

# Kearney Lodge



6460 Convoy Court San Diego, CA 92117 858.277.6060/ph 858.277.7661/f

## RECREATIONAL VEHICLE STORAGE AGREEMENT

This agreement is made between Kearney Lodge Mobilehome Park (hereinafter the "Park") and \_\_\_\_\_  
\_\_\_\_\_, Space \_\_\_\_\_ (hereinafter the "Resident") and shall  
commence on this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. For the consideration described below, Park  
agrees to provide storage for Resident of the following recreational vehicle:

1. \_\_\_\_\_  
(description of vehicle: type of vehicle, make, model, color)  
\_\_\_\_\_  
identification #                      registered state                      registration/license number  
\_\_\_\_\_  
registered owner's name

Resident agrees to pay Park the sum of \$ \_\_\_\_\_ per month, which shall constitute payment for the first month's storage charges. Resident agrees to pay the Park \$ \_\_\_\_\_ per month for each subsequent month of this agreement, payable on the first day of the month and no later than the 6<sup>th</sup> of each month, until the expiration of this agreement.

All vehicles must have current registration, license, be street legal, and be maintained in operating condition. A copy of the current registration certificate for the stored vehicle must be provided to the Park Office. Tenant **shall not** a) store flammable materials, explosives or other inherently dangerous materials; b) personal property to which a third party has any right, title or interest, or which would result in the Violation of any federal, state, local laws or Kearney Lodge Rules and Regulations; c) reside in.

Either party may terminate this Agreement by giving the other party thirty (30) days written notice of such termination. In the event of such notice, Resident agrees to remove the vehicle from the storage area.

Park agrees to provide storage space in an area designated by the Park, but is not responsible for any damage or loss from any cause arising at any time to such vehicle, including, but not limited to fire, theft, acts of God, vandalism or any physical damage while the recreational vehicle remains in the storage facility. Resident agrees to such provisions and agrees to indemnify and hold the Park harmless from and on account of any damage or injury to any person or equipment on the vehicle arising from any cause or from the negligence of Resident, his/her family or guests, or any other person.

Resident understands and agrees that the vehicle stored the Parks storage facilities will be subject to a claim of lien and may even be sold to satisfy the lien if the rent/storage or other charges due relating to such storage remain unpaid for 14 consecutive days and that such actions are authorized by Division 8, Chapter 10 of the Business and Professional Code. In any action arising out of this Storage Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgement is rendered in his or her favor or where litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree on the settlement or compromise.

Resident acknowledges having read this Agreement and agrees to be bound by all the terms and conditions herein contained.

Dated: \_\_\_\_\_ Resident: \_\_\_\_\_

Dated: \_\_\_\_\_ Manager: \_\_\_\_\_

Vehicle Stored in Lot: \_\_\_\_\_ Storage Space: \_\_\_\_\_