**Storage Parking Space Rental Agreement**

(Rev. 4/2020)

The undersigned Occupant, a resident, In Good Standing, of The Oaks Community Association Lot\_\_\_\_\_\_\_\_\_\_\_, hereby rents from The Oaks Community Association, one space for parking a vehicle, RV, trailer or boat in the storage area, according to the following terms and conditions:

1. Rent: $\_\_\_\_\_\_\_\_ per month, to be billed by The Oaks Community Association in addition to the regular HOA dues and paid on or before the 15th of each month. A late fee of 10% will be added to your bill if paid after the 15th of the month. The monthly rental fee is subject to change with 30-day advance notice from The Oaks Community Association to Renter.
2. First month rent and two times your monthly rent to be held as a security deposit are due in advance of move-in. The security deposit will be refunded within 5 business days if the rental space is completely emptied of all contents, trash, etc. (you may request inspection by calling the office during normal business hours as soon as space is vacated to request a move-out inspection) and all rents have been paid in full (and 30-day notice prior to move-out was provided). Should any of these conditions have not been met, you will forfeit the security deposit and could be subject to additional billing, collection, etc. for any unpaid rent, related fines, clean-up of site, etc.
3. If you move in before the 1st of any month, your rent will be pro-rated for the month (monthly rent divided by number of days of the month that you will be using storage).
4. Storage Rental is based on a first come, first serve basis and Owner Residents will receive priority over Rental Tenants should there be a waiting list for rental space(s). It is a privilege and not a right provided by the Oaks Community Association for the residents of the Community. You must currently be and remain a member in good standing to be eligible to rent storage space. If while renting storage space the Board deems you to not be in good standing, you will be given thirty (30) days to vacate the space.
5. All stored vehicles must be either operational (no flat tires, non-working vehicles, vessels) or stored on a trailer in good condition (no flat tires), allowing for easy removal.
6. All vehicles/vessels must have current registration, or a copy of Non-Op must be provided to The Oaks office.
7. All personal items must be fully confined in a trailer or container approved by the Board of Directors.
8. If Resident/Storage Rental Tenant is not a legal Property Owner of The Oaks Community Association, the legal Property Owner on record must personally sign this rental agreement, along with the Storage Rental Tenant and the Owner will take full legal and financial responsibility for all aspects of this agreement should their Tenant not adhere to any rules and guidelines outlined here and/or default on any payments due.
9. Occupancy: All risks of loss or damage to personal property stored in the storage area will be borne by the occupant.
10. The Board recommends occupant maintain a policy of fire and extended coverage insurance with burglary, vandalism and malicious mischief endorsement for at least 100% of the full replacement cost of such property.
11. Storage of flammable, explosive or dangerous materials other than vehicle fuel in the vehicle tank is prohibited.
12. Occupant agrees to follow all the rules for parking areas as established by The Oaks Community Association.
13. No type of repair work of any kind is permitted in the storage area.
14. Residing in the stored property is prohibited.
15. Occupant will notify the Association immediately as to any defects in the storage space/area.
16. Occupant will pay for any repairs necessary due to any negligence or misuse by the Occupant.
17. This agreement creates a tenancy from month-to-month which may be canceled by either party on thirty (30) days written notice except for non-payment which results in immediate eviction.
18. Property stored pursuant to this agreement shall be subjected to claim for lien for unpaid rent and other charges and may be sold to satisfy the lien if the rent and other charges due remain unpaid for 14 consecutive days after past due notice is provided to tenant.
19. Occupant shall not sublet or assign the storage space nor store property of others without written consent of The Oaks Community Association.
20. Occupant will be assigned a numbered space and must use ONLY that space assigned. All stored items must be kept within the confines of each storage area.
21. Items stored must be kept in a neat and tidy manner.
22. Occupants can appeal to the Board of Directors for permission to place a storage unit or storage pod in the storage area. It shall be at the Board’s discretion to either approve or reject the proposal.
23. Occupant shall indemnify and defend The Oaks Community Association from all claims and attorney’s fees and costs arising from occupant’s use of the premises whether caused by the active neglect of occupant or owner of the lot, except for claims arising from the sole neglect of the Association.
24. Occupant releases The Oaks Community Association for any loss or damage to occupant’s property in storage. It is understood that The Oaks Community Association is not in the business of storing goods for hire, but is merely renting space to the occupant.
25. Should it become necessary for The Oaks Community Association to employ an attorney for the propose of compelling legal enforcement of any of the provisions of the agreement, or for causing the removal and sale of the property stored, the undersigned agrees to pay reasonable attorney fees and court costs or other fees incurred by the Association. This shall include the cost of removal of stored property.
26. Occupant will be issued the combination to the storage area. This combination must not be given out at any time. The *resident/tenant* must escort anyone entering the storage area.
27. If resident signing this rental agreement becomes more than 30 days delinquent on Association assessments, storage rental fee, fines or other fees, this agreement is subject to immediate termination.
28. If Amador County deems the storage space is not compatible with county codes and zoning, owners will have 30 days to vacate the storage space.

**I UNDERSTAND THAT FAILURE TO ADHERE TO THE ABOVE RULES WILL FORFEIT MY RIGHT TO THE USE OF THE STORAGE AREA.**

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**Move-In Date Move-Out Date**

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**Vehicle Make and Model Storage Space Number**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Vehicle License Number Vehicle is Non-Op (Yes/No)**

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**Vehicle Color Home Phone**

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**Storage Space Rental Tenant Signature Cell Phone**

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**Storage Space Rental Tenant Printed Name Tenant Email Address**

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**Signature/Authorization of Owner (if applicable) Renter Street Address**

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**Owner Printed Name (if applicable) Owner Primary Phone**