



GEAR LEASE AGREEMENT

The City of Craig hereby grants to the undersigned Lessee, gear storage in a van on the North Cove Breakwater on the following terms and conditions:

1. Lessee hereby agrees to pay in advance the monthly fees for rent of one 20'x8'x8' van for gear storage from the City of Craig. The city reserves the right to change the van rental fees from time to time, and Lessee hereby agrees to comply at all times throughout the period of this Agreement with the fees and Policies of the City of Craig, as they may be changed. Failure by Lessee to pay fees on time in accordance with this Agreement will result in loss of the storage assignment and may result in other actions by the City as outlined below. This Agreement shall not become effective until Lessee pays the City the initial monthly fee indicated below and all information requested has been provided and all other fees owed the City for use of harbor facilities is paid in full.
2. Lessee has examined the storage area and accepts it in its present condition. Lessee agrees to use the premises for storage of fishing gear and shall not use it for any other purpose without the prior written consent of the City. Lessee further agrees to keep said premises in a clean and orderly condition and not to commit waste of any kind and that upon expiration or sooner termination of this lease, the premises will be returned to the City in the same condition as when received. Lessee agrees that the City may change the storage location or realign stored items as necessary for the efficient operation of the facility. The City reserves the right to inspect contents of the vans if conditions arise that suggest the vans are being used for storage of items other than that related directly to fishing or if conditions arise that indicate gear stored has not been properly or reasonably cleaned prior to storage.
3. The City, its officers, employees and agents shall not be liable for any injury including death, to any persons or for damage to any property caused by the negligence of the Lessee, its employees, agents or invitees occurring on the premises or in the areas adjacent thereto or related in any way to the Lessee's use or occupancy of the premises and of the areas adjacent thereto. The Lessee further agrees to defend and to hold and to save the City, its officers, employees and agents harmless from all liability or expense (including attorney fees and the expense of litigation) in connection with any such items of actual or alleged injury, death or property damage caused by the negligence of the Lessee, its employees, agents or invitees.
4. The Lessee accepts sole responsibility for the security of Lessee's property against theft or vandalism; and Lessee agrees that the City shall not be held liable for loss of or damage to Lessee's property caused by fire, or by storm, tidal wave or other natural causes.
5. Lessee agrees to comply with all applicable rules and regulations of the City now in existence and as hereafter amended pertaining to Craig harbors, including, but not limited to the storage area or other realty of which the premises are a part. Lessee further agrees to comply with all applicable federal, state, and municipal laws, ordinances and regulations.
6. Lessee shall not assign or transfer this lease or any interest therein nor sublet the whole or any part of the premises without the prior written consent of the City.
7. Time is of the essence of this Agreement. In the event of Lessee's failure to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or

agreements herein set forth to by kept, the city may elect to terminate this lease and re-enter and take possession of the Gear Storage with or without process of law: Provided, however, that Lessee shall be given fifteen (15) days notice in writing, at the address provided below, stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such re-entry there remains any personal property of Lessee or of any other persons upon the leased premises, the City may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the City for any expense incurred by the City in connection with such removal and storage. The City shall have the right to sell such property without notice to Lessee, after it has been held or stored for a period of thirty (30) days or more. Proceeds of such sale shall be applied first to the cost of such sale, second to the payment of charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the City and the balance, if any, shall be paid to the Lessee.

- 8. At the expiration or sooner termination of this lease, Lessee shall promptly surrender possession of the premises to the City. In the event an action must be brought to reinforce the provisions of the lease, the prevailing party shall be entitled to its costs and attorney's fees in the trial court and in any appellate courts.
- 9. This Agreement shall be for a month-to-month tenancy and becomes effective on the date stated below. This Agreement shall remain in force unless terminated by written notice given by either party to the other ten (10) days preceding the end of the month.
- 10. If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall continue in full force and effect.
- 11. Lessee will be notified of any proposed changes in rental fees prior to it being imposed.
- 12. This Agreement constitutes the whole Agreement between the City and Lessee. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective except by an agreement in writing.

LEASE INFORMATION

Name: _____ Account No.: _____

Billing Address: _____
Address City State Zip

Phone Number: _____

Boat (Number or Name) and Type: _____

Receipt Number: _____ Deposit: _____

Rate: Six Months: _____ Monthly: _____

Date of Occupancy: _____ Storage Van Number: _____

Description of Stored Items: _____

Signature of Lessor _____ Date _____ Signature of Lessee/Agent _____ Date _____



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