

Property will be immediately and without notice denied at 6:00 a.m. on the fifth day (5th) of each month in the event Tenant fails to pay the Rent on or before the Due Date. Further, any default by Tenant shall result in forfeiture of any future rent rebate, free rent or rent concessions provided for in this Agreement and, upon the occurrence of any default hereunder by Tenant, such free rent or concession shall immediately terminate and revert to the then-prevailing storage rate(s) set by Owner for substantially the same type and size of Space and Owner may collect and receive the Rent therefor. If Tenant is renting more than one space, the default on any one agreement shall constitute a default on all agreements between Owner and Tenant. If any monthly

installment of Rent, together with late fees, is not received within thirty (30) days of the Due Date, all of Tenant's personal property is subject to sale or other disposition without judicial process. Any payments made to stop the sale or disposition of Tenant's property must be paid by certified funds or money order. Personal checks will not be accepted. Tenant agrees and understands that any partial payments made to cure a default will not delay or stop the sale or disposition of Tenant's property and that only full payment on Tenant's account prior to the published sale or disposition date will stop a scheduled sale or disposition of Tenant's property. Tenant shall be responsible for all costs, including attorneys' fees, arising from any proceedings, enforcement, foreclosure or sale, incurred by Owner and all such amounts shall be payable on demand.

6. **FEES:** Concurrently with the execution of this Agreement, Tenant shall pay to Owner a non-refundable Administration Fee of \$25.00. Tenant acknowledges that the late payment of Rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being unknown. Therefore, if any Rent payment is not received within five (5) days (or on the 5th day of each month at 5 p.m.) of the Due Date (or the last day of each month at 11:59 p.m.), Tenant shall pay to Owner **an additional sum of \$20.00 or 20% of the monthly Rent, whichever is greater**, as a late fee for each month the Rent is past due, such amount being considered liquidated damages. The parties agree that this late charge represents a fair and reasonable estimate of the costs Owner will incur by reason of a late payment by Tenant. Owner does not waive any rights under the law for non-payment of Rent. If any check or credit card charge is dishonored for any reason, all Rent or late fees shall be immediately due and payable in addition to a return check charge in the amount of \$30.00. In addition to late fees provided herein, Tenant shall be responsible for all costs and expenses incurred by Owner as a result of Rent collection or lien enforcement.

7. **OWNER'S LIEN: OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF-STORAGE FACILITY ACT" AS SET FORTH IN SECTIONS 83.801-83.809, FLORIDA STATUTES. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY OR AS OF THE DATE TENANT TAKES POSSESSION OF THE SPACE. THIS LIEN SHALL BE IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, AND OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE.**

8. **USE OF FACILITY:** Tenant hereby consents and authorizes Owner the absolute right and permission to capture, in any lawful manner, images or photographs of Tenant and any of Tenant's Authorized Agents prior to accessing the Facility and its improvements for the first time. Only Tenant and Tenant's Authorized Agent(s), as identified above, may enter and use the Facility and its improvements, including, without limitation, any customer lounge, shower, bathroom, ice machine, wash bay or other facilities made available by Owner from time-to-time. Upon execution of this Agreement, Tenant will be provided with one key fob for the gate to enter the Facility and access the Space and amenities, subject to the provisions hereof. Additional key fobs are available to purchase. Absolutely no tailgating or piggybacking entry or entry by unauthorized users is permitted or will be allowed to access the Facility and its improvements, and any such improper access by Tenant or any agents, employees or invitees of Tenant will result in an immediate \$50.00 fine for the first violation and \$100.00 fine for any subsequent violations, without notice or demand. All such Facility improvements and amenities shall be subject to non-exclusive use, without nuisance or harassment to other Facility tenants or Owner, and subject to compliance with all protocols, rules and regulations of Owner. Owner shall have the right to permanently or temporarily limit or close any such Facility improvements without notice to Tenant and Owner further reserves the right to set business hours for the Facility improvements depending upon seasonal changes and existing weather conditions. The Facility improvements may not be used for residential or overnight purposes, whether for persons, pets or animals, for any period whatsoever and violation of this prohibition shall be grounds for immediate termination of the Agreement by Owner. All use and occupancy of the Facility improvements shall be at the sole risk of Tenant. Tenant shall be responsible for any damage to the Facility improvements caused by Tenant, any of Tenant's Agent(s) or their invitees or agents.

9. **USE AND COMPLIANCE WITH LAW:** The Space is to be used by the Tenant solely for the purpose of storing the Property identified above & Tenant is solely responsible for loading and unloading Tenant's Property into and out of the Space. Tenant agrees that any unauthorized vehicles, vessels or other personal property stored in the Space can be removed by Owner, at Tenant's expense, and Owner shall not be liable to Tenant for the removal of any such unauthorized property. Tenant agrees not to store explosives, or any flammable, odorous, noxious, corrosive, hazardous, or pollutant materials or any other goods in the Space that would cause danger or nuisance to the Space, other tenants or the Facility. Tenant agrees not to store jewels, heirlooms, art works, collectibles, or other irreplaceable items having special or emotional value to the Tenant within the Space or within the Property located within the Space. Tenant further agrees that neither the Space, nor the Facility will be used for unlawful purposes or any purposes contrary to any ordinance, regulation, fire code or health code and Tenant agrees to not (a) commit waste, (b) create a nuisance, (c) alter or affix any signs on the Space. Tenant will keep the Space and Facility in good & clean condition during the term of the Agreement. Tenant further agrees to not conduct any business from the Space and that the Space shall not be used for any repairs, sales or other contracting purposes by Tenant or Tenant's Authorized Agents. The Space may not be used for residential purposes, whether for persons, pets or animals, for any period whatsoever and violation of this prohibition shall be grounds for immediate termination of the Agreement by Owner. All of Tenant's Property must be operational at all times without any leaks or condition that could cause damage to the Facility.

10. **TENANT'S RISK OF LOSS:** No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the Space by Tenant shall remain vested in the Tenant and all property stored within or on the Space by Tenant or located at the Facility shall be stored at Tenant's sole risk. Owner and Owner's agents and employees shall not be liable for any personal injury, death, property damage or loss arising from Tenant's use of the Space or the Facility or arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, acts of God, or the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. The Owner shall have no duty to monitor the weather or duty to warn or notify Tenant of approaching inclement weather, nor shall Owner have duty to protect or secure Tenant's property in the event of a severe or tropical storm or hurricane.

11. **PROOF OF OWNERSHIP & REGISTRATION:** Prior to occupying the Space, Tenant shall deliver copies of all documents available to demonstrate proof of ownership and registration, as applicable, of the Property. Owner shall have the right to refuse Tenant's access to the Space if the Owner is not satisfied with the documentation of ownership and registration provided by Tenant and, unless the Tenant can provide additional documentation to satisfy the Owner, this Agreement will be deemed terminated. Tenant approves and permits Owner and Owner's representative to transmit electronically pictures or copies of Tenant's driver's license, vehicle or other property registration, insurance papers and other personal items of a financial or secure nature.

12. **UNAUTHORIZED VEHICLES/BOATS:** Any vehicle, boat, trailer or other property parked in the Space must have required documentation on file. Failure to pre-register property (whether upon application or new or additional property) with Owner or Tenant's failure to maintain and provide proof of current registration and insurance upon Owner's request is grounds for removal by Owner at Tenant's expense. In connection therewith, Owner shall either prior to

or contemporaneous with delivery of the Space, provide Owner with digital images of all of Tenant's Property with wheels which images shall include all sides, front and back of each item of Tenant's Property and shall be delivered to Owner electronically. Owner shall not be liable to Tenant for removal of unauthorized property within the Space and **all unauthorized vehicles, boats, trailers, or other property will be towed and removed at Tenant's expense.**

13. **INSURANCE:** Owner does not and will not provide any type of insurance that would protect Tenant's Property from loss by fire, theft or other type of loss. It is Tenant's responsibility to obtain and maintain, at Tenant's expense, its own insurance to protect the Property against all perils of whatsoever nature. Insurance on Tenant's Property is a material condition of this Agreement for the benefit of both Owner and Tenant, and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant agrees to provide proof of insurance of Tenant's Property to Owner on an annual basis or upon the request of Owner and additionally agrees to provide proof of insurance for any vehicle accessing the Facility or towing any of Tenant's Property upon each annual insurance renewal or upon the reasonable request of Owner. Tenant's failure to provide Owner with evidence of insurance upon Owner's reasonable request or at least ten (10) business days prior to expiration of any existing policy, shall result in termination of this Agreement at Owner's option. Insurance carried by the Owner shall be for the sole benefit of the Owner and Tenant shall make no claim whatsoever against Owner's insurance. Tenant agrees not to subrogate against or allow Tenant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.

14. **INDEMNIFICATION OF OWNER:** Tenant will indemnify and hold Owner harmless from and against any and all actions, claims, damages, losses, including lost property, personal injury, and costs, including attorney's fees, which arise from or are related to the lease or use of the Space, access and use of the Facility, or from any activity, work, or thing done, permitted, or suffered by Tenant or Tenant's invitees or agents, in or on the Space or about the Facility, by Tenant or any invitee or agent of Tenant. If Owner is made a party to any litigation or proceedings instituted by or against Owner, Tenant shall indemnify and save Owner harmless against all costs and expenses, including reasonable attorneys' fees, incurred or sustained by Owner in connection therewith.

15. **BANKRUPTCY:** Tenant's bankruptcy shall constitute a default and Owner shall have the immediate right to terminate this Agreement and require Tenant to remove all of Tenant's property from the Space and Facility.

16. **TENANT'S LIABILITY:** In the event of the sale or other disposition of Tenant's property, it is understood and agreed that the liability of Tenant for the Rent, charges, fees, costs, and expenses provided for in this Agreement shall not be extinguished prior to payment in full of Tenant's account. All charges, fees, costs and expenses provided for herein shall be deemed "additional rent". If any of Tenant's property remains unsold following sale, Owner may dispose of said property in any manner considered appropriate by Owner and Tenant hereby waives its right to the benefit of any constitutional or statutory exemptions allowed by law as to its property in the Space or located at the Facility.

17. **CONDITION & ALTERATION OF SPACE:** Tenant acknowledges & agrees that Tenant has been given an opportunity to inspect and has inspected the Space and the Facility and that Tenant accepts the same in their AS IS and WITH ALL FAULTS condition. Should Tenant or Tenant's agents or invitees cause damage to the Space or Facility or make any alterations or improvements without Owner's prior written consent, then all costs & expenses necessary to restore the Space & Facility to the prior condition shall be borne by Tenant. Tenant shall, upon termination of lease, leave space clean of all debris.

18. **RIGHT TO RELOCATE:** Owner reserves the right to relocate Tenant and Tenant's Property from the Space to another space of equal or a greater size in the Facility and Owner shall have the right to remove Tenant's property from the Space and so relocate it upon Tenant's failure to do so within five (5) days of Owner's relocation notice to Tenant (which may be given in writing or via electronic means including emails and text messages). Owner shall have no liability to Tenant for any damages or losses caused by the relocation of Tenant's Property as provided herein.

19. **LIMITED WARRANTY:** This Agreement contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make any warranties or representations about the Space or the Facility and any such oral statements do not constitute warranties, shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Agreement. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this Agreement and shall not apply to the Space or the Facility.

20. **TERMINATION & NOTICE OF DEPARTURE:** This Agreement shall continue from month to month unless Tenant or Owner delivers to the other party a written notice of termination at least ten (15) days prior to the next Due Date; provided, however, that Owner may terminate this Agreement immediately, without advance notice, if Tenant is residing in the Space, utilizing the Facility improvements in an impermissible or wasteful manner, or any other unsafe condition, including an environmental hazard, is discovered. Upon termination, Tenant shall remove all personal property from the Space and shall deliver possession of the Space to the Owner no later than the end of the current rental month unless such property is subject to Owner's lien rights as referenced in this Agreement based upon non-payment. If Tenant fails to fully remove its property from the Space prior to the termination date, Owner, at its option, may, without further notice or demand, either directly or through legal process, enter the Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items and property left in the Space or within the Facility after Tenant vacates will be deemed to be of no value and will be disposed of by Owner at Tenant's expense. Tenant agrees to provide 15 days' notice of intent to and date of departure & termination of lease. Failure to provide notice shall cost Tenant \$100.00.

21. **ABANDONMENT:** This Agreement shall automatically terminate if Tenant abandons Space. Tenant shall be deemed to have abandoned the Space if Tenant has removed the Property while Tenant is in default. Rent paid for any month in which Tenant abandons, terminates or moves out early, shall not be prorated or refunded. **THERE IS NO PRORATION OF FINAL MONTH'S RENT IN THE EVENT OF AN ABANDONMENT OR TERMINATION PRIOR TO THE END OF THE MONTH.**

22. **OWNER'S RIGHT TO ENTER:** Owner and Owner's agents and representatives shall have the right to enter the Space without notice for purposes of inspection, making repairs or alterations, or to ensure compliance with this Agreement.

23. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet the Space, in whole or in part, without Owner's prior written consent.

24. **WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining parts shall remain in full force and effect as though such invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Tenant of the same or any other provision.

25. **SUCCESSION:** This Agreement is binding upon the parties, their heirs, successors, and assigns.

26. **GOVERNING LAW:** This Agreement shall be governed by Florida law.

27. **WAIVER OF JURY TRIAL:** Owner and Tenant waive their respective rights to trial by jury of any cause, action, claim, counterclaim, or cross-claim brought by either Owner or Tenant in any matter arising out of or in any way connected with this Agreement or its execution, Tenant's use or occupancy of the Space, any claim of bodily injury or property damage, or the enforcement of any remedy under any law, statute, or regulation.

Agreement Overview & Checklist of Items Required

PLEASE READ PRIOR TO COMPLETING AGREEMENT

(Please make sure all required copies of documents are Included with Agreement at time of submission.)

Elite Motorcoach Staff will provide this information. Upon lease completion by Tenant and upon formal acceptance of Rental Agreement by Management, Management will scan & return to Tenant. **PLEASE READ CAREFULLY the website "Rate" AND "Site Plan" pages to select a rental space and to accurately enter onto rental agreement the monthly rental rate & space number. (Elite staff can help with this section).**

If Tenant is a married couple, please include both names on page 1. **If a non-married person** is completing the agreement form, then only 1 name is to be shown as Tenant. Note that other people (a relative or friend) can be listed as "authorized agent" further down the agreement form.

Please observe the following: To return the Tenant completed Rental Agreement: PLEASE Only Mail Back (DO NOT scan & email back) by US Postal Service OR HAND DELIVER ALL PAGES OF AGREEMENT including your check (credit or debit cards accepted after April 1 2019)

Michael Frost, Manager
Elite Motorcoach Storage,
LLC
5921 McIntosh Rd
Sarasota FL. 34238

Email Correspondence, TO:
Elitemotorcoach5921@gmail.com

PLEASE DO NOT send by registered mail; return receipt requested. Send by regular US Mail or deliver to rental office.

Please Include Rental Agreement & Attachments (copies) of driver's license(s), wallet insurance card(s) & registration of stored property) and a check for 1 month's rent plus portion of first partial month (if applicable) and \$25.00 administrative fee. **PLEASE use Rent Payment Calculation Form on PAGE 8 of rental agreement.**

Upon receiving the completed agreement and completing management provided information, Elite Motorcoach Storage management will sign, scan and return fully executed agreement to Tenant if

Tenant is present in rental office. If Tenant is **S U H V H Q W D W W L P H R I V L
G R F X P H Q W F R S \ Z L O O E H S U R Y L G H G W R F X**

If you prefer to NOT provide credit card information (page 7 of agreement) for future monthly payments (payments due after moving in stored property) until you arrive at facility in person to store your property that is agreeable to management.

There are plenty of covered & asphalt spaces at least until April 15, 2019.

See website Site for details regarding types of storage.

We will provide what is necessary to calculate rental space and monthly rental payments using form on page 8.

Please note: the website aerial rendering of facility is a drawing to show final appearance, please call or email office to ask for a specific Unit number that you may want to request.

MOST IMPORTANT: When measuring length of any trailer include the trailer tongue and the spare tire that may be attached to the rear of your trailer. We measure all stored items prior to approving rental agreement so please don't take offense. People with honest intentions often report their trailer or vehicle as shorter than it is because of neglecting to include spare tire or full length of the tongue.