

RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT (“Agreement”), is executed the ___ day of _____, 20___, by and between TARPON KEY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is c/o Melrose Management Partnership, 3527 Palm Harbor Blvd. Palm Harbor, FL 34683 (“**Association**”), and _____, whose address is _____ (“**Prospective Tenant**”).

WITNESSETH:

WHEREAS, the Association is planning to own and operate a boat storage area for lease on a first come, first serve basis to residents of the Tarpon Key residential community; and

WHEREAS, Prospective Tenant desires to be placed on a reservation list of prospective tenants who are interested in leasing a portion of the boat storage area;

NOW THEREFORE, for valuable consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals as set forth above are true and correct and are incorporated into this Agreement.

2. **Reservation.** Prospective Tenant reserves the right to lease Tenant Storage Area Number _____ (the “**Premises**”).

3. **Reservation Deposit.** Upon execution of this Agreement by both parties, Prospective Tenant shall pay to the Association, as a deposit toward the lease of the Premises, the sum of \$_____. Receipt of the deposit is hereby acknowledged by the Association. The deposit shall be credited against the first month’s rent if Prospective Tenant executes a lease for the Premises.

4. **Lease.** Once the Association determines that it shall begin leasing the boat storage area, the Association shall deliver to Prospective Tenant its lease (the “**Lease**”) for the Premises. Prospective Tenant will have ten (10) days from delivery of the Lease to execute said Lease (and any other requisite documents) and return such items to the Association. If Prospective Tenant timely signs and returns the Lease to the Association and the Association signs it and returns a fully signed copy of same to Prospective Tenant, then the Lease shall be in full force and effect for the term stated therein. If the Association elects not to sign the Lease with Prospective Tenant (as determined by the Association in its sole discretion), the deposit shall be returned to Prospective Tenant, this Agreement will be canceled and Prospective Tenant shall have no further right to lease the Premises under the terms of this Agreement. If Prospective Tenant fails to execute the Lease within the ten (10) day period, this Agreement will be canceled and the deposit will be forfeited by Prospective Tenant and Prospective Tenant shall have no further right to lease the Premises under the terms of this Agreement.

5. **Terms of Lease.** The Lease is a maximum one-year lease ending at year end, with rent payable monthly. The Lease is subject to annual renewal, provided that during any renewal term either the Association, as landlord, or the tenant may terminate the Lease upon not less than 30 days written notice. The Lease expressly prohibits use of the Premises for any purposes other than storing one boat and one trailer(not to exceed 28 feet in length, including the full length of the trailer). The tenant shall not

perform any acts or carry on any practices that may damage or injure the Premises or be a nuisance or menace, and shall keep the Premises and surrounding areas free from rubbish at all times. The tenant is responsible at its expense to maintain the Premises. The tenant may NOT assign or sublet the Premises. The tenant is required to maintain a minimum \$1 million of public liability and property damage insurance and is required to name the Association as an additional insured on such policy and a Certificate of Insurance must be provided to the Association. A copy of the form Lease is attached hereto as Exhibit "A".

6. Notices. All notices, requests, demands and other communications permitted under this Agreement will be in writing and deemed to have been delivered if given by hand to the appropriate addresses hereinafter set forth as evidenced by a signed receipt for same, or, if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addresses set forth above.

7. Assignment. Prospective Tenant is not entitled to assign this Agreement or its rights under this Agreement without the prior written consent of the Association, which may be withheld by the Association with or without cause.

8. Governing Law. The obligations under this Agreement will be performed in the State of Florida and are governed by Florida Law. The exclusive venue for any legal proceeding relating to this Agreement will be in the state courts for Pinellas County, Florida.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals, on the date written above.

TARPON KEY HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____

Print Name: _____

Print Title: _____

PROSPECTIVE TENANT:

Print Name: _____

Lot Number: _____

