

# Leavenworth Golf Course - Cart Storage Space Lease Agreement

## Renewable Annually - April 1 through March 31

*Leavenworth Golf Course - 9101 Icicle Rd., Leavenworth, WA 98826*

This "Continuing" Agreement is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Leavenworth Golf Course, hereinafter referred to as "Lessor" and \_\_\_\_\_, hereinafter referred to as "Lessee, Tenant."

**STORAGE BUILDING** \_\_\_\_\_ **UNIT** \_\_\_\_\_

### Current Year Annual Lease Fees - Indicate Golf Cart Type

\_\_\_\_\_ **Gas Golf Cart (\$225.00)**          \_\_\_\_\_ **Electric Golf Cart (\$250.00)**

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the premises generally described as GOLF CART STORAGE, it is herein agreed as follows:

1. Lessor hereby leases to Tenant, the premises described above for an initial term of **12 (twelve) months** beginning **April 1, 2017** and ending **March 31, 2018**. If at any subsequent time Tenant is approved to relocate to a storage building/unit which differs from what is specified above, this contract will be deemed to have been amended to reflect that current location and all other terms and conditions as specified herein will remain in full force and effect.

It is further understood and agreed upon by both Lessor and Tenant that this agreement will supersede and replace any prior written or verbal agreements that the Lessor and Tenant may or may not have had between each other regarding this or any other storage unit.

2. Tenant agrees to pay the current Annual Lease Fee ("Lease Payment") reflected above (for 2017-2018) subject to the terms and conditions set forth herein. For those who have already paid, this document is being signed subsequent to the 2017 renewal date in order to accommodate the Tenant's ability to renew annually "over the phone".. Without this new "Continuing" Agreement, beginning in 2018, renewals would have been required to be done in person in order to resign an annual Lease Agreement at each subsequent renewal date.

In addition, due to the fact that this Lease Payment may not remain constant over the time in which this "Continuing Agreement" may remain in effect, the Tenant understands that they will be advised at the time of each annual renewal as to the amount of the current Lease Payment which will be due for each subsequent year.

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**3.** This Lease Payment shall be due in advance for each calendar year to the address of Lessor as stated above or at such other address as Lessor may, from time to time, require. Any annual renewal not paid in full prior to April 15<sup>th</sup> will result in the Lessee being deemed in default of this agreement by virtue of non-payment. If this occurs, the Lessee will have the right to cure this default by paying the current annual Lease Payment plus a 10% reinstatement fee by no later than April 30<sup>th</sup>. If payment has not been made and default has not been cleared prior to May 1, Lessor reserves all rights and remedies available in order to collect any pro-rata amounts due and make Lessee's current Cart Shed available for re-lease. These actions include but are not limited to: 1) restricting Lessee's access to current Cart Shed, 2) removal of and disposing of any personal property from Lessee's current Cart Shed and 3) referral to LGC Board of Directors for potential review of membership status, as may be applicable.

**4.** Upon receiving any subsequent years Lease Payment, Lessor agrees to issue a receipt stating Tenant's name, a description of the premises, the amount paid, the date paid and the period for which the payment is paid for. Payment by Tenant and acceptance by Lessor will extend this "Continuing Agreement" for an additional period of time (usually an additional 12 months) but will be noted on the payment receipt (for the Tenant) and subsequently recorded on the bottom or reverse of this agreement by the Lessor or its agent (for the Lessor). This Agreement can be renewed by written or verbal request by the Tenant but is always subject to approval by the Lessor and said approval is also dependent on the Tenant being in full compliance with all other terms and conditions as set forth in this Agreement.

**5.** Lessor covenants that the leased premises are clean and dry.

**6.** Tenant agrees to use the premises exclusively for the storage of their personal golf cart and golf equipment personal property, supplies or other material owned by Tenant and for no other use.

**7.** Tenant understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed.

**8.** Tenant agrees to keep the immediate premises in good order and to advise Lessor or his agent of any needed maintenance or repairs.

**9.** Tenant shall not store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by Lessor.

**10.** Tenant shall not keep or have in or on the leased premises any article or thing which might be considered "hazardous" or "extra hazardous" by any responsible insurance company.

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11. Tenant agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent buildings.
12. **Lessor is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Tenant, nor is Lessor required to carry any insurance to cover same.**
13. **Tenant, at their own expense, shall obtain their own insurance, if any, to the property stored in said premises.**
14. Tenant shall not sublease said premises without the written consent of Lessor.
15. Tenant may not make any alterations to the premises. Tenant will notify the Lessor of electrical problems, latch & hinge problems.
16. Tenant may be assessed for any damage to any part of the unit to be used by Lessor at the termination of this lease for the cost of repairs, if any, to the premises caused by the intentional or negligent acts of Tenant.
17. Upon vacating the premises Tenant agrees to leave premises in a clean condition subject to the terms and conditions set forth herein.
18. Lessor shall have the right to enter said premises at any time to inspect same, to make repairs or to enforce this lease.
19. The Lessor will provide the Tenant a secure lock (REQUIRED) and 1 key to the tenant and one will be retained by the Lessor in a secured environment. In the event the tenant has a need for more keys, the tenant will request additional keys at a cost of \$3.50 per key. The Tenant will use the locking device provided by the Lessor - a suitable means of locking said premises. If Lessor finds any locking device other than what was provided - the tenant will be assessed a **\$40.00 Lock Replacement Cost** for the removal of LGC property, and forfeit the privilege of leasing space.
20. Tenant agrees to notify Lessor in writing 15 days in advance of vacating the premises.
21. Tenant understands that Lessor has the right to require the Tenant to vacate the premises with no advance notice in the event that the Tenant is deemed to have been in violation of any of the terms and conditions of this entire agreement.

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**22.** Lessor and Tenant agree that this agreement, when filled out and signed, is a binding legal obligation.

**23.** This Cart Storage Space Lease Agreement constitutes the entire Agreement between the parties hereto.

**24.** Trail fee included with Cart Shed Lease

**25.** Trail fee required without Cart Shed Lease

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first noted above and confirmed below.

Lessor \_\_\_\_\_

Date\_\_\_\_\_

Tenant \_\_\_\_\_

Date\_\_\_\_\_