



# Chappell RV & Boat Storage

6895 County Road 16A

St. Augustine, FL 32092

(904) 664-3553

rent@chappellrvboatstorage.com

## STORAGE SPACE RENTAL AGREEMENT

Customer Name :

Customer Driver's License # :

Customer Address :

Cell:

E-mail:

By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail.

**MILITARY/FIRST RESPONDERS:** Please state whether you or your spouse is a member of the "uniformed services" of the United States, Florida or local municipality, meaning a member of the armed forces, EMT, Police, Fire & Rescue.

Yes \_\_\_\_\_ NO \_\_\_\_\_. If **YES**, please provide identification supporting your status to this application.

### **EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email \_\_\_\_\_

### **DESCRIPTION OF STORED VEHICLE/VIN#/LICENSE #:**

\_\_\_\_\_

**LIENHOLDERS:** Occupant represents that he/she owns or has legal possession of the personal property in his/her space(s). Occupant attests that all the personal property in his/her space is free and clear of all liens and secured interests EXCEPT for the items listed below:

Property Description : \_\_\_\_\_

Lien Holder/ Secured Creditor : \_\_\_\_\_

Address of Creditor : \_\_\_\_\_

Amount of Lien- Secured Interest : \_\_\_\_\_

### **CONTRACT DETAIL:**

Space # \_\_\_\_\_

Monthly Rent Amount: \_\_\_\_\_

Gate Access Code: \_\_\_\_\_

Move In Date: \_\_\_\_\_

Schedule of other fees:

New Account Administration Fee: **\$25.00** (one-time fee)

**First Late Fee: \$50.00 & Gate Lockout**  
**Second Late Fee: \$150 & Gate Lockout**  
**Monthly Due Day : 1<sup>st</sup>**  
**NSF Fee: \$75.00**  
**Auction Fee: \$500.00**  
**Clean-Up Fee: \$250.00**  
**Mailed Invoice Fee:\$4.95 per invoice**

**ALL PROPERTY STORED UNDER A RENTAL AGREEMENT MAY BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS SIXTY-DAY PERIOD WHEN DUE.**

This Rental Agreement, (hereinafter called "Agreement"), is made and entered into this date as set forth above, between the self-service storage facility identified above as agent for Owner (hereinafter called "Owner") and the Occupant, whose last known address is provided. Owner agrees to let Occupant utilize and occupy the space as listed above in the self-service storage facility, situated in the city and county listed above in Florida, hereinafter referred to as "Space". Beginning on the Rental Agreement date listed above and continuing month to month until terminated, said space shall be occupied and used for the purposes described herein.

**1. RENT:** "Space", as used in this agreement, will be that part of the storage facility described above. The Occupant agrees to pay the Owner for the use of the space, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance online on or before the rental due date and for each month thereafter, until the termination of this agreement.

If any monthly installment is not paid by **TWO** days from the due date, or if any payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the facility. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the auction and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. Customers account must be in good standing to receive any promotions or discounts.

**2. DENIAL OF ACCESS:** If rent is not paid within **TWO** days of the monthly due date, Owner may without notice deny the Occupant access to the property located in the storage facility. Access will be denied to any party other than the tenant unless said party retains gate code or has supplied Owner with written authorization from the tenant to enter the Space. 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.

**3. FEES:** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable NEW ACCOUNT ADMINISTRATION FEE in the amount as set forth above. A bill for the monthly rent will not be sent unless requested. However, Occupant may elect to pay an additional fee as an INVOICE FEE, set forth by Owner. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after **TWO** DAYS from the rental due date, Occupant shall pay to Owner a LATE FEE for each month rent is past due. Late fees are assessed at the full and sole discretion of the Owner. Said late charges are due and payable without demand from Owner. 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. If any payment is dishonored for any reason, said late charges shall be due and payable in addition to a return payment charge identified above as an NSF FEE. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as AUCTION FEE.

**4. USE AND COMPLIANCE WITH LAW:** (a) The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the space or facility. Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of the Agreement. The

occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. Occupant agrees not to conduct any business out of space, and further agrees that the space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the space. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility charge set forth by Owner. Unless given written permission by owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate Termination of this agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, safe and defend such persons from any loss resulting from the violation of this provision.

**5. ABANDONMENT:** This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has not removed the vehicle from the Space and IS NOT current in all obligations. Any property left in the Space may be disposed of or auctioned by the Owner after 60 days. In the event that any motor vehicle remains stored in the Space after termination of the Rental Agreement or upon Occupant's default, 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. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph. Rent paid for month in which Occupant moves out early shall not be refunded. **THERE ARE NO RENT REFUNDS UNDER ANY CIRCUMSTANCES.**

**6. TERMINATION:** This agreement shall continue from month to month unless Occupant or Owner delivers to the other party a ten-day advanced written notice of its intentions to terminate the Agreement. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may, without further notice or demand, will seek all available legal actions including towing, liens, and auction of vehicle. No refunds are allowed for partial- month occupancies. Occupant shall be charged a CLEAN UP FEE, identified above, if Owner is required to remove any debris from the rented Space after Occupant vacates the Space. **THERE ARE NO RENT REFUNDS UNDER ANY CIRCUMSTANCES.**

**7. OCCUPANT'S RISK OF LOSS:** THE OWNER IS NOT 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 TENANT'S STORED PROPERTY. All property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. Occupant shall assume full responsibility for who has access to the space. Owner and Owner's employees and agents shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Owner does not promise safety or security of persons or property on the premises.

**8. INDEMNIFICATION OF OWNER:** Occupant will indemnify and hold the Owner harmless from and against 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 expense 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.

**9. OWNER'S LIEN RIGHTS :** Owner's lien arises from the "Self-Service 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 off the personal property stored in this space. This lien covers any personal property which occupant stores in the space, even if it is owned by someone else.

**10. OCCUPANT'S LIABILITY:** In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner.

**11. ASSIGNMENT AND SUBLETTING:** Occupant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.

**12. WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect.

**13. ATTORNEY'S FEES:** In the event Owner obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any Covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

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

**15. GOVERNING LAW:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Florida.

**16. RULES:** Owner shall have the right to establish or change the hours of operation for the Facility and to circulate Rules and Regulations for the safety, care and cleanliness of the Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time.

**17. Notices from Owner:** All legal notices from Owner 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 Rental 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.

**18. Notices from Occupant:** Occupant represents and warrants that the information Occupant has supplied in this Rental Agreement is true, accurate and correct and Occupant understands that Owner are 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 within ten (10) days of the change. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.

**19. CHANGES:** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change, If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

**20. MILITARY SERVICE:** To comply with SERVICE MEMBERS CIVIL RELIEF ACT, it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.

**21. INSURANCE OBLIGATION: 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.** Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of stored property. Insurance on the Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. Occupant shall provide evidence of the required insurance coverage in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Owner shall keep a copy of the Insurance Policy at all times, and Occupant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this rental agreement.

**NOTICE TO OCCUPANT:** DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL PAGES (This is a multi-page document), AND FULLY UNDERSTAND THE CONTENTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS MULTI-PAGE AGREEMENT.

Owner: \_\_\_\_\_ / /  
Facility Manager

Occupant: \_\_\_\_\_ / /  
(signature)

\_\_\_\_\_

(Print Name)