

DOCTORS INLET RV-BOAT STORAGE RENTAL AGREEMENT
ALL INFORMATION MUST BE COMPLETED

THIS AGREEMENT is made on between Hal Ennis dba Doctors Inlet RV-Boat Storage, hereinafter called Landlord, and _____ hereinafter called Tenant.

TENANT ADDRESS: _____ CITY _____

STATE: _____ ZIP _____ EMAIL ADDRESS _____

HOME PH: _____ CELL : _____ WORK: _____

AUTO: _____ MAKE: _____ TAG: _____ STATE: _____

DRIVERS LICENSE# _____ STATE: _____ EXPIRES: _____

STORED VEHICLE:

TYPE _____ MAKE _____ MODEL _____

LENGTH _____ COLOR _____ TAG _____ STATE _____

****A COPY OF THE TITLE AND/OR REGISTRATION TO THE VEHICLE BEING STORED MUST BE PROVIDED****

For good and valuable consideration as follows: Current partial month \$ _____ next full month rent \$ _____ and one-time set up fee of \$15.00 for a subtotal of \$ _____ + tax \$ _____ for an initial payment due of \$ _____ payable to Doctors Inlet RV - Boat Storage, P.O. Box 475, Orange Park, FL 32067.

You will receive your future invoices via email only. MONTHLY AMOUNT DUE: \$ _____ (including tax)

The parties agree to the following terms and conditions:

- 1. Property Leased.** Landlord hereby leases storage space more specifically described as **Space #)** _____ hereinafter called the "storage space," located at 537 College Drive, Middleburg, FL 32068. **Gate Code:** _____
- 2. Term.** For the term beginning _____, 2017 on a month to month basis, with 30 days written notice to vacate, unless otherwise agreed to by the parties, in return for the rental payments as specified in this agreement. Tenant shall not assign or sublease the premises without the express written consent of Landlord.
- 3. Rent.** Tenant agrees to pay to Landlord or Landlord's agent a monthly rental payment in the amount stated above plus all applicable sales tax, payable in advance on the **first day of each month** and continuing monthly until the termination of this agreement. If this agreement is entered into on any day other than the first day of the month, Tenant shall pay rent prorated for the current month plus the next full month. The will be no prorated rent refunded in the event the unit is vacated by Tenant prior to the last day of a month whether or not Tenant's boat or vehicle is removed from the storage space.
- 4. Additional Charges. (a)** Tenant shall be assessed a one time set up fee of Fifteen Dollars (\$15.00) upon the commencement of this agreement. **(b)** Last month's rent to be held as prepaid rent. A ten dollar (\$10.70) late charge for payments not made by the fifth (5th) day of the month. **(c)** If any rental payment by tenant to landlord is made by a check, and that check is dishonored by the bank on which it is drawn for any reason whatsoever, tenant will pay a "bad check" charge of \$35.00 and may be required to make all future payments by bank check or money order.

Additionally, Landlord or Landlord's agent, may at its discretion, restrict Tenant's access by any means, including but not limited to, deactivation of Tenant's access code until such assessed fee and arrearage rental payments are brought current. If a code has to be deactivated due to non-payment, landlord may charge an additional \$25 reactivation fee.

6. Termination by Landlord or Tenant. Landlord or Tenant may terminate this lease for any reason by giving thirty (30) days prior written notice to the other party. If Tenant elects to move prior to the end of the month for which payment has been made is full, Tenant **will not be entitled to any refund**. Tenant must pay to Landlord rent during the notice period. No notice required if tenant is in default of any term hereunder.

7. Rental Increases and Renewals. Landlord may increase the monthly rent or change the terms of this lease upon written notice to Tenant given at least thirty (30) days in advance of the first day of the month in which the increase in rent becomes effective.

8. Care of Storage Area. Tenant agrees to use due care in the use of the storage space and all other parts of Landlord's property. Tenant shall keep the storage space clean at all times and shall be responsible for trash and garbage removal. Tenant shall **not** store hazards, combustible, toxic or illegal substances or materials on the property, including but not limited to tires, gasoline cans or related items.

9. Landlord's Liability. Tenant agree that Landlord shall not be liable for personal property damage, loss by theft or personal injury occurring in the storage area or elsewhere on Landlord's property regardless of cause unless the damage or injury results from Landlord's negligence or intentional tort.

10. Insurance. Tenant is required to maintain insurance upon the personal property to be placed or stored in the storage space. Such insurance shall include comprehensive coverage and be at least the minimum required by Florida state law. Tenant acknowledges that the personal property stored on the lot described will remain insured during the term of this agreement. If at any time there is a lapse in coverage, Tenant will be in default of this lease agreement and may be subject to termination.

11. Remedies for Default. If Tenant fails to pay rent or any other sum to Landlord when due, if Tenant defaults or breaches any provisions of this lease, or if Tenant abandons tenant's vehicles or Tenant's personal property for more than 60 days then tenant shall be in violation of the terms of this lease and Landlord may, in its sole discretion, terminate this lease, bring an legal action for possession of abandoned property, or institute any other remedy as may be authorized either at law or in equity Assignment.

In addition, but not in limitation of, all remedies available to the landlord, the laws of the Florida Statutes 83.801-83-809 gives the landlord a lien upon all personal property, whether or not owned by the tenant, located at the storage facility for rent, fees and/or other charges incurred on behalf of Tenant. Upon tenant's failure to pay the rent when it becomes due, the landlord may, without notice, after 5 days from the date the rent is due, deny the tenant access to the storage space. The landlord shall have the right to change the code for the gate access to the storage area, on or after the 6th of the rental period, if the rent and any fees have not been received. The code change by the landlord shall serve as notification that the rent is due and not paid according to the landlords records. Access shall be restored after full payment of all past due amounts to include late fees and any other fees owed.

12. Sale of Property. In the event of a sale or conveyance by Landlord of its interest in the property, the same shall operate to release Landlord from any future liability under any covenants, condition or obligations, expressed or implied under this Agreement. Tenant shall look solely to Landlords successor for the continued performance and all obligations in this agreement.

13. Severability. If any portion of this lease is construed as unenforceable by a court of competent jurisdiction the remaining parts of this lease shall be in full force and effect as though any unenforceable part or parts were not written into this lease.

14. Attorneys' Fees. In any action or proceeding to enforce this lease, or to secure any rights provided under this lease or accorded by law, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15. Disposition of Tenant's Personal Property on Eviction, Surrender, or Abandonment. The parties agree that on Tenant's surrender or abandonment of the premises, or on termination of the agreement by lawful eviction, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property remaining on the premises and may dispose of or take possession of such abandoned property as permitted by law.

BY SIGNING THIS LEASE THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

X _____
TENANT SIGNATURE

Dated: X _____

Hal Ennis, Landlord
dba Doctors Inlet RV - Boat Storage