

**THE COURTYARD HOMEOWNERS ASSOCIATION, INC.
2023-2024 BOAT & TRAILER STORAGE LEASE**

May 31, 2023

Name:

Address:

Assigned parking space number:

Assigned trailer sticker letter:

THIS YEAR'S LEASE RATE IS \$500.00 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 are required to complete your lease. Please do not send incomplete application).

THE DEADLINE FOR RECEIPT OF THIS COMPLETED LEASE AND PAYMENT IS **JUNE 15, 2023**. ANY RENEWAL NOT RECEIVED BY JUNE 20, 2023 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 includes The Courtyard Homeowners Association, Inc., its employees, agents, contractors, board of directors, officers, successors, and assigns. The term "FACILITY" as used in this Lease refers to ASSOCIATION'S boat and trailer storage facility.

LESSEE expressly represents that it owns a lot in Courtyard subdivision, is a RESIDENT of Courtyard subdivision, is the owner of the boat and/or trailer to be stored in 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

ASSOCIATION MAKES NO REPRESENTATIONS OF SAFETY OR SECURITY TO LESSEE. LESSEE shall be responsible for the proper storage of LESSEE's property and securing 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 \$500,000.00.

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 FACILITY are safe for the activities in which LESSEE is or intends to be engaged. LESSEE agrees to suspend immediately 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 FACILITY is subject to change or cancellation for any reason, or no reason, as determined solely by 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 LESSEE IS THE REGISTERED OWNER OF THE BOAT AND/OR TRAILER THAT WILL BE STORED IN FACILITY. ASSOCIATION reserves the right to cancel this Lease if the permitted boat and/or trailer is removed from FACILITY for a period of more than thirty (30) consecutive days. **LESSEE ALSO EXPRESSLY WARRANTS THAT LESSEE IS A RESIDENT OF COURTYARD SUBDIVISION.** 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 LESSEE's residency in Courtyard or permits any party other than LESSEE to store boats and/or trailers in 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 and/or improperly parked in FACILITY will be towed at LESSEE's expense.

LESSEE agrees and acknowledges that if LESSEE does not comply with the provisions of this Agreement, ASSOCIATION has the right to have the stored property towed to a commercial storage facility and stored at LESSEE's expense, which will be deducted from any pro-rated refund due LESSEE. If stored property is 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 to share the gate code with any non-resident of Courtyard. LESSEE agrees to close the gate immediately after entering or exiting FACILITY.

LESSEE may not assign, transfer, or permit the use of FACILITY to any party without the written consent of ASSOCIATION. LESSEE may not store any property in 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 that 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 will be considered severed from this Lease, and the enforceability of the remainder will not be affected and will remain in full force and effect.

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

THE COURTYARD HOMEOWNERS ASSOCIATION
ATTN: KRISTI ESTES
11950 Jollyville Rd.
Austin, TX 78759
kristi.estes@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 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 LESSEE HAS OBTAINED SUCH LEGAL ADVICE OR EXPRESSLY WAIVES LESSEE'S 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 \$100.00 FINE AND CANCELLATION OF THIS LEASE.