

North Creek Village
Property Storage Agreement
Back HOA Storage Lot

Property Storage Agreement

THIS AGREEMENT made as of (Date): _____ between _____ Owner
(s): _____ (the "Owner") of
Property: _____ (the "Property" and North Creek Village HOA (the
"HOA") providing the Storage ("Storage").

WHEREAS:

- (A) The Owner is the owner of (Describe Property being stored):
_____ (the "Property");
- (B) The HOA provides a free storage amenity for goods and vehicles, boats, etc.;
- (C) The parties desire that the HOA provide storage services for the Owner with respect to the Property; and
- (D) The HOA accepts such responsibilities and agrees to perform the duties and obligations hereinafter set forth;

NOW THEREFORE in consideration, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1 During the said storage of the above Property, in this Agreement, the Owner agrees to store the Property in safe keeping at its storage facility at DESIGNATED STORAGE AREA, located in the fenced area in the back lot. Owner acknowledges that it has inspected the Property prior to storing same and acknowledges that the Property is in good condition, with the exception of : (List defects of stored property): _____

2 The Owner agrees to exercise reasonable care to protect the Property from theft or damage, and the HOA **does not** provide insurance to protect the Owner from any loss or damage caused by the HOA's or Owner's negligence.

3 Owner understands that the HOA provides storage for Owners possessions solely as a convenience to Owners who wish to store personal items outside. The HOA does not charge a separate fee for such storage. The HOA does not provide insurance, and the HOA is not responsible for damage, loss or theft of any items stored, either in or outside the Storage. Owners are advised to obtain their own appropriate insurance should such insurance be desired.

4 The Owner hereby release, indemnify and hold harmless the HOA, the Management Company, its employees, agents, vendors and volunteers from all liability for any and all claims of damage, loss or theft to the aforementioned stored possessions.

5 No dangerous or illegal items may be stored or kept in Storage. No person may sleep, cook, reside, operate a business, store chemicals, hazardous materials or materials that may cause a hazard (rags, piles of papers, etc.) fuels or repair vehicles in the Storage. Owner may not store or grow any illegal substances or conduct illegal activity on Owners or HOA's Property.

6 Use of this space does not grant Tenant permission to use other parts of the Storage, Property, or grounds adjacent to the Storage.

7 Keys, Locks and Access Devices. Tenant will be provided with 1 key or code for access after signing this form. Storage shall remain closed at all times when a person is not present. Locks or may not be changed without the HOA changing them. Owners shall be notified of the change within 48 hours.

8 Title to the Property shall at all times remain in the Owner. Nothing contained in this Agreement shall be construed or interpreted as conveying title to, or any interest in, the Property to the HOA.

9 This amenity shall be included in the fee the Owner pays to the HOA.

10 If the Owner fails to pay HOA Dues and/or retrieve the Property with ninety (90) days after the expiration of the term of this Agreement, then:

(a) the removal charges will be charged payable by the Owner to the HOA under this Agreement

(b) the HOA may, in addition to any other right or remedy it may have in law, dispose of the Property in accordance with the law, and apply the proceeds thereof to any removal charges payable under this Agreement.

11 All notices which may be or are required to be given by any party to the other under this Agreement, shall be in writing and sent by 1st class or registered mail with acknowledgement of receipt to the parties at their respective addresses first above mentioned. Any such notice so given shall be deemed conclusively to have been given and received when so personally delivered or delivered, by courier or on the fifth day, in the absence of evidence to the contrary, following the sending thereof by registered mail. Any party may from time to time change its address hereinbefore set forth by notice to the other parties in accordance with this paragraph.

12 This Agreement supersedes all prior agreements and understandings and may only be modified in writing and signed by both parties.

13 This Agreement may not be assigned by the Owner at anytime.

14 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Owner:

Date:

Manager or Officer for North Creek HOA:

Date:
