



98 Wyndemere Way, Naples, FL 34105  
239.263.0761

### STORAGE AREA PARKING RENTAL AGREEMENT

This Parking Rental Agreement is made between "WHOA" Wyndemere Homeowners Association, Inc; the (Landlord) and the undersigned Resident/Member, the (Tenant) under the following terms and conditions:

The Tenant agrees to notify the Landlord in writing within ten (10) days of any changes in the personal information as written below. (Please Print)

Resident/Member: \_\_\_\_\_

Address: \_\_\_\_\_, Naples, FL 34105

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Vehicle Description: Make & Model \_\_\_\_\_

Approximate Size/Length: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

License & State: \_\_\_\_\_ Registration #: \_\_\_\_\_

Space #: \_\_\_\_\_ Rate Per Month: \_\_\_\_\_ Total Due: \_\_\_\_\_

**Plan discounts: 5% for 6-month lease, 10% for 12-month lease - must be paid in full upfront.**

1. **Term:** The term of this rental shall be from: \_\_\_\_\_ to: \_\_\_\_\_
2. **Rent:** The rent shall be due upfront for the duration of this agreement. Payment will be paid by check or money order and made payable to Wyndemere Homeowners Association, Inc; or May be charged to your homeowners' account. Should you leave prior to the end date of this agreement, your account will be credited for the unused portion or you may request your refund to be paid by check.
3. **Use of Premise:** The vehicle described shall be the only vehicle parked in the designated space. The stored vehicle shall be the responsibility of the resident/member.
4. **Insurance:** The resident/member shall maintain a policy of collision and comprehensive vehicle insurance on all parked vehicles. The insurance on the vehicle(s) is a material condition of this Parking Agreement and failure to carry the required insurance is a breach of the Agreement.

5. **Release of WHOA's Liability for property damage:** Parking in the Lot is at your sole risk. WHOA, its' agents and employees shall not be liable for any loss of or damage to Resident/Member's personal property arising from burglary, mysterious disappearance, fire, water, damage, flooding, animals, birds, rodents, vermin, insects, earth movement, social unrest, rioting, war, Acts of God and the active or passive acts or omissions or negligence of the WHOA agents or employees.
6. **Release of WHOA's Liability for Bodily Injury:** WHOA's agents and employees shall not be liable to Resident/Member during use of the premises, even if such injury is caused by the active or passive acts or omissions or negligence of the WHOA's agents or employees.
7. **Indemnity:** Resident/Member agrees to indemnify, hold harmless and defend WHOA from all claims, demands, actions, or causes of action that are hereinafter brought by others arising out of the use of the premises, including claims of WHOA's active negligence.
8. **Parking:** Park in assigned space only – vehicles parked in the wrong space or incorrectly will be requested to move at once. If you have any questions, please contact the office or Privacy Gate.
9. **Assignment and or Subletting:** Space shall not be sublet or any portion thereof, to store property owned by others.
10. **Uses Strictly Prohibited:** Resident/Member shall not do or permit to be done any act which creates or may create a nuisance in connection with use of the space. The storing or using materials on the premises classified as hazardous or toxic under local, state, or federal law is strictly prohibited.
11. **Termination:** A Fourteen (14) day notice will be given by WHOA to Resident/Member of the intent to terminate this agreement. Excess prepaid rent shall be returned within 30 days of vacating the space.
12. **Tenant has read the entire agreement and upon signing this agreement agrees to abide by the contents of this agreement.**

RESIDENT/MEMBER (TENANT)

WHOA – WYNDEMERE HOMEOWNERS  
ASSOCIATION, INC. (LANDLORD)

\_\_\_\_\_  
DATED: \_\_\_\_\_

\_\_\_\_\_  
DATED: \_\_\_\_\_

**AUTHORIZATION TO CHARGE RENTAL FEE TO QUARTERLY HOMEOWNERS ACCOUNT:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_