

2020-2021

***Kissimmee Bay Community
RV/Boat & Trailer Reserve Parking Space Agreement***

WHEREAS, _____

(Print Name)

(Hereinafter "homeowner") and is the recorded deed owner of _____
(Print Property Address)

Who desires to utilize an assigned space in the RV/Boat & Trailer Marina Parking area owned by the Kissimmee Bay Community Association, Inc. (hereinafter "Association"); and

WHEREAS, the Association is the Florida Not-For-Profit Corporate entity formed for the specific purpose of maintaining the common facilities of the Association; and

WHEREAS, the homeowner is desirous of being assigned a parking space to store an RV/Boat/Trailer in the designated parking lot owned by the Association as more fully agreed upon between the parties;

NOW, THEREFORE, for and in consideration of the Association extending temporary use and possession of the RV/Boat & Trailer parking area, the parties agree as follows:

- 1. Homeowner shall assume and be responsible for and shall indemnify and hold Association harmless from all claims and demands of all parties whatsoever made against Association for damages or compensation for injuries or accidents to persons, animals, materials, tangible, and real property due or claimed to be due, either direct or indirectly, to homeowner use of the parking area and facilities, or to the acts or omissions of homeowner its employees, agents, successors or assigns, or any employed directly or indirectly by any of them for the use and operation of the recreational facilities which are the subject of this Agreement. The homeowner shall pay all judgments obtained by reason of accidents or injuries, including all legal costs, court expenses, and other like expenses and reasonable attorneys' fees incurred in connection with any damage or accident arising out of or in any way related to the use of the facilities.**
- 2. The parties to this Agreement expressly recognized that the Association is not required to allow the use of the parking space to homeowner's and this indemnification and hold harmless Agreement is, therefore, a material inducement for Association agreeing to make said facility available to the homeowner.**
- 3. Homeowner agrees to release forever and discharge Association, its employees, officers, directors, successors, and assigns from all claims of action and suits against Association, its employees, officers, directors, successors, and assigns which its administrators, successors, employees, officers, directors and assigns possess or could possess concerning or arising from homeowner's use of the facilities.**

Homeowner's and their administrators, successors, officers, directors, and assigns further agree to hold forever harmless, defend and indemnify Association, its employees, officers, directors, successors, and assigns from any losses, costs, damages, claims, causes of action and expenses, including reasonable attorneys' fees, resulting from or arising from any claims, actions and causes of actions asserted against Association, its employees, officers, directors, successors or assigns by any party and/or the third party concerning, directly or indirectly, the use of Association's facilities by homeowner's.

4. This Agreement shall be for a term of twelve (12) months from September 01, 2020, to September 30, 2021, and shall not be automatically renewed at the expiration of said Term. However, the Association Board of Directors may extend the term of this Agreement for another twelve (12) months period if the owner has not breached any terms or conditions contained in this Agreement.
5. The homeowner shall provide the Association and/or the Association Management Company a current copy of the registration documents for the RV/Boat/Trailer stored in the parking area.
6. Upon execution of this Agreement and payment of \$300.00 (payable to KBCA), which represents the non-refundable usage fee for twelve months to store one RV/Boat/Trailer. The Association will assign and an issue space upon availability. If a space is not available homeowner may request to be placed on a waiting list.
7. Each RV/Boat/Trailer must display the Kissimmee Bay identification sticker. The appropriate stickers issued by the Association and/or Management Company must be used.
8. Only one RV/Boat/Trailer will be assigned per parking space unless approved by the Board of Directors.
9. No parking space can be shared with any other RV/Boat/Trailer, regardless of whether or not said RV/Boat/Trailer has an appropriately assigned and displayed Kissimmee Bay sticker.
10. RV/Boat/Trailers must be fully operational and licensed. The homeowner must provide and attach a copy of the current ID, Registration, and/or License number to the Association and/or Management Company.
11. All RV/Boat/Trailers stored in their approved and assigned space must have fully inflated tires at all times.
12. If RV/Boat/Trailer is covered, the tarp must be a solid color and adequately secured. The tarp must be kept in excellent condition; the homeowner must replace the tarp that becomes damaged and torn.
13. In the event the homeowner violates any of the terms or conditions contained in this Agreement, the Agreement shall immediately terminate, and the Association shall have all remedies available to it at law or in equity to remove the RV/Boat/Trailer from the parking area/lot at the sole expense of the homeowner. This includes the right to tow the RV/Boat/Trailer from the parking facility at the owner's expense pursuant to Chapter 715, Florida Statutes.

THIS AGREEMENT is null and void if the resident is not current with their HOA dues. The resident will be notified by registered mail, at last, known address, and if dues are not paid ten (10) days after notice, the RV, boat, or trailer will be towed at the owner's expense under Chapter 715, Florida Statutes.

THIS AGREEMENT may not be changed orally. If a portion of this Agreement is held invalid, the remaining portions shall not be affected.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date set forth below. HOMEOWNER

(Owner signature)

Date Executed

(Print name)

(Phone number)

Email address _____

_____ **OFFICE** _____

Agreement approved by: _____ **Date:** _____

Payment Amount: _____ **Check Number:** _____ **Effective Date:** _____

Sticker Number: _____ **Space Number:** _____

Boat/Trailer/RV ID #: _____ **Tag #:** _____

Revised January 31, 2021