

# RIVERWALK KAYAK/CANOE STORAGE RACK AGREEMENT

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

Owner/Tenant Name: \_\_\_\_\_ If Tenant, Unit Owner's Name \_\_\_\_\_

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

Current Lease Fee: \$25.00 Ea. Check One: Kayak  Canoe  Color: \_\_\_\_\_

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

1. I agree that the lease fee will be added to the Owner Account and payable the following Quarter.
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 by the Lessee 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/canoe 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. Each unit will be allowed one rack space. In the event an owner/resident wants to store more than one kayak/canoe on the storage rack, an additional lease fee will be charged.
5. 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.
6. 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.
7. 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/Canoe Storage Rack.
8. I agree not to leave any trash or garbage at the storage rack facility.
9. In the event that I have a tenant who is the Lessee 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.
10. 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.
11. 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

For Office Use Only

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

Revised 09-23-2021