

RENTAL AGREEMENT

UNCOVERED Storage Space # _____

A. PROPERTY OWNER: Highland Haven Property Owners Association, Inc. (HHPOA)

B. QUALIFIED RENTER;

1. HHPOA member as defined by the association by-laws, with rental on an annual basis. Exception: Renter must be a resident owner. Owners of **lots only** are ineligible as Qualified Renters. **INITIALS REQUIRED.**
2. Long term renter (6 months or longer) of a Highland Haven residence. Space rental on a month to month basis depending on availability.
3. Nobles Addition property owner - only on a space available month to month basis.

C. RESTRICTIONS:

- Trailer space is restricted to named member's owned boat and trailer, boat trailer, utility trailer, Jet Ski and trailer or **other property if approved by the Board of Directors.** Renter will furnish written notice and provide description of a substitute property within 20 days of its first parking in a designated space. Renter must also own this property.
- RV's will be permitted provided RV covered space is not available and the RV will fit in the allotted space. In the event the RV requires two spaces, a full fee will be charged for each space.
- This permit may not be transferred to a third party. Renter will not allow use of this space by any other party.

D. CONDITIONS.

- Renter shall indemnify and save HHPOA, its successors, elected officers, agents, employees and representatives harmless from any and all claims, demands, action, costs and charges to which HHPOA may become subject and which HHPOA may have to pay by reason of any injury to any person or property or loss of life or property except those resulting solely from acts of negligence of HHPOA.
- The HHPOA Board of Directors is the sole judge in determining whether or not any part of this contract has been violated.
- In the event of a contract violation, every effort will be made to contact the property owner for correction of infraction(s). However, if owner cannot be contacted within a reasonable period, the rental property will be towed to the owner's Highland Haven address at owner's expense and the rental agreement will become immediately null and void and the space reassigned. The renter will also forfeit the remaining, unused portion of the annual fee.
- Renter is responsible for insurance of stored property to include contents.
- Proof of ownership (title &/or registration) of the property(s) to be stored is required in support of this rental agreement.**
- Trailers will be tagged with a space number by the trailer coordinator and must display this tag at all times.
- Renter will not make any alterations to the parking space.
- Any property that is placed in a space without notifying the Trailer Park Coordinator is subject to removal.
- Fuel, hazardous materials or junk will not be stored on trailers or in storage area.
- Property must remain in mobile condition i.e. no flats, missing wheels, wheel or hitch locking devices.
- Space permitting, more than one property may be stored in a rental space. Stacking of properties is prohibited.
- The HHPOA has the right to reassign parking spaces as needed and will notify renter accordingly.
- Any renter who disposes of his/her residence must remove his/her property within 10 days of closing and notify the trailer coordinator.
- Failure to satisfy payment requirements to HHPOA could result in revocation of rental privileges and/or disposal of stored property in accordance with Chapter 59 of the Texas Property Code.

ANNUAL FEES: PLEASE MAKE CHECK PAYABLE TO HHPOA.

Space #: 95-97 & 124-146	Single uncovered	\$ 96 per year (\$8 per month)
Space #: 98-112	Double uncovered	\$ 156 per year (\$13 per month)

NOTES:

- Annual fee covers period January 1 through December 31.
- Annual rents due by January 1. Notices will be emailed/mailed to renter's contact address on file 30 days prior to payment due date. A late fee of \$25 will be assessed on payments received after January 1st. If payment is not received by February 1, the rental property will be towed at owner's expense and the space reassigned.
- Rentals of less than one year will be prorated to December 31. No rent will be charged for first month if the rental period is less than ten (10) days.
- Refunds are based on prorated use. No refund for final month if the space is used for ten (10) days or more that month.
- Property owners and renters are reminded of residence and vacant lot parking restrictions imposed by The City of Highland Haven, Burnet County, Texas.

**HIGHLAND HAVEN PROPERTY OWNERS ASSOCIATION
510-B HIGHLAND DRIVE
HIGHLAND HAVEN, TEXAS 78654
hhpoa@highlandhaventx.com**

UNCOVERED Storage Space # _____

THIS WRITTEN AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF BOTH PARTIES. NO ORAL AGREEMENTS OR REPRESENTATIONS HAVE BEEN MADE.

Date Signed: _____

Renter's Signature

HHPOA Officer Signature

Renter's Name (please print): _____

Highland Haven Address: _____

Local Phone #: _____

Mailing Address if other than above: _____

Email: _____

Other Telephone # (s): _____

TRAILER PROPERTY DATA:

Registered Owner: _____

Copy of title and/or registration required

Property:	#1	#2	#3	#4
Type (boat, utility, ?)				
State /License #				
Make/Model				
Mfg. ID #				
Length				
Width				
Color				
Other ID				

Record of Payments

Period:	Date if prorated:	Fee	Check #	Date	Remarks
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			
1/1/___ - 12/31/___	/ / - / /	\$			

REFUND: DATE _____ AMOUNT _____ CHECK# _____ Initial of HHPOA Officer _____