



Lake Jeanette Association, Inc.
5040 Bass Chapel Rd.
Greensboro, NC 27455
HOA: 336-382-3663 Marina: 336-337-0057

www.LJvillages.com

LICENSE AGREEMENT for RACK SPACE

Name: _____

Contact #: _____ Email: _____

Address: _____

Boat Description: Make: _____ Model: _____ Color: _____

LJ Registration Sticker #: _____

Paid By: ___ Check Made Payable to Lake Jeanette Association ___ Credit Card

Marina Staff: _____

In consideration of the License of a **canoe/kayak rack space**, I agree to the following terms and conditions:

TERM: This License Agreement (“Agreement”) shall begin as of the date hereof, and shall continue for one year or from (date of term) _____ (“Term”), unless sooner terminated as provided herein.

PARTIES: The Lake Jeanette Association and Lake Jeanette Marina are “Licensor” herein and the undersigned are hereinafter “Licensee”.

RENTAL: This Agreement is for the exclusive use of rack space # _____. The charge for the exclusive use of the space shall be \$_____ for the Term. The charge for the Term shall be paid in full upon execution of this Agreement.

SURRENDER OF RACK SPACE AND PERSONAL PROPERTY: Licensee understands that Licensee will be invoiced to renew this Agreement 30 days prior to the end of the Term. If the invoice for renewal is not paid by the expiration of the ending Term, or this Agreement is terminated by Licensor as set forth below, the Licensee will surrender possession of the rack space and shall remove any personal property from the rack space within ten (10) days of the expiration of the ending Term or termination date.

In the event Licensee fails to remove their property from the rack space area after a term expires and is not renewed, or after termination, the Licensor shall send a Notice to Vacate to Licensee demanding removal of all personal property within ten (10) days of the date of the Notice to Vacate. The notice to vacate shall be sent by first class mail to the following address(es) for Licensee:

Address #1: _____

Address #2: _____

Licensee agrees to pay \$10.00 per day during the period Licensee is holding over by allowing personal property to remain in, on or around the rack space. In the event the personal property is not removed after the period of time set forth in the Notice to Vacate is given Licensee agrees that the property shall be considered abandoned with Licensee waiving and relinquishing all right, title, and claim to any personal property remaining at, in, or around the rack space. Abandonment of the property shall not relieve Licensee of any amounts due to Licensor under this Agreement. Licensee further agrees that if the Licensor incurs additional costs in removal or disposal of the Licensee's personal property Licensee shall be liable for the same to the Licensor.

Licensee specifically agrees that any property remaining within the dry storage area ten (10) days after the mailing of the Notice to Vacate shall be the property of Licensor and may be towed, stored, sold, or otherwise disposed of as permitted by North Carolina law.

Licensee shall:

1. keep all personal property properly stored and secured on the rack space when not in use to the satisfaction of the Licensor in its sole discretion.
2. keep all personal property in good condition, including, but limited to the property being reasonably free from damage, rust, mildew, and dirt.
3. cause to be displayed on all watercraft the registration sticker # _____ required by the Licensor.
4. follow all rules and regulations put in place by Licensors, including, but not limited to the Rules of Use on Lake Jeanette.

RIGHT TO TERMINATE: Licensor reserves the right to terminate this Agreement upon written notice to the Licensee mailed by first class mail to the Licensee's address provided above for any violation of this Agreement. Licensee shall update the mailing address of Licensee when appropriate. No refund (prorated or otherwise) will be paid to Licensee upon termination by Licensor.

RELEASE, INDEMNITY AND HOLD HARMLESS: Licensee on behalf of themselves, their family, and their guests releases and holds Lenoir Warehouse Group LLC and the Licensor and its owners, members, officers, directors, employees, independent contractors, and agents (Roskelly Management Associates LLC) harmless and agrees to indemnify Licensor, and its owners, members, officers, directors, employees, independent contractors, and agents including any attorney fees and costs incurred, from all claims, demands, causes of action and actions whatsoever resulting from or arising out of Licensee's rental of a canoe/kayak rack space and/or this Agreement. Specifically, but without limitation licensee acknowledges that Licensor is not responsible for the safekeeping of personal property stored in the space licensed here.

NO ASSIGNMENT: This Agreement is not assignable without written permission of Licensor.

I WARRANT AND REPRESENT THAT I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO ABIDE BY AND BE BOUND BY ALL THE TERMS AND CONDITIONS.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Approved by the Lake Jeanette Association, Inc. Board of Directors
6.6.19