

BAYLES LAKE HOMEOWNERS STORAGE AGREEMENT

THIS AGREEMENT, executed in duplicate at Loda, Illinois, this ____ day of _____, 20____, by and between BAYLES LAKE HOMEOWNER'S ASSOCIATION, an Illinois Not-for-Profit Corporation, with principal offices at Loda, Illinois, hereinafter called "Association," and _____ hereinafter called "Owner."

- WHEREAS, the Owner is a member of said Association and is the Owner of _____, hereinafter referred to as the "Property",
- WHEREAS, said Owner desires to store said Property; and,
- WHEREAS, said Association has designated an area for storage for its members (on an "As Available" basis); and,
- WHEREAS, the parties hereto desire to set forth the terms of the storage;
- NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. No fee shall be paid by the Owner to the Association for the storage of said Property, except as provided in Paragraph 10.

2. The Property shall be stored at such place as designated by the Association.

3. The cost of moving said Property to the place of storage and the cost of the removal of said Property from the place of storage shall be borne solely by Owner.

4. Said Owner agrees to a **Two-Year Storage Agreement** of said Property commencing **September 2020** and ending **September 2021**.

5. The said Association maintenance staff is authorized to move said Property to a different place in the storage area, at their discretion.

6. Owner, as a material part of the consideration to be rendered under the terms of this Storage Agreement, hereby waives all claims against said Association, its Directors, Officers, agents and employees, for injuries to persons in or about the area where said Property shall be stored, from any cause arising at any time, and hereby waives all claims against said Association, its Directors, Officers, agents and employees, for any damage to said Property from any cause arising at any time said Property is on the real estate of said Association in storage under the terms of this Agreement and Owner will hold said Association, its Directors, Officers, agents and employees, exempt and harmless for and on account of any damage, injury, claim, loss or expense, including but not limited to attorney's fees, to any person, or to the property of any person, arising from the storage of said Property under the terms of this Agreement, regardless of whether or not such damage, injury, claim, loss or expense is caused in part by a party indemnified hereunder.

7. Said Association, its Directors, Officers, agents and employees shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by said Owner or by any person whosoever may at any time be using or occupying or visiting said Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of said Owner or said Association, or any of its Directors, Officers, Agents or Employees, or of any occupant, visitor or user of any portion of the premises used by said Association for the storage of items of personal property.

8. Said Owner shall not use, or permit, any of the area where said property is stored, or any part thereof, to be used for any purpose or purposes other than the storage of Owner's property above identified.

9. Said Owner agrees that said Property is and will remain in good operating condition. All boats must be identified as required by the Rules and Regulations of the Bayles Lake Homeowners Association. All Property must have permanently attached thereto, in a location that is visible to the Association, either the name of the owner or the lot number of the owner.

10. In the event of a default in any of the terms of this Storage Agreement by the Owner, the Association, without notice to or demand on Owner, may take possession of the property and sell it or any portion of it at public or private sale, without demand or notice of intention to sell, and apply the proceeds of the sale, after deducting all costs and expenses incurred in connection with the repair, storage and sale of the property to all obligations of Owner then due to the Association. If the proceeds, after permitted deductions, are less than the total sum due the Association from the Owner, the Owner must immediately pay the Association the difference. If the proceeds, after permitted deductions, are more than the total sum due the Association from the Owner, the Association will hold the excess proceeds for the benefit of the Owner, subject to the provisions of the Uniform Disposition of Unclaimed Property Act of the State of Illinois.

NOTE: Owners who store Property (campers, motor homes, recreational vehicles, boats and trailers, utility trailers, etc.) behind the Association's Maintenance Shed must sign a waiver form. These forms may be obtained from the maintenance or security person.

NOTE: All storage space (campers, motor homes, recreational vehicles, boats and trailers, utility trailers, etc.) behind the Association's Maintenance Shed is on a first come first serve basis.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BAYLES LAKE HOMEOWNER'S ASSOCIATION: _____

BAYLES LAKE HOMEOWNER: _____

Owners address: _____

Telephone: _____

Approved; 9-28-16
Reviewed: 4-20-18
9-1-20