

PINEGLEN HOMEOWNERS ASSOCIATION
STORAGE FACILITY AGREEMENT

Homeowner Name(s): _____

Address (Pineglen): _____

Mailing Address: _____

Contact Phone Number: _____

Stored Vehicle Description (including type, make, model, color, etc. _____

Stored Vehicle License Plate Number (must have current registration): _____

Parties to this agreement are referred to herein as "homeowners" indicating the property owner or agents, and "association" in the Pineglen Homeowners Association or agents. This agreement allows homeowner, at their own bodily risk, to enter the storage premises and use the provided space for vehicle storage. This agreement limits association liability. READ IT. The association does not guard or assume care, custody or control of your property beyond what is stated, and is not responsible for fire, theft, damages, or loss. The homeowner and association hereby agree to storage facility use on the terms and conditions specified below:

1. **KEY DEPOSIT:** Homeowners shall not duplicate or loan key to anyone not named in this agreement. Homeowner agrees to pay a ten-dollar (\$10.00) key deposit. If homeowner loses key, another deposit will be required. Upon termination of this agreement by either party, the ten-dollar deposit will be reimbursed to the homeowner only upon return of the key to the association. The storage facility shall remain locked at all times when unoccupied. INITIAL _____

2. **USE OF PREMISES:** The space is provided for the storage of recreational vehicles only, and shall not be used for any unlawful purpose, residential purposes, or to store live animals, highly flammable materials, explosives, hazardous materials or unhealthful substances of any kind. Vehicles stored in the space provided shall be at the approval of the association. Stored vehicle and space shall be made secure and without risk to others using the facility. Vehicle shall be mobile, and of recreational use type, such as motor homes, travel trailers and boats, which shall be stored on a trailer. Motor homes shall be stored with slide-outs closed ("in" position), and shall not be more than thirty five (35) feet in total length and not more than ten (10) feet in total width. Homeowners may not block another homeowner's space. If any space is being blocked, the homeowner blocking the space must move or reposition their vehicle immediately. If they do not comply, the association has the right to move said vehicle or have it towed at the homeowner's expense. Homeowner grants to the association permission to enter the space at any time for the purpose of inspecting, repairing and maintaining the space. The association will, at its sole discretion, assign or re-assign designated spaces to homeowners as necessary for the greater good of the operation of the storage facility. The homeowner shall not make any alternations or modifications to the space. The homeowner shall not store any property on the space that is not owned and licensed with current registration in homeowner's name. No property shall be stored

for any person who is not a resident owner and member in good standing of the association, with dues paid to current date. Vehicles not matching the description given by the homeowner on this agreement may be towed away or disposed of at homeowner's expense. INITIAL_____

3. **HOMEOWNER RESPONSIBILITIES:** This is a storage space agreement. Homeowner acknowledges and understands that no bailment, transfer or security is created by this agreement, and that the association is not engaged in the business of storing property for hire nor is in the warehousing business. The association is making storage space available for the convenience of the homeowner members of the Pineglen Homeowners Association. The designated storage space is assigned to, and under the exclusive control of the homeowner, and the Association does not take custody, control, possession or dominion over the vehicle being stored on the space provided, and does not agree to provide protection for said vehicle or its contents. All property is stored at the homeowner's own risk. Any insurance protecting the homeowner, agents, or stored property against personal injury, liability, fire, theft, damage or other casualty must be provided by the homeowner. The association will not be responsible or otherwise liable, directly or indirectly, for the loss or damage to stored property of the homeowner due to any cause, including but not limited to fire, explosion, theft, vandalism, wind or water damage, any defect whether known or subsequently created or discovered on the space, or acts or omission of any third party regardless of whether such loss or damage may be caused or contributed to by the negligence of the association, its' agents or employees. The association will not be responsible or otherwise liable, directly or in-directly, for the personal injury, liability damages, acts or omission of any homeowner or his representatives or any other third party or parties. Homeowner hereby agrees to indemnify and hold harmless the Pineglen Homeowners Association and its representatives, from any and all such claims. INITIAL_____
4. **SECURITY OF FACILITY:** Homeowner agrees to be solely responsible for securing the provided locks or any other security devices for the safeguarding of the stored properties within the storage facility. Homeowner will not voluntarily surrender assigned space to a person that is not listed on this agreement. Homeowner acknowledges and understands that they cannot secure the facility gates with any other lock or devise other than the ones provided by the association INITIAL_____
5. **ABANDONMENT OF SPACE:** Homeowner shall not abandon personal property stored on assigned space such as appliances, yard supplies, tools, etc. The storage facility is not an RV graveyard; hence, spaces shall not be used for "dead" storage. The association reserves the right to make annual contact with the homeowner to confirm continued use of assigned space. If it has been conclusively presumed that the homeowner has abandoned vehicle and/or the space assigned, homeowner agrees that the association may enter and terminate the occupancy and dispose of all property left on the space at homeowner's expense in accordance with applicable law. Only one space is allowed for each property owned. If the homeowner's space has not been occupied for a period of twelve (12) consecutive months, the space will be forfeited by that owner and will be reassigned to another owner. INITIAL_____
6. **TERMINATION OF THIS AGREEMENT:** This agreement may be terminated by either party by giving ten days (10) written notice to the other. As a condition for such termination, homeowner agrees to vacate the space, leaving it in good condition as determined by the association or its representatives. INITIAL_____
7. **MISCELLANEOUS:** Homeowner may not assign this agreement, and may not lend or sublet any portion of the provided space. Homeowner waives any claims the attendant or homeowner's successors, heirs or assigns may have as a result of any action taken by the association to collect charges due under the terms of this agreement, and homeowner agrees to defend and hold association harmless from and against any claims by any other party injured, or having an

interest in property stored on the designated space. Homeowner will at all times keep the assigned space neat, clean and in a sanitary condition, and will return it to the association in the same condition as when received by the homeowner. Permission from the association must be given to any homeowner prior to use of the 120 VAC from the outlets mounted on the side of the clubhouse. Any notice required to be given under this agreement must be in writing either to an agent of the association or the homeowner. The captions and format of this agreement are for convenience only and in no way affect the construction of the terms of this agreement.

INITIAL_____

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE HOMEOWNER AND THE PINEGLEN HOMEOWNERS ASSOCIATION. BY THE SIGNATURES ENTERED BELOW, HOMEOWNER UNDERSTANDS THIS AGREEMENT, AND HAS RECEIVED A COPY OF THIS AGREEMENT ON THE DATED EXECUTED.

HOMEOWNER SIGNATURE(s) _____

ASSOCIATION REPRESENTATIVE: _____

FOR OFFICE USE ONLY

Space Number _____ KEY NUMBER _____

DATE ISSUED _____ RETURNED _____

CASH _____ CHECK # _____

ANNUAL CONFIRMATION
