

**COURTYARD HOMEOWNERS' ASSOCIATION, INC.**

**TAIT'S RACK LEASE AGREEMENT**

<b>Space #</b> _____ <b>Gate Key #</b> _____
<b>Lease term:</b> July 1, 2024 – June 30, 2025

**Courtyard Property Owner:** \_\_\_\_\_

**Courtyard Property Address:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Home or Contact Phone:** \_\_\_\_\_

This Lease Agreement (“Lease”) is entered into between the above-listed Courtyard Property Owner (“LESSEE”) and Courtyard Homeowners Association, Inc. (“CHOA”), by and through its Board of Directors and the Kayak/Canoe Committee (“KCC”), for the purpose of leasing one assigned space in CHOA’s kayak, canoe, and stand-up paddleboard storage rack (“Tait’s Rack”) located within CHOA’s community park. Accordingly, CHOA and LESSEE agree to the following terms and conditions:

- 1. Annual Lease Fee.** LESSEE shall pay \$120 (one-hundred twenty dollars) (“Annual Lease Fee”) per year for one assigned space in Tait’s Rack for storage of one non-motorized kayak, one non-motorized canoe, or up to two non-motorized stand-up paddleboards (“Boat”) of a size that complies with the maximum dimensions described herein or otherwise granted per written request. The rate of the Annual Lease Fee is subject to change at any time by vote of CHOA Board of Directors. The assigned space is not transferable, and sublease is not permitted. There is a one-time setup fee of \$20.
- 2. Term.** The Lease Term (“Term”) begins at 12:01 a.m. on July 1, 2024 and continues through 11:59 p.m. on June 30, 2025. This Lease is effective upon the initial pre-paid Lease Term and continues through subsequent pre-paid Lease Term(s) for as long as 1) LESSEE’s Boat remains in Tait’s Rack, 2) Annual Lease Fee payments are current and pre-paid annually, 3) LESSEE remains in good standing with CHOA, (4) LESSEE routinely uses the Boat stored in Tait’s Rack for recreation, and (5) LESSEE complies with the provisions in the Lease.
- 3. Insurance.** For the duration of this Lease, LESSEE shall maintain personal liability insurance, personal property insurance, medical insurance, and, if appropriate, boat liability/casualty insurance in an amount of at least \$300,000.00 to cover any personal injury and property damage to Boats, vehicles, or other property that LESSEE, guests, third parties, or CHOA property might sustain while using and accessing Tait’s Rack and adjacent common areas. Please consult your homeowner insurance policy, as many policies include the requisite personal liability coverage.
- 4. Security.** LESSEE shall secure LESSEE’s Boat with appropriate locks greater than one-fourth (1/4”) diameter and cables within the assigned space. Additionally, LESSEE shall secure the gated enclosure with CHOA’s keyed lock upon leaving Tait’s Rack or at any

other time that LESSEE discovers that Tait's Rack has been left open and/or unlocked.

5. **Safety.** LESSEE shall ensure that Tait's Rack and the surrounding premises in CHOA's community park are safe for the activities in which LESSEE engages. LESSEE shall immediately suspend any activity that is likely to result in injury to LESSEE or others or in damage to the premises or property of others, including CHOA. Upon becoming aware of any unsafe or potentially unsafe condition, LESSEE shall cease all activity that could increase the danger and immediately notify CHOA.
6. **Termination.** If LESSEE terminates the Lease prior to the end of the Term, LESSEE shall forfeit the remainder of LESSEE's annual fee unless and until a suitable replacement LESSEE is found and executes a Lease. CHOA can terminate the lease if submission of application information is incorrect or misleading. If CHOA terminates the Lease prior to the end of the Term for a reason other than LESSEE's breach of the Lease, CHOA shall issue a refund proportional to the whole months remaining in the Lease. Existing LESSEES whose Lease has been terminated by CHOA must vacate the assigned space in Tait's Rack and return the gate key to the Chair of KCC within seven business days.
7. **Default.** If LESSEE violates any provisions of or otherwise breaches this Lease, CHOA shall provide written notice of the violation to LESSEE at the address(es) provided by LESSEE in this Lease. If LESSEE fails to remedy the violation within 30 days of the written notice or otherwise refuses to comply with the Lease, CHOA has the right to terminate the Lease and to remove LESSEE's Boat from Tait's Rack at LESSEE's expense. In the case of default, LESSEE shall forfeit the remainder of LESSEE's annual fee and forfeit the right to use Tait's Rack.
8. **Abandonment.** If LESSEE fails to remove LESSEE's Boat or other property from Tait's Rack after the Lease Term expires, CHOA has the right to remove LESSEE's Boat from Tait's Rack at LESSEE's expense. Any Boat or other property removed from Tait's Rack that is not claimed after 180 days is considered abandoned and may be disposed of as CHOA and KCC deem appropriate.
9. **Renewal.** The Lease does not renew automatically. In May of each year, the KCC Chair will send a notice and renewal form to all existing Tait's Rack LESSEES. If there are material changes to the Lease, a copy will be attached to the notice and referenced in the renewal form. Existing LESSEES who choose to renew the Lease must return the executed renewal form, a \$120.00 check made out to "Courtyard Homeowners Association," and current proof of insurance by June 15. Failure to provide payment for any subsequent by June 15 will automatically result in termination of the Lease and forfeiture of the assigned space in Tait's Rack. Existing LESSEES who choose NOT to renew the Lease must notify the Chair of KCC in writing before June 1 and vacate the assigned space in Tait's Rack and return the gate key to the Chair of KCC by June 30.
10. **RELEASE. CHOA MAKES NO REPRESENTATIONS OF SECURITY OR SAFETY TO LESSEE. LESSEE ASSUMES TOTAL RESPONSIBILITY FOR THE PROPER STORAGE, SECURITY, SAFETY, AND WELL-BEING OF LESSEE'S BOAT AND PERSONAL PROPERTY STORED IN TAIT'S RACK. LESSEE HEREBY RELEASES CHOA, INCLUDING ITS BOARD OF DIRECTORS,**

**EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, COMMITTEE CHAIRS, SUCCESSORS, AND ASSIGNS, FROM ANY LIABILITY FOR THEFT, VANDALISM, LOSS, OR DAMAGE TO ANY BOAT OR OTHER PROPERTY STORED IN OR TRANSPORTED TO OR FROM LESSEE'S SPACE IN TAIT'S RACK. LESSEE AGREES TO LOOK TO LESSEE'S INSURANCE AS THE SOLE SOURCE OF RECOVERY RELATING TO OR ARISING BY, THROUGH, AND UNDER 1) PERSONAL INJURY SUSTAINED WHILE IN OR AROUND TAIT'S RACK OR OTHER CHOA PROPERTY; 2) THEFT OF ANY BOAT OR OTHER PROPERTY FROM TAIT'S RACK OR OTHER CHOA PROPERTY; OR 3) DAMAGE, WHETHER WILLFUL OR NEGLIGENT, TO LESSEE'S PROPERTY CAUSED BY ACTS OF NATURE, LESSEE, GUESTS, AND THIRD PARTIES WHILE IN OR AROUND TAIT'S RACK OR OTHER CHOA PROPERTY.**

**11. INDEMNITY. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CHOA, INCLUDING ITS BOARD OF DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, COMMITTEE CHAIRS, SUCCESSORS, AND ASSIGNS, FROM ANY LEGAL ACTION OR CLAIM BROUGHT BY OR ON BEHALF OF LESSEE AGAINST CHOA ARISING BY, THROUGH, OR UNDER THE LEASE OR UTILIZATION OF TAIT'S RACK FOR ANY ACT OR OMISSION ALLEGED TO HAVE BEEN THE CAUSE OF INJURY, LOSS, OR PROPERTY DAMAGE TO OR BY LESSEE AND ANY OF LESSEE'S GUESTS. SUCH INDEMNIFICATION SHALL INCLUDE ANY AND ALL EXPENSES ASSOCIATED WITH SUCH AN ACTION OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SETTLEMENT OR JUDGMENT, ATTORNEY'S FEES, EXPERT WITNESS FEES, COURT COSTS, AND DEPOSITION FEES.**

**12. Governing Law.** The provisions of this Lease are governed by and construed in accordance with the laws of the State of Texas. If any court of competent authority declares any portion of this Lease void or otherwise invalid, the remainder of this Lease shall remain in full force and effect.

By executing this Lease:

<sup>x</sup> LESSEE acknowledges receipt of the written policies and eligibility for leasing one assigned space in Tait's Rack.

<sup>x</sup> LESSEE represents that LESSEE is the/an owner of residential property within Courtyard subdivision, is a good-standing member of CHOA, has no other access to the creek (e.g., private home dock, Courtyard Boathouse Condos), is the/an owner of the Boat to be stored in Tait's Rack, and has the legal capacity to enter into this Lease.

<sup>x</sup> LESSEE understands that execution of this Lease may alter LESSEE's legal rights and agrees that LESSEE has been advised to obtain legal advice prior to execution of this Lease. By LESSEE's signature below, LESSEE acknowledges that LESSEE has obtained such legal advice or expressly waives the opportunity to do so.

**IMPORTANT INSTRUCTIONS:**

A new LESSEE must meet with the Chair of KCC to review and consent to the lease terms, and sign one copy of this lease. (This signed document will be scanned within two days, with a digital (PDF) copy sent via email.

At the meeting you will bring the following:

- 1) Your boat to be stored:
- 2) Appropriate cables and locks for securing the Boat within Tait’s Rack,
- 3) Current proof of insurance, and
- 4) Initial Payment: \$140 (\$120 for the first-year fee, plus \$20 for one time setup), via
  - a. A personal check made out to “Courtyard Homeowners Association,” OR
  - b. Pre-arrangement to receive a bill for the Initial Payment via the Association’s manager of HOA fees.

**COMPLETE ALL INFORMATION BELOW TO ENSURE RESERVING A SPACE:**

Boat Description (if the boat has not yet been purchased, write “NOT PURCHASED” and provide the description when available):

Kayak \_\_\_ Canoe \_\_\_ SUP \_\_\_

Mfg./Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Tait’s Rack accommodates Boats of the following **maximum dimensions**: Length 16ft, Width 33in, Depth 15in. If LESSEE’s Boat dimensions exceed these dimensions, please indicate the actual dimensions:

Length: \_\_\_\_\_ ft. Width: \_\_\_\_\_ in. Depth: \_\_\_\_\_ in. Weight: \_\_\_\_\_ lbs.

Subject to space constraints, KCC will attempt to accommodate non-standard Boats in Tait’s Rack.

Upon execution of this Lease, a numbered gate key will be provided to LESSEE. **The key may not be duplicated for any reason.** Replacement keys are \$15 each.

IN WITNESS WHEREOF, the Parties execute this Lease effective as of \_\_\_\_\_.

Signature of LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_  
Courtyard Property Owner

Signature of CHOA: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative for CHOA