

Recreational Vehicle Storage Rental Agreement

Section A – Definitions

1. Definitions

Recreational vehicle in the context of this Agreement refers to any RV, Camper, Boat, Boat Trailer and Non-Boat Trailer.

LHCC refers to the Lake Holiday Country Club located at 1045 Lake View Drive, Cross Junction, Virginia.

Recreation vehicle parking & storage area refers to the common property adjacent to the Ball Field/Mail Station area and the School Bus parking lot.

Member refers to both a Lake Holiday Country Club resident and/or a lot owner.

Agreement Holder refers to the member who rents a parking space at the LHCC storage parking facility

2. Fees and Charges

All facility rental fees will be determined solely by the Lake Holiday Association Board of Directors. The fees in effect at any given time are set forth in the annual Fee Schedule.

3. Member Use

The storage parking facility is open to all LHCC Eligible Members as defined in the LHCC Bylaws.

Section B –Registration Requirements

Vehicles not currently defined in this Agreement, will be reviewed/approved by the Office contingent on the type of vehicle being stored and availability of space in LHCC's Storage Lots. Unapproved stored property will be removed at the owner's expense.

Any recreational vehicle stored in the facility must be registered with the Administrative Office and display proper stickers or it will be removed at the owner's expense.

1. Boats

- Completed registration form
- Copy of state registration
- Copy of boat insurance
- Boat test (Every 2 years)

- Pay any fees associated
 - Boat inspection (if required)
2. Recreational Vehicles
 - Completed registration form
 - Copy of vehicle registration
 3. Trailers
 - Completed registration form
 - Copy of trailer registration

Section C – Agreement Conditions

The Agreement Holder must be a LHCC member in good standing to store a recreational vehicle on LHCC common property.

If the member becomes ineligible during the rental the owner will have 14 days to remove the recreational vehicle or it will be towed at the owner's expense.

Any recreational vehicle and/or trailer being stored must be registered with the Association Office and storage stickers must be properly displayed.

- Boats: sticker displayed on the upper starboard corner of the boat's stern.
- RV: sticker displayed on the driver's side of the front bumper.
- Trailer/Camper sticker: displayed on the left side of the tongue.

Boat, trailer, and recreational vehicle title will be in the name of a Lake Holiday owner or a tenant with a valid lease agreement.

Any trailer, and recreational vehicle being stored must be currently licensed and insured.

Sub-letting of space is forbidden and will result in termination of the agreement.

All equipment and belongings will be kept within the vehicle/boat/trailer.

If the recreational vehicle is sold, LHCC must be notified and the vehicle is to be removed from the storage area immediately or it will be towed at the owner's expense.

All recreational vehicles stored in this area must be parked in the proper assigned slot.

Any vehicle stored without a signed Agreement will be towed at the owner's expense.

If a recreational vehicle needs to be moved for any reason, the owner will have 14 days to move the vehicle to the requested location or remove the vehicle or it will be towed at the owner's expense.

I understand that upon failure to follow these regulations or any other regulations in the storage Agreement or failure to pay rental fees on time my user rights will be terminated.

LHCC may reassign LHCC Agreement Holder to a different space or terminate this rental agreement with 30-day notice.

In signing this Agreement LHCC Agreement Holder acknowledges reading, understanding, and agreeing to the terms as described on this Agreement.

Section D – Storage Rental Fees

1. Row A: \$150.00 annual fee (Annual fee is March-March Prorated fee of \$75.00 after September 1st).
2. All others: \$100.00 annual fee (Annual fee is March-March Prorated fee of \$75.00 after September 1st)

Section E – Right to Inspect & Move Recreational Vehicles, Boats, and/or Trailers

The LHCC Board of Directors or its agents has the right at all times to inspect assigned spaces and their contents for the purpose of ascertaining conformity with applicable regulations and to move recreational vehicles, boats, and/or trailers within the parking facility.

Section F – Securing Your Boat

All boats should be stored in a seamanlike manner whenever they are not in use. Trailers must use wheel chocks to avoid rolling and damage to other boats. Covers must be strapped down so they stay on in a storm. Doing this will save your boat from damage and prevent damage to other boats.

Section G – Termination of Agreement

Non-conforming use, storage of prohibited materials in assigned spaces, or noncompliance with any of these regulations will constitute a breach of this Agreement, and LHCC will have the right to terminate the Agreement. Refunds will not be given due to termination of this agreement. The Board of Directors may terminate the Agreement for an assigned space if the Board of Directors determines the space is needed for use by LHCC, and will give ninety (90) days written notice to any LHCC Agreement Holder affected by such termination. If a recreational, boat and/or trailer is not removed within that ninety (90) days of Agreement termination notification, LHCC has the right to a lien on LHCC Agreement Holder's property as provided by the POA and/or follow the provisions as stated in the Virginia Code – Inoperable/Abandoned vehicles.

I AGREE TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT

AGREEMENT HOLDER SIGNATURE

DATE

PRINTED NAME

Assigned Storage Slot# _____

Assigned on MM/DD/YY _____.

Section H – Liability Release

I, _____ (name of Agreement Holder) certify that I am aware that any use of Lake Holiday Country Club storage facilities whatsoever is at my own risk. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST Lake Holiday Country Club, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while using the common property storage and parking area, or while in, on or upon the premises where the boat/trailer/ or recreational vehicle is parked.

1. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the removal of any recreational vehicle being stored in the facility, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
2. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST the above- named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

AGREEMENT HOLDER SIGNATURE

DATE

PRINTED NAME



Recreational Vehicle Storage Rental Agreement

Section I – Definitions and Member Use

Terms

Recreational vehicle in the context of this Agreement refers to any RV, Ceamper, Bboat, ~~and/or~~ ~~b~~Boat ~~t~~Trailer, Utility Trailer, Non-Boat Trailer, Car, Truck, Mini-Van, Sport Utility and/or any other Passenger Vehicles. -

LHCC refers to the Lake Holiday Country Club located at 1045 Lake View Drive, Cross Junction, Virginia.

Recreation vehicle parking & storage area refers to the common property adjacent to the Administration Office Ball Field/Mail Station area and the School Bus parking lot.

Member refers to both a Lake Holiday Country Club resident and/or a lot owner.

Agreement Holder refers to the member who rents a parking space at the LHCC storage parking facility

Fees and Charges

All facility rental fees will be determined solely by the Lake Holiday Association Board of Directors. The fees in effect at any given time are set forth in the annual Fee Schedule.

Member Use

The storage parking facility is open to all LHCC Eligible Members as defined in the LHCC Bylaws.

Section 2 - Recreational vehicle registration requirements and restrictions:

~~Utility trailers or non-boat trailers, cars, trucks, mini-vans, sport utility and/or any other passenger vehicles are prohibited from parking in the storage area. If any property stored is in violation of this policy, it will be removed at the owner's expense. Vehicles not currently defined in this Agreement, will be reviewed/approved by the Office contingent on the type of vehicle being stored and availability of space in LHCC's Storage Lots. Unapproved stored property will be removed at the owner's expense.~~

Any recreational vehicle stored in the facility must be registered with the Administrative Office and display proper stickers or it will be removed at the owner's expense.

Registration requirements:

Boats

- Completed registration form
- Copy of state registration
- Copy of Boat Insurance
- Boat test(Every 2 years)
- Pay any fees associated
- Boat inspection (if required)

Recreational Vehicles

- Completed ~~vehicle~~ registration form

- Copy of vehicle registration
- ~~Copy of vehicle insurance~~

Trailers

- Completed registration form
- Copy of trailer registration

Passenger Vehicles

- Completed ~~vehicle~~ registration form
- Copy of vehicle registration
- ~~Copy of vehicle insurance~~

Section 3 – Agreement

- Assigned Storage Slot# _____ at the Lake Holiday Country Club (LHCC) storage and parking facility
- Assigned on MM/DD/YY _____.
- The Agreement Holder must be a LHCC member in good standing to store a recreational vehicle on LHCC common property.
- If the member becomes ineligible during the rental the owner will have 14 days to remove the recreational vehicle or it will be towed at the owner's expense.
- Any recreational vehicle, passenger vehicle and/or trailer being stored must be registered with the Association Office and storage stickers must be properly displayed.
 - Boats: sticker displayed on the upper starboard corner of the boat's stern.
 - RV: sticker displayed on the driver's side of the front bumper.
 - Trailer/Camper sticker: displayed on the left side of the tongue.
- Boat, trailer, ~~and~~ recreational vehicle and passenger vehicle title will be in the name of a Lake Holiday owner or a tenant with a valid lease agreement.
- Any trailer, recreational vehicle and passenger vehicle ~~trailer~~ being stored must be currently licensed and insured.
- Sub-letting of space is forbidden and will result in termination of the agreement.
- All equipment and belongings will be kept within the ~~recreational~~ vehicle/boat/trailer.
- If the recreational or passenger vehicle is sold, LHCC must be notified and the ~~recreational~~ vehicle is to be removed from the storage area immediately or it will be towed at the owner's expense.
- All recreational and passenger vehicles stored in this area must be ~~stored~~ parked in the proper assigned slot.
- A ~~recreational~~ ny vehicle stored without a signed Agreement will be towed at the owner's expense.
- If a recreational or passenger vehicle needs to be moved for any reason, the owner will have 14 days to move the ~~recreational~~ vehicle to the requested location or remove the ~~recreational~~ vehicle or it will be towed at the owner's expense.
- I understand that upon failure to follow these regulations or any other regulations in the storage Agreement or failure to pay rental fees on time my use rights will be terminated.
- LHCC may reassign LHCC Agreement Holder to a different space or terminate this rental agreement with 30-~~days~~ notice.
- In signing this Agreement LHCC Agreement Holder acknowledges reading, understanding, and

agreeing to the terms as described on this Agreement.

Storage Rental Fees

- Row A: \$150.00 annual fee (Annual fee is March-March Prorated fee of \$75.00 after September 1st)
- All others: \$100.00 annual fee (Annual fee is March-March Prorated fee of \$75.00 after September 1st)

Right to Inspect & Move Recreational Vehicles, Boats, and/or Trailers

The LHCC Board of Directors or its agents has the right at all times to inspect assigned spaces and their contents for the purpose of ascertaining conformity with applicable regulations and to move recreational vehicles, [passenger vehicles](#), boats, and/or trailers within the parking facility.

Securing Your Boat

All boats should be stored in a seamanlike manner whenever they are not in use. Trailers must use wheel chocks to avoid rolling and damage to other boats. Covers must be strapped down so they stay on in a storm. Doing this will save your boat from damage and prevent damage to other boats.

Termination of Agreement

Non-conforming use, storage of prohibited materials in assigned spaces, or noncompliance with any of these regulations will constitute a breach of this Agreement, and LHCC will have the right to terminate the Agreement. Refunds will not be given due to termination of this agreement. The Board of Directors may terminate the Agreement for an assigned space if the Board of Directors determines the space is needed for use by LHCC, and will give ninety (90) days written notice to any LHCC Agreement Holder affected by such termination. If a recreational [or passenger](#) vehicle, boat and/or trailer is not removed within that ninety (90) days of Agreement termination notification, LHCC has the right to a lien on LHCC Agreement Holder's property as provided by the POA and/or follow the provisions as stated in the Virginia Code – Inoperable/Abandoned vehicles.

I AGREE TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT

AGREEMENT HOLDER SIGNATURE

DATE

PRINTED NAME

Section 4 – Liability Release

I, _____ (name of Agreement Holder) certify that I am aware that any use of Lake Holiday Country Club storage facilities whatsoever is at my own risk. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST Lake Holiday Country Club, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while using the common property storage and parking area, or while in, on or upon the premises where the boat/trailer/ or recreational vehicle is parked.

1. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the removal of any recreational vehicle being stored in the facility, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
2. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO TAKE LEGAL ACTION AGAINST the above- named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.
3. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.