

Agreement for Rental of Storage Facility

This Agreement is made effective as of _____, by and between _____ of _____ (hereinafter referred to as "Owner"), and Hidden Hills Country Club Estates Homeowners Association, Inc. of 79 Masters Drive, St. Augustine, FL 32084 (hereinafter referred to as "Association").

For the purposes of this Agreement, the term "recreational vehicle" shall be used to describe boat trailers (with or without boat); motor homes; utility or other type of storage trailers; and other vehicles as deemed appropriate by the Association (hereinafter referred to as "Vehicle").

1. Description of Services. Beginning on _____, the Association will provide to Owner the following service:

Use of recreational vehicle storage space located at 2914 Southern Hills Circle West, Jacksonville, FL 32225. Storage Slip # _____.

The vehicle is identified as: _____

The vehicle is registered to: _____

(PLEASE ATTACH A COPY OF THE CURRENT REGISTRATION. VEHICLES NOT REGISTERED TO A HIDDEN HILLS ADDRESS WILL NOT BE PERMITTED.)

2. Payment for Services. The Owner will pay to the Association in accordance with the following schedule:

- a. One-time, non-refundable registration fee in the amount of \$35.00.
- b. For vehicles less than 25 feet in length, \$25.00 per month.
- c. For vehicles 25 feet in length or longer, \$35.00 per month.

Vehicles over 40 feet in length are prohibited.

The registration fee shall be payable upon submittal of this Agreement. Storage fees shall be payable in advance, and billed quarterly with Association fees.

For the purposes of this Agreement, the length of boats and trailers shall be determined by measuring from the tongue of the trailer to the end of the outboard motor.

3. Term. This Agreement shall remain in effect for a period of one year. Notwithstanding, the Owner's rights to the property shall terminate upon the sale of the Owner's residence at Hidden Hills Country Club Estates.

In the event the Owner fails to remove the vehicle from the storage facility upon the termination of this Agreement or sale of his residence, Owner agrees to pay upon demand ten and no/100 (\$10.00) per day penalty storage fee.

4. Liability for Injury or Damage. The parties hereto agree that the Association makes the space available to owner "as is" without any representations or warranties as to safety or security of the space or the entire storage area. Owner accepts the space from Association at its own risk acknowledging that there are other users of the storage facility. Association will use its best efforts to keep the fence, gate and space in good repair but is not responsible for loss or damage to Owner's vehicle, or the contents thereof, resulting from acts of vandalism, God, the actions of other "owners" storing vehicles or any other cause including Association's maintenance of the gate, fence and space.

Access to the space is provided by the Association by making a key to the gate available at Association's guard house. Under no circumstances is owner to make a duplicate copy of the key and to do so will be grounds for immediate cancellation of this agreement. Association does not guarantee key availability at all times as other users may have checked out the key(s). Owner agrees to make every effort to return the key as promptly as possible after pick up and no later than one (1) hour from the time of receipt, in order to avoid inconveniencing other users. Repeated key return violations may result in the cancellation of this agreement

5. Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fourteen days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

6. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

7. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

8. Amendment. This Agreement may be modified or amended in writing if the writing is signed by both parties hereto.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. Notice. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

11. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Owner:

By: _____

Date: _____

Association:

Hidden Hills Country Club Estates
Homeowners Association, Inc.

By: _____

Date: _____