



NEWPORT STORAGE
AGREEMENT

OWNER _____ Date _____

This storage Agreement is made as of the date of agreement above between MCK Properties (known hereafter as MCK) and Newport Property Owners Association (known hereafter as NPOA) and the Newport Property Owner (known hereafter as the OWNER) (shown on Attachment 1)

1. NPOA will manage the storage space and does hereby authorize the OWNER a storage space as indicated on **Attachment 1** currently located on the unimproved area of Headwater Drive on as available basis commencing on date indicated and continuing to a termination date as stated by the MCK/NPOA.
2. MCK and/or the NPOA may terminate the tenancy or modify the terms of this Agreement by giving the Owner a 90-day written notice to remove the OWNERS items. The Owner may terminate the agreement by giving the NPOA 30-days written notice.
3. The respective annual fee shall be paid to the NPOA Treasurer in advance before the Owner is allowed to use the space. The NPOA is responsible for the larger area and the storage space not used.
4. Any storage agreement terminated after commencement of this agreement the OWNER will be responsible for the total storage fee, with no prorating.
5. The storage area is exclusively for the use of Newport Property Owners Only. Items not the property of the Owner will not be stored in the storage area. Assigned storage space shall be used solely for the storage of the items (trailer/Boat, vehicle) described in Attachment 1.
6. OWNERS shall:
 - a) pay to NPOA according to the terms of this agreement, the fee amount of \$100 per year, (prorated for initial fee, however, there will be no prorating for early termination) to be paid upon commencement of this agreement and thereafter, will be due annually on April 1st.
 - b) keep their trailer/vehicle in a safe and working condition while within Newport storage area. Storage items not in working condition are not permitted in the storage area.
 - c) not use excessive speed within the storage area or violate other safety rules established by NPOA.
 - d) be provided the combination to the gate lock. It is the OWNERS responsibility to open the lock for access and then lock the gate when exiting the storage area.
 - e) Be responsible for keeping the weeds and grass cut in the immediate area surrounding their storage item(s).

7. MCK/NPOA shall not be liable for any personal injury sustained by any OWNER, his family, guests, visitors, or agents while upon any of NPOA storage location. It being expressly agreed by the OWNER that he/she accepts as his/her own those risks and hazards related to the storage property and/or activities.
8. Disorderly or inappropriate conduct by the OWNER (or their family, guests, or visitors) which, as determined by and in the sole discretion of NPOA, may result in injury to any person, cause damage to MCK/NPOA or other OWNERS, or through the actions of the aforementioned parties, harm the reputation of MCK/NPOA shall be cause for immediate cancellation of this storage agreement.
9. LIABILITY: It is mutually agreed that when NPOA accepts a trailer/boat/vehicle for storage, that MCK/NPOA shall not be held liable in any manner for the safekeeping or the condition of the boat or trailer, that MCK/NPOA is not responsible as warehouseman and that the relation of the parties hereto shall be that of landlord and OWNER and that MCK/NPOA shall in no way be responsible to OWNER for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to OWNERS property attached to or stored in OWNERS trailer, boat or vehicle, that MCK/NPOA shall not be responsible for any/all personal injuries occurring at the storage area or that my occur later as a result of being in the storage area. It is expressly agreed to by the OWNER that the presence of his person or property at the storage premise is evidence of his/her assuming the risk of all such losses.
10. Should this agreement be canceled for any reason; NPOA shall have the right of removing OWNER'S property from the storage space at the expense of the OWNER. During any said removal, MCK/NPOA shall not be liable to the OWNER for any damages to said trailer or personal property attached thereto or stored in the trailer.
11. NPOA is hereby requested and authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the OWNER in moving their property from the above specified storage space if NPOA deems it desirable under emergency or other unusual conditions to take such action either to protect or prevent damage to the trailer, boat or vehicle or other surrounding property. It is expressly understood that MCK/NPOA shall not be responsible for any damage occurring because of this gratuitous action.
12. The OWNER must give a 30-day written notice to NPOA before permanently removing the OWNERS property from the storage area.

OWNER SIGNATURE: _____ . DATE: _____

NPOA REPRESENTATIVE SIGNATURE: _____ DATE _____

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Attachment 1

Commencement Date: _____ Termination Date: _____

NOTE: Notify the NPOA 30-Day in advance if Terminating Storage.

*Please fill out all applicable information:

OWNER INFORMATION:

1. LAST NAME (please print) _____

2. FIRST NAME _____

3. Newport Address _____

4. Mailing Address: City State Zip Code _____

5. PHONE:

a. Main Phone# _____

b. Alt phone # _____

6. E-MAIL ADDRESS: _____

7. Storage Items

a. Trailer Type: 1. _____ (List All-if more than one) (i.e., Boat, Jet Ski, Utility, Travel)

2. _____

3. _____

b. Other: _____

Signature Owner: _____

*To be filled in by Newport POA Representative

ASSIGNED LOCATION: _____

Signature Newport Representative: _____