

STORAGE AGREEMENT FORM

Illinois District of American Turners (aka "Illinois Turner Camp") Vehicle/Boat/Trailer Storage Agreement

THIS AGREEMENT (hereafter "Agreement") is made by and between the Illinois District of American Turners (hereafter "LESSOR") and _____ (hereafter "LESSEE").

WITNESSETH:

WHEREAS, LESSEE desires to store its vehicle, boat, personal watercraft (e.g. jet ski), snowmobile and/or accompanying trailer identified in Paragraph 3 below (hereafter "Lessee's Property") at Illinois Turner Camp, One North River Road, Algonquin, Illinois (the "Premises") during the storage period identified in Paragraph 4 below; and

WHEREAS, LESSOR agrees to allow LESSEE to store Lessee's Property, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

1. LESSOR'S Name and Address:

Illinois District of American Turners
P. O. Box 211
Fox River Grove, IL. 60021
Email for Notices: itcfeedback2@gmail.com

2. LESSEE'S Name, Address and Phone Number:

Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

e-mail: _____

3. LESSEE'S PROPERTY DESCRIPTION:

YEAR: _____ MAKE/MODEL: _____

LICENSE PLATE #: _____ STATE: _____ EXPIRY: _____

REGISTRATION # (boat, personal watercraft, other) _____

STATE OF ISSUE: _____ REGISTRATION EXPIRY: _____

4. SEASONAL STORAGE PERIOD/TERM: LESSOR offers two (2) seasonal storage periods per year, each of which shall comprise a separate agreement. The term ("Term") of this Agreement shall be the storage period initialed by LESSOR and LESSEE below:

_____ Winter Storage Period commencing October 15, 202____ and expiring April 30 of the subsequent year; or

_____ Summer Storage Period commencing May 1, 202____ and expiring October 14 of the same year.

LESSOR may, at its option, allow LESSEE to begin storing specific property on the Premises a maximum of thirty (30) days prior to the start of any storage period provided that the Storage Agreement and Storage Fee are paid on or before dropping off Lessee's Property. There are no fractional storage periods. LESSOR reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to LESSEE.

5. EVIDENCE OF AUTHORIZED STORAGE: LESSEE agrees to affix an "Authorized Storage Tag" provided by LESSOR to a visible part of Lessee's Property. A new Authorized Storage Tag shall be issued for each storage period. The Authorized Storage Tag is not transferable to another party. Upon obtaining LESSOR'S prior written consent, which consent may be withheld in LESSOR'S sole and absolute discretion, LESSEE may transfer the Authorized Storage Tag to another vehicle/trailer owned by LESSEE provided that LESSEE agrees to pay any additional storage fee requested by LESSOR due to a change in size or property type and LESSEE provides LESSOR with the updated property description.
6. APPROPRIATE FEDERAL/STATE/LOCAL REGISTRATION REQUIREMENTS: LESSEE warrants and represents that Lessee's Property is properly registered with appropriate federal, state, and/or local government agencies. LESSEE agrees to maintain the requisite annual registration of Lessee's Property with appropriate federal, state, and/or local agencies and post visible evidence of such annual registration on Lessee's Property (e.g., license plates, boat sticker). LESSEE agrees that failure to maintain and post visible evidence of the requisite annual registration with appropriate federal, state, and/or local authorities on Lessee's Property shall be deemed by LESSOR to be an abandonment of property. In the event LESSEE fails to remove Lessee's Property from the Premises within TEN DAYS after receipt of LESSOR'S written notice of abandonment, then LESSEE grants to LESSOR the right to impound, remove, and/or sell Lessee's Property, at LESSEE'S expense.
7. SEASONAL STORAGE FEE: The Seasonal Storage Fee shall be **PAYABLE AT TIME OF STORAGE OR IN ADVANCE** according to the then current fee schedule, which LESSOR may amend from time to time without notice. Any change to the fee schedule will become effective beginning with the next storage period. Failure to sign the Storage Agreement and pay the Storage Fee prior to dropping Lessee's Property on the Premises will result in assessment of a \$100.00 fine. The Seasonal Storage Fee shall not be prorated for any reason.

This Agreement will be deemed to continue for the next storage period upon payment and acceptance of the appropriate Seasonal Storage Fee **prior** to the start of the forthcoming storage period. LESSOR may, at its option, allow LESSEE to pay in advance for multiple storage periods into the future. Advance payments for periods beyond the current storage period are non-refundable and shall not be subject to changes in LESSOR's fee schedule.

The Seasonal Storage Fee may be paid in the form of a personal or bank check made payable to the Illinois District of American Turners and sent to ITC Treasurer, Illinois District of the American Turners, PO Box 211, Fox River Grove, IL 60021 or deposited into the locked ITC mailbox at the

front gate of the Premises. **NO CASH WILL BE ACCEPTED.** Any check that is returned for any reason will result in a \$50 processing fee and may result in the immediate termination of this Agreement at LESSOR'S sole and absolute discretion. **Seasonal Storage Fees may also be paid electronically via Zelle to @itcmoney or using treasurer@illinoisdistrict-turners.org.**

8. **DELINQUENT REGISTRATIONS, PAYMENTS, CHARGES AND REMEDIES:** In the event LESSEE fails to maintain and display proof of proper registration with appropriate federal, state, or local government agencies OR if Lessee's Property remains on the Premises beyond the end of the Term, LESSOR may impound Lessee's Property on the Premises; and LESSEE grants LESSOR the right to remove, dispose and/or sell Lessee's Property and recover any expenses incurred by LESSOR related to such actions. Any residual funds shall be remitted to the LESSEE without recourse. 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.
9. **CHANGE OF ADDRESS OR OWNERSHIP:** LESSEE agrees to provide LESSOR written notice of any change in LESSEE'S home, mailing, and/or e-mail address and phone number. LESSEE agrees to provide LESSOR written notice of any change in ownership of the Lessee's Property stored within the Premises. LESSEE agrees to provide written notice to the purchaser of Lessee's Property that said purchaser must complete a new Storage Agreement for the continued storage of Lessee's Property within the Premises. Under no circumstances shall LESSOR be required to allow LESSEE to remove Lessee's Property from the Premises prior to the removal notification contained in Paragraph 20 hereof for the Winter Storage Period.
10. **SECURITY AND LIABILITY:** LESSEE understands and agrees that LESSOR does not provide any security system for the Premises. Lessee's Property shall occupy the Premises entirely at the risk of LESSEE. LESSOR is not responsible for carrying any insurance covering Lessee's Property. LESSEE is responsible, at its expense, to obtain insurance for Lessee's Property stored at the Premises, at its discretion. LESSEE hereby releases LESSOR, and all its officers, directors, cottage owners, agents and employees from any loss, damage, claim or injury resulting from any casualty, theft or other occurrence on or about the Premises.
11. **PERMITTED USE:** The Premises shall be used for the purpose of storing Lessee's Property and for no other purpose. LESSEE shall not perform any type of maintenance or repairs on Lessee's Property while it is stored on the Premises. The occupancy or use of any vehicle or trailer within the Premises is strictly prohibited.
12. **MOVEMENT OF LESSEE'S PROPERTY:** LESSEE expressly provides authorization to LESSOR to move Lessee's Property for the purpose of allowing other lessees to access or store their property. LESSEE understands and agrees that LESSOR, Illinois Turner Camp, and/or any of their employees, Council members or Committee members shall not be responsible or held liable in any manner for the destruction, loss or damage to Lessee's Property as a result of moving Lessee's Property.
13. **SIGNS:** LESSEE agrees not to use or display any advertising media that shall be deemed objectionable to LESSOR nor post "for sale" signs on Lessee's Property.
14. **MAINTENANCE OF PREMISES:** LESSOR is not required to make any improvements or repairs of any kind upon the Premises and/or appurtenances thereto, except as to those improvements or repairs which LESSOR may make at its sole and absolute discretion.
15. **ASSIGNMENT AND SUBLEASE:** LESSEE shall not assign, sublease or in any manner transfer this Agreement to any other party or attempt to assign or transfer this Agreement. Any such assignment, sublease or transfer without LESSOR'S prior written consent, which consent may be

withheld in LESSOR'S sole and absolute discretion, shall be void and without legal effect and shall constitute grounds for immediate termination of this Agreement.

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 LESSOR or any other lessee.
17. **DAMAGE OR DESTRUCTION:** In the event the Premises are partially or totally destroyed as a result of a natural or man-made disaster or by fire or other casualty, LESSOR may, at its option and in its sole discretion, repair the Premises or terminate this Agreement. LESSOR, and all its officers, directors, cottage owners, agents and employees 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 fire or other casualty which damages or destroys all or any portion of the Premises and/or its contents.
18. **COVENANT TO HOLD HARMLESS:** LESSEE shall indemnify and hold harmless LESSOR, and all its officers, directors, cottage owners, agents and employees, and the State of Illinois, and the United States.
19. **COMPLIANCE WITH LAW:** LESSEE shall, at its 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, 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.
20. **SURRENDER:** For the Winter Storage Period, LESSOR shall notify LESSEE when Lessee's Property must be removed from the Premises which shall be on or about the last two (2) weeks of April or as otherwise directed by LESSOR. LESSEE understands and agrees that once Lessee's Property is placed into storage on the Premises, Lessee's Property shall not be removed until notified by LESSOR as provided in the immediately preceding sentence. If this Agreement is terminated for any reason, LESSEE shall remove Lessee's Property from the Premises on or before the termination date in LESSOR's notice or as otherwise directed by LESSOR for the Winter Storage Period. If, following the expiration or termination of this Agreement, LESSEE fails to remove Lessee's Property, and if such failure continues for ten (10) days after the date of written notice to LESSEE, then LESSEE shall be deemed to have abandoned the property and shall cease to have any rights thereto. LESSOR shall have the right to remove Lessee's Property and to dispose of it in any manner determined by LESSOR in its sole and absolute discretion. In the event there is a disposal fee incurred by LESSOR, LESSEE shall reimburse LESSOR for the disposal fee upon receipt of an invoice therefor.
21. **GOVERNING LAW:** This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois.
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. 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 and absolute 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 and all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
25. **NOTICES:** Any notice required hereunder shall be deemed delivered to the parties at their addresses in Sections 1 and 2 above on the date the notice is hand-delivered, five (5) days after posting in the United States mail if sent by first class mail, or two (2) days following depositing with an overnight delivery service.
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. **ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, promises, conditions, and understandings between LESSOR and LESSEE concerning the storage of Lessee's Property on 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.

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

LESSOR:

ILLINOIS DISTRICT OF AMERICAN TURNERS

By _____
Title _____

Dated: _____, 20__

LESSEE:

Dated: _____, 20__