

Florida Monthly Rental Agreement

Facility Owner: _____
Neighborhood Storage Center Co., a Florida corporation, as agent for Facility Owner

Management Office Address ("Management Office"): _____
Address where Tenant's goods will actually be stored ("Facility"): _____

Management Office E-mail Address: _____

NOTICE TO TENANT: THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY, WHETHER OR NOT OWNED BY THE TENANT, LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. IF TENANT DEFAULTS UNDER THIS RENTAL AGREEMENT, THE PERSONAL PROPERTY STORED IN THE STORAGE UNIT MAY BE SOLD TO SATISFY OWNER'S LIEN. THIS ACTION IS AUTHORIZED BY THE FLORIDA SELF-STORAGE FACILITY ACT 83-801 ET SEQ. EXPLANATION: THE PERSONAL PROPERTY STORED IN THE STORAGE UNIT MAY BE SOLD TO SATISFY THE LIEN IF TENANT IS IN DEFAULT.

TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

TENANT INFORMATION

Tenant Name: _____ ("Tenant")
Tenant Address: _____
Tenant Phone: _____
Tenant Cell Phone: _____
Tenant Date of Birth: _____
Tenant Driver's License No., State: _____

Tenant E-mail Address: _____

If Tenant provided an E-mail Address, the Owner may send all notices (including statutory lien notices) to the E-mail Address provided, or to subsequent written changes to that E-mail Address that Tenant provides.

_____ **BY INITIALING HERE, Tenant acknowledges that the E-mail Address above is complete and correct and that the Tenant consents to receiving notices, including notice of default and other statutory notices, via electronic mail.**

Alternate Contact: _____
Alternate Contact Telephone Number: _____

Owner may contact such alternate/emergency contact person(s) in event of casualty (fire, accident or damage, etc.), or other emergency, or if Owner is unable to reach Tenant.

Is Tenant or Tenant's spouse a member of the "Uniformed Services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the public health service?
(Choose One) _____ **YES** _____ **NO**

If YES, Military Information Addendum is required.

Is there a lien on any of the items to be stored?
(Choose One) _____ **YES** _____ **NO**

If YES, Lien Addendum is required.

Description of what is stored: _____

If description of property stored is a titled vehicle, then Vehicle Addendum or Vehicle Rental Agreement is required. Proof of insurance and registration is required.

UNIT INFORMATION

Unit No. ("Unit"): _____
Approximate Size (in feet): _____
Rental Agreement Date: _____
Next Payment Due on the _____ Day of the Month ("Renewal Date")
Administration Fee: \$ _____
Monthly Rent: \$ _____ ("Rent")
Monthly Sales Tax: \$ _____ (Subject to change by government authority)
Monthly Tenant Insurance Premium: \$ _____

Tenant is renting the Unit by the space, not by the square foot. The description of the Unit is for identification purposes only. There shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Unit actually contains more or fewer square feet than set forth herein. No refund is due if the Unit contains fewer square feet than stated.

Type of Unit: _____ (If Temperature Controlled, then Section 13 applies)

If Tenant requests invoice: Monthly Invoice via mail (\$2.00 service charge), Monthly Invoice via e-mail (no charge)

NOTICE TO TENANT: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT, FULLY UNDERSTAND IT, AND AGREE TO ABIDE BY THE COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS SIX (6) PAGES LONG.

1. **Month-to-Month Term and Renewal:** This Rental Agreement ("Rental Agreement") is for the lease of the self-storage Unit (listed in the Unit Information Section of this Rental Agreement) from Neighborhood Storage Center Co. as agent for Facility Owner beginning on the Rental Agreement Date. For the purposes of this Rental Agreement the term "Owner" shall mean, inclusively, the owner (Facility Owner), operator, or lessor of a self-service storage facility or self-contained storage unit or his or her agent (Neighborhood Storage Center Co.) or any other person authorized by him or her to manage the facility or to receive rent from a tenant under a rental agreement. For the purposes of this Rental Agreement, the term "Owner's Employees" shall mean the employees of any Owner, including employees of Neighborhood Storage Center Co.. This Rental Agreement shall be on a month-to-month basis and shall automatically renew for successive one month periods on the Renewal Date of each month unless terminated as provided for herein. A one (1) month minimum rental is required. No Rent refunds are made. Any terms of this Rental Agreement, including but not limited to, Rent, rules, regulations, covenants, and terms or conditions of occupancy, may be changed by Owner upon no less than thirty (30) days prior written notice to Tenant in person, by mail, or by e-mail. If Tenant does not move out of Unit prior to the effective date of any change to the terms of this Rental Agreement, the change shall become effective and apply to Tenant's occupancy.

2. **Rent is Due on the Renewal Date of Each Month:** Rent shall be in the amount specified on the first page of this Rental Agreement, payable monthly to Neighborhood Storage Center Co. in advance, without demand or notice, on the Renewal Date of each month during the term of this Rental Agreement and any extensions or renewals thereof. Tenant agrees to pay Rent in person at the Management Office, by mail to the Management Office, or with credit card (in person at the Management Office, via phone authorization, by written authorization, via the Internet, or by payment kiosk at the kiosk location for the Facility [if available]), and shall not mail or deliver Rent in the form of cash into the office by any "drop slot". Owner does not guarantee availability or functionality of kiosk, website, or phone pay systems. Tenant understands and agrees the Facility may not have an office or it may have an office that it is not staffed at all times. Not all facilities have a kiosk. Tenant further agrees to make in-person payments only at the Management Office or the kiosk location even if Unit is located at a different Facility. It is expressly agreed that Owner does not send monthly statements or reminders of Rent due dates. Tenant may request monthly billings by mail or e-mail. A Two Dollar (\$2.00) service charge shall be charged for each invoice that is mailed. Tenant shall not fail to pay Rent even if Tenant does not receive an invoice or bill. Owner may require payments of Rent to be in the form of money order or cashier's check in the event Tenant is in Default or has any payment to Owner returned for any reason, including insufficient funds. Rent is non-refundable. Access to payment by Internet is automatically disabled if Tenant is thirty (30) or more days delinquent. Any Rent payment made through the Internet or payment kiosk (if available) must be in the full amount due at the time of payment. If less than full payment is made over the Internet or at the kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to Tenant at Tenant's last known address, even if Tenant obtains a receipt from the Internet site or kiosk. No payments, including Internet or kiosk payments, can be made within forty-eight (48) hours of a lien sale unless made by hand to Owner and accepted by Owner or Owner's agent at the Management Office. Owner reserves the right to refuse payment by check or credit card if Tenant is more than thirty (30) days delinquent.

3. **Credit/Debit Card or Bank Account (ACH) Authorization for Payment of Rent and Other Charges:** If Tenant has authorized Owner to automatically charge or debit a credit/debit card or bank account (which is owned by the Tenant or upon which Tenant has authority to charge) on the Renewal Date or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions section of this Rental Agreement, as Rent and Additional Rent for each and every month Tenant continues to occupy the Unit, this authorization shall continue for future credit/debit card or bank account information provided and include any increases in Rent and other charges assessed to the Tenant. In any circumstance, in the event Tenant terminates this authorization or the Rental Agreement owing any Rent or other charges due to Owner, Owner may charge/debit Tenant's credit/debit card or bank account any sum due and owing upon termination including, but not limited to, damages to the Unit or Facility, outstanding Rent due, any other Default charges, clean up charges, dumpster charges, and any other sums due and owing at termination. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of termination of the charge/debit authorization or the termination of the Rental Agreement. It shall be Tenant's sole responsibility to provide Owner with accurate, current and working account information. The failure to provide such may result in non-payment of Rent and other accrued charges, allowing Owner to sell the personal property in Unit. It shall be Tenant's sole responsibility to verify that payments are made and by what method payments are made.

4. **Administration Fee:** Contemporaneously with the execution of the Rental Agreement, Tenant has paid to Owner a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs, and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.

5. **Termination:** Tenant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the rental period and Tenant notifies Owner of Tenant's vacating of the Unit at least ten (10) days before the end of the rental period. Owner may terminate this Rental Agreement by giving Tenant ten (10) days written notice prior to the end of any rental period. Notwithstanding the above, Owner may exercise immediate termination rights (including denial of access to the Unit) in the event that Tenant or Tenant's invitees utilize the Unit for an unlawful purpose or are found to be engaged in illegal activity at the Facility. Owner may also exercise immediate termination rights (including denial of access to the Unit) in the event that Tenant or Tenant's invitees create a nuisance or engage in disruptive, criminal, or other Owner-prohibited behavior that threatens the safety of other tenants and/or the preservation of the Unit and/or Facility. The Unit shall be left broom clean, free of trash, Tenant shall remove all personal property, and the Tenant's lock must be removed (or additional Rent may accrue). Tenant shall fully vacate by the date stated in Tenant's or Owner's Notice. Owner charges and Tenant is responsible for a Fifty Dollar (\$50.00) per hour charge for cleaning the Unit, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove personal property and/or clean the Unit.

6. **Fees:**

A. Default Charges and Fees: Tenant is in Default if Rent remains unpaid after five (5) days from the date Rent is due, and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Tenant is in Default, the following fees shall be charged:

Late Fee/Overlock/Deactivate Gate/Deactivate Lock Fee (on the 6 th day after Rent is due)	\$ 20.00 or 20% of Rent (whichever is greater)
Notice of Default Fee (on the 21 st day after Rent is due)	\$ 10.00
Administrative Lien Fee (on the 30 th day after Rent is due)	\$ 85.00
Advertisement Fee	\$ 75.00
Vehicle Lien Search Fee	\$ 25.00 + Out of State Charges
Sale Fee	Actual Auctioneer Costs

B. Other Charges and Fees- The following charges may be applied to the Tenant's account if any of the following occur.

NSF/Returned Check/ACH or Credit Card Chargeback Fee	\$ 25.00 + Applicable Late Fees + Bank Charges
Cleaning Fee (1 hour minimum)	\$ 50.00 per Hour + Disposal Fees
Lock Cut Fee (at Tenant's request)	\$ 50.00
After Hours/Call In Fee	\$ 35.00
Unit Transfer Fee	\$ 15.00
Truck No Call/No Show Fee	\$ 25.00

For the purpose of determining if Rent is paid on time, the date the payment is received and processed in the Management Office by Owner, not the postmark or issued date, is used. Notwithstanding the date that other fees and charges are imposed, if Rent payment is not received within five (5) days of when due, Owner may begin enforcement of its lien against personal property stored in Unit. Tenant shall pay Owner all other costs and expenses incurred by Owner arising as a result of or related in any manner to a breach of this Rental Agreement, particularly any charges incurred for Rent, late

fees, or other charges and expenses incurred in enforcing Owner's lien, Owner's collection of any amount owed by the Tenant, or the exercise of any remedy by Owner upon a Default by Tenant (including the sale or other disposition of personal property) as permitted under this Rental Agreement or by law. Tenant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Tenant's responsibilities under this Rental Agreement. All payments received are applied first to the oldest charge.

7. Use of Unit and Prohibited Storage: The Unit shall be used and occupied only for the storing of personal property owned by Tenant. Tenant shall keep the Unit in a clean and sanitary condition and free of rubbish, liquid waste, or refuse. No guns or alcohol may be stored in the Unit. Tenant shall not use the Unit for the operation of any industrial or manufacturing business. Tenant shall not use the Unit for the use or storage of any food; animal feed (including seed); storage of any explosives; highly flammable, dangerous, hazardous, or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture; contraband or illegal substances; or for any unlawful purpose of any nature or kind. Tenant shall not engage in any activity in the Unit which produces or releases such prohibited materials. Tenant shall not store any credit or medical records which do not belong specifically to Tenant and will clearly mark any boxes or other containers containing personal or medical records in a manner that Owner can easily identify them in the event of a Default and sale. Tenant shall not use the Unit for storage of any gasoline or other fuel, oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Unit and in such case Tenant shall store the personal property with no more than one quarter (1/4) tank of gas and a drip pan or absorbent pad designed to absorb petroleum products under the personal property to retain any leaking fluids. No propane or empty propane canisters may be stored in the Unit. No gas canisters shall be stored in the Unit. No oxygen tanks or empty oxygen tanks shall be stored in the Unit. A Vehicle Storage Addendum must be completed and executed by Owner for any "titled" vehicle stored in the Unit. **Tenant shall not live or sleep in the Unit, nor shall animals be permitted in the Unit or Facility. Living or sleeping in the Unit or bringing animals to the Unit or Facility will be grounds for immediate termination of this Rental Agreement by Owner.**

Tenant shall not use or allow the Unit to be used for the release, storage, use, treatment, disposal, or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

8. Limitation on Value of Personal Property: Tenant agrees not to store personal property in the Unit with a total value in excess of Five Thousand Dollars (\$5,000.00) without the prior written permission of the Owner. If such written permission is not obtained, the total value of personal property stored in the Unit shall be deemed not to exceed Five Thousand Dollars (\$5,000.00). **The Unit is not appropriate for storage of irreplaceable personal property such as books, writings, paintings, or objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Tenant.** Tenant agrees that Owner is not liable for the loss of personal property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next paragraph. This provision shall not constitute an admission that personal property stored in Unit has any value whatsoever.

Notwithstanding anything in this Rental Agreement, in no event will Owner or Owner's agents be liable to Tenant or Tenant's agents for an amount in excess of Five Thousand Dollars (\$5,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, omissions, or negligence of Owner or Owner's agents. Tenant will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability has been limited or eliminated pursuant to this provision. So long as Tenant complies with the requirements of Sections 7 and 8, Owner does not concern itself with the type, quantity, or quality of the personal property stored.

9. Damages: Tenant shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Tenant's storage in the Unit, use of the Unit, or use of the common areas of the Facility including damage to other lessees' personal property. In the event Owner invoices Tenant for any charges for repairs, clean-up, replacement, or other damages suffered, Tenant shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's rental obligation. The failure to pay such invoice represents a Default under this Rental Agreement. This provision and the requirement to pay for any damages shall survive the termination of this Rental Agreement.

10. Insurance: Owner does not provide any type of insurance which would protect personal property stored in the Unit or at the Facility from loss by fire, theft, or any other type of casualty loss. It is the Tenant's responsibility to obtain such insurance. Tenant, at Tenant's expense, shall secure Tenant's own insurance to protect Tenant and personal property stored at the Facility or in the Unit against all perils of any nature whatsoever. Tenant agrees to obtain insurance coverage for 100% of the actual cash value of property stored in or on the Unit or at the Facility. Insurance on property stored in the Unit is a material condition of this Rental Agreement, and Tenant assumes all risk of loss, damage, or theft to stored property which would be covered by such insurance. Insurance carried by the Owner is for the sole benefit of the Owner and Tenant shall make no claim 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. WHILE CERTAIN INFORMATION MAY BE MADE AVAILABLE TO TENANT WITH RESPECT TO INSURANCE ("Tenant Insurance"), OWNER AND OWNER'S AGENTS ARE NOT INSURERS, ARE NOT AFFILIATED WITH ANY INSURANCE COMPANY, DO NOT ACT AS ANY INSURANCE COMPANY'S AGENT, BROKER, OR SOLICITOR, AND DO NOT ASSIST IN THE EXPLANATION OF COVERAGE OR IN THE MAKING OF CLAIMS UNDER ANY INSURANCE POLICY. **Tenant hereby agrees to provide Owner with proof of insurance covering the property stored in the Unit during the term of the tenancy, unless tenant purchases Tenant Insurance. In the event that proof of insurance is not provided on demand, or in the event that such insurance has been cancelled, not renewed, or materially changed, Owner reserves the right to automatically enroll the Tenant in the Tenant Insurance with a minimum amount of coverage at the standard additional charge for such insurance then in effect under the Tenant Insurance. In lieu of meeting the insurance requirement set forth above, Tenant can purchase Tenant Insurance.**

11. Fences, Gate, Lights, Video Equipment, Etc.: Owner employs certain measures to protect and control the Facility and Owner's property: i.) These systems may include (depending on the Facility) an electric gate, lighting, and video cameras (consult with the Management Office for features at the Facility where the Unit is located); ii.) Tenant acknowledges that video cameras and alarms are not monitored, and that these systems may not operate properly in the event of a mechanical, electrical, or software failure. Video cameras may not be recorded or may not be recorded at all times and do not record all parts of the Facility; iii.) The operation or failure of any type of system installed by Owner shall not change Owner's aforementioned non-liability for any type of loss incurred by Tenant and shall in no way release Tenant from Tenant's obligation of insuring personal property stored in Unit; iv.) Tenant has inspected the Facility and the Unit and has made Tenant's own determination as to the adequacy of the Facility and Unit for Tenant's own purpose. Owner DOES NOT provide security for property stored in Unit or security of any persons at the Facility. Tenant waives any implied or express warranties, guarantees, or representations as to the nature, condition, safety and/or security of the Unit and the Facility.

12. Access: Tenant's access to the Unit and the Facility may be limited as deemed necessary by Owner, including, but not limited to, requiring identification from Tenant, limiting hours of operation, or requiring Tenant to sign-in and sign-out upon entering and leaving the Facility, and including the temporary closure of portions of the Facility for repairs and maintenance. Owner may change the normal times and methods of access to the Facility with thirty (30) days written notice posted at the Management Office or mailed or e-mailed to Tenant. In the event of an emergency at or around the Facility, Owner may require Tenant enter only when escorted by Owner's Employees or agents. Owner shall not be liable to Tenant for Tenant's or Tenant's invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason.

- 13. Air Conditioned Temperature Controlled Unit (if applicable):** Temperature controlled units are cooled only. The Facility offers no dehumidification systems. These temperature controlled units do not provide constant internal temperature or humidity control. **Owner does not warrant or guarantee temperature or humidity ranges in the Unit.** Tenant waives any claim for loss of or damage to stored property from Owner's failure to regulate the temperature and/or humidity in the Unit from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Owner.
- 14. Mold:** Tenant understands that there is a risk of the growth of mold and/or mildew on personal property, even in an air conditioned Unit. Owner does not warrant the Unit to be water-tight or dry. Mold is a naturally-occurring substance and mold may appear or grow on personal property. To help avoid mold, Owner recommends storing personal property off the concrete floor, such as on pallets or shelves (do not attach to the Unit), and keeping goods susceptible to mold from touching the walls of the Unit. Tenant understands that any personal property brought into the Unit that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Unit even if Owner air conditions the Unit. Tenant agrees to periodically inspect the Unit and the personal property and take all actions necessary to protect personal property. Tenant agrees and acknowledges that Owner is not liable for the growth of mold or mildew on stored property.
- 15. Locked Unit; Tenant's Risk; Abandonment:** Tenant is required to keep the Unit locked using one lock per door. If this Unit uses cylinder locks, Tenant shall use only the cylinder lock. Owner maintains no key to any cylinder lock. In the case of a cylinder lock, Tenant shall not place any lock on any hasp or other sliding portion of the latch mechanism, as these areas are reserved for use by Owner. In the event the Facility does not require cylinder locks, Tenant is required, in Tenant's sole discretion, to select and use a lock which Tenant deems suitable for use in a self-service storage situation. Owner does not retain a key to Tenant's lock. Tenant shall place only one lock on one hasp. The other hasp is reserved for Owner's use. If a lock is removed for a reason described elsewhere in the Rental Agreement, including Default by Tenant, then Tenant shall replace the lock with another lock at Tenant's sole expense. If the Unit is found open, or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Unit at Tenant's expense. All personal property stored by Tenant within the Unit shall be at Tenant's sole risk. If the Unit is not locked, Rent remains unpaid after seven (7) days from the date Rent is due, and Owner determines the items contained in the Unit have a marketable value of under Two Hundred Fifty Dollars (\$250.00), Owner may consider the Unit abandoned, dispose of or sell all personal property in the Unit, and terminate the Rental Agreement with no liability for any loss, damage, or casualty however caused to such personal property. Owner may dispose of or sell the personal property abandoned in the Unit. Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody, or control over personal property stored in the Unit. Owner assumes no responsibility for any loss, damage, or casualty however caused to such personal property.
- 16. Release of Liability:** **OWNER IS NOT ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE AND NO BAILMENT IS CREATED UNDER THIS AGREEMENT. OWNER EXERCISES NEITHER CARE, CUSTODY NOR CONTROL OVER STORED PROPERTY. ALL personal property stored within or upon the Unit and at the Facility by Tenant shall be at Tenant's sole risk. Tenant releases Owner, Owner's Employees, agents, successors, and assigns from all liability for any loss of or damage to any personal property at the Facility arising from any cause whatsoever including, but not limited to, fire, water, the elements, mold, mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, rodents, pests, insects, smoke, flood, hurricanes, rain, tornadoes, explosions, malfunction of utilities, alarm, or sprinkler systems, or the acts or passive acts or failure to act or negligence of Owner, Owner's Employees, or Owner's agents. Tenant further releases Owner, Owner's Employees, agents, successors, and assigns from all liability for personal injuries or death to persons including Tenant and Tenant's family or invitees arising out of Tenant's use of the Unit or Facility. Tenant understands that this release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from the liability as set forth herein, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.**
- 17. Indemnification; Subrogation:** Tenant agrees to have Tenant's insurer waive any right of subrogation of any claim of Tenant against Owner, Owner's Employees, and/or Owner's agents. Tenant agrees to indemnify, defend, and hold Owner harmless from any and all losses, claims, demands, lawsuits (including attorneys' fees and costs), damages, liability, expenses, fines, or penalties arising out of or related in any manner to Tenant's use of the Unit, the Facility, and/or common areas. Tenant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this provision.
- 18. Owner May Enter:** Owner, Owner's Employees or agents, and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Tenant's lock and enter the Unit, without notice to Tenant, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other personal property or chattels stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Tenant's lock and enter the Unit with reasonable notice to Tenant to make any repairs, replacements, or other desirable improvements or conduct any inspections of Owner's property ("Work"). Owner will endeavor to provide a minimum of three (3) days notice to Tenant of the Work and, if Tenant is available, will schedule an appointment with Tenant to remove Tenant's lock to allow the Work. If Tenant is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality at Tenant's expense. Tenant may obtain keys to the replacement lock from the Management Office during office hours.
- 19. Responsibility to Inspect Unit:** Tenant shall immediately notify Owner should Tenant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Tenant's Unit or emanating or spreading from or through any other unit. Upon receipt of such notification, or should Owner become aware of such conditions, Owner may, notwithstanding anything to the contrary to this Rental Agreement, enter Tenant's Unit without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Tenant's use of the Unit or from a breach by Tenant of the terms of this Rental Agreement, all expenses incurred by Owner in addressing such conditions shall be paid by Tenant on demand and if not paid, shall become Additional Rent. Tenant agrees to periodically inspect Unit.
- 20. Owner's Lien:** **PURSUANT TO THE FLORIDA SELF-STORAGE FACILITY ACT 83-801 ET SEQ., THE OWNER OF A SELF-SERVICE STORAGE FACILITY, THE OWNER'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A LIEN UPON ALL PERSONAL PROPERTY, WHETHER OR NOT OWNED BY THE TENANT, LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. EXPLANATION: THE PERSONAL PROPERTY STORED IN THE STORAGE UNIT MAY BE SOLD TO SATISFY THE LIEN IF TENANT IS IN DEFAULT. In no event shall the Owner's liability exceed the proceeds of the sale. Owner reserves the right to utilize on-line auction services to manage the sale of personal property as a result of Tenant's default and the foreclosure of Owner's lien. Tenant consents to the use of on-line auction services.**
- 21. Defaults; Owner Remedies:** If Tenant breaches any term or condition of this Rental Agreement (a "Default"), Owner, in addition to such other rights Owner may have under this Rental Agreement and law, shall have the right to terminate this Rental Agreement. If Tenant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access to the Facility and the Unit upon Default; (ii) overlock or otherwise place a device to prevent Tenant's access to the Unit and the placement of Owner's overlock or other deactivation device, along with the written notice sent to Tenant, shall serve as constructive notice that Owner has not received Rent from Tenant for the current term; (iii) remove Tenant's lock and access the Unit; however, rent and other charges shall continue to accrue in an overlock or lock removal situation until the Unit is sold or released; (iv) inventory and/or take possession if desired of the personal property located in the Unit; (v) sell or dispose of the personal property in the Unit as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Tenant. The act of overlocking/denying access or removing Tenant's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the personal property. The obligation to pay Rent and other charges shall not be

terminated by the overlock or lock removal. If Tenant is in Default and is overlocked or if the lock is cut and replaced with Owner's lock, Owner is not required to remove the overlock or take off Owner's lock until the next scheduled lock removal day after payment has been made in full. If Tenant needs access prior to the next scheduled lock removal day, a \$35.00 service charge shall be imposed and is payable prior to Owner's representative departing to the Facility. Owner does not guarantee a representative will be available to remove a lock in advance of the scheduled lock removal date. Lock removal payments made by check will be unlocked seven (7) to ten (10) days after payment to ensure check has cleared. After hours lock removal is not available. Owner reserves the right not to remove its replacement lock (after lock cut) until Tenant is present and replaces the lock with Tenant's own new lock, or Owner in its sole discretion can remove its lock leaving the Unit unlocked. Owner may require Tenant to obtain keys to a replacement lock from the Management Office during office hours. In any case Owner shall not be liable to Tenant for any damages Tenant suffers as a result of not being able to access the Unit after late payment arising from failure to immediately remove Owner's lock or overlock. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

22. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Tenant shall be mailed by first class U.S. mail, postage pre-paid, to Tenant's last known address, or e-mailed to the e-mail address provided by Tenant in this Rental Agreement (or to subsequent written changes to that e-mail address that Tenant provides) and shall be conclusively presumed delivered when mailed or, if e-mailed, when the e-mail is sent by Owner. All electronic communications shall have the same legal effect as if made in non-electronic form. All notices from Tenant to Owner shall be hand delivered to the Management Office, mailed by Certified Mail Return Receipt Requested to Owner at the Management Office, or e-mailed to Owner at Management Office E-mail Address listed on the first page of this Rental Agreement. Any and all e-mails from Tenant to Owner must be acknowledged in writing by Owner to be deemed delivered. Tenant is responsible for notifying Owner in writing of any change in Tenant's address or e-mail address or of intent to vacate at the end of the term via one of the following methods: **Certified Mail Return Receipt Requested to the Management Office, in person at the Management Office, or website account management at <https://www.neighborhoodstorage.com/>**. Tenant's change of address will become effective when received and acknowledged by Owner. It is Tenant's responsibility to verify that Owner has received and recorded the requested change of address. **Tenant's change of address cannot be made by telephone or by listing such information on returned envelopes or checks.**

23. Partial Payments or Payment in the Event of Default: Partial payments shall not be accepted unless agreed to in writing. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Tenant. Tenant agrees and understands that partial payments made to cure a Default for nonpayment of rent will not delay or stop foreclosure and sale of personal property. Only full payment on the Tenant's account prior to the published auction date will stop a scheduled sale of the stored property.

24. Assignment and Subletting: Tenant may not assign Tenant's rights under this Rental Agreement or sublet the Unit without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.

25. Governing Law; Jury Trial; Severability: This Rental Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. Owner and Tenant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death, or personal property damage. Owner and Tenant further agree that the federal or state courts in the county in which the Facility is located in Florida shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

26. Entire Agreement: This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may only be modified in writing signed by Tenant and Owner's representative; except as set forth in Section 1. The Owner's agents' and Owner Employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

27. Counterparts, Headings and Gender: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are only for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others.

28. Dispute Resolution:

28.1 Generally: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve certain disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible, it is with this spirit of cooperation that Owner and Tenant pledge to resolve disputes as set forth in this Section 28.

28.2 Mediation: Any dispute arising out of or concerning this Rental Agreement shall, upon the request of any party, be submitted to non-binding mediation before any mediator or mediation organization approved by Owner and Tenant and located within 15 miles of the Facility. In the mediation, Owner and Tenant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Tenant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information, and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Tenant. The mediator shall be disqualified as a witness, consultant, expert, or counsel for any party with respect to the dispute and any related matters. If the parties are unable to agree upon the mediator or a mediation organization, the mediation will be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Mediation will be pursued by the parties prior to any arbitration. This Section 28.2 shall not preclude Owner or Tenant from pursuing eviction, actions to recover unpaid rent or non-judicial remedies under this Rental Agreement prior to or during the mediation, including as set forth in Section 21.

28.3 Arbitration: As the exclusive means (following an unsuccessful mediation under Section 28.2) of resolving any dispute which arises out of, concerns, or relates to this Rental Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, a party may demand that the dispute be resolved by final and binding arbitration by an arbitrator or arbitration association approved by Owner and Tenant and located within 15 miles of the Facility. A single arbitrator will resolve the dispute. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be paid equally by the Owner and Tenant except that the prevailing party shall be able to recover such fees and expenses from the other party. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding party must provide the other party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitrator or arbitration company from a list of approved arbitration companies located or otherwise available within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. If the parties are unable to agree upon an arbitrator or arbitration organization, the arbitration will be administered by the AAA under its Commercial Arbitration Procedures (to the extent the latter are not inconsistent herewith). **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS RENTAL AGREEMENT.** This Section 28.3 shall not preclude Owner or Tenant from pursuing eviction, actions to recover unpaid rent or non-judicial remedies under this Rental Agreement prior to or during the arbitration, including as set forth in Section 21.

- 29. Owner's Employees:** In the event Tenant requests any of Owner's Employees to perform any services for Tenant, such services shall be done at Tenant's own risk as Tenant's agent, regardless of whether payment is made for said service(s). Tenant agrees to release, hold harmless, and indemnify Owner for any loss, charge, or injury Tenant may suffer related to the use of Owner's Employees. Tenant further agrees that Tenant's and Tenant's invitees' interactions with any and all persons at the Facility will be respectful and courteous. Any foul or abusive language or disruptive or threatening behavior by Tenant or Tenant's invitees shall be grounds for immediate termination of the Rental Agreement by Owner, and Tenant and Tenant's invitees shall vacate the premises immediately.
- 30. Warranty of Information:** Tenant warrants all information provided in this Rental Agreement or any application preceding this Rental Agreement is complete, true, and accurate at the time of this Rental Agreement.
- 31. Tenant's Acceptance of Unit "AS IS":** Tenant has inspected or had the right to inspect the Unit and Facility before signing this Rental Agreement and finds the Unit to be suitable for the purpose for which Tenant rents such Unit and **accepts the Unit "as is" and with all faults.** Owner makes no express warranties. Owner disclaims and Tenant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Tenant acknowledges that Owner's agents have no authority to make warranties, express or implied, about the Unit, the Facility, or any facilities referred to in this Rental Agreement. Tenant acknowledges that Owner provides no security or insurance for personal property and no promises or representations of safety or security have been made to Tenant by Owner or Owner's agents. Owner and Owner's Employees or agents shall not be liable in the event alarm, video system, elevator, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, including but not limited to warranties, guarantees or representations of the nature, condition, safety, or security of the Facility ARE EXCLUDED from this transaction and shall not apply to the Unit and the Facility referred to herein.
- 32. Pest Control:** Tenant is advised that Owner may use chemicals at the Facility, including in and around the Unit, for pest control. For this reason, no pets are allowed in the Unit or at the Facility. Tenant is solely responsible for safely arranging, setting, monitoring, and disposing of any pest control devices within the Unit. Tenant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellant/trap devices that Tenant deems necessary to protect personal property stored in Unit from loss or damage due to insect or rodent infestations. The only extermination provided by Owner is bait in units of buildings. Tenant is encouraged to use caution not to allow Tenant, Tenant's invitees or Tenant's animals to touch or eat the bait.
- 33. Permission to Communicate:** Tenant recognizes Owner and Tenant are entering into a business relationship at the Facility. Tenant hereby consents to Owner phoning, faxing, e-mailing, texting, and contacting Tenant via social media (including automated calls and texts) and that these conditions are related to the business relationship.
- 34. Electricity and Water:** Use of electricity and water at the Facility is strictly reserved for Owner at all times, unless authorized in writing by addendum.
- 35. Negative Credit Information:** Owner, or Owner's service provider acting on Owner's behalf, may report information about Tenant's account to credit bureaus. Late payment, missed payments, or other Defaults on Tenant's account may be reflected on Tenant's credit report.
- 36. Attorneys' Fees:** In the event the Owner retains the services of an attorney to recover any sums due under this Rental Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Tenant, the Tenant agrees to pay to the Owner the reasonable costs, expenses, and attorneys' fees incurred in any such action.
- 37. Release of Information:** Tenant hereby authorizes Owner to release any information regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.
- 38. Military Service:** If Tenant or Tenant's spouse is on active military duty status Tenant must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Tenant or Tenant's spouse is a Service Member, and is transferred or deployed overseas on active duty for a period of 180 days or more, Tenant must notify the Owner of the transfer or deployment. The Tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Tenant is entitled to protections under governing law staying the enforcement of the Owner's lien.
- 39. Financial Information:** Owner does not warrant or guarantee that any financial information (including, but not limited to, credit card and checking account information) will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.
- 40. Vehicles:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Unit allocated and referred to in this Rental Agreement by addendum. Only one vehicle may be stored in each marked Unit and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. **In the event that any motor vehicle remains stored in the Unit after termination of this Rental Agreement or upon Tenant's Default for sixty (60) days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense.** Owner shall incur no liability for causing the vehicle to be removed pursuant to this provision.
- 41. Electronic Signature:** Tenant agrees that any reference in this Rental Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Rental Agreement as if Tenant signed this Rental Agreement in writing. Tenant agrees that no certification authority or other third-party verification is necessary to validate Tenant's e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Tenant and Owner. Additionally, Tenant certifies that he/she is age 18 or above.
- 42. Flood (for Facilities located at 602 SW 33rd Avenue, Ocala, FL 34474 and 1630 NE 25th Avenue, Ocala, FL 34470):** Owner has been notified that the Facility sits within a 100 year flood plain. As such, Owner cannot control certain environmental conditions which may cause some or all of the Facility to flood. Tenant is advised to place personal property in the Unit on items which would avoid water exposure in the unlikely event of a flood at the Facility. Tenant understands that Tenant assumes all liability for any damage which may occur outside of the Owner's control including, but not exclusively, a flood at the Facility. Tenant will be responsible for preserving and protecting Tenant's personal property in the event of a flood at the Facility.

Tenant acknowledges that Tenant has read this Rental Agreement in its entirety (six [6] pages) and understands and agrees to be bound by all its terms and conditions.

****I HAVE READ AND AGREE TO ALL SIX (6) PAGES OF THIS RENTAL AGREEMENT.****

Tenant

Signature: _____

Date: _____

Owner

By Neighborhood Storage Center Co., a Florida corporation, as agent for Facility Owner

Signature: _____

Date: _____