

BOAT STORAGE LEASE CONTRACT

WILDWOOD SHORES PROPERTY OWNERS ASSOCIATION

This Boat Storage Lease Contract for Wildwood Shores ("Contract") is made on the ____ day of _____, 20____ by and between Wildwood Shores Property Owners Association ("POA") as owner and operator of the Wildwood Shores Boat Storage Area ("Boat Storage Area"), and (print name) _____ ("Boat Owner") as a user of a Boat Storage Space under the terms contained in this Contract.

Assigned Space #: _____

****A picture of item being stored must accompany this application. **Only one (1) space per owner will be allowed. **All items stored must be on wheels. **NO items are allowed to be stored on the ground.**

The definition of a "**Boat**" is limited to the following: boats/jet skis on trailers, boat/jet ski trailers, travel trailers, empty utility trailers, or enclosed trailers. The following items may not be stored at the Boat Storage Area under any circumstances: automobiles, trucks, construction equipment and materials, commercial automobile trailers, and commercial truck trailers.

ALL INFORMATION MUST BE FILLED IN COMPLETELY

Boat Owner Name (list all): _____

Driver's License# _____

Address: _____

Telephone No.: _____ **Cell No.:** _____

Email: _____

Onsite Address or Section/Block/Lot: _____

Boat Make & Type: _____ **Color** _____

Boat Serial #: _____

Outboard Motor Brand: _____ **HP Rating** _____

Boat TX# _____

Trailer License Plate#: _____

VIN (if known): _____

Contract agreement automatically renews in January each year. Cancellation notice must be mailed or emailed and confirmation MUST be received. Until confirmed, you will acquire fees. Moving out your storage does not terminate the contract. You will acquire fees until you cancel.

Start date: _____ 2025

Use Fee (Please mark with an X):

- 1.) _____ 10'x20' (18 Avail.), \$264.00 annually, Prorated July- December \$132.00
- 2.) _____ 10'x32' (41 Avail.), \$396.00 annually, Prorated July- December \$198.00
- 3.) _____ 12'x50' (9 Avail.), \$660.00 annually, Prorated July- December \$330.00

Odd Sizes (limited number in various locations)

- 4.) _____ 10'x13'(1), _____ 10'x13.9'(1), \$154.00 annually, Prorated Jul-Dec \$77.00
- 5.) _____ 10'x16.6'(1), _____ 10'x17'(1), \$198.00 annually, Prorated Jul-Dec \$99.00
- 6.) _____ 10'x19.6'(1), \$231.00 annually, Prorated Jul-Dec \$115.50
- 7.) _____ 10'x26'(1), \$330.00 annually, Prorated Jul-Dec \$165.00
- 8.) _____ 10'x28'(1), \$367.40 annually, Prorated Jul-Dec \$183.70

Date paid: _____ (if not paid within thirty (30) days of execution of the Contract, the Contract is considered void). The space will be available for the next person on the waiting list.

The POA hereby grants the Boat Owner the right to use the Storage Space, identified above, for limited purpose identified in the Boat Storage Guidelines attached hereto as Exhibit "A" and incorporated herein for all purposes. The right to use the Storage Space shall commence on the start date listed above. The POA or Boat Owner may terminate this Contract at any time by giving thirty (30) days written notice of termination. Notices to the POA must be mailed, hand delivered or emailed. Confirmation of cancellation is required. Notices to Boat Owner may be mailed via first class mail or emailed, if an email address is listed above. The thirty (30) day notice period commences on the date the notice is stamped, if mailed, emailed, or hand delivered. In the event Boat Owner terminates the Contract before the End Date, Boat Owner shall pay the POA through the termination date and an additional one (1) month of the Use Fee as a processing fee, the remaining prorated portion of the Use Fee paid by Boat Owner shall be returned to Boat Owner within thirty (30) days after the termination date. The Contract will not be considered terminated until all of Boat Owner's equipment, including the boat, jetski, trailer, and related equipment, etc., has been removed from the POA's property.

All past due installments of the Use Fee and other sums not paid by Boat Owner when due shall bear interest from the due date thereof until paid at the maximum rate allowable by law. Boat Owner agrees that the use of the Storage Space is at Boat Owner's sole risk. The POA shall not be liable to Boat Owner for any damages of whatever nature to Boat Owner's boat, jet ski, trailer, equipment, or other property belonging to Boat Owner or Boat Owner's guests, visitors, invitees, or related parties occurring at or near the Boat Storage area arising out of or in any way connected with fire, theft, collision, actions of individuals not under the control of the POA, hurricane, conditions of lake, wind, current or other natural forces or by the negligence of the POA, its agents, directors, officers, employees, or subcontractors or otherwise, regardless of whether such negligence be active or passive, primary or secondary. Boat Owner agrees to obtain insurance coverage for Boat Owner's own account to protect against all hazards and liability.

If a Storage Space is vacant for 90 days or more, the balance of that year's Use Fee, less an additional one (1) month processing fee, will be prorated and returned to the Boat Owner. The Contract will be considered terminated, and the Storage Space will be made available for lease to another person.

BOAT OWNER AGREES TO INDEMNIFY AND HOLD THE POA, ITS AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES ("INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR SUITS FOR DAMAGES TO PERSONS, PROPERTY OR OTHERWISE WHICH MIGHT BE BROUGHT AGAINST THE POA AS A RESULT OF, OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE STORAGE, OPERATION, OR PRESENCE OF BOAT OWNER'S PROPERTY IN OR AROUND THE STORAGE SPACE OR THE BOAT STORAGE AREA. SUCH INDEMNIFICATION IS EXPRESSLY INTENDED TO BE EFFECTIVE EVEN IN THE EVENT THAT SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF INDEMNIFIED PARTIES.

Boat Owner agrees that his/her/its Boat will not be used for commercial purposes. Use of a Boat for commercial purposes or as a residence by Boat Owner, or anyone to whom Boat Owner may grant permission, shall be grounds for immediate termination of this Contract at the sole discretion of the POA.

Boat Owner agrees that this Contract is subject to, and the Boat Owner will comply with, all appropriate governmental regulations, and all guidelines, rules, and regulations of the POA relating to the use of the Boat Storage Area as they exist now and as they may be changed from time to time.

This Contract may be terminated, at the sole option of the POA, should Boat Owner fail to pay the Use Fee stipulated herein, file for bankruptcy, make a voluntary assignment for the benefit of creditors, if a receiver is appointed for Boat Owner, or if Boat Owner defaults in any of the covenants and conditions of this Contract. This Contract may also be terminated, at the sole option of the POA, if Boat Owner or Boat Owner's guests violate the POA's Rules governing the use of the Boathouse. If such default is not corrected within fifteen (15) days after written notice to Boat Owner at the address set forth above, specifying such default, the POA shall have the right to re-enter and repossess the Storage Space, and shall be entitled to recovery of all costs incurred when recovering the Storage Space, and any other sum of money and damages owed by Boat Owner to the POA.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that the Boat Owner is ASSIGNING to and GRANTING to the POA a contractual possessor lien, secured by the Boat and any other personal property within the Storage Space including, but not limited to, any trailers or equipment which may have been stored by Boat Owner, as security for payment of the expenses incurred in the exercise of remedies set forth in this paragraph. Upon exercise of this contractual possessor lien, the POA shall give Boat Owner notice of the cost for which the lien has been asserted and, if such cost is not paid within thirty (30) days, the POA shall have the right to sell, at a public or private sale, the Boat and other personal property to satisfy the lien

asserted. Any proceeds left after the sale of the Boat and other personal property shall be refunded to Boat Owner, together with an accounting of expenses incurred. Expenses shall include, but not be limited to, attorney's fees, storage, costs of sale, and related expenses. IT IS AGREED AND UNDERSTOOD that the POA shall not be liable to Boat Owner for any damage to Boat Owner's Boat or other related equipment as a result of the POA's repossession of the Storage Space and removal and disposal of the Boat and related personal property. In addition, the POA may exercise any other power and remedy now or hereafter existing at law, in equity, admiralty or by statute, and each and every power and remedy whether specifically herein given or otherwise existing. These powers may be exercised from time to time and as often and in such order as may be deemed expedient by the POA, its successors and assigns.

Boat Owner agrees that he/she shall, upon the termination of this Contract, remove his/her Boat and all equipment, if a contractual possessor lien has not been asserted against the same by the POA. Boat Owner shall have a period of fifteen (15) days from the termination of this Contract to empty the Storage Space.

Boat Owner(s) shall be liable for all damages to the Storage Space, or any other facility owned by the POA or to other Boats or persons on or about the Boat Storage Area caused by Boat Owner, Boat Owner's family, agents, invitees or guests.

This Contract may not be assigned or sublet by Boat Owner, and allows the use of only the Storage Space identified above. This Contract may be assigned in whole or in part by the POA.

Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

Choice of Law and Forum. Any dispute arising hereunder shall be governed by the laws of the State of Texas, and any action to enforce this agreement must be brought exclusively in the courts of Walker County, Texas.

Severability. In the event that any provision of this Contract should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

Binding Nature. This Contract is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

SIGNATURE _____

SIGNATURE _____

Print Name: _____

Print Name: _____

~~~ OFFICE USE ~~~

Approved by Wildwood Shores Property Owners Association: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_