

**CHRISTMAS LAKE VILLAGE**

PO BOX 352  
SANTA CLAUS IN, 47579  
(812) 544-2234

DATE: \_\_\_\_\_  
SPACE # \_\_\_\_\_

**MEMBER:** \_\_\_\_\_  
**LOT NO:** \_\_\_\_\_

**CHARGES:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Annual Charge: \_\_\_\_\_ \$75.00

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

**Total:** \_\_\_\_\_

Others authorized to enter storage unit: \_\_\_\_\_  
**Emergency Contact & Telephone Number:** \_\_\_\_\_

**OCCUPANCY AGREEMENT**

1. Occupancy agreement made on (date) \_\_\_\_\_, \_\_\_\_\_ between Christmas Lake Properties, 193 S LJ KOCH BLVD, Santa Claus IN, 47579, and \_\_\_\_\_ of (address) \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ State of \_\_\_\_\_, herein referred to as "Member." Christmas Lake Village hereby rents and leases to Member, storage area # \_\_\_\_\_ located near the premises of 595 Donder Lane, Santa Claus, Indiana, for the term and at the rental provided for under this Occupancy Agreement.

2. The Member shall direct all inquiries regarding the occupancy of such storage space to: Christmas Lake Properties, 193 S LJ KOCH BLVD, SANTA CLAUS IN, 47579.

Phone: (812) 544-2234  
Email: cvillage@psci.net

3. **TIME PERIOD:** This occupancy agreement shall continue on annual year to year basis until terminated by 10 (ten) days written notice by either Christmas Lake Village or Member or by agreement of the parties to this agreement or by failure of Member to pay the rent when due and payable.

4. **PAYMENT:** Annual Rental payments shall be due and payable on the First day of October each year. In the event that rental payment is not received by the first day of November such annual rental payments shall be considered as delinquent. In addition to the rental then due, there shall be an additional service charge of Fifteen Dollars (\$15.00) to reimburse Christmas Lake Village for the cost of bookkeeping and other administrative services for the payments received after the first day of November. Returned checks shall be subject to a service charge of Twenty Dollars (\$25.00) per item. Notice: The annual occupancy charge and other charges stated in this agreement are the actual charges you must pay. The annual charge is for October 1<sup>st</sup> to the following September 30th or any portion thereof.

5. **LOCK OUT:** Failure to pay the annual rental payment by the first day of November each year shall also constitute a basis for termination of this occupancy agreement. If the occupancy is terminated by Christmas

Lake Village for failure of member to pay the monthly rental, Christmas Lake Village shall have the right to immediately remove all of the property of member. Christmas Lake Village will then store the property at member's sole expense and secure the storage area so as to deny Member access thereto until all charges and fees have been paid.

6. LEGAL COSTS: In the event any action is instituted at law to enforce any covenant contained in this occupancy agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by Member, Member shall pay such reasonable attorney fees and costs as may be determined by a court.

7. MAINTENANCE: Member shall not make any alterations to the premises without the written consent of Christmas Lake Village. Member shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid, waste, or refuse. At the time Member vacates the unit, Member shall leave the unit in a clean condition.

8. USAGE: Member shall use the premises only for mobile storage. Member shall not have the right to store any items which Member has in his possession illegally or which are items which are unlawful to be possessed by Member. The Member shall not store any flammable, explosive, or hazardous materials or illegal drugs on the premises. Further, Member shall not maintain any business, operate any machinery, or use the premises which are the subject of this occupancy agreement for any commercial, industrial, retail, wholesale sales, promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the sole and exclusive use of mobile storage in the possession of Member at Member's sole risk.

9. FACILITY RULES: Member agrees to abide by the rules and policies that are now in effect or that may be put in effect from time to time. Written rules are explained and are posted on site and in the office. Member acknowledges receiving a copy of the rules in effect at the time of the execution of this agreement, a copy which is attached hereto. Failure to abide by the rules and regulations of Christmas Lake Village shall constitute a basis for termination of this occupancy agreement.

10. LIABILITY: This occupancy rule is made on the express condition that Christmas Lake Village shall be free from all liability and claims for injuries to any persons, including Member or any property of any kind whatever and to whomever belonging, including Member. Member hereby agrees to save and hold Christmas Lake Village harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.

11. ACCESS: Member shall only have daylight access due to limited lighting.

12. OFFICE HOURS: Christmas Lake Properties office is open Monday to Friday, 8AM to 4:30 PM, (subject to change for holidays and emergencies).

13. Member acknowledges that they have received a copy of this occupancy agreement.

**AGREEMENT DATED:** \_\_\_\_\_

**MEMBER:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

**WHAT ARE YOU STORING IN YOUR AREA?**

**\*\*VEHICLE DATA OUTSIDE STORAGE\*\***

1) Vehicle: Car \_\_\_\_\_ Boat \_\_\_\_\_ Trailer \_\_\_\_\_  
Truck \_\_\_\_\_ Bus \_\_\_\_\_ Other \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Reg# \_\_\_\_\_ Plate: \_\_\_\_\_