



2023

**DRY STORAGE AGREEMENT**

Member Number \_\_\_\_\_

This Dry Storage Agreement (hereinafter referred to as "Lease") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **LAKE ARROWHEAD YACHT & COUNTRY CLUB, INC.**, as Lessor (hereinafter referred to as "Country Club") and \_\_\_\_\_ as Lessee (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, COUNTRY CLUB, is the operator of a dry storage facility at the Lake Arrowhead Resort Development in Waleska, Georgia; and

WHEREAS, OWNER, residing at \_\_\_\_\_ desires to store his Boat, RV or Trailer at the Lake Arrowhead Dry Storage Area facility; and

WHEREAS, OWNER'S Boat, RV or Trailer Serial# and/or name as follows: (include serial #, VIN #, description of property # \_\_\_\_\_)

NOW, THEREFORE, for and in consideration annual rate of **\$675.00**, OWNER agrees to lease from COUNTRY CLUB AND COUNTRY CLUB agrees to lease to OWNER Space Number \_\_\_\_ Beginning on **January 1, 2023** and ending on **December 31, 2023**, (Rental terms of less than one year shall be pro-rated accordingly), under the following terms and conditions:

1. This Lease is for the use of dry storage space only, and such space is to be used at the sole risk of OWNER. COUNTRY CLUB shall not be liable for the care or protection of the Boat, RV or Trailer, its contents, guests or invitees or OWNER, gear or equipment of OWNER.
2. COUNTRY CLUB, at its discretion during the term of this lease, may designate another space of comparable size as a substitute for the above described space.
3. OWNER shall exercise due diligence in properly securing his property and shall at all times abide by the rules and regulations of the Lake Arrowhead Dry Storage area as posted.
4. OWNER may not create waste, nor may OWNER alter any of the Dry Storage facilities without the prior written consent of COUNTRY CLUB.
5. This lease shall automatically terminate should:
  - a). The leased facilities be destroyed and not replaced. In such event, a prorated amount of rental monies will be returned to OWNER.
  - b). The OWNER becomes more than sixty (60) days delinquent in the payment of assessments due to COUNTRY CLUB under the terms of restrictive covenants applicable to any lot owned by OWNER within the Lake Arrowhead subdivision. If event of such a default, COUNTRY CLUB is hereby authorized to cause removal of OWNER'S Boat, RV or Trailer and personal property from said rental space and to store same at OWNER'S expense.

c). OWNER breaches any of the terms and conditions as set forth in this Lease.

- 6. In the event of emergencies, **it will be the responsibility of the OWNER** to make arrangements for safe removal of his property. Notwithstanding the aforementioned, should COUNTRY CLUB have to remove OWNER'S property as an emergency measure, it is agreed and understood that COUNTRY CLUB will not be held responsible for any damage caused to said property. OWNER shall indemnify and keep and save harmless COUNTRY CLUB from all suits and claims for damages or injury sustained upon the lease premises arising from or out of OWNER'S occupancy or the use by OWNER of the leased premises or any part thereof, or occasioned wholly or in part by an act or omission of OWNER, its agents, servants or invitees, and shall furnish COUNTRY CLUB with a certificate of casualty and public liability insurance covering the respective interest of both parties hereto against injury to persons and property in and about the OWNER'S property occupying the leased premises; the amount of such coverage shall have limits of coverage satisfactory to and approved by COUNTRY CLUB.
- 7. As indicated above, OWNER agrees to comply with all posted rules and regulations as they are set forth, which rules and regulations are made a part hereof and should a breach of this Lease or violation of the posted rules and regulations take place, this Lease shall automatically terminate on the date of such violation or breach, with OWNER being required to move his property from its space at OWNER'S risk and expense, with COUNTRY CLUB taking immediate possession of said storage space.
- 8. The parties do hereby agree that, in the event there shall remain unpaid at any time any sums due and owing COUNTRY CLUB, COUNTRY CLUB shall have the right to take possession of said OWNER'S property, retaining same until such time as said unpaid sums shall be paid and satisfied.
- 9. It is agreed and understood that OWNER, being a property owner and a member of Lake Arrowhead Yacht and Country Club, may lease storage space for his Boat, RV or Trailer in accordance with the above, so long as, and only so long as, OWNER remains a property owner at Lake Arrowhead and a member in good standing with COUNTRY CLUB. It is agreed and understood that should OWNER cease to be a property owner at Lake Arrowhead and/or a club member in good standing, then this Lease will be automatically cancelled.
- 10. Notwithstanding any other provision herein, COUNTRY CLUB may cancel this Lease, at its sole option, in the event that the restrictive covenants applicable to OWNER'S real property in Lake Arrowhead expire or are otherwise terminated.

IN WITNESS THEREOF, the parties have executed this Lease on the date first above written.

LAKE ARROWHEAD YACHT & COUNTRY CLUB, INC., Lessor

By: \_\_\_\_\_

Uel Kemp  
General Manager

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Printed Name/Owner

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Emergency Contact #