

LEASE AGREEMENT FOR SPACE IN VEHICLE STORAGE COMPOUND

THIS LEASE AGREEMENT is made and entered into on this the _____ day of _____ 20____, by and between MOBILE ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Lessor", and the person renting space in the vehicle storage compound hereinafter referred to as "Lessee": This lease expires on next October 31st. Each year on or before November 1st all applications shall be resubmitted for an assignment of space with priority given to Cooperative Members. A lease does not auto-renew and is no guarantee that a space will be available. A lease may be extended by an addendum to this lease at lessors option.

Name(s)/Lessee: _____

Email Address: _____

Phone: _____ Alt. Phone _____

Street: _____ Alt. Street _____

City: _____ Alt. City _____

State: _____ Alt. State _____

Zip Code: _____ Alt. Zip Code _____

FOR AND IN CONSIDERATION of the covenants, premises and agreements contained herein as hereinafter set out, Lessor does hereby let and lease unto Lessee Space No. _____ (hereinafter, "Space") in the MOBILE ESTATES HOMEOWNERS ASSOCIATION, INC. VEHICLE STORAGE COMPOUND (hereinafter "Vehicle Storage Compound") for the fee of **Twenty-Five Dollars (\$25.00) per month**, payable in advance, for use of the Space for the sole purpose of storing the following vehicle or other named item owned by Lessee:

Item: _____

Make: _____

Model: _____

Year: _____

VIN #: _____

1. VEHICLES: Only road operable vehicles, or other items approved by Mobile Estates, shall be stored on the Space. Road operable vehicles include the following vehicles: Economy Cars, Family Cars, Sedans, SUV's, Luxury Vehicles, Sports Cars, Vans, Motorcycles, Recreational Vehicles, Commercial Vehicles, Trucks, Campers, Trailered Boats, kayaks, and trailers.
2. REGISTRATION AND LICENSE: A copy of the current registration, license or ownership papers for the vehicle or item to be stored on the Space shall be kept in the Mobile Estates Management office.
3. LIMIT ON SPACES: The Space can only be utilized by a Lessee who is a **Member of the Cooperative or is a Resident of Mobile Estates**. Lessee shall not utilize the Space for the benefit of any third party, and/or family member that has not been approved by MOBILE ESTATES. Lessee may not lease more than two (2) spaces simultaneously and only then after all other Members of the Cooperative have had an opportunity to lease a space. All on a first come, first served basis except, with priority given to the Members of the Cooperative.
4. REPAIR: No repair work may be done on the vehicle or items while being stored on the Space in the Vehicle Storage Compound.
6. LATE CHARGES: A late charge of \$5.00 will be added to any monthly rental payment that is more than seven (7) days past due. Notwithstanding such late charges, failure to pay said monthly payment on or before the due date shall be deemed a default by Lessee under terms of this Agreement.
7. RENEWAL: This Agreement shall continue in full force and effect from month to month upon the payment of the aforesaid rental amount subject to termination on five (5) days written notice by either party until the lease expiration on October 31st. Each year on or before November 1st all applications shall be resubmitted for an assignment of space with priority given to Cooperative Members. A lease does not auto-renew and there is no guarantee that a space will be available.
8. DEFAULT: In the event the Lessee defaults or fails to comply with any term or condition of this Agreement, Lessee will pay all cost of enforcement incurred by Lessor, including reasonable attorney's fees.
9. LIABILITY: Lessee hereby accepts liability for any and all damages to the above stated Space and appurtenances and every part thereof caused by Lessee, his employees, his heirs, or invitees, which occur during the period of this Agreement.
10. INDEMNITY: Lessee shall save Lessor harmless from and shall indemnify Lessor against any and all claims, actions, proceedings, damages, liabilities, including attorney's fees, by Lessee, his employees, his heirs, or invitees, arising from or connected with Lessee's possession and use of the Space.
11. LIMITED LIABILITY: Lessee acknowledges that he has inspected the Space and is satisfied that the Space is adequate for safe storage of Lessee's vehicle or item. Lessor, or his agents or employees, reserves the right to go upon the Space whenever Lessor deems it necessary to preserve person or property, for the safety or for

maintenance of the Vehicle Storage Compound but Lessor assumes no responsibility for tending to any vehicle and/or property stored in said Space. Lessor will make reasonable efforts to contact the Lessee of dangerous conditions requiring Lessee's attention, but the above stated contact and notification shall be considered gratis by Lessee and is no part of the consideration given herein Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.

12. FIRE, THEFT, ACTS OF NATURE: Lessor shall not be liable either jointly or severally for damage to the vehicle or property of the Lessee, his employees, his heirs, or invitees, while the same are within the geographical limits of the Vehicle Storage Compound that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure the Vehicle Storage Compound from theft or damage to the vehicle, but it shall be the responsibility of the Lessee to insure, at his own expense, the space and/or vehicle or property stored on the Space against said losses.

13. APPROVAL OF PROPERTY: The vehicle or property to be stored in the Space by Lessee shall be approved by the Lessor and no vehicle property or boat shall protrude out of the Vehicle Storage Compound space.

14. NON-TRANSFERABLE: This Agreement shall not be transferable, assignable or the above Space sublet without the prior written consent of the Lessor.

15. DUE CARE: Lessee agrees to exercise due care in the occupation, possession, and use of the Space and to vacate the same in good condition, wear and tear occasioned by normal use expected.

16. RESTRICTED USE: Lessee shall not use the Space or any vehicle, property or boat stored thereon as a residence or in any form of permanent living quarters or as a business office and the same shall not be occupied overnight.

17. RULES AND REGULATIONS. By the execution hereof, Lessee acknowledges that the use of the Space is subject to the Cooperative Documents, as they may be amended from time to time. Lessee acknowledges receipt, review and acceptance of such Cooperative Documents and agrees to comply with all of the conditions, restrictions, covenants, reservations, easements and other terms of same, including any and all rules which must be promulgated from time to time with respect to the community. Lessee understands and agrees that the Cooperative Documents are subject to modification, deletion and additions from time to time, at the sole discretion of Lessor for the benefit of management and/or the Community. Lessee covenants and agrees to abide by all such rules and regulations and restrictions as follows as shall be now or hereinafter be in effect.

18. DEFAULTS. In the event that the Lessee defaults in his financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement, the Lessor's Cooperative Documents or applicable law, Lessor shall have the right to:

- (i) Revoke Lessee's Agreement and exclusive use of the Space;

- (ii) Terminate this Agreement and require the Lessee turn over control of the Space to Lessor without any obligation to Lessee, financially or otherwise;
- (iii) Enter upon the Space and remove the vehicle, boat or any item stored there pursuant to Florida Law, including Chapter 715, Florida Statutes;
- (iv) Exercise any and all other rights and remedies available to Lessor herein, in the

19. SECURITY. Lessor makes no warranties or representations concerning Cooperative Documents, at law or in equity. the security of the Vehicle Storage Compound. Lessor shall have no obligation to provide security for same. Lessee expressly agrees that any vehicle and/or boat or other personal property left in the Space is left at the sole risk of Lessee and that Lessor assumes no responsibility for such property. Lessee further expressly agrees that Lessee and all other persons shall use the Space at their own risk, and that the Lessor owes no duty of security or protection to Lessee or such other persons.

20. MISCELLANEOUS PROVISIONS

(a) All understandings and agreements between Lessor and Lessee with respect to the Space are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated orally and may be amended or modified only by an instrument in writing signed by Lessee and an authorized officer of the Lessor.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement shall only lie in courts located in Sarasota County, Florida. The prevailing party in any action arising directly or indirectly from this Agreement or Lessee's use of the Space shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

(c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement.

(d) All individuals named herein as Lessee are jointly and severally liable for all obligations pursuant to this Agreement.

(e) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. Lessee agrees that the rights of Lessor under this Agreement are cumulative and that any failure on the part of Lessor to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.

(f) All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.

(g) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns. Any purported assignment or transfer by Lessee shall be a default of this Agreement and will be considered null and void and invalid by Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date and year set forth below their respective signatures.

Signed, sealed and

delivered in the presence of:

MOBILE ESTATES HOMEOWNERS
ASSOCIATION, INC.

Sign: _____

By: _____

Print: _____

As its _____

Sign: _____

(Corporate Seal)

Print: _____

Signed, sealed and delivered in the presence of:

Sign: _____

Print: _____

Sign: _____

Print: _____

Lessee(s)

Sign: _____

Print: _____

Sign: _____

Print: _____