

**WYNDEMERE HOMEOWNERS ASSOCIATION, INC ("LANDLORD")
PARKING RENTAL AGREEMENT**

Carefully READ this Parking Rental Agreement. It is made between Landlord and the undersigned "Tenant", on the following terms and conditions:

NOTICE OF LIEN: PURSUANT TO FLORIDA LAW, LANDLORD HAS A LIEN UPON TENANT'S VEHICLE ("Vehicle") FOR UNPAID RENT AND OTHER CHARGES YOUR PROPERTY MAY BE SOLD TO SATISFY THE LIEN IF RENT IS NOT PAID

WHEREAS, Landlord is responsible for the administration, management and operation of the Wyndemere Homeowners Association, Inc. located in Collier County, Florida, in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded in O.R. Book 2570, Page 2109 et seq. of the Collier County Official Records, as amended.

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

(Please Print)

Tenant: _____ MONTHLY RENT: \$ _____

Address: _____, Naples, FL 34105

Phone: _____ E-mail: _____

Vehicle Space No: _____

Vehicle Description: _____ Make: _____ Model: _____

Approximate Size/Length: _____

License Number: _____ Registration Number: _____ State: _____

First and Last Months' Full Rent = _____ One Month's Security Deposit = _____

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 commence on _____ and shall continue on a month-to-month basis thereafter.

2. **RENT:** The rent shall be the amount stated above. Rent is due on the first (1st) day of each calendar month, in advance and without demand. Landlord reserves the right to require that rent and other charges be paid by check or money order. Landlord may change the monthly rent or other charges by giving tenant fourteen (14) days advance written notice at address stated in this Parking Rental Agreement. The new rent rate shall become effective on the first day of the next month, when rent is due. If Tenant has made advanced rental payments, the new rent rate will be charged against such payments, effective upon giving notice of the new rates.

3. **USE OF PREMISE:** The vehicle described shall be the only vehicle parked in the designated space. The stored vehicle shall be owned by Tenant. Tenant shall provide Landlord with whatever proof of ownership and insurance Landlord deems necessary. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's vehicle and any stored property therein has any value, nor shall anything alter the release of Landlord's liability set forth below.

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4. **INSURANCE:** Tenant, at Tenant's expense, shall maintain a policy of collision and comprehensive vehicle insurance coverage on all parked vehicles. The insurance on Tenant's vehicle is a material condition of this Parking Rental Agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required Insurance is a breach of this Parking Rental Agreement and Tenant assumes all risk of loss to the parked vehicle that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees for loss or damage to vehicle or any stored property therein.

5. **RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** Tenant parks Vehicle at Tenant's sole risk. Landlord or Landlord's agents and employees shall not be liable for any loss of or damage to Tenant's Vehicle or personal property within the vehicle while on the premises arising from any cause whatsoever including, but not limited to, 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 Landlord. Landlord's agents or employees. Tenant understands that this release of Landlord's liability is a bargain for condition of the rent and Landlord's agreement to enter into this Parking Rental Agreement: and that if Landlord were not released from the liability set forth in the Parking Rental Agreement—A much higher rent would have been charged.

6. **RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and employees, or Wyndemere Country Club, its agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the premises, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agent's or employees, the Wyndemere Country Club and its agents and employees.

By signing, I, the Tenant, agree and acknowledge that:

1. I have read, understood, and agree to the terms of covenants and conditions of this Parking Rental Agreement
2. I have asked Landlord's agent or employees any questions I think are important:
3. I understand that as an inducement to Landlord to enter into this Parking Rental Agreement in addition to agreeing to the terms and conditions of this Parking Rental Agreement, Tenant warrants the personal information found on the face of this Agreement to be true and correct.

I have also read and understand each of the foregoing items.

1. I agree to perform my part of this Parking Rental Agreement
2. I have received a copy of this Parking Rental Agreement, and
3. I understand that Landlord is not responsible for and will not pay me for any loss, theft or destruction of or damage to my personal property, and that Landlord does not insure personal property.

7. **INDEMNITY/HOLD HARMLESS:** Tenant further acknowledges and agrees that it is using the assigned parking space at its own risk. Landlord, its officers, directors, agents and employees shall have no liability of any nature to Tenant or anyone utilizing the assigned parking space under this Parking Rental Agreement, including but not limited to, for towing of a vehicle in accordance herewith damage to person or property or otherwise. Landlord, its officers, directors, agents and employees shall not be liable for the acts (whether criminal or otherwise) relating to the assigned parking space. Tenant hereby waives all claims against the Landlord, its officers, directors, agents and employees for theft, vandalism or damage to any property including, but not limited to, Tenant's vehicle or any other vehicle occupying the assigned parking space, loss of any personal property, injury or death of any person in, upon the land in which the assigned parking space is located, arising at any time and from any cause, and Tenant agrees to indemnify, defend and hold Landlord, its officers, directors, agents and employees harmless from and against all costs, liability or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with this Parking Rental Agreement or the use of the assigned parking space, or any theft, vandalism or damage to any property, or any personal injury or death, even if caused by the negligence of the Landlord, its officers, directors, agents and employees. Tenant acknowledges that adequate consideration is provided for the waiver, hold harmless and indemnification agreements provided for herein. The provisions of this paragraph shall survive termination of this Parking Rental Agreement.

8. **PARKING:** Park in assigned space only - vehicles parked in the wrong space or incorrectly may be relocated by the Landlord at the Tenant's expense. If you have a question, please check with manager.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not sublet or assign the space, or any portion thereof, nor store property owned by others without the prior written consent of the Landlord. The Tenant agrees not to conduct a business at or from the premises and not to commit a nuisance thereon.

10. **NO WARRANTIES:** No expressed or implied warranties are given by Landlord, Landlord's agents or employees as to the suitability of the parking space for Tenant's intended use. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use.

11. **RULES AND REGULATIONS:** Landlord shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the premises or the preservation of good order Tenant agrees to abide and follow all the rules and regulations now in effect, or that may be put into effect from time to time, and that are posted and/or given as an addendum to this Parking Rental Agreement.

12. **USES STRICTLY PROHIBITED:** Tenant shall not do or permit to be done any act which creates or may create a nuisance in connection with Tenant's use of the space. Tenant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials Tenant's obligations of indemnity as set forth in this Parking Rental Agreement herein specifically include any cost, expenses, fines or penalties imposed against the Landlord, arising out of storage, creation, or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests

13. **TERMINATION:** Fourteen (14) days written notice given by Landlord or Tenant to the other party will terminate this tenancy Security Deposit and excess prepaid rent shall be returned within 30 days of vacating the unit, if proper notice has been given Tenant must leave the space in good condition, and is responsible for all damages.

14. **REMEDIES UPON DEFAULT:** Upon default of the Parking Rental Agreement by the Tenant, the Landlord may immediately terminate the Parking Rental Agreement and pursue any and all remedies available to the Landlord, including, but not limited to, all remedies provided by Chapter 720, Florida Statutes, the Declaration, the Articles of Incorporation and Bylaws, as amended from time to time. In addition, the Landlord may, pursuant to Chapter 715, Florida Statutes, tow the vehicle from the assigned parking space. Tenant agrees that Landlord shall not be liable or otherwise be held responsible for any vandalism, theft, damage, loss or expense in connection with such removal or storage. Landlord shall not be deemed a bailee of the vehicle removed pursuant to this paragraph.

15. **CUMULATIVE NATURE OF REMEDIES:** All remedies provided for in Section 14 herein shall be cumulative and in addition to any and all remedies available. The choice of one remedy shall not exclude or limit Landlord's right to utilize any other available

16. **HOLDING OVER:** At the expiration or upon termination of this Parking Rental Agreement as provided herein, Tenant will remove the vehicle from the assigned parking space. If Tenant fails to remove the vehicle in a timely manner, Tenant shall be liable for additional rent in an amount as determined by the Landlord.

17. **MODIFICATION:** Except as provided for herein, this Parking Rental Agreement shall not be modified, altered or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any modification not in compliance herewith shall be null and void and of no force or effect. In the event any portion of this Parking Rental Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be null and void and the balance of this Parking Rental Agreement shall remain in full force and effect. This Parking Rental Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.

18. **ATTORNEY'S FEES:** In any action, litigation, arbitration, proceeding, or non-litigation compliance or enforcement action arising out of or concerning this Parking Rental Agreement, the prevailing party shall be entitled to recover from the other its costs and reasonable attorney's fees, through the appellate level, whether suit be brought or not. Venue shall lie in Collier County, Florida.

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19. **STORAGE AREA RENTAL PROVISIONS:** The Storage Area Rental Provisions attached hereto are expressly incorporated into this Parking Rental Agreement along with the terms and conditions contained therein.

DO Not Sign This Parking Rental Agreement Before you have READ It and Fully Understand It. The Terms and Conditions on Each Side of this Parking Rental Agreement are an Important part of this Rental Agreement. Tenant has Read the Entire Parking Rental Agreement, front and reverse sides.

TENANT

By Tenant

Dated: _____

LANDLORD:
WYNDEMERE ASSOCIATION, INC.

By Manager

Dated: _____

May 26, 2022