

# **FORT WAYNE OUTFITTERS AND BIKE DEPOT, LLC BIKE AND WATERCRAFT STORAGE LEASE AGREEMENT**

This Bike and Watercraft Storage Lease Agreement (“**Agreement**”) is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fort Wayne Outfitters and Bike Depot, LLC (“**FWO**”), and \_\_\_\_\_ (“**Lessee**”) for the valuable consideration of the covenants, promissory conditions, terms, and conditions, and agreements contained herein.

## **RECITALS AND DEFINITIONS**

The following recitals and definitions shall apply throughout the entirety of this Agreement except where otherwise indicated.

1. FWO is an Indiana Limited Liability Company, duly authorized to conduct business in Indiana and does so at its principal place of business located at 1004 Cass Street Fort Wayne, IN 46808 (“**Premises**”). FWO’s phone number is (260) 420- 3962. FWO’s email address is info@fwoutfitters.com.
  
2. Lessee’s contact information is as follows:  
Name: \_\_\_\_\_,  
Street: \_\_\_\_\_,  
City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_,  
Email Address: \_\_\_\_\_,  
Phone: \_\_\_\_\_.
  
3. “Rent” means the agreed upon reoccurring periodical payment by Lessee according to Recitals Paragraphs 5-7 respectively and which corresponds to the agreed upon Term of the Agreement.
  
4. “Term” refers to the duration of each lease period, being “Monthly”, “Bi-Yearly” or “Yearly”.
  
5. “Monthly Lease” means a lease with a term of one (1) month with a Rent of thirty dollars (\$45.00) per Term.
  
6. “Bi-Yearly Lease” means a lease with a term of six (6) months with a Rent of one-hundred forty-five dollars (\$145.00) per Term.
  
7. “Yearly Lease” means a lease with a term of twelve (12) months with a Rent of one-hundred and ninety-five dollars (\$195.00) per Term.
  
8. “Watercraft” means any Stand- up Paddle Board, Kayak, Canoe, and/or other non-motorized boats.

9. "Bike" means any non-motorized two-wheeled vehicle, including, but not limited to: road bikes, mountain bikes, and/or fixed-gear bikes.

## **TERMS AND CONDITIONS**

### **1. TERM**

1.1. The Term of this Agreement shall be (\_\_\_\_) Monthly, (\_\_\_\_) Bi-Yearly, or (\_\_\_\_) Yearly from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1.2. All Terms are automatically renewed and Rent is automatically owed by Lessee in advance, at the beginning of each new Term, in accordance with Paragraph 2 of the Terms and Conditions unless the Lessee provides to FWO a written "Notice of Termination of Term" post-marked and/or email date stamped, not later than twenty (20) days prior to the end of the Agreement's Term. At the end of the Term after Notice of Termination of Term has been properly provided, and after all owed Rent has been paid and acknowledged by FWO, the Agreement is terminated.

1.2.1. "Notice of Termination of Term" is a signed writing from the Lessee to FWO specifically stating the Lessee intends terminate or modify the Term of the Agreement for the upcoming next Term. If written notice is sent electronically, the Lessee must indicate their signature electronically by the following symbol "/s/" followed by the Lessee's name to verify intent to terminate or modify the Agreement's Term. Written notice is not legally sufficient unless it is mailed to FWO's address or emailed to FWO's email address as stated in Recitals Paragraph 1 of this Agreement.

1.3. FWO may modify and/or terminate the Term of this Agreement by giving the Lessee twenty (20) days electronic or paper written notice at the Lessee's Contact Information provided in Paragraph 2 of the Recitals in this Agreement. At the end of the Term after Notice of Termination of Term has been properly provided, and after all owed Rent has been paid and acknowledged by FWO, the Agreement is terminated.

1.4. After a Term has been terminated, the Lessee has seven (7) days to reclaim his/her property stored on the Premises from the date the Term expires. After the expiration of seven (7) days Lessee agrees to relinquish any and all ownership, title, and/or claim of right to the property listed in Paragraph 3.1 and in Exhibit D of the Terms and Conditions and Exhibit D to FWO.

### **2. RENT**

2.1. Rent shall be paid in advance at the beginning of each Term at signing of this Agreement and then thereafter on the first day of the month of the Term of the Agreement. The irregular first payment shall be prorated by the following calculation: Rent divided by the days of the Term.

2.2. Rent shall be paid by Lessee in United States Dollars in the form of: Cash, Money Order, Cashiers Check, or via Debit or Credit Card. Personal Checks and/or Drafts are

not acceptable forms of Rent payments. Rent may not be paid by FWO gift card, store credit, or by services.

- 2.3. Rent is deemed “**Late Rent**” if it is post-marked and/or not delivered to the Premises by 11:59 PM on the 3<sup>rd</sup> day after the date it is due. Rent received after the 3<sup>rd</sup> day it is due is considered a breach of the Agreement for which the Lessee is deemed to be in “Default”.
- 2.4. Each Late Rent event incurs a one time “**Late Fee**” of twenty-five dollars (\$25.00) and additionally, a “**Late Charge**” at an interest rate of 20% that will compound daily on the outstanding balance until the balance is paid down to \$0.00.
- 2.5. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest, then to any late charges, and then to the principal.

### 3. **PROPERTY STORED**

- 3.1. Upon FWO approval, FWO agrees to store the following items of personal property (“**Property**”) on behalf of the Lessee on the Premises for the duration of the Term of this Agreement:

Bike/Watercraft:

Make/Model:

Serial Number:

Description:

Identification of any preexisting damage (photograph of damage attached hereto as Exhibit “A”):

Bike/Watercraft:

Make/Model:

Serial Number:

Description:

Identification of any preexisting damage (photograph of damage attached hereto as Exhibit “B”):

Bike/Watercraft:

Make/Model:

Serial Number:

Description:

Identification of any preexisting damage (photograph of damage attached hereto as Exhibit “C”):

And/or all other Property listed on Exhibit “D”, attached hereto.

By signing this Agreement, Lessee attests that he/she has unencumbered, free and clear title to the forgoing listed personal property, and to the extent that the title(s) any of the Property(ies) listed in this Agreement is not held by Lessee unencumbered, free, and clear, the Lessee nonetheless, agrees to transfer possession, dominion, and/or control and any ownership interest in the Property per the terms and conditions of this Agreement.

**4. PASSAGE OF OWNERSHIP**

**4.1.** Full ownership, title, and/or interest in title, and possession, dominion and/or control of whatever Property is the subject of storage under Paragraph 3.1 of the Terms and Conditions and listed in Exhibit D pursuant to this Agreement, will pass to FWO should the Lessee violate Paragraph 1.4 of the Terms and Conditions regarding reclaiming personal property, and/or Paragraph 2 of the Terms and Conditions regarding rent, if Rent is past one (1) month due.

**5. ACCESS TO PREMISES AND PROPERTY**

**5.1.** Lessee shall have access to the Premises and any and all Property stored on the Premises under Paragraph 3.1 of the Terms and Conditions and listed in Exhibit D solely for the purposes of effectuating this Agreement, or as a business invitee to purchase retail goods from FWO, and only during FWO's regular Hours of Operation.

**5.1.1.** FWO's Hours of Operation are subject to change daily, weekly, and seasonally. Lessee agrees that it is Lessee's duty to keep himself/herself informed of FWO's Hours of Operation. FWO post's their current Hours of Operation on the Premises.

**5.2.** Lessee shall not loiter on the Premises before and/or after accessing the Property.

**5.3.** Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage unit and to vacate the same in good condition, wear and tear occasioned by normal use excepted.

**5.4.** Lessee shall not use the above storage unit, or any property stored therein as residence or in any form of permanent living quarters or as a business office and the same shall not be occupied overnight.

**5.5.** To access the Premises and use the Property the Lessee must sign the posted "Sign In/Sign Out" log showing the date, time, and which Property listed in Paragraph 3.1 of the Terms and Conditions and Exhibit D Lessee intends to access/use.

**5.6.** After accessing the Premises and using the Property, Lessee must return the Property to the Premises for storage during FWO's Hours of Operation. FWO will not be liable for any incidental costs, fees, and/or obligations which arise from Lessee not returning Property during FWO's Hours of Operation.

**6. LIMITED LIABILITY AND INDEMNITY**

**6.1.** Lessee hereby accepts liability for any and all personal and property damage to the Premises and/or appurtenances and every part thereof caused by Lessee, his/her

employees, agents, invitees, and/or anyone actually or appearing to act on behalf of Lessee which occur during the period of this Agreement.

**6.2.** FWO agrees that it will make a reasonable effort to maintain the Premises in a safe and secure manner to preserve the security and safety of the Property; however, Lessee expressly waives any legal and/or equitable claim against FWO for any and all damage to the Property listed in this Agreement from any and all sources including, but not limited to, theft, weather, nature, force majeure, intentional, negligent, grossly negligent, and/or reckless act(s) by FWO and/or other storage space lessees and/or the Lessee, and/or any other cause, which occur during the period of this Agreement.

**6.3.** FWO has made a diligent effort to secure the Premises from damages to the Property, but it shall be the responsibility of the Lessee to insure, at his own expense, the Property against any and all losses.

**6.4.** Lessee will hold FWO harmless from and will indemnify FWO against any and all claims, actions, proceedings, damages, personal injuries, liabilities, including attorney's fees, by Lessee, his/her employees, agents, invitees, and/or any other person acting on behalf of Lessee arising from or connected with this Agreement and/or Lessee's possession and use of the Premises and Property on the Premises.

**6.5.** Lessee acknowledges that he has inspected the Premises and is satisfied that the Premises are adequate for safe storage of Lessee's Property. FWO, or its agents, employees, and/or anyone else actually acting on its behalf reserves the right to go upon the Premises and access and exert control and dominion over the Property whenever FWO deems it necessary to preserve the Premises or Property and for the safety or for maintenance of the storage facility, but FWO assumes no responsibility for tending to any Property.

**6.6.** FWO will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention, but the above stated contact and notification shall be considered gratis by Lessee and is no part of the consideration given herein. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.

**7. NON-TRANSFERABLE**

**7.1.** This agreement shall not be transferable, assignable or the above premises sublet without the prior written consent of FWO.

**8. NOTICES**

**8.1.** All notices required by this agreement or law shall be addressed to the address stated in the Recitals of this Agreement.

**9. ATTORNEY'S FEES AND COURT COSTS**

**9.1.** If a claim is asserted in any legal proceeding for any dispute arising out of this Agreement by either FWO or the Lessee, the Lessee is responsible, and FWO is entitled to reimbursement, for any and all costs, expenses, and reasonable attorney's fees.

**10. MISCELLANEOUS**

**10.1.** This Agreement is the final expression of agreement between FWO and the Lessor and any prior oral or written agreements are hereby void. Subsequent modifications to this Agreement may be made by the mutual written consent of both FWO and the Lessee.

**10.2.** Survival of Certain Provisions: Those provisions of this Agreement which by their terms extend beyond termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination and/or non-renewal.

**10.3.** Ambiguities: The parties agree that the rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any way to any dispute arising out of this Agreement and/or regarding the meaning or interpretation of any provision of this Agreement.

**10.4.** Unless specifically stated to the contrary all references to dollar amounts shall mean amounts in lawful money of the United States of America.

**10.5.** Words and terms used in the singular shall include the plural and the plural shall include, as the context may require, the singular.

**10.6.** Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such legal terms in Blacks Law Dictionary 10<sup>th</sup> Edition; and where terms and words do not have a legal meaning, by Merriam-Webster Dictionary 11<sup>th</sup> Edition.

**11. GOVERNING LAW**

**11.1.** The laws of the State of Indiana shall govern this Agreement.

Lessee hereby accepts the Terms and Conditions of this Agreement and agrees to abide by the Terms and Conditions thereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessee

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

Signature \_\_\_\_\_

Fort Wayne Outfitters and Bike Depot, LLC

By:

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

**EXHIBIT A**



**EXHIBIT B**

**EXHIBIT C**

**EXHIBIT D**

Bike/Watercraft:  
Make/Model:  
Serial Number:  
Description:  
Identification of any preexisting damage:

Bike/Watercraft:  
Make/Model:  
Serial Number:  
Description:  
Identification of any preexisting damage:

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