

Fisherman's Quay, LLC

STORAGE & MOORAGE LEASE POLICY HANDBOOK

(Revised September 2023)

The Fisherman's Quay is in business to provide safe, functional, waterfront-oriented storage, moorage, lodging and commercial workspace to valued customers.

Office Hours: As posted or by appointment

Facility: 24/7 access via door code.

Management:

Jake Sturrock Resident Manager
907-747-8344
Fishermansquay@gmail.com

Brooke Schafer Office Manager
907-747-8344
FishQuayoffice@gmail.com

Kris Calvin General Manager
541-408-5949
ewfqmgt@gmail.com

Accounts Receivable/Payable – FishQuay1@gmail.com

Rent Payments: Rents are due on the **FIRST DAY** of each billing period. Billing periods include monthly, quarterly (July 1, Oct 1, Jan 1, April 1) or annually (July 1). Monthly payments are allowed only if you setup recurring payment Bill Pay through your bank. See Bill Pay addendum. Invoices are sent via email only for quarterly and annual billing periods—NOT MONTHLY! Rent received 10 days after the due date will be assessed a \$20 per month late payment fee. The FQ does not accept credit or debit cards. _____(initials)

Termination of Lease: Following successful tenancy of first quarter (3 month) term, either party may request the termination of this agreement via A WRITTEN (verified email) 30-DAY NOTICE-TO-TERMINATE. If no 30-day verified email notice has been given, you will be billed for an additional 30 days from the time of move out. A verified email is one in which Fisherman's Quay LLC has responded and tenant can show proof of response. With a 30-day verified termination notice, all unapplied prepaid rent will be refunded, subject to other provisions in this policy handbook. Upon move-out, please email notice of actual vacancy date. _____(initials)

Changes in Rent: Unless otherwise specified in a unique lease, the FQ operates on annual lease cycle beginning July 1st of each year. Rents are adjusted each year to reflect operational costs, inflation, and market conditions. This provision does not impact the FQ's right to terminate a lease with or without cause, subject to a 30-day Notice of Termination. _____(initials)

Eviction Fees and Procedures: Upon determination that eviction is required, the FQ will assess a \$50 eviction processing fee. FQ will provide legal notice of eviction and require that tenant remove storage contents immediately. After 30 days from date of posting eviction notice, during which rent will continue to accrue, contents **will be considered abandoned** and will be disposed of with all disposal costs incurred including labor at \$40 per hour added to account, which will then be turned over to Northern Credit for collection. This is a contractual provision that may be more restrictive than state storage lien statutes. Do not rent from the Fisherman's Quay LLC if you do not understand and agree to this contractual provision! _____(initials)

No Smoking: Smoking is not permitted in, on or around any FQ buildings, open dock, or marina floats. Fisherman's Quay management strictly enforces zero tolerance for violators. No cigarette butts or trash shall be disposed of in the water, on the dock or floats. The Fisherman's Quay is a dry wooden structure. The importance of our No Smoking policy cannot be overemphasized. _____(initials)

Short Term Tenancy: Unless otherwise arranged, storage units **occupied less than 1 year will be charged a short-term fee of \$100**. Unless otherwise arranged, moorage stalls occupied less than 1 year will be charged a short-term fee of 1 month rent. _____(initials)

Tenant Liability: Tenants are liable for damage they cause or is caused by their associates, including vendors, to FQ property or equipment. As tenant of record, you will be responsible for the time and materials necessary to repair any damage you, or other individuals associated with your tenancy, cause accidentally or otherwise. _____(initials)

Insurance/ Protection: The Fisherman's Quay, LLC does not warrant the security of personal property or provide insurance coverage for moored vessels, parked vehicles, or stored items. You are advised to purchase your own coverage for loss or damage. _____(initials)

Electrical Use: Due to fire hazard and escalating costs of electricity, the FQ does not provide electrical outlets in storage units. Tampering with a capped off electrical box, installing a plug adapter in a light socket and/or use of FQ electricity without manager's approval will result in immediate eviction. _____(initials)

Storage Unit Privacy: It is the FQ's policy to respect your privacy regarding stored items. However, due to safety concerns, sprinkler regulations or construction projects underway, there may be situations that require access to a storage unit. Except in cases of emergency, FQ personnel will make every reasonable effort to notify you about the need to access your unit. If we are still unable to reach you, FQ staff may enter unit and move stored items as the situation warrants. _____(initials)

Policy Updates: Moorage and storage policy updates are made at least once each year and sent out via email to all tenants to coincide with annual rate adjustments effective July 1. Tenant's decision to continue renting from the Fisherman's Quay is by default, acceptance of all policy updates. Hard copies of current policy handbook is available at the FQ office.

Dogs & other Animals: Dogs and other animals are allowed on the facility only for transportation to or from a boat or locker. Animals shall remain under control, and by your side, at all times. Pet waste is **your** responsibility.

Load/Unload Moorage Zone: Unless otherwise reserved or occupied by a moorage customer, ONE HOUR moorage for loading and unloading is available at the N.W. corner of the main dock for storage tenants and customers of commercial tenants doing business at the FQ. This courtesy is extended ONLY while you are doing business at the FQ. Leaving your vessel at the FQ while shopping off-site is **not** permitted. Additional loading time may be arranged, but ONLY if made in ADVANCE with Site Managers.

Garbage Disposal: The Fisherman's Quay does not have capacity for bulk disposal of your garbage or storage unit contents. Exorbitant fees will be charged if you bulk dump your junk at the FQ.

Forklift & Hoist Services: Forklift and hoist services are available FREE OF CHARGE on a limited basis to FQ tenants. The forklift and hoist shall be operated by FQ personnel ONLY. Additional time beyond 10-minute service will be billed to the tenant at \$30.00 per half hour (minimum). Contact FQ personnel to make arrangements.

Locker Inspections: You will be notified of periodic locker mandatory inspections to ensure compliance with fire safety regulations. FQ management reserves the right to secure the locker if reasonable inspection arrangements are not successful.

Storage Unit Use: Storage units are to be used only for storage of non-combustible, non-hazardous items. Please notify management if you need to use your storage unit as a temporary workspace and we can provide you with extension cords for power from outside outlets. You may affix semi-permanent shelves or platforms in your locker with approval from FQ staff. Please submit a brief written description and/or sketch. Include your name, phone number and locker number.

Policies Unique to Moorage:

Hot Berthing: The FQ has the option to utilize and occupy any contracted moorage space that is temporarily vacated by the contract tenant's vessel of record, without offsetting credit to tenant's account.

Subleasing: Tenants must apply to FQ management in advance of subleasing any contracted moorage. Permission to sublease will not be unreasonably withheld.

Live Aboards: A live aboard fee of \$50 per week or \$150 per month will be assessed on moorage tenants and/or boat sitters for overnight occupancy periods exceeding two weeks. Amenities included with live aboard status are parking, bathroom, shower, water, garbage and

laundry facilities. Live aboard arrangements must be approved by FQ management, and all payment transactions for fees owed to the FQ, including power, will be between the tenant of record and FQ.

Electricity: Electricity is metered and charged back to tenant using an average rate cost recovery plan based on historical consumption data. See addendum for details.

The intent of the ground rules set forth above is to maintain harmony between all tenants and patrons of FQ merchants, and to ensure the safety and cleanliness of the facility for all. Repeat violations of any one of these operational ground rules will result in a termination of your lease privilege.

Thank you for your understanding of our ground rules. We look forward to serving you!

The Fisherman's Quay LLC Management Team

Signature: _____

Print name: _____

Date: _____