

**2021 RENTAL CONTRACT**

COVERED Space # \_\_\_\_\_ If moved # \_\_\_\_\_

**THIS WRITTEN AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF BOTH PARTIES. NO ORAL AGREEMENTS OR REPRESENTATIONS HAVE BEEN MADE.**

Renter's Name (please print): \_\_\_\_\_

Highland Haven Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address if other than above: \_\_\_\_\_

Email: \_\_\_\_\_

Other Phone #'s: \_\_\_\_\_

**RENTAL PROPERTY DATA:**Copy of state registration, etc. in Named Member's Name is provided: YES ☐

Property to be stored	RV ONLY	BOAT ONLY	TRAILER ONLY	PWC ONLY
State License Plate #				
Make/Model				
Vin # or TPWL # or Manu. ID #				
Length				
Width				
Color				

**ANNUAL FEES: Please make checks payable to the HHPOA**

Space #	Type	Space Length	Space Width	Restrictions	Fee
1	Enclosed	26'	9'	Renter-Owned Pop-up/Short MH/Boat	\$384
2	Enclosed	33'	12'	Renter-Owned 28 ft. or more RV Only	\$480

Space #	Type	Space Length	Space Width	Restrictions	Fee
3 – 14	Pull-Thru	49'	14'	Renter-Owned 30 ft. or more RV Only	\$576
15 – 29	Back-In	35'	12'	Rent-Owned RVS/Boats	\$480
113-123	Back-In	24'	10'	Renter-Owned RV'S/Boats/PWC	\$384

**NOTES**

1. Annual fee covers period January 1 through December 31.
2. Annual rents due by January 1. Renewal Notices will be emailed/mailed to renter's contact address on file at least 30 days prior to payment due date. A late fee of \$25 will be assessed on payments received after January 1. If payment is not received by January 5, the rental property can be disposed of and the space reassigned.
3. Rentals of less than one year will be prorated to December 31. No rent will be charged for first month if rental period is less than ten (10) days.
4. Refunds are based on prorated use. No refund for final month if the space is used for ten (10) days or more that month.
5. Property owners and renters are reminded of residence and vacant lot parking restrictions imposed by The City of Highland Haven, Burnet County, Texas.

**RECORD of PAYMENT**

Period:	Date if prorated:	Fee	Check #	Date	Remarks
1/1/21 - 12/31/21	/ /21 - 12/31/21	\$			

**REFUND:** Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Check #: \_\_\_\_\_ Initials of HHPOA Officer: \_\_\_\_\_**By signing this Rental Contract, I understand that all previous contracts are superseded and I accept all requirements for storage of my personal property.**\_\_\_\_\_  
Signature of Qualified Renter\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of HHPOA Officer\_\_\_\_\_  
Date

**2021 RENTAL CONTRACT**

COVERED Space # \_\_\_\_\_ If moved # \_\_\_\_\_

**A. LESSOR:** Highland Haven Property Owners Association, Inc. (HHPOA)**B. QUALIFIED RENTER:** HHPOA Member as defined by the association by-laws with rental on an annual basis. **Exception:** Owners of lots-only are ineligible as Qualified Renters. The lot must have a house on it and be occupied by the owner as a primary residence or second home.**C. RESTRICTIONS:**

1. Covered storage spaces are restricted to renter-owned property as further described:
  - a. Spaces 3-14 are restricted to RVs (motor home, 5<sup>th</sup> wheel, travel trailer) 30' or longer.
  - b. Other spaces are restricted to RVs (motor home, 5<sup>th</sup> wheel, van conversion, slide-in camper, travel trailer, or boat).
  - c. Personal Water Craft are restricted to spaces 113-123.
2. **Only one** of the above listed properties is allowed per storage space (Exception-double trailer PWC allowed).
3. If a renter wishes to substitute an item of personal property other than that listed on the contract, prior approval from the HHPOA Rental Space Coordinator is required and includes state issued paperwork (ie -vehicle registration) in named member's name. Any property that is placed in a space without notifying the Rental Space Coordinator is subject to removal.
4. This contract and the space assigned therein are not transferable and non-assignable by the renter. The rental contract will terminate with any attempted transfer assignment to a third party.
5. Renter may rent no more than **2 covered spaces**.
6. If no space is available, the applicant will be placed on a waiting list for space assignment.

**D. CONDITIONS:**

1. The HHPOA shall not be liable for damage claims to persons, including Renter, Renter's family, guests or invitees or for any property damage from any cause related to Renter's use of the rental space or use of the storage facility during any term. Member shall indemnify the HHPOA, it's agents, employees and representatives against any and all loss or other damage claims or obligations because of or arising out of this contract even if the indemnified party was negligent. Renter hereby releases the HHPOA, it's agents, employees and representatives from any and all liability arising out of or caused from Renter's use of the assigned space, including but not limited to loss or damage due to theft, fire, any act of God or any construction work at the storage facility.
2. All damage, theft or other loss must be reported immediately to the Rental Space Coordinator and an incident report must be filed ASAP with the Burnet County Sheriff's Dept by the Space Renter.
3. The HHPOA Board of Directors is the sole judge in determining whether or not any part of this contract has been violated.
4. In the event of a contract violation, the renter will be contacted by the Rental Space Coordinator and have ten (10) days to correct the problem or the rental property will be removed at owner's expense and the rental contract will become null and void and the space reassigned.
5. Renter is responsible for insurance of stored property to include contents.
6. Proof of ownership (ie - state registration) of the property(s) to be stored is required in support of this rental contract.
7. Renter will not make any alterations to the structure or ground surface.
8. Storage of spare tires, parts, fuel containers, and any other materials not attached to the rental unit is prohibited.
9. Custom covers that may cover the personal property will be secured and kept in good repair. Tarps are not allowed.
10. The rental unit must remain in mobile condition e.g. no flat tires.
11. The HHPOA has the right to reassign parking spaces as needed and will notify renter accordingly.
12. Any renter who is no longer a resident must remove his/her stored property within 10 days of the residential property closing and notify the Rental Space Coordinator.
13. Failure to satisfy payment requirements to HHPOA could result in revocation of rental privileges and/or disposal of stored property.
14. Renter will reimburse HHPOA for the cost of any and all damage (willful or accidental) caused by renter, guest, or invitee.
15. Covered storage spaces are of varying heights, lengths and widths. Renter is responsible for determining if proposed space assignment has sufficient clearance for their property prior to signing the rental contract.

Initials of Renter: \_\_\_\_\_