

Montpelier Village Club, Inc. Vehicle Storage Application

Montpelier Village Club, Inc.
Phone (407) 352-0385
Leeann@bonomgmt.com

“Vehicle”: Boat, Boat Trailer, Trailer, Motor Home, Truck, RV, Car & any other Wheeled Vehicle

“Customer(s)”: Person or person entering the Storage Agreement.

A six-month rental is preferred and to be paid in full totaling \$\$349.80 (\$55.00 plus 6% sales tax totaling \$58.30 per month) Month to month rentals are no longer accepted.

*There is a \$15 key charge payable by check or money order to Montpelier Village Club, Inc. This amount is refundable at the end of the Agreement if the Customer(s) has a zero balance on the designated Lot and the key is returned to the Office in good condition. **ALL payments must be paid with check or money order. Your key card will be disconnected if you accrue a balance.***

Name(s) _____

Address _____

Billing Address (if different from above) _____

Phone Number(s) _____

Emergency Contact Name/Phone Number _____

Williamsburg Club to which you belong _____

Describe the vehicle for storage:

Type _____

Length _____ Width _____ (MAX LENGTH 31')

Hull#/Tag# _____

State _____

Expiration Date _____

Vehicles with tow violations, to include any balance on Customer(s) lot, will be towed at Customer(s) expense (Orange County Section 28-75). Vehicles will be towed to Riker’s Roadside Services, LLC, 630 E Landstreet Rd., Orlando, FL 32824

I certify that the above information is true and correct.

Signature(s) _____ Date _____

This application will not be considered if it is incomplete. In addition to the above application, you must submit a completed Vehicle Storage Agreement, a copy of the vehicle registration, a copy of your current insurance policy, a copy of your driver’s license showing your current address and a check/money order for the agreed amount. Please make checks/money orders payable to: Montpelier Village Club, Inc.

Montpelier Village Club, Inc. Vehicle Storage Agreement

This Vehicle Storage Agreement is to start on this day of _____

And expire on _____ between Montpelier Village Club, Inc. (a Florida non-profit organization) and _____.
(Print Name)

LOT # ASSIGNED: _____

If you park your Vehicle in a Lot other than the one assigned to Vehicle is subject to tow at owner's expense. You may move to a different Lot ONLY after the proper paperwork has been completed and approved by the office.

Please print legibly and complete agreement entirely.

Renter of Storage Lot: _____

Owner of Vehicle (if different from Renter): _____

Phone Number: _____

Address: _____

Email Address: _____

Emergency Name & Number: _____

Make/Model/Year of Vehicle: _____

VIN: _____

Plate/Hull Number: _____

State: _____

Lien holder on vehicle if applicable: _____

Second lien holder on vehicle if applicable: _____

RECITALS

- A. Customer(s) desires to store the above described Vehicle at Montpelier Village Club Inc. Storage Lot located at 10500 Mormon Drive, Orlando, FL 32821.
- B. Montpelier Village Club Inc. is agreeable to storing the Vehicle upon the terms contained in this Agreement.
- C. NOW, THEREFOR, in consideration of the mutual covenants contained in this Agreement, the receipt and adequacy of which are acknowledged, Montpelier Village Club, Inc., and Customer(s) agree to the following:
- 1. Storage Fees:** Storage is for a 6-month period to be paid in full totaling \$349.80 (\$55.00 plus 6% sales tax totaling \$58.30 per month). Three-month payments are the least amount that may be paid and must be approved by the Office Manager, totaling \$174.90. All payments must be made in a timely manner and all fees are for storage privileges only. Montpelier Village Club, Inc. retains the right to increase the monthly storage fee and will notify the Customer(s) 30 days prior to the next renewable Agreement date. Your key card can be disconnected if there is **ANY** balance on your Lot.
 - 2. Payment Due Date, Late Fees & Default Rate:** Storage fees are due the first month of the Agreement duration. If the payment is not received by the 5th of that month it will result in a fine of \$15. If payment is not received by the 10th day of the month this Agreement will be in default. The Customer(s) will be obligated to pay double the storage fee for all months that the Agreement is in default. **If payment is not received by the 10th day of the month or a balance is accrued on Customer(s) Lot, the Vehicle will be subject to tow at Customer(s) expense. The Customer(s) is still responsible for a balance even if the Vehicle is towed.**
 - 3. Storage Space:** Customer(s) agree to park the vehicle in only the single space designated by Montpelier Village Club, Inc. Customer(s) may move to a different space only after completing additional paperwork in the Office.
 - 4. Termination:** *The Agreement may be terminated by either party by giving the other party a 30-day written notification. The Customer(s) MUST have a zero balance at the time of such termination. Notification may be faxed, emailed, or sent by regular mail to Montpelier Village Club, Inc. The Customer(s) is entitled to monies prepaid for storage if the Agreement is terminated before the expiration date. Notwithstanding the foregoing, the storage fees are due and payable on a full month basis and no amount shall be refunded for any partial month. No refunds, credits or allowances shall be granted to Customer(s) for absence, vacation, or other non-use of storage lot. The Customer(s) will not be noticed 30-days if the Vehicle is towed.*
 - 5. Rules & Regulations:** Customer(s) agree to abide by all reasonable rules and regulations, now and in the future, pertaining to the use of the Vehicle Storage Lot prescribed by Montpelier Village Club, Inc., and furthermore agrees to reimburse Montpelier Village Club, Inc. for any expenses incurred because of violations including, without limitation, towing expenses for obstructing other vehicles, access to the Lot or any space in the Lot. Damage to the Vehicle Storage Lot fence caused by Customer(s) vehicle and towing expenses. Violation of any such shall be grounds for immediate termination of this Agreement without any refund whatsoever.

- **NO VEHICLE MAY BE STORED IN THE LOT WITH AN EXPIRED TAG OR MISSING LICENSE PLATE AND IS SUBJECT TO TOW AT OWNERS EXPENSE PER ORANGE COUNTY CODE ENFORCEMENT:**

Vehicles which are abandoned, inoperative, discarded or in an evident state of disuse are not allowed and subject to towing by Orange County.

Violations might include:

Flat tires

Undergrowth

Dismantled

Wrecked

No license plate

Displaying an expired registration sticker

Parking vehicles inside a garage or under a carport with a car cover is allowed.

<http://www.ocfl.net/NeighborsHousing/CodeEnforcement.aspx>

- **Montpelier Village Club, Inc. reserves the right to tow Customer(s) Vehicle if there is any outstanding balance on the Lot. Customer(s) Key Card will also be disconnected if there is a balance due on the Customer(s) Lot.**

CUSTOMER(S) MUST SIGN ATTACHED TOWING AGREEMENT AND ATTACHED FENCE DAMAGE AGREEMENT.

- 6. Insurance:** Prior to execution of this Agreement, Customer(s) must provide a valid driver's license and proof of current liability insurance on the Customer(s) Vehicle in limits of no less than **\$50,000** in respect to bodily injury or death to anyone in any one accident, and proof in limits of no less than **\$50,000** in respect to bodily injury or death to more than one person in any one accident, or property damage in all instances in an amount not less than one person in any one accident, or property damage in all instances in an amount not less than Customer(s) at all times during the term of this Agreement shall maintain a valid driver's license and the required insurance. Proof of renewal of insurance shall be provided to Montpelier Village Club, Inc. no less than **20** days prior to expiration of said policy. Customer(s) without current insurance are subject to tow at Customer(s) own expense.
- 7. Risk of Loss:** CUSTOMER(S) STORES VEHICLE IN THE VEHICLE STORAGE LOT AT CUSTOMER(S) OWN RISK. ONLY A LICENSE TO PARK VEHICLE IS HEREBY GRANTED AND NO BAILMENT IS CREATED. CUSTOMER(S) SHALL LOCK VEHICLE WITHIN LOT AND RETAIN KEYS. MONTPELIER VILLAGE CLUB, INC. IS NOT RESPONSIBLE FOR THEFT, FIRE, VANDALISM, COLLISION, DAMAGE OR LOSS OF VEHICLE OR COMPONENT PARTS OR PERSONAL PROPERTY THEREIN UNLESS CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENCE BY MONTPELIER VILLAGE CLUB, INC. ALL DAMAGES AND/OR LOSS TO VEHICLE OR OTHER PROPERTY MUST BE REPORTED TO MONTPELIER VILLAGE CLUB, INC. BY THE CUSTOMER(S) **PRIOR** TO EXPIRATION OF AGREEMENT AND DEPARTURE FROM LOT. IF NOT REPORTED PRIOR CUSTOMER(S) AGREES TO RELEASE MONTPELIER VILLAGE CLUB, INC. FROM LIABILITY IN ALL CASES.

8. **Indemnity:** Customer(s) agree to indemnify and hold harmless Montpelier Village Club, Inc., its Directors, Officers, Employees, Agents, Successors and Assigns from any claim for damages to persons or property that occur on or about the Vehicle Lot (and all expenses, costs and attorney's fees of Montpelier Village Club, Inc. or any other indemnity in any action or defense undertaken by Montpelier Village Club, Inc. or any other indemnity to protect itself, himself or herself from such claims). If such claims result in any breach of this Agreement by Customer(s) or any intentional or negligent conduct of Customer(s) or Customer(s) family members, guests, or invitees.

9. **Security Agreement:** Customer(s) grants to Montpelier Village Club, Inc. interest in the vehicle to secure payment and performance of any of the obligations identified or set out in this Agreement. At the request of Montpelier Village Club, Inc., Customer(s) will join in executing or will execute, as appropriate, all necessary financing statements in a form satisfactory to Montpelier Village Club, Inc., and Customer(s) will pay the cost of filing such statements, including all statutory fees. Customer(s) will further execute all other instruments and documents deemed necessary by Montpelier Village Club, Inc. to perfect its security interest and pay the cost of filing such instruments or documents. Upon any default under this Agreement, and at any time after default, Secured Party may, at its option, proceed to enforce payment and exercise any and all of the rights and remedies provided by applicable law and Article 9 of the Uniform Commercial Code and all other rights and remedies processed by a secure party.

10. **Attorney's Fees & Costs:** In any dispute or litigation arising out of this Agreement, or the breach thereof, the prevailing party shall be entitled to recover against the non-prevailing party reasonable attorney's fees, paralegal's fees and costs, including, without limitation, fees and costs incurred upon appeal of any lower court decision and in any bankruptcy or reorganization proceeding. Venue for any litigation arising out of this Agreement shall be in Orange County, Florida.

11. **Assignability:** The rights and obligations of Montpelier Village Club, Inc. hereunder shall inure to benefit of and be binding upon successors and assigns of Montpelier Village Club, Inc. This Agreement may not be assigned by Customer(s), in whole or in part, whether voluntarily or by operation of law, without Montpelier Village Club, Inc.'s prior written consent which may withhold its consent for any or no reason.

12. **Severability:** If any provision of this Agreement is adjudged to be invalid, void or unenforceable, that provision shall be deleted from the Agreement and shall not affect the validity of this Agreement and the enforceability of any other provision.

13. **Entire Agreement:** This Agreement and any attachments hereto constitute the entire Agreement and understanding of the parties, Montpelier Village Club, Inc. and Customer(s), with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modifications of any of the provisions hereof shall be valid unless in writing and signed by the party against whom such modification is sought to be enforced.

I _____ **have read, understand, and agree to**
(Print Name)

Comply with ALL Recitals in this Agreement. Failure to comply will result in Customer(s) Vehicle being towed at owner's expense.

Signature: _____

Date: _____

Montpelier Village Club, Inc.

10500 Mormon Drive

Orlando, FL 32821

(407) 352-0385

Leeann@bonomgmt.com

VEHICLE LOT FENCE:

Montpelier Village Club, Inc. has cameras located to view the activity in the Vehicle Storage Lot. In addition, a fence has been put up to provide better protection to our customer's property. If you damage this fence with your vehicle or otherwise you will be charged the repair costs.

Please report all information to the Office Manager so it can be documented and handled in a timely manner.

Please sign and date indicating that you have read and will comply with the above.

Signature: _____ Date: _____

Your cooperation is greatly appreciated.