



Mystic Shores Property Owners Association
1600 N. E. Loop 410, Suite 202
San Antonio, Texas 78209
Phone (210) 829-7202 * Fax (210) 829-5207

**OPEN AIR VEHICLE STORAGE FACILITY
USE AND RELEASE AGREEMENT**

This Use and Release Agreement is entered into this the ____ day of _____, 20____, by and between:

("Member") _____
Property Address or Lot Number: _____
Mailing Address (if different): _____
Telephone No. with Area Code: _____ Email: _____

and the MYSTIC SHORES PROPERTY OWNERS ASSOCIATION (the "Association"), 1600 N. E. Loop 410, Suite 202, San Antonio, Texas 78209.

The Association is the owner of a certain storage facility (the "Storage Facility") in Mystic Shores Subdivision, which Facility is more particularly described as Lot 652, Mystic Shores Unit Six according to a plat recorded in Volume 14, Pages 86-87 or the map and plat Records of Comal County, Texas.

The Association desires to allow the undersigned Member to use one parking space in the designated open air storage area within the Storage Facility, subject to the terms and conditions herein, including "Exhibit A" attached hereto.

The Association will allow the member named above to use space number ____ (the Assigned Space"). The term of this Agreement (the "Term") shall be for a period of one calendar year commencing on January 1, 20____, and ending at midnight of December 31, 20____.

In consideration of permission to park vehicles in the Assigned Space, the undersigned Member agrees to pay an annual usage fee of \$____ in one annual installment prior to January 15 of the Term, and to release the Association from any and all liability arising out of or caused from Member parking Member's vehicle(s) in the Assigned Space.

In consideration of permission given to Member to park Member's vehicles in the Assigned Space, Member agrees to and hereby does release, agree to defend, hold harmless, and indemnify the Association, its employees, agents, and representatives from any and all liability, claims, damages, causes of action, or loss arising out of or caused from Member's vehicle(s) being parked in the Storage Facility, even if the party to be indemnified was negligent. This release includes,

but is not limited to loss or damage due to theft, fire, collision, or any act of God.

Member understands and acknowledges that construction and maintenance work may occur while Member's vehicle(s) are parked in the Storage Facility. Member does hereby release, agree to defend, hold harmless and indemnify the Association, its employees, agents, and representatives from any and all liability, claims, damages, causes of action or loss caused by or arising out of such work in the Storage Facility or for the indemnified party's Contractor's or Subcontractor's negligence or other acts or omission during any phase of construction or maintenance.

The Association assumes no risk and shall not be liable for the loss of contents within any vehicle(s) and Member hereby releases, holds harmless and indemnifies the Association, its employees, agents, and representatives from any and all liability, claims, damages, causes of action or loss caused by or arising out of such loss.

Member represents that Member owns vehicle(s) Member parks in the Assigned Space. Member shall have the vehicle(s) properly insured prior to placement in the Assigned Space.

Upon written request, Member shall remove vehicle(s) from the Storage Facility. All notices shall be delivered to the address stated above unless Member changes such address in writing and delivers changes to the Association. If the vehicle(s) are not removed within ten (10) days from the date of the notice, the Association shall have the right to have the vehicles towed and stored at Member's expense, and/or any other right granted by law, including towing, storage and auction or under Chapter 70, Texas Property Code.

In Witness Whereof, each party to this Agreement has caused it to be executed as of the date first above written.

Member

Member

Type of Vehicle(s) you are storing:

Tags of vehicle(s) you are storing:

MYSTIC SHORES PROPERTY OWNERS ASSOCIATION

By: _____
Authorized Representative

Exhibit A

OPEN AIR STORAGE Terms and Conditions of Use

In order for a member to store property in the Association's designated open air area in the storage facility, each member must meet and/or provide the following:

1. Have a current use agreement with the Association and usage fees paid when due. Maintain current contact information, including email address, with the Association.
2. Be current in payment of all dues, assessments and fines (if any) payable to the Association.
3. Provide to and maintain with the Association current registration for the vehicle showing the member as the owner of record for the vehicle being stored.
4. The vehicle storage facility is provided for the use and enjoyment of current owners of property in Mystic Shores. If you do not own property or have sold your property in Mystic Shores you may not use the facility. Any vehicles or other property remaining after the sale of your Mystic Shores property is subject to being towed at the owner's expense.
5. Only the following items may be parked within the open air storage area:
 - Motor boats or sailboats provided they are properly installed on a trailer. Non-trailerred boats/canoes, shall not be allowed.
 - Recreational Vehicles such as campers, fifth wheels, and motor homes.
 - Jet skis are allowed, provided they are on a trailer.
 - Cars, truck, and vans.
 - Box, flatbed, and utility trailers.

All vehicles shall have current license and registration in place. Vehicles without proper licensing and registration are subject to being towed at the owner's expense. Each vehicle must also have a current decal issued by the Association on the vehicle.

NO OTHER ITEMS SHALL BE STORED IN THE OPEN AIR AREA WITHOUT PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

6. Assigned spaces must be used continuously, and cannot be held vacant. A covered space that remains unoccupied for thirty days will be deemed vacant, and will be given to the next property owner on the waiting list, unless the member gives prior notice of an extended vacation or other exceptional circumstances to the Association's management company.
7. Subleasing of spaces or sharing of access cards with non-members is strictly prohibited.
8. Due to limited space, each owner will only be allowed one assigned space in the open air storage area of the storage facility. Member may park a second vehicle in the assigned space if the vehicle meets all the requirements stated above for a vehicle and both vehicles fit within the assigned space. There will be a \$5.00 charge for a decal for the second vehicle.
9. Any owner found to be in violation of any of the terms and conditions of use is subject to having their vehicle towed at the owner's expense, access cards being deactivated, and use privileges being taken away for a specified period of time, at the discretion of the Board of Directors.