

# PINWOOD LAKES COMMUNITY RV SELF STORAGE RENTAL AGREEMENT

DATE \_\_\_\_\_ STORAGE SPACE NO. \_\_\_\_\_ LOT SIZE \_\_\_\_\_

FOB #s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Lot Size to be completed by PWL Board/Committee)

OCCUPANT NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

OWN or RENT (circle one) LEASE PERIOD (if renting) \_\_\_\_\_

MOVE IN DATE \_\_\_\_\_ EMAIL \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

D.L. # \_\_\_\_\_ STATE ISSUED \_\_\_\_\_

<b>CHARGES</b>	
Administrative Fees (1 Time Set-Up: Non-refundable)	\$ 50
Rent Per Month	\$0.10/SQ FT
Late Payment For Rent (After 10 Days)	\$ 10
Returned Check	\$ 30
Certified Notices	\$ 85
Lost Entry Fob	\$ 30
Removal of Materials	\$ 500

DESCRIPTION OF ITEMS STORED (Vehicles, motor homes, & trailers etc.) Please list all items that may be stored even if on part time basis

Item #1: Description \_\_\_\_\_ Registration # \_\_\_\_\_

Item #2: Description \_\_\_\_\_ Registration # \_\_\_\_\_

Item #3: Description \_\_\_\_\_ Registration # \_\_\_\_\_

Item #4: Description \_\_\_\_\_ Registration # \_\_\_\_\_

**NOTICE:** YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY THE IDAHO STATE LIEN LAW COMMENCING WITH TITLE 55 PROPERTY IN GENERAL CHAPTER 23 SELF STORAGE FACILITIES SECTION 55-2306. ENFORCEMENT OF LIEN.

- TERM:** The term of this tenancy shall commence as of \_\_\_\_\_, and shall continue until cancelled, access revoked, or the tenant is no longer a resident of Pinewood Lakes.
- RENT:** Rent, as noted above under charges, shall be payable in advance on a quarterly basis to the association or its designated agent. Invoices will not be issued monthly. Your rent fee will be billed on a separate invoice with your quarterly Association Dues invoice. It is your responsibility to see that payment is made in a timely manner. Rent must be paid in full and no partial payment will be accepted. The monthly rental and other charges may be changed at any time by the Association's Board of Directors giving at least thirty (30) days written notice to occupant at the address provided above. The new rental charge shall become effective the next date on which rent is due.

Late payments, or dishonored checks, cause the Association to incur damages which are extremely difficult to measure and because of this, occupant agrees to pay to the Association, as additional rent, additional service charges per space as indicated in the charges section above, or as follows:

Any other costs incurred by the Association by reason of occupant's breach of any provision of this agreement shall be deemed additional rent and may be demanded by the Association of occupant at any time, or waived, in the Association's sole and absolute discretion. If Rental or Association dues become delinquent, the Association can deny access to the facility and exercise its option to take possession of goods stored within the facility to satisfy outstanding balances.

ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CASH, CASHIER'S CHECK OR MONEY ORDER. ANY PAYMENTS RECEIVED FROM OCCUPANT SHALL APPLY FIRST TOWARD ANY SERVICE CHARGES DUE UNDER THIS PARAGRAPH AND THEREAFTER TOWARD ANY OTHER SUMS DUE PURSUANT TO THIS AGREEMENT.

- USE AND OCCUPANCY:** Occupant agrees to use storage space only for the storage of property wholly owned by occupant. Property is stored under the supervision and control of the occupant. The Association exercises neither care, custody nor control over occupant's stored property. Nothing herein shall constitute any agreement or admission by the Association that occupant's stored property has any value. Nor shall anything after the release of the Association's liabilities set forth in Paragraph 9 below.

4. **USES STRICTLY PROHIBITED:** Occupant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state or federal law or regulation, or court decision, and from engaging on-site in any activity which produces such materials. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, any form of friable or non-friable asbestos containing materials, explosives, paint, varnish, thinner, and/or other highly flammable materials. The rented premises shall not be used for operation of any business or for human or animal occupancy. Occupant shall not do or permit to be done any act that creates or may create a nuisance in connection with occupant's use of the space. Occupant's obligations of indemnity as set forth in paragraph 10 herein specifically includes any cost, expenses, attorneys' fees, fines or penalties imposed against the owner, arising out of storage or use of any hazardous or toxic material by occupant, occupant's invitees or guests.
5. **ACCESS:** Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by the Association to maintain order on the premises. Such measures may include, but not limited to, limiting hours of operation, requiring verification of occupant's identity and requiring occupant to sign in and sign out on entering and leaving the premises.
6. **RIGHT TO ENTER:** Occupant shall grant the representative of any governmental authority, including police and fire officials, access to the stored items upon three (3) days prior written notice to occupant. In the event occupant shall not grant access to the stored items as required or in the event of any emergency, the Association, the Association's agents or other representatives of any governmental authority shall have the right to enter the facility for the purpose of examining the stored items and taking such other action as may be necessary or appropriate to preserve the facility, or to comply with applicable law or enforce any of the Association's rights. The Association shall not be liable for any losses occasioned by such entry.
7. **INSURANCE:** The Association does not provide insurance on occupant's stored personal property. Occupant, at occupant's expense, shall maintain a policy of fire and extended coverage insurance with burglary, vandalism, and malicious mischief endorsement for at least 100% of full replacement of such property. Insurance on occupant's property is a material condition of this agreement. This insurance is for the benefit of both occupant and the Association. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of occupant against the Association or the Association's agent. Failure to carry the required insurance is a breach of this agreement and occupant assumes the risk of loss to stored property that should be covered by such insurance and loss or damage to occupants of the facility.
8. **RELEASE OF THE ASSOCIATION'S LIABILITIES:** All personal property stored within or on the leased premises by occupant shall be at occupant's sole risk. The Association and the Association's agents shall not be liable to occupant for any damage for loss to any personal property while at the leased premises arising from any cause whatsoever including, but not limited to burglary, fire, water damage, mysterious disappearance, rodents, insects, Acts of God or the active or passive acts or omissions or negligence of the Association or the Association's agents.
9. **INDEMNIFICATION:** Occupant will indemnify, hold harmless and defend the Association from all claims, demands, actions or causes for action, (including attorney's fees and all costs whatsoever) that are hereinafter made or brought as a result of or arising out of occupant's use of the premises, including claims for the Association's active negligence, not to exceed the limit of \$5,000.00.
10. **NOTICES:** Except as otherwise expressly provided in the Rental Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by certified, first class mail deposited in the United States mail with postage hereon fully prepaid to the party so to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereof fully prepaid and addressed in accordance with the provisions hereof.
11. **NOTIFICATION OF CHANGE OF ADDRESS:** In the event occupant shall change occupant's address or alternate name and address as set forth in the Rental Agreement, occupant shall give the Association written notice of any such change within ten (10) days of the change, specifying occupant's current address and telephone numbers, and alternate name and address. Any such change of address shall not be binding upon the Association unless occupant has given the Association written notification of the change, and the Association has acknowledged its receipt in writing.
12. **CHANGE IN TERMS:** Any of the terms of this agreement may be changed by the Association provided thirty (30) days written notice is provided to occupant.
13. **ASSIGNMENT:** Occupant shall not sublet or assign the storage space.

14. **TERMINATION:** Either the Association or occupant may terminate this tenancy by the giving of ten (10) days written notice to the other. As a condition for such termination, occupant shall completely vacate the space, leaving it in good and clean condition, reasonable wear and tear accepted, and allow the Association to inspect the space in occupant's presence to verify the final condition and content of the space. Occupant is responsible for any and all damage to the rental premises, beyond that caused by reasonable wear and tear.

15. **ABANDONED PROPERTY:** If the occupant abandons or surrenders the parking space by not curing a violation as referenced above or through the expiration of the Lease Agreement, the Association may consider any personal property left on the premises to be abandoned and may dispose of it in any manner allowed by law after reasonable notice to the Member.

16. **DAMAGE BY OCCUPANT:** Occupant is responsible for the cost to repair any and all damage, to the storage facility, security gate, and any other property on the premise, caused by the Occupant or their invitees and/or guests.

17. **RULES:** The Association shall have the right to establish or change hours of operation or to promulgate rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the premise, or the preservation of good order on the facility. Occupant agrees to follow all Association Rules now in effect, or that may be put into effect from time to time.

18. **NO WARRANTIES:** The Association hereby disclaims any implied or expressed warranties, guarantees or representations of the capture, condition, size of space, safety or security of the premises. Occupant hereby acknowledges the occupant has inspected the premises and agrees that the Association does not represent or guarantee the safety or security of the premises or of any property stored herein. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

19. **ENFORCEABILITY:** If any part of this agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable in all circumstances.

20. **ACKNOWLEDGMENT:** By placing his or her signature below, occupant acknowledges that he/she has read, understands, and agrees to the terms, covenants, and conditions of the Rental Agreement herein, and has received a copy of this agreement.

**Occupant hereby agrees, by signature, to all terms, conditions and covenants set forth in this Rental Agreement.**

\_\_\_\_\_  
OCCUPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASSOCIATION'S AGENT

\_\_\_\_\_  
DATE

## PINWOOD LAKES COMMUNITY RV SELF STORAGE Facility Rules

The following rules were established by the Association in an effort to maintain the safety, care, and cleanliness of the premises, and to ensure the preservation of good order in the facility. Violation of any of these rules may result in loss of facility privileges.

1. Only residents of Pinewood Lakes are authorized to utilize the storage facility. Each occupant certifies that items being stored in the facility are titled or owned by the Pinewood Lakes resident. Residents must remain current with their Association and Rental dues, delinquencies in either may result in their access to the Facility being revoked. If the occupant's home is sold or occupant moves from Pinewood Lakes, the items in storage must be immediately removed.
2. When vacating your space, give at least ten (10) days notice and ensure ALL items are removed when vacating the space. Notifying us of a change in mailing address is your responsibility. Any change of mailing address must be received in writing, signed and dated by you, the occupant.
3. All stored property should be in good working condition and contribute to a safe and clean neighborhood. Acceptable storage items include: Recreational Vehicles, Boats, Campers, Buses, Fully enclosed trailers, Clean utility trailers, Automobiles, ATVs, Vans, and Trucks. Other items that may be stored upon written permission from the Board include: commercial vehicles, such as food trucks, route trucks, work trucks, snow plows, etc.; Uncovered trailers with landscaping or construction equipment (tractors, lawn mowers, bobcats, and snow plows); and Storage containers in good condition. Proof of current registration is required for any vehicle that requires Idaho Registration with the DMV. If you are unable to provide current registration, you may provide proof of temporary registration for 90 days.
4. Unacceptable Storage items include: Items stored on the ground or on pallets, such as appliances, mowers, equipment, fuel tanks, tools; Petroleum products; Construction materials, such as rock, stones, wood, etc.; Vehicles in poor or non-working condition (no flat tires, oil leaks, blocks, etc.); Trailers or trucks with garbage or lawn waste, and 18-Wheelers.
5. Your items stored in the facility must fit within the designated borders of the space assigned to each resident and shall not encroach upon the assigned space of another resident, nor the established alleyways within the facility. For each space the designated borders are clearly defined by cables designating the right, left, and rear borders of the space, and a space marker stone designating the front border.
6. No permanent, temporary, or portable garages/carports are allowed in the facility however, use of a fitted cover in good condition is encouraged to protect your property.
7. You shall keep your space clean and free of refuse and debris. Upon termination of this Agreement, the space is to be left in a clean condition and clear of all trash and other materials. You will be responsible for any expenses incurred to clean the space or remove rubbish and abandoned property.
8. Smoking and use of alcohol or firearms is prohibited at the storage facility.
9. Sleeping, living or dwelling in the storage facility is prohibited.
10. Rates, rules, and policies are set by the Board of Directors of the Homeowner's Association and are subject to change.
11. Multiple space availability is subject to Board review.
12. Space 145 is designated as a short-term parking space which can be reserved for use by any resident or their guests. This space is meant to allow residents or their guests to temporarily park one (1) truck, moving van, car, RV, utility trailer, or boat, and one (1) tow vehicle for a maximum of ten (10) days. Access to this space will be issued on a first come, first serve basis and is gained by contacting a Board member or the Facility Manager. Anyone using this space shall agree to follow the Facility rules and will sign a short term parking agreement.