

**THE COURTYARD HOMEOWNERS ASSOCIATION, INC.
2022 BOAT AND/OR BOAT TRAILER STORAGE FACILITY LEASE**

May 18, 2022

Assigned Trailer sticker letter: _____

THIS YEAR'S LEASE RATE IS \$425 PER YEAR: Paid by Check #: _____

**IF YOU CHOOSE NOT TO RENEW, PLEASE FILL IN YOUR NAME AND ADDRESS BELOW, SIGN HERE
AND RETURN THIS FIRST PAGE ONLY.**

I AM NOT RENEWING MY BOAT/TRAILER STORAGE LEASE

IF YOU INTEND TO RENEW YOUR LEASE, PLEASE RETURN THE COMPLETED FORM, CURRENT COPIES OF BOAT REGISTRATION, TRAILER REGISTRATION, PROOF OF INSURANCE COVERAGE, AND FULL PAYMENT. (All required in order to complete your lease. Do not send incomplete lease application).

THE DEADLINE FOR RECEIPT OF THIS COMPLETED LEASE AND PAYMENT IS **JUNE 10, 2022**. ANY RENEWAL NOT RECEIVED BY JUNE 20 WILL FORFEIT THE RIGHT TO STORE A BOAT OR TRAILER IN THE FACILITY.

Name: _____

Address: _____

Phone: _____ Cell Phone: _____

e-mail: _____

This Lease is entered into between the above listed owner ("LESSEE") and the Courtyard Homeowners Association, Inc. ("ASSOCIATION"). The term "ASSOCIATION" as used in this Lease shall include The Courtyard Homeowners Association, Inc., its employees, agents, contractor's, board of directors, officers, successors, and assigns. The term "FACILITY" as used in this Lease shall refer to the ASSOCIATION'S boat and trailer storage facility.

LESSEE expressly represents that it owns a lot in the Courtyard subdivision, is a RESIDENT of the Courtyard, is the owner of the boat and/or trailer to be stored in the FACILITY and has the legal capacity to enter into this Lease.

LESSEE shall pay the above-stated fee in advance, per year, from July 1, through June 30 of the following year, for a parking space for boat and/or trailer. This Lease may be terminated at any time upon thirty (30) days' written notice by either party. ASSOCIATION reserves the right to terminate this Lease upon ten (10) days' written notice in the event of a material breach by LESSEE of any term or condition of this Lease. THE ANNUAL STORAGE FEE IS SUBJECT TO CHANGE AND IS SET EFFECTIVE JULY 1 OF EACH YEAR.

NOTICE TO LESSEE AND RELEASE BY LESSEE

THE ASSOCIATION MAKES NO REPRESENTATIONS OF SAFETY OR SECURITY TO LESSEE. LESSEE shall be responsible for the proper storage of LESSEE's property and to secure the same. LESSEE hereby releases ASSOCIATION from liability for theft, vandalism, loss or damage to property stored in or transported to or from LESSEE'S SPACE. LESSEE shall carry insurance for all losses and damages related to this Lease. During the term of this Lease, LESSEE is required to have in force personal liability insurance, medical insurance and boat and auto liability/casualty insurance in an amount not less than \$500,000.

LESSEE agrees to and shall indemnify and hold harmless ASSOCIATION from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for any injury to or death of LESSEE or LESSEE's guests or invitees, and for damages to any property of LESSEE or LESSEE's tenants, guests or invitees arising out of or in connection with this Lease.

LESSEE agrees to assume the duty of ensuring that the storage and boat launch areas and access to any other portions of the FACILITY are safe for the activities that LESSEE is or intends to be engaged. LESSEE agrees to immediately suspend any activity that could reasonably be anticipated to result in the injury to LESSEE or to others, or result in damages to the premises or property. Upon becoming aware of any unsafe or potentially unsafe condition, LESSEE agrees to warn others, cease any and all activity that could increase the danger and immediately notify ASSOCIATION management.

LESSEE acknowledges that LESSEE's right to store the boat and/or trailer described below in the FACILITY is subject to change or cancellation for any reason, or no reason, as determined solely by the ASSOCIATION. If ASSOCIATION, in its sole determination, elects to cancel LESSEE's storage privilege, the Annual Storage Fee paid by LESSEE will be prorated from the effective date of the cancellation and refunded to LESSEE.

LESSEE EXPRESSLY REPRESENTS THAT IT IS THE REGISTERED OWNER OF THE BOAT AND/OR BOAT TRAILER THAT WILL BE STORED IN THE FACILITY. ASSOCIATION reserves the right to cancel this Lease if the permitted boat and/or trailer is removed from the FACILITY for a period of more than thirty (30) consecutive days. **LESSEE ALSO EXPRESSLY WARRANTS THAT IT IS A RESIDENT OF THE COURTYARD COMMUNITY.** This Lease may not be entered into by LESSEE'S renter or any third party. ASSOCIATION reserves the right to cancel this Lease if LESSEE leaves its residency in the Courtyard or permits any party other than the LESSEE to store boats and/or trailers in the FACILITY. The Annual Storage Fee will be prorated from the effective date of the cancellation and refunded to LESSEE. Upon payment of the Annual Storage Fee each year, LESSEE will receive a sticker to be placed on the tongue of LESSEE's stored boat trailer. Trailers stored without the correct sticker are subject to a \$100.00 fine. Boats and/or trailers improperly stored or parked in the FACILITY will be towed at LESSEE's expense.

LESSEE agrees and acknowledges that if LESSEE does not comply with the provisions of this Agreement the ASSOCIATION shall have the right to have the stored property towed to a commercial storage FACILITY and stored at the LESSEE's expense, such expenses to be deducted from any pro-rated refund due LESSEE. Should stored property be left after the end of the Lease term, ASSOCIATION may charge the cost of towing and storage against the assessment account of LESSEE.

LESSEE agrees not share the gate code with any non-resident of the Courtyard. LESSEE agrees to close the gate immediately after entering or exiting the Facility.

LESSEE may not assign, transfer or permit the use of the FACILITY to any party without the written consent of ASSOCIATION. LESSEE may not store any property in the FACILITY other than the following:

Make of boat: _____ Make of trailer: _____

Color(s) of boat: _____ Color(s) of trailer: _____

Length of boat: _____ ft. _____ in. Length of trailer: _____ ft. _____ in.

Oversized boats or trailers that do not fit within designated spaces will not be permitted to use the storage facility.

Boat TX#: _____ Expiration date: _____

Trailer license plate #: _____ Expiration date: _____

Assigned Trailer Identification Sticker: _____

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created in this Agreement are performable in Travis County, Texas, and venue of any dispute shall be in such county. This Agreement contains the entire understanding between LESSEE and ASSOCIATION and no other representations, or inducements, verbal or written, have been made which are not contained in this Agreement.

Should any term or condition of this Lease be held to be void or unenforceable, that term or condition shall be considered severed from this Lease and the enforceability of the remainder shall not be affected and will remain in full force and effect.

Payments for storage in the FACILITY are payable to The Courtyard Homeowners Association, Inc., and are to be mailed to:

COURTYARD HOMEOWNER'S ASSOCIATION
ATTN: MARILYN CHILDRESS
11950 Jollyville Rd
Austin TX 78759
Marilyn.childress@goodwintx.com

LESSEE UNDERSTANDS AND AGREES THAT NONCOMPLIANCE WITH ANY OF THE TERMS OF THIS LEASE WILL RESULT IN TERMINATION OF THIS LEASE AND FORFEITURE OF ANY RIGHTS TO USE THE STORAGE FACILITY.

LESSEE EXPRESSLY ACKNOWLEDGES HAVING BEEN ADVISED THAT EXECUTION OF THIS LEASE MAY ALTER LESSEE'S LEGAL RIGHTS AND HAVING BEEN ADVISED TO OBTAIN LEGAL ADVICE PRIOR TO THE EXECUTION OF THIS LEASE. BY LESSEE'S SIGNATURE BELOW, LESSEE ACKNOWLEDGES THAT IT HAS OBTAINED SUCH LEGAL ADVICE OR EXPRESSLY WAIVES ITS RIGHT TO DO SO.

IN WITNESS WHEREOF, the parties execute this Lease effective as of _____
(Date signed by Lessee)

LESSEE: _____

ASSOCIATION: _____
Agent for Association (Date)

AFTER LESSEE'S FULLY COMPLETED FORM AND CHECK ARE RECEIVED, LESSEE WILL BE MAILED THE STICKER TO GO ON THE TONGUE OF LESSEE'S TRAILER. THE STICKER MUST BE AFFIXED BY JULY 7 OF THE LEASE YEAR TO AVOID A \$100 FINE AND CANCELLATION OF THIS LEASE.