



STORAGE SPACE AVAILABILITY

Owners in good standing with the DeBordieu Colony Community Association (“DCCA”) shall be entitled to apply for the use of a dry storage space. If necessary, a waiting list will be maintained by the DCCA. When a space becomes available, owner shall be notified of the availability of a space and owner shall have 10 days from the date of such notice to accept the space or forfeit his/her rights to use such space.

Multiple owners of a single DeBordieu property may share a single space.

Temporary spaces are valid for no more than 30 days.

The rights granted hereunder to Owner are personal and not assignable. Owner's rights hereunder terminate immediately upon the closing of the sale of Owner's DeBordieu real property.

FEES

Owners will pay \$400 annually to have their boat stored at Dry Storage “A” (Firehouse Road location) and Dry Storage “B” (Construction Road location). Temporary spaces will be made available for up to 30 days for a minimum weekly fee of \$20.

Payment of fees is required when the space is assigned and **WILL NOT** be refunded for any reason.

USE OF SPACE

Owner may store one of the following in the Space provided that the size of the item stored fits within the space: non-commercial trailer, recreational vehicle or one boat on a trailer. Any vehicle stored must be in good working order, properly registered with the DCCA and any applicable authorities.

Owner shall be assigned a single numbered space and may not occupy all or any part of another space.

Parking is a shared, scarce resource. Any trailer, recreational vehicle or trailered boat occupying a space at a dry storage facility must be parked entirely within the marked boundaries of its assigned space. Any trailer, recreational vehicle or trailered boat parked anywhere other than in its assigned space, or any trailer, recreational vehicle or trailered boat parked in such a fashion that it extends beyond the marked boundaries of its assigned space, is subject to removal, without notice, at the owner's expense, without any need for prior declaration of default.

STORED AT OWNER'S RISK

Any use of the assigned space shall be at the Owner's risk and Owner agrees to indemnify and hold harmless the DCCA, its officers, agents and employees for any use of the space by Owner. The indemnity provided for herein shall include all claims for death or injury or damage to the property stored by Owner for whatever reason, including reasonable attorneys' fees incurred by the DCCA, its officers, agents or employees.

Owner agrees to maintain insurance in amounts reasonably satisfactory to the DCCA covering property damage and liability.

DEFAULT AND REMEDIES

Owner shall be in default upon the occurrence of one or more of the following: Owner violates any term of this Agreement (the term "Agreement" includes the Dry Storage Agreement and the Dry Storage Policy); Owner ceases to be in good standing with the DCCA; Owner compromises the security of the Dry Storage Area.

Upon the occurrence of an event of default, Owner shall be given written notice by first class mail or such other means selected by DCCA reasonably calculated to provide notice to Owner and Owner shall have 10 days from the date of such notice to cure the default. If such default is not timely cured, DCCA shall have all rights available to it, including but not limited to removing the property stored at the facility at Owner's expense and storage of such property for a reasonable time at Owner's expense. Owner agrees to pay all reasonable costs and expenses incurred by DCCA, including reasonable attorneys' fees and expenses.