



Four Seasons Lakesites
Property Owners Association, Inc.
2121 Bagnell Dam Blvd.
Lake Ozark, MO 65049

BOAT, TRAILER AND RV STORAGE LEASE for PORTO CIMA STORAGE AREA

This Lease Agreement (hereinafter the "Lease") is made and entered into this 1st day of _____, 2020 by and between Four Seasons Lakesites Property Owners Association, Inc. (hereinafter referred to as the "Landlord"), and _____ (Hereinafter the "Tenant").

RECITALS

WHEREAS, Tenant desires to lease from landlord, and landlord is willing to lease to tenant storage space in the Four Season Lakesites POA Boat, Trailer and RV Storage Area (the "Storage Area"). In accordance with the terms and conditions set forth in this lease;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

- 1. Lease of Storage Space.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the use of a portion of the Storage Area as designated by Landlord or its agent(s) from time to time (such portion being hereinafter referred to as the "Premises") which shall be of sufficient size to provide for the parking and storage space for the item hereinafter identified.
- 2. Terms.** The term of this Lease shall be for a period of 12 months (the "Lease Term") beginning 01, _____, and ending December 31, 2020, unless terminated earlier or prorated for a shorter period in accordance with this Lease.
- 3. Rent Payments and Charges.** Tenant shall pay to the Landlord at the time Tenant signs this Lease the sum of **\$15.00 per month or \$180.00 per year**, which represents payment, in full and in advance, of all Rent payable during the stated term of this Lease. A full months rent will be due for the month in which the item is permanently removed from Storage Area regardless of the date of removal. All amounts payable under this Lease are hereafter referred to as "Lease Payments". Failure by Tenant to pay any Lease Payments and other fees that are Tenants obligation hereunder shall be a default in payment of rent. A late charge will be imposed in the amount of Five Dollars (\$5.00) per month, plus 1-1/2 % per month (18% per annum) interest. A service fee will be imposed in the amount of Twenty-Five Dollars (\$25.00) for any returned check.
- 4. Landlords Right of Termination.** Landlord may terminate this Lease upon thirty (30) days written notice to Tenant. In the event of such termination by Landlord, Landlord will reimburse the unused portion of any rent for the period beginning with the date upon which Tenants property is removed as a result of Landlords notice.
- 5. Use of Premises.** The Premises are designed for long-term storage. If the removed item is not returned to the Storage Area within sixty (60) days of its removal, Landlord reserves the right to unilaterally terminate this Lease and all unearned prorated funds will be returned to Tenant, excluding the rent which accrued for the aforesaid sixty (60) Day Period. Tenant agrees to reimburse Landlord for all damages or costs incurred by Landlord due to the storage or removal of Tenant's equipment, goods and effects or Tenant's use of the Premises as may be necessary to restore the Premises to its original condition as Landlord may request. Tenant agrees that no part of any of the Premises shall be used for the treatment, storage, disposal, burial or placement of any hazardous materials, hazardous substances, asbestos, petroleum products or fuel storage tanks, except as may be contained in the equipment and stored in full compliance with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body or agency established thereby. Tenant agrees to indemnify and save Landlord harmless from any expense, costs, claims and/or liability incurred by Landlord (including court costs and attorneys' fees) resulting from any violation of this section.
- 6. Access to Premises.** Tenant may gain access to the facility by contacting Owners' Services, 573-434-0021, to set up a time to meet during working hours; not before sunrise or 1 hour before sunset.
- 7. Landlords Responsibilities.** Landlord is not responsible for the security of any items stored in the Storage Area.

8. **Tenants Responsibilities.** Tenant is responsible for securing the individual items contained within the Premises. Tenant must ensure that each item is placed correctly in the Premises. If Tenant fails to place an item correctly within the Premises, Landlord is authorized to have the item removed or moved. All expenses associated with removing or moving an item of Tenants within the Storage Area shall be taxed against Tenant.
9. **Landlord/Tenant Relationship.** The Tenant agrees that the relationship between the Tenant and the Landlord created by this rental agreement is that of Landlord and Tenant and not that of bailor-bailee.
10. **Limitations of Landlord Liability.** Tenant hereby agrees that Landlord shall have no liability whatsoever or to any extent for or on account of any Tenant or damage to any property of Tenant at any time or for or on account of the destruction of any property at any time in said Storage Area. Tenant hereby releases Landlord from any and all responsibility whatsoever in connection with Tenant and Tenants property and acknowledges that Tenants use of the Storage Area shall be solely at Tenants risk. Included in the events for which Landlord shall have no liability hereunder are as follows: (i) loss or damage to motor vehicle, boat, trailer, or other item stored by Tenant within the Storage Area, or for contents thereof caused by vandalism, an act of God, fire explosion, freezing or circulation systems; (ii) any damage to any motor vehicle, boat, trailer, or other item stored by Tenant within the Storage Area, including the removal or loss of any intricate parts, appliances, equipment, spare tire fastened to such vehicles or any part of the equipment locked or on such vehicles. In the event of any loss to the Storage Area and/or the contents thereof, Tenant shall look solely to his/her insurance coverage, if any, and shall make no claim whatsoever against Landlord.
11. **Holding Over.** In the event that Tenant holds over and fails to remove Tenants property from the Premises after the Expiration of this Lease, such occupancy shall be as a Tenant from month to month at **double the monthly rate** charged under this Lease, and all covenants and conditions contained herein shall continue in full force and affect so long as Tenant leaves Tenants property in the Premises.
12. **Events of Default.** In the event Tenant: (i) removes or attempts to remove any property from the Storage Area without first having paid all rent and other charges which may become due during the term of this Lease, or (ii) fails to pay when due the rent provided in this lease, or (iii) fails to remove all goods and property located in the Storage Area upon termination or expiration of this lease agreement, all goods and property of the tenant shall be considered abandoned and Landlord shall have the right to sell said goods and personal property.
13. **Landlords Agent.** Missouri Association Management, LLC. (hereinafter "Landlords Agent") is hereby designated by Landlord as Landlord's agent for purpose of collecting the rent and all other sums due hereunder from Tenant for administering all other terms and provisions of this Lease, and as Landlords agent for service of process solely for purposes of any litigation involving Landlord which touches and affects the Premises. Landlords Agent shall perform all inspections on behalf of Landlord.
14. **Entire Agreement.** This Lease constitutes the entire agreement of the parties hereto and shall not be affected or altered by any oral agreements.
15. **Applicable Law.** This Agreement and all transactions derived thereof shall be governed by the laws of the state of Missouri, excluding its choice of law rules, and any dispute derived from this Agreement shall be held to be within the exclusive jurisdiction of the Circuit Court of Camden County, Missouri.
16. **Rules and Regulations.** Tenant agrees to abide by the Rules and Regulations applicable to the Storage Area and incorporated into this contract, as well as those rules and regulations that shall be, from time to time, amended. Landlord agrees to provide Tenant with a copy of any modifications of such Rules and Regulations on or before the effective date of such modifications.
17. **Termination of Ownership.** In the event tenant terminates membership in the Association, tenant shall have fifteen (15) days after closing of sale of property to remove item from the Storage Area. Failure to remove any item within fifteen days shall constitute a breach of contract and Landlord shall have the right to seek any and all remedial actions afforded by law to remove said item.
18. **Severability.** If any part of this Lease is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
19. **Rules and Regulations:**
 1. Renter must be a property owner in good standing.
 2. Contract renewals must be completed, signed and submitted with payment by January 15th of each calendar year.
 3. Each contract must contain all appropriate information regarding the item to be stored.
 4. Each item must have a current, valid parking permit sticker affixed to the item.
 5. Access to the Storage Area will only be granted from dawn until dusk but, in no event, prior to 7:00 a.m. or after 8:00 p. m.
 6. A contract will be required for each axle item, no exceptions. Owners are not allowed to "stack" axle items on top of each other unless each item has a current, paid contract.
 7. Each contracted item will be photographed for documentation at the time a contract is issued.

8. Only the property owner, or a designated representative, shall be permitted to remove a registered item. Property owners must provide the Owners' Services Department with written authorization allowing a designated representative access to a permitted item. Proper identification will be required in order to validate access privileges.
9. If an item is replaced during a contract period, it is the responsibility of the property owner to notify the Owners' Services Department of this change, to provide the appropriate information regarding the new item and to obtain a new permit sticker for the new item.

NOTE: All tenant information below, and all item description information required, must be completed in its entirety for this lease to be considered executed.

This Lease was executed on this 1st day of _____, 2020.

LANDLORD:

Four Seasons Lakesites POA
 2121 Bagnell Dam Blvd.
 Lake Ozark, MO 65049
 (573) 552-8334
 (573) 434-0021

TENANT:

NAME: _____
 MAILING ADDRESS: _____
 CITY/ST/ZIP: _____
 HOME PHONE: _____
 WORK PHONE: _____
 CELL PHONE: _____
 EMAIL: _____
 LOT/SUB: _____
 ACCT #: _____
 SPACE #: _____
 DESCRIPTION OF ITEM: _____
 IDENTIFICATION #: _____
 LICENSE #: _____

Landlord: _____

Tenant: _____

Date: _____

Date: _____

For Office Use Only:	
Date Paid	_____
Check #	_____
Check Amount	_____
Received By:	_____

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