

**This document has important legal consequences
and independent consultation with an attorney is advised and encouraged.**

RENTAL AGREEMENT
Shady Oak Storage
1765 Tionia Rd, New Smyrna Beach,
Volusia County, FL 32168
952~380~7453, ShadyOakStorage.com
Info@ShadyOakStorage.com



**Occupant
Information:**

Name: _____
Address: _____
Phone: _____
Email: _____

Other Info:

Driver's License # _____ State _____

**Emergency
Contact:**

Military: Please state whether you or your spouse is 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. Yes _____ No _____. If so, state Branch/Base _____

Space, Date, and Due Date:

Space #: _____ Rental Agreement Date: _____ Rent Monthly Due Date: _____ GATE ACCESS CODE: _____

Rent and Deposit:	Monthly Rent:	\$ _____	Fees:	Late Fee:	\$ _____
	Other Rent (Pro-rate):	\$ _____		2 nd Late Fee:	\$ _____
	Florida Sales Tax:	\$ _____		Returned Check Charge:	\$ _____
	Clean Up Deposit:	\$ _____		Sale Fee:	\$ _____
	New Account Admin Fee:	\$ _____		Lock Cut Fee:	\$ _____
	Total Amount Received	\$ _____		Invoice Fee:	\$ _____

Rent Paid To Date: _____ Next Rent Payment Due: _____

DESCRIPTION OF INSURED VEHICLE TO BE STORED: Must include VIN, Registration Number, Year, Make, Model, and Insurance Information: _____

COPIES OF PROOF OF OWNERSHIP MAY BE REQUIRED TO BE GIVEN TO OWNER AT ANY TIME UPON REQUEST

LIENHOLDERS: Occupant attests that the personal property in his space(s) is free and clear of all liens and secured interests except

Property	Lien Holder	Address/Phone # of Creditor	Amount of Lien
_____	_____	_____	_____
_____	_____	_____	_____

This Rental Agreement ("Agreement") is entered into between SHADY OAKS STORAGE LLC ("OWNER") and _____ "OCCUPANT." In consideration of all the terms and conditions herein, OWNER does hereby lease to OCCUPANT the above-described storage space (hereinafter "SPACE" or "PREMISES"). OWNER agrees to lease the above-referenced SPACE to OCCUPANT for a term of _____ months beginning _____. Should OCCUPANT hold over and retain possession of said SPACE after the expiration of this Agreement, its occupancy of said

Initials _____ 1

SPACE shall be as an OCCUPANT from month to month with OWNER's consent, at the prevailing rental rate. All terms and conditions of this Agreement shall continue in full force and effect so long as OCCUPANT retains possession of said SPACE.

[Paragraph Numbers 1 through 34 appear on the following pages and are a part of this Agreement.]

Notice to Occupant: Do not sign this Agreement before you read it and fully understand the covenants contained herein. By signing this Agreement, you acknowledge that you have read, understand and accept all terms and conditions expressed herein.

OWNER:

OCCUPANT:

By: _____
Facility Manager

By: _____
Print Name

Signature

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TERMS AND CONDITIONS

1. PAYMENT OF RENT: OCCUPANT must pay rent on or before the Due Date without OWNER having to ask. OCCUPANT must rent the SPACE for at least one month. The OWNER acknowledges receipt of the sum set forth on the Info Sheet showing payment through the "Rent Paid To Date". If OCCUPANT uses a check to pay rent, OCCUPANT shall make rent payable to "Shady Oak Storage". OCCUPANT agrees to write the SPACE number on all rent checks.

2. WHERE TO PAY/SEND RENT. OCCUPANT must deliver or mail each rent payment to OWNER's office. OWNER accepts checks, money orders and credit cards. Cash is accepted for walk in payments only during business hours. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX. OCCUPANT's failure to pay rent on the Due Date is a default under this Agreement.

3. PAYMENT IN FULL. OCCUPANT must pay rent in full. OCCUPANT must pay the first month's rent and the New Account Administration Fee when OCCUPANT signs this Agreement.

4. PARTIAL PAYMENTS. The OCCUPANT agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of OCCUPANT's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to OCCUPANT. Only full payment on the OCCUPANT's account prior to the published auction date will stop a scheduled sale of the property.

5. DENIAL OF ACCESS TO SPACE. If rent is not paid within five (5) days of the monthly due date, OWNER may, without notice, deny the OCCUPANT access to the property located in the self storage facility. Access will be denied to any party other than the OCCUPANT who does not retain gate code and key to lock on SPACE or has not supplied OWNER with written authorization from the OCCUPANT to enter the SPACE. Otherwise, only a court order will be sufficient to permit access by others. OCCUPANT's access to the facility may also be conditioned in any manner deemed reasonably necessary by OWNER to maintain order on the PREMISES. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of OCCUPANT's identity and inspecting vehicles that enter the PREMISES. Additionally, if OCCUPANT is renting more than one SPACE at any given time, default on one rented SPACE shall constitute default on all rented SPACES, entitling OWNER to deny access to OCCUPANT to all rented SPACES.

6. FEES. Concurrently with the execution of this Rental Agreement, OCCUPANT shall pay to OWNER a **New Account Administration Fee** in the amount as set forth on the Info Sheet. OCCUPANT shall be subject to these additional fees:

a. Late Fee: OCCUPANT agrees to pay OWNER a late charge as stated on the Info Sheet if rent is not paid on or before the 5th day after the Due Date and an additional late charge as shown on the Info Sheet if rent is not paid on or before the 15th day after the Due Date. Each late charge is additional rent. The parties agree that these late charges represent a fair and reasonable estimate of the costs the OWNER will incur by reason of late payment by OCCUPANT.

b. Invoice Fee: A bill for the monthly rent will not be sent to you by mail. However, OCCUPANT may elect to pay an additional fee listed in the attached as an **Invoice Fee** to receive a monthly bill.

c. NSF Fee: If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified in the attached as an **NSF Fee**.

d. Sale Fee: If OCCUPANT's property is processed for sale at public auction, OCCUPANT shall be responsible for a minimum public auction processing fee shown in the attached as a **Sale Fee**.

e. Lock Cut Fee: If OCCUPANT's lock must be cut, OCCUPANT shall be responsible for **Lock Cut Fee** identified in the attached.

f. Other Fees: Other fees charged to OCCUPANT may be contained in Addendums to this Agreement.

All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by OWNER in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by OCCUPANT to OWNER as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement.

7. OWNER'S RIGHT TO ENTER SPACE. In cases where the OWNER considers it necessary to enter the SPACE for purposes of examining the SPACE for violations of this Agreement or conditions in the SPACE, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the OCCUPANT agrees that the OWNER, or the OWNER's representative, shall have the right without notice to enter into the SPACE and to remove contents to another space, and continue to store such contents at the sole cost and expense of the OCCUPANT.

8. USE OF SPACE; COMPLIANCE WITH LAW. OCCUPANT agrees to use the SPACE only for storing Motor Vehicles and Boats which shall include every vehicle which is self-propelled, and shall include but not be limited to the following: motor homes, trailers, campers, etc. A Boat shall be defined to include all types of water craft and shall include but not be limited to the following: power boats, sail boats, jet skis, etc.

9. RETURNED CHECKS. Once OWNER receives two returned checks from OCCUPANT, OCCUPANT agrees to make all future payments: (a) in cash; (b) by money order; (c) by certified check; or (d) by credit card. OCCUPANT agrees to pay OWNER the required NSF Fee for each returned check.

10. CONDITION AND ALTERATION OF SPACE. OCCUPANT assumes responsibility for having examined the SPACE and hereby accepts it as being in good order and condition. OCCUPANT understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the SPACE. Should OCCUPANT damage or depreciate the SPACE, or make alterations or improvements without the prior consent of the OWNER, or require the OWNER to incur costs to clean the SPACE upon

termination, then all costs necessary to restore the SPACE to its prior condition shall be borne by OCCUPANT. OWNER has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle OWNER to deny OCCUPANT access to the SPACE.

11. LIMITATION OF VALUE OF STORED PROPERTY. The OCCUPANT agrees that in no event shall the total value of all property stored be deemed to exceed the total value of annual rent actually paid to OWNER. The OCCUPANT agrees that the maximum value for any claim or suit by the OCCUPANT including but not limited to any suit which alleges wrongful or improper sale of stored contents is deemed to be no more than the total value of annual rent actually paid to OWNER. Nothing in this section shall be deemed to create any liability on the part of the OWNER to the OCCUPANT for any loss or damages to the OCCUPANT's property regardless of cause.

12. ENDING THIS LEASE. This Agreement shall continue from month to month unless the OCCUPANT or OWNER delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. OWNER may immediately terminate OCCUPANT's lease if OCCUPANT is in breach of the Agreement. Upon termination of this Agreement, the OCCUPANT shall remove all personal property from the SPACE (unless such property is subject to the OWNER's lien rights as referenced herein), and shall deliver possession of the SPACE to the OWNER on the day of termination. If the OCCUPANT fails to fully remove its property from the SPACE within the time required, the OWNER, at its option, may without further notice or demand, either directly or through legal process, reenter the OCCUPANT's SPACE and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the SPACE or on the PREMISES after vacating will be deemed to be of no value to the OCCUPANT and will be discarded by the OWNER at the expense of the OCCUPANT.

13. ABANDONMENT: This Agreement shall automatically terminate if the OCCUPANT abandons the SPACE. The OCCUPANT shall be deemed to have abandoned the SPACE if the OCCUPANT has removed the contents of the SPACE and/or has removed the OCCUPANT's locking device from the SPACE or **is not current** in all obligations hereunder. Abandonment shall allow the OWNER to remove all contents of the SPACE for disposal. OCCUPANT hereby waives and releases any claims or actions against OWNER for disposal of personal property resulting from OCCUPANT's abandonment. Rent prepaid for any period in which the OCCUPANT moves out early shall not be refunded.

14. OWNER RESPONSIBILITY TO OCCUPANT. **THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.** The OCCUPANT must take whatever steps he deems necessary to safeguard such property. The OWNER and the OWNER's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the SPACE or on the PREMISES resulting from or arising out of the OCCUPANT's use of the SPACE or the PREMISES from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the OWNER, the OWNER's agents or employees. It is agreed by the OCCUPANT that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the OWNER would not have entered into this Agreement.

15. OCCUPANT INSURANCE FOR STORED PROPERTY. **THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** The OCCUPANT, at the OCCUPANT's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the OCCUPANT's property is a material condition of this Agreement. OCCUPANT shall make no claim whatsoever against the OWNER's insurance in the event of any loss. The OCCUPANT agrees that its insurer may not subrogate against the OWNER in the event of loss or damage of any kind or from any cause.

16. CHANGES TO AGREEMENT. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the OWNER upon thirty (30) days prior written notice to the OCCUPANT. If changed the OCCUPANT may terminate this Agreement on the effective date of such change by giving the OWNER ten (10) days prior written notice of termination after receiving notice of the change. If the OCCUPANT does not give such notice of termination, the change shall become effective on the date stated in the OWNER's notice and shall thereafter apply to the occupancy hereunder.

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

18. INDEMNIFICATION OF OWNER: OCCUPANT will indemnify and hold the OWNER harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from OCCUPANT's lease

of the SPACE on the facility or from any activity, work or thing done, permitted or suffered by OCCUPANT in or on the SPACE or about the facility. In the event that the SPACE is damaged or destroyed by fire or other casualty, OWNER shall have the right to remove the contents of the SPACE and store it at the OCCUPANT's sole cost and expenses without liability for any loss or damage whatsoever, and OCCUPANT shall indemnify and hold OWNER harmless from and against any loss, cost or expense of OWNER in connection with such removal and storage. Should any of OWNER's employees perform any services for OCCUPANT at OCCUPANT's request, such employee shall be deemed to be the agent of the OCCUPANT regardless of whether payment for such services is made or not, and OCCUPANT agrees to indemnify and hold OWNER harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of OWNER. Notwithstanding that OWNER shall not be liable for such occurrences; OCCUPANT agrees to notify OWNER immediately upon the occurrence of any injury, damage, or loss suffered by OCCUPANT or other person in any of such circumstances.

19. OCCUPANT'S LIABILITY. In the event of a termination of the OCCUPANT's interest in the SPACE, it is understood and agreed that the liability of the OCCUPANT for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The OWNER may use a collection agency or other legal remedies thereafter to secure any remaining balance owed by the OCCUPANT. OWNER may dispose of any abandoned property of OCCUPANT in any manner considered appropriate by the OWNER.

20. ASSIGNMENT AND SUBLETTING. The OCCUPANT shall not assign this Agreement or sublet the SPACE.

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

22. ATTORNEYS' FEES. In the event the OWNER retains the services of an attorney to recover any sums due under this 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 OCCUPANT, the OCCUPANT agrees to pay to the OWNER the reasonable costs, expenses, and attorney's fees incurred in any such action.

23. SUCCESSORS IN INTEREST. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

24. GOVERNING LAW. This Agreement and any actions between the parties shall be governed by the laws of the State of Florida.

25. WAIVER OF JURY TRIAL. The OWNER and the OCCUPANT hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the OWNER against the OCCUPANT or the OCCUPANT against the OWNER arising out of or in any way connected with this Rental Agreement, the OCCUPANT's use or occupancy of the SPACE and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

26. 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 (except for written addendums agreed to between the parties). The agents and employees of the OWNER are not authorized or permitted to make any warranties about the SPACE, the PREMISES, or any facilities referred to in this Agreement. The OWNER's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the OCCUPANT. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to OCCUPANT by OWNER or OWNER's agents. There shall be no liability to OWNER, OWNER's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.**

27. RULES. The OCCUPANT agrees to be bound by any Rules and Regulations for the facility as may be posted by the OWNER from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

28. NOTICES FROM OWNER. All notices required by this Agreement shall be sent by first class mail postage prepaid to OCCUPANT's last known address or to the electronic mail address provided by the OCCUPANT in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

29. NOTICES FROM OCCUPANT. OCCUPANT represents and warrants that the information OCCUPANT has supplied in the Agreement is true, accurate and correct and OCCUPANT understands that OWNER is relying on OCCUPANT's representations. OCCUPANT agrees to give prompt written notice to OWNER of any change in OCCUPANT's address, any change in the liens and secured interest on OCCUPANT's property in the SPACE and any removal or addition of property to or out of the SPACE. OCCUPANT understands he must personally deliver such notice to OWNER or mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement. Manager does not recognize or acknowledge address changes which are not delivered to Manager in writing and signed by OCCUPANT.

30. PERSONAL INJURY. OWNER and OWNER's agents and employees shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT's invitees, family, employees, agents or servants for any personal injury or death arising from OCCUPANT's use of the SPACE or PREMISES from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the OWNER, OWNER's agents, or employees.

31. RELEASE OF INFORMATION. OCCUPANT hereby authorizes OWNER to release any information regarding OCCUPANT and OCCUPANT's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

32. MILITARY SERVICE. If you are in the military service you must provide written notice to the OWNER. The OWNER will rely on this information to determine the applicability of the Service members Civil Relief Act.

33. FINANCIAL INFORMATION. OWNER does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. OCCUPANT waives and releases any and all claims or actions against OWNER for damages arising from the use of said information by others.

34. PERMISSION TO CALL, FAX, E-MAIL OR TEXT. OCCUPANT recognizes that OWNER and OCCUPANT are entering to a business relationship as OWNER and OCCUPANT. As such, to the extent any Federal or State law prohibits OWNER from contacting OCCUPANT by phone, fax, e-mail or text, **OCCUPANT hereby consents to OWNER phoning, faxing, e-mailing and texting OCCUPANT with marketing and/or other business-related communications.**