

Harbor Isles Condominium Boat & Trailer Space Application

FORM - PLEASE COMPLETE THE INFORMATION BELOW. For the request to be considered, you must complete all information requested, submit the requested "copies" and the key deposit & fee of \$50.00 made payable to Harbor Isles 2, and sign the agreement below. Your acceptance of a storage space incorporates your acceptance to abide by the policies, procedures, and rules established by Harbor Isles 2 Condominium Association, Inc.

1. Unit Owner/Tenant Name: _____

(Must be owner or renter listed on the registration to request space in the area)

2. HI 1 or HI 2 Condominium Unit Number: _____

3. Contact Information:

Local: _____ Other: _____ Email _____

4. Trailer Tag or R/V Tag: _____ (attached copy of registration form)

5. Insurance Certificate (attach copy): _____

6. Boat Registration Number

(decal): _____

7. Description of Item(s) proposed for the Boat and R/V Storage Area:

8. Total length and width of proposed item(s) for Boat and R/V Storage Area:

9. Date of Request: _____

NOTE: No boat/trailer combination or recreational vehicle in excess of 32 feet in length or wider than 10 feet will be considered for this area due to facility size. Please note that there are only 5 spaces that can accommodate a boat up to 32 feet. 17 spaces can accommodate trailers no longer than 27 feet in length. The request may be processed by completing the information above. The written request is to be submitted to the management for Harbor Isles 2 at either one of the following addresses:

Harbor Isles 2 Condominium Association Inc., 620 S. Brevard Avenue (The Association Mailbox, in Building # 10, next to the elevator),
or

Harbor Isles 2 Condominium Association, Inc. C/O; Prestige Property Mgmt, (321) 501-0654
prestigeofbrevard@att.net or fax to (321) 799-8139

The request will be reviewed for approval and for space assignment, unless space is unavailable, in which case the applicant is placed on the "Boat and R/V Storage Waiting List." The applicant is notified by the Property Manager of (1) acceptance, or (2) position on the waiting list, or (3) refusal for lack of compliance.

Liability Agreement - Each tenant of the Boat and R/V Storage Area shall sign an agreement to hold Harbor Isles 1 and/or 2 associations harmless for any damage to personal property stored in the Boat and R/V Storage Area. The agreement (see below) will be administered by Harbor Isles 2 through its Property Management Company or Resident Manager.

LIABILITY AGREEMENT

HARBOR ISLES 2 CONDOMINIUM ASSOCIATION, INC. at the present time provides a Boat and R/V Storage Area (parking area) for R/V, boats, and trailers for owners and/or residents of Harbor Isles 1 and Harbor Isles 2. The area is available on a space available basis only and is subject to the rules and regulations adopted by the Board of Directors and set forth in this document.

By execution of this agreement each owner or resident certifies that the information provided above is true and correct and agrees to the terms and conditions of the Boat Storage and R/V or other item parking.

Storage Charges - At the present time Harbor Isles 2 Condominium Association is not charging the unit owners of Harbor Isles 1 and Harbor Isles 2 for parking their boat/trailer or other item in the Boat and R/V Storage Area.

Keys to Boat and R/V Storage Area - Parking is provided on a first come, first serve, space available basis. Once authorized, a numbered parking space is assigned. Each unit owner of Harbor Isles 1 and Harbor Isles 2 who is permitted to park a boat/trailer or other item in the parking area is required to purchase a key to the parking area from Harbor Isles 2 Condominium Association, Inc. through its property management company. Each owner shall complete a form with a description of the boat/trailer or other item to be parked in the parking area. Any owner who parks any boat/trailer or other item, other than the boat/trailer or other item described in this application, covenants and agrees that Harbor Isles 2 Condominium Association, Inc may remove the boat/trailer or other item from the parking area, at the unit owner's expense, including, but not limited to, the cost of removing and storing boat/trailer or other item off the premises. By the execution of this agreement the unit owner authorizes Harbor Isles 2 Condominium Association, Inc. to remove any such boat/trailer or other item from the parking area and to store it at the unit owner's expense. The key to the parking area shall not be duplicated by the unit owner and shall not be given to anyone to use other than the unit owner. The unit owner covenants and agrees that the loss of the key by the unit owner will result in Harbor Isles 2 Condominium Association, Inc. having to replace the entire locking system since the security of the parking area will be compromised. In the event that the unit owner shall lose the key then, in that event, the unit owner covenants and agrees to pay for the cost of the replacement of the entire locking system immediately upon presentation of the bill for the replacement of the locking system to the unit owner by Harbor Isles 2 Condominium Association, Inc. The current cost of a key is \$50.00 which is due and payable upon issuance of the key by Harbor Isles 2 Condominium Association, Inc or its property management company. \$40 will be refunded upon return of the key.

Permitted Vehicles - No vehicles or items other than those approved may be parked in the parking area without the express written consent of Harbor Isles 2 Condominium Association, Inc. The parking area shall not be used to park cars, trucks, motorcycles or other sport vehicles. No boat/trailer or other item that is not in operating condition and has a current tag or registration shall be permitted to park in the parking area. Upon notice, any boat/trailer or other item not in operating condition or without a current tag or registration shall be removed from the parking area by the owner. If the owner fails to remove the boat/trailer or other item from the parking area, Harbor Isles 2 Condominium Association, Inc. is hereby authorized to remove the boat/trailer or other item, at the owner's expense, including storage charges.

Indemnity and Hold Harmless Agreement - By the execution of this agreement the unit owner hereby covenants and agrees that in exchange for Harbor Isles 2 Condominium Association, Inc. providing the parking area the owner covenants and agrees to release Harbor Isles 2 Condominium Association, Inc. from any and all liability and claims, of whatever nature, arising from the parking of the above described item in the parking area, except for Harbor Isles 2 Condominium, Inc. intentional misconduct resulting in damage to the boat/trailer or other item stored in the parking area. Harbor Isles 2 Condominium Association, Inc. has enclosed the parking area with fencing and a lock system for the benefit of the unit owners, but Harbor Isles 2 Condominium Association, Inc. expressly disclaims any warranties or representations concerning the safety of the persons or boats/trailers or other items, including property in or attached to the parked item in the parking area. Each unit owner by parking their vehicle in the parking area expressly assumes the risk of damage, loss or injury to the boat/trailer or other item, including personal property, or to the owner or any individual and agrees to indemnify and hold Harbor Isles 2 Condominium Association, Inc. from any claims or damages, including reasonable attorney fees, arising from such damage, losses or injuries. **Each unit owner shall be responsible for purchasing and maintaining property loss, liability and casualty insurance on their boat/trailer or other item parked in the parking at owner's expense.** Harbor Isles 2 Condominium Association, Inc. does not now, nor will it in the future maintain, liability or casualty insurance for unit owners boats/trailer or other items parked in the parking area.

Substitution of Boat/Trailer or other item - This authorization to park a boat/trailer or other item in the parking area is expressly limited to such items described. In the event of sale, trade, substitution or exchange of the boat/trailer or other item authorized to be parked in the parking area by the unit owner then, in that event, the owner shall notify Harbor Isles 2 Condominium Association, Inc. immediately and shall obtain the consent of Harbor Isles 2 Condominium Association Inc. to park the new boat/trailer or other item in the

parking area prior to placing the new boat/trailer or other item parked in the parking area. Failure to comply with this provision shall result in the new boat/trailer or other item parked in the parking area being removed by Harbor Isles 2 Condominium Association, Inc. at the owners expense.

Termination - In the event the unit owner no longer owns a boat/trailer or other item that has been authorized to be parked in the parking area, the unit owner shall return the key to Harbor Isles 2 Condominium Association and this agreement shall terminate.

Termination for Cause - The violation of this agreement by a unit owner may result in the termination of this agreement and the loss of the right of the unit owner to park in the parking, in Harbor Isles 2 Condominium Association, Inc's sole discretion.

Time is of the Essence - Time is of the essence in this agreement.

Parties - This agreement is binding upon the parties hereto, their successors, heirs or assigns.

Attorney Fees - In the event of litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs, including appellate fees.

Authorization - Harbor Isles 2 Condominium Association, Inc. hereby authorizes the boat/trailer or other item described above to be:

- (a) Placed on the waiting list for a space in the parking area and given the following ranked number _____ for the first available space for that sized item.
- (b) Parked in the parking area, in the following designated numbered space _____ and has been given the coordinating numbered key.
- (c) _____ Not permitted to be parked in the parking area for reason(s) listed below.

Harbor Isles 2 Condominium Association, Inc.:

By: _____

print: _____

Date: _____

Unit Owner (Unit # _____)

By: _____

print: _____

Date: _____

Office Use

Date Form Received: _____

By: _____

Refusal for Non-Compliance (comments): _____