



Dear North Springs' Resident,

Thank you for choosing to park your non-car/truck/SUV, etc. in the community storage area. By not parking it at your home, not only does it make the neighborhood look better, it also helps you comply with neighborhood covenants and regulations.

Please read the agreement, and if you agree, please initial all places on page 1, initial on the top of page 2 only if you are storing a small boat for use on Lake Napier or only using the boat ramp, initial the two places under "Member of the Association," and complete the blanks on page 2.

Once that is done, you can drop it in the mail to North Springs Property Owners' Association, Inc. PO Box 23081 Columbia, SC 29224 OR email it to [northspringspoa@gmail.com](mailto:northspringspoa@gmail.com). Once received, if the Board agrees to your item, you will be notified, and a signed copy of the agreement will be sent to you, as well as instructions on where to park your item and the lock code/key (if applicable).

If you have any questions, please call our property manager at (803-205-0705) or email [northspringspoa@gmail.com](mailto:northspringspoa@gmail.com).

Thank you for your time,

NSPOA Board

## Storage Agreement, Release, and Waiver for Liability and Indemnity Agreement

The undersigned acknowledges that North Springs Property Owners Association (“the Association”) is extending a special privilege in allowing him or her to store his or her RV, camper, trailer, boat, or other agreed upon item within the common area, commonly known as the RV storage area, and boat storage area and boat ramp.

The undersigned acknowledges that North Springs Property Owners Association does not provide any security for the common areas and boat ramp and that no fence or lock system must be installed or maintained.

In consideration of the privilege to store a mutually agreed upon item or to use the boat ramp, the undersigned, for himself, herself, and any personal representative, heirs, guests and next of kin, hereby acknowledges, agrees and represents the following:

### RELEASE

\_\_\_\_\_ I agree to release, waive, discharge, and covenant not to sue the Association, its directors, officers, employees, and agents from all liability to me, my personal representatives, heirs, guests and next of kin for any loss, theft, damage, claim or demands therefore on account of injury to myself, my personal representatives, heirs, guests and next of kin or to my property, whether caused by the negligence of the Association or otherwise.

### INDEMNIFICATION

\_\_\_\_\_ I agree to indemnify, defend and hold harmless the Association from any injury, loss, liability, theft, damage, cost and claim of any third party associated with storing my mutually agreed upon item or using the boat ramp upon or about the Association’s premises whether caused by the concurrent negligence of the Association or otherwise.

### ACCEPTANCE OF RISK

\_\_\_\_\_ I understand that the Association may choose to not lock, secure or guard the common areas and boat ramp. Therefore, I agree to assume full responsibility for and risk of property damage due to the concurrent negligence of the Association or otherwise while I store mutually agreed upon item or use the boat ramp.

### POLICY

\_\_\_\_\_ I agree the mutually agreed upon stored item(s) will be operational at all times. They will also be licensed, insured and registered according to the appropriate law(s) and regulations. ***If the item(s) are not operational and/nor licensed and registered, they will be subject to removal, at the owner’s expense.***

\_\_\_\_\_ I agree to abide with the restrictions of the Association and all public rules and laws.

\_\_\_\_\_ I understand that in the future the Association can require a fee for storing mutually agreed upon item in the common areas if approved by the Association Board. The Association Board may also choose to implement a security feature, and I may need to purchase a key. I will be given 30 days notice of any future fees.

\_\_\_\_\_ I agree to only park in my designated spot. ***If I park in another location, my item may be moved at my expense.***

*Boat (for use on Lake Napier) storage, or ramp use only:*

\_\_\_\_\_I agree that I, and any personal representative, heirs, guests and next of kin will abide my all SC Department of Natural Resources rules and regulations, which include but are not exclusively:

- A personal flotation device must be on board for each person in the boat (including kayaks, canoes, john boats).
- All people 12 and under must wear the personal flotation device at all times while on the boat.
- All vessels are required to carry on board a whistle or horn or some other means to make an efficient sound signal to announce intentions or positions. have a boat or horn on board in case of distress.

MEMBER OF THE ASSOCIATION

\_\_\_\_\_I am a member of the North Springs Property Owners Association and reside at the address below. I am up to date on my quarterly assessments. ***If I become more than 3 months late in quarterly assessments, I may lose my right to park in the common areas, and will need to move my vehicle. If I do not move my vehicle, it may be moved at my expense.***

\_\_\_\_\_ If I move from this address, I must return any keys or other security devices to the Association Board before closing on my home.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Will you be storing a mutually agreed upon item? Yes                      No, I will just use boat ramp

If yes, description of mutually agreed upon item(s) to be stored, including License Plate Number or Boat Registration Number (if applicable):

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***Anything stored that is not listed above may be towed away at owner's expense.***

Board Member Signature : \_\_\_\_\_ Date: \_\_\_\_\_