



**Santa Monica Windjammers Yacht Club**  
 13589 Mindanao Way • Marina del Rey, CA 90292  
 (310) 827-7692 smwyc@smwyc.org

**S.M.W.Y.C. STORAGE RENTAL AGREEMENT**  
**“This Contract Limits Our Liability”**  
**- R E A D I T -**

This contract (hereafter called ‘Agreement’) made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (hereafter called ‘Tenant’) and Santa Monica Windjammers Yacht Club, aka SMWYC (hereafter called ‘Owner’).

**IT IS AGREED AS FOLLOWS:**

This is a month-to-month Agreement to rent storage location number \_\_\_\_\_ in the Santa Monica Windjammers Yacht Club premises located at 13589 Mindanao Way, Marina del Rey, CA 90292. Tenant agrees to pay \$ \_\_\_\_\_ per month, payable in advance on the 1<sup>st</sup> day of each month for :

\_\_\_ Dry Storage Space # \_\_\_\_\_ Locker # \_\_\_\_\_ Other \_\_\_\_\_

Security Deposit \$ \_\_\_\_\_ (refundable upon termination less adjustment for costs)

1<sup>st</sup> partial month \$ \_\_\_\_\_ ( \_\_\_\_\_ days, prorated from \_\_\_\_\_ to \_\_\_\_\_)

1<sup>st</sup> full month \$ \_\_\_\_\_

Total Due \$ \_\_\_\_\_ Total paid \$ \_\_\_\_\_ Balance due \_\_\_\_\_

2. Owner shall have the right to charge Tenant a late fee of 10% of amount due and not received by the 10<sup>th</sup> day of the month. This charge shall be added to any other amounts due under this Agreement. Tenant agrees that if any portion of amounts due is more than 30 days in arrears, Owner has permission to secure the locker or otherwise stored items to prevent removal of tenant’s property until the account is brought current.

3. Tenant warrants that he will not store any live animals, live plants, flammable, noxious, hazardous, illegal substances, or otherwise objectionable material in said locker. Violation of this rule will result in immediate eviction, and may result in legal action.

4. This contract is for the use of the designated storage area only, and only by the parties named above. Such space is to be used at the sole risk of Tenant, and Owner shall not be responsible or liable for the care or protection of equipment and contents, for any loss or damage of whatever kind or nature to contents, or the interior, or exterior of storage area howsoever occasioned. Owner shall not be responsible for injuries to person or property occurring thereon, whether specifically stated or not.

5. Shelves may be installed in lockers by Owner at the written request of Tenant. Tenant shall pay for the shelves in accordance with Owner’s schedule of costs. Shelves will remain the property of Owner when locker is vacated. Tenant installed shelves will not be permitted unless approved in advance in writing by Owner.

6. Tenant agrees to hold Owner harmless, and indemnify it for all loss, damage, or liability of any kind, or claim due to any act or failure to act on the part of Tenant, or his agent. Owner carries no insurance on contents, and is not an insurer.

7. Unless items in the rented storage area of the premises are removed on or before termination date, this contract shall continue on a month-to-month basis and rent shall be prorated on a daily basis until all Tenant's property is removed and. the locker or storage area is turned over to Owner in as clean condition as when rented.

8. This Agreement may be terminated by either party with 30 days written notice to the other, provided that if Tenant desires to terminate this Agreement, such notice shall terminate on the last day of the following calendar month. Deposit of a letter, postage prepaid, in the United States, mail addressed to the other at the address given herein or subsequently provided to either party shall constitute such notice.

9. Tenant agrees and understands that all property stored on or within said premises will be subject to a claim of lien, as per Business and Professions Code, Section 21700, et.seq, and may be sold to satisfy the lien if rent or other charges, including Membership dues or other fees or rental charges for other storage areas under the control of and payable to SMWYC, remain unpaid for more than 30 calendar days. Such lien amount shall include all charges hereunder, including but not limited to late charges, expenses for notice and advertisement for sale, expenses of sale, court costs and reasonable attorney fees.

10. Tenant agrees to vacate all contents of locker upon termination of this Agreement by either party. Storage location must be emptied upon rental agreement termination date or the contents within said storage area will be disposed of pursuant to paragraph # 9 above.

11. Tenant must be a Member and remain a Member in good standing of SMWYC for the duration of this Agreement. If Tenant's SMWYC Membership status lapses for any reason, or is delinquent in dues or other charges due to SMWYC for more than 30 days, or if Tenant's Club Membership is terminated by SMWYC, this agreement will automatically terminate and Tenant shall vacate said storage area in accordance with all other provisions of this Agreement.

12. Tenant agrees to pay all court costs and reasonable attorney fees in connection with the enforcement of any obligation hereunder, or in connection with the necessity for Owner to defend itself if Owner is made a party to any litigation concerning the goods stored hereunder, or in connection with the necessity to file an action in interpleader for the determination of ownership for the property deposited with Owner.

I HAVE READ AND REVIEWED BOTH SIDES OF THIS AGREEMENT, UNDERSTAND ITS TERMS AND CONDITIONS, AND ACKNOWLEDGE RECEIPT OF A COPY

BY: \_\_\_\_\_  
(Signature)

OWNER: \_\_\_\_\_ S.M.W.Y.C.

TENANT: \_\_\_\_\_  
(Print name)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_