Lake Elbo Club Inc. Space Rental Agreement Wheeled-Vehicles/Trailers Only

This rental agreement is made and entered into this ____ Day of ______by and between Lake Elbo Club.

Inc., hereinafter called the Operator, and hereinafter called the Occupant

- 1. The operator is the manager of the real estate located on Elbo Ridge Drive in the Lake Elbo Development, Manhattan Kansas (Pottawatomie County)
- 2. OCCUPANT SPECIFICALLY AGREES THAT UNDER NO CIRCUMSTANCE IS THE RENTED AREA TO BE SUBLEASED TO ANY PERSON, PARTNERSHIP, CORPORATION OF OTHER ENTITY.
- 3. It is agreed that occupant, in consideration of the rental fee stipulated in Item #4 will store the following item/items at the above location_____
- 4. A rental fee of \$_____ will be due and payable from the Occupant Annually in ADVANCE for space of the above stipulated items.
- 5. Only Lake Elbo member, current in the payment of their dues and/or assessments will be allowed to enter into this rental agreement.
- 6. Each item stored must by tagged by Occupant so indicating owner's name and telephone number, plus Lake Elbo sticker.
- 7. The Occupant is to refrain from causing structural damage to the building by improper storage practices In the event that the Occupant should unlawfully make use of such premises, then such Occupant will be required to pay damages to the Operator for the repair or maintenance of such building. Occupant is to use extreme caution in the maneuvering of his/her vehicle so as to prevent damage to other properties stored at the facility. Access to the facility and the maneuvering of vehicles is to be restricted to ADULT Lake Elbo members.
- 8. The Occupant does not have a right to store gasoline or other flammables upon the above described property, nor store any other goods or merchandise in such rental areas which might increase the fire hazard or to store any merchandise, materials, or other items which are illegal under the laws of the State of Kansas and is not to conduct any illegal or unlawful storage or business from such rental area.

WHEELED-VEHICLES ONLY WILL BE

ALLOWED IN THIS OUTSIDE STORAGE AREA!!!

- 9. ALL VEHICLES STORED ON THE RENTED AREA BY OCCUPANT SHALL BE AT THE OCCUPANTS RISK OWNER AND OWNERS AGENTS SHALL NOT BE LIABLE TO OCCUPANT FOR AND DAMAGE TO OR LOSS OF ANY PROPERTY WHILE AT THE RENTED PREMISES ARISING FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO, BURGLARY, FIRE, WATER DAMAGE, MYSTERIOUS DISAPPEARANCE, RODENTS, ACTS OF GOD, OR THE ACTIVE OR PASSIVE ACTS OR ADMISSIONS OR NEGLIGENCE OF OWNER OR OWNER'S AGENTS. OCCUPANT IS SOLELY RESPONSIBLE FOR THE SUCURING AND PAYING ANY INSURANCE COVERAGE ON HIS.HER PROPERTY THAT HE/SHE DESIRES.
- 10. THE OCCUPANT IS ADVISED BY THIS DOCUMENT OF THE EXISTENCE OF A LIEN ON ALL PROPERTY STORED WITHIN THE RENTED SPACE SHOULD THE OCCUPANT DEFAULT ON THE TERMS OF THIS RENTAL AGREEMENT. THIS LIEN GRANTS THE OPERATOR THE RIGHT TO SELL THE PROPERTY STORED IN THE RENTED SPACE TO SATISFY THE CLAIM AGAINST THE OCCUPANT. ANY PROCEEDS FROM THE SALE OF THE PROPERTY WHICH REMAIN AFTER SATIFACTION ON THE LIEN WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER THE SALE OF THE PROPERTY.

Any wheeled-vehicle/trailers (MUST BE KEPT IN MOVABLE CONDITION)...... \$100.00 YEARLY

(NO PARTS CARS PERMITTED)

Trailer Description: _____