



# Storage Yard Contract 2012-2013

includes Lien Agreement and Liability Waiver

3128 Amesbury Drive \* Baldwinsville, New York 13027 \* p. 315- 635-7171 \* f. 315-635-7182 \* www.radissoncommunity.org

This rental agreement is made by and between the Radisson Community Association, Inc. ("Owner") and the Radisson resident or Radisson corpportate member ("Renter"). The parties agree as follows:

- \* The rental period is from November 1, 2012 through October 31, 2013, fee paid annually based on size of lot rented.  
YARD A: Small(20') \$108 : Medium(30') \$138 : Large(40') \$165 YARD N: Large(40') \$216 : XLarge(40') \$240 : DriveThru(40') \$273
- \* The space, located at 8799 North Entry Road, is to be used solely by the Renter and solely for the storage of the item(s) listed below. The space may not be sublet. Changes in the item(s) stored will be reported to the RCA Office.
- \* The Renter acknowledges and agrees to abide by, the Rules and Regulations of the RCA storage yard; a copy of which is attached hereto and made a part hereof, and which are specifically incorporated herein by reference and so form a part of this agreement. Violations shall result in the immediate termination of the lease and removal of the item(s) stored at the Renter's expense.
- \* The agreement must be renewed OR the item(s) must be removed from the storage lot by the Renter, by the stated expiration date, or the Owner shall cause removal of the items at the Renter's expense.

**STATUTORY LIEN:** The provisions of this agreement entitle the Owner to a statutory lien, under NY Lien Law Section 182 and other laws, on the items in the storage lot to be held and used to recoup any unpaid occupancy fees, removal fees, administrative fees or unpaid RCA assessments of whatever nature.

**LIABILITY:** The Renter understands and agrees that all items stored by Renter in the storage yard are done so at RENTER'S OWN RISK. The Owner cannot and does not ensure the safety of items stored by Renter. Renter assumes the risk of loss due to vandalism, theft, malicious mischief, unauthorized use, fire, collision, natural elements, acts of God or any other cause. While the Owner does provide some measure of security for the storage yard, the Renter understands and agrees that due to the remote location of the storage yard, no amount of security can eliminate the risks to the property stored there. Thus, the Owner shall not be liable for any injury or damage to the Renter or any person or to any property at any time in the storage yard from any cause other than a loss caused by the Owner's own negligence. However, Renter expressly assumes the risk of any loss to Renter's property from any of the causes listed above and Renter understands and agrees that lack of security shall not be deemed negligence on the part of Owner. Further, the Renter hereby releases the Owner from any such liability for damages and hereby waives any claim for damages arising out of the use of the storage yard and agrees to hold harmless the Owner from any claim or demand arising out of the use of the storage yard and surrounding premises. Renter assumes the responsibility for and will undertake to secure their property from the aforesaid risks.

**NOTICE:** The occupancy charge and other charges stated in this agreement are the actual charges you must pay.

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

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

**Complete information for All Items. Plate number is required to validate contract.**

Item Type: general description (car, popup, boat, boat trailer, RV, utility trailer, etc.) One line per item type. List boat (or rec vehicle) and its trailer on separate lines.

Round Measurements: Length to larger whole number, Width to nearest 6" \* Length/Width required for Trailers & Motor Homes. Length/Beam required for Boats.

Item Type	Length	Width	Make/Model	License Plate	Registration or VIN (if no plate)
1 _____	_____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____	_____
4 _____	_____	_____	_____	_____	_____

\*Items found in lot/storage yard that are not listed here will be considered to be in violation of contract.\*

*Signing this contract confirms that I, the Renter, have read the terms of this contract, have read and received a copy of the 2012-2013 Storage Yard Rules and Regulations and agree to comply with all items.*

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of RCA Representative

\_\_\_\_\_  
Date

**RCA Use Only**

rev. 09/2012	_____ Date Received	_____ \$\$ Amount	_____ Chk#/Csh#	_____ Key#	_____ Staff Init	_____ Lot Size	_____ Lot Num
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## Rules & Regulations for Storage Yard Use 2012-2013 Contract Year

The sole purpose of the Radisson Storage Yard is to provide space where Radisson residents may store vehicles, boats, trailers, RV's or other recreational vehicles. It shall not be used as a location to store debris, auto parts, tires, household goods, equipment, construction materials, flammable or hazardous materials, etc.

### PERMISSION

Only RCA Members, such as Radisson residents or Corporate park employees, are entitled to use the storage yard facility. Members who rent space within the storage yard must sign a copy of the *Storage Yard Contract*, be at least eighteen (18) years of age and be a registered member in good standing with the Radisson Community Association, Inc. (RCA).

### YARD & LOT SELECTION

There are two fenced, locked storage areas – referred to simply as Yard A and Yard N. Yard A (old yard) is irregularly shaped with a hardened sod substrate. Yard N (new yard) has well defined lots with a gravel substrate. Select the yard/lot size that will accommodate the complete length of the item(s) you intend to store.

In Yard A there are 3 lot sizes: S, M, L. They vary a bit in actual size but will accommodate items of the length listed.

In Yard N there are 3 lot sizes, all 40' in length. The left lots are wide, the middle lots are drive-thru (meaning you can enter/exit from either side of the lot), the right are standard large. This yard is more convenient for larger RVs and trailers.

### FEES

A **NON-REFUNDABLE** annual fee as established by the RCA shall be required of all occupants. Payment must be made in advance. The fee will NOT be pro-rated for partial years use. Lot sizes and fees are as designated by RCA. Rates are as follows:

Old Yard	Max Total Length	Fee
Small	Less than 20' long	\$108
Medium	21'-30' long	\$138
Large	31'-40' long	\$165

New Yard	Max Total Length 40'	Fee
Large	~11' wide	\$216
X-tra Large	~13' wide	\$240
Drive-Thru	~15' wide	\$273

### USE

- A. Users are responsible to lock the security gate upon departure.
- B. A key will be provided upon receipt of payment and the completed contract in order to allow access into the storage yard at any time. A \$25.00 charge will be required for replacement of a lost key or for failure to turn in key at end of contract period.
- C. All motorized vehicles must have a valid NYS Inspection Sticker and a current Registration sticker displayed on the vehicle at all times.
- D. Vehicles and trailers shall be stored in an operable condition and be able to be moved or towed.
- E. ANY CHANGE in the vehicle, boat, etc. being stored **MUST BE REPORTED TO THE RCA OFFICE**. It is renter's responsibility to keep contract information current and complete.

- F. No items shall be abandoned or left beyond the contract period. Annual renewal with payment and contract is required to continue storage. Per contract, RCA may remove, at the Renter's expense, any items deemed to be abandoned.
- G. Maintenance on vehicles, boats and trailers, with the exception of maintenance required to allow the stored item to be moved, (such as changing a flat tire) is strictly forbidden. In no case is maintenance that could cause environmental harm, such as but not limited to, oil or other fluid changes, allowed on Radisson Community Association property by other than RCA employees. Renters found in violation of this provision will be billed for any remediation work required as a result of this activity. In addition, the contract will be considered void and offender required to vacate the premises within twenty-four (24) hours of notification.
- H. If a violation is discovered, a written notice will be sent to the Renter giving 30 days to correct the violation or otherwise accommodate the request. Renter will incur a \$50 fine for each 30 days the violation is not remedied.
- I. The Renter shall immediately correct or remedy any violation upon notification by the RCA.
- J. Item(s) must occupy ONLY their assigned space and avoid crowding the adjoining space by parking in center of lot.
- K. Each storage space shall be kept neat, orderly and free of trash and debris.
- L. The Radisson Community Association reserves the right to move or request movement of any stored item(s) in order to maximize usage of the yard or to perform maintenance.
- M. No storage buildings/sheds allowed or open storage of items other than recreation vehicles, boats and trailers, seasonal vehicles, etc.
- N. Smoking or the burning of any material in the storage yard is strictly prohibited.
- O. Maximum vehicle speed in the storage yard is 10 miles per hour.
- P. Any materials used for storage purposes (i.e., blocks, canvas, wood) should be placed neatly along the fence when not in use. Items/accessories may NOT be attached to the fence.
- Q. Access to the yard and individual storage lots is reduced when winter snow accumulates. A central alley will be kept open, but individuals must shovel snow around their own vehicles in order to get to the plowed path. A section near the gates is suggested for snowmobile trailers that will be moved frequently.
- R. Termination of residency or employment within the Radisson Community is considered a termination of RCA membership rights. Therefore, contracts will be canceled per the date of ineligibility. Renter is required to remove stored items and return key(s) by this date. Refunds will not be provided.
- S. Violations of these rules, including the suspension or termination of RCA membership rights, may cause termination of the rental agreement and removal of stored item(s) by the Renter. No fees shall be refunded should the above occur.
- T. Exemptions to this policy must be granted by the RCA Executive Director.