

## STORAGE LEASE AGREEMENT

THIS LEASE is made this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, between RIVER WILDERNESS OF BRADENTON FOUNDATION, INC., a not-for-profit corporation having its office at 2477 Stickney Point Rd., Suite 118A, Sarasota FL hereinafter referred to as the "Association" or "Lessor", and \_\_\_\_\_ hereinafter referred to as the "Lessee", who resides at \_\_\_\_\_ in River Wilderness.

### WITNESSETH

The Association hereby makes available to Lessee and the Lessee accepts from the Association certain storage space described as Storage Space No. \_\_\_\_\_ to be used only for the parking and storage of one (1) of the following; a boat with a trailer, motor home or a recreational vehicle, subject to the following terms and conditions. For purposes of this Agreement, the term "Vehicle" shall be deemed to include recreational vehicles, boats with trailers, and other permitted vehicles, if any. The term Storage Area shall include Storage Space No. \_\_\_\_\_ and the area surrounding it identified by the Association as the Boat/RV Storage Area. Lessee shall store the following described property within Storage Space No. \_\_\_\_\_.

1. Term. The term of this Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. At the end of the initial term, the Lease shall be automatically renewed (hereafter the "renewal term") for successive twelve (12) month periods unless terminated as provided herein. The Association may terminate this Lease at any time, with or without cause, by giving not less than seven (7) days prior written notice to the Lessee; the Lessee may terminate this Lease, with or without cause, by giving not less than seven (7) days written notice to the Association. Notwithstanding the foregoing, this Lease shall, at the discretion of the Board of Directors, terminate automatically, without notice, should any of the following events occur: the Lessee no longer owns property within River Wilderness, or should Lessee become more than thirty (30) days delinquent in the payment of any assessment; or should Lessee fail to pay rent pursuant to this Agreement; or should the Lessee violate any provisions of this Lease Agreement or any Rules that may be promulgated by the Association pertaining to the Storage Area; or should the Lessee misuse or cause damage to a storage space. Upon termination of this Lease for any reason, all rights granted by this-Lease shall expire and revert to Association.

2. Rent. Rental amount for the entire lease term is \$\_\_\_\_\_, which includes all applicable taxes and fees, payable upon execution of the Lease **and is non-refundable.** Renewal for the following year will be at the HOA Board established rate, and shall be payable in full within five (5) business days of the start of any renewal term. Lessee shall make payment at the offices of the Association's Management Company. Payment shall be sent to Argus Property Management, Inc., 2477 Stickney Point Rd., Suite 118A, Sarasota FL 34231. Certain obligations of Lessees, set forth

herein, may be performed by the Association, in which event the reimbursement obligation shall become "Additional Rent" and shall be due and payable within ten (10) days of written demand.

3. Late Charges; Removal of Property. If any amount under the Lease or renewal term is not paid when due, Lessor may charge Lessee a late fee of \$10.00 per day for each day the rent or other charges remain unpaid, up to a total of ten (10) days. If such charges remain unpaid for ten (10) days, then on the 11th day Lessor may consider the Lease terminated and shall notify Lessee in writing ("termination notice") to immediately remove all of Lessee's property from the Storage Space and/or Storage Area. If Lessee fails to remove his/her property within three (3) business days of the date specified in Lessor's termination notice, then Lessor may remove such property from the Storage Space/Storage Area and have the same delivered to an outside storage facility. If this becomes necessary, Lessee will be responsible for all fees and costs incurred by Lessor and such amounts, if unpaid, shall become a lien against Lessee's property that may be foreclosed upon in the same manner as unpaid assessments as described in the Association's governing documents.

4. Insufficient Funds. Lessee agrees to pay the charge of \$25.00 for each check given by Lessee to Association that is returned to Association for lack of sufficient funds.

5. Code. Lessee shall be given a numeric code for access to the leased premises. This access code may be deactivated should Lessee fail to pay rent on a timely basis.

6. Use of Premises. Lessee shall use the premises exclusively for the storage of Lessee's vehicle/boat/trailer. Lessee understands that the use of electricity for refrigerators, freezers or other appliances is not permitted. Lessee shall not use the premises for any illegal or otherwise prohibited activities.

7. Hazardous or Illegal Materials. Lessee shall not keep, have on or dispose of any item defined as a hazardous substance by any Governmental Agency, including but not limited to, oil, coolant, or any substance that could adversely affect the safety of the public. Vehicles may be stored with the amount of fuel designated by the vehicle manufacturer. Lessee shall not keep or have on or around the premises any illegal items, materials or substances.

8. Security and Responsibility for Loss. Lessee understands that Association does not provide any security alarm system or other security for the leased premises. Lessee's possessions will occupy the premises entirely at the risk of the Lessee. Lessee releases Association from any loss, damage, claim or injury resulting from any casualty. Association is not responsible for carrying any insurance covering Lessee's possessions. Lessee will at his own expense, obtain insurance for the property stored at the premises.

9. Responsibility of Lessee. Lessee shall make no improvements, alterations or additions to the Storage Space or Storage Area without the prior written consent of the Association through the Board, or its designated agent. The Lessee shall maintain any permitted Vehicle parked therein in an operable and presentable condition. The Lessee may not use any other space unless specifically designated herein or in a separate lease agreement. If Lessee fails to remove the Vehicle(s) from the Storage Space and Storage Area after termination of this Lease, or in the event Lessee fails to pay rent within thirty (30) days of the due date, the Association may have the Vehicle towed and stored off-site and the lessee hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of said Vehicle. Lessee shall exercise due care in the use of the Storage Space and Storage Area, and agrees to vacate the same in good condition, ordinary wear and tear excepted. Lessee shall be responsible to make repairs or to reimburse the

Association for the expenses of repairing any damage done to the Storage Space or Storage Area or its structure, due to the negligence of the Lessee or guests in the operation of said Vehicle and the use of the Storage Space. To the extent Lessee fails to reimburse the Association for any such expenses, said expenses shall constitute an assessment against the Lessee's parcel or unit that may be collected in the same manner as any other Association assessment.

10. Liability for Damage: Insurance. Lessee shall at all times during the term of this Lease maintain liability insurance protecting Lessee from damages resulting from personal injuries and property damages arising from the use of any Vehicle utilizing the Storage Space and shall provide written proof of such insurance to the Association upon request. To the extent not covered by insurance, Lessee hereby indemnifies and agrees to hold the Association, and its officers, agents, members and employees, harmless against all claims, actions, proceedings, damages and liability, including attorney's fees, arising from or connected with Lessee's possession and use of the Storage Space and his Vehicle. Lessee hereby agrees to assert no claim of coverage under any Insurance policy of the Association for claims arising out of such use. Association shall not be responsible for theft of the Vehicle or any personal property therein or a part thereof nor shall Association be responsible for any damage to the Vehicle.

11. Rules and Regulations. Lessee agrees to abide by all of the rules and regulations promulgated from time to time by the Association in regard to the Storage Area and storage spaces. Lessee acknowledges receipt of a copy of the rules and regulations, if any, in effect at the time of execution of this Lease.

12. Acceptance of Premises. Lessee acknowledges that it has inspected the Storage Space and satisfied itself that said space is adequate for parking of the Vehicle and accepts the parking space in its present condition.

13. Gender. Whenever referring to the Lessee, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.

14. Assignment. This Lease shall not be assigned or sub-leased by the Lessee, and shall not be considered as part of or appurtenant to any unit or Lot. The Storage Space may not be rented for other's use by the Lessee.

15. Deposit. There is no security deposit.

16. Attorney's Fees and Venue. Should litigation arise concerning the rights and responsibilities of the parties under this Lease, the prevailing party thereof shall be entitled to an award of reasonable attorney's fees and court costs, at both trial and appellate levels. Venue is identified as Manatee County, Florida.

17. Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns of the parties.

19. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

20. Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and emailed or mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following addresses:

If to Association:

River Wilderness of Bradenton  
Foundation, Inc.

Argus Property Management, Inc.

2477 Stickney Point Rd Suite 118,  
Sarasota FL 34231

rvlot@rwhoa.org

If to Lessee:

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21. Entire Agreement Modification. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement. This Agreement shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of the parties hereto.

22. Indemnity/Release of Lessor. Lessee hereby agrees to indemnify and hold Lessor harmless against all claims, and any costs (including attorney's fees and disbursements) which Lessor may incur arising from, related to, or in any way connected with the use or occupancy of the Storage Area and Storage Space, or the terms of this Lease, including any claims, damages, losses or occurrences resulting from the negligence of the Lessor.

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*Signature of Lessee*

RIVER WILDERNESS OF BRADENTON FOUNDATION INC.

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*Signature of Agent*