



STORAGE UNIT AGREEMENT

<u>APPLICANT/RESPONSIBLE PARTY</u>	<u>OFFICE USE ONLY</u>
NAME (S) _____	SPACE _____
ADDRESS _____	MO RATE _____
CITY _____ ST _____ ZIP _____	PERF FEE _____
PREFERRED TELEPHONE: _____	ADMIN _____
CIRCLE ONE BELOW	RVWD BY _____
1 () _____ HOME BUS CELL	EFF DATE _____
2 () _____ HOME BUS CELL	
E-MAIL (1) _____ (2) _____	

<u>STORAGE USAGE (CIRCLE ALL THAT APPLY)</u>			
PERSONAL STRG	VEHICLE REPAIR	OPERATING APPLIANCES	BUS. LOCATION
BUSINESS STRG	WOOD WORKING	HOBBIES/CRAFTS	
OTHER: _____			

<u>HOW DID YOU HEAR ABOUT US?</u>				
Internet	Bay and Delta Yachtsman	Friend	Previous boater	Yacht Broker
Map	Lives in area	Drive By	Advertising	Marina Guide
Vendor	Yellow Pages	Referral _____	Other: _____	

RiverPoint LANDING MARINA/RESORT 4950 Buckley Cove Way Stockton, CA 95219

(209) 951-4144 or (888) 550-4144

Mail: PO Box 7995 Stockton, CA 95267 email: guestservices@riverpointlanding.com

AGREEMENT

This agreement entered into this _____ day of _____, 20____ by and between RIVERPOINT LANDING hereinafter known as MARINA, and _____ hereinafter known as OWNER, subject to the following terms and conditions:

1. TERM. The term of this Agreement shall be month-to-month, beginning on the first day of the calendar month and ending on the last day of a calendar month, subject to the proration of the initial month's rent if commenced on any day other than the first day of the calendar month. Either party may terminate without cause by giving not less than 30 days prior written notice of such election to the other party. Such termination shall occur only on the last day of the next succeeding month following the giving of such notice. _____(Initial)

2. STORAGE FEE. OWNER agrees to pay MARINA monthly in advance on the first day of each calendar month such sum as shall be the applicable monthly fee for the use of the designated storage space as established and posted by MARINA from time to time. OWNER shall receive at least 30 days prior written notice of any change in rental fees. All fees not paid by the 5th day of the month shall be delinquent and subject to a late charge in an amount equal to 5% of the then applicable monthly rental. _____(Initial)

a. PREPAYMENT DISCOUNTS. 6 month pre-pay receives a 4% discount.

3. SUPPLEMENTAL SERVICE FEES. Basic rental fees apply to those spaces which are used strictly for storage of boats and/or other personal items. Other uses will generate fees as indicated below:

a. SSF I- \$120/month. Space is regularly used by the renter for activities other than storage. Examples: vehicle repair, woodworking, operating appliances (refrigerators, freezers, etc.), hobbies/crafts. All uses other than storage must be approved in advance by RIVERPOINT LANDING.

b. SSF II- \$180/month. Space is a primary business location used daily or on a frequent basis as determined solely by RIVERPOINT LANDING.

4. PERFORMANCE FEE AND REFUND. OWNER shall pay MARINA a Performance Fee in accordance with the schedule of fees and charges established by MARINA from time to time. The purpose of such fee is to encourage OWNER to fully, completely, and timely perform all his promises made in this Agreement. At the termination of this Agreement, MARINA will refund to OWNER the Performance Fee actually paid less any amounts otherwise due MARINA, provided that OWNER to MARINA'S facilities or equipment occasioned by the storage of OWNER'S property on the premises. MARINA shall not be considered a trustee of such fee and need not segregate or otherwise keep such fee separate from MARINA's general funds nor shall OWNER be entitled to interest on such fee. MARINA reserves the right to increase the amount of the fee and to notify OWNER of the increased sum, which shall be paid to MARINA within 35 days after written notice is mailed to OWNER at OWNER'S last known address. Failure or refusal to accept the increased fee shall entitle MARINA to terminate the storage agreement.

5. PERFORMANCE. MARINA has endeavored to establish reasonable rules and regulations and conditions for the operation of its storage facility to the benefit of all users. In the event of a violation thereof, MARINA, at its option, may immediately terminate OWNER'S storage rights under this Agreement and remove OWNER'S property both from its place of storage at Owner's risk and expense and retake possession of the storage space. In such event, MARINA shall not be responsible for, and OWNER will hold MARINA harmless, from any claim for damage to the property resulting from such removal. MARINA shall have liens in accordance with the California Self-Storage Facility Act (Business and Professions Code 2700-2716).

6. RISK AND INDEMNITY. This agreement creates a license granting use of space only. Such space to be used at the sole risk of OWNER, and MARINA shall not be liable or responsible for the care or protection of property or any loss or damage of whatever kind or nature to the property however occasioned, including the consequences of any power interruption. MARINA makes no warranty of any kind as to the condition of its facility or any portion thereof, including utilities. OWNER acknowledges having been afforded the opportunity to examine the premises and equipment and accepts same "as is". OWNER agrees to indemnify and hold MARINA and its shareholders, officers,

