



Pelican Ridge Lot Owners Association Outside Storage Rental Agreement

Arnolds Park, Iowa
Telephone: 712-330-9376

Name: _____ Lot #: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

_____ (hereafter referred to as the "Occupant") and Pelican Ridge Lot Owners Association (hereafter referred to as the "Owner") agree to the following terms for outside storage rental.

1. **Description of Space:** Owner does hereby rent to Occupant the space(s) described as follows:

One space outside storage south and east of maintenance building located in Pelican Ridge Community in Arnolds Park, IA.

2. **Terms:** Rental shall commence on May 15th, _____ and terminate on October 16th, _____ for summer rental; or May 18th, _____ for yearly rental; or 30 days after termination notice is provided by Occupant to Owner in writing or by Owner to Occupant in writing.

3. **Payments:** Owner accepts **NO** monthly payments. Payment is to be made up front for selection made below and is due upon the signing of this rental agreement.

Please check all that apply and enclose payment with agreement. Listed fees are **per trailer or RV** so please indicate how many of each you will be storing and pay accordingly.

Boat Trailer:

Under 30 feet: Summer Only \$ 120 x _____ = \$ _____

Annually \$ 240 x _____ = \$ _____

30 feet & over: Summer Only \$ 140 x _____ = \$ _____

Annually \$ 280 x _____ = \$ _____

RV or 5th Wheel: Summer Only \$ 120 x _____ = \$ _____

Annually \$ 360 x _____ = \$ _____

Total enclosed: \$ _____

This contract has been signed and executed in Dickinson County, Iowa on this

_____ day of _____, 20_____.

OCCUPANT **DATE**

PELICAN RIDGE REPRESENTATIVE **DATE**

Name: _____

OCCUPANT agrees to pay to OWNER as rental for said term. As follows \$_____ per year, in advance, the first rent payment becoming due upon execution of this Rental Agreement, and same amount per year in advance, on the first day of each and every year thereafter during the term of this Rental Agreement. A PENALTY of \$1.00 per day will be collected for each day rent is in arrears. All sums shall be paid to the OWNER of Pelican Ridge, 1200 Sunshine Run, Arnolds Park, Iowa 51331 or at such other place as the OWNER may from time to time direct. **NO STATEMENTS WILL BE SENT—THIS CONTRACT IS YOUR NOTICE OF PAYMENTS DUE.** OCCUPANT agrees to pay a \$15.00 charge for each returned check. OCCUPANT shall be considered in default for non-payment if a check is returned. The provisions of this agreement relative to default (see paragraph 10 below) shall apply.

OWNER reserves the right to refuse renewal of the Rental Agreement for any reasonable cause including but not limited to OCCUPANTS breach of any of the covenants, terms or conditions of the agreement. The OWNER also reserves the right to terminate this agreement at any time by providing OCCUPANT thirty (30) days advance written notice.

3. **DAMAGE, CLEANING, PROPERTY, PERFORMANCE DEPOSIT:** The deposit, without interest, will be returned at the termination of this Rental Agreement provided the OCCUPANT has complied with all his obligations hereunder, and subject to such deductions as are herein authorized. OCCUPANT agrees to surrender the rented space to OWNER at the end of this agreement in a clean, reasonable and re-rentable condition, normal wear and tear excepted, and all costs and expenses incurred by OWNER in restoring the space to the same condition as when rented, will be paid by OCCUPANT as a deduction from the deposit. Any unpaid charges, damages or rent due to OWNER shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the property damage, cleaning and performance deposit, OCCUPANT agrees to pay the OWNER the amount of such excess.
4. **USE AND COMPLIANCE WITH LAW:** OCCUPANT agrees that the rented unit is to be used exclusively for the storage of property. However, the storage or use of flammable, explosive or other dangerous or noxious substances is expressly prohibited. OCCUPANT further agrees to comply with all laws and ordinances, whether state, federal or local, in connection with the use and occupancy of the rented unit. A space shall not be used for residential purposes nor is it a warehouse as defined in Chapter 554 of the Iowa Code nor used actively in pursuit of any trade or business on the premises. No storage or parking of vehicles adjacent to space shall be allowed, except for the reasonable period of time required for loading or unloading. The "Iowa Self-Storage Facility Lien Act" 578A, code of Iowa 1993, shall govern this rental.
5. **NON-LIABILITY OF OWNER AND INSURANCE, OBLIGATION OF OCCUPANT:** Owner carries NO INSURANCE which in any way covers any loss whatsoever that OCCUPANT may have or claim by renting the storage space or being on or about the facility, and therefore OCCUPANT must obtain any insurance desired at his own expense. OWNER strongly recommends that OCCUPANT secure his own insurance to protect himself and his property against all perils of whatsoever nature. OWNER shall not be liable for personal injuries or property damage, or loss from theft, vandalism, rodents, fire, water, tornado, rain, explosion or any other causes whatsoever. OCCUPANT hereby agrees to indemnify and hold harmless the OWNER from and against any and all claims for damages to property or personal injury and costs including OWNER'S reasonable attorney fees arising from OCCUPANTS use of the premises, or from any activity, work, or things done, permitted or suffered by OCCUPANT or any other person acting on behalf of, or accompanying, OCCUPANT in or about the facility. Facility means the entire property.
6. **DEFAULT:** If OCCUPANT shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, OCCUPANT shall be conclusively deemed in default of the performance of the agreement. In case of default, at his option, and without prejudice to any other remedies, OWNER may:
 - A. With evidence of abandonment terminate the agreement after attempts have been unsuccessful to contact the OCCUPANT.
 - B. Seize and sell the property against which a lien has been attached under Iowa law. (Chapter 578A, Iowa Code). OCCUPANT shall be responsible for all expenses for rent, labor or other reasonable charges in relation to the storage of the personal property, and for expenses necessary for its preservation, or expenses reasonably incurred, including attorney fees, in its sale or other disposition.

7. **CHANGE OF TERMS:** All terms of the agreement including, but not limited to, annual rental, conditions of occupancy and charges are subject to change upon thirty (30) days prior written notice to OCCUPANT. If changed, the OCCUPANT may terminate this agreement on the effective date of the change giving OWNER thirty (30) days prior written notice to terminate. If the OCCUPANT does not give such notice, the change shall become effective and apply to his or her occupancy.
8. **NOTICES:** The last known address of the occupant is shown hereon and is as provided for in Chapter 578A 1993 Code of Iowa.
9. **CHANGE OF ADDRESS:** It shall be the duty of the OCCUPANT to furnish the OWNER notification, in writing, at OWNER'S address provided herein, any change of address or phone number.
10. **ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or agreements, whether oral or written between the parties respecting the within subject matter. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, is dated subsequent to the date hereof, and is duly executed by the parties hereto.
11. **RULES AND REGULATIONS:** It may be necessary, from time to time, for the OWNER to make Rules and Regulations at the rental site. The OWNER will notify the OCCUPANT by United States mail, first-class postage pre-paid, addressed to the OCCUPANT, of any such Rules and Regulations as they may become necessary.
12. **OCCUPANTS INJURY TO PROPERTY RIGHTS OF OWNER:** In the event of damage caused by negligence or fault of OCCUPANT or his agent(s), OCCUPANT agrees to reimburse OWNER promptly for the amount of the loss. OCCUPANT also specifically agrees to pay for any and all repairs necessitated by him for any rubbish, obstacles, and/or nuisances. NO ALTERATION of OWNER'S property or fixtures shall be made by OCCUPANT. No unauthorized electrical usage will be allowed. No signs shall be placed on premises by the OCCUPANT.
13. **SUCCESSION, ASSIGNMENT AND SUBLEASING:** This agreement shall be binding on the heirs and successors in interest of the parties. The OCCUPANT shall not assign the OCCUPANT'S interest in this agreement, nor shall the OCCUPANT sublease the storage space covered by this agreement.