

## STORAGE AGREEMENT

This RENTAL AGREEMENT by and between

Date \_\_\_\_\_

1. Normandy Farms Family Campground (Operator)  
72 West Street  
Foxboro, Massachusetts 02035  
866-673-2767

2. Name of Occupant \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Bus Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Storage Vehicle Identification Number (VIN) \_\_\_\_\_

MC / VISA / DISC Credit Card # \_\_\_\_\_ Exp \_\_\_ / \_\_\_ VCode \_\_\_\_\_

Local Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

Type of Vehicle Stored \_\_\_\_\_ Make \_\_\_\_\_ Size \_\_\_\_\_ Year \_\_\_\_\_

Plate Number \_\_\_\_\_ State \_\_\_\_\_

Approximate Length of Stay \_\_\_\_\_ Date Stored \_\_\_ / \_\_\_ / \_\_\_

Rental Rate \_\_\_/DAY \_\_\_/WEEK \_\_\_/MONTH \_\_\_7/ MONTH RATE\* \_\_\_/12 MONTH RATE\*

(\*PAID IN FULL IN ADVANCE)

Paid From \_\_\_\_\_ To \_\_\_\_\_

Keys Left at Normandy Farms Reception Center Y / N

### Important:

- Normandy Farms requires a copy of the current valid registration prior to the unit entering the storage area.
- The occupant agrees to supply a current copy year to year and will maintain a current license plate and sticker for identification on the stored unit while in storage at all times.
- Normandy Farms carries no insurance to cover property stored in the storage space against loss or damage and assumes no liability for same.
- Normandy Farms has a lien on property stored in the storage space for any and all charges incurred by occupant.
- Normandy Farms has the right to sell the property stored in the storage space to satisfy said lien if the occupant is in default pursuant to this agreement. A title must be submitted when lien is applied.
- Occupant must maintain the tires and hitch electric jack battery in good working condition at all times.

### 3. Description of Space and Storage Use

Normandy Farms agrees to lease the space to the Occupant for the storage of the above described vehicle only. Normandy Farms reserves the right to refuse the storage of any vehicle other than the above described vehicle. Normandy Farms reserves the right to refuse any old or undesirable units from storage space. Normandy Farms cannot supply storage space to truck campers or buses. The Occupant shall not commit or permit any waste on the space or the property of Normandy Farms. All holding tanks and/or port-a-pottys must be emptied at a proper dumping station facility before the RV is brought to Normandy Farms storage facility. No storage of dangerous materials or leaking items are permitted in the storage unit. All slide outs must be in the CLOSED position. No exceptions.

#### **4. Basic Charge**

The Occupant agrees to pay to Normandy Farms the rent as shown above. The first two months' rent fees when storing on a monthly basis shall be paid by the Occupant upon the execution of this agreement, and agrees to pay the rent charge each and every month thereafter beginning on the \_\_\_\_ day of the month until this agreement is terminated.

Normandy Farms will charge the credit card on file on the beginning date of each month when paying monthly. An interest rate of 1.5% per month (annual percentage rate 18%) will be added on all past due accounts. An account is past due 10 days following the due date. Normandy Farms will automatically charge the credit card on file.

#### **5. Operator's Option to Renew**

Normandy Farms reserves the right not to renew this agreement for any reason. Occupant agrees to vacate upon demand or failure by occupant to comply or breach of any of the terms or covenants of this agreement.

#### **6. Performance/Cleanup**

The Occupant agrees to surrender the space to Normandy Farms at the end of this agreement in a clean, and reusable condition. All cost and expense incurred by Normandy Farms in restoring the space to the same condition as when occupied will be paid by the Occupant.

#### **7. Non-Liability of Normandy Farms and Insurance Obligation of Occupant**

Normandy Farms carries no insurance which covers any loss whatsoever that the Occupant may have or claim as a result of using the storage space provided for in this agreement. Occupant must obtain any insurance desired at their own expense. Normandy Farms strongly recommends that the Occupant must have their own insurance to protect their property against all perils. Property should be checked periodically for internal damage (leakage). Normandy Farms shall not be liable for personal injury or property damage or loss from theft, vandalism, fire, water, hurricane, rain, explosion, bursting pipes, electrically caused fire or any other cause whatsoever.

The Occupant hereby agrees to indemnify and hold Normandy Farms harmless from and against any and all claims for damages to their property or personal injury arising from the Occupant's use of the space provided, or from any activity, work or other things done, permitted to be done by the Occupant in or about the space of Normandy Farms' property.

#### **8. Securing Property in Storage**

The Occupant shall take whatever steps are necessary to safeguard what is on or in the space which is the subject of this agreement. Occupants with any motorized vehicles are required to leave a set of keys at the Reception Center. Occupants utilizing a lock on the hitch must supply to the operator, a key to the lock. Occupant acknowledges that no electricity or water is furnished or available in the space.

#### **9. Services Performed in Storage**

Should any of Normandy Farms' employees perform any services for Occupant at the Occupant's request, such employees shall be deemed to be the agents of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold the Operator harmless from all liability in connection with services performed by Normandy Farms' employees, together with attorney's fees and costs of suit.

#### **10. Normandy Farms' Right To Enter, Inspect and Repair the Space**

The Occupant agrees that Normandy Farms' or representatives of Normandy Farms shall have the right without notice to enter into and upon the space or any part thereof, for the purpose of examining the same for violations of this agreement, and for making repairs or alterations to the space, and in addition, Normandy Farms' reserves the right to remove the contents of the space to another space.

#### **11. Default, Normandy Farms' Remedies and Lien**

If any charges shall be due and unpaid, or if the Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, the Occupant shall be conclusively deemed to be in default in the performance of this agreement. In addition to all liens and remedies provided by law to secure and collect charges due to Normandy Farms, Normandy Farms is hereby given a lien upon the Occupant's property stored in the space subject to this agreement to secure the timely performance of this agreement by the Occupant, and to secure the payment of all basic charges and additional charges and costs. In case of default by the Occupant, Normandy Farms shall enter, seize and/or take possession of all property located in the space for the arrears of the charges or by reason of abandonment, without Normandy Farms being guilty in any manner of

trespassing. At the time of such re-entry and seizure, Normandy Farms shall give notice to the Occupant at the address of the Occupant indicated above, or at such address as the Occupant shall hereafter designate in writing to Normandy Farms. Such notice shall be sent via certified mail.

After providing notices regulated by law, Normandy Farms shall sell Occupant's property to satisfy its lien. Prior to the sale, Occupant shall be allowed to remove this lien by paying to Normandy Farms all storage charges, collection charges, and attorney's fees.

NOTWITHSTANDING anything to the contrary, the Occupant expressly grants to Normandy Farms the right of disposition, disposal or destruction of any personal property occupying the storage space.

In the event of a sale as provided in this agreement, it is further understood that the date of such sale shall constitute the date of termination of this agreement.

#### **12. Abandonment of Occupant's Property**

Any property which shall remain in the Occupant's space after the expiration or termination of this agreement shall be deemed to have been abandoned, and either may be retained by Normandy Farms as its own personal property or sold in accordance with the provisions of Paragraph 9 above. If such property or any part shall be sold, Normandy Farms may receive and retain the proceeds of such sale and apply the same at its option against the expenses of re-entry and sale, the cost of moving and storage, any arrears of basic and additional charges, and any damages which Normandy Farms may be entitled to under this agreement, or in accordance with law.

#### **13. Bankruptcy and Other Legal Actions**

In the event that the Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against occupant, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action wherein the use and occupancy of the Occupant's space is in issue, then Normandy Farms may at its option, terminate this agreement and the Occupant shall thereafter have no right, title, or interest in or to the Occupant's space.

#### **14. Breach of Covenants and Conditions**

A breach of any of the covenants or conditions by the Occupant shall at the option of Normandy Farms, terminate this agreement and this agreement shall be null and void.

#### **15. Change of Terms**

All of the terms, charges, conditions and covenants of this agreement are SUBJECT TO CHANGE BY NORMANDY FARMS UPON THIRTY (30) days' prior written notice to the Occupant. If changed, the Occupant may terminate this agreement on the effective date of such change by giving Normandy Farms written notice to terminate. If the Occupant does not give such notice, the changes shall become effective and apply in accordance with the terms of the notice.

#### **16. Recovery of Attorney's Fees and Costs**

In the event any legal action is instituted or any other proceedings are taken to enforce any term, covenant or condition contained in this agreement or to recover any basic charge or additional charge due or to recover possession of the Occupant's space for any default or breach of this agreement by the Occupant, the Occupant shall pay Normandy Farms reasonable attorney's fees, costs, and expenses in connection with such action or proceedings.

#### **17. Co-Occupants or Assignment**

The Occupant shall not permit any other person to jointly occupy the space, which is the subject of this agreement, nor may the Occupant assign this agreement without the express written permission of Normandy Farms in advance. Sub-leasing is not permitted.

#### **18. Change of Address**

IT SHALL BE THE DUTY OF THE OCCUPANT TO FURNISH NORMANDY FARMS, IN WRITING, ANY CHANGE OF ADDRESS OR PHONE NUMBER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PAID.

#### **19. Access**

Occupant shall have access to the premises and storage space during normal business hours of operation as posted in the

Reception Center with advanced notice, hours of operation may be subject to change during various times of the year. Advance appointment must be made to access storage space during the non-camping season (December-March).

**20. Severability Clause**

If any part of this agreement for any reason is declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall continue in full force and effect as if this agreement had been executed with the invalid portions eliminated.

**21. Succession**

All of the provisions of this agreement shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties to this agreement.

**22. Massachusetts Law to Apply**

This agreement shall be construed under and in accordance with the Massachusetts General Laws, Chapter 105A.

**23. Execution of Warranties**

The agents and employees of Normandy Farms are not authorized to make any warranties about the space and facilities referred to in this agreement. NO ORAL STATEMENT BY NORMANDY FARM'S AGENTS OR EMPLOYEES SHALL CONSTITUTE WARRANTIES, and such statements shall not be relied upon by the Occupant and they are not a part of this agreement. The entire agreement and the understanding of the parties to it is embodied in this writing, and NO OTHER WARRANTIES are given beyond those specified in this agreement. It is further understood and agreed upon that the Occupant has been given an opportunity to inspect the space and has done so, and occupied the space and storage area as is.

**24. Entire Agreement Clause**

This agreement constitutes the sole and only agreement of the parties. This agreement supersedes any prior understandings either written or oral between the parties regarding the subject matter of this agreement. No amendments or alterations of the terms of this agreement shall be binding upon the parties unless they are in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

**25. Headings**

The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in construing this agreement nor in ascertaining the intention of the parties.

I have read the above Storage Rules and Regulations and I understand and agree to the terms and conditions set forth herein. I have received a copy of this agreement. I agree that my property will be stored at my sole risk and I agree to pay for storage of said property in a timely manner.

\_\_\_\_\_  
Signature of Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Normandy Farms Signature  
(Authorized Agent)

\_\_\_\_\_  
Date