

## SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC.

### TERMS of AGREEMENT for STORAGE FACILITY USE

1. The storage facility is an amenity of Southampton Property Owners Association (SHPPOA) and is subject to the Declaration of Conditions, Covenants, and Restrictions of Southampton Pointe and such other rules and declarations as the Association may create from time to time.
2. *Renters are assigned one numbered space which is determined based on the length and width of the item being stored in the facility.*
3. In the event the storage facility reaches capacity, a waiting list will be created and maintained on a "first come, first served" basis. Names on the waiting list will be added in order based on receipt of request. If there is a question as to which persons were first to request a place on the waiting list, the matter shall be settled by a random drawing by the Board of Directors. If a renter has a lease terminated because of a default, then that renter's space shall be made available to the next person on the waiting list. No property owner shall be permitted to lease more than one (1) space when the waiting list has names on it.
4. **Living and/or sleeping in vehicles or trailers in the storage facility is strictly prohibited.**
5. Use and storage at the storage facility is at the renter's own risk. It is recommended that the renter obtain insurance for their and their property's protection. Southampton Pointe POA will not maintain insurance to protect the renter or the renter's property.
6. All Renters must sign the written lease prior to being allowed usage of the storage facility.
7. It is requested that all Renters provide a digital (electronic) photo/image of their vehicle, boat, and/or trailer that will be stored in the facility.
8. Upon receiving the signed lease contract and first month's rent is paid, the renter will be provided a decal sticker. The decal sticker must be applied to the intended vehicle/trailer on an easily visible area.
9. Renters are solely responsible for themselves and their guests while using or accessing the storage facility. Southampton Pointe will not maintain a security guard or other supervision over the storage facility.
10. If a stored item is removed from the storage facility by Southampton Pointe due to the default of the renter, the removal will be at that renter's expense and the Association will assume no responsibility for the removal. Removal of the item may include taking it off of Southampton Pointe property.
11. If a renter damages the storage facility fence, gate or another renter's property in the storage facility, the damage must be immediately reported to the onsite staff and/or association manager of Southampton Pointe, **and** to the owner of the damaged property. Arrangements shall be made to repair the damage to the condition that existed prior to the damage. Failure to report such damage or to immediately repair such damage will be a default under the lease.

12. The Board of Directors of the Association will be responsible for determining the annual or monthly rent for a storage space at the Storage Facility.
13. From time to time the Association may create additional rules regarding the Storage Facility or change the existing Rules. The Association shall provide the Tenant's with written notice of the additional or revised rules and those rules will become effective as part of the Lease thirty (30) days after such a notice.
14. In the event that a key system is used, renters will be issued **one** key which will be provided to each renter at the time the contract is signed and the first month's rent is paid. A replacement key is \$10.00. The key must be returned when the Lease is terminated.
  - Lost keys or keys not returned will result in all costs of re-keying and key distribution being charged against the property owner's POA account.
15. In the event that a combination lock is used for the storage facility, the combination will be provided to each renter at the time the contract is signed and the first month's rent is paid. The lock and combination may be changed from time to time and renters will be notified at least seven (7) days in advance of any such change.
  - The combination will be changed the earlier of 1) someone discontinuing their storage lease or 2) quarterly.
  - All renters agree to maintain the combination in confidence.
16. Upon leaving the storage facility, each renter is responsible to lock the storage facility gate or arrange with any other renter inside the storage facility to ensure the gate will be locked upon their exit.
17. Littering or leaving trash/debris including gasoline and other flammable liquids in the Storage Facility is prohibited.
18. No other items besides the vehicle/boat/trailer intended for the leased storage space may be left or stored in the storage facility.
  - No buckets, cleaning equipment, trash cans, gas cans, etc.
19. Item intended for the leased storage space must be properly parked in a numbered space (vertically at an angle). No items may be left outside of the vehicle/trailer/boat, nor leaned against the fence. Any items found outside of these parameters will be removed at the renter's expense.
20. No trash can be discarded in the carwash area. If this happens and the person is identified, fines will be imposed as determined by the Board.
21. No maintenance of any kind is permitted in the Storage Facility.
22. All payments are due on the first of each month and considered late after the fifth of the month. If a fee remains past due for thirty (30) days, the Tenant's Lease will be considered to be in default and the vehicle/trailer will be removed from the storage facility at the owner's expense.
23. **All equipment and their transportation apparatus shall be stored in working condition at all times.**

**SOUTHAMPTON POINTE  
STORAGE FACILITY LEASE**

Decal #: \_\_\_\_\_

Space Assigned: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name (if applicable): \_\_\_\_\_

Unit Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_ (Other): \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle tag # or Boat Registration # (Required): \_\_\_\_\_ State: \_\_\_\_\_

Description/Size/Color: \_\_\_\_\_

This lease is between Southampton Pointe (SHP) Property Owners Association (POA), and the above named property owner/resident for use of the onsite storage facility.

1. Lease Term: The leasing term for this area is on a month to month basis. The lease automatically renews unless cancelled by either party. Please note renewal can be denied by Southampton Property Owners Association if it is determined that the owner's monthly POA dues is in arrears and/or the owner has not complied with the terms of this Lease.
2. Rent: Rent for the storage area is a flat rate of \$50.00 per month for all renters.
3. Access/Combination: Renters will be provided the lock combination code at the time the contract is signed and the first month's rent is paid. The POA also requests an electronic photo of the vehicle/trailer.
4. Exclusivity: The Storage Facility is a POA amenity available only to Southampton Pointe property owners and their tenants. This lease automatically terminates when renter ceases to be a Southampton Pointe property owner or tenant. Any unused pre-paid rent is refundable upon notice to the POA office and access key is returned. **Tenants may not sublease or assign his lease to any third party that does not live in Southampton Pointe.** The Space rented herein is solely for the owner or their tenant's use to store their watercraft/recreational vehicle, car or truck, or small trailer.
5. Insurance: Any Personal Property stored in the facility, is stored at owner's risk. Insurance for any stored property is the sole responsibility of the renter to maintain. The POA will not be held responsible for damage or injury of any kind to renter or renter's personal property. Renter agrees to pay for any damage caused by renter or his guests to the storage facility or property of any other renter and/or their property stored at the storage facility.
6. Rules: Rules for the Storage Facility are attached to this Lease and made a part of it. From time to time the POA may change or adopt additional rules regarding use, maintenance, and access to the storage facility. The POA agrees to give renters thirty (30) days advance written notice of such changes to the rules and the renter agrees to abide by such changes.
7. Default: Renter's failure to abide by the terms of this lease, including the attached Rules and changes to them, shall be considered a default by the renter. If a default occurs, Southampton Pointe POA shall give written notice to the renter (by certified mail at the renter's address listed above) and if the renter does not cure the default within ten (10) days of receiving such notice, Southampton Pointe POA may cancel this lease and remove the renter's property from the storage facility, all at the renter's expense.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Tenant leasing storage (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent on behalf of SHP POA Board - Date