

**Landlord:**

**www.RVStorageVault.com**  
**RV, Boat and Self-Storage Facility**  
**The Storage Vault, LLC**  
**1186 State Highway 37**  
**West Frankfort, IL 62896**  
**info@RVStorageVault.com**  
**(618) 426-6600**

**Tenant**

**FIRST\_NAME , LAST\_NAME**  
**ADDRESS ADDRESS 2**  
**CITY, AL 12345**  
**(111) 111-1111**  
**EMAIL@SAMPLE.COM**

## RV AND BOAT RENTAL AGREEMENT

This is an agreement between 'The Storage Vault LLC' DBA 'RV Storage Vault' (Landlord) and FIRST\_NAME LAST\_NAME (Tenant) to

rent space to store a recreational vehicle or boat. The owner of the vehicle or vessel understands that it will be stored entirely at the risk of the owner (Tenant) and that no ownership interest or bailment in the storage facility is granted to the tenant.

**Unit Description:** SAMPLE UNIT DESCRIPTION

**Unit Number:** SAMPLE UNIT NUMBER

**Unit Size:** SAMPLE UNIT SIZE

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**Monthly - \$ XXX monthly**

Your card will automatically be charged monthly on or near the calendar date of this agreement.

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**TYPE OF RV OR BOAT:** Motorhome

### Description

**YEAR:** 2023

**MAKE:** MAKE

**MODEL:** MODEL

**LENGTH:** 183.3 inches

**VIN#:** VIN#

### Insurance Required

**INSURANCE COMPANY NAME:** INSURANCE\_COMPANY\_NAME

**Policy Number:** POLICY\_NUMBER

### Responsible Party

**RENTER'S DRIVER LICENSE NUMBER:** RENTER\_DRIVER\_LICENSE\_NUMBER

**STATE ISSUED:** Select State

## Emergency Contact

**NAME:** EMERGENCY\_CONTACT\_NAME

**PHONE:** (111) 111-1111

**EMAIL ADDRESS:** EMAIL@SAMPLE.COM

**RELATIONSHIP:** EMERGENCY\_CONTACT\_RELATIONSHIP

- 1. Term:** This Agreement continues month-to-month until terminated or revised. The tenant warrants that the unit is clean and undamaged upon initial occupancy unless otherwise noted on a signed addendum to the agreement. Landlord reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant. Said revised Agreement shall not require Tenants signature to become effective.
- 2. Rental:** Tenant shall pay Landlord rent (see above) which includes Illinois sales tax. There will be no proration for the last month of occupancy. Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Landlord reserves the right to change the rental rate charged at the initial term of this Agreement with 30 days advance notice to Tenant.
- 3. Payment:** Payment of monthly rent and other charges permitted by this Agreement shall be made on time. No bills or statements are sent. Payment must be made online through our online portal using a debit or credit card. If the Tenant does not contact the Landlord to cancel the rental unit at least 3 business days before the next billing date and remove all goods and vehicles from the premises, Tenant agrees that the Landlord may charge the credit card on file for the next payment due.
- 4. Late Charges:** Tenant agrees to pay applicable late charges. If tenant fails to pay rent by the end of the fifth (5th) calendar day after said rent is due or if Tenant's automatic credit card charge is declined and not remedied, a late fee of \$15.00 will be charged to the Tenant's account. Late fees apply with or without notice.
- 5. Termination by Tenant (Intent to Vacate):** TENANT MUST GIVE LANDLORD AT LEAST THREE (3) DAYS ADVANCED NOTICE OF TERMINATION OF THIS AGREEMENT. Any prepaid rent for months other than the month vacating will be refunded.
- Tenant is responsible for all rent and other charges as long as the Tenant's lock remains on the Unit and/or the vehicle or vessel is parked on the rental Space or facility premises. Upon vacating, Tenant must leave the Unit or Parking Space empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean Unit or Space upon vacating, Tenant will pay any costs the Landlord incurs emptying, hauling and cleaning the Unit/Space. Rent and other fees continue to accrue until Tenant's lock is removed and cleaning is accomplished.
- 7. Default:** If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default of this Agreement and Landlord may bring an action for restitution of the Premises as allowed by Illinois law.

**Furthermore, pursuant to Illinois law:**

### A. Regarding Self-Storage:

Landlord may deny Tenant access to the storage space by overlocking when rent is more than five (5) days past due. If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expenses incurred by Landlord within ten (10) days after the delivery of a default notice to Tenant, Tenant's property in or on the premises will be advertised for sale and will be sold at a specified time and place as allowed by the Illinois law. Prior to sending a default notice, Landlord will enter Tenant's unit to compile an inventory of items required by law for inclusion in the default notice and public sale advertisement. The Tenant's lock will be physically removed at this time and Tenant's unit will be sealed with a Landlord's lock.

### B. Regarding RV and Boat Storage:

Landlord may deny Tenant access to the storage space by overlocking the door or denying entry to the electronic gate when rent is past due.

**C. Renter acknowledges that the Landlord is hereby given a lien upon the Renter's RV or Vessel to secure any and all space rental fees, repairs, parts and services rendered to, or supplied to Renter during the term of this Agreement. Any unit left in storage 60 days with a delinquent account balance shall be considered abandoned and towed. Tenant may recover vehicle from Towing Company after paying towing and storage costs. Past rent is still due even after a vehicle or vessel has been towed.**

**8. Use of Storage Space:** Landlord is not engaged in the business of storing goods for hire and no bailment or interest in the property is created under this agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to live in the storage space or use the space for any illegal purpose. Tenant agrees not to store flammables, stolen property, perishables, guns, ammunition, anything alive or dead. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

**9. Hazardous or Toxic Materials:** Tenant is strictly prohibited from storing or using on the premises, materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

**10. Care of the Premises:** Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition, reasonable wear and tear is expected, and Tenant shall not perform any practices which may injure the building or buildings or premises or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature.

**11. Damage by Tenant:** Tenant is responsible for the cost to repair any and all damage to the Unit or facility caused by Tenant, Tenant's agents, employees, invitees and/or guests.

**12. Insurance:** LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS, VEHICLES OR VESSELS. Renter agrees to carry his own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism. As renters of space, the Landlord cannot and will not be responsible for loss of any kind, and it is mutually understood the Renter hereby releases Landlord from any and all liability.

**A. Stored Goods:** Tenant is encouraged to obtain a renters insurance policy to cover Tenant contents while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

**B. Vehicles and Vessels Insurance Requirement:** Tenant is required to provide PROOF OF INSURANCE for their vehicle or vessel and provide the Landlord with the Insurance Company Name and Policy Number.

**13. Release of Landlord's Liability for Property Damage:** All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.

**14. Release of Landlord's Liability for Bodily Injury:** Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

**15. Indemnification:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

**16. Landlord's Right to Enter (No Default):** Tenant grants Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon one (1) days advance notice to Tenant for non-emergency situations. In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

**17. Tenant's Access:** Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

**18. Locks For Enclosed Units:** Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep Unit locked when Tenant is not present at premises. Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant.

**19. Property Left on Premises:** Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in depositing of such property.

**20. Rules:** Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to observe a 5 MPH speed limit on the premises.

**21. Relocation:** Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

**22. Sublease:** Tenant may not assign this Agreement or sublet the premises.

**23. Severability:** It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

**24. Governing Law:** This agreement shall be subject to and governed by the laws of the State of Illinois.

**25. Waiver:** The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

**26. Survival of Covenants:** All portions of this Agreement which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Agreement.

**27. Entire Rental Agreement:** This agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

**28. Additional Conditions For RVs and Boats:**

- > Landlord is not responsible for the continued inflation of tires.
- > Space rental fees, as well as any labor charges, parts, and services incurred, must be paid in full before removal of Tenant's property.
- > Landlord is not responsible for freezing or heat loss of any nature. We do offer winterization & de-winterization services.
- > Tenant understands and agrees that NO ITEMS may be stored on the ground of their open air or covered parking unit.

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I have read the above agreement and understand and agree to the terms and conditions set forth herein. I confirm that this is my electronic signature and should be treated in all respects as having the same force and effect as my original signature.

## Electronic Signatures

*FIRST\_NAME LAST\_NAME*

FIRST\_NAME LAST\_NAME

Jan 03, 2023 04:52

Email: EMAIL@SAMPLE.COM

## Audit trail

**Jan 03, 2023 04:52**

Signed By: FIRST\_NAME LAST\_NAME (IP: 127.0.0.1)

**Jan 03, 2023 04:52**

**Document finalized**

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