

C.C.H.O.A.
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HOMEOWNERS ASSOCIATION

BOAT STORAGE LOT AGREEMENT
Applies solely to the property described below.

RELEASE FROM LIABILITY AND AGREEMENT OF UNDERSTANDING

Space No. _____

Basic Provisions: Please complete ALL of page one and highlighted items on consecutive pages.

Tenant(s)Name: _____	Trailer
Cays Address: _____	Make: _____ Color: _____
Billing Address: _____	License Plate# _____
City: _____ State: ___ Zip Code: _____	Boat
Business Address: _____	Make: _____ Type: _____
City: _____ State: ___ Zip Code: _____	Color: _____ CF# _____

Check One: Cays Homeowner Cays Tenant Administrative Tenant

Insured with: _____ (attach copy) Policy No: _____

Agent's Name: _____ Phone: _____

Please attach a copy of current registration.

Fees:	1. First Full Month's Usage Fee:	\$ _____
	2. First Partial Month's Usage Fee:	\$ _____
	Total Paid At Time of Signing	\$ _____

This **Boat Yard Usage Fee Agreement** ("Lease") is made and entered into as of the _____ day of _____ 20____
by and between **Coronado Cays Homeowners Association**, a California corporation ("Lessor") and
_____ ("Lessee"). Based upon the following facts:

Now therefore, in consideration of the mutual agreement herein set forth, the parties hereto agree as follows:

1. C.C.H.O.A. hereby agrees to rent to Boat/Trailer Owner an assigned storage space.
2. Boats/trailers must be clearly labeled as to ownership (ie. License plate, CF#).
3. In consideration therefore, Boat/Trailer Owner agrees to pay the C.C.H.O.A. the sum of \$____ per month, in the form of rent. Said payment of rent is to commence on the ____ day of _____, 20____, and is to be payable on the first day of each month thereafter. Failure to make payment within 10 days after due date will result in an overdue charge of 10% on the amount due. Payment owed after 30 days will be grounds for initiation of involuntary pay collection procedures in accordance with current directives. Additionally, said property will be subject to impoundment and sold. It is further understood that monthly rental fee is subject to change.
4. Boat/Trailers must be kept in operable condition at all times.
5. Boat/Trailer will be considered abandoned if not maintained and operable.
6. The Boat/Trailer Owner hereby agrees that this agreement is, and shall be, **valid only for the specific property herein above described**. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of, or encumbered in any manner whatsoever. Any agreement to the contrary is, and shall be totally null and void. If the Boat/Trailer Owner sells, transfers, or conveys title of specific property aforementioned, the Boat/Trailer Owner hereby agrees to inform the C.C.H.O.A. and the Boat/Trailer Owner further agrees that prior to the effective date of such sale, transfer, or conveyance of title to said specific property, the Boat/Trailer Owner will immediately remove the property from the boat storage lot to such a place as the selection of which and cost of which shall be the sole obligation of the Boat/Trailer Owner.
7. This agreement can be terminated at any time, with no cause given, by the C.C.H.O.A. Such termination shall be effective on the date that written notice is placed in the United States mail, addressed to the owner(s) of the property herein before/after designated. All agreements and covenants, and portions thereof, contained herein, applicable to any release of liability, or indemnification for liability, shall remain in full force and effect (even though by the terms herein, this storage agreement shall have terminated or expired), until such time as the specific property herein before/after described has been removed from the limits of the boat storage lot facility and any other property related thereto.
8. The Boat/Trailer Owner hereby expressly and knowingly covenants and agrees to guarantee, defend, indemnify, and hold free and harmless any liability whatsoever of the Coronado Cays Homeowners Association.
9. Proof of required insurance must be provided at the time of signing agreement and must clearly indicate that the coverage applies to the property belonging to the insured, which is kept and maintained away from the insured's residence(s). For the purposes of this agreement, proof of insurance signed by the Boat/Trailer Owner licensed insurance company. Failure of the

Boat/Trailer Owner to provide proof of insurance and appropriate registration numbers or documentation papers will prevent the storage of said property at the boat storage lot facility.

10. The Boat/Trailer Owner agrees to strictly follow the terms and conditions of this agreement and the rules and regulations of the Boat Storage Lot facility. The lessee confirms that he/she has received a copy of the agreement (initial) _____. The Boat/Trailer Owner further agrees to comply with all pertinent State of California regulations.

11. The Boat/Trailer Owner further understands that any violation on the part of his/her agents, guests, and/or invitees, representatives, successors, heirs, executors, or assigns may constitute grounds for immediate termination of this agreement, at the option of C.C.H.O.A. The following list is an example of situations, which may cause termination of this agreement. It is not exhaustive.
 - A. Failure of the Boat/Trailer Owner to provide proper care for his/her property.
 - B. Failure of the Boat/Trailer Owner to pay for current storage lot fees.
 - C. Failure of the Boat/Trailer Owner to maintain required insurance and state registration.
 - D. If at such times as the needs or interest of the C.C.H.O.A. shall deem such termination necessary.
 - E. Failure of the Boat/Trailer Owner to comply with provisions of this agreement or current regulations for the boat storage lot facility.
 - F. In the option of the General Manager the property is considered a danger to other property.
 - G. The Boat/Trailer Owner will be liable for all legal and collection fees and interest costs absorbed by the C.C.H.O.A. in attempts to collect monies owed the C.C.H.O.A. by the Boat/Trailer Owner.
 - H. The Boat/Trailer Owner must be Coronado Cays Homeowner or Resident or Renter.

By execution of the foregoing agreement, the parties hereto do hereby agree, that each party hereto has been provided a copy of the foregoing agreement and advised to SPECIFICALLY READ ALL THE TERMS HEREOF AND SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTION OF THIS AGREEMENT.

_____	_____	_____	_____
General Manager	Date	Boat/Trailer Owner	Date

Home and/or Cell Numbers _____

Emergency Contact Name and Number(s) _____

Coronado Cays Homeowners Association

Boat Storage Lot

Purpose: In accordance with the following instructions are published for the parking and storage of privately owned recreational boats, trailers of homeowners living in the Coronado Cays.

Policy: The recreational boat, trailer-parking area will be administered directly by the General Manager of Coronado Cays Homeowners Association.

- A. Permission to park and/or store boats, trailers may be granted to any Coronado Cays Homeowner.
- B. Access to the storage lot is available 24 hours every day. Boats, trailers. Items found outside the storage lot will be considered abandoned property after a period of 72 hours, and will be subject to towing in accordance with impoundment, unless the General Manager grants prior approval.
- C. As deemed necessary, the combination will be changed by direction of the General Manager. The combination may be obtained only by appearing in person, presenting proper identification and storage lot space number. Only those listed will be authorized entrance. Phone calls will not be accepted.
- D. Patrons of the storage lot are to keep their boats and outboard motors covered and in a good state of repair. Covers are not to be ripped, torn or worn out. Tires are to be kept properly inflated. Patrons must keep their assigned space free of trash or debris.
- E. Drip pans must be used whenever there is a possibility of oil or fuel leakage onto the pavement. Fuel or oil spills are illegal and must be cleaned up immediately.
- F. Storage lot fees are due in advance. Payment is due the first (1st) of each month. Fees not paid before the end of the month will be charged a late fee. Fees will be pro-rated for the full month or one-half month only, based on sign up date of 1st to 14th, inclusive for full month and 15th to end of month for one-half month, upon entry or signing up for storage space. Fees are not pro-rate on a daily basis. A minimum of 1 ½ month's fee is due upon start of agreement.
- G. Accounts delinquent in excess of 30 days will result in the stored item being impounded until such time all outstanding fees are paid. After a period of three months, if fees are not paid, the stored item will be declared abandoned property. Accounts will be billed each month and fees are to be paid by mail or at the Association office. If payment is by check, assigned storage lot space number must be noted along with work and home phone numbers.
- H. The storage lot will not be used as a repair facility.
- I. Access to storage lot will be limited to registered owners and those persons with valid ID who have been authorized by the registered owner to care for their items. Each owner will be required to fill out an "Authorized Access" slip that will be kept in the Association office.
- J. Storage of non-maritime equipment internally in boats is not authorized.
- K. Expeditionary type gas containers will not be stored in the boats or on trailers.

Cancellation: of storage lot agreement will be handled in the following manner:

1. Patrons must contact the Association office General Manager in person, directing the cancellation of space.
2. Storage lot space fees paid in advance will be refunded as follows:

- (a) If storage lot space is cancelled prior to the 15th of the month, one-half the fee will be refunded.
- (b) If storage lot space is cancelled on or after the 15th of the month, no refund of fees will be made.
- (c) FEES ARE NOT PRO-RATE ON A DAILY BASIS.

Information: Homeowners desiring to register for storage lot space will go to the Association office during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. The following requirements must be met before a storage lot space can be assigned.

- 1. Storage lot space available.
- 2. Presentation of valid identification, proof of ownership, valid registration slip and proof of liability insurance for the boat and trailer. Coronado Cays Homeowners Association is to be named as “Additional Insurer”.
- 3. Completion of “Release from Liability and Agreement of Understanding” enclosure (Exhibit A).
- 4. Payment of monthly fees, as requested, for the storage lot space being assigned.

Any complaints regarding the operation of the parking facility will be directed to the General Manager.

Owners and/or their agents when moving their boats and/or trailers within the storage lot will exercise extreme care. Any damage incurred must be reported to the Association office General Manager.

Owners of boats and/or trailers may be directed to remove their items for any of the following reasons:

- A. Failure to maintain the boats and trailers stored in the storage lot in a satisfactory state of repair and/or appearance, such as ripped or torn covers, flat tires, areas around the storage lot space not policed.
- B. Failure to maintain and report valid registration of boats and/or trailers stored. Boats must display current year sticker on the hull, trailers must have license plates with current year valid tags.
- C. Failure to maintain required insurance while the boat/trailer is being stored.
- D. Continued failure to pay fees in a timely manner as requested.
- E. Failure to report incidents of damage to other boats/trailers while in the storage lot.

Action: The General Manager will:

- 1. Maintain the storage lot area established in the fence-enclosed area.
- 2. Maintain positive control over the number of items storage and spaces assigned.
- 3. Ensure completion of all required forms.
- 4. Collect fees, as required, and inform patrons of requirements for payments.
- 5. Provide a copy of the signed boat storage lot agreement.
- 6. If issuance of enclosure (3) is necessary, notify the General Manager that a boat/trailer has been abandoned.
- 7. Reserve the right to relocate boats/trailers stored in the storage lot when necessary. Patrons should contact the General Manager if the boat/trailer is not found in its assigned space. The General Manager will contact the patrons whose boat/trailer has been moved of the new storage lot space number.