

2021 RENTAL CONTRACT

UNCOVERED Storage Space # \_\_\_\_\_ If Moved: # \_\_\_\_\_ If Moved: # \_\_\_\_\_ If Moved: # \_\_\_\_\_

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

Renter's Name (please print): \_\_\_\_\_

Highland Haven Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address if other than above: \_\_\_\_\_

Email: \_\_\_\_\_

Other Phone #'s: \_\_\_\_\_

**TRAILER PROPERTY DATA:**

Copy of title and/or registration in Named Member's Name is provided: YES

Property:	#1	#2	#3	#4
Type (boat, utility, cargo, etc)				
State /License #				
Make/Model				
Mfg. ID #				
Length				
Width				
Color				

**ANNUAL FEES: Please make checks payable to the HHPOA**

Space #95-97,124-134,136-143	Single uncovered	\$120 per year (\$10 per month)
Space #145-146	½ Single uncovered	\$60 per year (\$5 per month)
Space #:98-112,144	Double uncovered	\$204 per year (\$17 per month)

**NOTES:**

1. Annual fee covers period January 1 through December 31.
2. 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 1. If payment is not received by January 5, the rental property can be disposed of and the space reassigned.
3. 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.
4. Refunds are based on prorated use. No refund for final month if the space is used for ten (10) days or more that month.
5. Property owners and renters are reminded of residence and vacant lot parking restrictions imposed by The City of Highland Haven, Burnet County, Texas.

**RECORD OF PAYMENT:**

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

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**By signing this Rental Contract, I understand that all previous contracts are superseded and I accept all requirements for storage of my personal property.**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

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**UNCOVERED Storage Space #** \_\_\_\_\_ **If Moved: #** \_\_\_\_\_ **If Moved: #** \_\_\_\_\_ **If Moved: #** \_\_\_\_\_

**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. **Exception:** 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. Uncovered rental space is restricted to named member’s owned boat and trailer, boat trailer, utility trailer, Jet Ski and trailer or other property if approved by the HHPOA Board of Directors.
2. RV’s will be permitted provided RV covered space is not available and the RV will fit in the allotted space. In the event the RV requires two spaces, a full fee will be charged for each space.
3. If a renter wishes to substitute an item of personal property other than that listed on the contract, prior approval from the HHPOA Storage Area Coordinator is required and includes state issued paperwork (ie –state registration) in named member’s name. Any property that is placed in a space without notifying the Rental Space Coordinator is subject to removal.
4. This contract and the space 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.
5. Renter may rent no more than **2 Uncovered spaces**
6. If no space is available, the applicant will be placed on a waiting list for space 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 rental property will be removed at owner’s expense and the rental contract will become null and void and the space reassigned.
5. Renter is responsible for insurance of stored property to include contents.
6. Proof of ownership (ie – state registration) of the property(s) to be stored is required in support of this rental contract.
7. Renter will not make any alterations to the ground surface.
8. Storage of spare tires, parts, fuel containers, and any other materials not attached to the rental unit is prohibited.
9. Custom covers that may cover the personal property will be secured and kept in good repair. Taps are not allowed.
10. The rental unit must be kept in good condition ie – no flat tires.
11. The HHPOA has the right to reassign parking spaces as needed and will notify the renter accordingly.
12. 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.
13. Failure to satisfy payment requirements to HHPOA could result in revocation of rental privileges and disposal of stored property.
14. Trailers will be tagged with a space number by the Rental Space Coordinator and must display this tag at all times.
15. Space permitting, and with prior approval from the Rental Space Coordinator, more than one property may be stored in a rental space. Stacking is not allowed.
16. In the event the City of Highland Haven provides notice to the HHPOA that the rented space is necessary for the expansion of the water system, renter agrees to vacate the parking/storage area within thirty (30) days from the date of notice and the contract between renter and HHPOA is immediately terminated. The rental spaces affected are: 95-111, 124-129, and 140-144.

Initials of Renter: \_\_\_\_\_