STORAGE LOT RENTAL REQUIREMENTS:

1) READ “STORAGE LOT POLICY & RULES”

2) READ & SIGN “STORAGE LOT AGREEMENT & RELEASE”

3) FILL OUT & SIGN “STORAGE LOT SPACE RENTAL” FORM

4) IF APPLICABLE:

   a. PROVIDE PICTURE OF VEHICLE

   b. PROVIDE PROOF OF REGISTRATION

   c. PROVIDE PROOF OF INSURANCE

5) PAY RENTAL FEE + GATE FOB DEPOSIT ($50.00)

6) RECEIVE GATE FOB

STORAGE LOT SPACE RENTAL

DATE _____ **SPACE #** _____

OWNER TENANT # _____ **TENANT RENTER/LESSEE #** _____

Owner Tenant	*Tenant Renter/Lessee*
First Name:	*First Name:*
Last Name:	*Last Name:*
Address:	*Address:*
City, Zip Code:	*City, Zip Code:*
Telephone:	*Telephone:*
Email:	*Email:*
Signature:	*Signature:*

DESCRIBE VEHICLE/CONTAIINER TO BE STORED:

TYPE_____ **MAKE** _____

LENGTH_____ **LICENSE / HULL (CF) #**_____

(Please indicate the **total length** of all pieces.)

Insurance Carrier: _____**Policy:** _____

Policy Effective Dates: _____

FOR OFFICE USE ONLY

COMMENTS:

_____

_____

_____

Key Deposit Amount Received on _____ **for $**_____

Lot Gate Transmitter Issued # _____

1st Month's Rental Fee Received on _____ **for $**_____

Exit Date:_____

CROSSWOODS HOMEOWNERS' ASSOCIATION
STORAGE LOT AGREEMENT AND RELEASE

This Storage Lot Agreement and Release (hereinafter "agreement") is entered into by _____ (hereinafter referred to as "TENANT") and the CROSSWOODS HOMEOWNERS ASSOCIATION (hereinafter referred to as "ASSOCIATION"). TENANT certifies that he is the owner of a Lot in the Crosswoods Development. TENANT requests rental of space #_____ in the Crosswoods Homeowners Association Storage Lot (hereinafter referred to as "LOT") located at 6880 Auburn Boulevard, Citrus Heights, California. In consideration of the use thereof, TENANT agrees to the following terms and conditions:

1. TENANT shall comply with the STORAGE LOT POLICY AND RULES (hereinafter referred to as the "RULES") of the ASSOCIATION pertaining to the operation of the LOT, as such RULES may be amended from time to time by the Board of Directors.

2. TENANT shall comply with the ASSOCIATION'S Declaration of Covenants, Conditions, and Restrictions of the CROSSWOODS HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "DECLARATION"), as from time to time amended.

3. TENANT shall pay a monthly rental fee of $_____ for space # ____. Payments shall be rendered in advance of the month for which the space is rented. The first rental payment shall be made on the first day of the first month following acceptance of space. Thereafter, monthly rental payments shall be paid to the ASSOCIATION by the 1st of every month this agreement is in effect. In the event that TENANT fails to pay the monthly rent by the 1st of every month, the ASSOCIATION may charge a late payment fee of at least ten dollars ($10) if the monthly rental fee remains unpaid for at least ten (10) days after the due date specified in this section.

4. The term of this agreement shall be on a month-to-month basis, until either of the parties terminates the agreement by giving notice as provided herein. The ASSOCIATION reserves the right to increase the monthly rental fee and modify the terms and conditions of this agreement.

5. TENANT will provide proof of insurance to the ASSOCIATION within ten business days following execution of this agreement for Authorized Vehicles (reference RULES) and TENANT shall furnish to the ASSOCIATION, in writing, any changes to TENANT's insurance within ten (10) business days. TENANT shall also furnish proof of insurance upon the expiration of the TENANT's policy period. Association shall have the right to request that TENANT provide proof of insurance at any time during the duration of the agreement and TENANT shall provide the requested information within five (5) business days after receiving notice of said request. In the event that TENANT does not maintain insurance as required in this section, the Association may immediately terminate this agreement and TENANT's right to use the LOT.

6. TENANT acknowledges and agrees that any damage caused by TENANT'S use of the LOT, whether to personal property of other users of the LOT or to the LOT or any ASSOCIATION property, shall be the sole financial and legal responsibility of TENANT.

TENANT further acknowledges and agrees that at the discretion of the ASSOCIATION'S Board of Directors, ASSOCIATION property within the LOT may be repaired or removed by the ASSOCIATION and the costs incurred assessed against the TENANT as a special individual assessment.

7. TENANT shall not be entitled to assign his or her rights under this agreement of the aforementioned allocated space to any person or persons. TENANT may sublet the aforementioned allocated space to a person who is renting or leasing the TENANT's Lot(s) (Crosswoods property(ies)). TENANT may not sublet aforementioned space to any other person or persons.

8. Notwithstanding any other provisions of the agreement, the ASSOCIATION may terminate this agreement at any time upon giving ten (10) days written notice to TENANT. In the event the ASSOCIATION terminates this agreement, TENANT shall be entitled to a prorated refund of any prepaid rent beyond the ten (10) day notice period. TENANT may terminate this agreement at any time upon giving thirty (30) days written notice to the ASSOCIATION. In the event TENANT terminates the agreement, he or she is not entitled to any refund of any prepaid rent beyond the last month of occupancy by TENANT.

9. Notwithstanding any other provisions of the agreement, in the event that the monthly rental fee remains unpaid for fourteen (14) consecutive days, the ASSOCIATION may terminate this agreement and may terminate the right of TENANT to use the LOT by sending written notice ("preliminary notice") to the address of TENANT and the alternative address of another individual provided by TENANT, via certified mail, postage prepaid, or by regular first-class mail if the ASSOCIATION obtains a certificate of mailing indicating the date the notice was mailed. Furthermore, TENANT acknowledges that TENANT's property may be subject to a claim of lien and may even be sold to satisfy the lien pursuant to Business and Professions Code Section 21701 et seq., if the monthly rent or any other charges under this agreement remain, upon for fourteen (14) consecutive days after mailing of the preliminary notice.

10. Upon termination of this agreement, or upon surrender of said storage space, TENANT shall leave the premises in good repair and condition.

11. Any notice to the ASSOCIATION must be given in writing and mailed to or personally delivered to its office located at 6510-B Crosswoods Circle, Citrus Heights, California, 95621. TENANT shall provide a primary address along with an additional address of another individual, as shown below for the purpose of receiving notice from the ASSOCIATION. Except for the provisions set forth in section 9, above relating to preliminary notice, any notice to TENANT must be given in writing, by first class mail, to the address shown below. Any notice shall be deemed delivered (a) when received if personally delivered, or (b) three (3) calendar days after deposit in the U.S. mail, first-class postage fully prepaid. Either party must notify the other party, in writing, of any change in address in accordance with this section.

12. Access to the LOT is presently by remote only. TENANT shall be entitled to remote #_____ and agrees to pay the ASSOCIATION $50.00 prior to receipt of the key as a refundable security deposit for performance of the provisions of this paragraph. TENANT agrees to return and surrender the key to ASSOCIATION: (a) upon the termination of this

agreement, (b) upon the change to a different access system for the LOT, (c) upon the demand of ASSOCIATION resulting from TENANT'S failure to abide by the RULES; or (d) upon any breach of this agreement. TENANT further agrees to safeguard the key to prevent its use by any unauthorized person and not to transfer the key. TENANT shall indemnify and hold the ASSOCIATION harmless from any liability, loss, or claim resulting from any theft, loss, or misuse of the key. TENANT shall immediately notify the ASSOCIATION of the loss or theft of the key, but such notification shall not excuse TENANT from any liability hereunder.

13. (a) TENANT shall indemnify, defend and hold the ASSOCIATION, its managers, directors, officers, members, employees, and other agents (collectively and individually referred to as the "INDEMNIFIED PARTY") harmless from and against any and all alleged damages, liabilities, claims, demands, injuries, expenses, attorneys' fees and costs, causes of action, in law or equity, of every kind and nature whatsoever (for, but not limited to, bodily and personal injury and damage to or destruction of real property) arising out of or relating in any way to TENANT'S use of the LOT. (b) TENANT waives all claims against the INDEMNIFIED PARTY for, and releases the INDEMNIFIED PARTY from, any and all damages, liabilities, claims, demands, injuries, expenses, attorneys' fees and costs, causes of actions, in law or equity of every kind and nature whatsoever (for, but not limited to bodily and personal injury and damage to or destruction of real property) related thereto, which arise from, or are in any way related to TENANT'S use of the LOT. (c) TENANT acknowledges that the INDEMNIFIED PARTY has given consent for TENANT to store his or her personal property at the LOT upon reliance on the indemnification and release set forth in (a) and (b) above.

14. In the event a dispute arises under, or is related to, this agreement and whether or not a lawsuit is filed or commenced, the prevailing party shall be entitled to all fees and costs, including attorneys' fees, incurred to enforce the terms of this agreement.

15. The Storage Lot Transaction form (“Lot Form”) and any amendments made thereto, is hereby incorporated by reference as part of the agreement. TENANT agrees to notify ASSOCIATION, in writing, of any changes regarding information contained in Lot Form, including, but not limited to, the vehicle being stored or the contact information of TENANT. Notwithstanding any other provisions of the agreement, failure to update the Lot Form within ten (10) business days of any change in the Agreement may be grounds for terminating the agreement.

16. The RULES are hereby incorporated by reference as part of the agreement, as well as any amendments made thereto.

17. This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue for any legal action to enforce the agreement shall be Sacramento County.

18. In the event of the termination of the agreement due to violation(s), the tenant will be given 30 days to vacate their respective vehicles or storage containers off the LOT. If not removed from the LOT at the end of the working day of the 30 days, the vehicle or storage container will be removed and stored elsewhere at the tenant’s expense.

_____ _____
Please Print Name

_____ _____
Signature of TENANT

_____ _____
Name and Signature of TENANT RENTER/LESSEE

_____
Crosswoods Lot (Property) Address

_____
Mailing Address

_____
Telephone Number

_____
Email Address

_____
Vehicle/Container Type

_____
Vehicle License or CF No. (if applicable)

_____
Insurance Company Name (if applicable)

_____
Type of Insurance

_____
Policy Number

_____
Policy Coverage Period

_____
Name of Storage Container Company

_____
Storage Container Company address and Contact Information

CROSSWOODS HOMEOWNERS' ASSOCIATION
STORAGE LOT POLICY AND RULES

Policy

The Crosswoods Homeowners Association's (the "Association") policy is to operate the Storage Lot (the "Lot"), formerly known as the "RV Storage Lot," in such a manner as to accommodate the RV, automobile, and other storage needs of its members. The Association's policy is also to operate the Lot in cost-effective manner to ensure that it is financially self-sufficient and, ideally, a revenue-generating asset. Because of associated liability and insurance issues, only members of the HOA may rent spaces in the Lot. The Lot is not to be used for storage of hazardous materials.

Acceptable vehicles are defined as:

1. Any vehicle, camper or trailer that is equipped to provide temporary occupancy and is self-propelled, truck mounted or towable on public roads.

2. Any trailer specifically designed to transport a boat, motorcycle, automobile, dune buggy, snowmobile, all-terrain vehicles, or other vehicle used for recreational purposes.

3. A boat that is towable.

4. An automobile, van or pickup truck, motorcycle, dune buggy, snowmobile, all-terrain vehicle, and other recreational vehicles.

5. A commercial truck such as a food truck or towable commercial trailer.

6. A "POD", or other commercially available storage container.

The final interpretation of the above definitions' rests with the discretion of the Board of Directors. Members desiring to rent a space in the Lot to store anything else must obtain special permission in writing from the Board of Directors.

All members who are assigned a space in the Lot are required to complete and sign a STORAGE LOT AGREEMENT AND RELEASE which includes a refundable $50 key deposit.

Rules

1. Definitions.

    a. Member -- An individual who owns a Lot in the Crosswoods development (the "Development")

    b. Authorized Vehicle -- Only vehicles that meet the requirements set forth in this Lot Policy and Rules are eligible to occupy a space in the Lot. All vehicles must have current registration and be insured. Members will provide proof of insurance on demand.

    c. Storage Containers -- All items other than vehicles stored in the Lot must be completely enclosed within a commercial storage container that can be secured

and moved to and from the Lot by a commercial storage container provider licensed to do business in California.

2. Measurements for Lot Space. The length of the vehicle(s) or storage container permitted to be stored in the Lot will be limited by the space available. Vehicles and storage containers must not extend beyond the lines of the assigned space and shall not exceed a maximum length of thirty-two (32) feet.

3. Rental Fees. There are two (2) sizes of Lot spaces, each with a different rental fee. Members renting a space in the Lot shall pay the following rental fees to the Association, due by the 1st day of each month, in advance for the month in which the Lot space is rented

   a. 24'X10' $50

   b. 32'x12' $80

4. Assignment of Spaces. All spaces will be assigned by the Association on a first-come, first—serve basis. In the event that no spaces are available at the time a request for space is made, the applicant's name will be placed on a waiting list.

   a. As spaces become available, the first name on the wait list will be offered the space. The member will have 72 hours to decide if they still want or need the space. In the event that the member no longer desires, or cannot use the space, the next name on the list will be offered the space.

   b. An individual will not lose his or her place on the waiting list solely because he or she cannot use the space at the time it is offered.

5. Renting Extra Spaces. A member may rent an additional space on a TEMPORARY basis so long as (1) additional spaces are available for rent, and (2) no names are on the waiting list

6. Subleasing.

   a. An entire space may be subleased from a non-resident member to a tenant who resides in the member's Lot or from a member who owns and rents multiple Lots.

   b. A member's tenant shall be required to complete all required paperwork from the Association prior to subleasing a space. Such paperwork requires information including, but not limited to, the sublessor-member's Lot space number, key and key number, residential Lot number, and a signed authorization from the member for the rental of the space.

   c. The sublessor-member shall remain fully responsible for the following:
      I. Payment of the monthly rent

      II. Compliance with the STORAGE LOT AGREEMENT AND RELEASE

III. Compliance with these Lot Policies and Rules.

7. Termination of Temporary Spaces. If a member with no space in the Lot requests a space, but the Lot is full, a TEMPORARY rental space will be terminated in the following order:

   a. The most recent renter shall be terminated first, regardless if renting (1) directly from the Association, or (2) subleasing from a sublessor-member.

   b. Once there are no longer TEMPORARY occupied spaces to terminate, a member waiting list shall be established. As spaces become available, they will be offered to the first member's name on the waiting list. If that member is not able to use the available space it will be offered to the next member on the list. Any member on the waiting list who is offered a space and cannot use it does not lose his or her place on the list.

   c. TEMPORARY rentals are subject to termination upon ten (10) days' written notice.

8. Notice of Termination of Rental. The Association reserves the right to terminate any rental upon ten (10) days' written notice.

9. Return of Rental Fees when Terminated. If any TEMPORARY rental is cancelled and the monthly fee has already been paid, the member shall be refunded on a pro-rata basis.

10. Violations: Right to Tow/Remove. Owners of vehicles or storage containers stored in violation of these rules will be cited and put on notice. Failure to correct the violation will result in a written notice to remove the vehicle or storage container. Such removal must be made within ten (10) days from the date of the notification. Failure by the member to remove the vehicle or storage container will result in the vehicle being towed or container removed to another storage facility at the member's expense.

11. Electricity & Water Use. Nothing shall be plugged into the Lot's electrical outlets for more than 48 consecutive hours, and the Lot's water shall not be used to wash any vehicle stored in the Lot.

12. Management. The Board of Directors has the right to assign and reassign spaces as necessary for efficient management of the Lot and operational needs.

13. Structures. Erection of semi-permanent or temporary shelter structures in the Lot is prohibited.