

BOAT STORAGE UNIT RESERVATION FORM

Brookville Storage, LLC

(765) 309-1575 or (765) 265-7699

8007 Pea Ridge Road

Brookville, IN 47012

BOAT STORAGE UNIT AGREEMENT AND RELEASE OF LIABILITY

([Click Here](#) for a printable copy of the agreement)

This rental agreement is entered into between the below-named renter (RENTER) and Brookville Storage, LLC (OWNER), an Indiana Limited Liability Company. OWNER agrees to provide a storage rental unit (UNIT) to RENTER:

- Choice of- (actual inside dimensions of unit size of unit may vary)
 - 12 x 23 Insulated Unit
 - 12 x 29 Insulated Unit
 - 12 x 35 Insulated Unit
 - 12 x 29 Unit
 - 12 x 35 Unit
 - 24 x 35 Double Unit
 - 12 x 41 Unit
 - 24 x 41 Double Unit
 - 12 x 47 Unit
 - 24 x 47 Double Unit
- 24/7 Easy Access
- Enclosed units with 11x14 Overhead door and automatic opener
- Electric available in each unit to run battery tenders and small hand tools.

TERMS

The term of this agreement shall be for six (6) months or one (1) year. At the end of the term, and at the option of the OWNER, and subject to availability, the storage unit and this agreement may be extended on a year-to-year basis. Payment of the (then) annual rental rate is due to OWNER on the RENTER's Check-In anniversary date (RENTAL RENEWAL DATE).

****Rental rates are subject to change January 1st of each year, no matter when you have signed up.***

RENT

RENTER agrees to pay to OWNER, prior to the time of Check-In, the **annual rental rate** of :

- 12 x 23 Insulated Unit for \$200 per month (or \$2,200 if paid in full at time of reservation)
- 12 x 29 Insulated Unit for \$225 per month (or \$2,475 if paid in full at time of reservation)
- 12 x 35 Insulated Unit for \$250 per month (or \$2,750 if paid in full at time of reservation)
- 12 x 29 Unit for \$200 per month (or \$2,200 if paid in full at time of reservation)
- 12 x 35 Unit for \$225 per month (or \$2,475 if paid in full at time of reservation)
- 24 x 35 Double Unit for \$450 per month (or \$4,950 if paid in full at time of reservation)
- 12 x 41 Unit for \$250 per month (or \$2,750 if paid in full at time of reservation)
- 24 x 41 Double Unit for \$500 per month (or \$5,500 if paid in full at time of reservation)
- 12 x 47 Unit for \$275 per month (or \$3,025 if paid in full at time of reservation)
- 24 x 47 Double Unit for \$550 per month (or \$6,050 if paid in full at time of reservation)

RENTER agrees to pay to OWNER, prior to the time of Check-In, the **6 month rental rate** of :

- 12 x 23 Insulated Unit for \$200 per month (or \$1,200 if paid in full at time of reservation)
- 12 x 29 Insulated Unit for \$225 per month (or \$1,350 if paid in full at time of reservation)
- 12 x 35 Insulated Unit for \$250 per month (or \$1,500 if paid in full at time of reservation)
- 12 x 29 Unit for \$200 per month (or \$1,200 if paid in full at time of reservation)
- 12 x 35 Unit for \$225 per month (or \$1,350 if paid in full at time of reservation)
- 24 x 35 Double Unit for \$450 per month (or \$2,700 if paid in full at time of reservation)
- 12 x 41 Unit for \$250 per month (or \$1,500 if paid in full at time of reservation)
- 24 x 41 Double Unit for \$500 per month (or \$3,000 if paid in full at time of reservation)
- 12 x 47 Unit for \$275 per month (or \$1,650 if paid in full at time of reservation)
- 24 x 47 Double Unit for \$550 per month (or \$3,300 if paid in full at time of reservation)

LATE PAYMENT AND ABANDONMENT

If, on the RENTAL RENEWAL DATE, the (then) annual storage unit rental payment is not received in full by OWNER, the RENTER will be denied access to the boat storage unit such time as the annual payment is received. In addition, a \$25 per week late payment fee applies until the annual payment is received.

If payment in full is not received within 90 days of the RENTAL RENEWAL DATE, any and all property in the storage unit will be considered abandoned and it will become the property of OWNER.

The contents of the rental unit may be temporarily made available to the RENTER for the purpose of removing the storage items, for a late payment charge of \$150 per month of abandonment, *plus* a monthly rental fee based on the pro-rated annual rental fee.

INSURANCE

The risk of loss of property stored in the boat storage unit is entirely on the RENTER. The RENTER is solely responsible for carrying whatever insurance coverage RENTER deems necessary to cover any damage or theft of RENTER's property. The OWNER does not carry insurance on the RENTER's contents.

USE OF RENTED UNIT

RENTER will NOT use the Unit for any unlawful purpose and expressly agrees not to use the Unit for human or animal habitation.

RENTER will NOT conduct business from the Unit.

RENTER agrees NOT to store or use of any hazardous or toxic materials or inherently dangerous or flammable substances in the Unit.

RENTER will NOT alter or destruct the Unit in anyway and the Unit shall be left broom clean, free of trash and Personal Property. RENTER agrees to pay for any damages or clean-up they incur.

RENTER agrees NOT to run appliances, heaters, air conditioning units, or fans using the power outlet provided. Intend use is for battery tenders and the use of small hand tools while on site.

AVAILABILITY

OWNER will make every effort to provide the boat storage unit to RENTER but accepts no liability in the event the boat storage unit is unavailable due to circumstances beyond their control. OWNER will not refund any unused portion of rental fees in the event their storage unit is unavailable due to circumstances beyond their control. In the event the storage unit becomes unavailable, RENTER will have no other remedy than to find boat storage rental services elsewhere, at their own expense.

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

In consideration for being allowed to participate in this activity, at the times and locations provided below, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue Brookville Storage, LLC from any and all claims including claims of Brookville Storage LLC negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this activity, including travel to, from and during the activity.

I am voluntarily participating in this activity. I am aware of the risk associated with participating in this activity, which includes but is not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including (paralysis), economic or emotional loss, and /or death. I understand that these injuries or outcomes may arise from my own or others actions, inaction, or negligence. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to, from and during the activity.

I agree to hold Brookville Storage, LLC harmless from any and all claims, including attorneys fees or damage to my personal property, that may occur as a result of my participation in this activity, including travel to, from and during the activity. I also agree to pay Brookville Storage LLC attorney fee's if any court action is required.

If Brookville Storage, LLC incurs any of these types of expenses, I agree to reimburse Brookville Storage, LLC.

If I need medical treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing Brookville Storage, LLC from all liability, (b) promising not to sue Brookville Storage, LLC (c) and assuming all risks of participating in this activity, including travel to, from and during the activity.

I understand that this document is written to be as broad and inclusive as legally permitted. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and by initialing below and submitting this form electronically, I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

ACCEPTANCE

By completing this rental reservation form and signing below, the Renter accepts the terms of this **Boat Storage Unit Rental Agreement and Release of Liability**.