



a dba for Cochran Transportation Consulting, LLC

1070 SR 206 East, St. Augustine, FL 32086 Tel: (904)-315-7979 info@matanzasboat.com

NAME _____ DATE _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ 2ND CONTACT NUMBER _____

LEASE BEGINS _____ MONTHLY PAYMENT _____

NEXT PAYMENT DUE _____ FORM OF PAYMENT _____

UNIT NUMBER _____ UNIT SIZE _____ GATE CODE _____

BOAT TRAILER RV OTHER _____

Boat # _____ Plate # _____

Tenant hereby rents from the Owners the space above, at Matanzas Boat and RV Storage of St. Augustine, FL 32086, under the following terms and conditions:

1. **Term:** The agreement shall commence on the date of this contract to the due date of the following month and shall continue from month to month thereafter until terminated as hereinafter set out.
2. **Rental:** Rental for the space is in the sum of \$ _____ per month, plus sales tax (payable monthly) on the due date of each month in advance to the Owners at its address hereinbefore set out. In addition to, but not in limitation of, all remedies available to Owners, under the laws of the FLORIDA SELF STORAGE FACILITY ACT 83.801 et seq gives the Owners a lien upon all personal property, whether or not owned by the Tenant, located at the self-storage facility for rent, labor or other charges. Upon the Tenant's failure to pay the rent by Midnight (12:00 p.m.) on the day rent is due, access to the property will be gained only by registration with the Manager located on site at 1070 SR 206 East, St. Augustine, FL 32086, during normal business hours (8:00 a.m. to 5:00 p.m.). The Owners shall have the right to deny access to storage space after the 5th day of the rental period if the rent has not been received. In the event the rent is not paid within six (6) days after the due date, Tenant agrees to pay \$6.00 as liquidated damages for said late payment as additional rent, \$6.00 late fees are assessed on the sixth (6th), fifteenth (15th) and thirtieth (30th) day rent is late. A fifty (\$50.00) lien fee is assessed on the forty-fifth (45th) day rent is late. It is further agreed that the Tenant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this contract, expenses incurred for the sale and/or disposition of the property, attorney's fee and court costs incurred by the Owners in the enforcement of this contract and any costs of repair. Tenant understands that all unit sizes are approximate and enters in this agreement without reliance on the

estimated size of the storage space. **Notice:** The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

3. **Occupancy and Compliance with the Law:** Tenant acknowledges that the space may be used for storage only and is not to be used for the conduct of business. Human or animal habitation is specifically prohibited. The space may not be used for temporary residential purposes, or for the operation of a business (other than for the storage of business related materials.) Owners shall have the right at any time to remove from the space and dispose of any materials which cause a violation of this paragraph to insure compliance with the provisions thereof. The storage of items including, but not limited to, cleaning fluids, organic chemicals of any kind are strictly prohibited. Tenant shall not store any items which shall be in violation of any order or requirement imposed by State of Florida, D.E.P., St. John's County Sheriff Department, Health Department or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon the space or in the facility during the terms of this Rental Agreement or any renewal or extension thereof. Owners exercise neither care control nor custody over Tenant's stored property.
4. **Condition and Alteration of Premises:** Tenant accepts premises as being in good order and condition and agrees to pay Owners promptly for any repairs of the premises caused by Tenants' negligence or misuse. Tenant shall make no alterations without the prior consent of the Owners. All costs necessary to restore the premises to its prior condition shall be borne by the Tenant.
5. **Termination:** This agreement may be terminated by either party hereto upon thirty (30) days notice to the other party. If the Tenant fails to pay any monthly rent within six (6) days after the due date, Owners reserve the right for automatic lockout of the facility and Owners shall have the right to deny access to the facility until payment for such month is rendered. All of the Owners' rights shall survive the termination of this agreement. Tenant shall vacate the premises in good and clean condition and deliver the premises to the Owners in the same condition as they were delivered to Tenant. Should Tenant leave trash or personal property on premises then said Tenant will be charged a \$35.00 clean-up fee. Tenant shall leave a forwarding address with the Owners. Upon vacancy, Tenant agrees to remove all personal property.
6. **Lien and Abandonment of Property:** In addition to any liens and remedies provided by law to secure and collect rent and cumulative therewith, Owners are hereby given a contractual landlord's lien upon all property, nor or at anytime hereafter, stored in or on the space or at the facility to secure the timely performance of this agreement by the Tenant and secure the payment of all rents, charges and costs incident to Tenant's default. Furthermore, Owners have a lien on all property in a self-service facility for the payment of rents or other charges that are due and unpaid by the Tenant: Pursuant to the Florida Self-Storage Facility Act 83.801 et seq., it is further agreed that the Tenant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Tenant's property as provided for above. Owners may use a collection agency thereafter to secure any remaining balance owed by Tenant after the application of sale proceeds, if any. Any property which shall remain in the Tenant's unit after the expiration or termination of this agreement shall be deemed to have been abandoned and either may be retained by the Owners as its' own property or sold. If such property or any part shall be sold, the Owners may receive and retain the proceeds of such sale and apply the cost of moving and storage, and any arrears of basic and additional charges and any damages which the Owners may be entitled to under this agreement or in accordance with the law. Upon enforcement of this lien, Owners liability for goods stored is limited to one dollar (\$1.00) per square foot of rented area. Tenant may request in writing at the time of this agreement to increase to the valuation for additional rates. Owners and Tenant agree that in the event a notice to terminate the rental agreement has been given by the Owners to Tenant and Tenant has not occupied the premises for the ten (10) days covered by the said notice of termination and has not paid any portion of the rent due for said period, then the premises shall be deemed abandoned by Tenant and Owners may re-enter and take immediate possession of said premises, consider the agreement terminated and relet said premises. *Explanation: Your goods will be sold if your rent is delinquent.*
7. **Attorney's Fees and Waiver of Jury Trial:** In the event any action be instituted or other proceedings taken to enforce a term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the space or facility for any default or breach of the Rental Agreement by Tenant,

Tenant agrees to and shall pay Owners' reasonable attorney's or paralegal's fees, costs and expenses in connection herewith. Owners and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint brought by either Owners against Tenant, or Tenant against Owners on any matter arising out of or in any way connected with this Rental Agreement, Tenant's use or occupancy of the storage space, or any claim of bodily injury or property damage or any remedy under any law, statute or regulation.

8. **Liability:** ***ALL PROPERTY STORED WITHIN OR ON THE SPACE BY TENANT OR LOCATED AT THE FACILITY SHALL BE AT TENANT'S SOLE RISK.*** Owners carry no insurance which covers any damage to, or loss of, any personal property by any cause whatsoever including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, mold, mildew, acts of God, or the active or passive acts of omissions or negligence of Owners or Owners' agents, that Tenant may have or claim by renting the storage space or being on or about the facility and, therefore, Tenant must obtain any insurance desired at Tenant's own expense. Owners shall not be liable to Tenant or Tenant's invitees, family and employees for injury or death as a result of Tenant's use of their storage space or the premises, even if such injury is caused by the active or passive acts, omissions or negligence of Owners, Owners' agents or employees. Tenant hereby agrees to indemnify and hold harmless the Owners from and against any and all manner of claims for damages to or loss of property or personal injury and cost including attorney's fees arising from Tenant's use of the space or the facility, or from any activity, work or thing done, permitted or suffered by Tenant in or on the space or about the facility. Nothing in this paragraph is intended to limit or waive Owners' rights under the Florida Self Storage Facility Act 83.801 et seq. **Owners carry no insurance which in anyway covers loss whatsoever incurred by the Tenant.** By placing his/her initials here _____, Tenant acknowledges that he/she has read and understands the provisions of this Paragraph 8 and agrees and will comply with the requirements.
9. **Assignment of Subletting:** Tenant shall not sublet or assign all or any portion of the premises or Tenant's interest therein without prior consent of the Owners.
10. **Rules:** Tenant agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect in the future. There is no smoking permitted anywhere on the premises. Tenant agrees to take all personal property and trash that is brought on the premises and agrees to keep premises in a clean condition.
11. **Change of Address:** Tenant must supply any change of address or change of telephone number to the Owners within one (1) week of said change.
12. **Returned Checks:** Tenant will be charged thirty-five (\$35.00) dollars for any check returned by the issuing financial institution.

MATANZAS BOAT & RV STORAGE

BY: _____ DATE: _____
Matanzas Boat & RV Storage

BY: _____ DATE _____