

SANDY PINES PRESERVE R.V. & BOAT RENTAL AGREEMENT

This rental agreement made ____/____/____ by and between Sandy Pines Preserve Homeowners Association, herein called "Owner", and _____ hereinafter called "Tenant" whose address is _____.

This space is reserved for RV, trailer, boat, and motor vehicle storage only and are referred to as equipment. No, ladders, hoses, or any other material or property of any kind shall be placed in the assigned space. There shall be no storage of any flammable or combustible materials or liquids, except that vehicles, boats and other mechanical conveyances may be stored with fuel in the factory installed fuel tank. This is not a storage locker. No subletting

The rental agreement shall be on a month-to-month rental of **\$45.00** per month for 1 piece of equipment that fits totally within its assigned space, (an additional piece of equipment can be placed in that same assigned space if both can fit totally within the lines of the space for an additional **\$25.00** per month - **\$70.00** total for that space) for a minimum rental of **thirty (30) days**, payable **quarterly**, in advance, without notice, demand, or billing statement. Each subsequent payment will be due the 1st of each calendar quarter. Tenant agrees to pay a late fee of **\$25.00** when rental fee is received 15 days past the due date. A **\$25.00** charge will be made for each dishonored check. Tenant agrees to pay a fee of **\$100.00** for a lost key. The rental shall continue in effect from month to month until terminated by Tenant by surrendering their key, or by the Owner by thirty (30) day written notice. **Subletting is not permitted. Should the Landlord or Tenant terminate the lease, Tenant shall remain liable for the remaining monthly balance. Should Tenant remain after termination of the rental agreement, Tenant shall be responsible for double rent, pro-rated daily, for the days Tenant remains after termination.**

The monthly rent and late fees may be adjusted by Owner effective the month following written notice by Owner to Tenant at the last address provided by Tenant. Notice shall be given not less than thirty (30) days prior to the first day of the month for which the adjustment shall be effective. Owner reserves the right to relocate tenant to another comparable space.

SECURITY DEPOSIT: Owner acknowledges receiving from Tenant the sum of **\$150.00** paid as a security deposit, which shall be held by the Owner for the term of this rental. The deposit shall be refunded to Tenant, without interest, by check within fifteen (15) days after Tenant vacates the premises, provided premises is left clean and provided further that all sums due Owner for rent, late charges, damages, clean-up or all other charges have been paid in full and that proper termination notice has been given by Tenant to Owner and Tenant has returned his key for the premises. Tenant must not leave anything on premises.

RISK OF LOSS AND INSURANCE: All property stored on Owner's property by Tenant shall be at the Tenant's sole risk. Owner shall have no liability for damage or loss by theft, vandalism, fire, or water or any other cause whatsoever. Tenant acknowledges that the Owner does not provide insurance on Tenant's personal property and that Tenant is responsible for insuring all of his property stored on the Owner's property. Tenant shall hold harmless and indemnify the Owner for any injuries to any person, including the Tenant, and regardless of the cause, including the negligence of the Landlord, in or upon the rental premises, arising out of or in connection with this rental agreement.

STATUTORY/SPECIAL ASSESSMENT/LIEN: Tenant acknowledges that all property stored in the rental space will be subject to a statutory lien, pursuant to F.S. 83.08, in favor of Owner from the date the property is brought to the premises for unpaid rent and/or late fees or other charges and expenses reasonable incurred in the sale or disposition of such property, including towing, and that such property may be sold to satisfy such lien if rent or other charges due remain unpaid after **FOURTEEN (14) DAYS** notice to the Tenant. Landlord shall also have and is granted a possessory lien on the equipment

described herein and reserves the right to secure any equipment located on the premises which is subject to lien and Tenant agrees that the Landlord shall not be deemed to have committed theft of, appropriated or converted such property of the Tenant.

In addition, any delinquency in rental payments will be subject to a special assessment against the lot owned by the Tenant in Sandy Pines Preserve pursuant to Article V, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Sandy Pines Preserve Subdivision, as amended.

RV STORAGE USE RULES. In addition to any other provision in the governing documents and Rules (all of which are incorporated herein) the following regulations on the RV Storage Use apply:

- All equipment must be in working condition;

- No parking of any commercial equipment which is used in conjunction with a business or connected to a commercial vehicle. For purposes herein, A commercial vehicle is any vehicle, whether used for commercial purposes or not, which has a logo, writing, sign, or anything attached to any part of a vehicle or which is visible from the exterior of the vehicle which contains a business logos, advertisement, name, trademark or other symbol (hereafter "business mark") or containing or having located on or in such commercial vehicle other equipment used for or in furtherance of commercial or business activities ("business equipment"). Except for an RV, in the instance a vehicle does not contain any such business mark or business equipment, but is a vehicle which has a gross vehicle weight of 26,001 pounds or more, such vehicle is considered a commercial vehicle;

- All equipment must be currently registered and must have a current tag and insurance, if required by State law The Tenant shall submit proof of vehicle insurance, current registration and must submit proof of a current tag on the vehicle;

- All equipment must be in good condition and not is disrepair. For purposes herein, disrepair shall mean the equipment is missing parts or has damaged or marred parts on the equipment;

- All equipment must be owned by the Tenant;

- Tenant shall keep the RV parking spot clean and free of any debris;

- The Tenant shall keep the equipment shall be secured and locked to prevent theft and vandalism;

- Each Tenant hereby consents to a reasonable exterior inspection of the condition of the equipment, a determination of current tagging of the vehicle, and a determination that the vehicle is in working condition. Prior to any such determination, the Board shall give the owner no less than 5 days advanced notice of such inspection. The Tenant may accompany the designated board member and shall assist in the inspection by showing proof of current tags, registration and insurance that the equipment is in working condition and is in good condition.

- Tenants may cover equipment with a commercial grade cover specifically designed for use as a cover for the specific equipment proposed to be covered. Tarps may be used and must be made of plastic or canvas. Any tarp or cover which shall become torn or damaged must be replaced with a tarp that does not have any tears or rips. Tarps and covers shall be secured with straps, ropes or cords so that it does not blow off the vehicle. The use of anything other than straps, ropes or cords to secure such tarp are prohibited. The use of blankets, sheets, comforters, or other cloth like products are forbidden.

DEFAULT AND OWNER'S REMEDIES: Failure of the Tenant to timely pay rent or other charges, to timely perform any of the obligations or terms of this Rental Agreement or the terms of the governing documents of the Association, including any adopted Rules, shall place Tenant in immediate default and Owner may proceed to do any or all of the following: a) Deny Tenant access to the personal property

located in the storage area after **FIFTEEN DAYS** from the date the rent is due, without notice; b) Terminate Tenant's right of possession of the storage space by any lawful means; and/or c) Enforce and satisfy Owner's lien as provided by Florida law. Owner reserves the right not to rent any storage spaces to any party.

TENANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING RENTAL AGREEMENT AND ALL PROVISIONS OF THIS AGREEMENT AND AGREES TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN, BY HIS/HER SIGNATURE, TENANT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A FULLY EXECUTED COPY OF THIS RENTAL AGREEMENT.

IN WITNESS WHEREOF, this Rental Agreement has been executed on the date first above written.

Sandy Pines Preserve HOA:

By: _____

By: _____ (Tenant Signature)

_____(Tenant)

Print Name

Street Address

City _____ State _____ Zip _____

Phone # () - Alternate Phone # () -

Email Address _____

Phases 1&2 ☐ Phases 3&4 ☐ Courtyards ☐ Bermuda Walk ☐

Description:

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1st Equipment /length ft.

2nd Equipment (if applicable) _____ /length _____ ft.

1 st Registration Plate	State
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2nd Registration Plate _____ State _____ (if applicable)

Space Number (s) / Key Number (s) /

Rental: Start Date____/____/____

☐ Copy of Drivers License

☐ Copy of Equipment Registration

☐ Copy of 2nd Equipment Registration(if applicable)