

# RIVERWALK KAYAK STORAGE AGREEMENT

Date: \_\_\_\_\_ RW Sticker # \_\_\_\_\_ Rack # \_\_\_\_\_ Space # \_\_\_\_\_

Name: \_\_\_\_\_ If Leasing in Riverwalk, Unit Owner's Name \_\_\_\_\_

RW Address/Unit No: \_\_\_\_\_ - \_\_\_\_\_ Preferred Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Current Annual Fee: \$50.00 per space except space #s 4 & 8 (lowest) which are \$100

Check One:  Kayak       Canoe       Paddleboard      Color: \_\_\_\_\_

The Undersigned, as a requirement for the use of the Riverwalk Kayak Area Storage Rack, agrees that:

1. I agree that the annual fee will be added to the Owner Account and payable with Quarterly Dues. Unless you are leasing your home in Riverwalk then a check should be given to the office.
2. This agreement shall be for a term of one (1) year, renewable July 1<sup>st</sup> of each year, or until terminated as provided herein, or upon written notice of termination to the Association. Storage fees may be changed by the Board at any time and such change will become effective on July 1<sup>st</sup> following the date the change was approved. Storage fees are not pro-rated and are not refundable.
3. Kayak storage space(s) must be filled within 30-days after notification by the HOA to the resident that a space is available. If space is vacant after 30-days, that space will be revoked and reassigned to a new resident on the wait list. No refund will be issued.
4. The Association is not responsible or liable for any theft, damage or injury to persons and/or property related to the use and occupancy of the assigned rack space. It is strongly encouraged to lock your vessel.
5. The space assigned to me is exclusively for my personal use, and I will not use the assigned space for any other purpose or sublet this space or permit anyone else to use this space at any time.
6. I will abide by all Riverwalk Rules and Regulations presently in effect and any amendments thereto, including but not limited to the use of the Kayak Storage Rack.
7. I agree not to leave any trash or garbage at the storage area. Any items or refuse on the ground will be disposed of.
8. In the event that I have a tenant who is the Lessee of the space herein and this Agreement is terminated by the Association, I agree to assume full responsibility to notify my tenant of such termination and for any removal of my tenant's canoe or kayak or personal property relating thereto should my tenant fail to remove same, including any costs, damages, fees for disposal, storage and/or removal and agree that neither I nor my tenant will look to the Association for reimbursement of same, and I will hold the Association harmless in this regard.
9. I agree that in the event any unit I own is more than 30 days delinquent in the payment of this fee or any other Association assessment, the Association has the sole discretion and authority to immediately and automatically terminate this agreement.
10. I agree that if I am no longer a Riverwalk Unit Owner, whether by sale, foreclosure or otherwise, this agreement shall terminate immediately and I will forfeit any lease fee and rights to my storage rack space and I agree to notify my tenant, if applicable, of such termination and for any removal of my tenant's canoe or kayak or personal property relating thereto should my tenant fail to remove same, including any costs, damages, fees for disposal, storage and/or removal and agree that neither I nor my tenant will look to the Association for reimbursement of same, and I will hold the Association harmless in this regard.

\_\_\_\_\_  
**Signature of Resident Leasing Space**

\_\_\_\_\_  
**Date**

For Office Use Only

Received by: \_\_\_\_\_

Revised 08-03-2022