



Lake Jeanette Association, Inc. 5040 Bass Chapel Rd., Greensboro, NC 27455
336-382-3663 Fax: 336-450-4000
www.LJvillages.com

RACK SPACE ASSIGNMENT AGREEMENT

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

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

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

RENTAL: This Agreement is for the exclusive use of rack space # _____ . The charge for the exclusive assignment 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 PERSONAL PROPERTY: Assignee understands that Assignee 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 Assignor as set forth below, the Assignee 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 Assignee fails to remove their property from the rack space area after a term expires and is not renewed, or after termination, the Assignor shall send a Notice to Vacate to Assignee 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 Assignee:

Address #1: _____

[Redacted]

Address #2:

[Redacted]
[Redacted]
[Redacted]

Assignee agrees to pay \$10.00 per day during the period Assignee 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 Notice to Vacate is given Assignee agrees that the property shall be considered abandoned with Assignee 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 Assignee of any amounts due to Assignor under this Agreement. Assignee further agrees that if the Assignor incurs additional costs in removal or disposal of the Assignee's personal property Assignee shall be liable for the same to the Assignor.

Assignee 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 Assignor and may be towed, stored, sold, or otherwise disposed of as permitted by North Carolina law.

CONDITIONS OF AGREEMENT:

1. Assignee shall keep all personal property properly stored and secured on the rack space when not in use.
2. Assignee shall keep all personal property in good condition, including, but limited to the property being reasonably free from rust, mildew, and dirt.
3. Assignee shall cause to be displayed on all watercraft the registration sticker # [Redacted] required by the Assignor.
4. Assignee shall follow all rules and regulations put in place by Assignors, including, but not limited to the Rules of Use on Lake Jeanette.

RIGHT TO TERMINATE: Assignor reserves the right to terminate this Agreement upon written notice to the Assignee mailed by first class mail to the Assignee's address provided above for any violation of this Agreement.

RELEASE, INDEMNITY AND HOLD HARMLESS: Assignee releases and holds the Assignor and its owners, members, officers, directors, employees, independent contractors, and agents harmless and agrees to indemnify Assignor, 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 Assignee's rental of a canoe/kayak rack space and/or this Agreement

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

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

PRINT NAME: _____

SIGNATURE: _____

DATE: _____