

STORAGE UNIT AGREEMENT

APPLICANT/RESPONSIBLE PARTY	OFFICE USE ONLY	
NAME (S)	SPACE	
ADDRESS	_ MO RATE	
CITY ST ZIP		PERF FEE
PREFERRED TELEPHONE:	CIRCLE ONE BELOV	V ADMIN
1 ()	HOME BUS CEL	L RVWD BY
2 ()	HOME BUS CEL	L EFF DATE
E-MAIL (1)	(2)	
PERSONAL STRG VEHICLE REPAIR BUSINESS STRG WOOD WORKING OTHER:	HOBBIES/CRAFTS	
HOW DID YOU HEAR ABOUT US? Internet Bay and Delta Yachtsman	Friend F	Previous boater Yacht Broker
Map Lives in area Drive By		Marina Guide Free Promo
	•	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 thisday of, 20_	
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, beging ending on the last day of a calendar month, subject to the proration of other than the first day of the calendar month. Either party may terminal prior written notice of such election to the other party. Such terminal succeeding month following the giving of such notice.	the initial month's rent if commenced on any day ate without cause by giving not less than 30 days tion shall occur only on the last day of the next
2. STORAGE FEE. OWNER agrees to pay MARINA monthly in advar sum as shall be the applicable monthly fee for the use of the designar MARINA from time to time. OWNER shall receive at least 30 days prifees not paid by the 5 th day of the month shall be delinquent and subjethe then applicable monthly rental(Initial)	ted storage space as established and posted by or written notice of any change in rental fees. All
a. PREPAYMENT DISCOUNTS. 6 month pre-pay receives a 4% disc	ount.

- **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,

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employees and agents, harmless of and from any and all claims, demands, or charges arising by reason the storage of OWNER'S property, any equipment thereon or use therewith or the acts of OWNER, its invitees or guests while on MARINA'S property.

- **7. HAZARDOUS MATERIALS**. Materials defined as "hazardous" by any agency may not be stored on our premises. We reserve the sole right to determine whether objects or materials are suitable for storage regardless of any other authority's definitions or regulations.
- **8. ATTORNEY'S FEES.** In the event MARINA must employ attorneys for the enforcement of any provision of this Agreement, including the conduction of lien sales. OWNER agrees to pay reasonable attorney's fees and costs incurred by MARINA in connection therewith.
- **9. NOTICES.** All communications and notices which either MARINA or OWNER may be required or desire to give shall be made in writing and sent by mail to the following addresses:

TO MARINA:	TO OWNER:
STEPHENS MARINE, INC.	
dba RIVERPOINT LANDING	
P.O. Box 7995	
Stockton, CA 95267	

- **10. ENTIRE AGREEMENT.** The Agreement between OWNER and MARINA consists of these Storage Terms and Condition, the Rental Application and the Rules and Regulations posted by MARINA as amended from time to time.
- **11. WAIVER.** A waiver by MARINA of any default by OWNER shall not be deemed a continuing waiver as to the OWNER'S nonperformance or breach nor shall it be grounds for assuming waivers by MARINA of other defaults.
- **12. ASSIGNMENT.** OWNER may not assign or sublet the rights to MARINA'S storage space to any assignee or subtenant without the prior written consent of MARINA as to each and every assignment. The suitability of any proposed assignee or subtenant shall be determined solely by MARINA.

OWNER: I acknowledge receipt of a complete copy of this Agreement.		MARINA: RiverPoint Landing Marina Resort		
SIGNATURE	DATE	SIGNATURE	DATE	
DATE OF PAYMENT		PAYMENT METHOD		