

## Erskine Lakes Property Owners Association Boat Storage Lease Agreement

READ this lease carefully. It describes the terms and conditions for paid boat storage.

After reading, complete page 3 and return to ELPOA with payment.

## This agreement applies to the following locations:

MOHAWK TRAIL (MT) RAMAPO PLACE (RP) T-DOCKS (TD)

SHORT PLACE (SP) TICE PLACE (TP) LAKEVIEW AVE EXT (LEXT)

MAIN BEACH B-Ball (MBB) MAIN BEACH V-Ball (MBV) UPPER LAKE PENINSULA (UL)

This lease ("Lease" or "Storage Agreement") is dated and made between the below Erskine Lakes Property Owners Association member (Occupant) and the Erskine Lakes Property Owners Association (ELPOA). Further be it resolved that the use of the Access Point/Beach shall be restricted to members in good standing of ELPOA. However, membership in ELPOA shall not automatically entitle members to the use of the facility. The ELPOA Board of Directors shall, from time to time, establish rules governing the use of the Access Point/Beach and fees to be charged.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, ELPOA and Occupant hereby agree as follows:

**Space** – ELPOA demises and leases to Occupant, and Occupant rents from ELPOA, a space ("Space") in the ELPOA Access Points/Beach.

Space in the <u>Access Point / Beach Storage Areas (as listed above):</u> shall be allocated to members on a first-come first-serve basis with those members currently using the Space given the option of renewing.

- Term The term of this Lease shall be for the 2024 and 2025 seasons commencing on June 1, 2024, the year this agreement is executed and shall expire at noon on Nov. 15, 2025.
- 2. Fee 2024/2025 Fee is: \$80 per space for the 2024/25 Seasons, There is no Platinum Discount or multiple boat discounts. Occupant shall deliver to ELPOA full payment calculated, together with this Storage Agreement executed by Occupant. The amount to be paid by Occupant for the entire term shall be as described in this Agreement.
- 3. **Designated Space** Each Occupant shall be responsible for their boat in the designated space.
- 4. **Boat Decals** Each boat must display the current year's ELPOA boat decal on the rear/stern of their boat. Boats not displaying the current ELPOA boat decal by <u>June 1<sup>st</sup></u> can be removed from the access point/beach.
- 5. Usage of Space The Space initially claimed by the Occupant pursuant to this Storage Agreement is to be used by Occupant solely for the purpose of storing a boat. A description of the boat that the Occupant is authorized to store in the Space is set forth in this Agreement. The Occupant shall not assign the Space or otherwise permit the Space or any part thereof to be used or occupied by any other party without the prior written consent of ELPOA in each instance. Boats must be kept in their assigned space and not relocated to another member's space, without first obtaining permission from the BRAP Committee Chairperson. For health reasons, it is the boat owner's responsibility to insure that their boat is kept free of standing water. Boat accessories shall not be stored in the Access Point /Beach(i.e. trailers, paddles, etc.)

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- 6. Cleanliness Members shall share in the responsibilities of cleanliness of the Access Point/Beach and Space. The Occupant shall keep the Space clean of debris. All items not placed in Occupant's boat will be considered waste. Immediately following the Term Period, ELPOA will remove all waste from the Space. Any waste removed from the Space used by the Occupant is subject to an assessment of a Waste Removal Fee to be paid by Occupant.
- 7. Occupant's Maintenance of Boats Neither the Occupant nor any other person shall be permitted to perform maintenance on any boat or other item of equipment within the Access Point/Beach.
- 8. Maintenance/Cleaning of Access Points/Beaches At unscheduled times, BRAP may clean the Access Points to perform other maintenance tasks. These maintenance/cleaning tasks depend on weather and availability of equipment so cannot be accurately scheduled. Occupant recognizes that the Occupant may, at unscheduled times, be asked to temporarily move their boat to permit such cleaning or other maintenance of the Access Point/Beach.
- 9. Default of Lease In the event Occupant fails or refuses to comply with any term of this Storage Agreement, ELPOA shall have a lien on all personal property stored in Occupant's Space for rent, labor or other charges in relation to the personal property, and for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to this Storage Agreement. Personal property stored in Occupant's Space may be sold or otherwise disposed of if full payment of the rent required pursuant to Section 2 hereof has not been received by June 15 of the year in which the Storage Period commences. Occupant shall hold harmless ELPOA, its employees and agents, from and against any expense, loss or liability (including, without limitation, legal and collection fees) suffered or incurred by ELPOA or any third party as a result of or in connection with any breach by Occupant of Occupant's obligations under this Storage Agreement.
- 10. Security and Insurance The storage of Occupant's boat and any other personal items within the Access Points /Beaches pursuant to this Storage Agreement shall be solely at Occupant's risk. ELPOA does not provide any type of insurance protecting Occupant's personal property from loss by fire, theft, falling limbs, wind, or any other type of casualty loss. It is the Occupant's sole responsibility to obtain such insurance. Furthermore, ELPOA is not responsible for any theft, vandalism or other unanticipated loss or damage to Occupant's boat. Occupant hereby releases ELPOA, its employees, agents and invitees from all liability for any loss or damage to Occupant's boat and/or other personal property whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of ELPOA or ELPOA employees, agents, licensees or invitee.

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## **Erskine Lakes Property Owners Association Boat Storage Lease Agreement**

Name	2024 Member Number								
Address									
Occupant & Date of Lease: This Storage Agreement is made and entered into this day of2024, by and between ELPOA and the Occupant who gives the following information:  Check location requested – indicate 1 for first choice and 2 for second choice.  Pedal Boats may only be stored in Pedal Boat racks located at: Mohawk Trail, Ramapo Place and T-Docks.									
MOH	AWK TRAIL (MT)	RAMAPO PLACE (RP)		T-D	T-DOCKS (TD)				
SHOP	RT PLACE (SP)	TICE F	TICE PLACE (TP)		LAK	LAKEVIEW AVE EXT (LEXT			
MAIN	BEACH B-Ball (MBB)	MAIN	BEACH V-Ba	II (MBV)	UPPER PENINSULA (UL)		JLA (UL)		
Return this page with payment to ELPOA, PO Box 723, Ringwood, NJ 07456  Description 2023 2023 5025									
Boat	(i.e., RowBoat, Kaya Paddleboard, Ped		Size	Color	Loc.	Space #	Fee *		
1									
2									
3									
4									
5									
*2024/2025: Boat Space Fees- <b>\$80</b> for 2024 & 2025 seasons ending 11/15/2025  *If paying by Venmo add an additional <b>\$5</b> for each space @ELPOA  • No Platinum or Multiple boat discounts.  • Use a separate application if you are storing in multiple areas.									
Fill out table above, identify payment method below and enter sum of Fees here →									
Check	Money Order		enmo			OTAL			
Check Payment (Make checks payable to: ELPOA). If Venmo Payment add fee, send to @ELPOA Please mail form to ELPOA, PO Box 723, Ringwood NJ 07456 – or email to <a href="mailto:secretary@elpoa.com">Secretary@elpoa.com</a> .									
I,, Occupant, hereby agrees to the terms of the Storage Agreement									
(Print full name)									
(Occupant signature)									

SECRETARY USE ONLY

REC'D:	CHECK #:	AMT:	
BADGE #	VENMO:	TOTAL	

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