

# THE VILLAGES AT LYNX CREEK OWNERS' ASSOCIATION RV STORAGE LOT AGREEMENT

Revised 2-10-2023

The RV storage lots located on The Villages of Lynx Creek property, are for the express use of those individuals approved by The Villages of Lynx Creek Owner's Association, (Association).

All Rules and Regulations of the storage area must be followed. Lessee acknowledges rules governing rental have been presented to them or they have full knowledge of them at the time of the space rental(s).

The Association expressly does not guarantee the security and safety of the lessee or their assign regarding the use of the storage lot(s). By signing this agreement, lessee indemnifies The Villages at Lynx Creek, Director(s), Manager(s), Member(s) or designee of the Association against any and all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs which may arise from the use of The Villages of Lynx Creek RV storage area(s).

The lessee hereby agrees to hold harmless any Director(s), Manager(s), Member(s) or designee of the Association and the Association as a whole; regarding theft, injury and other loss when using or storing items in the lot(s).

The lessee agrees that only qualifying self-contained RVs defined as a motorhome, travel trailer, pick-up-camper or van conversion (which contains permanent cooking and sleeping accommodations) will be placed in assigned storage. **Motorhomes or Travel Trailers have priority.** Boats, utility trailers, flat bed trailers, golf cart trailers, etc., are also acceptable if approved by Association. A car dolly or a dedicated tow vehicle may be stored with its RV if it fits in the assigned space. Automobiles will be allowed to be stored if space is available and in specifically allocated spaces.

The lessee agrees that no storage is allowed in the area except the registered vehicle(s) on the agreement. Storage of trash, cans, combustible items or otherwise unsightly and unsafe items are in violation of this agreement. .

The lessee agrees that the designated unit placed in the lot must be titled in the owner's name, duly licensed and insured, be of an operational mode, and be street legal or otherwise in functional shape and condition. The Association reserves the right to determine if a vehicle does not meet these criteria.

The lessee agrees that stored vehicle may not be used as an overnight, temporary or permanent residence while in storage on the Association's property.

Lessee needs to provide the following information to be in good standing with this agreement: This paperwork must be completed and returned to the Villages office prior to move-in.

- a. Proof of current registration of the vehicle being stored (if applicable)
- b. Proof of current insurance for said vehicle
- c. Driver's license
- d. Photo of item(s) stored

Lessee is responsible to make sure documents are kept current and will provide the most current document on a timely basis to the main office of The Villages of Lynx Creek. A copy of these documents will be retained with the yearly executed rental agreement.

The lessee agrees that there will be no sub-let of the lot space at any time. When a lease is terminated, the rented storage space reverts to the Association for reassignment.

The Association may, from time to time, reassign spaces to provide for the most efficient use of the storage area. Failure to comply with such requested reassignment may result in the loss of your rented space.

When maintenance is required in the storage area, and time is available., the Association will give lessee 30 days' notice to move their stored vehicle and a location in which to store it until such maintenance work is completed. Stored vehicle must be placed back in to rented storage space by lessee within 72 hours of completed maintenance project if stored on Common Area Parking.

The lessee agrees that the fee for storage is \$420 for a 12-month rental (\$35.00 per month). The Lessee agrees that the for a six-month storage, beginning in April through October or October through April is \$240.00 (40.00 per month) Fee must be paid in advance. If lessee no longer requires the space prior to the end of the agreement and wishes a refund, the monthly charge reverts to \$50.00 per month for the months occupied, and the balance will be refunded upon vacating the space. (As an example: Lessee signed a contract for 1 year and paid the annual fee of \$420.00. Lessee decides to terminate after 4 months. Lessee will be charge 50.00 per month for four months totaling \$200.00, then will be refunded \$220.00), Lessee will need to visit the Village's office 30 days prior to the end of the agreement to pay for a new 12-month period at the rate decided upon by the Association at that time. For those desiring a month-to-month rental, the fee is \$50.00 and must be paid in advance. 30 days written notice must be received by the Association prior to move out. Late fees of \$25.00 per month will be accrued on month-to-month storage and the rental agreement will be null and void if the rental amount and the late fees are not paid by the end of the month. Additionally, The Association reserves the right to tow the vehicle(s) or equipment or RV stored in the space at a cost to the lessee.

If this agreement is canceled for any of the above reasons, fees incurred by the Association in enforcing renter's violations of this contract including clean-up of the lot space and any past due and late fees owed by the lessee will be due within 15 days of cancellation.

With a 30-day written notice, month to month lessee may cancel this agreement and receive a refund of all unused monthly rental fees, minus any of the fees incurred by the Association in enforcing renter's violations of this contract and any past due and late fees owed by the renter, will be issued within 15 days of cancellation. No pro-ration less than 30 days on any rental time period

The Association and lessee concur that this agreement can be terminated at any time by either party under the following circumstances:

- Nonpayment of storage fess after 30 days delinquency.
- Upon service of a Notice of Violation, Management may, at their discretion, cancel this contract effective immediately if it is found that storage of unsafe items or non-qualifying or non-qualifying vehicles is occurring. The Association may determine if the vehicle/item being stored should be towed away, at the owner's expense.
- If a Notice of Violation is served, giving specific time frames and a remedy from renter does not occur.

With my signature below, I acknowledge that I have read this agreement and understand it fully. I understand the provisions of the contract and agree to abide by them.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Coordinator

Village Resident Lot #: \_\_\_\_\_

Storage Lot #: \_\_\_\_\_

Year / Length / Model / Type / Length of Vehicle: \_\_\_\_\_

Driver's License Number / State / Expiration: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Rental Coverage Dates: \_\_\_\_\_

Revised 10/11/2022