

**PREMIUM DOWNTOWN STORAGE**

**Rugged Cycles**

401 S. Water Street

Corpus Christi, TX 78401

361.826.STOR(7867)

Ofc: 361.883.2453 x223 Fax: 361.883.2455

**Short Term Storage Lease Contract**

**Melges 24 World Championship, Corpus Christi Yacht Club**

This Agreement is made and entered in this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Rugged Cycles Premium Downtown Storage, whose address is 401 South Water Street, Corpus Christi, Texas, 78401 (hereinafter referred to as "Lessor"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Lessee").

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the storage space on the hereinafter described property identified as Indoor Space # (number) \_\_\_\_\_ or Outdoor Courtyard Parking (hereinafter referred to as the "premises"). The property is described as Lots 1-5, Block 2, Broadway Court, City of Corpus Christi, Nueces County, Texas, commonly known as 401 South Water Street. In consideration of the covenants and agreements set forth in this lease, it is herein agreed as follows:

- 1. Lessor hereby leases to Lessee, the premises described above for a term (#) of \_\_\_\_ days beginning \_\_\_\_\_ and ending \_\_\_\_\_, (timeframe prior to regatta), and beginning \_\_\_\_\_ and ending \_\_\_\_\_ (timeframe after end of regatta), unless terminated pursuant to the provisions of this lease.
- 2. Lessee agrees to pay the storage fee herein provided subject to the terms and conditions set forth herein.

\_\_\_\_ Indoor Space # \_\_\_\_\_ Storage Fee of **\$50 per week.**

\_\_\_\_ Outdoor Courtyard Parking Storage Fee of **\$30 per week or \$85 per month**

- 3. Storage Fees shall be paid in full, in advance, on or prior to the 1<sup>st</sup> day of beginning of storage term. Storage Fees shall be paid to the address of Lessor as stated above.
- 4. Upon receiving any payment of fees in cash, Lessor agrees to issue a receipt stating Lessee's name, a description of the premises, the amount of fees paid, the date paid and the period for which fees are paid.
- 5. Lessor covenants that the leased premises are clean, in good repair, and that, to Lessor's knowledge, there exists no violation of any applicable building code, law or regulation. Lessee accepts that the premises are found to be in good condition and repair, and accepts the premises as is, without any representation or warranty from Lessor concerning the condition of the premises, and Lessee has not relied on any such representation or warranty.
- 6. Lessee agrees to use the space leased exclusively for the storage of personal property, merchandise, supplies and other material owned by Lessee and for no other use. **When using the premises and/or the property, Lessee, and its agents, representatives and invitees, shall comply with all applicable laws and governmental regulations and with any rules, regulations, and guideline which may be promulgated from time to time by Lessor, concerning Lessee's conduct, including, without limitation, any laws, regulations, rules and guidelines relating to nuisance and noise.**
- 7. Lessee understands and agrees that the use of electricity for food freezers, refrigerators and other appliances, or any type of tool, machinery or equipment, is not allowed.

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8. Lessee agrees to keep the immediate premises in a clean and neat condition and in good order and to advise Lessor or his agent of any needed maintenance or repairs. **No trash or debris will be permitted to accumulate in or about the premises.**
9. Lessee shall not store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by Lessor.
10. Lessee shall not keep or have in or on the leased premises any article or thing or material or substance which might be deemed hazardous, toxic, flammable or explosive, and Lessee will not take any action which will increase the risk of fire or explosion or increase the cost of any insurance coverage on or for the premises or the property. No firearms, including, but not limited to, concealed weapons, are permitted in the premises or on the property.
11. Lessee agrees not to commit a nuisance in or upon said premises, and agrees not to interfere with the comfort or safety of occupants of adjacent space.
12. Lessee assumes and shall bear the risk of loss or damage to any of Lessee's property located on the premises, and Lessor is not responsible for any loss or damage due to fire, theft, vandalism, water, wind, hurricane or other casualty, or leaking pipes, or any cause whatsoever, whether the result of Lessor's negligence or not, to the property of Lessee. Neither is Lessor required to carry any insurance to cover same.
13. Lessee, at his own expense, shall obtain its own insurance, if any, for the property stored in said premises.
14. Lessee shall not sublease said premises, or assign, in whole or in part, this lease, without the written consent of Lessor, which consent Lessor may withhold in its sole discretion.
15. Lessee may not make any alterations to the premises without the written consent of Lessor, which consent Lessor may withhold in its sole discretion.
16. Lessor shall have the right to enter said premises at any time to inspect same, to make repairs or to enforce this lease.
17. Lessee shall be solely responsible for the security of Lessee's own property in the premises or on the property. Lessor does not provide security and will not be liable for any loss or damage which Lessee may sustain. Lessee is encouraged to keep the premises and its personal property secure at all times.
18. Lessee agrees to notify Lessor in writing 5 days in advance of beginning of storage term of intentions to modify or cancel storage contract.
19. Lessee shall indemnify and hold Lessor harmless from and against any liability, loss or expense (including attorney's fees and court costs) of every kind, arising out of Lessee's use of the premises and/or entry upon the property.

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20. Lessor and Lessee agree that this lease, when filled out and signed, is a binding legal obligation of Lessor and Lessee, respectively, and their respective permitted successors and assigns.

21. This lease constitutes the entire agreement between the parties hereto with respect to the premises and/or property, and may not be changed, altered or amended except by an instrument in writing signed by each party.

22. Any notice desired or necessary hereunder will be deemed sufficiently given when actually received in writing or when given in writing and posted by certified mail, postage prepaid, addressed to Lessor or Lessee, as appropriate, at the address for such party set forth above. IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the date first above written.

\_\_\_\_\_  
Lessee (printed name)

\_\_\_\_\_  
Lessor (printed name)

\_\_\_\_\_  
Lessee (signature)

\_\_\_\_\_  
Lessor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Payment Information:

Total Due \$\_\_\_\_\_

Credit Card \_\_\_\_ Check \_\_\_\_ Cash \_\_\_\_ (Check or Cash payment required at delivery)

Credit Card Info: Visa MC AmEx Disc

Name on Card: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Card Number: \_\_\_\_\_ Sec. Code: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature above serves as authorization for Rugged Cycles to charge the card referenced above for all Storage Fees outlined in contract above.)