

Los Racimos 2018-2019 RV Storage Rules And Rental Agreement

1. In order to utilize the RV Storage area, you must be current in assessments and you may not have any open compliance issues.
2. Homeowner to completely fill out sign as well as initial page 1 number 2. Under Rules and Regulations and return this entire packet with photo of vehicle and photo of the license plate, insurance and registration.
3. If you are a tenant, you must have the owner email Preferred Communities their authorization to use the RV Storage.
4. Lease agreements expire at the end of each year (no matter what month that you leased).
5. Stored Vehicles must be in "drivable condition". NO inoperable vehicles, car parts, wrecked vehicles or equipment with flat tires will be allowed to remain in the lot.

Internal Use:

_____ Assessments Current
Initial & Date

_____ Lease agreement complete with signatures and initials
Initial & Date

_____ Photos received
Initial & Date

_____ Insurance and registration received
Initial & Date

_____ Authorization from owner if tenant
Initial & Date

_____ Entered information in Caliber
Initial & Date

_____ Scanned agreement and placed in Caliber
Initial & Date

Revised November 2018

Los Racimos RV Storage

Rules and Rental Agreement

Definitions

- (a) "Authorized Vehicle/Trailer" shall mean and refer to a Recreational Vehicle ("R.V."), Boat, Trailer, Truck used for transporting 5th wheeler units, or passenger vehicle. "Authorized Vehicle/Trailer" shall not include any "Inoperable Vehicle" as defined by the Los Racimos Association Board of Directors.
- (b) "Inoperable Vehicle" shall mean and refer to any vehicle which has outdated registration, is wrecked, burned, wholly or partially dismantled, or which lacks a wheel or wheels, or which is on blocks.

Rules and Regulations

1. Permission to store vehicle(s) in the RV Storage area is given by the Board and can be revoked at any time with a 14-day notice or end of payment period, whichever comes first.
2. 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 with the new combination code. **Please make sure the gate is closed and secure upon leaving the RV Storage Area.**
3. Vehicles/vessels must not block the gate.
4. No storing of hazardous materials in the RV Storage area.
5. No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, 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.
7. No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles. All motor vehicles must have adequate muffler and exhaust systems. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb Owners/Residents of the Project.
8. The Association may exercise its rights to tow improperly parked vehicles/trailers from the Association property in accordance with Arizona Law.
9. Los Racimos RV Storage Area users will be charged a monthly fee of \$45 per space. **You will NOT receive a monthly statement.** It is up to you to make sure payments are received on time. Payments are due the 1st of each month and considered late if not received by the 30th of the month. A \$15 late fee will be applied to your account. If you become more than 60 days late, your vehicle may be TOWED at your expense without further notification.

Note: Prepayment of use fees in advance, shall not prevent the Association from terminating the User's right to utilize the designated space, if the User is not otherwise in compliance with these rules and regulations.

10. If no spaces are available, owners will be placed on a priority waiting list on a first come first serve basis. This list will be maintained by the Los Racimos Association Property Management Company.
11. All applicants for RV Storage Spaces must provide proof of current residency in Los Racimos.
12. All Los Racimos Association allocated spaces in the RV Storage Area shall be required to execute a Monthly Use/License Agreement and a Vehicle/Trailer Registration Form.
13. The Association's RV Storage Area does not have 24-hour-a-day security guards patrolling the RV Storage Area. 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.
14. 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.
15. No person is allowed to sleep and/or temporarily or permanently reside in any vehicle while it is parked in the RV Storage Area.
16. No littering shall occur in the RV Storage Area. All trash must be placed in designated waste containers.
17. No loud noise creating a nuisance shall be allowed.
18. Owner of vehicle releases Los Racimos Inc. Association from any and all liability for damage to or theft of property. **USE OF THE RV STORAGE AREA IS AT YOUR OWN RISK.**
19. Residents will report any violation(s) of these rules and any other problems within the RV Storage area to the HOA immediately.
20. Residents 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.
21. Violations of these rules may result in a fine assessed by the HOA and towing/removal of property from RV Storage area.
22. Any vehicle/vessel stored on Los Racimos Inc. Association property that is in violation of these rules is subject to being towed or otherwise removed from the HOA property to an impound location at the expense of the owner(s) of the vehicle/vessel, as further described in these Rules.
23. Los Racimos Inc. Association 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 owner's address of 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 Association Fine Policy and Arizona Revised Statutes. At any time after 15 days following the initial notification of violation of these parking and 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 to the owner notification of the intended removal no less than 15 days prior to the intended removal.

24. Termination/Cancellation: A written two week notice (delivered in person, USPS 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.

Fees are NOT pro-rated upon cancellation. If cancellation notice is received after the 1st of the month, you will still owe for that month.

Los Racimos Inc.

PO Box 5720
Mesa, AZ 85211-5720

STORAGE RENTAL AGREEMENT

Date: _____, 20____.

This Storage Rental Agreement (this "Agreement") is made between the parties identified below as "Lessor" and "Lessee" (which terms are used without reference to number). Lessor and Lessee agree to all of the terms and conditions of this Agreement. Lessee acknowledges that it has read and approved this Agreement and that it has received a copy of this Agreement.

THIS AGREEMENT EXTENDS TO BOTH SIDES OF THIS PAPER

LESSEE:

LESSOR:

Los Racimos, Inc.

(Print Name)

An Arizona non-profit corporation

(Signature)

By: _____
Authorized Representative

Address: _____

Address: Los Racimos Inc
PO Box 5720
Mesa, AZ 85211-5720
(480) 649-2017

Telephone: (____) _____
Email: _____

1.LEASE PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on all the terms and conditions of this Agreement, storage space (hereinafter called the “premises”) within the vehicle storage facility located at Wayne Ranch Community Association, Queen Creek, Arizona 85242.

2.USE. Lessee shall use the premises solely for storage of the following:

Recreational vehicle (and related personal property contained therein):

VEHICLE TYPE: _____ YEAR AND MAKE _____
LICENSE: STATE: _____ NUMBER: _____ COLOR: _____
LENGTH: _____

3.TERM. The term of this Agreement shall be one (1) year (or proration), commencing _____, 2019, and ending **December 31, 2019**, subject to further provisions hereof regarding renewal and termination. This Agreement shall AUTOMATICALLY TERMINATE at the end of the one-year term if Lessee does not renew it. The Lessee MAY RENEW this Agreement ONLY by paying the annual rental fee for the next year by the 15th day of the last month of the expiring one-year term. Lessor may TERMINATE this Agreement with or without cause at any time, in either case by giving Lessee

written notice not less than 10 days prior to the effective date of termination and by refunding any unearned rental fees.

4.RENT. **Rent for the above-stated term shall be \$45 per month, due on the 1st day of each month.** Except as provided in paragraph 3, RENT PAYMENTS ARE NOT REFUNDABLE. If this Agreement is renewed as provided in paragraph 3, the rent, which shall be paid by Lessee for the next one-year term, shall be at the rental rate then being offered by Lessor for similar storage space at the same location.

LESSOR IS NOT REQUIRED TO SEND OUT BILLING STATEMENTS OR REMINDERS. LESSEE REMAINS OBLIGATED TO PAY ALL RENT AND OTHER AMOUNTS REQUIRED BY THIS AGREEMENT REGARDLESS OF WHETHER LESSOR SENDS, OR LESSEE RECIEVES, ANY SUCH BILINGS, STATEMENTS OR REMINDERS.

In the event any rent payment or other amount required to be paid by Lessee is not paid within 30 days after it is due, Lessee shall pay, a late charge of \$15.00 to defray clerical and administrative expenses which ordinarily result from such delinquencies. Notwithstanding the foregoing, Lessor may terminate this Agreement at any time when Lessee is in default of rent or other amounts hereunder.

5.LIEN. THIS AGREEMENT IS NOT A BAILMENT BUT IS AN AGREEMENT AS TO THE USE OF STORAGE SPACE ONLY. **LESSEE AGREES THAT LESSOR SHALL HAVE A LIEN AGAINST ALL PROPERTY STORED IN THE PREMISES AS OF THE DATE THE RENT IS UNPAID AND DUE TO SECURE PAYMENT OF RENT AND OTHER AMOUNTS HEREUNDER. SUCH LIEN ALLOWS THE LESSOR TO SELL THE STORED PROPERTY PROVIDED THERE IS NOTICE TO THE OWNERS THEREOF AND LESSOR OTHERWISE COMPLIES WITH APPLICABLE LAW.** ENFORCEMENT OF SAID LIEN DOES NOT CONSTITUTE AN ELECTION OF REMEDIES AND LESSOR MAY, AFTER SALE, PURSUE LESSEE FOR DELINQUENT RENT, DAMAGES, ATTORNEY’S FEES AND ALL OTHER DAMAGES NOT SATISFIED BY THE PROCEEDS OF ANY SALE OF LESSEE’S STORED PROPERTY.

Lessee further agrees to disclose the following to Lessor: (1) Any lien holders or secured parties who have an interest in property that is or will be stored on the premises and (2) whether any protected property is or will be stored on the premises.

6.NOTICE. Any notices required or permitted hereunder shall be in writing and shall be given either by

personal delivery or by U.S. mail, postage prepaid, addressed to the party to receive such notice at the address set forth herein for such party, provided, however, that a party may change its address for purposes of notice by giving the other party written notice of such change. Notice shall be deemed given and effective upon delivery, or upon deposit in the mail (as evidenced by the postmark), if mailed.

7.RULES AND REGULATIONS. Lessee agrees to comply with the rules and regulations of Lessor, a copy of which has been provided to Lessee, and further agrees the Lessor shall have the continuing right to amend such rules and regulations from time to time as Lessor in its sole discretion shall deem proper, and Lessee agrees to comply with such amendments within a reasonable time following notification of such amendments. Lessor acknowledges that Lessee has read the rules and regulation provided to Lessee. Lessee acknowledges that any breach by guests, invitees or affiliates of Lessee of the rules and regulations of Lessor shall be the responsibility of Lessee.

8.ASSIGNMENT. Lessee shall not assign, transfer or lease the premises or any portion thereof, or this Agreement.

9.WASTE: QUIET CONDUCT: MAINTENANCE. Lessee shall not make or permit any alterations of the premises. Lessee shall not commit, or suffer to be committed, any waste upon the premises or on or in any building or property adjacent to the premises, nor shall Lessee use the premises for any business use or purpose, or in any manner deemed by Lessor to be disreputable or hazardous. Lessee shall take good care

of the premises and make all the repairs necessitated or occasioned by the act or neglect of Lessee or any agent of Lessee or other person for whose act Lessee is responsible.

10.DANGEROUS MATERIAL: COMPLIANCE WITH LAW. The storage of welding or flammable, explosive or other inherently dangerous material or equipment is prohibited. Fuel driven equipment may be stored only if the fuel tanks are closed at all times. Lessee shall not store on the premises any items, or commit, or permit to be committed, any act on or around the premises, which shall be in violation of any order or requirement imposed by any board of health, sanitary department, police department or other government agency or in violation of any other legal requirements or do any act or cause to be done any act which creates or may create a nuisance.

11.LESSOR'S RIGHT OF RE-ENTRY. In the event of any default by Lessee hereunder, or if Lessee shall abandon the premises, Lessor may re-enter the premises to remove all property there from, in which event this Agreement shall terminate, without prejudice to Lessor's right to recover rents due and unpaid through the date of such re-entry, damages in respect of any default under this Agreement and such other amounts as may be recoverable pursuant to law, or Lessor may enforce all of its right and remedies under this Agreement. Lessee agrees that Lessor and Lessor's agents and other representatives shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary.

12.ABANDONMENT OF LESSEE PROPERTY. Any property, which shall remain on the premises after the expiration or termination of this Agreement, shall be deemed to have been abandoned and either may be retained by Lessor as its property or disposed of in such manner as Lessor may see fit. If such property or any part thereof shall be sold, Lessor may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any unpaid rents or other charges payable hereunder and any damages to which Lessor may be entitled.

13.RECOVERY OF ATTORNEYS' FEES AND COSTS. In the event any action is instituted by Lessor to enforce any provision hereof, to recover any rents due or to recover possession of the premises for any default or breach of this Agreement by Lessee, Lessee shall pay Lessor's reasonable attorney's fees, costs and expenses.

14.SUCCESSORS. All provisions hereby shall apply to the heirs, executors, representatives and successors of the Lessee (subject to paragraph 8).

15.NON-LIABILITY OF LESSOR FOR DAMAGES: INSURANCE OBLIGATION OF LESSEE. This

Agreement is made on the express condition that Lessor is to be free from all liability and claim for damages by reason of injury of any kind to any person, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this Agreement or any renewal hereof, except injuries caused by the gross negligence or recklessness of Lessor or Lessor's agents, and Lessee hereby agrees to indemnify and hold harmless Lessor from and against any liability, loss, cost (including, without limitation, attorneys' fees) or obligation on account of or arising out of any such injuries or losses. **Lessee shall maintain fire, extended coverage and comprehensive liability insurance, covering the full insurable value of all goods or other property stored on the premises (less normal deductibles) in value and any damages of any nature (i.e., fire, theft or damage)(less normal deductible) and containing a waiver of any subrogation rights of the insurer against Lessor.**

16. MISCELLANEOUS. If Lessee consists of more than one person, obligations hereunder shall be joint and several as to the parties comprising Lessee, and if the parties comprising Lessee are married to one another, obligations hereunder shall also be obligations of the marital community. Interpretation and enforcement of this Agreement shall be governed by Arizona law.

IT IS THE RESPONSIBILITY OF THE LESSEE TO INFORM THE ASSOCIATION THAT THEY ARE NO LONGER USING THE RV STORAGE AREA, CHARGES ARE POSTED ON THE FIRST DAY OF EVERY MONTH.