

## **BOX #B STORAGE AGREEMENT**

- A. READ THIS WHOLE AGREEMENT. WE MIGHT SELL YOUR GLIDER FOR STORAGE FEES.**
- B. WE WILL NOT ALLOW YOU TO OCCUPY A STORAGE SPACE UNLESS YOU AGREE TO ASSUME THE RISK OF ANY PERSONAL INJURY CONNECTED IN ANY WAY WITH STORAGE OF YOUR GLIDER.**
- C. WE WILL NOT ALLOW YOU TO OCCUPY A STORAGE SPACE UNLESS YOU ARE A MEMBER OF SHGA IN GOOD STANDING. STORAGE MAY BE TERMINATED IF YOU ARE DELINQUENT IN YOUR DUES OR STORAGE FEES.**
- D. WE WILL EXERCISE DUE CARE IN STORING YOUR GLIDER, BUT WE DO NOT INSURE YOU AGAINST DAMAGE THAT CANNOT BE PREVENTED THROUGH THE EXERCISE OF DUE CARE.**
- E. TO ENHANCE SECURITY, WE SUGGEST THAT YOU DO NOT DISCLOSE TO ANYONE WHICH SPACE YOUR GLIDER OCCUPIES.**
- F. ALWAYS LOCK YOUR SPACE AND THE OUTER DOORS. WE CANNOT PROTECT YOUR GLIDER AND THE GLIDERS OF OTHERS IF YOU DO NOT USE REASONABLE CARE TO PROTECT YOURSELF AND THEM.**
- G. NEVER GIVE THE COMBINATION TO THE OUTER DOORS TO ANYONE. WE CANNOT PROTECT YOUR GLIDER AND THE GLIDERS OF OTHERS IF YOU GIVE UP THE COMBINATION.**

This is the agreement between the Sylmar Hang Gliding Association (the Club) and \_\_\_\_\_ (the Licensee), who agrees to rent a space in the Club's glider storage facility on the following terms:

1. This written agreement is the whole agreement and the only agreement between the Club and the Licensee. It cannot be modified orally. Any modification must be in writing, signed by a person authorized by the Board to sign a modification. The storage manager is not authorized to modify this agreement.
2. Storage spaces are available only to Club members in good standing. If the licensee's Club dues fall into arrears by more than one month, the Club may evict the licensee.
3. The Licensee agrees to the follow requirements:
  - a. The Club will permit the Licensee to store one hang glider in a space to be assigned in the unlimited discretion of the storage manager.
  - b. Absolutely no subleasing is permitted.
  - c. Harnesses may be stored, but CHEMICAL PROPELLANT ROCKETS ARE PROHIBITED. SMOKE BOMBS ARE PROHIBITED. Compressed air rockets are permitted.
  - d. Each space will be locked by a padlock or combination lock to be provided by the Licensee.
  - e. The Licensee agrees to open his or her space for inspection at the request of the storage manager.

- f. The Licensee agrees to lock the outer doors whenever he leaves the storage box, unless another Licensee agrees to accept that responsibility.
4. The Licensee will pay the storage fees as follows:
  - a. Annual fees are \$240, payable in advance in cash or by check. Annual licensees who do not renew their annual fee in advance will pay at the monthly rate until the full annual fee is received
  - b. Quarterly fees are \$75, payable in advance in cash or by check. Quarterly licensees who do not renew their quarterly fee in advance will pay at the monthly rate until the full quarterly fee is received
  - c. Monthly fees are \$30, payable in advance in cash or by check. Monthly licensees specifically authorize the Club to charge the storage fee for each month in advance on the first day of that month.
  - d. Weekly fees of \$10 and Daily fees of \$2.00 are payable in cash only, in advance.
  - e. The storage manager is not authorized to demand or receive any money or any other form of compensation besides the storage fees and any late fees. (See & 5, below.)
  - f. Fees may be increased from time to time on 30 days' notice. No increase of fees will affect any period for which a licensee has prepaid.
5. The Club will send Licensees only the following notices:
  - a. Renewal notices to annual and quarterly Licensees, to be mailed 20 days before the renewal due date.
  - b. Notices of increases in storage fees, at least 30 days before the effective date of any increase.
  - c. Eviction notices, at least 20 days before the effective date of the eviction.
  - d. Notice of sale of licensee's glider for payment of storage fees as required by California Commercial Code Section 7210.
6. Fee Payments.
  - a. Monthly and quarterly storage fees are due on the first of the month. If storage fees are not paid by the tenth day of the month, a late fee of \$10.00 will accrue in addition to the storage fee.
  - b. Annual storage fees are due on the anniversary of storage. If storage fees are not paid by the tenth day after that date, a late fee of \$10.00 will accrue in addition to the storage fee.
  - c. The storage manager is authorized to waive only one month's late fee.
7. Security for payment.
  - a. The Licensee agrees that the club will have a warehouseman's lien on the glider for the amount of any storage fee that is past due, including late fees. This means that the Club is authorized to withhold possession of the glider until all storage fees are paid. Possession may be withheld either by the Club's placing a lock on the storage space or by cutting the licensee's lock and removing the contents, in the Club's discretion.
  - b. Under California Commercial Code Section 7210, stored articles may be sold at auction for the payment of storage fees, late fees and the costs of sale. The owner may redeem the goods at any time before the sale upon payment of all those fees and costs.

8. This agreement is not a lease of real property. It is only a license to permit the Licensee's use of a storage space according to the terms of this agreement. This agreement does not create a periodic tenancy and the only notices, or periods of notice required of the Club are those set forth in Paragraph 5.
9. This agreement is not affected by any agreement between the Club and the storage manager. The Club may require the storage manager to post or send notices to Licensees or to take other actions beyond what is required in this agreement. Nevertheless, the Licensee agrees that the only notices to which he or she is entitled are those set forth in Paragraph 5 and the notification required by Commercial Code, Section 7210. The Licensee further agrees that he or she is not entitled to any reliance on any notice posted, sent, or made, or on the lack of any notice, other than as stated in this Paragraph.
10. The Licensee agrees to assume all the risks of glider storage, including theft, vandalism or damage to the glider from any cause whatsoever, except to the extent that damage can be prevented by the exercise of such care as a reasonably careful person would exercise in the circumstances.
11. The Licensee is aware that personal injury may result in moving, lifting, storing and un-storing hang gliders, and assumes all risks of such injury. The Licensee also assumes all risks of using any step or stepstool each time it is used to assure that it is sturdy and placed so that it will not slip or tip. This assumption of risk is not affected by the Licensee's height in relation to the height of the available space. It is the Licensee's sole decision whether to occupy an available space. If the space cannot be accessed without a step or stepstool, the Licensee is free to decline that space and store the glider at another facility.
12. The Licensee agrees not to sue or otherwise assert any claim of negligence for personal injury against the Club, or any officer, employee, or agent of the Club, including the storage manager. **YOU ARE GIVING UP YOUR LEGAL RIGHTS IN ORDER TO STORE YOUR GLIDER HERE. INITIAL HERE IF YOU AGREE TO THIS.** \_\_\_\_\_
13. Except as otherwise required by law, all notices to the Licensee shall be sent by first class mail, postage prepaid, to the address provided by the Licensee on Attachment A.
14. This agreement may be terminated at any time by either party on 20 days' written notice. After notice of termination by the Club, the Licensee may occupy the space for the remainder of any period for which fees are prepaid. If the Licensee terminates before the end of a term for which he or she has paid, the Club will either retain the unused storage fee or charge the Licensee at the rate applicable to the longest term the Licensee has completed, and refund the balance, if any. [For example, a quarterly Licensee who vacates after two full months of the quarter will be refunded \$15, the difference between the \$75 quarterly fee and two months at \$30. An annual Licensee who vacates after seven months will be charged two quarters at \$75 and one month at \$30, or \$180, and will be refunded the difference of \$60.]

Date: \_\_\_\_\_  
Licensee's signature Attachment A

Attachment A

The License has the responsibility to inform the Manager of any change in contact information.

Date: \_\_\_\_\_ Space No. \_\_\_\_\_

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

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

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

Zip: \_\_\_\_\_

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

Work Telephone: \_\_\_\_\_

email: \_\_\_\_\_

Glider Information:

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