

## Fernlakes, HOA – RV/Storage Hold Harmless Agreement

Assigned Space #: \_\_\_\_\_ Decal #: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Paid/Check No.: \_\_\_\_\_

### AGREEMENT OF USE – OCCUPANCY & HOLD HARMLESS AGREEMENT

This **AGREEMENT**, effective, \_\_\_\_\_, 20\_\_, by and between the **FERNLAKES HOMEOWNERS ASSOCIATION** with a business address of 2 Corpus Christie Place, Suite #302, The Professional Building, Hilton Head Island, SC., 29928, hereinafter called "**FLHOA**" and \_\_\_\_\_, residing at \_\_\_\_\_, Bluffton, SC., 29910 hereinafter called "**FL OCCUPANT**", witnesseth that:

**WHEREAS, FLHOA** owns a storage yard and it has agreed that **FL OCCUPANT** may store One (1) \_\_\_\_\_, hereinafter called "**ITEM**" within said storage yard upon the following Terms & Conditions:

1. **FL OCCUPANT** will provide the **FLHOA** or its Representative Proof of Ownership of a home within The Fernlakes community OR if they are Tenants, a **CURRENT**, signed copy of their Lease Agreement.
2. **FL OCCUPANT** acknowledges that **FL OCCUPANT** assumes any and all risk associated with **FL OCCUPANTS** use of the storage area and any individual who may be injured while on the grounds of the RV/Storage facility. **FL OCCUPANT** hereby releases and agrees that upon placing an **ITEM** to be stored or by any individual entering the Storage facility, they will Hold Harmless the **FLHOA** from any and all claims, damages or any other loss occasioned by any reason whatsoever, including but not by any way of limitation from any wind storm, fire hurricane, flooding, theft, malicious mischief, vandalism or as otherwise so incurred. The **FLHOA** shall be entitled to recover all costs and attorney's fees reasonably incurred as a result of any dispute or litigation between the **FLHOA** or **FL OCCUPANT** arising as a result of any dispute or litigation between the **FLHOA** and **FL OCCUPANT** in the event that damage occurs to the property of **FL OCCUPANT**, the **FLHOA** or a third party as a result of **FL OCCUPANT'S** use of the yard.
3. **FL OCCUPANT** WILL maintain the designated area in which the **ITEM** has been stored in a Clean & Safe Condition and will NOT store ANY Hazardous or Flammable materials at such site other than the fuel currently in the vehicle being stored.

4. The privilege of storage may be **TERMINATED** at any time by either the **FLHOA** or **FL OCCUPANT** for any reason whatsoever upon giving a Ten (10) day written notice to the other at the respective addresses as set forth above.
5. **FL OCCUPANT** of a space within the RV/Storage Area **MUST** be the Registered Owner of said item and be able to produce the copy of the current Registration identifying that they are the legal Owner of said item and place it on file with the Management Company, be the Owner or Tenant of the property within the **FLHOA** and be completely current on their Homeowner Association Dues at all times.
6. The storage term will be for **12 Months**, unless terminated at an earlier date and shall be renewed only by a mutual written agreement within Thirty (30) days prior to the end of the storage term. The renewal will be automatic unless key is returned prior to the end of the year.
7. The storage fee for the **ITEM** shall be **\$120.00 per year**, payable in advance, to be pro-rated by the month if terminated prior to one year.
8. In the event the key is lost or stolen a \$40 replacement fee will be charged to replace the lost or stolen key. In the event a second key is requested, the occupant will be required to pay for the replacement cost of the high security lock that is in place along with the replacement of all keys that will need to be distributed to those renting a space within the RV/Storage Area and any additional keys as needed.
9. A key and a numbered Decal will be given to **FL OCCUPANT** when this **AGREEMENT** is signed. The Decal **MUST** be placed in a visible location on the **ITEM** stored and **NOT** under a cover where it cannot be seen.
10. In addition to a key, **FL OCCUPANT** will be assigned a spot in which to park the **ITEM** being stored.
11. Upon termination of this **AGREEMENT**, the key will be returned to the **FLHOA** or their representative.
12. A Fine of \$25.00 per day will be imposed for each item stored or caused to be stored without written consent. The **ITEM** will be removed and impounded with all costs to be paid by **FL OCCUPANT**.

**IT IS SO AGREED UPON:**

**FERNLAKES HOMEOWNERS ASSOCIATION or THEIR ASSIGNED REPRESENTATIVE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**FERNLAKES OCCUPANT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_