

**HARBOUR ISLES COMMUNITY DEVELOPMENT DISTRICT
STORAGE SPACE AGREEMENT**

Storage Space Number _____ located in Harbour Isles Community Development District RV/Boat Storage Area.

THIS STORAGE AGREEMENT (“Agreement”) is executed this ____ day of _____ 20____, by and between _____ (the “Renter”), whose mailing address is _____ and Harbour Isles Community Development District (the “District”) whose mailing address is 121 Spindle Shell Way, Apollo Beach FL 33572.

It is agreed as follows:

1. This agreement, beginning _____, will automatically renew itself unless either party gives a thirty (30) day written notice to vacate the space. Only written notices to vacate the space will be acknowledged. Failure to provide the required written notice will result in Renter being assessed an additional month’s fee. The District has the right to adjust the rental rates by giving the Renter a 30-day notice before the expiration of their rental agreement. The monthly rental fee is established by the District Board of Supervisors and is currently set at \$_____ per month.
2. The District shall permit the use of a numbered storage space by Renter in the designated “RV/Boat Storage Area” located in the District. The use of the space designated shall be solely for storage of recreational vehicles, watercraft and commercial vehicles as defined by and in accordance with the Harbour Isles Common Property Guidelines. The Renter agrees to observe and abide by all of the covenants and conditions hereof and any and all rules and regulations now or hereafter governing the use of the space and RV/Boat Storage Area.
3. This Agreement is for the specific use of the space for storage purposes only consistent with the District Rules governing the RV/Boat Storage Area and this Agreement.. The Renter’s use of the space shall be at the sole risk of the Renter. The District shall not be liable or responsible for the care or protection of the item stored including gear, equipment or personal contents. The District makes no representations or warranty of any kind as to the condition of the space and the security of the RV/Boat Storage Area. The Renter shall hold the District harmless from any and all liability for damage or destruction to the vehicle/boat being stored including any gear, equipment, personal contents, fittings or fixtures thereon through fire, theft or any other cause and any injury or death to persons or damage to any property stored by others in the RV/Boat Storage Area. The Renter deems the item stored as being in working and operable condition. The Renter shall be responsible for carrying adequate levels of property damage and liability insurance coverage on their stored item in the RV/Boat storage area. The District shall not be required to carry insurance covering any loss to person or property that Renter may have or claim as a result of renting the space. The Renter hereby waives any claim against the District related to any damage to the Renter’s property.

4. The Renter hereby grants the District and/or its employees and agents access to and authority to move, operate or enter the stored item in the case of an emergency or for the purpose of performing such acts as the District, in its sole discretion, may deem necessary for the safety of the stored item or the RV/Boat Storage Area. The Renter shall hold the District harmless with respect to any acts performed or omitted by the District or its employees or its agents while acting in such capacity.
5. Payments are due on the first of each month. Payment Reminder Notices will be emailed to the Renter by the District prior to these due dates. In addition, there will be a \$10.00 late payment fee, per month, for any portion of fees not paid before the 10th of the month on which first due, continuing for every consecutive month until paid. Payments can be made by check and dropped off at the District office located at the clubhouse or mailed to 121 Spindle Shell Way, Apollo Beach FL 33572.
6. In the event a payment for space rental is not made by the Renter for a period of 90 days, the District has the right to have the stored vehicle/boat removed from the RV/Boat Storage Area at Renter's expense. All charges incurred by the District to have the vehicle/boat removed to another off-site storage area, including any new storage charges will be the full responsibility of the Renter.
7. The District has the right to terminate this agreement by giving the Renter a 30 day notice. All storage assessments prepaid past the termination date will be refunded to the Renter. In the event the Renter wishes to move his stored vehicle/boat out of the storage facility prior to month end, no refunds for any unused portion of the monthly assessment for rental of a space will be issued.
8. The Renter acknowledges and agrees that the District does not and will not exercise care, custody or control over the Renter's property. The District's sole duty and obligation to the Renter is to provide a parking space to the Renter. The District shall not issue a warehouse receipt, bill of lading or other document of title for the Renter's property. The Renter expressly waives any claims for bailment.
9. The Renter shall keep the space in good order and free of any debris and shall immediately notify the District of any defects or dangerous conditions at their space. Failure to keep the space in good order and free of any debris will place the Renter in default of this Agreement and may result in the termination of the Agreement after notice as required herein. The Renter shall surrender the space to the District at the termination of this Agreement in the same condition as when initially leased or face additional costs should the District be required to have such condition restored following termination.
10. The Renter waives and releases any rights of recovery against the District that the Renter may have as a result of leasing the space. The Renter acknowledges that the District has not made any representations or warranties either express or implied, as to the safety of the space.
11. Time is of the essence in the payment of installments of Rent and the performance of the Renter's other duties and obligations under this Agreement.
12. If the Renter files a voluntary petition in bankruptcy, a petition in involuntary bankruptcy is filed against the Renter or the Renter makes an assignment for the benefit of creditors or

is placed in receivership, then the District may, at the District's option, declare this Agreement to be in default and pursue the rights and remedies permitted by applicable law.

13. The Renter shall indemnify, defend and hold the District and the District's agents, officers, partners, principals, employees, harmless from and against any and all losses, claims, demands, actions, causes of action, costs, expenses (including attorney's fees), liabilities and damages resulting or arising, directly or indirectly, from any acts or omissions of the Renter or its agents or the Renter's default under this Agreement or use of the space.
14. The Renter shall not permit any other person or entity to use or occupy the space and shall not assign or transfer this Agreement or sublease the space.
15. No waiver or changes by the District or its agents or employees of any breach or default by the Renter of any term of this Agreement shall constitute a waiver of any subsequent breach or default.
16. All notices, demands or requests by the Renter to the District shall be in writing and sent by certified mail, return receipt and postage prepaid to the District. All notices, demands or requests by the District to the Renter shall be in writing and sent by regular mail, certified mail, or express mail to the address set forth in above. Notice shall be effective on the earlier of receipt or three (3) postal days after mailing. The Renter is responsible for advising the District immediately, as set forth above, if the Renter changes an address or phone number and confirms that the Renter's address and phone number indicated above. The District cannot be responsible for the Renter's failure to notify The District of any changes in address or phone number.
17. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida in Hillsborough County, Florida.
18. In the event the District obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by the Renter, the Renter agrees to pay to the District the reasonable costs, expenses, and attorney's fees incurred in such actions.

Signature of Renter

Signature of District Representative

Printed Name

Printed Name

Date

Date

Information Form

Type of Storage: ___Recreational Vehicle ___Watercraft ___Commercial Vehicle

Registered to: _____

Address of Renter: _____

City: _____ **State:** _____ **Zip:** _____

Home Telephone: _____ **Cell:** _____

Emergency Contact: _____ **Email** _____

Stored Item Insured By: _____

Make/Model of Stored Item: _____ **Est. Length:** _____

License Plate Number: _____ **Registration Number:** _____ **State:** _____