

WILLOW WOOD MID-RISE CONDOMINIUM ASSOCIATION III, INC.
LEASE AGREEMENT FOR GOLF CART STORAGE

This lease is made and entered into this _____ day of _____, 20__, by and between WILLOW WOOD MID-RISE CONDOMINIUM ASSOCIATION III, INC., whose address is c/o Excel Property Management, P. O. Box 880408, Boca Raton, FL 33488 (hereinafter called "Association"), and _____, whose address is _____, (hereinafter called "Tenant").

1. PREMISES: Association hereby leases to Tenant and Tenant leases from Association for the term and conditions hereinafter set forth, those certain premises known as a specific golf cart space numbered below, located in the bike shed belonging to Willow Wood Mid-Rise Condo III, Palm Beach County, Florida, known as golf cart space # _____, together with the building and other improvements constructed thereon as hereinafter provided pursuant to the Association minutes of February 12, 2015.

2. TERM: The term of this Lease shall be for three () years, commencing on _____, 20__ (commencement date), and continuing until _____, 20__ unless sooner terminated as hereinafter provided. Thereafter renewals will be for one year at the prevailing rate and are non-refundable.

3. Rental space may only be assigned to unit owners of Willow Wood Midrise Condo III or of the Village of Willow Wood.

4. No personal vehicles may be parked in the guest spaces of Willow Wood Condo III while utilizing the golf cart.

5. RENTAL: Tenant shall pay to Association the amount of \$____. on _____. This amount will be considered prepaid rent for three () years. The rental amount thereafter will be the prevailing rate as established by the board of directors, per year payable on the 1st day of October. Such rental shall be payable at the address of the Association as set forth in this Lease or at such other place to which Association shall have given Tenant notice.

6. DEFAULT:
 - (a) If at any time subsequent to date of this Lease any one or more of the following events (herein referred to as "Default of Tenant") shall happen:
 - (i) Tenant shall fail to pay the Basic Rent, or Association assessments when due and such failure shall continue for three (3) full business days after notice to Tenant from Association after thirty (30) days past due, Association will have the right to lock up the cart until such time that the Association has been paid in full.

 - (ii) Tenant shall fail to perform or observe some term or condition of this Lease or the Association documents; or

- (iii) Tenant shall fail to use the golf cart space for housing of a Master Association, Registered golf cart.
- (iv) Tenant shall neglect or fail to perform or observe any other covenant herein continue on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant fails to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
- (v) Tenant's golf cart shall be in a state of disrepair as determined by Association.
- (vi) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or
- (vii) The Premises shall remain vacant for a period of thirty (30) days (other than for events resulting from damage or destruction by fire or other casualty or takings by eminent domain), or Tenant vacates or abandons the Premises; without board approval.
- (viii) The Tenant may terminate this Lease with thirty (30) day notice to the Association. Upon termination, the Tenant will forfeit all pre-paid unused rents and the Association will rent the space to the next Tenant on a waiting list created by the Association. (Priority will be given to residents of Willow Wood III.)
- (ix) The Association may terminate the Lease in the event of the death of the Tenant. The lease will terminate with no refund. The lease may not be owned by a trust or any similar entity. All leases will be written with a personal lessee. If there is a spouse or significant other they shall have a right of first refusal to renew the lease within 30 days, with board approval and providing that they are still residents of the Village of Willow Wood.
- (x) This Lease will terminate if the Lessee is no longer a resident of the Village of Willow Wood. The termination will become effective on the day of the closing. The cart must be removed by the end of business day on the closing day. The Association will have the right to remove the cart and it will be held as collateral to cover the cost of removal and storage charges. The cart will be released upon payment in

certified U.S. funds or money order made payable to Willow Wood Mid Rise Condominium Association III, Inc.

7. USE OF PREMISES: It is understood by Tenant and Association that the demised premises will be used for the operation of the housing of a golf cart. The space shall not be used as storage of any personal property.
8. ASSIGNMENT AND SUBLETTING: The Tenant shall not have the right to assign or transfer their right, title or interest in and to this Lease without the consent of the Association. No subletting by Tenant shall affect the obligation of the Tenant to perform all of the covenants required to be performed by the Tenant under the terms of this Lease. The Association shall not have the right to assign or transfer its right, title and interest in and to this Lease without the consent of the Tenant. No such assignment shall operate to relieve the assigning party of any obligation or liabilities arising under the terms of this Lease unless the Association shall specifically agree in writing that such proposed assignment shall so release the assigning party.
9. REPAIRS: Tenant, during the term of this Lease or any extension or renewal of this Lease, shall, at its expense; share equally in the cost of all repairs as shall be reasonably necessary to keep said premises in good condition and repair. Tenant further agrees that all damage or injury done to the premises by Tenant, family, or guests shall be required by Tenant at its expense. Tenant agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear excepted.
 - (a) Carts must be cleaned and free of trash and food that may cause cleanliness issues or become offensive to other Tenants. The Association may, at its own discretion, take steps to clean the cart and the charges for such shall be billed to the Tenant. In the event that the Tenant is not a resident of the Association, the Association will have the right to terminate the Lease and secure the cart as collateral until such time that the charges have been paid.
 - (b) No major repairs can be made in the storage area. The Tenant must have the cart removed to a professional facility until such time that the cart is in proper working order.
 - (c) No alterations of any kind can be made to the storage area or assigned parking space. This includes decorations or personal items.
 - (d) The Association has the right to remove any golf cart that is improperly parked. The cost of the removal including storage will be charged to the unit owner property.
 - (e) Only golf carts in good condition, properly maintained, insured and registered in accordance with Federal, State and Local Laws and Regulations as well as Boca West Master Association "Golf Carts Rules of the Road" (a copy of which is attached) may be kept in the parking space.

- (f) The association must be supplied with a spare key to the cart for use in emergencies or to move it for maintenance purposes.

10. INSURANCE AND INDEMNITY:

- (a) **Fire and Casualty Insurance:** Tenant hereby covenants and agrees at all times during the term hereof, at Tenant's own cost and expense, to obtain and maintain and keep in force, fire and extended coverage, vandalism and malicious mischief insurance on the building and other permanent improvements demised hereunder of no less than ninety percent (90%) replacement value or the total principal balance of any mortgage subordinated to by Association, whichever is greater.
- (b) **Liability Insurance:** Tenant hereby covenants and agrees that at all times during the term hereof at Tenant's own cost and expense, to obtain and maintain and keep in force comprehensive general public liability insurance against the claims for personal injury, death or property damage occurring in, on or about the demised premises or on an occurrence basis with aggregate single limit coverage in an amount not less than \$250,000.00 for bodily injury, personal injury (including death) and \$25,000.00 with respect to damage to property.

Tenant agrees that all of the above-noted insurance shall be non-cancelable without ten (10) days written notice to Association. Tenant and Association further covenant and agree that the insurance required to be carried hereunder shall name the Association as additional insured as their interests appear.

- (c) **Indemnification:** Tenant shall keep, protect and save the Association harmless of any loss, costs or expenses of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to person or property arising out of any failure of Tenant to comply with an perform any of the requirements and provisions set forth in the Lease. Tenant further agrees to hold harmless from and to indemnify Association against any and all claims made by anyone injured or otherwise damaged while in or about the premises whether occasioned by Association's fault or otherwise except those claims arising from the act or acts of Association or its employees.

11. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS: If the improvements on said premises shall be damaged or rendered untenable by fire or other casualty, Tenant shall, within sixty (60) days from the date of such damage or destruction, commence to repair or replace said improvements and the same shall be completed with due diligence.

12. CONDEMNATION: If the whole of the leased premises or such portion thereof as will make premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purposes, then in either of the said events the term hereby granted shall cease from time when possession thereof is taken by

public authorities and rental shall be accounted for as between Association and Tenant as of this date. If only a portion of the premises are taken so as not to render the premises untenable, this Lease shall continue in force as the remaining portion of the demised premises and in such event the rental thereafter payable by Tenant shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the condemnation and Association shall, at its own expense, make such repairs and alterations made necessary by condemnation. It is further understood and agreed that the Tenant shall not have any rights in any award made by the condemnation authority.

11. BANKRUPTCY: Should Tenant make an assignment for the benefit of creditors, file for voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Association, at its option, may terminate all rights of Tenant or its successors in interest under this Lease.

12. SERVICE OF NOTICE: Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and delivered either in person or sent postage prepaid by United States registered or certified mail, return receipt requested, and

(a) if intended for Association shall be addressed to:

and

(b) if intended for Tenant shall be addressed to:

or such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Any notice given in accordance with the provisions of this Paragraph shall be deemed to have been given as of the date of such notice and shall have been placed in the United States Postal Service. The rent payable by Tenant hereunder shall be paid to Association at the same place where a notice to Association is hereby required to be directed.

13. COMPLIANCE WITH LAWS: Tenant will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

This Lease will automatically conform to all changes in State, Federal, Local Laws, including Florida Statute 718 and Boca West Country Club.

14. ATTORNEY'S FEES: If suit is brought to enforce any covenant of this Lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the Court, and court costs.
15. ESTOPPEL CERTIFICATE: Either party to this Lease shall from time to time during the term of this Lease, immediately upon the request of the other party, execute and deliver to the other party a statement certifying that this Lease is in full force and effect, the date through which the rent and other charges hereunder have been paid and any other factual matters reasonably requested by the other party.
16. QUIET ENJOYMENT: Tenant upon paying the rent and performing the covenants and agreements of the Lease shall quietly have, hold and enjoy the demised premises and all rights granted Tenant in this Lease during the term hereof and extensions hereto, if any.
17. SURRENDER OF PREMISES: Tenant shall, after the last day of the term or any extension thereof, or upon any earlier termination of such term, surrender and yield up to Association the building and other improvements on the demised premises in good order, condition and state of repair, reasonable wear and tear and the provisions of the DAMAGE TO OR DESTRUCTION OF PREMISES.
18. HOLDING OVER: In the event Tenant continued to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Association elects to accept said rent thereafter, a tenancy from month to month only shall be created under and subject to all other provisions contained herein.
19. INVALIDITY OF PROVISION: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The term must be approved by the Board of Directors.
20. CAPTIONS: The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraphs of this Lease or in any way affect this Lease

21. COMPLETE AGREEMENT: This Lease contains a complete expression of the agreement between the parties and there are no premises, representations or inducements except as are herein provided. The Association advises that the tenant should review this lease with a professional prior to execution.
22. SUCCESSORS AND ASSIGNS: The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be Association or Tenant under this Lease, the word "Association" or "Tenant" whenever used in this Lease shall be deemed to include all Associations or Tenants jointly and severally.
23. Tenant shall provide the The Association with a key in the event that the cart must be moved for maintenance and repaired of the facility.

REQUIREMENTS SECTION

PLEASE INITIAL AS ACKNOWLEDGEMENT

I/WE HAVE PROVIDED THE ASSOCIATION WITH A KEY FOR OUR CART _____

I/WE HAVE PROVIDED AN INSURANCE DECLARATION PAGE WITH THE ASSOCIATION LISTED AS A NAMED INSURED _____

I/WE HAVE PROVIDED THE ASSOCIATION WITH THE COMPLIANCE APPROVAL FROM THE BW MASTER ASSOCIATION FOR CARTS _____

WILLOW WOOD MID-RISE CONDOMINIUM ASSOCIATION III, INC.
LEASE AGREEMENT FOR GOLF CART STORAGE

Executed by the Tenant this ____ day of _____, 20__.

Tenant:

Witness

By: _____

Witness

Executed by the Association this ____ day of _____, 20__.

Willow Wood Mid-Rise Condominium
Association III, Inc.

Witness

By: _____

Witness