

SOUTHERN IOWA RURAL WATER ASSOCIATION STORAGE LEASE AGREEMENT

This Storage Lease Agreement ("Lease") is made by and between Southern Iowa Rural Water Association (SIRWA) as Lessor, and the Lessee identified below.

SIRWA hereby leases to Lessee, upon the following terms and conditions, space (hereinafter "Storage Area") in SIRWA's general purpose storage yard located in Union County, Iowa, for Lessee's seasonal storage of a motor vehicle, recreational vehicle or other type of vehicle that has been approved by SIRWA (hereinafter "Property"):

1. Term. The duration of this Lease shall be from November 1, _____ to and including May 1, _____.
2. Rent. Lessee agrees to pay SIRWA a flat fee in the amount of \$150.00, in advance, as rent for the full term of this Lease. All rent payments are non-transferable and non-refundable. Lessee agrees to pay a \$30.00 handling fee for any dishonored check.
3. Late Fees and Holdovers. Lessee will be charged a late fee of \$40.00 per month if the Property is not removed on or before May 15, _____.
4. Access.
 - a) Lessee shall contact the SIRWA office to schedule dates and times for one-time delivery and one-time removal of Lessee's Property to and from the assigned Storage Area. Proof of identification may be required at the time of delivery or removal by Lessee.
 - b) Lessee agrees that if access is required to the Property after initial delivery to the Storage Area, Lessee will pay an up-front fee of \$10.00 for each additional visit to the Property.
 - c) Lessee will not do work or allow others to do work on the Property while located in the Storage Area on SIRWA's premises.
5. Limit per Storage Area. Lessee may have only one vehicle stored per Storage Area unless otherwise approved in writing by SIRWA.
6. Property Hazards. Lessee shall, prior to placing the Property at the Storage Area, shut off any propane cylinders with the Property and shall remove from the Property any and all other hazardous or combustible materials. Lessee, will not under any circumstances, increase or create any hazard of any kind or nature in or on SIRWA's premises.
7. Rules and Regulations. Lessee shall abide by all reasonable rules and regulations promulgated by SIRWA with respect to storage and removal of Property placed on SIRWA's premises.
8. Assignment and Subletting. Lessee shall not assign this Lease, nor sublet the Storage Area, nor any part thereof, under any circumstances.
9. Alterations Prohibited. Lessee shall not make any alterations to the Storage Area at any time.
10. Risk of Loss. Risk of loss or damage which results either from fire, flood, wind or any hazard whatsoever including theft, mysterious disappearance and all other causes is assumed by Lessee and Lessee shall be solely responsible for said loss. Lessee agrees to waive any and all subrogation rights which it may have under any existing policies of insurance and Lessee shall be responsible for furnishing to any insurance company insuring the stored Property against any hazard a copy of this Lease and terms thereof.

11. SIRWA Not Bailee. Lessee agrees that SIRWA is not a bailee and SIRWA shall only be responsible for acts which are the result of either gross negligence and/or willful misconduct on the part of SIRWA.

12. Notices. All notices affecting this Lease shall be given to the respective party at the address shown herein below.

13. Entire Agreement. The parties agree that this constitutes the entire understanding of the parties and that there may be no modification therefore except as mutually agreed upon in writing by the parties.

14. Binding Agreement. This agreement shall be binding upon the parties hereto, their respective heirs, executors, distributes, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly signed this Lease Agreement on the date(s) indicated below.

Dated: _____

Dated: _____

SIRWA Representative Signature

Lessee Signature

Print Name: _____

1391 – 190th Street
Creston, Iowa 50801
Tel: (641) 782-5744

Print Name: _____

Address: _____

LESSOR

Home Tel: _____

Cell Phone: _____

LESSEE