

YOUR SPACE # _____

Diplomat RV & Boat Storage, LLC

March 13, 2024

2900 Diplomat Pkwy. E, Cape Coral, FL 33909

Agents Initials: _____

Office: 239-458-2200 After Hours: 239-560-4002 Rent: \$ _____; Extra Charges: \$ _____

Office Hours: 9-5 M-F, 10-1 Saturdays

Rent to begin on ____ - ____ -20 ____

Gate Hours: 6 a.m. to 10 p.m. Daily

Item Length: ____ Ft. (rounded up)

Email: rent@diplomatrboat.com

Type of Item Stored: _____

Tenant Completes ITEMS in BLUE FONT on Pages 1-2 Then Sign Pages 1, 2 & 6

Returning Tenant? ☐ Yes Stored Item Lic.Tag # _____ Today's Date: ____ - ____ -202__ Planned Move in Date: ____ - ____ -202__

Tag # of Vehicle Normally Driven to Facility: _____ Credit Card Address: _____

Tenant #1 First: _____ M.I.: _____ Last: _____ Tenant #2 First: _____ Last: _____

Company Name: _____ Tenant 1 Cell: ____ - ____ - ____ Tenant 2 Cell: ____ - ____ - ____

Tenant #1 Email (use only capital letters): _____ @ _____ (optional) Home Phone: ____ - ____ - ____

Tenant #1 or Tenant #2 have a CRIMINAL RECORD? (☐) YES (☐) NO Do you want Electric Outlet Rights? (☐) YES

Sign: _____ I authorize Diplomat RV Boat Storage to autopay from my credit card the monthly rent, charges & fees due including the payment of any charges, including cleaning charges, or penalties I incur at any time during lease period.

Optional: the following is for Authorized Agent (i.e. child or friend)....**Only 1 agent allowed, Do Not List Tenant 1 or 2**

Name: _____ Relation to Tenant: _____ Cell: ____ - ____ - ____ (☐) Not A Cell

Does Authorized Agent have a criminal record? (☐) YES (☐) NO

Payments by cash or check are NOT ACCEPTED. Payments by Credit or Debit Card only are accepted. Tenant agrees to monitor Diplomat account obligations and take necessary action to ensure that the monthly payment amount required to pay invoice is made by card on file. Repeated failure to pay rent timely, meaning 1 or more times in past 6 months, subjects Lease to termination at Owner's option.

Are you a current member of the uniformed services (armed services)? Yes No (if yes, attached copy of ID card)

Stored Item Information: **Circle one:** Covered space or Uncovered space (NO RIGHTS TO WASHBAY) or Garage OR.....Self-Storage Locker (NO RIGHTS TO WASHBAY): **Circle one:** 5'W x 5'D x 10'H Air Conditioned OR 10'W x 5'D x 8'H Air Conditioned or 3'W x 4'D x 8'H or Non-Air-Conditioned Self-Storage 5'W x 4'D x 10'H

What is being stored (circle one): motorhome RV trailer 5th wheel boat & trailer empty boat trailer car commercial truck Utility trailer OR Other: _____ License Tag State: _____ Trailers Must Have Wheel

Chocks in place on 2 wheels (4 chocks) AND a sq. piece of wood under jack....wood is free from DRVBS

How long is stored item including, i.e., Trailer tongue, outboard motor, ladder, etc.: ____ Feet & ____ Inches?

Stored Item length will be measured at move in. Please provide accurate length. NOTE: 5' Safety Space Is Added to Stored Item Length. i.e., a 24' 2" (rounded up to 25 ft.) Motorhome + 5 feet pays for a 30' space. Tenant represents that Tenant owns or has legal possession of Stored Item (☐) YES (☐) NO

The following described vehicle will normally be driven to facility (not stored) by Tenant: Make,; _____; Color: _____

Provide a copy of insurance coverage on this vehicle.

Vehicle Registration is NOT required.

Please read the following carefully (important issues) Sign at end on P. 2:

No tailgating through gate lift arm: Eviction & \$100.00 fine FIRST OFFENSE. Each vehicle passing through lift arm requires FOB activation and lift arm must be allowed to lower all the way after each vehicle passes.

A Tenant who knocks lift arm off is charged for repairs & must call office number & leave message to report damage. Not leaving message or reporting to staff subjects' tenant to eviction & a \$80.00 fine at Owner's option. **Continue next page**

If Tenant parks in space not assigned to tenant: \$100.00 fine FIRST VIOLATION. This causes BIG problems for others!

If using 30 AMP Electrical Outlet at rental space DO NOT USE SURGE SUPPRESSOR. There is a built-in suppressor in the panel supplying power to 30 AMP outlets. Using individual suppressor will crash the system.

If Tenant opens gate for person not escorted by tenant.....tenant EVICTED & \$100.00 FINE at owner's option.

The rent is due on the first day of each month. If rent is unpaid by the 5th day of month Tenant's FOB is deactivated on the 6th and tenant is not allowed to access facility except to pay rent at office. A late fee of 20% of the rent is incurred.

If rent is more than 10 days past due: Rental agreement will be terminated at option of owner, by email notice. You will be given until the 15^h of the month to vacate your space and remove your stored item.

If rent is more than 15 days past due: Your stored item will be ordered towed by Cape Coral Towing & Recovery. This could occur as early as the 15th of the month. Cape Coral Towing's min. towing charge is \$199.00 and daily storage fees are far higher than what Diplomat charges.

Storage space positioning rules: On all interior (non-perimeter facility spaces) Tenants are to maintain an empty safety space behind stored item. The front of stored item is to be positioned 1 foot behind the space front yellow line. Example, a 30-foot motorhome is typically given a minimum 35-foot space which allows for 1 foot from front line and 4 feet from rear line.

MOVE OUT MONTH CONDITIONALLY PRORATED: Unlike our competitors we pro rate rent in the move out month. A prorated rent charge during the first 15 days of the month is allowed. I.e., move out the 6th pay only 6 days rent. Tenant must send a move out notice by email or inform office staff on the day tenant vacates space...NOT BEFORE. The tenant is to return at least 1 access FOB to the Owner. If at least 1 FOB is not returned by move out day \$9.00 will be charged. Pro ration is only allowed for tenancy of 30 days or longer. There is no proration of self-storage spaces.

Annual Rate Increase, if declared: is effective Oct. 1st each year. It is only declared once per year. No midyear increases.

Tenant # 1 Signature: _____ **Date** ____ - ____ -202____

By signature above Tenant accepts & agrees to all terms within this rental agreement

THIS RENTAL AGREEMENT (this "Agreement") is entered between DIPLOMAT RV & BOAT STORAGE, LLC ("Owner") and "Tenant" listed above. In consideration of the terms and conditions herein, Owner does hereby lease to Tenant the above-identified Storage Space(s) (whether one or more, hereinafter referred to as the "Space") located within the Diplomat RV & Boat Storage facility (the "Facility"). 6 Pages constitute this rental agreement.

1. **TERM:** Term of this Agreement shall commence at the latest date both Tenant & Owner sign agreement and shall continue a month-to-month tenancy until terminated. All terms & conditions of this Agreement shall continue in full force and effect so long as Tenant retains possession of the Space. Commencement date is the date both Tenant & Owner agree the date rent begins accruing & owed; may be earlier date than date stored item moved in.
2. **RENT:** For the use of the Space, Tenant agrees to pay Owner the Monthly Rent, plus rental tax, as listed above (the "Rent"). Rent is due and payable in advance in monthly installments, without demand or offset, at the Owner's office located at the Facility on the first day of each month (the "Due Date") until the termination of this Agreement. **Payment is only by credit or debit card. Monthly payment is automatically made on 1st day of each month & will continue to be charged until Tenant notifies Owner by email on the day vacating, or after the day vacating, of Tenants actual vacation of the rental space. If Tenant is vacating during the first 15 days of the month Owner (UNLIKE MOST OF DRVBS COMPETITORS) will pro-rate the balance of the move out month. In example, if Tenant emails notice stating Tenant vacated space on the 14th day of the month and actually vacated Owner shall charge only for 14 days rent. Tenant must receive: (1) an email reply from Owner stating Owner has received notice and that Owner shall terminate agreement OR... (2) receive email notice from SpaceControl accounting software stating that Tenant has been moved to "Past Customer" status.** Tenants are not invoiced each month. Payment receipt will be provided by email automatically sent by accounting software each month. Upon the execution of this Agreement, Tenant shall pay to Owner an amount equal to (i) the prorated Rent for the first partial month from the Commencement date to the Due Date and (ii), at Owner's option, the amount of the first full month of Rent after the initial month (or partial month) , (collectively, the "Prepaid Rent"). The owner will charge an additional full month if move in is after the 14th of a month. The Prepaid Rent shall be nonrefundable upon any default under this Agreement but shall otherwise be credited against the first partial month's Rent, if applicable, and the first full month's Rent after move-in month. Owner shall not owe Tenant any interest on the Prepaid Rent. Owner shall not be required to keep any Prepaid Rent or other funds paid in advance pursuant to the terms of this Agreement in a segregated account, and all such funds may be commingled with other funds of Owner. Any decrease in rental amount due to space transfer shall become effective on the day after the transfer date. By mutual agreement rent can be due, owed and charged prior to actual move in date.
3. **ADDITIONAL CHARGES/SERVICES:** Additional services & merchandise may be provided by Owner to Tenant upon Tenant or Tenant's Authorized Agent request, such as, charges for cleaning, electric outlet service, RV or boat merchandise, and gate remotes, the cost of which shall be subject to uniformly applied rates, as may be adjusted by Owner from time-to-time. Any and all charges for additional services or merchandise shall be deemed additional rent and be payable by Tenant to Owner in the same manner as the Rent. All such charges shall be further secured by the Owner's lien as provided below. Any increase in monthly reoccurring charges made by Owner, without prior notice, shall be valid and owing unless & until Tenant notifies by email Owner to stop providing reoccurring service(s). Upon notice Owner will stop services and no longer charge the monthly reoccurring fee.
- 3a. **CHARGES FOR ELECTRICITY FROM 30 AMP OUTLET:** All covered & garage spaces offer a 30 AMP outlet for Tenant's use. If Tenant elects to use this outlet, the Tenant consents to and agrees to pay an access fee plus an additional monthly fee for an allowance of Kilo Watt Hours (KWH). KWH allowance pricing is in 100 KWH per month categories. Rates subject to change without notice. Current Allowance for 100 KWH is \$32.00 (\$18 for access rights plus \$14.00 for up to 100 KWH consumed = \$32.00 monthly rate). Higher levels of consumption are: 200 KWH, 300 KWH, 400 KWH, 500 KWH, 600 KWH. At move in owner will estimate consumption rate. After each month meters will be read and if tenant exceeds estimated usage rate level shall be

Adjusted up (or down if less consumption is noted). Each category increase of 100 KWH per month adds an additional \$14.00 monthly (current rate) to total rate. This rate is subject to change monthly without notice if the cost of electricity to the owner dramatically changes up or down. If a low demand tenant, i.e., a battery charger charging boat battery only, a 13.00 per month flat access fee shall be charged. Battery chargers are to be plugged into a 15 AMP adapter plug by use of extension cord. For RV tenants the 30 AMP outlet provides only enough power for 1 RV A/C unit, refrigerator & battery charging. To request outlet rights after move in date Tenant MUST send email or telephone request to Owner requesting electric outlet service. In the event of a prolong power outage, i.e. a hurricane, beyond Owner's control there shall be no limit or suspension of the monthly access fee.

3b. ASPHALT PLUS TENANTS: These Tenants pay an additional \$13.00 per month fee and have rights to use the pressure cleaning machine in the wash bay. Uncovered space Tenants do not have this right. Rate subject to change upon notice posted in office. Individual notice is not made.

3c. Notice to Owner by Tenant re: Vacating Rental Space: Tenant notice to Owner of actual vacation of space must be sent on the day tenant vacates or after that day by EMAIL or by advising office staff in person. **Notices that Tenant is planning to vacate in the future ARE NOT VALID.**

3d. TRAILERS MUST HAVE APPROVED WHEEL STOPS in place on at least two (2) wheels (meaning chocks on each trailer side preventing forward or backward movement) and have 1.5" thick piece of wood or larger under trailer jack. **Wood for jack is offered FREE by Diplomat RV&BS.**

3e. Repairs or Maintenance: No repairs in or waxing, washing or exterior maintenance of stored items is allowed in rental spaces. Repairs or maintenance (i.e., oil changes, installation of exterior components, installing new ladder) must be done elsewhere outside the facility. Cleaning & Waxing allowed at washbay area. Rule violation is a \$50.00 fine levied on the first violation. Upon 2nd violation Tenant may be evicted at the option of the Owner. Any damage to or dirt or debris cast on adjoining tenant's property shall be additional fine based on cost to cure problem. i.e., soap splashed on nearby Motorhome. **RV detailers or wash & wax contractors are allowed to use our Washbay and OPERATE WITHIN DRVBS facility upon presentation of insurance to office staff and approval of work by staff. Insurance proof can be personally presented or emailed.**

4. DEFAULT: If any monthly installment of Rent is not paid on or before the Due Date or if Tenant fails to perform any of the terms or conditions set forth herein, Tenant shall be in default of this Agreement. In the event of Tenant's default, Owner may, without notice to Tenant, deny Tenant and Tenant's Authorized Agent(s) access to the Facility, the Space, and any personal property located within the Space. **Access to the Facility, Space and Tenant's Property will be immediately and without notice denied, at Owner's option, at 11:59 p.m. on the Fifth day (5th) of each month in the event Tenant fails to pay the Rent on or before the Due Date which is the first day of each month.** If Tenant is renting more than one space, the default on any one agreement shall constitute a default on all agreements between Owner and Tenant. If any monthly installment of Rent, together with late fees, is not received within fifteen (15) days of the Due Date, all of Tenant's personal property is subject to sale or other disposition, such as towing by commercial towing company, without judicial process and If any monthly installment of Rent, together with late fees, is not received within five (5) days of the Due Date stored item shall be immobilized by tire locking device or storage locker overlock. Payments made by credit card only. Personal checks or money orders will not be accepted. Tenant agrees and understands that any partial payments made to cure a default will not delay or stop the sale or disposition of Tenant's property and that only full payment on Tenant's account prior to the published sale or disposition or towing date will stop a scheduled sale or disposition or towing of Tenant's property. Tenant shall be responsible for all costs, including attorneys' fees, arising from any proceedings, enforcement, foreclosure or sale, incurred by Owner and all such amounts shall be payable on demand. In any conflict between paragraph 4 and paragraph 19 of this agreement paragraph 19 shall control. If the stored item is towed at Owner's request by Cape Coral Towing & Recovery all fees to be paid by Tenant.

5. FEES: Concurrently with the execution of this Agreement, Tenant shall pay to Owner a non-refundable Administration Fee of \$25.00. Tenant acknowledges that the late payment of Rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being unknown. Therefore, if any Rent payment is not received within five (5) days (or by the 5th day of each month at 5 p.m.) of the Due Date (due date is the first day of each month before 5:00 p.m.), Tenant shall pay to Owner **an additional sum of \$40.00 or 20% of the monthly Rent, whichever is greater,** as a late fee for each month the Rent is past due, such amount being considered liquidated damages. The parties agree that this late charge represents a fair and reasonable estimate of the costs the Owner will incur by reason of a late payment by Tenant. The owner does not waive any rights under the law for non-payment of Rent. If any credit card charge attempt is not successful for any reason, all Rent or late fees shall be immediately due and payable. In addition to late fees provided herein, Tenant shall be responsible for all costs and expenses incurred by Owner as a result of Rent collection or lien enforcement or towing expenses to remove stored item from Owner's facility.

6. OWNER'S LIEN: OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF-STORAGE FACILITY ACT" AS SET FORTH IN SECTIONS 83.801-83.809, FLORIDA STATUTES. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY OR AS OF THE DATE TENANT TAKES POSSESSION OF THE SPACE. THIS LIEN IS 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, ANYTIME AFTER RENT BECOMES GREATER THAN 60 DAYS PAST DUE PER STATE STATUE.

7. USE OF FACILITY: Tenant consents & authorizes Owner the absolute right & permission to capture, in any lawful manner, images or photographs of Tenant & any of Tenant's Authorized Agents or guests prior to accessing the Facility & its improvements for the first time. **Audio & Video recording is made in both office areas.** Only Tenant & Tenant's Authorized Agent(s), as identified above, may enter & use the Facility & its improvements, including, without limitation, shower, bathroom, wash bay or other facilities made available by Owner from time-to-time. Upon execution of this Agreement, Tenant will be issued 1 key fob or plastic card type access card at no charge and extra fob(s) or card(s) at a cost of \$9.00 each (fee subject to change without notice) for gate access to enter the Facility & to access and/or utilize amenities, subject to the provisions hereof. **Absolutely no tailgating or piggybacking entry is permitted. Unauthorized users are not allowed to access the Facility and its improvements, and any such improper access by Tenant or any agents, employees or invitees of Tenant will result in an immediate \$100.00 fine for the first violation and EVICTION FROM THE FACILITY at option of Owner, without notice or demand. Video tape evidence or Staff witnessing of tailgating or improper access is all that is required.** All Facility improvements & amenities shall be subject to non-exclusive use, without nuisance or harassment to other Facility tenants or Owner, and subject to compliance with all protocols, rules & regulations of Owner. Owner shall have the right to permanently or temporarily limit or close any such Facility improvements without notice to Tenant and Owner further reserves the right to set business hours for the Facility improvements depending upon seasonal changes and existing weather conditions. The Facility improvements may not be used for residential or overnight purposes (except "Big Rig Parking Space" in office parking area), which is limited to one 16 hour stay, with Owner's permission), whether for persons, pets or animals, for any period whatsoever & violation of this prohibition shall be grounds for immediate termination of the Agreement and tenancy by Owner. All use & occupancy of the Facility improvements shall be at the sole risk of Tenant. **Tenant shall be responsible for damage to the Facility improvements caused by Tenant, any of Tenant's Agent(s) or their invitees or agents. Knocking down the entry or exit gate lift arm or damage to gates if reported by tenant usually invokes a repair charge and if not reported by tenant a fine is invoked. The tenant shall report damage to staff or if after hours by phone call to office number 239-458-2200.**

- 7a. After Hour Access:** Tenants wishing to enter . exit facility between the hours of 10 p.m. and 6 a.m., unless issued access FOB with greater hours, **must call security number (239-560-4002) preferably during business hours (9:00 a.m. to 5:00 p.m. M-F and 10:00 to 1:00 Saturdays) but no later than 6 p.m. to secure permission to enter facility.** This requirement is necessary to temporarily set your FOB to work extended hours and to alert security of after hour activity and thereby to prevent security from calling law enforcement due to concern of unauthorized facility use. **Access after-hours will not be programmed into the system UNLESS Tenant calls before 6 p.m. & requests after-hour entry.**
- 8. USE AND COMPLIANCE WITH LAW:** The Space is to be used by the Tenant solely for the purpose of storing the Property identified above & Tenant is solely responsible for parking or loading and unloading Tenant's Property into and out of the Space. Tenant agrees that any unauthorized vehicles, vessels or other personal property stored in the Space can be removed by the Owner, at Tenant's expense, and Owner shall not be liable to Tenant for the removal of any such unauthorized property. **Tenant agrees not to store 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, other tenants or the Facility.** Tenant agrees not to store jewels, heirlooms, art works, collectibles, or other irreplaceable items having special or emotional value to the Tenant within the Space or within the Property located within the Space. Tenant further agrees that neither the Space, nor the Facility, will be used for unlawful purposes or any purposes contrary to any ordinance, regulation, fire code or health code and Tenant agrees to not (a) commit waste, (b) create a nuisance, (c) alter or affix any signs on the Space. Tenant will keep the Space and Facility in good & clean condition during the term of the Agreement. Tenant further agrees to not conduct any business from the Space and that the Space shall not be used for any repairs, sales or other contracting purposes by Tenant or Tenant's Authorized Agents. The Space may not be used for residential purposes, whether for persons, pets or animals, for any period whatsoever and violation of this prohibition shall be grounds for immediate termination of the Agreement by Owner. **All of Tenant's Property must always be operational, without any leaks or condition that could cause damage to the Facility.**
- 9. TENANT'S RISK OF LOSS:** No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the Space by Tenant shall remain vested in the Tenant and all property stored within or on the Space by Tenant or located at the Facility shall be stored at Tenant's sole risk. Owner and Owner's agents and employees shall not be liable for any personal injury, death, property damage or loss arising from Tenant's use of the Space or the Facility or arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, acts of God, or the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. The Owner shall have no duty to monitor the weather or duty to warn or notify Tenant of approaching inclement weather, nor shall Owner have duty to protect or secure Tenant's property in the event of a severe or tropical storm or hurricane.
- 10. PROOF OF OWNERSHIP & REGISTRATION:** Prior to occupancy, Tenant shall deliver copies of all documents available to demonstrate proof of ownership & registration, as applicable, of the Property & the vehicle normally driven to facility. Owner has the right to refuse Tenant's access to the Space if the Owner is not satisfied with the documentation of ownership & registration provided by Tenant &, unless the Tenant can provide additional documentation including insurance coverage to satisfy the Owner, this Agreement will be deemed terminated. **Tenant approves & permits Owner & Owner's representative to transmit electronically pictures or copies of Tenant's driver's license, vehicle or other property registration, insurance papers & other personal items of a financial or secure nature.**
- 11. UNAUTHORIZED VEHICLES/BOATS:** Any vehicle, boat, trailer or other property parked in the Space must have required documentation on file. Failure to pre-register property (whether upon application or new or additional property) with Owner or Tenant's failure to maintain and provide proof of current registration and insurance is grounds for removal by Owner at Tenant's expense. In connection therewith, Tenant shall, either prior to or contemporaneous with delivery of the Space, provide Owner with digital images of all of Tenant's Property with wheels (images not required for property stored in lockers or self-storage spaces), which images shall include all sides, front and back of each item of Tenant's Property and shall be delivered to Owner electronically. The owner shall not be liable to the Tenant for removal of unauthorized property within the Space and all unauthorized vehicles, boats, trailers, or other property will be towed and removed at Tenant's expense.
- 12. INSURANCE:** Owner does not and will not provide any type of insurance that would protect Tenant's Property from loss by fire, theft or other type of loss. It is the Tenant's responsibility to obtain and maintain, at Tenant's expense, its own insurance to protect the Property against all perils of whatsoever nature. Insurance on Tenant's Property is a material condition of this Agreement for the benefit of both Owner and Tenant, and Tenant assumes all risk of loss to stored property that would be covered by such insurance. **Tenant agrees to provide proof of insurance of Tenant's Property to Owner or upon the request of Owner and additionally agrees to provide proof of insurance for any vehicle accessing the Facility or towing any of Tenant's Property upon each annual or semi-annual insurance renewal or upon the request of Owner. Failure to maintain and provide proof of active insurance renders rental agreement void at option of Owner.** Tenant's failure to provide Owner by EMAIL transmission with evidence of insurance upon Owner's reasonable request by at least ten (10) business days prior to expiration of any existing policy, shall result in termination of this Agreement at Owner's option. Insurance carried by the Owner shall be for the sole benefit of the Owner and Tenant shall make no claim whatsoever 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/damage of any kind or from any cause.
- 13. INDEMNIFICATION OF OWNER:** Tenant will indemnify and hold Owner harmless from and against any and all actions, claims, damages, losses, including lost property, personal injury, and costs, including attorney's fees, which arise from or are related to the lease or use of the Space, access and use of the Facility, or from any activity, work, or thing done, permitted, or suffered by Tenant or Tenant's invitees or agents, in or on the Space or about the Facility, by Tenant or any invitee or agent of Tenant. If Owner is made a party to any litigation or proceedings instituted by or against Owner, Tenant shall indemnify and save Owner harmless against all costs and expenses, including reasonable attorneys' fees, incurred or sustained by Owner in connection therewith.
- 14. BANKRUPTCY:** Tenant's bankruptcy shall constitute a default and Owner shall have the immediate right to terminate this Agreement and require Tenant to remove all of Tenant's property from the Space and Facility.
- 15. TENANT'S LIABILITY:** In the event of the sale or other disposition of Tenant's property, it is understood and agreed that the liability of Tenant for the Rent, charges, fees, costs, and expenses provided for in this Agreement shall not be extinguished prior to payment in full of Tenant's account. All charges, fees, costs and expenses provided for herein shall be deemed "additional rent". If any of Tenant's property remains unsold following sale or after stored item towed by Cape Coral Towing & Recovery, Owner may dispose of said property in any manner considered appropriate by Owner and Tenant hereby waives its right to the benefit of any constitutional or statutory exemptions allowed by law as to its property in the Space or located at the Facility.
- 16. CONDITION & ALTERATION OF SPACE:** Tenant acknowledges & agrees that Tenant has been given an opportunity to inspect and has inspected the Space and the Facility and that Tenant accepts the same in their AS IS and WITH ALL FAULTS conditions. **Should Tenant or Tenant's agents or invitees cause damage to the Space or Facility, i.e., leaking motor or other type oil onto space floor, or make any alterations or improvements without Owner's prior written consent, then all costs & expenses necessary to restore the Space & Facility to the prior condition shall be borne by Tenant.** Tenant shall, upon termination of lease, leave space or locker clean of all debris and personal items.

17. RIGHT TO RELOCATE: Owner reserves the right to relocate Tenant and Tenant's Property from the Space to another space of adequate size, in the sole judgement of Owner, in the Facility. Tenant's failure to do so within two (2) days of Owner's relocation notice to Tenant gives Owner immediate right to terminate lease. Notice may be given in writing via electronic means including emails and text messages.

18. 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. The agents and employees of Owner are not authorized to make any warranties or representations about the Space, or the Facility and any such oral statements do not constitute warranties, shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Agreement. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this Agreement and shall not apply to the Space or the Facility.

19. LEASE TERMINATION BY OWNER & NOTICE BY TENANT UPON VACATING SPACE: This Agreement shall continue from month to month unless Tenant delivers to the Owner an email termination notice (rent@diplomatrboat.com) **ON THE DAY TENANT VACATES.** Additionally, Owner may terminate this Rental Agreement immediately, without advance notice to Tenant, if Tenant is residing in the Space, damaging the space, utilizing the Facility improvements in an impermissible, unsafe or wasteful manner, including any environmental hazard being discovered or for illegal use of waste dumpster, or for failing to pay the rent by the 10th day of month due or for tailgating (defined as passing under lift arm without use of fob for each vehicle to lift gate lift arm) or allowing a related party to tenant to tailgate through lift arm & gate. Tenants, unless paying monthly fee, are prohibited using dumpster & if used illegally a \$50.00 fine is imposed. Upon termination, Tenant shall remove personal property from the Space & deliver possession of Space to the Owner no later than 24 hours to the minute after Owner issues notice of termination of lease. If Tenant fails to remove property from the Space prior to the specified time, Owner, at its option, may, without further notice or demand, either directly or through legal process, enter the Space & remove all property therefrom or order Cape Coral Towing & Recovery to tow the property, at Tenant's expense, to their storage yard without being deemed guilty in any manner of trespassing or conversion. All items or property left within the Facility after Tenant vacates will be deemed to be of no value and will be disposed of by Owner at Tenant's expense. **Additionally, Owner may terminate agreement at any time without stating a reason with 10 days advance notice given by email to Tenant's email address** & in this instance a pro rata rent charge will be made for the month if Tenant's credit card allows proration. If the card does not allow charging no proration shall or can be made. At the end of the 10-day notice, or longer if owner so states in termination notice, the Tenant is required to vacate the rental space(s) and the facility and to turn in all access FOBS, gate remote or access cards. **An email notice regarding termination of agreement or cease and desist order must be replied to by Tenant within 48 hours of receipt, if not, lease agreement may be immediately terminated, at Owner's option, with Tenant required to immediately remove stored property and if not removed stored item(s) will be towed away by Owner's order at Tenant's expense.** In such a situation Tenant should contact Cape Coral Towing & Recovery of Cape Coral at 239-574-3223. FOB(s) shall be suspended for unpaid rent at the end of the 5th day of month and any entry into the facility, attempted entry or attempted use of facility amenities as shown by FOB recording system or witnessed by Owner's staff will constitute trespassing and will trigger immediate lease termination. In this situation DO NOT ENTER FACILITY UNTIL THE RENT IS PAID TO DRVBS; Tenant's only approved & legal use of facility is parking in the office lot & entering office for the sole purpose of paying past due rent. Credit card information may also be called in to office staff.

20. ABANDONMENT: This Agreement automatically terminates if Tenant abandons Space. Tenant shall be deemed to have abandoned the Space if Tenant removes the Property (defined as stored item is not in rented space) while Tenant is in default. Rent paid for any month in which Tenant abandons or moves out early shall not be prorated or refunded. **THERE IS NO PRORATION OF THE FINAL MONTH'S RENT IN THE EVENT OF AN ABANDONMENT OR TERMINATION PRIOR TO THE END OF THE MONTH EXCEPT WHERE NOTED OTHERWISE WITHIN THIS AGREEMENT.**

21. OWNER'S RIGHT TO ENTER: Owner and Owner's agents & representatives shall have the right to enter the Space without notice for purposes of inspection, making repairs or alterations, or to ensure compliance with this Agreement.

22. ASSIGNMENT & SUBLETTING: Tenant shall not assign this Agreement or sublet the Space.

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

24. SUCCESSION: This Agreement is binding upon the parties, their heirs, successors, and assigns.

25. GOVERNING LAW: This Agreement shall be governed by Florida law.

26. WAIVER OF JURY TRIAL: Owner and Tenant waive their respective rights to trial by jury of any cause, action, claim, counterclaim, or cross-claim brought by either Owner or Tenant in any matter arising out of or in any way connected with this Agreement or its execution, Tenant's use or occupancy of the Space, any claim of bodily injury or property damage, or the enforcement of any remedy under any law, statute, or regulation.

27. RULES AND REGULATIONS: Tenant will be bound by any rules and regulations posted by the Owner from time to time and all such rules and regulations shall be deemed to be part of this Agreement and incorporated herein. Tenant shall be responsible to ensure and require that all Authorized Agent(s), invitees and agents of Tenant comply with all the terms and conditions of this Agreement and the policies, rules and regulations of the Facility, as adopted and amended from time-to-time. The violation of any such policies, rules and regulations shall be deemed a default under this Agreement.

28. NOTICE OF CHANGE OF ADDRESS/PROPERTY: Any change or addition to the Property stored in the Space must be pre-approved by Owner. Tenant agrees to give written notice to Owner of change in Tenant's information of this Agreement or prior to any removal from or addition to the Property contained in the Space. Tenant covenants and agrees that such notice to be sent by email with response from Owner received to Owner at the Facility address or email address (rent@diplomatrboat.com).

29. CHANGES: Terms of Agreement. Including, but not without limitation, monthly Rent rate, conditions of occupancy, & other charges, are subject to change by Owner upon 10 days prior notice to Tenant. Any notice given or required under this Section may be provided by the Owner to Tenant via e-mail or electronic means or by posting in rental office. If changed, Tenant 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 or having access to changes posted in rental office. If the Tenant does not give notice within 10 days, the change becomes effective & is applied to Tenant's occupancy.

30. PROCEEDINGS. Should any proceedings or litigation, including for breach or declaratory relief relating to any terms, conditions, rights, or remedies hereunder including appellate proceedings, be instituted concerning this Agreement or the rights, duties and obligations in relation thereto, the prevailing party in such litigation, shall be entitled, in addition to such relief as may be granted, to recover reasonable attorneys' fees and costs. The venue for any proceeding hereunder shall be in state court in Lee County, Florida, as the mutually agreed upon and exclusive venue. The parties hereby expressly and knowingly waive any and all rights which they may have to request a jury trial in any proceedings at law or in equity.

31. Uncovered Asphalt Space Tenants: fee is \$13.00 monthly fee.

32. *If Tenant Parks in Space not assigned to Tenant: There shall be a \$100.00 fine if Tenant parks stored item in space other than space assigned to them. Tenant must relocate item to assigned space after notice from Owner within 24 hours of Owner's notice of violation.*

33. NOTICE TO TENANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. BY SIGNING THIS AGREEMENT, TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED HEREIN

Payment by credit or debit card of monthly payment is automatically made on 1st day of each month & will continue to be charged until and unless Tenant notifies Owner, **by email**, stating account name, space number and that Tenant has vacated space. If vacating notice is given after office hours any proration, if applicable, shall occur next business day. Email to be sent **ONLY ON THE DAY TENANT MOVES OUT**.

Absolutely no tailgating or piggybacking entry through gate is permitted.

Tenant's vehicle driven to facility, if left while driving motorhome or other stored item, must only be parked in Tenant's space **(Do not assume an empty nearby space is not rented to another Tenant)**

TENANT 1: _____ *signature* TENANT 2: _____ *signature*
Date: ____ - ____, 202 ____ Date: ____ - ____, 202 ____

OWNER: *Diplomat RV & Boat Storage, LLC* *Bruce T. Grady* (initials: _____) Date: ____ - ____, 202 ____

Rental Agreement dated March 13, 2024 by its Manager, **Bruce T. Grady** or **Authorized Agent**

If Sending by Email Please Attach Copies of:

- 1. State Registration for Stored Item Only AND**
- 2. Insurance Wallet Card(s) or other insurance proof for BOTH Stored Item & Vehicle Normally Driven to Facility by Tenant AND**
- 3. Driver's License for Tenant 1 only**

- 1. When Printing on your copier, Print Agreement on One Side of Paper Only; Back side to remain blank**
- 2. NOTE: Stored Item MUST HAVE INSURANCE except empty boat trailers or empty flatbed utility trailers**
- 3. IF EMALING above documents be sure to make documents* part of ONE AND ONLY ONE PDF with 6-page rental agreement...PLEASE DO NOT SCAN DOCUMENTS SEPARATELY FROM RENTAL AGREEMENT**

***SUGGESTION: place driver's license, stored item registration & proof of insurance ON COPIER AT ONE TIME & print on one 8 ½" X 11" paper to make part of ONE PDF with Rental Agreement.**

**IF Scanning, Return all 6 pages of agreement,
NOT JUST PAGES WITH INFORMATION FILLED IN**