

## **Recreational Vehicle Storage Rules and Rental Agreement**

Owners or Tenants of The Gates "**only**" may reserve a space in the Storage Lot. Accounts must be in good standing to rent a space.

## **Required Information**

- Competed Rental Agreement
- Insurance Policy (copy)
- Photos (front, back, and side)

## Annual Storage Rental Fees vary based on lot size.

Email <u>board@thegatesatsavannahquarters.com</u> for pricing. (Spaces are subject to availability)

Please return the required information and your check or money order made payable to *The Gates at Savannah Quarters, POA*.

Mail to: The Gates at Savannah Quarters, POA c/o Sentry Management 101 W. Mulberry Blvd, Suite 225 Savannah, GA 31407

Email: <a href="mailto:savannah@sentrymgt.com">savannah@sentrymgt.com</a>

This agreement is made and entered into between The Gates at Savannah Quarters, POA (hereinafter referred to as the "Lessor"), and an Owner or Tenant (hereinafter referred to as the "Lessee") as named on the rental agreement for the rental of an Assigned Storage Space (hereinafter referred to as the "Storage Space") identified below within the RV Storage Area (hereinafter referred to as "Storage Area"), in consideration of, and according to, the following terms and conditions and rules set forth by the board of directors.

#### **Terms and Conditions**

**Annual Rental Rate -** The annual rental rate is due by January 1<sup>st</sup> (maybe prorated). Up to 2 spaces may be rented per Lessee. Please submit a separate application and payment per storage space. (Board approval is required for additional spaces.)

**Term** - The term commences when Sentry Management receives the required documentation and payment. Terms are for the current physical year unless canceled by either Lessor or Lessee at any time upon thirty (30) days prior written notice to the other party.

**Renewal** - The rental agreement shall carry forward in January of the following year and renew automatically until the item is removed, whether by the Lessee or the Lessor. If removed by the Lessor, the Lessee will assume towing expenses.

Late Fees - Payments are due on the 1st of January and are considered late if not received by the 15th. If late, a 10% late fee will be applied to the Lessee's account. If more than 60 days late, the vehicle may be towed at the Lessee's expense without notification.

Assigned Storage Space – The Lessor will assign a numbered space to the Lessee within the Storage Area. The Lessee must only utilize this storage space and may not change spaces without board approval. Parking in any space other than your own will result in a fine of one hundred dollars (**\$100**) per occurrence.

Termination/Cancellation - A written thirty (30) day notice (delivered in person, mail, or email) must be given of your intent to end your agreement and remove your vehicle from the storage area. Rental fees will continue until written notice is received, even if you have removed your property. If the cancellation notice is received after the 1st of the month, the Lessee will still owe the annual prorated amount for that month. The above notification must be sent to the Sentry Management office.

The Lessor reserves the right to cancel an existing Rental Agreement if the Lessee is found not using the space as intended or for abuse or vandalizing any other property within the storage area.

Upon Termination/Cancellation, the Lessee shall return the storage space to the Lessor clean and free from any damage. The Lessee shall pay for damage caused outside of normal wear and tear.

**Rental** - a tenant will be allowed to rent a storage space; however, they must comply with the governing documents, rules and regulations, and cannot have open violations.

**Use** - The Lessee shall only use the storage space for its designed purpose and follow all legal regulations, laws, and requirements. See Rules for additional detailed information.

Control: The Board of Directors will do regular storage area inspections.

**Illegal Provisions -** Should any provision be found to conflict with any local, state, or Federal Law, it shall be considered null and void, and it shall not affect the validity of any other provision within the agreement.

Agreement - This agreement, together with any written and signed addenda hereto, constitutes the agreement between the Lessor and Lessee. Any changes or modifications must be in writing and signed by both parties. This agreement shall be binding upon the parties, heirs, administrators, executors, and successors and assigns. Any provision in this agreement found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining valid and in effect.

Indemnification - The Lessee hereby covenants and agrees to indemnify, save and hold harmless The Gates at Savannah Quarters Property Owners Association, their successors and assigns, their principles, and agents against any and all suits, losses, damages, and expenses incurred or sustained that may be based on any alleged injury, or death to any person or damage to any property that may occur or that may be alleged to have transpired because of or in consequence of the Lessee's alleged negligence, or that of its agent, servants employed, guests, or growing out of the existence, use or The Gates at Savannah Quarters occupancy of the above described facilities, or any portion thereof, and whether such claim be made by any employee of the Lessee or by a third person and whether or not that it shall be claimed that the alleged injury, including death or damage, was caused through the negligent act or mission of the undersigned, its agents, servants, employees, guests or otherwise, in connection with the use of the above described facilities, and all costs or other expenses arising there from; and the Lessee hereby requests the use of The Gates at Savannah Quarters Storage Area and services as specified above, and agrees to abide by all its rules and regulations.

### **Rules and Regulations**

#### Definitions

(a) "Authorized Vehicle/Vessel/Trailer" shall mean and refer to a Recreational Vehicle ("R.V."), Camper, Boat, or Utility Trailer. "Authorized Vehicle/Vessel/Trailer" shall not include any "Inoperable Vehicle" as defined by The Gates Board of Directors.

(b) "Inoperable Vehicle" shall mean and refer to any Vehicle/Vessel/Trailer which has outdated registration, is wrecked, burned, wholly or partially dismantled, or which lacks a wheel or wheels, or which is on blocks.

- 1. The gate will be secured with a combination lock. The lock combination will be changed at random times to ensure only those residents who have signed a lease agreement and have paid have access to the area. You will receive notice at least two (2) weeks prior of the new combination code being changed. Please make sure the gate is secure and the combination lock is reset upon leaving the RV Storage Area.
- 2. For the security of everyone's property gate codes are not to be requested or shared on social media. If you did not receive the new gate code, please contact the board or Sentry Mgt.
- 3. Only one (1) vehicle may exist within a storage space.
- 4. No storing of hazardous materials in the RV Storage area.
- 5. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, utility trailer, or other vehicle or equipment shall be conducted within the RV Storage Area.
- 6. Use of the RV Storage Area is for the parking of authorized vehicles only. These Vehicles shall be operable and kept in a clean orderly manner. Inoperable vehicles are prohibited in the storage area.
- 7. The Association may exercise its rights to tow improperly parked vehicles/trailers from the Association property in accordance with Georgia Law.
- 8. If no spaces are available, owners will be placed on a waiting list on a first come first serve basis. This list will be maintained by The Gates Management Company.
- 9. Only residents of The Gates at Savannah Quarters may rent a space in the RV Storage Area.
- 10. All storage spaces in the RV Storage Area shall be required to execute an Annual Storage Agreement.
- 11. The Association's RV Storage Area does not have 24-hour security. Therefore, owners, guests, tenants, and residents must act reasonably in protecting themselves against any criminal misconduct. The Association cannot and does not guarantee that these precautionary measures will deter or prevent criminal activity.
- 12. The Association is not responsible for any theft, damage or vandalism which may occur to any vehicle/trailer while parked in the RV Storage Area.
- 13. No person is allowed to sleep and/or temporarily or permanently reside in any vehicle while it is parked in the RV Storage Area.
- 14. No littering shall occur in the RV Storage Area. All trash must be removed by the resident.
- 15. No loud noise creating a nuisance shall be allowed.
- 16. Owner of vehicle releases The Gates Property Owners Association from any and all liability for damage to or theft of property. USE OF THE RV STORAGE AREA IS AT YOUR OWN RISK.
- 17. The Lessee will report any violation(s) of these rules and any other problems within the RV Storage area to the POA immediately.
- 18. The Lessee will maintain proper insurance on the vehicle at all times and accept any and all liability involved with storing a vehicle in the RV Storage area.
- 19. Violations of these rules may result in a fine assessed by the POA and towing/removal of property from RV Storage area at the expense of the owner(s).
- 20. The Gates POA will send an official notification of such violation to the owner of a vehicle/vessel that is in violation of these rules. Such notification will be sent to the owner's address on record that has been provided to the Association. The owner will be provided a 15-day grace period to cure such violation without penalty. If the violation is not remedied within 15 days of the Association sending such notification, the Association may levy a fine against that owner following the fine process provided by the Association Fine Policy. At any time after 15 days following the initial notification of violation of these storage rules, the Association may, at its sole discretion, elect to have the vehicle/vessel removed and impounded. If an owner's vehicle/vessel is to be removed and impounded, the Association will send to the owner's address of record that has been provided to the Association, a notification of the date that the removal will take place. The Association will send the owner notification of the intended removal no less than 15 days prior to the intended removal.

Lessee Signature

Date

Print Name



# Recreational Vehicle Storage Rental Agreement

Applicant Information					
Applicant Type: (please check one	) Homeowner 🗆	] Tenant 🗆			
Date:					
First Name:		Last Name:			
Gates Address:		City/State:		Zip	):
Phone:	Ema	il:			
Emergency Contact:	Phone:				
Vehicle Information					
Type of item being stored*: (plea *Only one vehicle may be listed and stored		RV 🗆	Camper 🗆	Uti	lity Trailer □
Description:					
Make:	Model:	Year:		Color:	
Size /Overall Length (ft.): (Measurement includes tongue & motor)		Tag:			
Registration Number:	ame and Gates address)	Expiration	n Date:		
		HULL Numbe (Boats Only)	r:		
Insurance Information					
Policy Number:		Company:			
	Office	Information			Checklist
Payment Information					□ Application
Date of Payment:	·		Check #:		□ Insurance Policy
Assignment Information					3 Photos
Assigned Space:					Payment