2021 RENTAL CONTRACT

STORAGE Locker #_____

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

Renter's Name	(please print):								
Highland Have	n Address:		Phone #:						
Mailing Addres	s if other than above:				_				
Email:			Other Phone #'s:						
ANNUAL FEES: <u>Please make checks payable to the HHPOA</u> Storage lockers #1 - #15 are \$384 per year (\$32 per month)									
 NOTES: Annual fee covers period January 1 through December 31. 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 1st. If payment is not received by January 5, the rental unit can be emptied at owner's expense and the locker reassigned. 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. Refunds are based on prorated use. No refund for final month if the space is used for ten (10) days or more that month. 									
RECORD OF F	PAYMENT:	\$25 maintenance fee received: YES \Box			Date:				
od	Date if prorated	Fee	Check #	Date	Remarks				

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

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By signing this Rental Contract, I understand that all previous contracts are superseded and I accept all requirements for storage of my personal property.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

HIGHLAND HAVEN PROPERTY OWNERS ASSOCIATION 510-B HIGHLAND DRIVE HIGHLAND HAVEN, TEXAS 78654 hhpoastorage@highlandhaventx.com

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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. <u>Exception</u>: 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. Storage locker rental is restricted to named member's use. The locker is not to be used by any other persons.
- 2. This contract and the locker 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.
- 3. Renter may rent no more than 1 Storage Locker.
- 4. If no space is available, the applicant will be placed on a waiting list for locker 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 locker will be emptied at owner's expense and the rental contract will become null and void and the locker reassigned.
- 5. Renter is responsible for insuring the contents in the locker.
- 6. A one-time, non-refundable clean up and maintenance fee of \$25 is required of all renters at the time of the initial rental.
- 7. Storage of flammable materials such as fertilizer, fuels, chemicals, paint, explosives, and ammunition is strictly prohibited.
- 8. Storage of such items as trash, junk and garbage is strictly prohibited.
- 9. Renter will not make any alterations to the storage locker. For example, drilling holes in the walls in order to mount shelves is strictly prohibited. All shelving must be free standing.
- 10. 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.
- 11. Failure to satisfy payment requirements to HHPOA could result in revocation of rental privileges and/or disposal of stored property.

Initials of Renter: