

Instructions:

Read and sign/date the **Boat Storage Spaces for 2020**

Read, completely fill out the **Vessel Storage Lease** agreement. Be sure to include all information in #1, #3 (only one item per leased space). Date and sign in #29 under Lessee.

Return **both** documents and a check for either \$175 or \$225 as listed on the Vessel Storage Lease agreement #5.

Be sure to include all supporting documentation as requested in the Boat Storage Space for 2020 document.

Mail complete package to:

Woodlawn Heights Owners Association, Inc.
P.O. Box 5458
1910 Navarre School Rd
Navarre, FL 32566

Or call me at (850)-203-1725 to arrange a time to drop off your paperwork.

John Jackson
1606 Woodlawn Way

Failure to submit all required documents by as April 1, 2020 will result in the lessee forfeiting the space.

This year the WHOA will change the locks so current lease holders will be issued a new key.

The WHOA will check from time to time in 2020 to ensure that all vehicles and boats are properly registered and tagged.

Boat Storage Spaces for 2020

Woodlawn Heights Owners Association leases boat storage spaces to WHOA members on a first come, first served basis. The area is located in the common area near the two ponds. Access is from a private road near the back entrance of the subdivision on Woodlake Trace. The limited access area is secured by a fence and lighted at night with security lights. The boat storage is also available for small trailers and RVs.

NOTE: This year the WHOA does not require removing boats, trailers, RVs from the storage area. Instead, the WHOA will have the landscape company and the weed control company perform maintenance activities 3-4 times during the year to destroy the weeds. This process will take longer, but will be more convenient for you.

New Gates keys will be issued. You must return your old 2019 key.

Gate keys are issued by the Board of Directors to lessees. There is a \$30 deposit on all keys. Keys must be returned to the WHOA Board of Director or the Lessee will be billed for a replacement key (\$30).

The annual fee for 2020 is set at \$175 (11 x 20) or \$225 (13 x 25) depending on the size of the leased space. Lessee is required to carry insurance on their boats, RVs, and trailers. Owners of small utility trailers normally are unable to get insurance. Term of the Lease Agreement is April 1, 2020 to March 31, 2021.

All potential lessees are required to complete and sign a Vessel Storage Lease and comply with the following terms in addition to the terms on the Lease Agreement.

ONLY One (1) item per leased space will be allowed unless prior written approval from the WHOA Board of Directors.

Lessees **will** provide prior to signing the one year lease agreement to WHOA the following:

1. Lessee's Driver's License Number
2. Lessee's Telephone Numbers
3. Current up-to-date Insurance Carrier for Vessel.
 - a. Lessee shall at all times during the term of this Lease,
 1. Obtain and maintain insurance covering the loss of or damage to the Personal Property stored at the Leased Premises.
 2. Failure to maintain insurance will result in immediate termination of the Lease Agreement
4. Lessee's Email Address
5. Current Florida tag on trailers and RVs
6. Current Florida boat/trailer/RV registration
7. The Board of Directors voted to lease spaces only to Woodlawn Heights Lot owners in "good standing". Thus any WHOA Lot owner who is currently in violation of any WHOA Covenants or ARC Guidelines, and/or owes money to the WHOA will not be allowed to sign or renew a Lease Agreement.
8. All Lease agreements must be signed prior to April 1, 2020.
9. All payments for lease space shall be paid to WHOA prior to April 1, 2020.

10. Failure to pay in full before April 1, 2020 will result in all property being towed at owner's expense on or after April 1, 2020.

Failure to abide by requirements 1-10 as stated above will result in the Lot owner denied the opportunity to sign the Lease Agreement and placed on a waiting list.

Sign and bring this document to the WHOA Board of Directors and a filled out copy of the Boat Storage Lease Agreement along with support documents during the appropriate scheduled times. You can mail the documents to the WHOA address: Woodlawn Heights Owners Association, Inc. P.O. Box 5458 1910 Navarre School Rd, Navarre, FL 32566. Or call John Jackson at (850) 203-1725 to arrange a time to drop off the paperwork at 1606 Woodlawn Way.

FAILURE to complete the lease agreement, to sign the lease agreement and to not including all supporting document and payment will result in no lease agreement issued for the 2020 timeframe under the lease.

The storage area is checked from time to time during the year and violations of any terms of the Lease Agreement will result in termination of the Lease agreement.

Any property (boat, trailer, RV) not under a proper lease agreement will be towed at owner's expense by Bayside Towing.

Woodlawn Heights Board of Directors

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE REQUIREMENTS AS LISTED IN THIS DOCUMENT:

SIGNATURE AND DATE:

_____ Date: _____

VESSEL STORAGE LEASE

April 1, 2020 –March 31, 2021

Revised 2020

THIS LEASE (“Lease”) is executed by and between WOODLAWN HEIGHTS OWNERS’ ASSOCIATION, INC., (“Lessor”), and (“LESSEE”) **whose name and address is:**

Name: _____

Address: _____

1. LESSEE INFORMATION:

Lessee’s Driver’s License Number:	Insurance Carrier for Vessel:
Lessee’s Telephone Numbers: Work: Home:	Policy Number:

Lessee’s Email Address: _____

2. LEASED PREMISES: Lessor, hereby leases to Lessee the property described in Exhibit A, attached and incorporated by reference, which property is hereinafter referred to as the “Leased Premises,” as a Vessel Storage Facility on the Common Area (hereinafter “Common Area”) of Woodlawn Heights Subdivision. The Lessee must be Lot owner in Woodlawn Heights Subdivision in “good standing” as defined by the Lessor’s Board of Directors and the Declaration. Only the Vessel described below will be allowed to be stored on the Leased Premises. No other items are permitted to be stored on the Leased Premises without the express written consent of the Lessor. At the sole discretion of the Lessor, this Lease may be terminated immediately in the event of Lessee’s breach of the Agreement and Lessor is permitted to remove Lessee’s personal property at the expense of Lessee.

3. PERSONAL PROPERTY: Vessel stored by Leasee at the Leased Premises (hereinafter “Personal Property”) more particularly described as follows:

4. **LIENHOLDER INFORMATION:** Lessee represents that Lessee owns or has legal possession of the Personal Property stored on the Leased Premises. Lessee attests that all Personal Property in the Leased Premises is free and clear of all liens and security interests EXCEPT for the following items (describe Property and nature of lienholder of party with security interest):

5. **RENT:** The Annual Rent and all other amounts and charges payable by Lessee pursuant to this Lease include the following:

Annual Rent: \$ _____ **Space Number:** _____ **Approximate Size:** _____

The lease terms are from April 1st to March 31st each year unless otherwise noted. The Annual Rent shall be payable in advance and due upon execution of this Lease. Rent paid in advance. If the Lessee vacates the Leased Premises early, the rent shall be prorated. If any check tendered by Lessee is returned for insufficient funds, then Lessee shall pay Lessor the returned check fee in the amount of \$30.00. Lessor reserves the right to require that Annual Rent and other charges be paid in cash, certified check or money order.

A key deposit of \$30 is required. This deposit and any prorated early cancellation fees will be refunded only when the key is returned to WHOA Board of Directors Boat Storage Committee Chair.

6. **ACCESS and PARKING:** Lessee shall have access to the Leased Premises during normal hours of operation of the Leased Premises as posted or as otherwise designated by Lessor. Lessee shall not park any vehicle at the Leased Premises or Common Area (or permit any other party to park any vehicle at the Property) except in areas designated by Lessor and then only during such periods necessary for the performance of and while Lessee is exercising its rights, duties, and obligations hereunder. Lessor may cause to be towed, at Lessee's expense, any vehicle parked in violation of the rules set forth in this Paragraph or as otherwise adopted by Lessor with respect to parking.

7. **INSURANCE OBLIGATIONS OF LESSEE:** Lessor shall not be required to carry any insurance covering any loss to person or property that Lessee may have or claim as a result of leasing the Leased Premises or otherwise. Lessee shall at all times during the term of this Lease, obtain and maintain insurance covering the loss of or damage to the Personal Property stored at the Leased Premises. Lessee expressly agrees that the provider of any insurance carried by Lessee with respect to the Personal Property or otherwise shall not be subrogated to any claim of Lessee against Lessor, or Lessor's agents, employees, partners or principals.

8. USE AND COMPLIANCE WITH LAW: Lessee shall use the Leased Premises solely for the storage of the Personal Property described herein and not for any residential purpose. Lessee shall not use the Leased Premises for any unlawful purpose. Lessee shall not store or bring any items in the Leased Premises or to the Common Area in violation of any law, ordinance, order, rule, regulation or requirement imposed by any governmental body or agency, including, without limitation, any hazardous substances, pollutants or contaminants as defined or identified in any federal, state or local law, ordinance, order, rule, regulation or requirement governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or the environment. No property shall be stored in the Leased Premises unless Lessee is the sole owner of and has the legal right to possess such property. Excluding gasoline in the gasoline tank of the Personal Property, property which is volatile, flammable or explosive, or which is hazardous when exposed to moisture, or which burns with extreme rapidity, or which when burning or subject to heat produces toxic fumes or gases in quantities and under conditions dangerous to safety or health of any person or the environment, shall not be stored, used or kept in, on or about the Leased Premises. No portable fuel tanks containing fuel is permitted. Lessee shall not store in the Leased Premises any items that are perishable or may attract vermin or create a nuisance in, on or about the Leased Premises. Lessee waives any claim for the emotional or sentimental attachment to the Personal Property. Lessee shall not perform any mechanical or restoration work on the Personal Property or any other vehicle either in the Leased Premises or at the Common Property. In no event shall Lessee be permitted to store any components, motors or sections of any such Personal Property or vehicle and Lessee shall not be permitted to assemble or disassemble all or any portion of any such vessel or vehicle in the Leased Premises or Common Area. Lessee shall abide by all present and future rules of Lessor relating to the use and occupancy of the Leased Premises and the Common Area, which rules are available upon request from the Association's Board of Directors. The relationship between Lessor and Lessee created under this Lease is that of a commercial Lessor and Lessee, and not a bailment, and Lessee acknowledges and agrees that Lessor does not and will not exercise care, custody or control over the Personal Property of Lessee except as expressly set forth herein. Lessor's sole duty and obligation to Lessee is to provide storage space pursuant to the terms of this Lease. Neither Lessor nor Agent shall issue a warehouse receipt, bill of lading or other document of title for the Personal Property.

Lessee hereby agrees to comply with the Rules and Regulations as described in Exhibit "B" herein.

9. MAINTENANCE: Lessee shall keep the Leased Premises in good order and repair and shall immediately notify Lessor of any defects or dangerous conditions at the Leased Premises or elsewhere at the Common Area. Lessee shall be responsible for inspecting the Leased Premises and for taking all necessary and reasonable action to prevent, eradicate or otherwise control the presence or infestation of pests, rodents and/or vermin within the Leased Space and any such actions taken by Lessee must be approved by Lessor in advance. Lessee shall surrender the Leased Premise to Lessor at the termination of this Lease in a broom-clean condition, normal wear and tear accepted, and shall remove its Vessel and any and all personal property therefrom. Lessee acknowledges that no electricity or water is provided by Lessor or otherwise available in the Leased Premises.

Lessee shall be required to temporary remove all stored boats/trailer/RV for maintenance of the boat storage area upon request from the Lessor. The Lessee is contact the Lessee via email for notification of this maintenance event.

10. REMOVAL OF REFUSE: Lessee shall remove all of its refuse, garbage, rubbish and trash from the Leased Premise on a regular basis or when instructed to do so by Lessor and shall keep the Leased Premises in a neat condition.

11. ALTERATIONS, SIGNS AND DAMAGE: Lessee shall not make any alterations, additions or improvements to or perforations in the Leased Premises or the Common Area or install any signs thereon without the written consent of Lessor, which consent may be withheld by Lessor in its sole discretion. Lessee shall not commit or permit any damage or waste to the Leased Premises or the Common Area. Lessee assumes responsibility for having examined the Leased Premises and hereby accepts it as being in good order and condition. Should Lessee damage or destroy the Leased Premises, or make alterations or improvements without prior consent of Lessor, then all costs necessary to restore the Leased Premises to its prior condition shall be borne by Lot Owner.

12. LESSOR'S RIGHT TO ENTER, INSPECT, REPAIR AND RELOCATE THE LEASED PREMISES: Lessor shall have the right to inspect the Leased Premises in the presence of Lessee at any time or within twenty-four (24) hours after written notice to Lessee. In the event of an emergency, Lessor shall have the right, without notice to Lessee, to enter the Leased Premises to make repairs or take any other necessary actions. Lessor reserves the right, on either a temporary or permanent basis, to require Lessee to remove and relocate the Personal Property from the Leased Premises to another space at the Vessel Storage Facility and following any such relocation, the relocated space shall be deemed to be the "Leased Premises" for purposes of this Lease.

13. NON LIABILITY OF LESSOR: No bailment is created by this Agreement. Lessor is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all Personal Property stored in the Leased Premises shall remain vested in Lessee, and all Personal Property stored within at the Leased Premises or on the Common Area by Lessee or by anyone shall be stored at Lessee's sole risk. Lessor shall not be liable to Lessee or any other party for personal injury or loss or damage to any person, or Personal Property arising from any cause whatsoever, including, but not limited to, burglary, theft, vandalism, fire, water damage, mysterious disappearance, earthquake, hurricane, rain, explosion, bursting pipes, vermin, rodents, mold, mildew or acts of God, regardless of whether such loss or damage is caused by the intentional or negligent acts or omissions of Lessor or Lessor's agent, Lessee or any other party. Due to insurance regulations, Lessor is not permitted to assist Lessee in any connection with any move-in or move-out of any Lessee's Personal Property. Lessee waives and releases any rights of recovery against Lessor that Lessee may have as a result of this Lease or the leasing of the Leased Premises. Lessee acknowledges that Lessor has made no representations or warranties, either express or implied, as to the safety of the Leased Premises or otherwise and

that Lessor shall not be required to provide any security protection to Lessee or the Personal Property.

Any security which Lessor maintains is for Lessor's sole use and convenience and may be discontinued by Lessor at any time without liability or notice to Lessee or any other party.

14. DEFAULT, REMEDIES AND LIEN: Time is of the essence in the payment of Rent and the performance of Lessee's other duties and obligations under this Lease. If any Rent is not paid when due or Lessee fails or refuses to perform any of the covenants, conditions or terms of this Lease, then Lessee shall be in default under this Lease. Upon the occurrence of any such default by Lessee, Lessor may, in addition to and not in lieu of any other remedies set forth herein or otherwise available at law or in equity, terminate this Lease in the manner provided by law, or as otherwise available to Lessor, enter the Leased Premises, by force if necessary, and take possession of the Personal Property, without liability for trespass, conversion or otherwise, and Lessor may sell the Personal Property, or any part thereof, without notice to Lessee, at public or private sale in the manner permitted by applicable law. Nothing set forth herein shall limit or prejudice the right of Lessor to provide for and obtain as damages, by reason of a default under this Lease, the maximum amount of damages allowed by applicable law in effect at the time when such default occurs. Notwithstanding Lessor's reentry, seizure or taking possession of the Leased Premises and/or Personal Property, Lessee shall remain liable to Lessor for the Rent provided for in this Lease. Lessee shall be liable for, and the Personal Property located in the Leased Premises shall be subject to a lien for, the Rent to the date of termination of this Lease, damages for the breach of this Lease, court costs, attorney's fees, expenses for the removal, disposition or destruction of the Personal Property, all costs of repair to the Leased Premises and the Property and any other damages incurred by Lessor. In the event of a sale of Personal Property as provided in this Lease, the date of such sale shall constitute the date of the termination of this Lease. In addition to all rights, liens and remedies set forth herein or provided by law to secure and collect amounts due Lessor pursuant to this Lease (including costs of collection and attorney's fees), Lessee hereby grants to Lessor a security interest in all Personal Property placed in the Leased Premises during the term of this Lease and all proceeds of the foregoing and Lessee shall execute such documents as Lessor requires to perfect or confirm such liens. Lessee shall provide Lessor with a written list of the names and addresses of all parties who now or in the future have or may have a lien and/or any legal or equitable interest in any of the Personal Property. The lien granted to Lessor hereunder shall be in addition to any lien that may now or at any time hereafter be provided by law.

15. ABANDONMENT OF LESSEE'S PROPERTY: Any Personal Property remaining in the Leased Premises after the termination of this Lease or any Personal Property within the Leased Premises shall be deemed to have been abandoned by Lessee and may either be retained by Lessor, without any further claim or interest on the part of Lessee, or sold in the manner provided in herein or as otherwise permitted by applicable law. If the Personal Property is sold pursuant to any provision of this Lease, then Lessor shall receive and retain the proceeds of such sale, which shall be applied against the expenses of re-entry and sale, the cost of moving and storage, any arrears in Rent and any damages which Lessor may be entitled to under this Lease or at law or in equity. Notwithstanding the foregoing, Personal Property of nominal value may be disposed of by Lessor without sale.

16. BANKRUPTCY AND OTHER LEGAL ACTIONS: If Lessee files a voluntary petition in bankruptcy, a petition in involuntary bankruptcy is filed against Lessee or Lessee makes an assignment for the benefit of creditors or is placed in receivership, then Lessor may, at Lessor's option, declare this Lease to be in default and pursue the rights and remedies provided herein.

17. INDEMNIFICATION AND HOLD HARMLESS: Lessee shall indemnify, defend and hold Lessor and Lessor's agents, officers, partners, principals and employees harmless from and against any and all losses, claims, demands, actions, causes of action, costs, expenses (including attorney's fees), liabilities and damages resulting or arising, directly or indirectly, from any acts or omissions of Lessee or default under this Lease or use of the Leased Premises or the Personal Property.

18. ASSIGNMENT: Lessee shall not permit any other person or entity to use or occupy the Leased Premises and shall not assign or transfer this Lease or sublease the Leased Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

19. CHANGE OF TERMS: All of the terms and charges set forth in this Lease may be changed by Lessor upon thirty (30) days' prior notice to Lessee.

20. WAIVER: No waiver or changes by Lessor or its agents of any breach or default by Lessee of any term of this Lease shall constitute a waiver of any subsequent breach or default.

21. NOTICES: All notices, demands or requests by Lessee to Lessor shall be in writing and sent by certified mail, return receipt requested, postage prepaid to the Lessor's Address: Woodlawn Heights Owners Association, Inc., P.O. Box 5458 1910 Navarre School Rd, Navarre, FL 32566. All notices, demands or requests by Lessor to Lessee shall be in writing and/or email and sent by regular mail, email, or delivered personally to the address set forth in Paragraph 1. Notice shall be effective on the earlier of receipt or three (3) postal days after sending in the required manner. Lessee shall immediately advise Lessor in writing if Lessee changes its address or phone number and confirms that Occupant's address and phone number indicated in Paragraph 1 is accurate.

22. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

23. SUCCESSION AND LIABILITY: All of the provisions of this Lease shall be binding upon the heirs, executors, administrators, representatives and successors and assigns of Lessor and Lessee provided, however, that no assignment or transfer of Lessee's interest in this Lease shall vest any right, title or interest whatsoever in any other party. If more than one party is executing this Lease as Lessee, such parties shall have joint and several liability hereunder.

24. SEVERABILITY CLAUSE: The headings of the various paragraphs of this Lease are for the convenience of the parties and are not to be used in interpreting this Lease. Neuter pronouns shall be read as masculine or feminine and words in the singular person as plural, if the nature or number of the parties so requires. The word "term" when used to refer to the period for which the Space is leased shall include the original term and any renewal or extension thereof including (where not inconsistent with the specific provisions hereof) any period of holding over.

25. HEADINGS; USE OF CERTAIN TERMS: The headings of the various paragraphs of this Lease are for the convenience of the parties and are not to be used in interpreting this Lease. Neuter pronouns shall be read as masculine or feminine and words in the singular person as plural, if the nature or number of the parties so requires. The word "term" when used to refer to the period for which the Leased Premises is leased shall include the original term and any renewal or extension thereof including (where not inconsistent with the specific provisions hereof) any period of holding over.

26. ENTIRE AGREEMENT; EXCLUSION OF WARRANTIES: The entire agreement of the parties is set forth in this Lease. No amendments or modifications to this Lease shall be binding upon the parties unless they are in writing and signed by the parties. Lessee leases the Leased Premises on an "AS IS "WHERE IS" BASIS. LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE LEASED PREMISES OR THE COMMON AREA.

27. JURY TRIAL WAIVER: To the extent permitted by law, Lessor and Lessee each waives its right to trial by jury in any proceeding, at law or in equity, arising out of or in any way related to this Lease, Lessee's use of the Leased Premises or any other claim, including, but not limited to, claims for bodily injury, loss or damage to Property or Personal Property or the enforceability of any law, statute or regulation.

28. ATTORNEY'S FEES: In the event Lessor obtains services of an attorney to recover any sums due under this Lease, for an unlawful detainer, for the breach of any covenant or conditions of this Lease, or in defense of any demand, claim, or action brought by Lessee, Lessee agrees to pay to Lessor the reasonable costs, expenses, and attorney's fees incurred in such actions.

29. ADDITIONAL PROVISIONS: Attached hereto and made a part hereof is a Rider containing additional terms and conditions of this Lease. In the event of an inconsistency between the terms and conditions of this Lease and the Rider, the terms and conditions of the Rider shall control.

DATED this the _____ day of _____, 20_____.

LESSOR:
WOODLAWN HEIGHTS OWNERS' ASSOCIATION, INC.

By: _____

Its: _____

LESSEE:

Print Name

Signature

EXHIBIT "A"

Leased Premises

Woodlawn Heights Storage Area



2005 Fee (includes tax)
 11x20 Space \$175
 13x25 Space \$225
 Space #32 \$175
 Space #6/21 Extra Long

EXHIBIT "B"

Warning – No Admittance

Owners & Authorized Personnel Only -- No Trespassing

Woodlawn Heights HOA, Inc. shall not be liable for any bodily injury, death and/or loss or damage to personal property arising from the presence on this property and/or use of its facilities by any person for any reason whatsoever. Woodlawn Heights HOA, Inc. shall not be liable for any bodily injury, death and/or loss or damage to personal property arising from any cause whatsoever, including but not limited to, interruption or discontinuance of utilities, burglary, theft, vandalism, fire, water damage, mysterious disappearance, earthquake, hurricane, rain, explosion, bursting pipes, rodents, vermin, mold, mildew, acts of terrorism, acts of war and/or acts of God, regardless whether such loss or damage is caused by the intentional or negligent acts or omissions of Woodlawn Heights, HOA, Inc., its individual members, agents and/or employees.

Notice: Enter at your own risk

Use of these premises hereby constitutes acceptance of risk and express acknowledgement and agreement by any person entering upon the property and or using its facilities to indemnify and hold harmless Woodlawn Heights, HOA, Inc., its individual members and/or employees from any claim for damages, monetary or otherwise, which indemnification shall extend to the guests, heirs, agents and/or such persons entering upon the property and/or using its facilities.