

## SELF-SERVICE STORAGE RENTAL AGREEMENT

### Storage Sense - Lake Nona

10906 Moss Park Rd, Orlando, FL 32832

Phone: 407-725-5277 | Email: lakenona@storagesense.com

#### TENANT INFORMATION

Tenant Name: **North Shore At Lake Hart HOA, INC**

Primary Phone: 407-207-0520

Cell Phone: 407-207-0520

Work Phone:

E-Mail Address: lbi hailo@accessdifference.com

Physical Address: 9339 Northshore Golf Club Blvd

Address Line 2:

City, State ZIP: Orlando, FL 32832

SSN/Federal ID #:

License or ID #: B240-521-73-917-0

State: FL

#### MONTHLY STORAGE RENTAL

Date of Agreement: **March 5, 2025**

Monthly Rent Rate: \$ 269.00

Protection Premium: \$ 15.00

Total Monthly Cost: **\$ 291.63**

Monthly Due Date: **5**

Space Number: **273**

Approx. Size (ft): 10.0 x 25.0

Access Code: **96526**

#### E-MAIL CONSENT:

Tenant has provided the electronic mail address (lbi hailo@accessdifference.com) above to which Tenant wants Owner to send all notices, including notices of default required by law. By providing an e-mail address above and initialing here, Tenant acknowledges that the e-mail address above is complete and correct.

Tenant consents to receiving all notices, including notices of default, by e-mail. (Initial Here) **LB**

#### ALTERNATE CONTACT:

Provide the name and address of another person, in addition to yourself, to whom any notices may be sent and/or can be contacted in the event of an emergency.

Name: Laurie

Phone #:

*If unable to provide an alternate contact, initial here: **LB***

#### MILITARY:

Are you or your Spouse currently an active-duty member of the Uniformed Services? ☐ Yes ☒ No  
(If Yes, Military I.D. must be shown as proof in addition to the following information.)

Branch:

Officer in Charge:

Name:

Phone #:

E-Mail:

\*Uniformed Services - 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.

#### PROPERTY TO BE STORED: (Select all that apply)

Household Goods

Sporting Goods

Furniture

Business Goods

Titled Property

Other

Description:

**TITLED PROPERTY TO BE STORED:** (If Applicable)

Motor Vehicle                      Trailer                      Watercraft                      Other

If Other, description:

Make:

Model:

V.I.N.#:

License #:

State:

Color(s):

Length:

Additional Description:

**DISCLOSURE OF LIENHOLDERS:**

Please state the name, address, and contact information of any lienholders or secured parties who have an interest in the property that is or will be stored along with a description of the property. If more than one such lienholder/secured party exists, please list all on a separate attachment to this Agreement and write "See Attachment" in the space below.

Property Description:

Lienholder or Secured Party:

Phone Number:

Address:

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**DELINQUENCY FEES & OTHER RENTAL CHARGES:**

|                                       |                                                   |
|---------------------------------------|---------------------------------------------------|
| Administrative Fee                    | \$29.00                                           |
| Late Payment Fee                      | \$20 or 20% ( <i>greater of</i> )                 |
| Lien Notice Processing Fee            | \$50.00 (10/1/24, Lien Fee Increasing to \$70.00) |
| Lock Cut Fee                          | \$35.00                                           |
| Lien Advertising Fee                  | \$50.00                                           |
| Auction Cancellation Fee              | \$25.00                                           |
| Non-sufficient Funds (NSF) Fee        | \$30.00 ( <i>Minimum</i> )                        |
| Invoice Charge ( <i>Mailed Copy</i> ) | \$3.00                                            |
| Phone Payment Charge                  | Up to \$10.00                                     |
| Cleaning/Disposal of Items Fee        | \$50.00 ( <i>Minimum</i> )                        |
| Food Storage Fee                      | \$TBD*                                            |
| *TBD - To Be Determined               |                                                   |

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**NOTICE**

THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE FLORIDA SELF-SERVICE STORAGE FACILITY ACT (FLA. STAT. ANN. § 83.801 ET SEQ.). THE OWNER HAS A LIEN ON ALL PROPERTY, WHETHER OR NOT OWNED BY THE TENANT, LOCATED AT A SELF-SERVICE STORAGE FACILITY OR IN A SELF-CONTAINED STORAGE UNIT FOR THE RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO FLA. STAT. ANN. § 83.801 ET SEQ. THE OWNER IS ENTITLED TO SELL ALL PERSONAL PROPERTY STORED AT THE SELF-SERVICE STORAGE FACILITY IF THE TENANT IS IN DEFAULT.

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**THIS RENTAL AGREEMENT (Agreement)** is executed on the date stated above by and between **Storage Sense - Lake Nona**, as agent for the Facility's Owner (**Owner**) and the individual or business listed above as Tenant (**Tenant**) for the purpose of renting the storage space listed above (the **Space** or **Premises**) which is part of a larger facility **Storage Sense - Lake Nona** (the **Facility**). Owner hereby leases to Tenant, and Tenant rents from Owner, on the terms and conditions herein set forth. The Premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this Agreement and for no other purposes whatsoever.

basis until terminated. The minimum rental term is one month. All terms and conditions of this Agreement shall continue so long as Tenant retains possession of the Space. Owner is not providing any services to Tenant pursuant to this Agreement other than renting the Space to the Tenant.

**2. RENT:** The rent shall be the amount stated above and made payable to Storage Sense - Lake Nona at the address stated above. Rent can also be paid through credit/debit autopay or online. Rent is due each month on the **5 of the month (Due Date)**, in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, cashier's check, or money order. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Tenant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Tenant's stored property. **Only full payment on the Tenant's account prior to the published auction date will stop a scheduled sale of the property.** Owner may change the rent or any other charge or fee by giving Tenant thirty (30) days advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month the rent is due. If Tenant has made advance payments, the new rental rate will be effective on the first day of the first month following the exhaustion of all of Tenant's advanced payments. Failure to pay rent and other fees charged to Tenant's account will subject the Tenant's property to lien sale proceedings pursuant to applicable state law. **Tenant agrees and understands that any payments made will be applied first to the oldest unpaid rent and/or fees (as hereinafter defined) due and payable.** No invoices will be provided by Owner unless Tenant requests Owner to provide invoices and pays the **Invoice Charge** stated above. Tenant agrees to pay the **Phone Payment Charge** listed above for any payments made to Owner over the telephone.

**3. ADDITIONAL RENTAL CHARGES AND FEES:** Concurrently with the execution of this Agreement, Tenant shall pay a non-refundable **Administrative Fee** as set forth above. Late payments or rent checks that are dishonored cause Owner to incur damages that are extremely difficult to measure and are not contemplated by this Agreement. Rent is due on the date specified in Section 2 and is delinquent on the day immediately following the Due Date. **If rent is not received by Owner by the 5th day following the Due Date, or if Tenant's check is dishonored and returned, Tenant's Space will be overlocked with a company lock, and Tenant agrees to pay Owner, as additional rent, the Late Payment Fee stated above, along with the Non-sufficient Funds (NSF) Fee, if applicable. Owner may charge a Late Payment Fee for each month Tenant fails to pay the monthly Rent by the 5<sup>th</sup> day after the Due Date. Late Payment Fees will be assessed on or after the 5<sup>th</sup> day after the Due Date.** Tenant agrees to pay Owner the **Non-sufficient Funds (NSF) Fee** stated above for any dishonored check, ACH transfer, or credit or debit card payment. If Tenant has one dishonored payment, Tenant shall not be permitted to pay with a check, ACH transfer, credit card, or debit card thereafter for the remainder of Tenant's occupancy. The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Tenant agrees to pay Owner the **Lock Cut Fee** stated above any time Tenant's lock is cut, including, but not limited to, upon Tenant's request or if Owner cuts Tenant's lock due to Tenant's default. Tenant agrees to pay Owner the **Auction Cancellation Fee** stated above if Tenant's property is scheduled for auction, but the Tenant or Lien Holder payor redeems the goods prior to the sale date and the auction is canceled. Tenant agrees to pay the **Lien Advertising Fee** stated above if Tenant's stored property is advertised for sale. Tenant agrees to pay Owner the **Cleaning/Disposal of Items Fee** stated above if Owner must dispose of any abandoned property from the Space or clean the Space after Tenant has vacated the Space. Tenant agrees to pay the **Food Storage Fee** set forth above if Owner discovers, at any time during the occupancy, that foodstuffs, including, but not limited to, dry goods, perishables, canned goods, or other consumables have been stored in the Space. This charge may include the cost of pest control, repairs, specialized cleaning services, and other incidental costs incurred by the Facility related to the storage of foodstuffs in the Space. In addition, Tenant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including but not limited to, costs of removing locks, inventory of stored property, and reasonable storage costs as may be provided for by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during the lien enforcement. **If Tenant is in default for 30 days or if Tenant is in lien status, all payments made to satisfy outstanding amounts and charges shall be paid by certified check, cashier's check, money order, or cash.** If Tenant's checks are dishonored more than once, Tenant will be required to pay all future rent by certified check, money order, cashier's check, or cash. Other fees charged to Tenant may be contained in addendums to this Agreement. All service charges, administrative fees, default notice fees, late fees, 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 this Agreement shall be deemed "additional rent" payable by Tenant to Owner as provided in this Agreement.

**4. INSURANCE / PROTECTION OBLIGATION:** THE PERSONAL PROPERTY STORED IN THE SPACE WILL NOT BE INSURED UNLESS THE TENANT OBTAINS INSURANCE OR PROTECTION ON HIS/HER PROPERTY. THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE OR PROTECTION COVERAGE. Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of the stored property. Insurance or protection on Tenant's property is a material condition of this Agreement and is for the benefit of both Tenant and Owner. **Failure to carry the required insurance is a breach of this Agreement and Tenant assumes all the risk of loss to stored property that would be covered by such insurance or protection.** Tenant expressly agrees that the carrier of such insurance or protection shall not be subrogated to any claim of Tenant against Owner, Owner's agents, or employees.

**5. RELEASE OF OWNER'S LIABILITY:** Property is stored under the supervision and control of Tenant. Owner exercises neither care, custody, nor control over Tenant's stored property. 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 shall remain vested in the Tenant, and all property stored within or on the Space by Tenant or located at the Facility by anyone shall be stored at Tenant's sole risk. As a further consideration for the use and occupancy of the Space, Tenant agrees that Owner, its agents, employees, and assigns shall not be liable to Tenant, his/her agents, guests, licensees, or invitees for any loss or damage to property caused to them or to their property as the result of the use and occupancy of the Space or the Facility. It is further agreed that any stored property is placed in the Space at Tenant's sole risk. The Owner, Owner's agents, employees, and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees, or assigns. Tenant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, mold, mildew, or the elements of weather or earthquake. It is agreed by Tenant that this release of Owner's liability is a bargained-for condition of the rent set forth herein and that were Owner not released from liability as set forth here, a much higher rent would have to be agreed upon.

**6. PERMITTED AND PROHIBITED USE OF SPACE:** Tenant agrees to use the Space only for the storage of property wholly owned by Tenant. Tenant shall not store any motor vehicle in the Space without the prior written consent of Owner. Tenant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction or permit such actions to occur. Tenant is strictly prohibited from storing or using materials in the Space or at the Facility which are classified as hazardous or toxic under any local, state, or federal law or regulation and from engaging in any activity on site which produces such materials. Tenant's obligations of indemnity as set forth in Section 10 herein specifically include any costs, expenses, fines, or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees, or guests. Tenant shall not use the Premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline, and/or other highly flammable materials. The rented Premises shall not be used for the operation of any business, for manufacturing or production, or for human or animal occupancy. Pets shall not be brought to the Facility or the surrounding property. Tenant shall not do or permit to be done any act which creates or may create a nuisance in connection with Tenant's use of the Space. Trash or other materials shall not be left in or near the Space. Tenant shall not make use of any electricity in the Space for refrigeration, heating, or any other purpose whatsoever other than the single lighting fixture that may or may not be provided in the Space, which shall be used only for the purpose of lighting the Space when Tenant enters the Space, and Tenant shall turn off the light when leaving the Space. Without limiting the foregoing, Tenant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state, or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. **Storage of flammable or hazardous materials is not permitted in the Space or on the property.** If you believe that any items stored may be in violation of this condition you are required to notify the Owner and the local fire department **in writing within 24 hours** of the time said materials are stored in the Space or at the property, specifically identifying the amount, nature, and composition of the material. Any violation of these provisions is grounds for immediate termination of this Agreement.

**7. NOTICE OF LIEN:** THE OWNER OF A SELF-SERVICE STORAGE FACILITY OR SELF-CONTAINED STORAGE UNIT AND THE OWNER'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A LIEN UPON ALL PERSONAL PROPERTY, WHETHER OR NOT OWNED BY THE TENANT, LOCATED AT A SELF-SERVICE STORAGE FACILITY OR IN A SELF-CONTAINED STORAGE UNIT FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES

REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO FLA. STAT. ANN. §§ 83.801-83.809. THE OWNER IS ENTITLED TO SELL ALL PERSONAL PROPERTY STORED AT THE SELF-SERVICE STORAGE FACILITY IF THE TENANT IS IN DEFAULT. ANY OWNER SHALL NOT BE LIABLE TO AN TENANT OR THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE TENANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OWNER BY THE TENANT THAT THE PROPERTY PLACED IN THE LEASED SPACE WAS NOT THAT OF THE TENANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE LEASED SPACE WHICH IS NOT THE PROPERTY OF THE TENANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE TENANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. OWNER SHALL NOT BE LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED WITHIN THE CONTENTS OF THE TENANT'S STORAGE SPACE, WHICH ARE SOLD OR OTHERWISE DISPOSED OF TO SATISFY THE OWNER'S LIEN. IF A LIEN IS CLAIMED ON PROPERTY THAT IS A MOTOR VEHICLE OR A WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS AFTER THE MATURITY OF THE OBLIGATION TO PAY THE RENT AND OTHER CHARGES, THE OWNER MAY SELL THE PROPERTY PURSUANT TO THE FLORIDA SELF-STORAGE FACILITY ACT OR HAVE THE PROPERTY TOWED. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED, THE OWNER IS NOT LIABLE FOR THE MOTOR VEHICLE OR WATERCRAFT OR ANY DAMAGE TO THE MOTOR VEHICLE OR WATERCRAFT ONCE A WRECKER TAKES POSSESSION OF THE PROPERTY. For the purpose of Owner's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, merchandise, household items, motor vehicles, or other property with or without a certificate of title. It is further understood that the date of sale of Tenant's property pursuant to this Section, if applicable, shall constitute the date of termination of this Agreement. At any time prior to lien sale, any persons claiming a right to Tenant's lien property may stop the sale by **paying the default balance in full in the form of CASH ONLY all amounts owed**. Upon release of such property to the payor, Owner shall have no further liability to any person for the lien property. An **Auction Cancellation Fee** will be charged if the Space is listed for sale, but the Tenant or Lien Holder payor redeems the goods prior to the sale date and the auction is canceled. In the event of a foreclosure of Tenant's interest in the Space, it is understood and agreed that the liability of Tenant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. Owner may use a collection agency to secure any remaining balance owed by Tenant after the application of sale proceeds, if any. Liability arising from the sale of personal property under this Section is limited to the net proceeds received from the sale of that property. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner in its sole discretion. Owner reserves the right to utilize online auction services to manage the sale of Tenant's property as a result of Tenant's default and the foreclosure of Owner's lien. **Tenant consents to the use of online auction services.**

**8. LIMITATION OF VALUE:** Tenant specifically agrees that, with the exception of property prohibited by this Agreement, Owner is not concerned with the kind, quality, or value of the goods stored. Tenant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may reasonably be withheld in Owner's sole discretion and if such consent is not obtained, the total value of Tenant's property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000.00. The Tenant agrees and understands that this limit of \$5,000.00 is deemed to be the maximum value of the property stored in the Space and the maximum liability of the Owner for any claim. Tenant agrees that the maximum value for any claim or suit by the Tenant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit, is \$5,000.00. Nothing herein shall constitute any agreement or admission by Owner or manager that Tenant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**9. PERSONAL INJURY:** Owner and Owner's agent shall not be liable to Tenant for injury or death suffered by any person, including Tenant's guests or invitees occurring in or about the Facility or the Space, or arising out of Tenant's use of the Facility or the Space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the Facility from any cause whatsoever.

**10. INDEMNIFICATION:** Tenant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of actions (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of, or arising out of, Tenant's use of the Space and the Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Tenant in this Agreement.

**11. CONDUCT:** Tenant shall behave, conduct himself/herself, and communicate with Owner, Owner's employees and agents, and other Tenants in a professional, businesslike manner while at the Facility. Should Tenant appoint or allow another person(s) or organization(s) to enter the Facility and/or the Space, such person(s) or organization(s) shall also behave, conduct himself/herself/itself, and communicate with Owner, Owner's employees and agents, and other Tenants in a professional, businesslike manner while at the Facility and Tenant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code is evidence of authority to enter Tenant's Space. Violation of this provision shall entitle Owner to immediately terminate this Agreement.

**12. CONDITION OF SPACE / REPAIRS - COMMENCEMENT AND TERMINATION:** Tenant acknowledges that Tenant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Tenant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Tenant agrees to maintain the Space in the same condition throughout the term of this Agreement. Tenant will immediately notify Owner of any defect in the Space. Tenant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this Agreement, Tenant shall remove all Tenant's property from the Space and shall immediately deliver possession of the Space to Owner on the date of termination in the same condition as delivered to Tenant on the commencement date of this Agreement, reasonable wear, and tear excepted. Tenant agrees to leave the Space broom clean and damage-free. Tenant further agrees to remove all items from the Space and agrees to reimburse Owner for any/all costs of emptying or repairing the Space, which includes but is not limited to dump fees, labor, materials, and transportation. Tenant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Tenant, Tenant's guests or agents, or any wear and tear in excess of normal use during the term of this Agreement shall be paid by Tenant. Owner may require Tenant to pay the estimated costs of any repairs to be made at Tenant's expense prior to the work being done, and Tenant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies of default.

**13. ACCESS:** If rent is not received by the fifth (5th) day following the monthly Due Date, Owner may, without notice, deny the Tenant access to Tenant's property located in the Space or otherwise at the Facility. Additionally, if Tenant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner and/or manager to deny access to Tenant to all rented Spaces. Tenant's access may be conditioned in any manner deemed necessary by Owner or manager to maintain order and protect the Space and the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity, and searching vehicles and contents. Neither Owner, manager nor any of their respective agents, employees, or affiliates shall, in any event, be liable for any damages or injury caused by Tenant's inability to move between floors or to gain access to, or exit from the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Tenant's access to the Facility, including, but not limited to, requiring Tenant to be escorted by Owner's agents or employees while at the Facility. Access will be denied to any party other than the Tenant, unless said party retains gate code and key to lock on the Space or has supplied Owner or manager with written authorization from the Tenant to enter the Space. No bailment or higher level of liability is created if Owner over-locks the Tenant's lock, thereby denying the Tenant access to the Space.

**14. OWNER'S RIGHT TO ENTER OR INSPECT:** Tenant grants Owner, Owner's agents or representatives, or any governmental authority, including, but not limited to, police, fire, health, or emergency response officials, access to the Premises upon three (3) days prior written notice to Tenant. In the event of an emergency, Owner, Owner's agents or representatives, or any governmental authority, including, but not limited to, police, fire, health, or emergency response officials shall have the right to remove Tenant's lock and enter the Premises without notice to Tenant and take such action as may be necessary or appropriate to preserve the Premises, to comply with applicable law, or enforce any of Owner's rights. In the event Tenant's lock is destroyed in the course of such inspection, Owner shall provide, and Tenant agrees to accept as Tenant's sole remedy, therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Tenant as a result of entry authorized under this Section.

**15. RULES:** Owner shall have the right to establish or change hours of operation, tenant access, or to promulgate rules and amendments, or amend existing rules and regulations for the safety, care, and cleanliness of the Premises, or the preservation of good order on the Facility. Tenant agrees that such rules are made a part of this Agreement, and agrees to follow all of Owner's rules now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of rules and/or Facility hours will be conspicuously posted at least seven (7) days prior to the effective date of such change. Hours of operation and access shall be posted at the entrance to the Facility. Current rules will be posted in the rental office.

**16. TENANT'S LIABILITY:** In the event of default or foreclosure, it is understood and agreed that the liability of Tenant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that 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. Owner may use a collection agency thereafter to secure any remaining balance owed by Tenant after the application of sale proceeds if any and Tenant 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.

**17. ASSIGNMENT:** Tenant shall not sublet or assign the Space nor store property owned by others.

**18. SECURITY OF SPACE/LOCKS:** Tenant agrees to be solely responsible for providing such locks as Tenant desires and deems sufficient for securing access to the Space. In the event that such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner or Owner's Agent may, at his/her sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Tenant's Space, with or without notice to Tenant, including but not limited to, securing the Space with a lock sold by the Facility, the cost of which to be applied to the Tenant's account. In such event, Owner shall not have any liability to Tenant for any loss or damage whatsoever, and Tenant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with locking the Space, including the cost of the lock. Owner is not responsible for taking any measures whatsoever, nor for notifying Tenant that access to the Space has become insecure. The fact that Owner has taken measures to re-secure the access to Tenant's Space under this Section shall not alter the release of Owner's liability set forth in this Agreement, nor shall such measures be deemed conversion of Tenant's stored property.

**19. NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Owner and Tenant, and no oral agreements shall be of any effect whatsoever. **Tenant agrees that he/she is not relying and will not rely on any oral representations made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Agreement in any way whatsoever.** Tenant agrees that this Agreement may be modified only in writing. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Tenant's request such employee shall be deemed to be the agent of Tenant regardless of whether payment for such service is made or not, and Tenant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly such services performed by employee of Owner.

**20. MILITARY:** In order to comply with the Servicemembers Civil Relief Act, it is Tenant's obligation to notify the manager in writing that Tenant and any Tenant family member storing goods at the Facility are in active military service, in order to determine Tenant's qualifications under this act. **If Tenant's military status or Tenant's family member's military status changes, Tenant is required to notify the manager in writing of this change immediately.**

**21. NOTICES FROM OWNER:** All notices from Owner or manager shall be sent by First-Class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant 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. **If Tenant provides its e-mail address, Tenant consents to the delivery of all notices, including statutory notices, via e-mail. Tenant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Tenant via e-mail rather than by U.S. Mail.**

**22. NOTICES FROM TENANT:** Tenant represents and warrants that the information Tenant has supplied in this Agreement is true, accurate, and correct and Tenant understands that Owner and manager are relying on Tenant's representations. Tenant agrees to give written notice to manager of any change in Tenant's address, any change in the liens and secured interest on Tenant'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. Tenant understands he must personally deliver such notice to manager or mail the notice by certified mail, return receipt requested, with postage prepaid to manager at the storage facility address set forth above or by e-mail only if e-mail is acknowledged by manager.

**23. 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 Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving manager ten (10) days prior written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, this Agreement shall be thereby amended, and the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.

**24. NO WARRANTIES:** No expressed or implied warranties are given by Owner or any of its respective agents, employees, or affiliates as to the suitability of the Space for Tenant's intended use. Owner disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, or any storage Facility referred to in this Agreement. **The Owner's agents' and employees' oral statements do not constitute warranties and shall not be relied upon by Tenant.** The entire Agreement and understanding of the parties hereto are embodied in this writing and **no other warranties are given.** Tenant acknowledges that neither Owner nor Owner's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Owner nor

Owner's agents or employees shall be required to provide any security protection to Tenant or the Tenant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Tenant or any other party. There shall be no liability to the Owner, the 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. 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 transaction and shall not apply to the Space and the Facility referred to herein.** It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected the Space and the Facility, and that Tenant accepts the Space, and the Facility as-is and with all faults.

**25. SUCCESSION; SUBORDINATION:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties hereto. Tenant agrees that their rights hereunder are subordinate to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the Facility (or any portion thereof) by Owner and to any and all renewals, replacements, consolidations, and extensions thereof. This paragraph shall be self-operative, and no further instrument of subordination shall be required to effect such subordination. Tenant further agrees that Tenant will attorn to the holder of or lender under any such mortgage, deed of trust, or similar instrument and any purchaser at a foreclosure sale of all or a part of the Facility.

**26. WAIVER OF JURY TRIAL:** Owner, manager, and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint, in any action brought by either Owner or manager against Tenant, or Tenant against Owner or manager or any of their respective agents, employees or affiliates, on any matter arising out of, or in any way connected with this Agreement, Tenant's use of the Space or the Facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant's agents, guests, or invitees.

**27. TERMINATION:** Ten (10) days advance written notice given by Owner or Tenant to the other party will terminate this tenancy. Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Tenant is in breach of this Agreement or in the event that Tenant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other Tenants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Tenant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. **Owner does not prorate rent; only full months' prepaid rent shall be returned to Tenant within thirty (30) days of vacating the Space.** Tenant must leave the Space broom clean and in good condition. Tenant is responsible for all damages. If Tenant fails to fully remove its property from the Space within the time required, Owner or manager, at their option, may without further notice or demand, either directly or through legal process, re-enter the Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Tenant abandons the Space. Tenant shall be deemed to have abandoned the Space if Tenant has removed the contents of the Space and has removed Tenant's lock from the Space, or the Space and all rights with the Space have been surrendered to the Owner by the Tenant. Tenant shall be deemed to have abandoned the Space if Tenant has removed the contents of the Space, and/or has removed Tenant's lock from the Space and is not current in Tenant's obligations hereunder.

**28. PROPERTY LEFT IN THE STORAGE SPACE:** Owner or manager may dispose of any property left in the Space or in the Facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Owner or manager in disposing of such property, including but not limited to a minimum **Disposal/Cleaning Fee** as set forth above.

**29. ATTORNEY'S FEES:** In the event the Owner or manager 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 Tenant, the Tenant agrees to pay to the Owner or manager the reasonable costs, expenses, and attorney's fees incurred in any such action.

**30. PERSONAL AND FINANCIAL INFORMATION:** Neither Owner nor manager warrants or guarantees that any of Tenant's personal information (address, phone number, e-mail address, social security number) or financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or actions against Owner or its respective agents, employees, and affiliates for damages arising from the use of said information by others.

**31. TEMPERATURE-CONTROLLED:** The temperature-controlled spaces are heated or cooled depending on outside temperature. These spaces **do not provide constant internal temperature or humidity control and Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** Tenant releases Owner and its respective agents, employees, and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause whatsoever, including mold or mildew, even if such

damage is caused by the active or passive acts or omissions or negligence of Owner or its respective agents, employees, or affiliates. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts, and acts of god, the Space may not be heated or cooled at all.

**32. PERMISSION TO COMMUNICATE:** Tenant recognizes Owner and Tenant are entering into a business relationship as Owner and Tenant. As such, Tenant hereby consents to Owner phoning, faxing, emailing, texting, and using social media to communicate with Tenant (including automated calls and texts) with marketing and/or other business-related communications, including collection notices. **Tenant specifically consents to receive text messages from Owner at the cell phone number provided by Tenant in this Agreement or at any other cell phone numbers provided by Tenant to Owner. Texts from Owner to Tenant may provide alerts regarding the Tenant's account with Owner, Tenant's tenancy in the Space, Tenant's use of the Facility, rental, or sales promotions from Owner, and/or the business relationship between Owner and Tenant. Tenant understands that text messaging rates will apply to any messages received from Owner. Tenant understands that Tenant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Owner. Tenant also understands that Tenant or Owner may revoke this permission in writing at any time. Tenant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Tenant further agrees that in the event Tenant's cell phone number changes, Tenant shall inform Owner of said change or be liable for any fees or charges incurred.**

**33. STORAGE OF MOTOR VEHICLES:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Tenant'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. Owner shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this Section. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense.

**34. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Owner reserves the right to deny access to the Space and/or the Facility to all Tenants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Tenant for the denial of Tenant's access to the Space and/or the Facility due to federal, state, or local emergencies or inclement weather.

**35. STATE LAW TO APPLY:** This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.

**36. RELEASE OF INFORMATION:** Tenant hereby authorizes Owner to release any information regarding Tenant and Tenant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies, or courts.

**37. CROSS-COLLATERALIZATION OF STORAGE SPACES:** When Tenant rents more than one Space at this Facility, the rent is secured by Tenant's property in all the Spaces rented. A default by Tenant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

**38. ARBITRATION:** In the event of any claim, dispute, or lawsuit by Tenant against Owner (or Owner against Tenant) arising from Tenant's rental or use of the Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute, or lawsuit. **The arbitration must be conducted on an individual basis and Tenant and Owner agree not to act as a class representative or in a private attorney general capacity in any claim, dispute, or lawsuit.** Owner will not request to arbitrate any claim, dispute, or lawsuit that Tenant brings in small claims court. However, if such a claim is transferred, removed, or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Tenant vacating the Premises, whichever occurs first. The federal arbitration act (FAA) shall govern this arbitration agreement. **The arbitration shall be conducted by National Arbitration and Mediation (NAM) under its comprehensive dispute resolution rules and procedures for the self-storage industry. The NAM arbitration rules and procedures may be found at [www.namadr.com](http://www.namadr.com).** Tenant understands that Tenant is entitled to a judicial adjudication of disputes with the Owner with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Tenant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of

entering into this addendum. If Owner chooses arbitration, Tenant shall not have the right to litigate such claim or lawsuit in court or to have a jury trial. Tenant is also giving up Tenant's right to participate in a class action or other collective action lawsuit or arbitration.

39. **WAIVER:** 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 Tenant.

40. **ELECTRONIC SIGNATURE:** Tenant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect, and enforceability as if it were made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Agreement as if Tenant signed this Agreement in writing. Tenant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e- signature or any resulting agreement between Tenant and Owner. Additionally, Tenant certifies that he/she is age 18 or above.

41. **MISCELLANEOUS:** Time is of the essence of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, or remedies given or granted to Owner by law are cumulative and no one of them is exclusive of another. If any provision of this Agreement is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.

**AGREEMENT READ, COPY RECEIVED, AND INCORPORATION OF PROVISIONS ON ALL PAGES:**

Tenant acknowledges that he/she has read, is familiar with, and agrees to (a) all of the terms and conditions of this Agreement, and (b) the provisions printed on all pages of this Agreement, and Owner and Tenant agree that all such provisions constitute a material part of this Agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. Tenant acknowledges receipt of a true and exact copy of this Agreement and of the rules and regulations of this Facility.

**WITNESS WHEREOF, OWNER AND TENANT HERBY EXECUTE THIS AGREEMENT ON THE RENTAL AGREEMENT DATE LISTED ABOVE.**

Association Manager  
Job Title (If Business Tenant)

Joshua Knight  
Tenant"

Joshua Knight

Agent" for Storage Sense - Lake Nona