



Property Owners Association, Inc.
Established 2006

NEWPORT STORAGE AGREEMENT

PROPERTY OWNER _____

Date _____

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

WHEREAS this agreement further defines the terms between the PROPERTY OWNER and the NPOA under the governing agreement "STORAGE PARKING LOT AGREEMENT" with MCK MORTGAGE PROPERTIES, LLC signed and dated December 17, 2025.

1. NPOA will manage the storage space and does hereby authorize the PROPERTY 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 NPOA.
2. NPOA may terminate the tenancy or modify the terms of this Agreement by giving the PROPERTY OWNER a 60-day written notice to remove the PROPERTY OWNER'S items. The PROPERTY 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 PROPERTY 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 PROPERTY OWNER will be responsible for the total storage fee, with no prorating.
5. The storage area is for the use of Newport Property Owners Only. Items not the property of the PROPERTY OWNER will not be stored in the storage area. Assigned storage space shall be used solely for the storage of the items (trailers including boats and personal watercraft and recreational vehicles) described in Attachment 1.
6. PROPERTY OWNERS shall:
 - a) pay to NPOA according to the terms of this agreement, the fee amount of \$200 per year per item/parking space, (there will be no prorating for initial year or early termination unless requested and approved by the NPOA Board) to be paid upon commencement of this agreement and thereafter, will be due annually no later than March 31st. If not paid when due, then such amount shall become delinquent and shall bear

interest at the rate of 1.5% per month (18% per annum) after the due date. The cost of collection, including attorney's fees, shall also be added to the amount.

- 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 PROPERTY OWNER'S responsibility to open the lock for access and then lock the gate when exiting the storage area. Storage parking access hours are from 6:00am till 10:00pm.
 - e) Be responsible for keeping the weeds and grass cut in the immediate area surrounding their storage item(s).
7. NPOA shall not be liable for any personal injury sustained by any PROPERTY OWNER, his family, guests, visitors, or agents while upon any of NPOA storage location. It being expressly agreed by the PROPERTY 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 PROPERTY 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 NPOA or other PROPERTY OWNERS, or through the actions of the aforementioned parties, harm the reputation of NPOA shall be cause for immediate cancellation of this storage agreement.
 9. LIABILITY: It is mutually agreed that when NPOA accepts trailers including boats and personal watercraft and recreational vehicles for storage, that NPOA shall not be held liable in any manner for the safekeeping or the condition of the trailers including boats and personal watercraft and recreational vehicles, that NPOA is not responsible as warehouseman and that the relation of the parties hereto shall be that of landlord and PROPERTY OWNER and that NPOA shall in no way be responsible to PROPERTY OWNER for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to PROPERTY OWNERS property attached to or stored in PROPERTY OWNER'S trailers including boats and personal watercraft and recreational vehicles, that NPOA shall not be responsible for any/all personal injuries occurring at the storage area or that may occur later as a result of being in the storage area. It is expressly agreed to by the PROPERTY 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 PROPERTY OWNER'S property from the storage space at the expense of the PROPERTY OWNER. During any said removal, NPOA shall not be liable to the PROPERTY OWNER for any damages to said trailer or personal property attached thereto or stored in the trailers including boats and personal watercraft and recreational vehicles.
 11. NPOA is hereby requested and authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the PROPERTY 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 trailers including boats and personal watercraft and recreational vehicles or other surrounding property. It is expressly understood that NPOA shall not be responsible for any damage occurring because of this gratuitous action.

12. The PROPERTY OWNER must give a 30-day written notice to NPOA before permanently removing the PROPERTY OWNERS property from the storage area.

PROPERTY OWNER SIGNATURE: _____ DATE: _____

NPOA REPRESENTATIVE SIGNATURE: _____ DATE: _____

NEWPORT STORAGE
AGREEMENT

Attachment 1

Commencement Date: _____ Termination Date: _____

NOTE: Notify the NPOA 30-Day in advance if terminating storage.

*Please fill out all applicable information:

PROPERTY OWNER INFORMATION:

1. Last Name (please print) _____
2. First Name _____
3. Newport Address _____
4. Mailing Address: Street, City, State, Zip Code _____
5. Phone:
 - a. Main Phone# _____
 - b. Alt phone # _____
6. E-Mail Address: _____
7. Storage Items: (List all if more than one) (i.e., trailers including boats and personal watercraft and recreational vehicles)
 - a. Type: 1. _____
2. _____
3. _____
 - b. Other: _____

Signature PROPERTY OWNER: _____

To be filled in by Newport POA Representative

Assigned Location: _____

Signature Newport Representative: _____