



MOTORCYCLE PARKING PROCEDURES

Terms and Conditions:

Occupancy: Exclusive control of the parking space is granted to the Applicant for the parking of only one (1) motorcycle in each space. An exception to park a motorized medical vehicle or other type of vehicle may be granted by the Board of Directors depending on suitability relative to vehicle and parking space size. If the space is 15 feet or longer, two such vehicles may be tandem-parked in that space.

Premise: Applicant accepts the space in good condition and will pay Association for any maintenance or repair necessary due to negligence or misuse.

Termination: This agreement may be terminated by either party by giving a 15 day notice in writing. Space will be left in good condition and the unit Owner is responsible for all damages to the space.

Assignment: Only the vehicle registered to the assigned space may be parked in the space. Unauthorized vehicles may be subject to tow at the vehicle owner's expense.

Indemnity: Applicant will indemnify, hold harmless and defend the Association from all claims, demands, actions or causes of action, including attorney fees and all costs whatsoever that are hereafter made or brought about by others as a result of arising out of Applicant's use of the space, including claims for Association's active negligence.

Insurance: The Association does not provide insurance covering Applicant's property. Applicant acknowledges that insurance is available from independent insurance companies to protect such property in the event of theft, damage or destruction to the motorcycle or any other property left with said motorcycle.

Release of Association's Liability: Applicant, for him/herself and his/her tenants, agents, guests, licensees releases the Association, and the Association's agent, employees, and assigns from all liability whatsoever arising out of tenancy hereby created, including liability arising from negligence. This release of liability extends to all property damage or loss, physical injury or death. It is the intent of the Association and Applicant that as a result of this release, vehicle is parked and space is used at the Owner's sole risk. Applicant acknowledges that the Association has made no warranties or guarantees regarding security of the space or the facility from theft, fire, water, earthquake, weather, rodents, insects or any hazards of any kind.

