

Lighthouse Marina, Restaurant & Resort

Vehicle/Boat/Trailer Storage Premises Rental Agreement

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Sacramento, a political subdivision of the State of California, Lighthouse Marina, Restaurant & Resort, Recreation Area (hereafter LESSOR) and _____ (hereafter LESSEE) for the rental by LESSEE of LESSOR'S storage premises for LESSEE'S vehicle, boat, and/or trailer (hereafter Premises).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. LESSOR'S Name and
Address: Lighthouse
Marina, Restaurant &
Resort
2. 151 Brannan Island Rd
Isleton, CA 95641
3. LESSEE'S Name, Address and Phone #
4. Name: _____

Member # _____

Address: _____

Phone: _____
5. Storage Space Number: _____
6. Make, Model _____
7. License Plate # _____
8. Occupancy and Removal: Date of occupancy ____ / ____ / ____
 - a. The Date of Occupancy shall be the date set forth above.
 - b. LESSOR paying Monthly Rent may terminate this Agreement without cause upon 30 (thirty) days written notice of termination (hereafter Notice) to the Lighthouse Member services. Said Notice may be delivered in person at the Main Office or may be mailed to the address listed in section 1. LESSEE shall vacate the premises no later than the date of vacancy as stated in the Notice.
 - c. If LESSEE fails to give written Notice that LESSEE is vacating the Premises, LESSEE shall continue to be responsible for the Monthly Rental.
 - d. Oral notices to vacate the Premises given to Gate personnel or Rangers in the field will NOT be acknowledged or accepted.
 - e. LESSOR may terminate a Monthly Rent Agreement without cause upon 30 (thirty) days written notice. LESSOR may terminate a Monthly Rent Agreement or an Annual Rent Agreement for cause at any time.

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9. Monthly Rent: Uncovered \$65.00 or Covered \$90.00 for Members, Non Members Uncovered \$80.00 or Covered \$ 110.00 payable in advance, on or before the first of each month LESSOR may adjust the Monthly Rent from time to time by resolution by the County Board of Supervisors. LESSEE shall be provided with 30 (thirty) days written notice of any adjustment in the Monthly Rent.

10. DELINQUENT Payments, Charges and Remedies:

- a. Rent not paid by the 15th of each month shall be considered DELINQUENT, and LESSEE shall be subject to a \$15.00 late fee.
- b. Monthly Rent shall be charged for each month LESSEE'S property remains on the PREMISES during LESSEE'S DELINQUENT status.
- c. Late fees shall be charged for each month for which payment is DELINQUENT.
- d. In the event Rent and/or late fees are DELINQUENT for 30 days or longer, LESSOR may lien sale all LESSEE'S property on the Premises. LESSEE grants LESSOR the right to dispose and/or sell LESSEE'S property immediately after the Rent and/or late fees is DELINQUENT for 30 days or more. LESSOR may take any necessary lawful action to dispose and/or sell LESSEE'S property and recover all DELINQUENT Rent and late fees and other applicable charges.
- e. LESSOR'S rights, remedies, and benefits provided by this Agreement shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.
- f. LESSEE shall have the right to remit full payment for all DELINQUENT rent and late fees, and redeem all property which the LESSOR has impounded subject to the terms and conditions of this Agreement, provided said property has not already been posed and/or sold of to satisfy LESSEE'S DELINQUENT account.

Change of Address or Ownership:

- a. LESSEE agrees to provide LESSOR written notice of any change in LESSEE'S home/ mailing address.
- b. LESSEE agrees to provide LESSOR written notice of any change in ownership of the property stored within the Premises.
- c. LESSEE agrees to provide written notice to the purchaser of LESSEE'S property that said purchaser must complete a new rental Agreement for the continued storage of the same or new property within the Premises.

11. Insurance: It shall be the sole responsibility of the LESSEE to provide insurance coverage for all items stored on the Premises. LESSOR shall assume no responsibility or liability for any losses to LESSEE'S property while said property is stored in the Premises.

12. Permitted Use:

- a. Premises shall be for the purpose of storing LESSEE'S vehicle, boat, trailer and/or travel trailer ONLY.
- b. Any type of maintenance performed on vehicles on the Premises is strictly prohibited.
- c. The occupancy or use of any vehicle or trailer within the Premises is strictly prohibited.
- d. No other use or change in occupancy shall be permitted.

13. Signs: LESSEE agrees not to use or display any advertising media that shall be deemed objectionable to LESSOR.

14. Maintenance of Leased Premises: LESSOR is not required to make any improvements or repairs of any kind upon Premises and appurtenances, except as to those improvements or repairs which LESSOR may make at its sole discretion and except as to those improvements or repairs that may be required by law.

15. Assignment and Subletting: LESSEE agrees not to assign, sublease or in any manner transfer this Agreement to any other party without the written consent of LESSOR and any attempt to assign or transfer the Agreement without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. Waste and Nuisance: LESSEE shall not accumulate or store any waste on the Premises or cause any nuisance or other act which may disturb the LESSOR or any other LESSEE.

17. Access by LESSOR: LESSOR (Lighthouse Marina, Restaurant & Resort Staff) shall have the right to enter the Premises at all reasonable times to examine, and to make such repairs, alterations, improvements, or additions as LESSOR may deem necessary or desirable. LESSOR also reserves the right to change space assignments on a routine or emergency basis.

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18. Access by LESSEE:
- a. LESSEE shall have the right to access Premises and LESSEE'S property during the daylight regular park hours of operation while the park offices are open.
 - b. Access shall be denied if LESSEE'S account is DELINQUENT or if there are late fees owing.
19. Destruction of Premises:
- a. In the event the Premises are partially or totally destroyed as a result of a natural or man-made disaster, LESSOR may, at its option, repair the Premises or choose to terminate this Agreement.
 - b. Lighthouse Marina, Restaurant & Resort, Sacramento County, State of California, and the United States Government shall not be responsible or held liable in any manner for the destruction, loss or damage to LESSEE'S property as a result of a natural or man-made disaster which damages or destroys any portion of the Premises and/or its contents.
 - c. Storage of Hazardous materials or substances: LESSEE shall not store hazardous materials or substances on the Premises without obtaining the prior written consent of LESSOR, as such hazardous materials and substances may be defined by California or Federal law, whether or not such materials or substances are defined in Title 23, Subchapter 16 of the California Code of Administrative Regulations, Sections 2610 through 2714. If LESSEE violates this provision and stores hazardous materials or substances on the Premises, LESSEE shall provide LESSOR with a report certified by a professional or professionals acceptable to the LESSOR that the Premises are free of and uncontaminated by the hazardous materials or substances and that there has not been an unpremeditated release or discharge of hazardous materials or substances upon the Premises or into the groundwater during the term of the Agreement. LESSEE further covenants that it shall notify LESSOR immediately upon the discovery of any release of a hazardous material or substance, will promptly remediate any contamination from a hazardous material or substance release which occurs upon the Premises and will deliver the Premises to LESSOR upon the termination of this Agreement, free of and uncontaminated by any hazardous materials or substances.
 - d. Covenant To Hold Harmless: LESSEE shall indemnify and hold harmless LESSOR, the State of California, and the United States
21. Entire Agreement: This Agreement sets forth all the covenants, promises, conditions, and understandings between LESSOR and LESSEE concerning the use and access of the Premises. This Agreement supersedes any past covenants, promises, agreements, conditions, or understandings, either oral or written. No alteration, amendment, change, or addition to this Agreement shall be binding upon LESSOR or LESSEE unless in writing and signed by both parties to this Agreement. The parties agree that they shall rely solely upon the terms of this Agreement to govern their relationship. They further agree that reliance upon any representation, act, or omission outside the terms of this Agreement shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.
22. Severability: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
23. No Waiver of Default: No delay or omission of LESSOR to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to LESSOR shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of LESSOR.
24. Successors and Assigns: All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
25. Compliance with Law: LESSEE shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction,
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or the admission of LESSEE in any action or proceeding against LESSEE, whether LESSOR be a party thereto or not, that LESSEE has violated any such ordinance or statute, shall be conclusive of that fact as between LESSEE and LESSOR.

26. Authority: All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

27. Governing Law. This Rental Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, LESSOR and LESSEE have agreed to all covenants, promises, conditions, and understandings as stated in this Agreement.

LESSEE Signature

Date

LESSOR Signature
(Lighthouse Marina, Restaurant & Resort Staff)

Date

Signature
(Lighthouse Marina, Restaurant & Resort Staff)

Date

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Emergency Contact Information

Name:	
Relationship:	
Phone Number:	
Address:	
City:	
State & Zip Code:	

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