

**Westward Shores Cottages & RV Resort  
2022 Summer Boat Storage Agreement**

<b>Name:</b>	
<b>Address (Street/City/State/Zip):</b>	
<b>Email:</b>	<b>Site Number:</b>
<b>Home Phone:</b>	<b>Business Phone:</b>
<b>Date of Rental:</b>	<b>Unit Number/ Storage Location:</b>
<b>Size:</b>	<b>Make/Model:</b>
<b>Plate #:</b>	<b>VIN/Vessel:</b>
<b>Person(s) Authorized to Enter:</b>	<b>Monthly Rent: \$</b>

**I, (Occupant) hereby rent from Westward Shores TRS JV, LLC (“Owner” or “Campground”):**

- Summer Seasonal Boat Storage (in storage lot): \$425.00 (May 13, 2022 - October 16, 2022)
- Summer Trailer Only Storage (in storage lot): \$2.00 per day with 30 day minimum,
- Daily Self Serve Boat Storage (in storage lot): \$10 per day

located at 110 Nichols Road, West Ossipee, NH 03890. It is fully understood that rent is due and payable in advance for the above checked storage term. All boat trailers must be tagged by the reservations office as well as have your Site Number clearly placed on the trailer. To secure payment in full of all rent, charges, fees, or other expenses and the cost of any sale due hereunder, the parties agree that the lien on the Occupant’s personal property shall also secure the Occupant’s full performance of all terms of this

Agreement and shall continue as long as any obligations of the User remain outstanding regardless of whom has possession of the personal property and/or whether it has been removed from the premises.

### **TERMS AND CONDITIONS. PLEASE READ CAREFULLY**

1. **Term.** The term of this Agreement shall be from May 13, 2022 - October 16, 2022 unless terminated earlier pursuant to the terms of this Agreement selected above. Short term and daily storage are agreed to terms for dates listed in the guest's reservation profile. No rent refunds are given.

2. **Storage Unit & Access.** Immediately upon the placement of personal property in the storage lot, the Occupant shall secure the Boat and is responsible for maintaining control of the keys or combination throughout the term of this Agreement. The Occupant shall have access to the Boat for the purposes of storing and retrieving items only. Campground may condition the Occupant's access to the Boat for the purpose of maintaining security of the premises, by such means as limited hours of operation, requiring identification, using sign-in/sign-out system, etc. Campground is not responsible for verifying the identity of the Occupant, or any other(s) who may be authorized to enter the Boat and shall be held harmless against any loss sustained by the Occupant for entry of the unit by unauthorized persons. Campground has no responsibility whatsoever to provide a lock to the Occupant's Boat and is not responsible for moving Occupant's property in or out of the Boat or off the storage lot. At the expiration or termination of this Agreement, the Occupant must remove all property from the storage space.

3. **Rent.** The rental rate for Summer Storage is:

- Summer Seasonal Boat Storage (in storage lot): \$425.00
- Summer Trailer Only Storage (in storage lot): \$2.25 per day with 30 day minimum,
- Daily Self Serve Boat Storage (in storage lot): \$10 per day

**Rent for the Summer Season is due on or before the Boat or trailer is placed in storage. Rent for short term storage shall be paid in advance of stay.** There is a \$25.00 charge for any check returned unpaid.

4. **Rules and Regulations.** The Occupant agrees to abide by all posted rules and regulations. The Owner reserves the right to amend the rules and regulations from time to time. The Occupant acknowledges receipt of a copy of the current rules and regulations upon the execution of this agreement.

5. **Use, Occupancy, and Compliance with The Law.** The premises are to be used only for storage of a Boat and household goods inside the Boat owned by the Occupant. Since the Occupant stores goods without the Owner's knowledge, supervision, or control, it is specifically agreed that the Owner is not responsible for the kind, quality or value of any goods stored by the Occupant pursuant to this Agreement. The Owner is not a warehouse as defined by RSA 382-A:7 and does not have the obligations thereof. Nothing herein shall constitute any Agreement of admission by the Owner that the Occupant's stored property has any value, nor shall anything herein affect the release of the Owner's liability set forth below. The storage of corrosive materials, perishable items, contaminants and pollutants, contraband, toxic waste, welding, flammable, explosive or other inherently dangerous material is prohibited. The Occupant shall not store any items that are in violation of any ordinance, order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirement. The Occupant shall not do any act which creates or may create a nuisance in or around the Unit or the premises, or which in any way

compromises or affects the Owner's insurance on the Premises.

**6. Owner's Right of Access.** The Owner or the Owner's representative shall have the right, upon reasonable advance notice to the Occupant, to enter the Boat for the purpose of examining the Boat of the contents thereof to assure compliance with the terms of this Agreement or for making repairs or alterations thereto. In the event of an emergency, or in the event the Owner believes that a hazardous or unlawful condition or nuisance is being created on the rental space, the Owner or the Owner's representative is authorized to enter the Boat immediately, without prior notice to the Occupant.

**7. Risk of Loss and Insurance.** The Occupant agrees that the risk of loss is entirely-on the Occupant. The Owner is not responsible for the loss or damage of any property stored on the storage lot and does not provide insurance covering any personal property of the Occupant. Obtaining insurance on the Occupant's personal property is the sole responsibility of the Occupant. If the Occupant obtains such insurance, the Occupant's carrier shall not be subrogated to any claim of the Occupant for any liability whatsoever released herein.

**8. Assignment or Subletting.** The Occupant shall not sublet the storage space or assign any interest in this Agreement without the prior written consent of the Owner.

**9. Storage Lien.** Pursuant to RSA 451-C, the Owner and Northgate Ossipee LLC ("Relevant Parties") have a lien upon all personal property brought to the premises to secure the payment in full of all rent, charges, fees, or expenses, and the costs of any sale due hereunder. The parties agree that the lien on the Occupant's personal property shall continue as long as any obligations of the User remain outstanding regardless of who has possession of the personal property/Boat and/or whether it has been removed from the premises.

**10. Default and Sale.** Time is the essence in the payment of all obligations and performance of all terms of this Agreement. In addition to late fees and interest, the Relevant Parties shall have all the rights and remedies afforded by RSA 451-C, to which the Occupant is referred. Pursuant to RSA 451-C, if any rent, charges, fees, or expenses remain unpaid for a period of five (5) days, the Relevant Parties may deny the Occupant access to the Boat and storage space until they are paid in full. If after thirty (30) days any of the rent, charges, fees, or expenses shall remain unpaid, the Relevant Parties may remove the Owner's and Occupant's locks, remove any personal property from the storage space and retain such personal property, and then, after satisfying the statutory notice provisions, proceed to sell such personal property to satisfy the lien. A notice of sale shall be served upon the occupant in person or by registered or certified mail at the last known address no less than fourteen (14) days before the sale, stating the time and place of sale, the property to be sold and the amount of the rent, charges, fees, or expenses owed. The Occupant agrees that the Relevant Parties shall have the fullest discretion allowed by law in the conduct of any sale of the Occupant's property as a result of the Occupant's default. The Relevant Parties are expressly authorized to sell goods in any commercially reasonable manner which shall include an unadvertised, private sale, at the going rate to any person or entity dealing in used or second-hand property. The proceeds of any sale shall be applied first to the expenses of the sale including reasonable attorney's fees, satisfaction of the underlying debt, satisfaction of the underlying debt of any other lien holder of record. Any proceeds remaining from the sale shall be paid to the Relevant Parties. If the Relevant Parties are unable to return the excess proceeds due to the Occupant's failure to provide the Relevant Parties with the current address, the excess proceeds will be deemed to have been abandoned and will be turned over to the State of New Hampshire if not claimed within a reasonable period of time. If the proceeds of the sale are not sufficient to satisfy the Occupant's indebtedness to the Relevant Parties, the Occupant shall be liable to the Relevant Parties for the deficiency.

**11. Notice to Lienholders.** Any lienholder discovered pursuant to RSA 451-C shall be given notice of any sale at least twenty (20) days prior to the date of sale, except in the case of a motor vehicle, notice shall be sent at least thirty (30) days prior to the date of sale. Lienholder must remove such

property from the Owner's possession or from the occupant's self storage Unit within twenty (20) days of the date of mailing of the notice of sale. The Owner shall not be liable for releasing the Occupant's property to any such lienholder.

**12. Release and Indemnification.** The Occupant, for him or herself, and for his or her successors or assigns does hereby release the Relevant Parties, and his, her, or its successors or assigns, from and against any loss or damage, including injury or death, to them, their property or to third parties, arising out of their occupancy of the storage space or presence on the premises.

The Occupant, for him or herself, and for his or her successors or assigns, shall hold the Relevant Parties free from and against any and all claims, demands, actions, damages, attorney's fees, and costs of any nature, made or claimed by any person or entity arising out of the Occupant's use or occupancy of the storage space or presence on the Premises.

**13. Costs and Attorney's Fees.** In the event the Occupant shall breach this Agreement, the Occupant shall be responsible to the Relevant Parties for the payment of all costs of collection and/or enforcement, including reasonable attorney's fees.

**14. Notices.** Notices required herein shall be delivered in hand or sent to the respective parties at the addresses set forth herein, or such other addresses as are subsequently provided in writing, by certified or registered mail, return receipt requested. The Occupant is required to provide written notice to the Relevant Parties of any and all changes of address and telephone numbers. Such notice may be sent to the Relevant Parties by first class mail, postage prepaid, or delivered to the office at the Premises.

**15. Merger and Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may only be amended in writing, signed by the parties hereto.

**16. Severability.** In the event any provision of this Agreement is deemed by a court of competent jurisdiction to be awful or unenforceable, said provision shall be stricken and all other provisions shall remain in full force and effect.

**17. Situs.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

### **Occupant's Signature**

\_\_\_\_\_  
Name: \_\_\_\_\_

Date:

**Northgate Ossipee, LLC  
and Westward Shores TRS JV LLC**

By:

Its:

Date: