

**American Mini Storage Rental Agreement**  
**450 Distribution Drive, Melbourne, FL 32904**  
**321-768-7800**

This rental agreement is executed at the place and on the date indicated herein, between American Mini Storage(hereinafter "Owner"), and " \_\_\_\_\_ " (here in after "Tenant") as evidenced by their signature below, and is made subject to the terms and conditions set forth below in this Rental Agreement. In consideration of the covenants, conditions and agreements contained herein, Owner does hereby Lease to Tenant and Tenant hereby Leases from Owner the herein described "Storage Space".

**1. Tenant Information**

Tenant Name _____	Transaction Date _____
Address _____	Storage Space # _____
City, State & Zip _____	Approx. Size _____
Home Phone _____ Business Phone _____	Cylinder Lock # _____
Social Security Number _____	Monthly Rent \$ _____
Drivers License Number & State _____	Misc. Purchase \$ _____
Authorized Access _____	Sales Tax \$ _____
Emergency Contact _____ Contact Phone _____	Security Deposit \$ _____
	Admin. Fee \$ _____
Gate Access Code: _____	Total Received \$ _____

Rent is due on the 1st day of each month. An invoice will not be sent unless requested.

Rent Due \$ \_\_\_\_\_ Monthly + Sales Tax \$ \_\_\_\_\_.

Total Monthly Rent Amount \_\_\_\_\_.

Late charges: Beginning on 6th of month + Denied Gate Access  
6th day \$10, 21st day \$10, 30th day \$10, 45th day \$10.

Make all checks payable to  
"American Mini Storage" Mail or  
Deliver to: 450 Distribution Drive  
Melbourne, FL 32904

NOTICE TO TENANT; DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT ALL AND UNDERSTAND THE TERMS HEREIN. KEEP A COPY TO PROTECT YOUR LEGAL RIGHT. TENANT HEREBY ACKNOWLEDGES BY SIGNING AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS IN AGREEMENT.

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_

**2. Terms** Rental Agreement shall commence on the date of the execution of this Agreement and shall continue from the first day of the month immediately following, on a month to month basis.

**3. Rent** The Rent is the sum of \$ \_\_\_\_\_ + tax per month, payable on the first (1st) day of every calendar month to Owner or Owner's designated agent. If rent is not paid by the fifth (5th) day following the date due, tenant agrees to pay a late charge of \$10 plus any additional late notice fees posted above. Tenant agrees to pay a \$20 charge for each RETURNED CHECK. Partial payment of rent does not waive or void the legal effect of prior notices given to Tenant unless expressly agreed to in writing by Owner. Owner reserves the right to refuse payment by check. Rental Agreement shall terminate unless it is renewed each month by Tenant paying the owner the monthly rental when due or in advance. Any additional charges shall be payable concurrently with the rent payment. In the event of a seizure under paragraph 12 hereof, it is understood and agreed that the liability of Tenant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment full or termination of this Agreement, whichever occurs first in time. It is further agreed that Tenant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this Agreement, expenses incurred of the sale and or disposition of the property, attorney's fee and court costs incurred by the Owner in the enforcement of this Agreement and any costs of repair. In the event of a sale or other disposition as provided below, it is agreed that the date of such sale shall constitute the date of termination of this Agreement.

**4. Late Rent/Lock Out** In addition to, but not in limitation of, all remedies available to Owner, the laws out of the Florida Self-Service Storage Facilities ACT 83.801-83.809 gives the Owner a lien upon all personal property, whether or not owned by the tenant, located at the self-storage facility for rent, labor charges, or other charges. Upon the Tenants failure to pay the rent by midnight (12:00 AM) on the day the rent is overdue, access to the property will be gained only by registration with the manager inside the rental office during normal office hours. The Owner shall have the right to place a lock on the door of the storage space after the 5th day of the rental period, if the rent has not been received. The lock shall be removed only during office hours of the storage facility. A fee will be charged for each late notice sent.

**5. Fees** Concurrently, with the execution of this Rental Agreement, Tenant shall pay to Owner \$10 as a nonrefundable new account Administration Fee. Additionally, a refundable Security Deposit in the amount of \$20 (Dry Storage Units only) to be paid to Owner. Deposit shall be returned to Tenant within five (5) business days after termination of this Rental Agreement and satisfaction of the following terms: 1) Storage space is left "Broom Clean"; 2) Tenant provides Owner 10 day advance notice of planned departure; 3) Tenant returns to Owner "Cylinder Lock and 2 keys", which were provided by Owner upon execution of this Rental Agreement (Dry Storage Units only).

**6. Renewal** Owner reserves the right not to extend or renew this Agreement for any cause whatsoever, and Tenant agrees to vacate upon termination or upon failure to comply with or breach any of the terms, conditions or covenants of this Agreement.

**7. Holding Over** Unless ten (10) days prior to the end of the initial terms of this Agreement, or any extension or renewal of this agreement, either of the parties gives the other party notice of his intention to terminate this agreement at the end of the paid term, this Agreement shall be construed as a tenancy in sufferance at the rental and at the same terms and conditions herein specified. TENANT AGREES TO GIVE TEN (10) DAYS WRITTEN NOTICE PRIOR TO MOVEOUT, AND HE AGREES THAT FAILURE TO GIVE SUCH NOTICES WILL ALLOW OWNER TO ANY DAMAGES AND CHARGES TO WHICH OWNER MAY BE ENTITLED.

**8. Use & Occupancy** The space shall not be used for any unlawful purpose and will be kept in good condition. No property shall be stored at the facility unless the Tenant legally has the right to have that property in his possession. Owner is *not* engaged in the business of storing goods for hire and no bailment is created under this Agreement. Owner exercises neither care, custody nor control over Tenant's stored property. Tenant agrees not to store property with a value in excess of \$5,000 without written permission of Owner. If such written permission is not obtained, the value of Tenant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Tenant's stored property has any value, nor shall anything alter the release of Owner's liability set forth in paragraph 9. Tenant may from time to time during this duration of this Agreement place on or in the leased space personal or commercial properties, but the Owner is under no duty to maintain any inventory or any other records of contents so placed. The storage of welding, flammable, chemical, odorous, explosive or other inherently dangerous materials is prohibited. Tenants shall not store any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary and Police Departments. Tenant acknowledges that the space may be used for storage only and, is not to be used for the conduct of business. Human or animal habitation is specifically prohibited. The space may not be used for temporary or permanent residential purposes, or for the operation of a business (other than the storage of business related materials). Owner shall have the right at any time to remove from the space and dispose of any materials which cause a violation of this paragraph.

**9. Insurance** 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 stored property. Insurance 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 risk of loss to store property that would be covered by such insurance. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Owner, Owner's agents or employees.

**10. Release of Owner's Liability** All personal property stored within or on the rented premises by Tenant shall be at Tenant's sole risk. Owner and Owner's agents shall not be liable to Tenant for any damage to, or loss of, any personal property while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, Acts of God, or the active or passive acts or omissions or negligence of Owner or Owner's agents.

**11. Liens** In addition to any liens and remedies provided by law to secure and collect rent and cumulative therewith, Owner is hereby given a Contractual Landlord's Lien upon all property, now or at any time hereafter, stored in or on the space or at the facility to secure the timely performance of this Agreement by Tenant and secure the payment of all rents, charges and costs incident to Tenant's default. Furthermore, Owner has a Lien on all property in a self-service storage facility for the payment of rents or other charges that are due and unpaid by the Tenant: Pursuant to the Florida Self-Service Storage Facilities ACT 83.801-83.809

**12. Default** Time is of the essence in the performance of this Agreement and in the payment of each and every installment or rent and charges to be paid. If any rent or charge shall be due and unpaid, or if Tenant shall refuse to perform any of the covenants, conditions or terms of this Agreement, tenant shall be conclusively deemed in default of the performance of this Agreement. In case of default, at his option, and without prejudice to any other remedies, Owner may:

A. Terminate the Rental Agreement or

B. Seize and sell the property against which a lien has attached under paragraph 11 hereof in accordance with a judgment by court of competent jurisdiction that forecloses the lien and orders the sale of property or

C. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN ATTACHED UNDER FLORIDA SELF-SERVICE FACILITY ACT 83.801 THROUGH 83.809 IN ACCORDANCE WITH THE PROVISIONS OF SAID CHAPTER WHICH PROVIDE THAT SAID PROPERTY WILL BE FOR SALE BY NEWSPAPER PUBLICATION OR BY POSTING AND SOLD AT PUBLIC SALE TO THE HIGHEST BIDDER AT THE SELF STORAGE FACILITY OR A REASONABLE NEARBY PUBLIC PLACE FOLLOWING WRITTEN NOTICE OF OWNER'S CLAIM BEING DELIVERED TO TENANT, AND DEFAULT HAS CONTINUED UNTIL THE 15TH DAY AFTER THE DAY ON WHICH THE FIRST NOTICE OF SALE WAS PUBLISHED OR POSTED. **\*\*\*Explanation: Your goods may be sold if your rent is delinquent\*\*\***

**13. Breach of Covenant** A breach of any of the covenants or conditions of this Agreement by the Tenant shall, at the option of the Owner, terminate this agreement and at which time said Agreement shall become null and void without notice to the Tenant. In such event, Owner shall give notice to Tenant to remove its possessions pursuant to Paragraph 14.

**14. Termination** Upon termination of this Rental Agreement, tenant shall remove all Tenant's personal property from the space unless such property is subject to Owner's lien rights as referenced in paragraph 11 and shall immediately deliver possession of the space to Owner in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear & tear excepted. Failure to remove its property within fifteen (15) days after receipt of notice of termination by either party shall be an abandonment of Tenant's property in space, in which case Owner may dispose of the property in any manner.

**15. Change of Terms** All terms of this Agreement including without limitation, monthly rent, condition of occupancy, and changes 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 Owner TEN (10) days prior written notice to terminate. If the tenant does not give such notice, the change shall become effective and apply to his/her occupancy.

**16. Indemnify & Hold Harmless** The Tenant agrees to indemnify and hold harmless the Owner from any and all costs, disbursements, expenses (including attorney's and paralegal's fees) demands, claims, actions, or causes of action arising directly or indirectly from this Agreement or any renewal of extension thereof.

**17. Subletting or Assignment** No subletting of the space or any portion thereof or assignment of this Agreement may be made by Tenant without having written permission of Owner in advance.

**18. Warranties** TENANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND CORRECT AT THE TIME OF THE EXECUTION.

**19. Severability** If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

**20. Succession** All of the provisions hereof shall apply to, bind and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**21. Florida 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 of Florida.

**22. Disclaimer** The agents and employees of Owner are not authorized to make warranties about the space, premises, and facility referred to in Agreement. Owner's agents and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANT ABILITY, AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED, for this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Tenant has been given opportunity to inspect this space, premises, and facility, and that Tenant accepts such leased space, premises and facility AS IS and WITH ALL FAULTS.

**23. Entire Agreement** Except as provided for in paragraph 24, this Agreement constitutes the sole and only Agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, or unless such terms are modified pursuant to the provisions of Paragraph 15 above.

**24. Rules & Regulations** The Rules & Regulations posted in a conspicuous place at the facility are made a part of this Rental Agreement and Tenant shall comply at all times with such Rules & Regulations. Owner shall have the right from time to time to promulgate amendments and additional Rules & Regulations for safety, care, and cleanliness of the facility and upon posting of any such amendments or additions in a conspicuous place at the facility, they shall become a part of this Rental Agreement.

**25. Alterations, Signs & Waste** Tenant shall not suffer to be made any alterations of the space or facility nor post any sign without express written consent of the Owner. Tenant shall not commit nor suffer to be committed any waste in or on the space or at the facility.

**26. Attorney's fees** In the event any action be instituted or in the proceedings taken to enforce a term, covenant or condition herein contained or to recover any rent or charge due or recover possession of the space or facility for any default or breach of this Rental Agreement by Tenant, Tenant agrees to and shall pay Owner's reasonable attorney's or paralegal's fees, costs, and expenses.

**27. Change of Address** IT SHALL BE THE DUTY OF THE TENANT TO FURNISH THE OWNER NOTIFICATION, IN WRITING BY CERTIFIED MAIL, TO OWNER'S ADDRESS PROVIDED HEREIN OF ANY CHANGE OF ADDRESS OR PHONE NUMBER. ALL NOTICES TO TENANT SHALL BE AT THE ADDRESS PROVIDED HEREIN TO OWNER, UNLESS TENANT CHANGES ITS ADDRESS AS PROVIDED HEREIN. ALL NOTICES TO THE OWNER SHALL BE TO THE OFFICE OF OWNER LOCATED AT THE FACILITY WHERE THE TENANT'S SPACE IS LOCATED.

**28. Lock** Owner shall provide to each Tenant of a Dry Storage Unit, on (1) Cylinder Lock & two (2) keys (accountable by ID#) FREE OF CHARGE for use on Tenant's space. The Cylinder Lock and two (2) keys must be returned to Owner upon termination of Rental Agreement. Failure to do so, shall cause tenant to surrender their Security Deposit in full. Each space allows for the use of an additional padlock, and Owner recommends that all Tenants avail themselves of the additional security provided by the extra padlock.

**29. Abandonment** In the absence of written notice to Owner to the contrary, if all property is removed from the space for ten (10) consecutive days and if the Tenant has failed to make his monthly payment before the due date, or if the Tenant has removed his lock from the storage space, the tenant shall be deemed to have abandoned the premises.

**30. Special Conditions** There are NO special conditions OTHER THAN those listed here: \_\_\_\_\_

## Rules and Regulations

American Mini Storage Rental Agreement  
450 Distribution Drive, Melbourne, FL 32904  
321-768-7800

To: All Tenants  
From: Owner  
Date: May 1, 2003  
Addendum to Rental Agreement

### Office Hours:

Monday-Friday 9AM-5PM

Saturday 10AM-2PM

Sunday CLOSED

Major Holidays CLOSED

Gate Hours: Open Seven Days a Week 7 AM-7PM

1. No refunds for partial month's rent. Refunds will be granted on pre-pad full month(s) with 10 day written notice.
2. Move-Outs before the 5th of the month may pay a pro-rated rent. After the 5th, pay full month's rent.
3. No open flames, sanding or spray painting allowed anywhere on premises.
4. Store no gasoline, explosives or other hazardous materials/waste, illegal substances, food in units.
5. ABSOLUTELY NO ALCOHOL OR DRUGS ON PROPERTY
6. YOU ARE RESPONSIBLE FOR YOUR GOODS. All outside units must be locked with cylinder lock at all times. Use a 2nd padlock for additional security. Management recommends Disc locks on A/C units.
7. Tenant is responsible for insuring their contents. Management will provide insurance info on policies.
8. CHANGE OF ADDRESS IN WRITING. Report any change of address or phone number to the office.
9. VACATE POLICY. When planning to vacate, you must provide Management ten (10) days written notice, prior to move-out. Upon move-out, removed all items from unit and leave space broom clean. Cylinder lock and 2 keys (outside units) must be returned to Manager to receive Security Deposit return.
10. Tenant is responsible for removal of their trash. Dumpster is for small items only. Boxes must be broken down. PLEASE DO NOT ABUSE. Please check with Manager if in doubt.
11. For your own safety, use care when storing items in your unit. Do not stack boxes/items too high.
12. NO animals allowed on premises. We use pest control that may be harmful to their health.
13. Only cash, credit card or money-order accepted for payment of pre-lien & lien accounts. Same applies on all returned checks.
14. All provisions of the Rental Agreement, of which these Rules & Regulations are a part, apply to your occupancy and use of your storage space & your access to American Mini Storage. Violation or noncompliance will result in immediate eviction. I understand and agree to adhere to the Contract & Rules and Regulations presented to me.