

**KANSAS SAILING ASSOCIATION SAILBOAT STORAGE LEASE - 2010**  
**Mail to: Bill McNally, Treasurer, 9414 W. 148<sup>th</sup> Place, Overland Park, Kansas 66221**

\_\_\_\_\_  
(Lessee's Name and Address)

Email	Home Phone	Work Phone	Cell Phone
_____ (1st Boat (\$250.00) Class and State Reg. No.) (KSA may place a tag on each trailer)		_____ (2 <sup>nd</sup> Boat (\$150.00) Class and State Reg. No.)	
_____ (3 <sup>rd</sup> Boat (\$75.00) Class and State Reg. No.)		_____ (Prms on Rack (\$10.00) Class and State Reg. No.)	
_____ No. of Parking Spaces All boats must be owned and primarily used by the same owner.		_____ Total Rent for Lease Term	

Kansas Sailing Association, a Kansas not for profit corporation (hereinafter "KSA") hereby leases to Lessee and Lessee hereby leases from KSA the number of parking spaces set forth above located in the KSA Facility (as hereinafter defined) upon the following terms and conditions. This Lease is effective and binding on KSA when KSA executes this Lease.

1. **TERM:** This Lease commences on the date executed by KSA and terminates on the following March 31. At the end of the Term the lease shall either be renewed or all personal property belonging to Lessee shall be removed from the KSA Facility. KSA has no obligation to renew the lease and may decline to renew the lease for any reason and/or no reason. In the event Lessee does not remove all of Lessee's personal property from the KSA Facility on or before the end of the Term, and the lease is not renewed, then Lessee shall be a holdover tenant. This Lease automatically terminates upon termination of the lease between KSA and the Department of the Army.

2. **LEASED SPACE:** The KSA Facility is the property located on the south side of Lake Clinton, Douglas County, Kansas in Bloomington Park, which is leased by KSA from the Department of the Army. This Lease is for the number of parking spaces set forth above. KSA will assign a specific parking space within the KSA Facility to Lessee. Lessee shall use the assigned parking space(s) and only the assigned parking space(s). KSA may change the parking space assignments at any time in its sole and exclusive discretion. The KSA Facility is a self-service storage facility as defined by applicable Kansas statutes. KSA may move any stored property to a different location within the KSA Facility, including any boats, at any time for any reason.

3. **RENT:** Lessee shall pay the Total Rent set forth above at the commencement of the Term. If Lessee was a member in the previous year then there shall be a late charge \$20.00 per month for all payments received after April 30<sup>th</sup>. Lessee shall pay on the 1<sup>st</sup> day of each month the sum of Fifty Dollars per month per parking space for each month, or partial month, in which Lessee is a holdover tenant.

4. **PROPERTY STORED:** Lessee may store the boats identified above. Lessee may not store any other property in the KSA Facility. If Lessee desires to change boats then Lessee must obtain the written permission of KSA.

5. **RULES AND REGULATIONS:** Lessee shall comply with all rules and regulations of KSA concerning boat storage and use of the KSA Facility. A copy of the rules and regulations as currently in effect is attached hereto. KSA may change the rules and regulations at any time by posting rules and regulations at the KSA Facility and/or by sending revised rules and regulations to Lessee. Lessee understands that KSA has leased the KSA Facility from the Department of the Army. Lessee agrees to comply with any rules and regulations promulgated by the Department of the Army concerning the KSA Facility and to maintain and store Lessee's boat(s) in a manner that will not violate the lease between KSA and the Department of the Army.

6. **NO ASSIGNMENT BY LESSEE:** Lessee may not assign this lease and will not permit the use of the KSA Facility or the assigned parking spaces by any other party. If Lessee sells a boat identified above and the purchaser desires to store the boat at the KSA Facility then the purchaser must enter into a lease with KSA or the boat must be removed from the KSA Facility in which event there shall not be a refund.

7. **LIMITATION OF LIABILITY OF KSA:** Lessee, on its own behalf, and on behalf of Lessee's guests and invitees, hereby releases and holds harmless the KSA Group, from any and all liability, cost, expense, damage, and/or loss of any nature and/or kind what so ever (including but not limited to property damage, personal injury and/or death) arising out of, related to, and/or caused by this Lease, the storage of property at the KSA Facility, the use of the KSA Facility, act of God, weather, and/or any other cause and/or event. Lessee uses the KSA Facility at Lessee's own risk. Lessee understands and acknowledges that KSA does not carry insurance on Lessee's property and that the KSA Group is not liable for any loss and/or damage to Lessee's property. KSA strongly recommends that Lessee carry full insurance coverage on Lessee's property stored in the KSA Facility. The term KSA Group means and includes KSA and in their capacity as such, its officers, directors, agents, and members. There are no third party beneficiaries of this paragraph. This paragraph does not apply to an individual and/or entity to the

extent performing professional services, and/or selling goods, even if such individual and/or entity is included in the definition of KSA Group.

8. **INDEMNITY OF KSA BY LESSEE:** Lessee hereby indemnifies the KSA Group against any and all liability, damage, loss, etc. (including but not limited to reasonable attorney's fees) arising out of: any breach by Lessee of this Lease; and/or any negligent, wanton, criminal, and/or malicious act of Lessee.

9. **LIENS: KSA HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN AND/OR ON THE KSA FACILITY FOR RENT, HOLDOVER RENT, LABOR AND OTHER CHARGES TO BRING SUCH PROPERTY INTO COMPLIANCE WITH RULES AND REGULATIONS, AND FOR ALL EXPENSES REASONABLY INCURRED IN SELLING SUCH PROPERTY IN THE EVENT OF A DEFAULT. THE PERSONAL PROPERTY OF LESSEE STORED IN THE KSA FACILITY MAY BE SOLD TO SATISFY THE LIEN IF THE LESSEE IS IN DEFAULT AND THE PROCEEDS FROM SUCH SALE WHICH REMAIN AFTER SATISFACTION OF THE LIEN WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE LESSEE WITHIN ONE YEAR AFTER THE SALE OF THE PROPERTY.**

10. **DEFAULT:** Lessee shall be in default if Lessee: fails to pay any rent when due including but not limited to holdover rent; fails to comply with all rules and regulations in effect from time to time; and/or violates any term of this Lease. Upon default KSA may: sell Lessee's property located in KSA Facility as set forth in the paragraph titled "Liens"; KSA may perform work on Lessee's property stored in the KSA Facility to bring Lessee and Lessee's property in compliance with applicable rules and regulations and charge the cost thereof to Lessee after giving Lessee 10 days to perform such repairs by written notice; and/or may deny Lessee access to the KSA Facility.

11. **NOTICES:** All notices to Lessee are deemed sent and delivered when addressed to Lessee's address set forth above, on the earlier of: three days after sent certified return receipt mail; one day after deposit with a reputable overnight delivery service other than the U.S. Mail; and/or upon hand delivery. All notices to KSA are deemed sent and delivered, on the earlier of: three days after sent certified return receipt mail to the address set forth below for KSA; one day after deposit with a reputable overnight delivery service other than the U.S. Mail; and/or when actually received by an officer of KSA.

13. **JURY TRIAL WAIVER:** All parties hereto hereby waive trial by jury in any and all litigation by and between the parties hereto including but not limited to litigation related to and/or arising out of this Lease, the storage of property by Lessee in the KSA Facility, and/or use of the KSA Facility.

14. **NO WAIVERS:** No delay or failure to enforce the terms and provisions of this Lease, or to exercise any rights hereunder, and no partial or single exercise of any rights, shall be deemed a waiver of any rights of KSA.

15. **ENVIRONMENTAL PROTECTION:** Lessee recognizes that part of KSA's mission is to promote sailing and the enjoyment of the outdoors and natural resources. Lessee agrees that Lessee will not pollute and/or introduce any pollutant into: any water, any property of KSA, and/or Lake Clinton. Lessee will not store hazardous and/or explosive chemicals in the KSA facility other than small quantities of supplies normally and customarily used to clean sailboats, make minor repairs to sailboats, and/or which are contained in motor vehicles as normally used for private recreational use. Lessee will comply with all environmental laws and regulations in connection with using the KSA Facility. Nothing in this paragraph prohibits KSA from storing supplies necessary for the operation and/or repair of motor boats and sailboats.

\_\_\_\_\_  
Kansas Sailing Association ("KSA")/Date

\_\_\_\_\_  
Lessee/Date

**RULES AND REGULATIONS OF THE KANSAS SAILING ASSOCIATION  
FOR USE OF THE KANSAS SAILING ASSOCIATION FACILITY**

1. Boats:
  - a. All boats shall be sailboats, less than 25 feet in total length, in good usable condition, except that KSA may store motor boats. Any motors on sailboats shall be limited to ten horsepower.
  - b. All covers shall be in good condition, not torn, and specifically designed for the boat. Torn covers may be removed by KSA.
  - c. All trailers and dollies shall be secured to the asphalt parking lot by appropriate tie downs if tie downs are installed in the lot. All boats shall be secured to trailers, dollies, and/or racks as applicable, by appropriate tie downs.
  - d. All boats shall be stored in the assigned parking space and/or rack if specific spaces are assigned.
  - e. All boats shall be on a good usable trailer or dolly capable of being pushed (no flat tires) unless such boat is stored on a rack.
2. Motorized Vehicles:
  - a. All motorized vehicles shall be parked in a manner that does not prevent other boats from being removed from their parking space. At any time KSA may prohibit motorized vehicles from entering the KSA Facility.
  - b. No motorized vehicle may be driven over five miles per hour in the KSA Facility.
  - c. No motorized vehicles may be left long term (not to exceed three days) in the KSA Facility except for motor boats owned by KSA.
3. Personal Conduct:
  - a. The KSA Facility is a public facility used by adults and children.
  - b. Lessee and Lessee's guest and invitees shall at all times conduct themselves, while using the KSA Facility, in a manner that is courteous to all other users, is appropriate in front of children, and does not interfere with the rights of others to use the KSA Facility.
  - c. All users of the KSA Facility shall be respectful of personal property and boats owned by others and shall not use personal property and/or boats owned by others without the permission of the owner of such property.
  - d. No person may stay overnight or use the KSA facility for sleeping or residential purposes.
4. Miscellaneous Personal Property: All personal property of Lessee shall be stored in Lessee's boat, and may not be left on the ground or on top of the cover of a boat, unless KSA elects to provide other storage locations in which event the personal property may be stored in Lessee's boat or space assigned by KSA for such personal property.
5. Locking Facility: When ever Lessee is the last person to leave the KSA Facility, whether because people are on the water or have left the area, the Lessee shall lock the facility using the lock provided by KSA.
6. Notification of Lease Violations or Risk to Boats: When ever Lessee observes any condition of the KSA Facility, or any boat stored in the KSA Facility, that is in violation of this Lease, or is causing risk of loss or damage to the KSA Facility or a boat stored in the KSA Facility, Lessee shall notify either an officer of KSA or the applicable boat owner.
7. Water: We agree not to leave the water running because KSA gets charged for the water.
8. Alcohol:
  - a. All alcoholic consumption shall be in compliance with applicable law. Public intoxication is not allowed in the KSA Facility.
  - b. Alcohol may not be sold in the KSA Facility.
  - c. No advertisements for alcohol may be posted in the KSA Facility.
9. Compliance with Laws: All users of the KSA Facility shall at all times comply with all applicable laws while using and/or in the KSA Facility.

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Initials