

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT  
STORAGE SPACE USE AGREEMENT**

Space # \_\_\_\_\_

Type of Vehicle: \_\_\_\_\_

License Plate #: \_\_\_\_\_

Insurance: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Name: \_\_\_\_\_ Lot: \_\_\_\_\_

AR Address: \_\_\_\_\_

Alt. Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: (optional) \_\_\_\_\_

Users acknowledge that this document and the contents thereof, as well as any communications to the District, may be considered public records, pursuant to Chapter 119, *Florida Statutes*, and shall be treated as such in accordance with Florida law.

**This Agreement** is made by and between \_\_\_\_\_ (hereinafter referred to as "User") and Arlington Ridge Community Development District, doing business at 4463 Arlington Ridge Blvd, Leesburg, FL 34748 (hereinafter referred to as "District").

User hereby rents from District Space No. \_\_\_\_\_ (which is a \_\_\_\_ foot lot) in the Arlington Ridge RV Storage Area, which use includes ingress and egress from the whole of the Arlington Ridge RV Storage Area (the "Premises") for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

The District is authorized to and may add or adjust a monthly rent and any other fees or costs upon adoption by the Board of Supervisors consistent with Florida law, and with thirty (30) days' notice to Users. Spaces are on a first come, first served basis and based on the preferences provided in the terms and conditions attached hereto and incorporated herein by this reference (the "Terms and Conditions," and collectively with this agreement the "Agreement"). The term of the Agreement may not exceed six months in length; provided that the User may renew the term for additional consecutive six month periods (collectively, the "Term") by providing written notice to the District of User's intent to renew the Agreement which notice shall be provided at least thirty (30) days prior to the end of the Term.

User agrees to deliver up and surrender to District possession of the Premises at the end of the Term, in as good condition and repair as the same shall be at the Term commencement or may have been put by District during the continuance thereof- ordinary wear and tear excepted.

**USE AND COMPLIANCE WITH LAW:** The User agrees to abide by the Agreement. The above named User states that he/she has examined the Premises and acknowledges that these Premises and the RV Storage Area are satisfactory for all purposes, including the safety and security thereof, for which User shall use the Premises and RV Storage Area. The Premises named herein is to be used by the User solely for the purpose of storing an RV (hereinafter defined) consistent with the Agreement.

Unless given written permission by District, violation of this Agreement shall be deemed a default and shall be grounds for immediate termination of this Agreement and shall cancel User's right of occupancy.

**Users Store Goods At Their Own Risk**

1. I understand that the District is renting Premises for the User's self-service and is not a bailee or warehouseman in the business of storing goods for hire.
2. I hereby acknowledge that I have received a copy of the completed Agreement and that I understand the provision that states the District is not responsible for loss or damage to property on the Premises or in the RV Storage Area.
3. I hereby acknowledge receipt of the Terms and Conditions attached hereto for use of the RV Storage Area and by signing this Agreement agree to each term and condition contained herein without limitation.

**Insurance Is User's Responsibility**

- 4. I understand that the District does not provide insurance or liability coverage on any personal property in RV Storage Area.

**No Bailment Created**

- 5. It is expressly understood and agreed that no bailment or deposit of goods for safe keeping is intended or created herein. This Agreement specifically incorporates by reference Sec. 83.801-809, *Florida Statutes*, inclusive which is the "Self Storage Facility Act."

User Signature \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature \_\_\_\_\_ Date: \_\_\_\_\_

1. USE OF RV STORAGE AREA LIMITED TO CERTAIN VEHICLES. The use of the RV Storage Area shall be on a first come, first served basis and shall be limited solely to use for storage of the below-described vehicles and no others (cumulatively, referred to "RV(s)" hereinafter):

- (a) Recreational vehicle (motor homes, private motor coaches) and/or travel trailers (including fifth-wheel trailers and camping trailers); and
- (b) Boats on trailers.

Preference of spaces shall be given in the order stated above, with first preference to (a), and if space allows, next preference to (b), and if space allows, final preference to category (c). One space is permitted per household provided that if there are open spaces, more than one space may be provided to a household at management's sole and absolute discretion.

2. GENERAL TERMS AND CONDITIONS OF USE:

- (a) RVs must be in good working condition and use of the Premises is subject to the District representative's discretion. RV exteriors must be in good condition, tires inflated and motors working.
- (b) RV spaces shall be kept clean of clutter. The installation or storage of any accessory equipment and/or structures is prohibited. Storage of anything beneath, behind or on the outside of the RV is prohibited – this includes, but is not limited to, anything that is unsightly in appearance.
- (c) The RV must be confined to only one RV space and in your space identified in this Agreement. No more than one RV per space.
- (d) No vehicle repairs, maintenance activities or fluid changes of personal vehicles are permitted.
- (e) User agrees not to conduct any business out of Premises, and further agrees that the Premises are not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting or other contracting.
- (f) There shall be no habitable occupancy of the Premises by humans or pets of any kind for any period.
- (g) No storage of junk RVs. This includes RVs with expired license plates.
- (h) Washing of RVs is permissible but must comply with water restrictions and environmentally safe products.
- (i) All sidewalks, drive lanes, and fire lanes must be kept clear of all equipment and vehicles.
- (j) Absolutely no dumping of liquid waste, trash or debris of any kind whatsoever or you will be charged for the clean-up and damages.
- (k) Absolutely no explosives, or any flammable, odorous, noxious, corrosive, and hazardous or pollutant materials, improperly packaged food or perishable goods or any other goods in the Premises which would cause danger or nuisance to the Premises or RV Storage Area. Should the District discover storage of any materials other than those allowed hereunder, the District reserves the right to enter the space, remove and dispose of the materials and charge the User the actual expenses incurred. If hazardous substances are stored, used, generated or disposed of on or in the Premises or if the Premises become contaminated in any manner as a result of User's actions or inactions, User shall indemnify and hold harmless the District from any and all claims, attorney's fees, paralegal fees, and expert witness fees and costs, arising during or after the Use Term and arising as a result of that contamination by User.
- (l) No storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the User. Storage of any materials is at the Authorized User's own risk.

3. INSURANCE and CURRENT REGISTRATION. User, at User's expense, shall secure its own insurance to protect itself against all perils of whatsoever nature. All RV's shall have current registrations and tags. User's failure to carry insurance is a breach of this Agreement and User assumes all risk of loss to stored property that would be covered by such insurance. Insurance, if any, carried by the District shall be for the sole benefit of the District and User shall make no claim whatsoever against District's insurance. User agrees not to subrogate against District in the event of loss or damage of any kind or from any cause. User hereby releases District and District's officers, staff, agents and authorized representatives and employees (hereinafter collectively referred to as "District's Agents") from any and all claims for damage or loss to the personal property in, on or about the Premises, that are caused by or result from perils that are, or would be covered under the required insurance policy and hereby waives any and all rights of recovery against District and District's Agents in connection with any damage which is or would be covered by any such insurance policy. Nothing in this paragraph shall limit or reduce the rights and benefits of District under this Agreement.

4. LIMITATION OF OWNER'S LIABILITY. (A) RISK OF LOSS: No bailment is created by this Agreement. District is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the Premises subject of this Agreement shall remain vested in the User, and all property stored within or on the Premises by User or located at the RV Storage Area by anyone shall be stored at User's sole risk. District and District's Agents shall not be liable for any loss or damage to any personal property while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, being hit by golf balls, the active or passive acts or omissions or negligence of the District, or District's Agents. (B) PERSONAL INJURY: District and District's Agents shall not be liable whatsoever to any extent to User or User's invitees, family, employees, agents or servants for any personal injury or death arising from User's use of the RV Storage Area or Premises any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the District or District's Agents.

5. WAIVER OF JURY TRIAL. District and User waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either District against User, or User against District on any matter arising out of or in any way connected with this Agreement, User's use or occupancy of the Premises or RV Storage Area, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law statute or regulation.

6. ABANDONMENT. Without limiting the right of District to conclude for other reasons that User has actually abandoned the Premises, User agrees that District may conclusively deem an abandonment by User of the Premises and all property in or on the Premises to have occurred should User fail to notify District in writing of User's intention not to abandon the Premises and the property within ten (10) days following District's written notice of belief of abandonment, which notice may be given and shall be deemed to be effective upon mailing to the address on the front side of this Agreement.

7. DAMAGE TO RV STORAGE AREA; INDEMNIFICATION OF DISTRICT. (A) Should the District determine that the RV caused damage to any portion of the Premises or District's property, including but not limited to landscaping, sprinkler systems, gates and fencing or light poles, the District shall invoice the User for the actual cost of repair and/or replacement of the damaged materials. (B) User will indemnify and hold the District harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees, paralegal fees and expert witness fees and costs arising from User's use of the Premises in the RV Storage Area or from any activity, work or thing done, permitted or suffered on the Premises and stored at the User's sole cost and expense without liability for any loss or damage whatsoever, and User shall indemnify and hold District harmless from and against any loss, cost or expense of District in connection with such storage and any towing/removal, as applicable. Nothing herein shall be construed as the District's waiver of its sovereign immunity protections or other rights under the law.

8. CONDITION AND ALTERATION OF PREMISES. User assumes responsibility for having examined the Premises and hereby accepts it as being in good order and condition and agrees to pay District promptly for any repairs to the Premises resulting from negligence or misuse by the User, User's invitees, licensees or guests. User shall make no alterations or improvements to the Premises

without prior written consent of District. Should User damage or depreciate the Premises or any part of the RV Storage Area, or make alterations or improvements without the prior consent of the District, then all costs necessary to restore the Premises and/or RV Storage Area to its prior condition shall be borne by User. User shall notify District immediately of any damage or defect to the Premises and/or RV Storage Area.

9. PARTIES TO AGREEMENT. The party executing this Agreement hereby represents and warrants that he or she is not acting as agent or other representative of any other person or entity not specifically identified herein. Except as otherwise specifically provided herein, no individual or entity other than the signatory parties hereto shall have any right, title or interest in or to this Agreement or the Premises.

10. DISTRICT'S RIGHT TO INSPECT AND REPAIR THE PREMISES. User agrees that District and District's Agents and other representatives, including police and fire departments and other governmental authorities, shall have the right to enter into and upon the Premises and RV Storage Area, or any part thereof at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein and taking such action as may be necessary for the safety and preservation thereof and to secure compliance with applicable law in the event of any damage or injury to the Premises or the Project arising from the active or passive acts, omissions or negligence of User, all expenses reasonably incurred by District to repair or restore the Premises or Project shall be paid by User as invoiced by the District for actual costs incurred.

11. NO WARRANTIES. District hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and RV Storage Area and User hereby acknowledges that User has inspected the Premises and hereby acknowledges and agrees that District does not represent or guarantee the safety or security of the Premises, RV Storage Area, or of any property stored therein and this Agreement does not create any contractual duty for District to create or maintain such safety or security.

12. TERMINATION: Use of the Premises is on a first come, first served basis with no rights vested in any User. The District is entitled to terminate this Agreement immediately for cause with written notice of same to User in addition to any remedies available to the District at law or in equity. Upon termination of this Agreement, User shall remove all User's personal property from the Premises, including the RV, within twenty-four (24) hours of such written notice of termination. If the RV is not removed within such time period, the RV may be towed from the Premises by the District at the expense of the User. Notice of the towing shall be mailed to the address shown on this Agreement at least five (5) days prior to such towing unless the District determines there is an imminent danger to the health, safety and welfare of the District or its residents in which case the towing shall occur immediately without such additional notice. The District will tow vehicles in accordance with that certain *Rule Relating to Overnight Parking and Parking Enforcement*, adopted April 10, 2019 as amended from time to time, and Florida law.

13. CHANGE OF ADDRESS. Use of the Premises is only for District residents and Non-Resident Paid Users (as defined in the District's *Recreational Facilities Use Policy*). In the event User shall change User's place of residence or alternate addresses from the places hereinabove set forth, User shall give District written notice of such change within ten (10) days following the change, specifying User's current residence and alternate addresses and telephone numbers. Failure to so notify District shall constitute a waiver by User of any defense based on failure to receive any notice.

14. TERMS and CONDITIONS. These Terms and Conditions have been given to User, and are made a part of this Agreement and Users shall comply at all times with such Terms and Conditions.

15. VENUE; CONSTRUCTION OF TERMS. This Agreement shall be governed and construed in accordance with the laws of the State of Florida with venue located in Lake County, Florida. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. MISCELLANEOUS PROVISIONS. (i) Time is of the essence in this Agreement. (ii) User shall not assign the Premises or any portion thereof. (iii) This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

17. CHANGES. All terms of this Agreement, including but without limitation, conditions of occupancy and other charges, are subject to change upon thirty (30) days' written notice to User or by posting a copy of the same at the RV Storage Area (hereinafter, the "District Notice"). Upon such occurrence, the User may terminate this Agreement on the effective date of the change, giving District ten (10) days prior written notice to terminate (hereinafter, the "User Notice") after receiving the District Notice. If the User does not provide the User Notice within the timeframes set forth herein, the change shall become effective and apply to User's occupancy as of the effective date noted in the District Notice.

18. PEST EXTERMINATION: User is responsible for all pest extermination pertaining to his/her RV.

19. DISTRICT POLICIES. User is responsible for complying with any additional policies set forth in the District's *Recreational Facilities Use Policy*, as may be amended by the Board from time to time.