

**MOUNTAIN PARK HOME OWNERS ASSOCIATION
RECREATIONAL VEHICLE STORAGE LOT (RV Lot)
LEASE AGREEMENT**

Recreational Vehicle Lot Application

NAME: _____ ODL #: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

HOME PHONE #: _____ WORK PHONE #: _____

MOBILE PHONE #: _____ EMAIL: _____

TYPE: _____ YEAR/MAKE/MODEL _____

COLOR/OTHER IDENTIFYING MARKINGS: _____

LENGTH: _____ WIDTH: _____

LICENCE #: _____ COPY OF TITLE: _____ Yes _____ No

REGISTRATION/IDENTIFICATION NUMBERS: _____

Lease Agreement

This lease agreement ("Lease Agreement"), made this _____ day of _____, by and between Mountain Park Home Owners Association (hereinafter "The Association") and _____ (hereinafter "The Lessee").

WHEREAS, The Association is the owner of certain common property located within the Mountain Park development which has been designated as a Recreational Vehicle Storage Lot (RV Lot) for use by Mountain Park property owners and residents, and

WHEREAS, The Lessee owns property in or resides within the Mountain Park development, is the owner of the recreational vehicle(s) identified above ("Recreational Vehicle"), and wishes to lease space in the RV lot for the storage of said Recreational Vehicle(s);

NOW, THEREFORE, it is agreed as follows:

1. Lessee acknowledges that the RV Lot is limited to storage of licensed non-commercial vehicles, boats, campers, motor homes, trailers and other items as approved by the Manager.
2. Lessee agrees to pay in advance a semi-annual lease fee as set by the Association for RV Lot space # _____ located in the Mountain Park Recreational Vehicle Lot the bottom of Abelard Street. Payment periods commence on January 01 and July 01 of each year. Lease fees are included with assessment statements to property owners and in direct billings to

other residents. Failure to pay fees by January 31 and July 31 of each year will result in termination of this agreement.

3. Lessee agrees to register any Recreational Vehicle to be stored in the leased space and to provide proof of ownership for said vehicle to the Association. Lessee further agrees to immediately notify the Association of any change in vehicle to be stored in the space and to provide proof of ownership of such new vehicles. If the vehicle is sold, the Association should be notified and the vehicle should be removed from the leased space on the date of sale.
4. Lessee agrees to store the Recreational Vehicle only in the space identified in Paragraph 1 above and to immediately notify the Association of any other vehicles obstructing or occupying the leased space. Such space shall be for the storage of the Recreational Vehicle only. Automobiles, trucks, and other personal property shall not be stored in the storage areas. Only one vehicle per space.
5. Lessee agrees to keep their assigned storage space and the Recreational Vehicle clean and maintained at all times. The Association maintains the non-storage portion of the storage area.
6. Lessee agrees to assure all vehicles, RV's, boats, and trailers are operable per Lake Oswego Municipal Code Section 34.10.525, which states *"it shall be unlawful for any person to maintain any inoperable vehicle on private property for a period of time in excess of one month. For the purposes of this chapter an inoperable vehicle is defined as any vehicle which does not display a current state vehicle license and/ or tags or which cannot be moved without being either repaired or dismantled or which is no longer safely usable for the purposes for which it was manufactured."*
7. Lessee agrees to maintain all personal property in good operating condition at all times. Any gas or oil leaks shall be repaired immediately. No storing of gas, diesel fuel, or any flammable or hazardous material in other than permanent fuel tanks.
8. Lessee agrees to lock the gates when leaving the storage area.
9. Lessee agrees to be responsible for any damage(s) caused by the Recreational Vehicle to Association property, their property, or other personal property, while in the RV Lot.
10. Lessee agrees that The Association, its officers, agents, and employees shall in **no** way be held liable for any injury or damage to property or persons in or about the RV Lot. Lessee further agrees to indemnify, defend, and hold harmless The Association against any and all claims, demands, suits and actions arising out of, or in any way connected with, the use or occupancy of the RV Lot space. The Association shall not be considered a bailee and no bailment is created.
11. The Association agrees to provide semi-annual billings for the leased space at least **10** days in advance of the renewal date to the lessee at the address contained in the Association records. It is the Lessee's responsibility to keep the Association informed of any changes in address or phone number.
12. The Association agrees to remove any vehicle improperly stored in the Lessee's assigned space after being so notified by Lessee.

13. This Lease Agreement automatically terminates on the last day of the month in which Lessee is no longer a Mountain Park property owner or no longer resides in the Mountain Park development. This Lease Agreement shall automatically terminate after two (2) years and shall automatically renew for successive two-year periods unless one party gives the other party notice that the Lease Agreement shall not be renewed. This Lease agreement may also be terminated upon 30 days written notice by either party. Should this Agreement be terminated during a renewal period, a refund of lease payment will be made based on the number of full months left in the lease period after termination.
14. Lessee agrees to pay a \$100 key deposit, which will be refunded when the key is returned upon moving out of the space.
15. The Recreational Vehicle Lot Application is part of this Agreement and any false or misrepresented statements or claims will result in the immediate termination of this Agreement.
16. The Association agrees to notify Lessee of any violations of the agreement, including vehicles not registered with the Association, improperly parked, inoperable or unmaintained vehicles, and expiration of the lease termination. If the violation is not corrected or the vehicle removed within 30 days of the notification, the Association has authority to remove the vehicle and/or any item of personal property. Should the Association have to remove any item of personal property, Lessee is responsible for all costs incurred in the removal, including attorney fees, towing costs, and damage to clean or repair Association property.
17. This Lease Agreement is not assignable by Lessee nor shall Lessee sub-lease any interest in the assigned space.
18. This Lease Agreement does not affect any rights or obligations by either party under the Association's Declaration, Bylaws or any rules and regulations adopted by the Association's Board of Directors. The Association reserves the right to take any enforcement action against Lessee as provided in its Declaration and Bylaws or any rules and regulations.

I certify that I have read and understand the terms of this Agreement and that all information in the Recreational Vehicle Lot Application is true and accurate to the best of my knowledge.

Lessee Signature

Date

Mountain Park HOA Authorized Signature

Date

*****For Mt. Park Office Use Only*****

Key Deposit received \$_____.

Check for _____ month's rent.

(# of months _____ x monthly rate \$_____ = Amt. Due \$_____.