

SPACE #:
RENTER:
EXPIRATION DATE:

**THE LANDINGS ASSOCIATION, INC.
STORAGE FACILITY LEASE**

STATE OF GEORGIA
CHAHAM COUNTY

This Storage Facility Lease, (hereinafter referred to as "Lease") made «ExpiringDate» between The Landings Association, Inc. (hereinafter referred to as "Association") and «FirstName» «LastName» (hereinafter referred to as "Renter").

WITNESSETH

WHEREAS, the Board of Directors of the Association (hereinafter referred to as Board) hereby leases to Renter space number «RVSpaceId» at the Association's Storage Yard Facility for a term of twelve months to commence on «ExpiringDate» and terminate on «DateExpire» or unless sooner terminated as hereinafter provided, at the total rental of \$«Rate» and paid in advance on the date of the execution of this Lease; and

WHEREAS, the Renter understands the Lease can be terminated by the Board after giving the Renter thirty (30) days written notice if Renter does not abide by the terms of the Agreement, does anything in the Board's sole and absolute discretion to damage, misuse, or fail to abide by the rules of the Storage Yard Facility, including but not limited to, the misuse of utilities from neighboring tenants, and/or storing items in spaces the Renter has not leased; and

WHEREAS, the parties acknowledge and agree that the Board is entitled to conduct random inspections of Renter's space to ensure compliance with the rules and to make certain that no safety hazards are maintained in the Storage Yard Facility; and

WHEREAS, the Renter understands that a partial refund will be issued to Renter if Renter sells all his/her Landing Property and is no longer a Landing Property Owner, and in order to qualify for a refund, Renter must provide the Board with a properly executed HUD1 closing statement showing Renter as the Seller. The refund will be based on a quarterly chart, as follows: If sale is within month 1 to month 3 of rental 75% of rental fee is refunded; if sale is within month 3 to 6 months of rental, 50% refunded; if sale is within month 6-9 months of rental 25% of rental fee is refunded; and 10-12 months, there is no refund. There is also no refund if at the time, Association has cited Renter for damage or misuse of the Storage Yard Facility property or failure to abide by the rules of the Storage Yard Facility; and

WHEREAS, Renter understands this Lease is not automatically renewable and is for a term period of 12 months; and

WHEREAS, this Lease does not convey any proprietary rights to any property of the Association;

NOW THEREFORE, in consideration of the rental fee of \$«Rate» paid by Renter in full, the parties agree as follows:

1. Parking space in the Association's Storage Yard Facility is for Recreational Vehicles, Boat Trailers, Boats (under 14 feet in length only), PODs, and other vehicles, storage units and/or other such items which the Board in its discretion determines can properly fit into the space leased by Renter. Final space assignment will be at the sole discretion of the Board.

2. The Association will maintain the Storage Yard Facility as reasonably clean as practicable. However, Renter agrees not to accumulate waste, tires, parts, storage receptacles, any hazardous materials, or other unsightly articles in the rented space and to keep such space in a clean condition at all times.

3. Renter agrees that Association is not responsible for theft, fire or damage of any kind that may occur to the Renter's vehicle, boat, trailer, POD, personal property, contents, or person. Renter further agrees that all property kept, stored and maintained is at the Renter's sole risk. Any insurance on Renter's items shall be Renter's sole responsibility.

4. Renter agrees to hold the Association harmless of and from any damages to Renter's property stored in the Storage Yard Facility.

5. Renter may have access to the Storage Yard Facility by obtaining a key to the specific space from Association Security at the designated times below:

McWhorter Storage Lot 1 & 2

7:00 AM to 7:00 PM – Marshwood (North) Gate

After 7:00PM Main Security Gate

Public Works Storage Lot

This lot is open from 7:00AM to 3:30 PM Monday through Friday

After 3:30 PM or on weekends - Main Security Gate

There will be a charge for any lost keys or replacement keys issued by the Association to Renter.

6. Removal of Renter's Property after Expiration or Termination of Lease: The Association shall have the right to remove Renter's property from the Storage Yard Facility after the expiration/termination of the Lease, provided that the Association gives the Renter notice in writing at the last known address of the Renter of its intent to do so at least fourteen (14) days before the property is removed, or if an emergency situation arises, then within twenty-four hours if practicable. Renter agrees to accept all risk of damages to the property because of such removal and Renter shall be liable to the Association for all costs, including reasonable attorney's fee incurred, in connection with such removal. The Association reserves the right to sell the property thirty (30) days after the notice has been sent.

7. The Association shall charge a fee depending on size and electrical outfitting of the rental space. Fees are payable in advance.

8. Renter may not sublet space, nor may he/she change space without prior written approval from the Association.

9. Renter acknowledges that neither this Lease nor the assignment of a space entitles the Renter to use a specific space. This Lease entitles the Renter only to a space of proper size for the stored item. Space assignments may be changed to make the best use of space available.

10. Besides the "WHEREAS" provisions allowing termination for cause, this Agreement may also be terminated with sixty (60) days prior written notice by either party without cause.

11. This is a binding contract and shall be construed in accordance with the laws of the State of the Georgia. Each person is authorized to sign this Agreement, and the Agreement may be signed in duplicate originals.

12. All items stored in the space must have a storage facility sticker displayed. Stickers will be applied by Association staff.

13. Rent is due by the stated lease expiration date, and any amounts not paid in full within thirty (30) days from the date of the statement shall be deemed delinquent. Delinquent statements will accrue a service charge of one and one-half (1½%) per month from the date of the statement until paid in full.

14. Association will have a lien against Owner and his/her property for any unpaid rent and other charges which may arise as a result of the costs owed to the Association on behalf of the Member, which lien will also accrue reasonable attorney's fees, costs or other amounts incurred by the Owner incident to the collection of any and all amounts owed to the Association or the enforcement of the lien.

15. This represents the entire Agreement between the parties and may not be amended except in writing.

Description of items to be stored (Please make changes as necessary):

Make/Model: _____

Length: _____

Width: _____

Tag #: _____

Storage Sticker #: _____

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and day and year written.

LESSEE:

Printed Name: _____

Signature: _____

Address: _____

Phone: _____

E-mail Address: _____

THE LANDINGS ASSOCIATION, INC.:

Signature: _____

Printed Name: _____

Payment Information:

Method: _____

Amount: _____

Date Received: _____