Decal # (Office Use Only)_____

WHITE GABLES
BOAT and RV STORAGE FACILITY LEASE

Property Owner:_____ Date:_____

Property Address: _____

Phone (Home): _____ (Work): _____ E-Mail:_____

Type of Property being stored: Boat _____ Camper _____ Trailer _____ Other_____

Registration #/ License # _____ Expiration date: _____

Length & Width: _____

Detailed Property Description (Make, Model #, Color) Please be specific: _____

_____

A PHOTOGRAPH OF THE BOAT AND/OR RV MUST BE PROVIDED WITH THIS APPLICATION.

Fee: $25.00 Key Deposit Check Number: _____

Fee: _____ Check Number: _____

This is a Lease for the White Gables Homeowners Association (WGHOA) Storage Facility (the Storage Facility) between the WGHOA and Property Owner (Tenant).

1. **Lease Term.** This Lease is from January 1, 2020 until December 31, 2020. Lease payments are due annually and members must be in good standing with the association to renew lease.

2. **Rent.** Rent for the initial Lease Term is **$300.00** to be paid in full. Rent for subsequent years will be determined on an annual basis by the WGHOA Board. Rent for the space is refundable on a pro-rated basis calculated on the 1st day of the month following the date of termination, removal of property from the Storage Facility **AND** return of gate key.

3. **Key Deposit.** There will be a fee of **$25.00** for the key deposit. Deposits are refundable within thirty days of surrender of your space and return of the gate key.

4. **Loss of Key/Replacement of Key**: The renter shall immediately inform WGHOA that the key is missing.
   A replacement key will be issued to renters who have lost their original key and who are in compliance with this agreement and the policies and procedures of WGHOA. A new key will be provided when the renter pays WGHOA a replacement fee of **$25.00**.

5. **Violation of Procedures**: Renter agrees to be subject to the rules and procedures of WGHOA. A violation of any provision of this agreement shall put the renter in breach of contract, and WGHOA shall have the right to require the renter to remove his/her RV from the storage facility within 10 days or it may be removed by WGHOA at renter's expense.

6. **Indemnification:** Renter agrees to indemnify and hold the WGHOA harmless from any and all claims or demands whatsoever against WGHOA resulting from the unauthorized use of a renter's lost key.

7. **Attorney's Fees**: Renter agrees that, in the event that WGHOA should prevail in any legal action brought against the renter to enforce the terms of this agreement, renter will be assessed a reasonable amount of attorney's fees, costs, and any other relief which the Court deems appropriate.

8. **Exclusivity.** The Storage Facility is a WGHOA amenity available only to White Gables property owners. This Lease terminates when Tenant ceases to be a White Gables property owner. Any Pre-paid rent is refundable. Tenant may not sublease or assign his Lease to any third party.

9. **Insurance.** Any Personal Property stored in the Facility is stored at Tenant's risk. Insurance for any stored property is the sole responsibility of the Tenant. The WGHOA will not be responsible for damage or injury of any kind to Tenant or Tenant's personal property. Tenant agrees to pay for any damage caused by Tenant or his guests to the Storage Facility or property of any other Tenant stored at the Storage Facility.

10. **Rules.** Rules for the Storage Facility are attached to this Lease and made a part of it. From time to time the WGHOA may change or adopt additional rules regarding use, maintenance, and access to the Storage Facility. The WGHOA agrees to give Tenants thirty (30) days advance written notice of such changes to the rules and the Tenant agrees to abide by such changes.

11. **Default.** Tenant's failure to abide by the Terms of this Lease, including the attached Rules and changes to them, shall be a default by the Tenant. If a default occurs, the WGHOA shall give written notice to the Tenant (by certified mail at the Tenant's address listed above) and if the Tenant does not cure the default within ten (10) days of receiving such notice, the WGHOA may cancel this Lease and remove the Tenant's Property from the Storage Facility, all at the Tenant's expense.

12. **Renter's Rules and Responsibilities**:

    a. Renter understands that failure to follow all provisions of this rental agreement shall put renter in breach of contract and result in the loss of WGHOA storage facility privileges and WGHOA shall have the right to take action pursuant to paragraph 5 above.

    b. Renter agrees to pay the annual rental payment for his/her slot, in full, by **January 15th**. If payment is not received by January 15th, the renter shall be in breach of this agreement and WGHOA shall have the right to take action pursuant to paragraph 5 above.

    c. Proof of RV ownership will be required at time of initial contract submittal and at the times of yearly renewal before a slot can be assigned. Registration must be in the renter's name and they must reside at an address within White Gables.

    d. The RV parked in its assigned slot in the storage facility shall be operable and kept in a clean orderly manner. Slot holders are required to check their property regularly (every 30-60 days) to ensure the RV and the slot is clean. All RVs and covers must be trash free and in good repair. If it is determined by the Amenities committee or WGHOA Board of Directors that the renter's equipment is not up to these standards, he/she will be required to comply or be considered in breach of contract and WGHOA shall have the right to take action pursuant to paragraph 5 above.

    e. RVs shall be parked only in their assigned slots. If someone else's RV is parked in your slot, please contact WGHOA's Property Manager, Community Management Group, as soon as possible at 843-795-8484. The number on a sticker affixed to an RV that is parked in the facility shall be visible at all times and match the number of the slot in which it is parked.

    f. A current year sticker is provided annually by WGHOA and shall be affixed to a prominent, highly-visible location on the renter's RV no later than February 1st of each year. Decals will be required for all items parked in a slot and they must be affixed so that they are in clear view. Failure to abide by this rule would result in a breach of contract, and WGHOA shall have the right to take action pursuant to paragraph 5 above.

    g. Each RV and any unregistered trailer shall fit completely within a slot.

    h. The facility is for the use of RVs registered to WGHOA homeowners that reside in White Gables. Only one slot per homeowner is authorized regardless of the number of properties owned in WG. No other RV(s) may be parked in a renter's slot in the facility.

    i. Slots will be assigned on a first come, first serve basis. A waiting list shall be instituted should lot reach capacity. Homeowners will also be assigned to the list on a first come, first serve basis.

    j. Control of the facility is enforced through the WGHOA Board of Directors. WGHOA reserves the right to deny any request for an RV storage slot and to terminate any existing lease at any time. The Board reserves the right for final approval for requests for slot assignments and reserves the right to reassign slots at any time. WGHOA may request that renters remove RVs from the storage lot for a reasonable amount time for periodic maintenance or for other reasons. Parking of RVs within the White Gables housing areas shall be authorized during such times.

    k. WGHOA is not responsible for property or accidents that may occur in the RV storage facility.

    l. Storage of materials under and or around any slot is prohibited with the exception of one pad (wood, plastic, or cement) for each wheel and/or jack stand. Littering is prohibited.

    m. Sub-leasing an assigned RV storage facility slot is prohibited.

n. Renters must be paid up-to-date on association assessments (or be on a payment plan) and not owe any fine(s) resulting from violation of White Gables covenants that are not being appealed. Should the renter not meet these requirements, their contract will be terminated.

o. Renter is not to change the surface of their assigned slot.

p. Should a renter lose a key or encounter other circumstances that require them to solicit the services of WGHOA or the management company to gain access to the RV storage facility, the renter shall be charged a fee of $50.00.

q. Please be respectful to the office staff as they have no control over policies and procedures. Failure to comply may result in cancellation of contract and loss of slot.

13. This Agreement supersedes any and all other agreements, either oral or in writing

I/WE UNDERSTAND THE RV LOT IS FOR RECREATIONAL RVS ONLY AND NOT FOR ANY COMMERICIAL OR BUSINESS EQUIPMENT AND THIS CONTRACT WILL TERMINATE IMMEDIATELY IF IT IS DEEMED COMMERCIAL BY THE AMENITIES COMMITEE or WGHOA BOARD.

I understand that this is an annual contract, and it can be terminated by either party provided written 30 day notice. Renter will receive a refund for any remaining time should their contract be terminated by either them or by WGHOA. If a renter violates any provision of this agreement or WGHOA terminates this agreement pursuant to any of the above provisions, the renter must remove the RV within 10 days or it will be removed at renter's expense pursuant to paragraph 5 above.

_____ _____

Tenant

Management Company
On behalf of the White Gables Homeowner's Association

_____ _____

Date

Date