



BOAT WORKS OF ALASKA LLC.

BOAT WORKS OF ALASKA LLC
1 1820 OLD SEWARD HIGHWAY
ANCHORAGE, ALASKA 99515
PHONE: 907-344-BOAT (2628)
FAX: 907-344-2660

EMAIL: CONTACT@BOATWORKSOFALASKA.COM

Date storage begins: _____

All applicable fields are required.

First name: _____ MI: _____ Last: _____

Phone #: _____ Alt. Phone #: _____

Email: _____ Alt. Email: _____

Billing address: _____ City: _____

Apt # _____ State: _____ Zipcode: _____

Emergency Contact:

Name: _____ Phone #: _____ Email: _____

Owner may contact such an emergency contact in the event of casualty (fire, accident, damage, etc.), or other emergency, or if the owner is unable to reach occupant. Unless **REFUSES CONSENT** by marking here Owner may allow such persons or occupants family members over the age of 18 to have access to the premises if the occupant is deceased, incarcerated, permanently missing, or permanently incapacitated.

Notice to occupant: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT, FULLY UNDERSTAND, AND AGREE TO ABIDE BY THE COVENANTS AND CONDITIONS HERIN. THIS RENTAL AGREEMENT IS (5) PAGES LONG.

Desired Spacing: 25ft Space \$109 per month 30ft Space \$129 per month 40 ft Space \$149 per month

Term length: Month-to-Month *Advance pay to 1st day of: _____ 20__

Item to be stored:

Description: _____ License Plate #: _____

Make: _____ Color: _____ AK #: _____ Container #: _____

Please list all lien holders or secured parties who have interest in any personal property that the occupant is storing on the grounds and which property the lien holder or secured party has an interest

Lien Holder _____ Address _____ Apartment _____ City _____ State _____

Zip _____ Property containing interest _____ Amount \$ _____

***Credit/Debit Card Authorization for Payment of Rent and Other Charges:** A current and valid credit card is required to be kept on file to be charged automatically for the full amount due at the first of every month.

Name on Card: _____ Card #: _____

Expiration: _____ Billing Zip for Card: _____ CV2 Code: _____

Card Type: Visa Mastercard American Express Discover Other _____

* You will be pro-rated for the days you store prior to the 1st day of the following month. A 25ft space is charged \$2.64 per day, a 30ft space is charged \$3.30 per day, and a 40ft space is charged \$3.97 per day. This charge will be added to the beginning of the next month. So your first payment may be larger if your rental did not start on the first.

* Advance Pay: After your advance pay date is reached your account will move to a month to month basis. To terminate your storage contract, a cancellation notice must be submitted.

* Under any circumstance, in the event occupant terminated this Rental Agreement owing any rent or other charges due to the owner, the owner may charge/debit occupant's card any sum due and owing upon termination of the automatic charge and authorization, including but not exclusively, damages to the premises, outstanding rent due, any other default charges, clean up charges, dumpster/disposal charges, and any other sums due and owing at the termination of the rental agreement. The authorization to the charge/debt rent or other charges shall survive the termination of authorization to charge/debit to the debit/credit card if any sums are due and owing at the time of termination of the charge/debit authorization or the termination of the rental agreement.

Month-to-month Term and Renewal: This rental agreement for the lease of self-service storage space (The "Premises") from the entity indicated in the Terms and Conditions section and hereby known as "Owner" shall be on a month-to-month basis and shall automatically renew on the 1st of the month and continue in one month periods on the 1st day of every following month. **A pro-rated amount will be charged for each day leading up to the 1st day of the following month from the day that this Rental Agreement was executed.** Owner may increase monthly rent for the premises with thirty (30) days advance written notice to the occupant. Occupant's holdover in the premises (1) one full calendar month after the notice from the owner shall be presumptive of occupant's acceptance of the changes in the terms or conditions of this Rental Agreement. **A one month minimum rental is required.**

Rent is Due on the Renewal Date of Each Month: Rent shall be in the amount specified above, payable monthly to the owner in advance, without demand or notice, on the renewal date of each month. The next rent payment is due on the date stated in the terms & conditions provisions of this rental agreement. The "total paid at signing" listed above reflects the amount that the owner acknowledges receiving at the execution of the rental agreement, including any pre-paid rent and administration fee, but not the security deposit. Occupant agrees to pay rent in person, by mail, or with credit card in person, by phone authorization, or written authorization and shall not mail or deliver rent in the form of cash into the office without receiving a receipt at the time of payment for any cash payment. It is expressly agreed that the owner does not send monthly statements or reminds of rent due dates. Occupants may request monthly billings by checking the box marked monthly billing. Occupant shall not fail to pay rent even if the occupant does not receive an invoice or bill. Owner may require payments of rent to be in the form of money order, cash, or cashier's check, in the event occupant is in default has any payment due to the owner returned for any reason, including insufficient funds. **Rent is not refundable if less than one (1) month. Pre-paid rent in excess of one month is refundable.**

Termination: Occupant may terminate this rental agreement at any time if all Rent and charges are paid in full and occupant notifies owner of its vacating of the premises the end of the term by submittal of cancelation form. If occupant vacates before the end of a month, no refund shall be made. Owner may terminate this rental agreement by giving the occupant ten (10) days written notice prior to the end of the term or any renewal term. Premises shall be left clean and free of trash.

Other Charges and Fees: A current and valid credit/debit card is required to be kept on file to be charged automatically for the full amount due at the first of every month. If the card on file is unable to produce payment and Occupant does not provide secondary avenues for payment within five (5) days, the payment is deemed late and a fee of 1% per day will be applied to the total due on the account. Percentages start accruing after the first but are not applied until after the 5th of the month (E.g. a balance paid on the 7th is charged 6%, a balance paid on the 18th is charged 17%, up to 30%). If no contact is made to make payment after one month the account is deemed abandoned and a reinstatement fee of \$25 is required to reactivate, in addition to balance due. After 90 days a lien sale will be conducted to collect on past due balances. Occupant shall be charged a one hundred dollar (\$100.00) fee to facilitate the lien sale, which is imposed on the date the advertisements are posted for the first time, even if the occupant redeems his or her property before the sale. Occupant shall also pay owner all other costs and expenses incurred for rent, late fees, or other charges and expenses incurred in enforcing the lien by occupant, owner's collection of any amount owed by the occupant, or the exercise of any remedy by the owner upon a default by the occupant as permitted under this rental agreement or by law. Occupant shall be liable to the owner for owner's attorney's fees incurred in enforcing any of the occupant's responsibilities under this rental agreement.

Use of Premises and Prohibited Storage, Limitation on Value of Stores Property: The premises may be used and occupied only for the storing of personal property owned by the occupant. Occupant shall keep the premises in a clean and sanitary condition and free of trash, liquid waste, or refuse. Occupant shall not use the storage of any animals, food, animal feed, explosives, highly flammable, dangerous, hazardous or toxic materials or substances as defined below. Noxious smelling items, contraband or illegal substances or for any unlawful purpose of any kind are prohibited. Occupant shall not use the premises for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not engage in any activity on the premises which produces such prohibited materials. Occupant shall not use the premises for storage of any additional gasoline or other fuel oil, grease or other lubricant, tires, or batteries or any other accessories. No propane or empty propane canisters may be stored on the premises.

Occupants shall not live or sleep on the premises, nor shall animals be stored in the premises

Notwithstanding anything in this rental agreement, in no event will the owner or owner's agents be liable to occupant or occupant's agents for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of owner or owner's agents. Occupants will not sue owner or owner's agents with respect to any claim, cause or action, loss or injury to the extent liability therefore has been limited or eliminated pursuant of this provision. Occupant understands that this release of the owner's liability is a bargained for condition of this rental agreement and the owner's consent to enter into this rental agreement and that if the owner were not released from the liability as set forth in this provision, a much higher rent would have to be agreed upon or owner would not enter into this rental agreement.

Damages: Occupant shall be responsible to the owner for the costs of repair, clean up, and replacement for any damages as a result of the occupants storage on the premises, use of the premises, or the use of the common areas of the facility including damage to other occupant's property. In the event that the owner invoices occupant for any charges for repairs, clean up, replacement or other damages suffered occupant shall pay within ten (10) days or it shall become an additional rent due and payable with the next month's rental obligation. The failure to pay such invoice represents a default under this agreement. This provision and the requirement to pay for any damages shall survive the termination of this rental agreement.

Insurance and Security Type Systems: Occupant agrees, at his/her sole expense, to maintain insurance on all property stored on the premises with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall mean that occupant shall assume all risk of loss or damage that would have been covered by such insurance. Owner employs certain measures to protect owner's property referred to as security type systems. The operation or failure of any type of security type system installed by owner shall not change owner's aforementioned liability for any type of loss incurred by occupant and shall no way release occupant from his/her obligation to insure stored property. These systems include electric gates, alarms, video cameras, however occupant acknowledges that these measures are for the protection of the premises as a whole and not for each individual, that video cameras are not monitored and that these systems may not operate properly in the event of a mechanical, electrical failure or software failure. Further, video cameras may not be recorded or may not be recorded at all times.

Hazardous Substances: Occupant shall not use or allow the premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior consent of owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term hazardous substances means

1. any substance defined as a "hazardous substance" in CERCLA
2. petroleum, petroleum products, natural gas, natural gas liquids, liquified natural gas and synthetic gas
3. any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state, or local law code, ordinance or regulation.

Access: Occupant's access on the premises may be limited as reasonably deemed necessary by owner, including but not limited to, requiring identification from occupant, limiting hours of operation, or requiring occupant to sign-in and sign-out upon entering and leaving the facility. Owner may change the times and the methods of access to the premises within thirty (30) days of written notice posted at the office or mailed to the occupant. In the event of an emergency at or around the premises, owner may require occupant enter only when escorted by owner or owner's employees or agents. Owner shall not be liable to occupant for occupant's or his/her invitee's inability to gain access due to mechanical failure, misuse of codes, or any other reason.

Release of Liability: occupant releases to owner, its employees, their agents, successors, and assigns from any and all liability for property damage or loss of property; for damage or loss from, as examples, including but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of owner, its employees, or agents.

Occupant further releases owner, its employees, successors, agents and assigns from any and all liability for personal injuries or death to persons including occupant and occupant's family or invitees.

***Self-storage insurance is strongly recommended.**

The only insurance that covers the property stored on the premises is purchased by the occupant.

Indemnification: Subrogation: Occupant agrees to have its insurer waive any right of subrogation of any claim of occupants against owner, its employees, or agents. Occupant agrees to indemnify, defend and hold owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to a person's property, or damages to personal property however occurring, or arising out of or related to any breach of this rental agreement by occupant. Occupant understands that this release of owner's liability is a bargained for condition of this rental agreement and owners consent to enter into this rental agreement, and that if the owner were not released from the liability as the following will state, a much higher rent would have to be agreed upon or owner would not enter into this rental agreement. Occupant shall also pay owner for all of owner's attorney fees incurred in enforcing any obligation under this provision.

Owner May Enter: Owner, its employees or agents and the representatives of any governmental authority, including police and fire officials, shall have the right to enter the premises without notice to the occupant. Such action may be necessary to preserve owner's property in the event of an emergency, or to comply with any applicable law, governmental or court order, warrant or to enforce the owner's rights. For the purposes of this rental agreement, "Emergency" shall be defined as any event that jeopardizes health, safety and/or well-being of any person or the premises or any buildings or property on the premises.

Owner's Lien: Time is of the essence in the performance of this rental agreement and in the payment of each and every installment of rent and charges herein agreed to be paid. If any rent or charge shall be due unpaid, or if the occupant shall fail or refuse to perform any of the conditions or terms of this rental agreement, occupant shall be conclusively deemed in default in the performance of this rental agreement. PARTIAL PAYMENT OF RENT DOES NOT VOID OR WAIVE THE LEGAL EFFECT OR PRIOR NOTICES GIVEN OR SENT TO THE OCCUPANT, UNLESS EXPRESSIVELY AGREED TO IN WRITING BY OWNER. OWNER SHALL HAVE LIEN FOR ALL RENTS AND OTHER CHARGES BECOMING DUE UNDER THIS RENTAL AGREEMENT ON OCCUPANT'S STORED PERSONAL PROPERTY WHEN SUCH RENT AND/OR OTHER CHARGES ARE FIVE (5) PAST DUE. Owner shall notify occupant that the owner has taken possession of occupant's stored personal property and that the personal property is subject to sale at public sale if the rent or other charges are not paid within the specified time period. IF THE RENT OR OTHER CHARGES ARE NOT PAID IN FULL, OWNER MAY SELL OCCUPANT'S STORED PERSONAL PROPERTY AT PUBLIC SALE AND SHALL PROVIDE THE OCCUPANT OF AT LEAST TEN (10) DAYS OF NOTICE OF SUCH SALE. Upon default occupant expressly permits owner to sell occupant's personal property at auction in a single lot without identification of individual items. Occupant may reclaim the property subject to lien at any time before the public sale by paying all rents and other charges which are subject of the lien, in cash or certified check, and on the further conditions that the occupant forthwith remove all such reclaimed property from the premises and peacefully surrender possession of the premises to owner. If the lien sale at public sale occurs, nothing herein shall prevent occupant or owner or its affiliated agents from bidding on the property subject to lien. If the proceeds of public sale exceed the amount of the lien plus the cost of conducting the public sale and other reasonable and necessary charges to preserve the property, occupant shall be notified by first class U.S. Mail, at occupant's last address given to owner in writing, of the amount of excess funds and owner shall hold funds for the occupant's account for ninety (90) days after notice shall be given. Thereafter, owner shall treat the excess proceeds as abandoned monies, and shall dispose of the funds allowed by law. All notices under the provision may be given in any manner, and to any address, authorized by the terms of the rental agreement.

Defaults: Owner Remedies: If occupant breaches any term or condition of this rental agreement (a "default"), owner in addition to such other rights it may have under this rental agreement and law shall have the right to terminate this rental agreement. If occupant fails to pay any rent or other charges when due or if the rental agreement is terminated by owner for cause, owner may

1. Deactivate gate access
2. Inventory and/or take possession of the property located on premises
3. Sell or dispose of stored personal property in the premises as permitted by law
4. Pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against occupant

All remedies available to owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive owner's rights as to any other remedy.

Notices: Except as otherwise required by law, all notices under this rental agreement from owner to occupant shall be mailed by first class U.S. Mail, postage pre-paid, to occupant's last known address and shall be conclusively presumed to have been received by occupant three (3) business days after mailing. All notices from occupant to owner shall be mailed by first class U.S. Mail, postage pre-paid to owner at the address of the premises listed on the first page of this rental agreement. Occupant is responsible for notifying owner in writing, **via certified mail return receipt requested, or in person at the office address listed on the rental agreement on a form prescribed by owner of any change in occupant's address or of the intent to vacate at the end of the term.**

Assignment and Subletting: Occupant may not assign its rights under this rental agreement or sublet the premises without prior consent written consent from the owner. This rental agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

Governing Law: Jury Trial: Severability: This rental agreement shall be governed by the laws of the State of Alaska without regard to its conflict of laws provisions. Owner and occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint in any action arising out of or connected in any manner with this rental agreement, including any action for bodily injury or property damage. Owner and occupant further agree that the federal or state courts in Anchorage, Alaska shall have exclusive jurisdiction for any litigation related to this rental agreement. If any part or provision of this rental agreement is determined to be unenforceable by court of law, the parties agree that all remaining parts of this rental agreement shall remain in effect and be valid and enforceable.

Owner's Employees: In the event occupant requests any of owner's employees to perform any services for the occupant, it shall be done at the occupant's own risk as occupant's agent, regardless of whether payment is made for said services. Occupant agrees to release, hold harmless and indemnify owner for any loss, charge, or injury occupant may suffer related to the use of owners employees.

Warranty of Information: Occupant warrants all information given in this rental agreement or any applicable preceding this rental agreement is complete, true, and accurate at the time of the rental agreement.

Occupant's Acceptance of Premises "AS IS": Occupant inspected or had the right to inspect the premises before signing this rental agreement and finds the premises to be suitable for the purpose for which the occupant rents such premises and accepts the same "AS IS". Owner makes no express warranties, owner disclaims and occupant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by the law. Occupant acknowledges that owner's agents have no authority to make warranties, expressed or implied.

Permission to Call, Fax and/or E-mail: occupant recognizes owner and occupant are entering into a business relationship. As such, to the extent any Federal or State of Law prohibits owner from contacting occupant by phone, fax, or email occupant hereby consents to owner phoning, faxing, and emailing occupant and that all these conditions are related to the business relationship.

Electricity: The use of electricity is strictly reserved to the owner at all times.

Rules and Regulation: The rules and regulation of these premises are incorporated herein and made part of this monthly rental agreement as if fully re-written herein. The rules and regulations can be changed with thirty (30) days notice.

Agreement to Mediate: Realizing that in self-storage relationships there is always a possibility of difference in opinion or other disagreements and that what is most important is to resolve disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible, it is with the spirit of cooperation that owner and occupant pledge to resolve differences and to use the procedures used in this agreement.

Entire agreement: This rental agreement is the entire agreement between the parties and may be modified only in writing signed by owner and occupant. The pre-printed terms of this rental agreement may only be modified in writing signed by owner.

Please be aware of our cancellation policy:

A cancellation form is attached as the last page of this document. In order to successfully terminate this storage contract you must retain and turn in this form at the end of your desired storage period. A new cancellation form can be obtained from Boat Works of Alaska LLC at any time. Without this form being filled out and turned in, you may be charged after you remove your property from the yard if the next billing cycle passes. This charge will be unrefundable if the cancellation form has not been filled out.

The undersigned hereby acknowledge that he/she has read and understands this rental agreement in its entirety (5 pages) and agrees to be bound by its terms and conditions.

Occupant

Signature: * _____

Printed Name: _____

Date: _____

Boat Works of Alaska Representative

*By signing you are stating and agreeing "I have read all five (5) pages of this rental agreement"

RULES

Initial _____

_____ Access Gate: Available Monday-Sunday Between 6am-12am

_____ Gate access code will only be given to occupant. It is the occupant's responsibility to explain its usage to any person it authorized to use the space.

_____ Smoking anywhere within the fence is prohibited.

_____ Speed limit in the facility is **5 mph**.

_____ Since Boat Works of Alaska LLC is a self-storage facility it does not remove snow and ice from occupant's space.

_____ Boat Works of Alaska LLC reserves the right to move renter's property for the safety of the premises and for premises maintenance and or premises improvements, after attempts of contacting to contact owner to receive approval.

_____ Renter's Property must be kept in drivable and road worthy conditions at all times, including tires to be inflated at all times.

_____ The space shall only be used for the storage of property specified in this rental agreement. No materials, supplies, or equipment may be stored outside of the Renter's Property.

_____ Renter's Property covers must be properly secured to avoid damage to others.

_____ No heavy mechanical repairs may be made on the premises.

_____ Occupant will be responsible for all damages they or their property causes to the fence or access gate.

_____ No littering on the premises.

_____ No loose animals on the premises, and no storage of animals on the premises.

_____ No living or sleeping on premises.

_____ No disposal of hazardous waste on premises.

_____ Please navigate the yard by its aisle ways.

_____ Owner is not responsible for loss or damage of property stored on the premises.

For further, and more in depth rules and regulations for storing with Boat Works of Alaska LLC please read the rental agreement in its entirety of (5) pages

Occupant has read the above rules, understands and agrees to abide by them, and has received a copy of the rental agreement and the rules.

Signature: _____ Date: _____

WE STRIVE TO PROVIDE A PERSONAL AND PROFESSIONAL EXPERIENCE WITH EACH CUSTOMER. THANK YOU FOR CHOOSING BOAT WORKS OF ALASKA LLC FOR YOUR SELF-STORAGE NEEDS. WE LOOK FORWARD FOR A LONG LASTING RELATIONSHIP WITH YOU.



BOAT WORKS OF ALASKA LLC
1 1820 OLD SEWARD HIGHWAY ANCHORAGE,
AK 99515
PHONE: 907-344-BOAT(2628)
FAX: 907-344-2660
EMAIL: CONTACT@BOATWORKSOFALASKA.COM

STORAGE CONTRACT TERMINATION FORM

Please retain for your convenience.

Name _____ Address _____ City _____ State _____ Zip _____
Phone _____ Email _____
Description of property _____
Date of Removal from Property ____ / ____ / ____

Thank you for choosing Boat Works of Alaska LLC for your storage needs.

In order to make sure your Storage Contract will be canceled this form must be completed.
Please read carefully and fully while completing this exit form.

1. Once this form is complete and signed your previous contract will be voided/deleted from our records.
2. If you are signing your property off of the premises before the renewal of a new month, know that you are still held accountable for the rest of the monthly storage rent (unless otherwise discussed and agreed upon).
3. By signing you agree to leave the yard as it was as you came. Do not leave anything behind, such as trash, small items, etc.
4. Once property is signed out be aware that your space is NOT reserved. If you choose to store with us again you must sign a NEW contract and a NEW agreement to renew storage with us.
5. If you would like to reserve your space: Arrangements and prices may be discussed upon signing this termination form.
6. Once this form is signed you no longer are legally allowed on the property 24/7 as previously allowed. You no longer are legally allowed to have any property on our premises without new or other written consent from the company.

“I have fully read, fully understand and agree to follow the terms and statements above. I have asked any questions I have pertaining to my previous contract and am knowledgeable and aware of what I am signing.”

Signature _____

Date ____ / ____ / ____