

# SURFSIDE RV STORAGE LOT RENTAL AGREEMENT AND DISCLAIMER

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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

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(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:

- . 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.
- . 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.
- . 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.
- . 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.
- . 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.

- . 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 superseded in the future. I acknowledge receipt of a copy of the current rules applicable to the RV Storage Lot.
- . 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.
- . 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.
- . I agree to promptly inform the Association if I replace the above-described RV with another RV.
- . I understand and agree that the Association has and may exercise various, alternative rights and remedies if I do not fulfil 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.

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**MEMBER SIGNATURE**

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPROVED AND ACCEPTED:**

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

MEMBER ASSIGNED SPACE \_\_\_\_\_  
(Power\_\_\_\_ Non-Power\_\_\_\_\_ Space in the RV Storage Lot)

By: \_\_\_\_\_

Surfside Homeowners Association Staff

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Its: \_\_\_\_\_

DATE: \_\_\_\_\_