

HARBOUR POINT COMMUNITY ASSOCIATION, INC.

Dry Boat Storage Lease Agreement

This mutual agreement, dated _____ is between the **Tenant**:

Name: _____ Home Telephone: _____

Address: _____ Bus. Telephone _____

City/State/ZIP: _____ Cell Phone: _____

And the Landlord, Harbour Point Community Association, Inc., located in Hall County, in the State of

Georgia to rent for a minimum of three (3) months: Covered space # _____ or uncovered space # _____

which is to be placed, solely at the Tenant's risk, the following item(s): Trailer _____ Boat _____ PWC _____ Other _____

Make: _____ Year _____ Length: _____ ft. Color: _____

GA Trailer Registration _____ Trailer VIN _____

GA Boat Registration Number: _____ Other Identification _____:

RATES: Tenant agrees to pay rent for the storage of the above-described item(s) at a rate of:

\$ _____ for three months which has been paid up front via check # _____ (NO REFUNDS)

Current rate is \$90/quarter for uncovered space and \$180/quarter for a covered space.

Notice of election not to renew this agreement must be given in writing 30 days prior to expiration of the current quarter. If Tenant fails to give such notice, this agreement converts to a quarter-to-quarter agreement and the Tenant will owe the Landlord the then current quarterly rental rate of the above described space. Landlord may terminate this contract at anytime. **Failure to pay rent will be treated the same as failure to pay HOA dues. Landlord may lock, move or boot Tenant's property if improperly stored or delinquent in payment of rent.**

Rate changes will be announced to all tenants in the third quarter (July – September) of the year to become effective on the January 1 of the following year

Tenant agrees that insurance on his/her personal property is his/her sole responsibility and acknowledges that Harbour Point Community Association, Inc. does not maintain coverage on the personal property of the Tenant. Harbour Point Community Association, Inc. shall have no liability for any damage caused by, but not limited to, acts of God, fire, vandalism, theft, or specific acts of other Tenants.

Harbour Point Community Association, Inc.
Landlord

Tenant

By: _____

By: _____

Terms and Conditions of Lease Agreement

1. Tenant agrees that all charges for the specific rental space or other requested services are binding by this agreement in Hall County in the State of Georgia and that no property shall be removed from the premises until all fees are paid in full.
2. Tenant agrees not to assign, transfer, or allow the use of assigned space to any other party.
3. Tenant agrees not to store any hazardous materials in the storage space or store flammable liquids other than in approved containers.
4. Tenant agrees to remove any personal property from a boat/trailer or other item prior to storage and understands that the Landlord is not responsible for any such items left on boat/trailer.
5. Tenant agrees that if rental payments become delinquent, Landlord has the right to secure the property to the space or relocate the property to another location.
6. Electrical receptacles in the covered spaces are provided for temporary use of a battery charger, vacuum, light, etc. Electricity is not provided for heaters, refrigerators, air conditioners, etc., or for any device meant to provide freeze protection.
7. Tenant agrees that Landlord has the right to relocate the Tenant's item(s) to a different space if need be. Landlord will make an attempt to notify Tenant if a change is necessary.
8. Tenant is responsible for any damages they may cause to buildings, property, or other Tenant's property.
9. Tenant agrees that Landlord, his/her agents, employees and assignees shall not be liable to Tenant, his/her agents, or invitees for any loss or damage, injury or death caused to them or to their property as the result of the use and occupancy of the space and premises, or any other cause. It is further agreed that any stored property is placed in this space at Tenant's sole risk, and Landlord and Landlord's agents, employees and assignees shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Landlord or Landlord's agents' employees or assignees. Tenant acknowledges that Landlord does not warrant or represent that stored property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by fire or the elements of the weather. It is agreed by Tenant that this release of Landlord's liability is a bargained for condition of the rent set forth here, and that were Landlord not released from liability as set forth here, a much higher rent would have to be agreed upon. Tenant acknowledges that Landlord has read and understands the provisions of this paragraph and Tenant agrees to comply with its requirements.
10. Tenant acknowledges that Landlord does not provide insurance covering Tenant's stored property. Tenant agrees to maintain at his/her expense a policy of fire and extended coverage insurance with a theft, vandalism and malicious mischief endorsement for the full replacement value of his/her stored property. This insurance is for the benefit of both Tenant and the Landlord.
11. It is the responsibility of the Tenant to pay the rent when due.
12. Tenant will secure his/her boat/trailer as a precaution from moving by blocking his/her wheels.

Tenant acknowledges agreement with items 1-12 above by signing: _____

If Tenant is renting a home in Harbour Point, then they must secure agreement of the property owner who is responsible for payment if renter fails to pay.

Property Owner _____