

# 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)

for the storage by LESSEE of LESSOR'S storage premises for LESSEE'S vehicle, boat, personal watercraft (e.g. jet ski), snowmobile, and/or accompanying 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:

Illinois Turner Camp  
Route 3, Box 238  
Algonquin, IL 60102

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

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

License Plate Number of Property to be stored (if plated): \_\_\_\_\_ State of Issue: \_\_\_\_\_ Expiry: \_\_\_\_\_

and/or;

Registration Number of Property to be stored (boat, personal watercraft, other): \_\_\_\_\_ State of Issue: \_\_\_\_\_

Expiry: \_\_\_\_\_

3. SEASONAL STORAGE PERIOD: The LESSOR offers two seasonal storage periods per year – each comprising a separate agreement.

- a. The Winter Storage Period begins October 15<sup>th</sup> of each year and ends on April 30<sup>th</sup> of the subsequent year.
- b. The Summer Storage Period begins May 1<sup>st</sup> of each year and ends on October 14<sup>th</sup> of the same year.
- c. LESSOR may, at its option, allow LESSEE to begin storing specific property on premises a maximum of 30 days prior to the start of any storage period.
- d. There are no fractional storage periods.

LESSEE INITIALS: \_\_\_\_\_

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### 4. EVIDENCE OF AUTHORIZED STORAGE:

- a. LESSEE agrees to affix an "Authorized Storage" tag, provided by the LESSOR to a visible part of the stored property (e.g. trailer, auto, boat, personal watercraft, RV).
- b. A new Authorized Storage tag shall be issued for each storage period.
- c. The Authorized Storage tag is not transferable to another party, but may be transferred to another vehicle/trailer owned by the LESSEE, with LESSOR's written permission.

### 5. APPROPRIATE FEDERAL/STATE/LOCAL REGISTRATION REQUIREMENTS:

- a. LESSEE agrees to store only property (e.g. boat, trailer, personal watercraft, antique vehicle, RV) that is properly registered with appropriate federal, state, or local government agencies.
- b. LESSEE agrees to maintain appropriate annual registration of property with appropriate federal/state/local agencies and post visible evidence of such annual registration on LESSEE'S stored property (e.g. license plates, boat sticker).
- c. LESSEE agrees that failure to maintain and post visible evidence of appropriate annual registration with appropriate federal/state/local authorities shall be deemed by LESSOR to indicate an abandonment of property; and LESSEE grants LESSOR the right to impound, remove, or sell LESSEE's property at the owner's expense within TEN DAYS of notification to LESSEE via e-mail or in writing.

### 6. SEASONAL STORAGE FEE:

- a. The Seasonal Storage Fee shall be **PAYABLE AT TIME OF STORAGE OR IN ADVANCE** according to the then current fee schedule, which the LESSOR may amend from time to time without notice.
- b. Any change to the fee schedule will become effective beginning with the next storage period.
- c. The Seasonal Storage Fee shall not be prorated for any reason.
- d. The 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.
- e. LESSOR may, at its option, allow LESSEE to pay in advance for multiple storage periods into the future.
  - i. Advance payments for periods beyond the current storage period are non-refundable.
  - ii. Advance payments for periods beyond the current storage period shall not be subject to changes in LESSOR's fee schedule.

### 7. PAYMENT:

- a. The Seasonal Storage Fee must be paid in the form of a personal or bank check made payable to the Illinois District of American Turners. NO CASH WILL BE ACCEPTED.
- b. Any check that is returned for any reason will result in a \$50 processing fee, and may result in the immediate termination of this contract; and the property shall be removed by the LESSOR at the owner's expense within TEN DAYS of notification via e-mail or in writing.
- c. **LESSOR reserves the right to terminate this Agreement without cause upon 30 (thirty) days written notice to LESSEE.**
- d. LESSOR reserves the right to offer the ability to receive Seasonal Storage Fees and/or other fees payments via alternate methods in the future.

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8. DELINQUENT REGISTRATIONS, PAYMENTS, CHARGES AND REMEDIES:

- a. In the event LESSEE fails to maintain and display proof of proper registration with appropriate federal, state, or local government agencies OR if the property remains on LESSOR premises beyond the end of a seasonal storage period, LESSOR may impound LESSEE's stored 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.
- b. 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:

- a. LESSEE agrees to provide LESSOR written notice of any change in LESSEE'S home, mailing, and or e-mail 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 Storage Agreement for the continued storage of the same or new property within the Premises.

10. INSURANCE:

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

11. PERMITTED USE:

- A. PREMISES SHALL BE FOR THE PURPOSE OF STORING LESSEE'S VEHICLE, BOAT, PERSONAL WATERCRAFT (I.E. JET SKI), SNOWMOBILE, 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.**

12. MOVEMENT OF PROPERTY BY LESSOR:

- a. LESSEE expressly provides authorization to move LESSEE's property for the purpose of allowing other lessee's to access or store their property.
- b. LESSEE understands and agrees the Illinois District of American Turners, Illinois Turner Camp, its 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 a moving LESSEE's property.

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13. SIGNS:

- a. LESSEE agrees not to use or display any advertising media that shall be deemed objectionable to LESSOR.

14. MAINTENANCE OF PREMISES:

- a. 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.

15. ASSIGNMENT AND SUBLETTING:

- a. LESSEE agrees not to assign, sublease or in any manner transfer this Agreement to any other party and any attempt to assign or transfer the Agreement without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of agreement.

16. WASTE AND NUISANCE:

- a. 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. 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. The Illinois District of American Turners, Illinois Turner Camp, its employees, or cottage owners 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.

18. COVENANT TO HOLD HARMLESS:

- a. LESSEE shall indemnify and hold harmless LESSOR, the State of Illinois, and the United States.

19. ENTIRE AGREEMENT:

- a. 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.
- b. This Agreement supersedes any past covenants, promises, agreements, conditions, or understandings, either oral or written.
- c. 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.
- d. The parties agree that they shall rely solely upon the terms of this Agreement to govern their relationship.
- e. 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.

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**20. SEVERABILITY:**

- a. 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.

**21. NO WAIVER OF DEFAULT:**

- a. 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;
- b. 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.

**22. SUCCESSORS AND ASSIGNS:**

- a. 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.

**23. COMPLIANCE WITH LAW:**

- a. 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.
- b. 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.

**24. AUTHORITY:**

- a. 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.

**25. GOVERNING LAW:**

- a. This Storage Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

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

\_\_\_\_\_  
DATE

LESSEE INITIALS: \_\_\_\_\_