

Rental Agreement - Terms and Conditions

- 1. Term:** This tenancy commences as per contract and continues thereafter month to month.
- 2. Rent:** Rent is due per month payable in advance on the first (1st) day of each calendar month. The monthly rental rate may be changed upon reasonable notice. Such notice will be given by us, to you, ten (10) days before the end of any month. Any change will take place on the first (1st) day of the following month after notice has been given. In the case of multiple tenants for a unit (where more than one person is utilizing the unit), notice to one is notice to all, and the choice of which tenant's name and address we use is in our sole discretion.
- 3. Administrative Issues:** Rentals begin on the first of the month. At the time of sign-up, one month's rental plus fees will be paid. Per day pro-ration, if required, will be made for entry after the first and shall commence on the second month of occupancy. We only rent storage space, not the storage facility, and the rental of storage space is subject to the terms and conditions set forth herein that you are to read and shall be presumed to have understood before signing this agreement. In the case of multiple tenants in a unit, the primary tenant has the responsibility of making sure each of those with access understands and abides by these terms and conditions or this agreement will be terminated, notice by us to any of the multiple tenants is notice to all not withstanding the above.
- 4. Types of Units:** There are two (2) types of storage spaces/units to be rented: (a) non-climate controlled, meaning those units for which the temperature and/or humidity is not regulated and which are subject to the environmental variations of the outdoors. (b) Climate Controlled units for which ambient temperature is maintained to reduce humidity and the effects of heat and cold. Subject to availability, you will select and be rented either one or the other type of unit.
- 5. Governing Authority:** The governing authority for this agreement is the State of Florida Self-Storage Facility Act, Florida Statutes Title VI, Chapter 83, sub-section 83-801 to 83-809.
- 6. Agreement Not a Negotiation For Goods or Property:** This rental agreement is not a negotiation for the storage of your goods or personnel property, but is an agreement to rent space only. We the owner are not involved in the storage of your goods or personnel property, but are lessor of a storage space or unit of a specific size and with a specific unit number and we are not agreeing to store your goods or property.
- 7. Late Payments:** Rental payments not received within five (5) days after the first (1st) day of each calendar month (i.e. by the sixth [6th] day of the month or later) will result in a \$15.00 plus tax Late Payment Fee for each late payment (i.e. on the seventh [7th] day of the month), the Late Payment Fee will automatically be applied to your account) and you will be denied access to our facility and to your unit.
- 8. Owner's Lien for Unpaid Rent:** When the rent and fees are late and unpaid and we have made appropriate demand for payment in that month, anything stored in the subject unit becomes subject to lien and will be subject to public sale. After the Owner's Lien for Unpaid Rent has been attached to your account, the only way to prevent your stored property from being sold at public sale is to satisfy the lien by payment of all rent, fees, charges, tax and any other assessments deemed to be due.
- 9. Satisfying the Owner's Lien:** After a date has been set for the public sale of your property, we require full rental payment; late payment fee; a delinquency fee; the cost of placing the required advertisement in the newspaper; the cost of sending certified mail notice; attorney fees, costs, and expenses. All of the above must be paid before the date set for the public sale to terminate the public sale.
- 10. Partial Payment:** Our personnel are not authorized to accept any partial payment. No partial payment will stop or terminate a delinquency and will not satisfy the Owner's Lien, and the public sale will still be conducted on the scheduled date and time. If you incur a delinquency more than once, your contract may be terminated by us and we will notify the appropriate credit reporting agencies.
- 11. Bad Checks:** Any dishonored check will result in an insufficient funds fee (plus tax) for each presentment. Costs incurred by your breach of any provision of this agreement shall be deemed additional rent and may be demanded of you at any time or be withheld from any deposits that you may have had to post, or it may be waived, all in our sole discretion.

Failure to provide good funds as to the check may result in our reporting the same to the Check Fraud Division of the Florida State Attorney's Office or otherwise as appropriate.

12. Administration Fees: A \$15.00 plus tax non-refundable fee shall be charged to each rental agreement, regardless of unit type. These fees are used to offset incurred cost of non-return coded entry devices, pursuance of delinquencies, and overall operations of this facility. A \$15.00 plus tax service-rendered fee shall be assessed for each additional service requested of us beyond those specified in this contract. [Examples are but are not limited to: a) letting someone other than you into this facility to get into your unit without prior notice to us and without our express authorization; b) our re-securing or locking your unit if you have left it unlocked or if the lock is missing; c) making changes to the authorized access list to your unit without prior notice to us; d) our being forced to gain entrance into your unit if e.g. we cannot contact you in the case of emergency or if entrance must be gained on the demand of law enforcement].

13. Entry Devices: a) One (1) Coded Entry Device ("Device") is issued to the primary tenant at sign-up. Devices may also be issued at your request to additional tenants who are named as multiple tenants in your unit. The Devices are our property. We require no deposit, but the Device issued to you is your responsibility and must be returned to us or put in one of the drop boxes located at this facility when you leave on termination of this agreement; b) Any additional Devices issued to persons on your authorized access list will incur a \$15.00 plus tax non-refundable authorized access fee per Device; c) loss of or damage to a Device will result in a \$15.00 plus tax non-refundable replacement fee; d) changing entry coding (issuing a new Device at your request if e.g., you have lost yours) will result in a \$15.00 plus tax non-refundable changing entry code fee; e) the replacement Device and any Devices issued to people on your authorized user list are our property and must be surrendered upon termination of the agreement as per the paragraph above dealing with the return of the Device issued to you.

14. Notices, Address Change: All notices required by this rental agreement may be sent to you at the address given by you by prepaid first class mail and will be deemed given when received by the United States Postal Service. You agree that any notice is conclusive and presumed to have been received five (5) days after mailing unless it is returned by the U.S. Postal Service. You are responsible for notifying us in writing of any address change. Included in this rental agreement are two (2) change-of-address forms. We shall not be presumed to have received notice of any change of address unless given in writing by you and sent to us at our address given above by prepaid first class mail. We may change any term of this agreement by giving you written notice in person or by mail, as provided herein, five (5) days prior to the expiration of any month of this tenancy.

15. Termination: 10 day's written notice by us or by you will terminate your tenancy. A tenancy termination letter is provided as part of this rental agreement. Follow the instructions located on the tenancy termination letter and return it to us by U.S. Mail completed or drop it off at the office during regular business hours, or place it in one of our drop boxes.

16. Denial of Access: When rent is in arrears and other charges due and owing remain unpaid for five (5) consecutive days, we may in our sole discretion deny you access to the facility and your storage unit by putting our lock on your storage space until the rent and other charges are paid in full. This is called a lockout. It prevents your entry into a storage unit until you pay all arrearages. Any attempt by you to gain access to the unit during such lock out may be deemed criminal trespass and will result in notice by us to the appropriate law enforcement agency.

17. Access: Your access to the premises and to the unit may be conditioned, limited, or prohibited in any manner deemed reasonably necessary by us, with or without notice to you.

18. Use and Occupancy: You agree to use any unit you rent only for the storage of personal property. You are expressly, absolutely, and strictly prohibited from using it as a dwelling for any human being, or for keeping any living thing, plant or animal. You agree not to and will not use the premises for any unlawful or immoral purpose. If such events are detected or suspected, we shall report the same to appropriate authorities without liability or consequence to us. You must disclose the storage of anything owned by anyone not a party to this agreement.

In such an event, you must provide full contact information and evidence of insurance on the same and of owner's assent for you to store it.

19. Co-mingled Property Lien: If you fail to abide by any provision of this agreement, we will be entitled to a lien on all property stored in your unit, whether or not owned by you, and all such property will be subject to remedies by us as though it were all owned by you. We are not liable for or required to make an apportionment or allocation of ownership among multiple tenants of a unit, or to notify any third party property owner.

20. Storage of Valuables, Waiver of Sentimental Attachment, Limits: You agree not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value without disclosure to and written permission from us and proof of full insurance. You waive any claim for emotional or sentimental attachment to the stored property. You agree not to store property with a total value of more than \$5,000.00 without our written permission and must disclose the same to us if you do. If such written permission is not obtained, the value of your property shall be deemed not to exceed \$5,000.00. Absent definitive proof and express assent by us, nothing herein shall constitute any agreement or admission by us that your stored property has any value, nor shall anything alter the release of and absence of our liability therefore.

21. Storage of Motor Vehicles and Machinery: Only by our written permission and provision to us of a copy of ownership documents containing its VIN, you may store a motor vehicle, motorcycle, or machine. Machinery may include but is not limited to lawn mowers, chain saws and similar. You are strictly and absolutely prohibited from working on, starting, moving or modifying any stored vehicle or object in the unit or anywhere on the premises without our express permission. Draining and removal of all fluids prior to such storage is an absolute requirement and will be subject to our inspection and verification. Emanation of the odor of gasoline or similar from your unit will result in our entry into your unit at your expense per paragraph 8 above.

22. Unit Condition, Alterations, Third Party Liens: You agree to accept the unit in the condition it is in at the beginning of this agreement, and agree to maintain it in the same order and condition, with normal wear and tear excepted. You agree not to make any alterations to our property without prior express notice and our permission, e.g., no shelving, hooks, suspensions, bracing, or similar are permitted.

You will not allow any liens or claims to attach to our property for any reason, and you will be solely liable for the same entirely if made, and shall be responsible at law for the cost of any process brought for enforcement or payment therefore. If you obtain our permission for any alteration, the alterations will remain in place and will become our property and may not be removed by you.

23. Prohibited Materials: You are strictly and absolutely prohibited from storing or using materials classified or deemed by us as hazardous, explosive, highly flammable, illegal or toxic under any local, county, state, or federal law or regulation, and from engaging in any activity which produces such material on these premises. Your obligations of indemnity to us if such obtains includes any cost, expense, fines or penalties imposed against us arising out of storage or use of any such material by you, your agents, employees, invitees, licensees, or guests. Without our specific permission you may not store any drums or barrels. In all cases they must be empty and free of all vapors. Storage of containers containing the materials previously mentioned will result in the immediate termination of your rights to the storage space and may result in Criminal charges.

24. Insurance Obligation: At your sole expense you will maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on all property stored in your unit is a material condition of this agreement and is for the benefit of both you and us. Failure to carry any or sufficient required insurance is a breach of this agreement and you assume all risk for the loss to all stored property that would be covered by such insurance. You expressly agree that the carrier of such insurance shall not be subrogated to any claim of yours against us.

25. Release of Owner's Liability for Property Damage: All property stored by you shall be at your sole and exclusive risk. We are not liable to you for any damage to or loss of any property while at the rented premises arising from any cause whatsoever including but not limited to burglary, fire, water damage, leakage, pests, mysterious disappearances, rodents, Acts of God, terrorism, or our active or passive acts or omissions or negligence or those of our agents.

26. Release of Owner's Liability for Bodily Injury: We shall not be liable for injury or death as a result of your use of the storage space or the premises, even if such injury is caused by our active or passive acts, omissions or negligence.

27. Indemnification: You will indemnify, hold harmless, and defend us from all claims, demands, or causes of action, including attorney fees, costs, and expenses, that are brought by others arising from your use of the premises, including claims for our negligence. This indemnity obligation specifically extends to any action brought by any person or agency in connection with any prohibited materials brought into the facility or stored in your storage space.

28. Rules and Regulations: We can establish or change hours of operations or promulgate rules and amendments or make any additional rules and regulations at anytime in our sole discretion. You agree to follow all rules and regulations now in effect or that may be put into effect from time to time and acknowledge having read and understood the rules and regulations now in effect.

29. Waiver of Jury Trial: We and you waive our respective rights to trial by jury of any cause of action brought by either us against you or you against us on any matter arising out of or in any way connected with this rental agreement, your use or occupancy of the storage space or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

30. Our and Governmental Right to Enter: Our personnel may enter the space to inspect it without prior notice if we believe that a hazardous condition or nuisance has been created or is occurring in the space, or for repairs to the interior or door, or for inspection, or request for entry by government authorities. We are not obliged to resist entry by lawful authority, notify you, or to protect or defend your interests against authority. We may at our option remove your padlock for entry into the unit for any purpose as noted above, including checking for possible lease violations. We may move the unit's contents to another unit or other suitable storage area. We do not assume any liability and nor create or imply a bailment by any of the above.

31. Lock, Security of Space: At your own expense you will provide one (1) and only one (1) lock to secure the space. That lock should be of sufficient strength and quality to resist easy removal by prying or being picked. If the lock is to be used on a non-climate unit that, it should be of suitable material to provide weather protection. It should have a hardened-steel shackle to resist cutting and sawing. If your space is found unlocked we may but are not obligated to re-secure it, with or without notice to you. If we re-secure the space, you will be charged a \$15.00 plus tax non-refundable service rendered fee as noted above. Our re-securing access to your space shall not alter the limitations on our liability set forth in this agreement, nor shall such measures be deemed a conversion of your stored property, nor shall it in any way create or imply a bailment.

32. Left Property: We may dispose of property left in the storage space or in the storage facility by you after the tenancy is terminated. You will be liable for paying all costs, expenses and fees, including attorney fees, incurred in disposing of such property. We may cause such property to be sold as we see fit.

33. No Subletting: You shall not assign or sublease the storage space without our written permission. We may withhold permission to sublet or assign for any reason or for no reason.

34. No Oral Agreements: This document contains the entire agreement between you and us and no oral agreements shall be of any effect. You acknowledge that no representations have been made with respect to safety, security, or other special suitability of the space for storage of your property, and that you have made your own determination of such matters solely from inspection of the storage space and facility.

You agree that you are not relying and will not rely on any oral representations made by us purporting to modify or add to this agreement. You agree that this agreement may be modified only in a writing signed by both parties.

35. Succession: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties.

36. Validity and Survival: If any part of this agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part could be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable and shall survive.

This Rental Agreement is for the benefit of both Brownsville Self Storage (Landlord/Owner) and the Tenant with whom this Rental Agreement has been made and signed herein. Signing of this sheet is to indicate that the Tenant has read these Terms and Conditions and shall be presumed to have understood before signing this agreement.

This sheet is to be detached from the Terms and Conditions and kept on file with the signed Lease Agreement Summary of the Tenant, indicating the Tenant has in fact received a copy of said lease and rental agreement.

Date: _____
_____ (Signature of Tenant)

Brownsville Self Storage Representative: _____
(Signature) (Date)