



## **APPLICATION FOR KINGS POINT VEHICLE STORAGE**

(please print with ball point pen)

Applicant: \_\_\_\_\_

Local Address: \_\_\_\_\_ Summer Address: \_\_\_\_\_

Sun City Center, FL 33573 \_\_\_\_\_

Local Phone: \_\_\_\_\_ Summer Phone: \_\_\_\_\_

Vehicle type: \_\_\_\_\_ Vehicle length \_\_\_\_\_ feet \_\_\_\_\_ inches

Tag/Decal # \_\_\_\_\_ State \_\_\_\_\_ VIN # \_\_\_\_\_

Complete the following only if the vehicle contains or carries natural gas, propane, gasoline, or other flammable or volatile materials:

Insurance Agent: \_\_\_\_\_ Agent's Phone: \_\_\_\_\_

Policy # \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

## **AGREEMENT FOR KINGS POINT VEHICLE STORAGE**

This Agreement is by and between **Kings Point Vehicle Storage Club, Inc. ("KPVSC")**, and the **Applicant** whose name and identification appears above, hereinafter "Member". **The *Terms and Conditions for Vehicle Storage* are shown on pages two through four and are attached to and are made part of this Agreement.**

Applicant shall become a Member of Kings Point Vehicle Storage Club, Inc. "KPVSC". The original term for Member to park in the RV Storage Area "RVSA" shall be:

**TERM:** \_\_\_\_\_ to \_\_\_\_\_. This term may be extended annually, upon request and payment of subsequent annual fees.

Vehicle storage space **NUMBER** \_\_\_\_\_ is assigned by KPVSC Yardmaster.

The total fees for the original term of this Agreement, are \$ \_\_\_\_\_. All fees are payable to **Kings Point Vehicle Storage Club, Inc., and KPVSC agrees to use all such fees to operate, manage and maintain the RV Storage Area for the benefit of the Members.**

I, the undersigned, have read, understand, and agree to abide by the *Terms And Conditions For Vehicle Storage* as specified in this agreement. I also agree to abide by the Articles of Incorporation and Bylaws and any all other rules, and regulations promulgated by KPVSC.

**KINGS POINT VEHICLE STORAGE CLUB, INC.**

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

**Applicant**

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## TERMS AND CONDITIONS FOR VEHICLE STORAGE

- 1 **OWNER:** Sun City Center West Master Association, Inc. ("SCCWMA") is the owner of property known as the RV Storage Area ("RVSA"), located adjacent to 445 Kings Blvd., Sun City Center, Florida within the Kings Point community.
- 2 **CLUB:** Kings Point Vehicle Storage Club, Inc. "KPVSC" has been authorized by a License Agreement with SCCWMA to promulgate rules for use of the RVSA, assign storage space to its Members, collect fees from its Members, and otherwise manage the operations of the RVSA for the benefit of its Members. Each Member's rights are subject to the terms and conditions of the License Agreement. SCCWMA has the authority to enforce these terms and conditions if KPVSC fails to do so. These terms and conditions are subject to change from time to time upon approval by SCCWMA and KPVSC.
- 3 **APPLICANT:** The Applicant is the vehicle owner applying for Membership in the KPVSC.
- 4 **MEMBER:** Upon signing an Agreement and agreeing to these Terms and Conditions for Vehicle Storage, the Applicant shall become a Member of Kings Point Vehicle Storage Club, Inc. "KPVSC".
- 5 **TERMINATION:** Membership shall automatically terminate when Member no longer owns and resides in Kings Point, or no longer owns the vehicle, or does not pay or is late paying the Annual fees, or is otherwise in breach of the terms and conditions of this Agreement, or upon termination of the License Agreement.
- 6 **TERM:** The initial term of this Agreement shall be Application acceptance date through December 31 of the current year. The renewal term of this Agreement shall be January 1 through December 31 each year.
- 7 **FEES:** Annual Vehicle Storage Space Fee (e) shall be prorated from date of Application acceptance through December 31 of current year. Member fees are payable to **KPVSC** upon execution of the **Agreement For Vehicle Storage**. Annual Fees for renewal of storage space are pre-paid by Member and due not later than the November 24<sup>th</sup> prior to beginning of the next **TERM**. Fees include the following, as applicable:

|                                     |                        |                                       |
|-------------------------------------|------------------------|---------------------------------------|
| a) Entry Fee                        | \$ <u>100.00</u>       | one-time fee; new Members only        |
| b) Annual Membership Fee            | \$ <u>25.00</u>        | annual dues for KPVSC                 |
| c) Waiting List Fee                 | \$ <u>25.00</u>        |                                       |
| d) Transfer Fee                     | \$ <u>12.50</u>        | for each full month of unused storage |
| e) Annual Vehicle Storage Space Fee |                        |                                       |
|                                     | (i) \$ <u>170.00</u>   | large 36 ft – 45 ft vehicle           |
|                                     | (ii) \$ <u>155.00</u>  | medium 25 ft – 35 ft vehicle.         |
|                                     | (iii) \$ <u>130.00</u> | small 6 ft – 30 ft vehicle            |
- 8 **REFUNDS:**
  - a) Entry Fee is not refundable.
  - b) Annual Vehicle Storage Space Fee is not refundable.
  - c) Transfer Fee If a Member releases his assigned Vehicle Storage Space prior to the end of his TERM, and if the space can be re-assigned to a new Member for all or part of the remainder of the TERM, then a Transfer Fee will be collected from the new Member and the Transfer Fee amount may be refunded to the Member that is releasing his assigned space.
  - d) Waiting List Fee is not refundable, unless the Applicant gives written notice to the Yardmaster, prior to being notified that space has become available. However, Waiting List Fee may be

credited to the Applicant's Entry Fee upon executing the ***Agreement for Kings Point Vehicle Storage.***

- 9 **LIABILITY:** Neither KPVSC nor SCCWMA shall be required to furnish any supervision or care of the storage area, or be liable for any damages, losses or injuries sustained on the storage lot, irrespective of cause or of negligence, of any party hereto or of any other persons.
- 10 **INDEMNIFICATION:** Member indemnifies and holds KPVSC and SCCWMA harmless against, of, and from, any and all claims whatsoever by the Member, or any other Members, or any other persons, arising out of or incidental to the use of the storage space or the storage lot irrespective of cause or negligence of any party hereto or any persons. Member absolves SCCWMA and KPVSC, and their Officers and Directors, and their Volunteers from any and all damage to or caused by Member or Member's vehicle entering or exiting the storage area, and any and all injury to Member and Member's invitees and any and all damage to Member's vehicle while in the storage area. All liabilities to any Member, persons in any Member's family, or any Member's guests and invitees, or injury and damage incurred by any Member or any Member's vehicle, will be Member's sole responsibility.
- 11 **INSURANCE:** Member shall maintain current liability insurance on any stored vehicle that contains or carries natural gas, propane, gasoline, or other flammable or volatile materials. Said insurance policy shall name KPVSC and SCCWMA as additional named insured. Member shall notify their vehicle's insurer to forward a Certificate of Insurance to the following, as Certificate Holders:
  - a) **KPVSC, Attn: John Crowder - Yardmaster, 2431 Lancaster Drive, Sun City Center 33573**
  - b) **SCCWMA, Attn: MA Mgr, 1904 Clubhouse Dr, Sun City Center, FL 33573**
- 12 **NOTIFICATION:** All official notices shall be mailed or hand delivered to Member, with signed proof of delivery kept with the Yardmaster's records.
- 13 **BREACH OF AGREEMENT:** The Yardmaster shall notify KPVSC Board of Directors of any of the following conditions, which shall comprise a breach of Agreement:
  - a) Failure to pay the applicable Fees noted in item 7, above.
  - b) Failure to provide current proof of applicable insurance noted in item 11, above.
  - c) Failure to abide by these "Terms and Conditions for Vehicle Storage" or any other documents, rules, and regulations promulgated and published by KPVSC.
- 14 **ASSIGNMENT:** The Agreement for Vehicle Storage may not be assigned.
- 15 **TRANSFER:** Member's survivor may apply to continue storing a vehicle at RVSA by showing proof of ownership of the vehicle and executing a new Membership Agreement form. Member's survivor shall pay no additional fees unless and until the Agreement is renewed.
- 16 **RENEWAL:** The Agreement for Vehicle Storage may be renewed by Member paying the Annual Membership Fee and the Annual Vehicle Storage Space Fee and providing the Certificate of Insurance required by Section 11 above.
- 17 **CANCELLATION:** This Agreement may be cancelled by Member giving written notice to KPVSC Yardmaster and paying all amounts due and owing to KPVSC.
  - a) This Agreement may be cancelled by KPVSC if Member is found to be in breach of this Agreement and said breach continues for 48 hours after the Yardmaster gives written notification to Member, and it goes without remedy.
  - b) In case of Membership cancellation or termination, Member agrees in advance, that KPVSC or SCCWMA may remove Member's vehicle from the Storage Lot and Member will hold harmless

KPVSC and SCCWMA, their Boards of Directors, and their volunteers, for such removal or any damage that might occur therefrom. However, Member shall have 48 hours, after official notification, to remove the vehicle from RVSA.

**18 CONDITIONS OF MEMBERSHIP:**

a) Eligibility:

- i) Member must own a condominium unit or a home in Kings Point and reside in said unit or home.
- ii) Member must own the vehicle that is stored at the RVSA.
- iii) Member must pay their fees by the due date.
- iv) Member must comply with the insurance requirements stated in Section 11 above.

b) Application and Acceptance:

- i) Applicant must complete an Application For Vehicle Storage form, pay all required fees and provide the required Certificate of Insurance prior to parking any vehicle at the RVSA.
- ii) Member must complete new form for Application For Vehicle Storage and Agreement For Vehicle Storage prior to parking any vehicle that is larger or smaller than the vehicle described on their original Application.
- iii) Member may not execute more than two Agreements for Vehicle Storage, in any one TERM.

c) Vehicle Storage:

- i) Commercial vehicles or farm vehicles are not allowed.
- ii) Stored vehicle may be a motor home, travel trailer, boat on trailer, boat trailer, smaller truck, automobile, van, or a utility trailer.
- iii) Only the vehicle identified in this agreement shall be parked in the assigned space.
- iv) Stored vehicles must display a current, valid license plate and/or decal, as applicable as well as a KPVSC decal.
- v) Member may not park more than one vehicle within the assigned Vehicle Storage Space. However, wheel restraints are permitted as well as items normally attached to the vehicle but temporarily on the ground, such as vehicle dolly, tarp, flexible cover, and tarp restraints.
- vi) Member may not modify the assigned Vehicle Storage Space in any manner.
- vii) Vehicles shall be operational at all times, having wheels and inflated tires, and be capable of being moved from assigned spaces for Storage Space maintenance and emergencies.
- viii) Stored vehicles, including protective covers, shall be maintained so as to be functional.
- ix) Stored vehicles shall be centered within the top, bottom, and side boundaries of the assigned Vehicle Storage Space.
- x) Member will keep the assigned space clear of refuse, spare parts, and debris at all times.

d) Compliance:

- i) **Member shall have 48 hours, after official notification, to remedy a breach of this Agreement. If Member fails to remedy a breach, KPVSC is authorized to remedy said breach and Member agrees to reimburse any costs incurred by KPVSC in doing so.**
- ii) Member agrees to abide by all decisions of the Board of Directors of KPVSC regarding membership, violations or default of KPVSC conditions and rules, or breach of this agreement.

e) Yardmaster:

- i) The Yardmaster is responsible for operations at RVSA. In Yardmaster's absence, an officer of KPVSC may perform this duty. Member shall cooperate with KPVSC officials, at all times, to enhance efficient utilization of RVSA.
- ii) The Yardmaster may, at his discretion at any time, re-assign vehicle storage space among the Members.
- iii) Yardmaster will issue a KPVSC decal for each vehicle stored at RVSA.
- iv) Member must notify the Yardmaster if insurance is changed or lapsed or if vehicle type is exchanged.