

## Hanbury's Storage Terms & Conditions

This Agreement sets forth all the covenants, promises, conditions, and understandings between LESSOR and LESSEE concerning the use and access of the Premises. This Agreement supersedes any past covenants, promises, agreements, conditions, or understandings, either oral or written. No alterations, amendment, change, or addition to this Agreement shall be binding upon LESSOR or LESSEE unless in writing and signed by both parties to this Agreement. The parties agree that they shall rely solely upon the terms of this Agreement to govern their relationship. This agreement represents the entire agreement between the parties hereto.

No insurance of any kind is carried by LESSOR on vehicle, boat, trailer, and/or travel trailer. The granting of vehicle, boat, trailer, and/or travel trailer storage hereunder is a distinct and definite understanding, and the undersigned hereby agrees that the LESSOR assumes no responsibility whatsoever for personal injuries sustained by the undersigned, or any of the undersigned's guests while on any part of LESSOR'S property, and assumes no responsibility for the safety of any vehicle, boat, trailer, and/or travel trailer stored at LESSOR'S property and will not be liable for fire, theft, or damage to said vehicle, boat, trailer, and/or travel trailer, it's equipment, or any property in or on said vehicle, boat, trailer, and/or travel trailer, however

arising, reserving to LESSOR the right, but not the obligation, to assume control and charge of any vehicle, boat, trailer, and/or travel trailer for the protection of life and property in abnormal conditions or during catastrophes. The undersigned agrees to hold LESSOR harmless for any legal costs or judgments associated with the personal injuries and/or losses to property referred to in this paragraph. LESSEE is responsible for any damage caused by their vehicle, boat, trailer, and/or travel trailer to the property of LESSOR or other LESSEE'S. The undersigned LESSEE will be responsible for cost of all repairs. LESSOR must be notified within 24 hours of damage occurrence. If LESSOR finds unreported damage later, a fine of \$500 will be assessed to LESSEE in addition to cost of repairs.

1. Extreme Weather Events
  - a. LESSOR'S property is located on the Outer Banks which is an area prone to flooding under extreme weather circumstances/conditions.
  - b. LESSEE is responsible for moving their vehicle, boat, trailer, and/or travel trailer to a safer location prior to an extreme oncoming weather event.
  - c. If LESSEE'S vehicle, boat, trailer, and/or travel trailer is left during such event and said vehicle, boat, trailer, and/or travel trailer is damaged or destroyed LESSOR will not be held responsible or held liable in any manner for the destruction, loss, or damage to LESSEE's property.
  - d. If LESSEE'S vehicle, boat, trailer, and/or travel trailer is left during such event and damages LESSOR'S property and/or other LESSEE'S property the LESSEE will be responsible for the cost of all repairs.
  - e. In the event the LESSOR'S Premises are partially or totally destroyed as a result of an extreme weather event LESSOR may, at its option, repair the Premises or chose to terminate this Agreement. No refund will be given.
2. LESSEE shall have the right to access Premises and LESSEE'S property at any time during active contract - EXCEPT WHEN LOCAL GOVERNMENT OFFICIALS ORDER A MANDATORY EVACUATION.
3. Premises shall be for the purpose of storing LESSEE'S vehicle, boat, trailer, and/or travel trailer ONLY.

4. Any type of maintenance or major repairs performed on LESSEE'S vehicles while stored on the Premises is strictly prohibited.
5. Only minor routine maintenance may be performed on boats or trailers. While stored, boats must remain on the trailer at all times. Boats and trailers must be removed from the Premises for major repairs. Any spillage of fuel, petroleum products, or other hazardous materials shall be reported to LESSORS management immediately. Required cleanup will be at LESSEE'S expense.
6. THE OCCUPANCY OR USE OF ANY VEHICLE OR TRAILER WITHIN THE PREMISES IS STRICTLY PROHIBITED. (NO OVERNIGHT OCCUPANCY.)
7. No "For Sale" signs may be placed on any boat or other property, without written consent of LESSOR.
8. Assignment and Subletting: LESSEE agrees not to assign, sublease or in any manner transfer this Agreement to any other party without the written consent of LESSOR and any attempt to assign or transfer the Agreement without such consent shall be void and without legal effect and shall constitute grounds for termination. No refund will be returned.
9. Change of Address or Ownership:
  - a. LESSEE agrees to provide LESSOR written notice of any change in LESSEE'S home/ mailing address & phone number.
  - b. LESSEE agrees to provide LESSOR written notice of any change in ownership of the property stored within the Premises.
  - c. LESSEE agrees to provide written notice to the purchaser of LESSEE'S property that said purchaser must complete a new rental Agreement for the continued storage of the same or new property within the Premises.
10. LESSOR reserves the right to terminate lease for any good and pertinent reason and will give LESSEE adequate notice of such.
11. Vehicle, boat, trailer, and/or travel trailer stored on LESSOR'S property shall be in operating condition at all times (no flat tires, current valid registration).
12. No tarps allowed – only coverings specifically tailored to the vehicle, boat, trailer, or travel trailer are permitted.
13. ASSIGNED SPACES – NO permitted parking outside of LESSEE's assigned, marked parking space. Only 1 vehicle, boat, trailer or travel trailer per space (no double parking).
14. NO TRANSFERS OR EXCHANGES of original leased vehicle, boat, trailer, or travel trailer.
15. NO ITEMS SHALL BE PERMITTED IN PARKING SPACE other than leased vehicle, boat, trailer, or travel trailer. This includes but is not limited to dock boxes, tires, coolers, etc.
16. NOTHING SHALL BE HUNG ON FENCES OR SIGN POSTS.
17. DEFAULT IN PERFORMANCE OF LEASE: If LESSEE violates any of the terms of the lease, the vehicle, boat, trailer or travel trailer will be towed at LESSEE's expense.
18. THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS LESSEE PRESENTS LESSOR WRITTEN NOTICE 15 DAYS PRIOR TO THE END OF THE LEASE. MONTHLY RENEWAL WILL BE AUTOMATED USING CREDIT CARD ON FILE.

LESSEE agrees to all of the conditions as stated above. This contract supersedes all previous contracts and becomes effective on the date of renewal (when payment is received) until such time as either party terminates it or the contract is revised in any way.