

SURFSIDE RV LOT AGREEMENT AND DISCLAIMER

I, _____, a member in good standing
(Member's Name, Please Print)
of the Surfside Homeowners Association, a Washington non-profit corporation, (the
"Association") hereby request permission to store my

(Year, length, make, and license number of RV)

in a space in that certain storage yard owned and operated by the Association as a RV
Storage Lot (the "RV Storage Lot") for its members.

In consideration of the Association granting this request, I hereby acknowledge,
understand and agree to all of the following:

1. I hereby release the Association and its members, directors, officers, employees and agents (collectively the "Association Parties") from all liability of every kind and nature whatsoever in any way related to and/or arising out of my use of the RV Storage Lot and/or my storage of property in the RV Storage Lot.
2. I agree to indemnify and hold the Association and all of the Association Parties harmless with respect to any cost or liability in any way related to or arising out of my use of the RV Storage Lot and/or storage of property in the RV Storage Lot.
3. I acknowledge and agree that the Association has made no claim with respect to the security in and/or protection of the above-described RV or any other property in the RV Storage Lot. I agree that I am placing the above-described RV and any other property I place in the RV Storage Lot at my sole risk and that neither the Association nor any of the Association Parties will have any responsibility for the security of any of that property. Without, in any way, limiting the generalities of the previous provisions of this paragraph 3, I understand and agree that neither the Association nor any of the Association Parties will be liable for loss or damages, related to any theft, vandalism, malicious acts to any property in the RV Storage Lot regardless of whether that theft, vandalism or malicious act is committed by a trespasser, a member of the Association, and invited guest of a member of the Association or any other person.
4. I understand and agree that neither the Association nor any of the Association Parties will be responsible for any loss of power to my above-described RV or any other property I place in the RV Storage Lot.
5. I agree to pay all fees, as established from time to time by the Association, for my use of the RV Storage Lot before the same becomes due and agree to pay a late fee, as established by the Association, interest and all costs and attorney's fees of the Association in the event I fail to comply with my obligations with respect to the RV Storage Lot.

6. I agree to abide by the rules of the Association regarding the RV Storage Lot as the same currently exists and as the same may be changed or superceded in the future. I acknowledge receipt of a copy of the current rules applicable to the RV Storage Lot.
7. I agree that the Association has the right to move the above-described RV, as well as any other property I place in the RV Storage Lot, from time to time in order to maintain or improve the RV Storage Lot and in the case of an emergency. I hereby release the Association and the Association Parties from any liability in any way related to and/or arising out of moving any such property provided reasonable care, based on the circumstances, is taken.
8. I agree that any fee and other sums I owe to the Association with respect to my use of the RV Storage Lot shall constitute a lien on any real property I own in Surfside Estates in Pacific County, Washington or other areas subject to the Restrictive Covenants of the Association and that this lien may be foreclosed as described in the Bylaws, as the same currently exists and as they may be amended from time to time, of the Association.
9. I agree to promptly inform the Association if I replace the above-described RV with another RV.
10. I understand and agree that the Association has and may exercise various, alternative rights and remedies if I do not perform my monetary and/or other obligations with respect to my use of the RV Storage Lot. These include, but are not limited to, the following:

I understand and agree that the Association may have my above-described RV and any other property I place in the RV Storage Lot towed or otherwise removed from the RV Storage Lot at my sole risk and expense if I am more than thirty (30) days delinquent in any amount I owe with respect to my use of the RV Storage Lot.

I understand and agree that the Association may cause my above-described RV and any other property I place in the RV Storage Lot to be declared an abandoned junk vehicle pursuant to Section 46.55.230, RCW, and/or under any law enacted by Pacific County, Washington pursuant to Section 46.55.240 RCW and have my vehicle and other property disposed of pursuant to those laws. I specifically agree that my above-described RV as well as any other property I place in the RV Storage Lot will be considered abandoned for purposes of Section 46.55.230 RCW as well as any law of Pacific County, Washington adopted pursuant to Section 46.55.240 RCW, if:
a) I am thirty (30) days or more delinquent in any amount I owe the Association regarding my use of the RV Storage Lot; or b) I have not corrected a violation of this SHOA RV Storage Lot and Disclaimer Agreement or the rules applicable to the RV Storage Lot for a period of thirty (30) days after being notified of the same.

I further understand and agree that the failure of the Association to assert its rights regarding any failure to comply with my obligations regarding the RV Storage Lot shall not be construed as a waiver of those rights and that the exercise by the Association of any right shall not be construed as an election of remedies by the Association.

RULES APPLICABLE TO THE SURFSIDE RV STORAGE LOT

- _____ 1. Spaces shall be available for members in good standing only, with a limit of one space per member unless there are surplus spaces available.
- _____ 2. Use of the RV Storage Lot recreational vehicles is limited to the following: a) Class A and Class C Motor Homes; b) Fifth Wheels; c) Travel Trailers; d) Camper Trailers; e) separately licensed camper bodies on pickups; and f) boats and boat trailers as defined in the Surfside Homeowners Covenants.
- _____ 3. Storage shall be limited to recreational vehicles no more than 8'6" wide and 40' long.
- _____ 4. The Surfside business office must be notified of any changes to the stored unit within five (5) business days of the change.
- _____ 5. Non-refundable annual fees for RV storage spaces are:
 - for a non-power space \$200 per year
 - for a 15-amp powered space \$400 per year
 - Non-powered Mini space \$150 per year

Such fees will be paid for each space. No prorated refund of the annual charge will be made.
- _____ 6. A **one-time refundable deposit of \$25.00** will be required for the gate key provided by Surfside.
- _____ 7. Power is made available only to permit members to control moisture in the RV units and keep batteries charged. Members are cautioned to use only safe heaters and dehumidifiers that can operate on 15 amps or less. The power may not be used for any purpose other than to control moisture and to keep batteries charged.
- _____ 8. RV units shall not be occupied for sleeping or as living space while in the RV Storage Lot.

- _____ 9. Each member using the space will be responsible for maintaining adequate insurance, including liability insurance on all property in the RV Storage Lot. **A copy of insurance and current registration needs to be given to the business office prior to obtaining or renewing a storage space at the Surfside RV Storage Lot.**

- _____ 10. Members may not use any portion of the RV Storage Lot other than the space specifically assigned to them.

- _____ 11. The recreational vehicle and the storage space assigned to a member must always be kept neat, clean, and in orderly condition.

- _____ 12. The recreational vehicle must always be road ready.

- _____ 13. No maintenance or upkeep of any kind on the RV is allowed in the RV Storage Lot.

- _____ 14. No structures or covers other than tie-down tarps are permitted. There shall be no driving of any stakes in the ground due to underground utilities. No ground-based support is permitted.

- _____ 16. Provide up-to-date contact information including phone numbers and email addresses in the event of an emergency.

- _____ 15. Failure to comply with these rules shall result in loss of the assigned space and/or legal action.

I hereby acknowledge receiving a copy of the above rules for using the Surfside RV Lot and agree to abide by them.

Signature

Date

MEMBER SIGNATURE _____

DATE: _____

PHONE: _____

EMAIL: _____

APPROVED AND ACCEPTED:

**THE FOREGOING IS APPROVED AND ACCEPTED BY
THE SURFSIDE HOMEOWNERS ASSOCIATION**

YOUR ASSIGNED SPACE _____
(Power/Non-Power Space in the RV Storage Lot)

SURFSIDE HOMEOWNERS ASSOCIATION

By: _____

Its: _____

DATE: _____