

Agreement for Boat and RV Lot Rental

Date Submitted:

Applicant Name:

Address:

E-Mail:

Phone: Home Cell

Vehicle Information:

Vehicle Type:

Make, Model, & Year:

Tag Number:

Color:

Vehicle registered to:

Along with this form/agreement, please include a copy of the vehicle registration and a picture of the vehicle. Please note that vehicles not registered to a HHCCE address will not be permitted.

This form is provided an interactive PDF to facilitate ease of completion. However, it must be printed, signed, and delivered to the Property Management company (along with other required documentation).

This Agreement is by and between _____,

(Hereinafter referred to as "Owner") and Hidden Hills Country Club Estates Homeowners Association, Inc. (hereinafter referred to as "Association").

For the purposes of this Agreement, the term "vehicle" shall be used to describe boat trailers (with or without boat); motorhomes; utility or other type of storage trailers; and other vehicles as deemed appropriate by the Association. Commercial vehicles are strictly prohibited.

1. **Description of Services.** Beginning on _____, the Association will grant the Owner use of recreational vehicle storage space located at 2914 Southern Hills Circle West, Jacksonville, FL 32225.
2. **Billing & Payment.**
 - 2.1 **Payment for Services.** The Owner will pay to the Association in accordance with the following schedule. 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:
 - Vehicles up to 40 feet in length
 - Vehicle over 40 feet in length: Prohibited

2.2 Rental Fee Billing.

2.2.1 Owner will be billed as part of your quarterly statement and are to be paid with your quarterly assessments.

2.2.2 Rental fees shall be billed in advance.

2.3 One-Time Costs.

2.3.1 **Registration Fee:** Owner is required to pay a one-time, non-refundable fee of \$ _____ and shall be payable upon submittal of this Agreement.

2.3.2 **Key Deposit:** Owner is required to pay a one-time, refundable key deposition of \$ _____ and shall be payable upon submittal of this Agreement.

2.3.3 **Payment:** Owner is required to write two separate checks for the registration fee and the key deposit. Checks should be made payable to Hidden Hills Country Club Estates (HHCCE).

3. Term of Agreement.

3.1 This Agreement shall remain in effect for a period of one (1) year.

3.2 This Agreement will automatically renew annually on January 1st unless otherwise canceled by the Owner or Association.

3.3 Termination.

3.3.1 This Agreement, along with the Owner's rights to the premises, shall terminate upon the sale of the Owner's residence at Hidden Hills Country Club Estates.

3.3.2 In case of default in payment of rent by Owner or any other covenant of Owner, The Association is authorized to seize and take possession of Owner's property, to store at the expense of Owner or to sell same at public or private sale upon such notice as may be required by law, and in the event of sale, to apply such portion of the proceeds therefrom as payment of rent or other indebtedness hereunder to The Association as is necessary to pay same. Owner agrees that if Owner is in default, The Association may sell the goods or RV according to the procedure for sale of goods subject to a lien according to Florida law.

3.3.3 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 hereby agrees that they will incur an automatic \$ _____ per day penalty storage fee.

3.3.4 The vehicle may be subject to removal by the Association after issuance of a twenty (20) day written demand.

4. Liability for Injury or Damage.

- 4.1 NONLIABILITY OF THE ASSOCIATION FOR DAMAGE OR LOSS: THIS AGREEMENT IS MADE ON THE EXPRESS CONDITION AND COVENANT THAT OWNER AGREES TO RELIEVE THE ASSOCIATION AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY FOR NEGLIGENCE CAUSING ANY LOSS, HARM, INJURY, OR DAMAGE TO OWNER'S PROPERTY WHATSOEVER OR INJURY TO ANY PERSONS INCLUDING OWNER WHILE IN, UPON, OUTSIDE THE PREMISES, OR IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OF THE PREMISES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSIONS THEREOF OR ANY OCCUPANCY HEREUNDER. OWNER AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST AND RELEASES THE ASSOCIATION AND ITS OFFICERS, EMPLOYEES, AND AGENTS, AND OWNER HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES, LOSS, OR INJURY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DEATH RESULTING THEREFROM) TO ALL PERSONS AND PROPERTY, WHETHER AGENTS OF OWNER OR OTHERWISE, AND TO ALL PROPERTY CAUSED BY, RESULTING FROM, ARISING OUT OF OR OCCURRING IN CONNECTION WITH OWNER'S USE OF THE PREMISES.
- 4.2 INDEMNIFICATION: OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION, ITS AGENTS, BOARD, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST, AWARD, FINE, JUDGMENT OR EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES, WITH RESPECT TO OR ARISING OUT OF USE OF THE PREMISES OR IN ANY WAY CONNECTED WITH THE PREMISES OR THE STORAGE OF OWNER'S VEHICLE. SHOULD ANY CLAIMS FOR DAMAGES OR INJURY (INCLUDING DEATH) BE MADE OR ASSERTED, OWNER AGREES TO AND DOES HEREBY ASSUME ON BEHALF OF THE ASSOCIATION ITS PRINCIPALS, EMPLOYEES AND AGENTS, THE DEFENSE OF ANY ACTION AT LAW OR EQUITY WHICH MAY BE BROUGHT AGAINST THE ASSOCIATION, ITS BOARD, EMPLOYEES OR AGENTS UPON OR BY REASON OF SUCH CLAIMS AND TO PAY ON BEHALF OF THE ASSOCIATION, ITS BOARD, EMPLOYEES, AND/OR AGENTS, UPON DEMAND, THE AMOUNT OF ANY JUDGMENT THAT MAY BE ENTERED AGAINST THE ASSOCIATION, ITS PRINCIPALS, EMPLOYEES AND/OR AGENTS. OWNER ACKNOWLEDGES NO ONE MAY BE PRESENT ON SITE OF THE PREMISES AND OWNER ASSUMES ANY & ALL RISKS.
- 4.3 Security. 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.
- 4.4 Insurance Obligations of Owner. Owner shall at its own cost and expense obtain and maintain current insurance to the extent of at least 100% of the actual cash value of the goods stored on the premises covering all loss and/or damage caused by fire, water,

theft, vandalism, or any other risk of any kind or nature and to name The Association an additional insured. Owner agrees to seek reimbursement for damages to said property solely from the proceeds of such insurance, and The Association and its principals, employees and agents shall not be responsible for any loss, theft, vandalism of any such property, or damage thereto caused by fire, water theft or any other risk. Owner

acknowledges the possibility of any such loss including fire, theft, damage and vandalism and hereby agrees any such loss shall be solely the responsibility of Owner. Owner expressly understands and agrees that the Association will not be responsible or liable for any loss or damage to Owner's property stored. To the extent Owner fails to obtain or maintain insurance it will be deemed self-insured and to have assumed the risk of loss or damage.

5. **Access to Storage Space.** Access to the space is provided by the Association by making a key to the gate. 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. Owner agrees to exclusive use of the PIN and not provide that PIN code to any other person or entity.
6. **Storage of Hazardous Materials.** No material may be stored in the facility that may be hazardous to the facility or anything contained therein. This prohibition shall specifically prohibit explosives, combustible materials, chemicals, odorous or other inherently dangerous materials unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.
7. **Alarm Protocol.**
 - 7.1 The Boat/RV Lot will be actively monitored/alarmed between the hours of 9:00 PM and 5:00 AM seven days a week. To access the lot during these times, owner is required to contact HHCCE Guard (904-646-1201) prior to entering the lot. Guard will require Owner provide their unique four-digit PIN to verify authorized access to the Boat/RV Lot prior to deactivating the alarm. Prior to departing the Boat/RV Lot, Owner will be required to contact the guard informing them that they are out of the lot and confirm the lot has been locked/secured. The guard, upon owner's confirmation, will re-activate the alarm.
 - 7.2 Owner agrees that in the event their access to the property result in the activation of any alarm or security on the access gate that causes the Jacksonville Sheriff's Office ('JSO) to respond, Owner will incur an automatic \$_____ penalty per occurrence.
8. **Subleasing.** Owner shall not assign, lease, or sublease the premises or any portion thereof.
9. **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. Upon

termination, if the Owner fails to immediately satisfy any unpaid amounts due, the Association may recover from the Owner any unpaid amounts including any costs and attorney fees incurred in the enforcement of its rights herein.

10. **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.
11. **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.
12. **Amendment.** This Agreement may be modified or amended in writing if the writing is signed by both parties hereto.
13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
14. **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.
15. **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 Signature

Date:

Association Representative

Date:

For Use by Property Management Company:

Storage Slip # _____ Key # _____ Pin # _____

Please email completed forms and required paperwork to hiddenhills@cmcjaxfla.com, or drop them off with the onsite property management person.