

**CHARBONNEAU COUNTRY CLUB
YEAR 2021 RECREATIONAL VEHICLE STORAGE YARD LEASE**

This lease, is made and entered into on this _____ day of _____, 2021 by and between Charbonneau Country Club, hereinafter referred to as "Lessor" and the Charbonneau Resident specified on Addendum 1 of this lease, hereinafter referred to as "Lessee." Lessor hereby leases to the named Lessee space number _____ (the "Space") located in Lessor's Recreational Vehicle Storage Yard (the "Yard"), in Charbonneau, City of Wilsonville, County of Clackamas, State of Oregon, for the purpose of storing/parking such property as described in Addendum 1 and legally owned by Lessee. This lease commences _____, 2021 and expires _____, 2021, a period of time not to exceed twelve (12) months.

TERMS OF LEASE AGREEMENT:

- 1. USE:** Lessee shall use the Yard solely for the parking/storage of the vehicles and equipment described in and in accordance with the terms of Addendum 1 hereto attached to this lease agreement and for no other purpose without written permission from Lessor. In connection with its use, Lessee shall at his/her own expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other Lessees of the Yard. Lessee shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Yard. Lessee shall not conduct any activities that will increase Lessor's insurance rates for any portion of the Yard or that will in any manner degrade or damage the reputation of Lessor. Lessee shall keep and maintain the Space in a clean orderly condition at all times and upon the termination of the lease shall surrender the Space to Lessor in as good condition as when received, ordinary wear and tear by the elements alone excepted. Lessee shall be responsible for any repairs caused by negligence on the part of Lessee.
- Lessee shall not sub-lease the Space in the Yard and shall not use the leased space of any other Lessee nor allow anyone, whether a Lessee of the Yard or not, to use Lessee's Space. Lessee shall hold title to and be the legal owner of the vehicle and/or any other items described on Addendum 1 of this lease. Lessee must obtain approval from Lessor to store a different vehicle or additional vehicles or equipment other than the one described in Addendum 1 of this lease.
- The storage of cars, pick-up trucks, sport utility vehicles, trucks, utility trailers, and approved storage containers are solely allowed at the discretion of the Lessor. All items must be listed on Addendum 1. Lessee must provide license number and make and model of all vehicles. The storage of such vehicles may be revoked at any time by the Lessor, however if all other conditions of the Lease are met, leases for such vehicles will be honored by the Lessor until the Lease is terminated by the Lessee. All vehicles must be kept in good and useable condition. Lessee shall remain a resident of Charbonneau for the term of the lease. Use of the Space must be relinquished at the time the Lessee ceases to be a resident of

Charbonneau.

Lessor retains the right to require Lessee to move to another space within the Yard provided Lessor gives Lessee written notice of such requirement at least ten days prior to such movement. Lessee is obligated to move to the space requested. Lessor is not obligated to provide a space equal to or larger than the one previously occupied.

2. EXTRA USE: If Lessee uses excessive amounts of utilities or services of any kind because of high demands from machinery or equipment, nonstandard lighting, or any other cause, Lessor may impose a reasonable charge for supplying such extra utilities or services. In case of dispute over any extra charge under this paragraph, Lessor shall designate a qualified independent engineer whose decision shall be conclusive on both parties and Lessee shall pay the cost of such determination.

3. STORAGE PAYMENTS & DEPOSITS: Payment for the Space shall be made in full for the entire term of the lease not to exceed twelve months. Payment for the Space is (dependent on size of space) per year. Rental payments are pro-rated monthly for Lessees leasing a storage space in the Yard mid-year. All Yard leases expire on December 31st of each year. New leases are required each calendar year. A \$25.00 key deposit per key is required on the initial date the lease is signed. The key deposit is refunded when the lease is terminated. Keys must be returned when the Space is vacated.

4. WAIVER OF SUBROGATION: Lessee shall be responsible for insuring the vehicle and his/her personal property located in the Yard. Neither Lessor, its managing agent, nor Lessee shall be liable to the other for any loss or damage caused by water damage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. Lessor assumes no liability for theft, collision, fire, or loss of or damage to property, nor for death or injuries to persons, arising out of or in connection with the use and occupancy of the Yard and surrounding area by Lessee, its agents, employees, or invitees. Lessee shall indemnify Lessor for, from and against all claims, demands, causes or actions, suits, or judgments, including expenses incurred in connection with such use and occupancy and for death or injuries to any person or for loss of or damage to property arising out of or in any connection with the use or occupancy of the Yard by Lessee, his/her agents, employees, or invitees.

5. NOTICES: Notices between the parties relating to this lease shall be in writing, effective when delivered, or if mailed,

effective on the second day following the mailing, postage prepaid, to the address for the party stated in this lease or to such other address as either party may specify by notice to the other. Rent shall be payable to the Lessor at the same address but shall be considered paid only when received.

6. ATTORNEY

FEES:

In any litigation arising out of this lease, the prevailing party shall be entitled to recover attorney fees at the trial and on any appeal or petition for review. If Lessor incurs attorney fees because of default by Lessee, Lessee shall pay all such fees whether or not litigation is filed.

7. DEFAULT:

Any of the following shall constitute a default by Lessee under this lease:

(a) Lessee's failure to pay rent or any other charges under this lease within 10 days after the due date or failure to comply with any other term or condition within 20 days following written notice from Lessor specifying the non-compliance. If such non-compliance cannot be cured within the 20-day period, this provision shall be satisfied if Lessee commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence of this lease.

(b) Lessee's insolvency or assignment for the benefit of its creditors. Lessee's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver of Lessee's properties.

(c) Assignment or subletting of the Space by the Lessee

8. REMEDIES

FOR DEFAULT:

In case of default as described in Section 7 of this lease, Lessor shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) Lessor may at its option terminate the lease by notice to Lessee. With or without termination, Lessor may retake possession of the Space by towing or removing any vehicles or other items in the Yard and may use or relet the Space without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by the Lessor to relet the Space shall be sufficient if Lessor follows its usual procedures for finding lessees for the Space at rates not less than the current rates for other comparable spaces in the Yard. If Lessor has other vacant space in the Yard prospective Lessees may be placed in such other space without prejudice to Lessor's claim to damages or loss of rentals from Lessee.

(b) Lessor may recover all damages caused by Lessee's default which shall include an amount equal to rentals lost because of the default. Lessor may sue periodically to recover damages as they occur

throughout the lease term and no action for accrued damages shall bar a later action for damages subsequently accruing. Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this lease and the reasonable rental value of the Space for the remainder of the term, discounted to the time of judgment at the prevailing interest on judgments.

(c) Lessor may make any payment or perform any obligation which Lessee has failed to perform in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one half percent per month. Any such payment or performance by Lessor shall not waive Lessee's default.

9. SURRENDER:

(a) On expiration or early termination of the lease, if Lessee fails to vacate the Yard when required, including failure to remove the vehicle and any and all personal property, Lessor may elect either: (i) to treat Lessee as a lessee from month to month, subject to the provisions of this lease except that storage space rent shall be one-and-one-half times the total rent being charged when the lease term expired; or (ii) to eject Lessee from the Yard and recover damages caused by wrongful holdover. This provision does not give Lessee any right to hold over at the expiration of the term of the lease. All other terms and conditions of this lease shall remain in full force during any month to month tenancy hereunder.

(b) If Lessee fails to remove the vehicle or personal property upon termination of this Lease, Lessor may have the same towed or removed from the Yard and stored offsite, and Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor in connection with such moving and storage. If such vehicle or personal property is abandoned by Lessee, Lessor may sell the vehicle or personal property as permitted by law and may deduct from the proceeds of sale all costs incurred in the sale and all other amounts owed by Lessee to Lessor under this Lease.

10. REGULATIONS:

Lessor shall have the right but shall not be obligated to make, revise, and enforce regulations or policies consistent with this lease for the purpose of promoting safety, health, (including regulation or prohibition of smoking) order, economy, cleanliness, and good service to all Lessees of the Yard. All such regulations and policies shall be complied with as part of this lease. Waiver of one breach of a term or condition of this lease agreement by either party shall be limited to the particular incident and shall not be deemed to waive past or future breaches of the same or other terms or conditions.

11. EARLY

TERMINATION:

Lessee may request early termination of the lease. A minimum thirty (30) day notice is required in writing for request to be considered by the Lessor. Should the Lessor grant early termination it will follow

12. EXHIBITS: applicable options and procedures under Section 8 *Remedies for Default*.

The following Exhibits are attached hereto and incorporated as a part of this lease: Addendum 1.

Signature of Lessee

Printed Name of Lessee

Address and Phone of Lessee:

Email Address of Lessee:

Signature of Lessor
Representing Charbonneau Country Club

**CHARBONNEAU COUNTRY CLUB
YEAR 2021 RECREATIONAL VEHICLE STORAGE YARD LEASE**

ADDENDUM 1

In accordance with the terms and conditions of the attached lease, Lessor hereby leases to Charbonneau Resident _____, Space Number _____ in the Charbonneau Country Club Recreational Vehicle Storage Yard.

Said space shall be used solely to store one vehicle described below:

VEHICLE MANUFACTURER/MAKE/MODEL: _____

ADDITIONAL DESCRIPTION (trailer, colors, etc.): _____

LICENCE NUMBER OR OTHER DESCRIPTIVE NUMBER: _____

OVERALL LENGTH: _____

Requirements for storing vehicles in CCC Recreational Vehicle Storage Yard:

All units must be maintained in good working order and be operational at all times.

All units must be constructed in a professional manner.

Definitions:

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|------------------------------------|---|
| Motor homes: | One self-propelled unit with permanently installed sleeping and toilet facilities. Example would be a unit that qualifies as a vacation home under the Internal Revenue Code. Must be in good operating condition with no sanitation or fluid leaks. |
| Travel trailers: | Same qualifications as Motor homes except no power unit. If less than 20 feet in length may not require toilet facility. Example would be a "pop up" tent trailer. |
| Campers: | Same qualifications as Travel trailers. If attached to power unit, attachment must be semi-permanent. |
| Watercraft and trailers: | Trailers must be professionally constructed in that they can only be used to transport the specific watercraft registered in this lease agreement. Trailers may be stored without their respective watercraft if evidence of temporary moorage is provided to CCC when requested. |
| Fifth wheel trailers w/power unit: | Same qualifications as Motor homes except if power unit is included it must have permanent installation of 5 th wheel connection so that bed of unit has no other practical use. |
| Miscellaneous | Snowmobiles, jet skis, dune buggies, motorized trail bikes must be stored with trailer at all times and trailer must be specifically designed for transportation of specific recreational unit. Work vehicles, utility trailers, cars, vans and other like vehicles, and approved storage containers, may from time to time be allowed in the Recreational Vehicle Storage Yard at the discretion of Charbonneau Country Club (Lessor). All vehicles in the RV Yard must be kept in good and useable condition. |