

# THE CLUB AT DUNES WEST

## DRY STORAGE AGREEMENT

**Dry Storage Facility Rental Space Number:** \_\_\_\_\_

**Dry Storage Facility Rental Space Fee:** \_\_\_\_\_

**Dry Storage Facility Key Deposit:** \$75.00 \_\_\_\_\_

**THIS STORAGE AGREEMENT** is entered into between The Club at Dunes West, as Lessor, and the party or parties hereinafter named as Lessee and/or Club Member. Lessee must be a Club Member in good standing. WHEREAS, Lessee desires to rent one (1) dry storage rental space at The Club at Dunes West Boat/RV Dry Storage Facility (hereinafter "Dry Storage Facility") from the Lessor, the same numbered space that is indicated on Page 1 (above). In consideration of acquiring one (1) dry storage rental space at The Club at Dunes West Boat/RV Dry Storage Facility or an interest therein at the Dry Storage Facility from the Lessor in accordance with the Rules and Regulations promulgated by The Club at Dunes West (as stated in The Club at Dunes West Policies and Procedures), and in consideration of the terms and conditions herein, the undersigned parties hereby acknowledge and agree as follows:

- PARTIES TO AGREEMENT.** The parties to this Lease Agreement are The Club at Dunes West, 3535 Wando Plantation Way, Mt. Pleasant, South Carolina, 29466, hereinafter referred to as Lessor, and

\_\_\_\_\_,  
hereinafter referred to as Lessee.

- LESSEE IDENTIFICATION.** Lessee's full name and address are:

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Post Office Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Club Members Authorized to Use Vessel/Vehicle: \_\_\_\_\_

\_\_\_\_\_

Club Member Initials: \_\_\_\_\_

3. **VESSEL IDENTIFICATION** (if applicable). (Please attach information for additional vessels to this agreement.) Description of Lessee's Vessel that may be placed in Dry Storage Facility:

Vessel Name \_\_\_\_\_ Manufacturer \_\_\_\_\_

Model \_\_\_\_\_ Hull Identification Number \_\_\_\_\_

State Registration or Documentation Number \_\_\_\_\_

Year: \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Hull Color: \_\_\_\_\_ Deck Color: \_\_\_\_\_ Stripe Color: \_\_\_\_\_

Power or Sail (please circle one)      Engine Type (please circle one): Gas   Diesel

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

4. **VEHICLE IDENTIFICATION** (if applicable). (Please attach information for additional vehicles to this agreement.) Description of Lessee's vehicle that may be placed in Dry Storage Facility:

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

5. **TRAILER IDENTIFICATION** (if applicable). (Please attach information for additional trailers to this agreement.) Description of Lessee's trailer that may be placed in Dry Storage Facility:

Manufacturer: \_\_\_\_\_ Color: \_\_\_\_\_

Length: \_\_\_\_\_

6. **TERMS.** The term of this agreement shall commence as of the date payment is made and this agreement is signed by both parties and all terms and conditions of this Agreement shall continue in full force and effect until December 31, 2009. Lessor will provide one (1) dry storage rental space at the Dry Storage Facility for storage of Lessee's vessel, vehicle and/or trailer described herein. Location of the Dry Storage Facility Rental Space will be assigned by the Lessor as indicated on Page 1, who may move said vessel/vehicle/trailer belonging to Lessee from place to place in its facility as it sees fit.

- a. All fees shall be paid by Lessee in full in advance to Lessor. Fees are subject to change without prior notice at the sole discretion of the Lessor. No vessel/vehicle will be stored at the Dry Storage Facility if there are past due monies owed by Lessee.
- b. In the event of any breach of the terms and conditions of this lease agreement by the Lessee, the Lessor may immediately terminate this lease. In the event of such

termination the Lessee will immediately remove his/her vessel/vehicle (see also Paragraph 12: Vacating Upon Termination). The Lessor shall have a lien thereon for the full amount of such charges plus attorney fees in the event the matter is turned over to an attorney for collection.

- c. Lessee's Dry Storage Facility Rental Space is limited to one (1) parking space located immediately in front of the appropriately numbered concrete bumper in the Dry Storage Facility, the same numbered space that is indicated on Page 1 of this Agreement. No other space/property is included in this Lease Agreement. If Lessee parks in any other Dry Storage Facility Rental Space or in any other areas on The Club at Dunes West property not indicated on Page 1 of this Agreement, Lessee will immediately remove his/her vessel/vehicle. In the event Lessee refuses to immediately remove his/her vessel/vehicle, Lessor reserves the right to have said vessel/vehicle towed at Lessee's expense, and Lessee's Club Membership will be immediately canceled.
- d. The rental for this agreement is Seven Hundred and 30/100 (\$730.00) Dollars per year for one (1) Dry Storage Facility Rental Space. Payment for the Dry Storage Facility Rental Space does not include any additional services.
- e. If the Lessee vacates early, there will be no refund paid.
- f. Lessee understands and agrees that the Dry Storage Facility is **as is**, that Lessee has seen and is familiar with the Dry Storage Facility and the Dry Storage Facility Rental Space indicated on Page 1 of this Agreement, that no changes to the Dry Storage Facility or its rental spaces will be made (except at the sole discretion of Lessor), and that no additional services are included in this Lease Agreement.
- g. This Agreement is not automatically renewable each year. This Lease Agreement shall be renewable only by signing a new agreement, and by payment in advance of the appropriate lease fee.

7. **INSURANCE AND LIABILITY.** Lessee hereby agrees to maintain in force at all times liability insurance covering any and all vessels/vehicles at any time stored at the Dry Storage Facility by, on behalf of, or at the direction of, Lessee and covering the use of the Dry Storage Facilities by Lessee and Lessee's employees, crew, family, agents, invitees and guests. Such insurance shall be in an amount not less than Three Hundred Thousand and 00/100 (\$300,000.00) Dollars. Lessee shall provide a paper copy as evidence of such insurance to The Club at Dunes West prior to occupancy of the Dry Storage Facility Rental Space. Such insurance shall name The Club at Dunes West, John Wieland Homes and Neighborhoods, Inc., and their partners and Affiniti Golf Partners (see Paragraph 9, "Benefitted Parties"), as additional insureds. Lessee shall be liable for all damages to the Dry Storage Facility Rental Space, to other facilities at The Club at Dunes West Boat/RV Dry Storage Facility, and to other vessels, trailers, RVs, vehicles or persons on or about The Club at Dunes West Boat/RV Dry Storage Facility premises or any of The Club at Dunes West premises, caused by Lessee, and/or by vessels, vehicles, and/or trailers used or owned by, on behalf of, or at the direction of, Lessee, and by Lessee's employees, crew, family, agents, invitees and guests.

8. **LIENS AND ADDITIONAL LIABILITY.** In addition to any other rights and/or remedies Lessor may have, Lessor shall have a lien against any vessels and/or vehicles at any time stored at the Dry Storage Facility by, on behalf of, or at the direction of, Lessee, and against any such vessels' or vehicle's appurtenances and contents, for unpaid sums due at any time from Lessee to Lessor. Lessee shall additionally be liable for all costs and expenses, including, without limitation, any attorney's fees and court costs, incurred by any third party,

including, without limitation, the Lessor, in the enforcement of any provisions of this instrument.

9. **INDEMNITY.** Lessee hereby agrees to indemnify, save and hold harmless the Lessor, The Club at Dunes West, John Wieland Homes and Neighborhoods, Inc., John Wieland Homes and Neighborhoods of the Carolinas, Inc., John Wieland Homes, Inc., Affiniti Golf Partners, Dunes West Golf Club, LLC, Dunes West, LLC, Dunes West Properties, LLC, John Wieland Family Foundation, Inc., John Wieland Homes and Neighborhoods of Tennessee, Inc., John Wieland Homes of Jacksonville, Inc., and Wieland Financial Services, Inc., their partners and affiliates, and the officers, directors, committees, members, shareholders, employees, agents, successors and assigns of any of the foregoing (collectively, "Benefitted Parties"), from and against any and all claims, demands, and suits for damages or injury to persons, property or otherwise which might be brought against any of the Benefitted Parties as a result of, arising out of, or in any way connected with (i) the storage, operation, or presence of vessels, vehicles, and/or trailers in or around the Dry Storage Facility associated with The Club at Dunes West in general by, on behalf of, or at the direction of Lessee and (ii) the use of Lessee's Dry Storage Facility Rental Space and/or the facilities of The Club at Dunes West by Lessee and Lessee's employees, crew, family, agents, invitees and guests. In addition, Lessee hereby releases the Benefitted Parties from any and all liability for damages or injury of whatever nature to Lessee and Lessee's employees, crew, family, agents, invitees and guests, to vessels, vehicles, and/or trailers used or owned by, on behalf of, or at the direction of, Lessee, and to equipment and other gear or property belonging to or in the custody of Lessee or Lessee's employees, crew, family, agents, invitees and guests.
10. **ACKNOWLEDGMENT OF CONDITIONS OF USE.** Lessee acknowledges that occupancy and use of the Dry Storage Facility and the boat ramp associated with the Dry Storage Facility are subject to The Club at Dunes West Policies and Procedures. Lessee acknowledges that Lessee has received and read a copy of The Club at Dunes West Policies and Procedures, consents to the terms thereof, and hereby agrees to be bound by and to comply with the terms thereof. Lessee understands that the Rules and Regulations governing use of the Dry Storage Facility and associated Boat Ramp (set forth in The Club at Dunes West Policies and Procedures), the fees payable for Dry Storage Facility Rental Space, and any assessments payable to The Club at Dunes West are subject to change from time to time. The Club at Dunes West Policies and Procedures are also subject to change from time to time in accordance with the terms of the Policies and Procedures without notice.
11. **NON-BAILMENT.** Lessee hereby acknowledges and agrees that this instrument is not intended to be, and shall not be deemed to be, a bailment.
12. **VACATING UPON TERMINATION.** Should Lessee terminate this Lease Agreement, Lessee shall promptly vacate the applicable Dry Storage Facility Rental Space and remove from The Club at Dunes West premises any and all vessels, vehicles and/or trailers and any and all other property belonging to Lessee and/or Lessee's employees, crew, family, agents, invitees and guests. If Lessee fails to do so within five (5) days after written notice to do so from Lessor, Lessor shall have the right to remove all such property, including, without limitation, any and all vessels, vehicles and/or trailers from the applicable Dry Storage Facility Rental Space and/or from The Club at Dunes West premises, without liability for any

damage incurred as a result of such removal. Any removal fees and administrative fees incurred by said removal will be the responsibility of the Lessee. Lessee shall cause the Dry Storage Facility Rental Space to be in the same condition as when Lessee took possession of such Dry Storage Facility Rental Space. Lessee shall notify Lessor of termination before December 1<sup>st</sup>.

13. **NO ASSIGNMENT OR SUB-OCCUPANCY.** Dry Storage Facility Rental Space, keys to the Dry Storage Facility Rental Space, and this instrument may not be assigned, sold, pledged, hypothecated, or otherwise transferred or encumbered, except in accordance with the Policies, and any such action or attempted action by, on behalf of, or at the direction of, Lessee shall terminate this Lease Agreement and Lessee's Club Membership without further notice, and keys to the Dry Storage Facility and The Club at Dunes West Boat Ramp must be returned to Lessor immediately. In addition, Lessee shall not allow the Dry Storage Facility Rental Space to be used by any other party not stated herein, except as may be permitted under the Policies.
  
14. **PARK AT YOUR OWN RISK.** Lessee agrees to park at his/her own risk. Lessee agrees that Lessor is not responsible for any damages to Lessee's vessel, vehicle, and/or any other property belonging to Lessee.

(signature page to follow)

IN WITNESS HEREOF, the parties hereto have affixed their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Mt. Pleasant, South Carolina

Print Name: \_\_\_\_\_  
LESSEE/CLUB MEMBER

Signature: \_\_\_\_\_  
LESSEE/CLUB MEMBER

Date: \_\_\_\_\_, 2009

LEASE ACCEPTED:

Print Name: \_\_\_\_\_  
The Club at Dunes West, Lessor

Signature: \_\_\_\_\_  
The Club at Dunes West, Lessor

Date: \_\_\_\_\_, 2009