

Merkle Enterprises, LLC dba

Stow Away Center

Mini Self Storage * Gated Boat/RV Storage

2669 Spring Creek Hwy, Crawfordville, FL 32327

Ph: 850-926-5725 * fax: 926-5726 * stowaway@comcast.net

LEASE AGREEMENT (Page 1 of 3)

LEASE BEGINNING DATE: _____ UNIT#: _____ TYPE: _____

BETWEEN: **Merkle Enterprises, LLC dba STOW AWAY CENTER** (herein after called "Landlord") and _____ (Tenant)

TENANT ADDRESS: _____

E MAIL ADDRESS: _____

HOME PH: _____ CELL PH: _____ WORK: _____

EMPLOYED BY: _____

AUTO: _____ MAKE: _____ TAG: _____ STATE: _____

DRIVERS LICENSE#: _____ STATE: _____

TERM OF AGREEMENT: **Month-to-month, with 15 days written notice-to-vacate**
Minimum one month rental required. Tenant's failure to vacate the unit and remove their lock by the last day of the month automatically renews this lease for one month. There will be no prorated rent refunds in the event the unit is vacated before the last day of the month. If the unit is vacated on or after the first day of the month, a full month's rent is due.

RATE: \$ _____ plus sales tax \$ _____ = \$ _____ TOTAL MONTHLY PAYMENT

FIRST MONTH'S PRO RATE (IF APPLICABLE) \$ _____ + TAX \$ _____ = \$ _____

DEPOSIT: **\$(Half Mo)** refundable deposit, provided that: Landlord has received all monies owed; minimum of 15 days written notice-to-vacate; the unit is left empty and free of all debris (broom cleaned); and all lease terms and conditions are satisfied.

DESCRIPTION & VALUE OF GOODS STORED: _____

Landlord, in consideration of the covenants of the tenant herein made does hereby lease and demise unto said tenant, and tenant hereby agrees to take and lease from landlord the unit as noted above in the mini self storage facility owned and leased by landlord at the intersection of Hwy. 98 & St. Rd. 365, Wakulla County, Florida.

IN WITNESS WHEREOF the parties have executed this lease on the date noted below

TENANT SIGNATURE: _____ DATE: _____

LANDLORD (or agent of): _____ DATE: _____

THE PARTIES AGREE TO THE FOLLOWING:

1. Tenant agrees that **rent is due and payable on the 1st day of every month** without exception or offset. Rent is to be made payable to: Stow Away Center. **A late fee of \$25.00 shall be added should rent not be received by the 10th of the month – no exceptions (allow time, if mailed, to be delivered by the due date).** **MANAGEMENT DOES NOT SEND OUT MONTHLY BILLINGS, however, if you provide an email address, we will try to send reminders!**
2. In addition, but not in limitation of, all remedies available to the landlord, the laws of the Florida Statutes 83.801-83-809 gives the landlord a lien upon all personal property, whether or not owned by the tenant, located at the Mini Self Storage facility for rent, labor and/or other charges. Upon tenant's failure to pay the rent when it becomes due, the landlord may, without notice, after 10 days from the date the rent is due, deny the tenant access to the personal property located in the rental unit or the gated area. **The landlord shall have the right to place a lock on the door, or change the code for the gate access to the Boat/RV area, on or after the 10th of the rental period, if the rent and any fees have not been received.** The overlock (or code change) placed by the landlord shall serve as notification that the rent is due and not paid according to the landlords records. The overlock shall be removed only during office hours of the facility after full payment of all past due amounts to include late fees and any other fees owed.
3. If any rental payment is made by tenant delivering to landlord a check, and that check is dishonored by the bank on which it is drawn for any reason whatsoever, including but not limited to, non sufficient funds, closed account or improper signature, the tenant shall within 3 days of notification deliver to the landlord the rent payment to which the dishonored check pertained. Said payment to be made in cash or certified funds only and shall include a **“bad check” fee in the amount of \$35.00** together with any assessed late and/or lock out fees. Landlord reserves the right to stop accepting checks from tenant and require payments to be made in cash or certified funds only.
4. In the absence of written notice to the landlord to the contrary, if all property is removed from the rental unit for 5 consecutive days and if the tenant has failed to pay rent before the due date, or if the tenant has removed his lock from the unit, the tenant shall be deemed to have abandoned the premises. However, does not relieve the tenant of financial responsibility if monies are owed for rent, clean out or any other fees.
5. In addition to all remedies available to the landlord at law, all of which remedies together with the remedies set forth in this Agreement will be cumulative. Landlord, upon breach of any condition of this agreement, may deny tenant access to the rental unit that is the subject of this Agreement. If tenant has been in default continuously for 15 days, landlord may enforce its lien in compliance with Florida Statutes Section 83.801-83.809
6. Tenant will make no alterations or additions to the leased unit and tenant shall have no power to subject the premises to any mechanics lien. Landlord shall have the right to compel tenant, at tenant's sole expense, to remove any alterations or fixtures, and return the unit to their condition at the time this agreement was commenced.
7. Landlord will have at all times the right to enter the units. Further, tenant grants landlord the right to remove any lock or other security device of tenant securing the unit without notice to tenant, if tenant is in default under this agreement. Tenant agrees that the landlord will not be responsible for any loss, theft or damage to any of tenants good which may occur after tenants lock or security device was removed.
8. Tenant acknowledges that **landlord does not have insurance covering tenant of tenant's stored property.** Tenant, at tenant's expense, shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief for at least 100% of the replacement value.
9. Tenant agrees that landlord is not an insurer and it is not the intention of the parties hereto that the landlord assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of it's duties under this agreement, or for any loss or damage sustained through burglary, theft, fire, water damage, rodents, acts of God, or the active or passive acts or omissions of landlord or it's agents. Said parties agree that landlord does not accept tenant's goods or property for storage and is not liable in any manner for the safe keeping or condition of the same, nor is landlord responsible therefore as a warehouseman. **Landlord will not be held liable in any way for any damage to the goods stored in the unit rented herein for any reason whatsoever** or for any damage caused by the negligence of the landlord, other tenants or third party whether caused by the acts of those parties or the failure to act which may be

- claimed to have caused the loss or damage to the tenant. Further, **landlord shall not have liability for personal injury to tenant, tenant's agents, employees, invitees or any members of the public visiting tenant**, and tenant agrees to hold landlord harmless for such claims against landlord, including attorney's fees.
10. Any and all taxes fees and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, personal property taxes, or any other taxes which may be levied or assessed on the goods to be stored under this agreement, or that may be deemed to be due because of this agreement, or that is assessed by any duly constituted local, city, county, state, federal, or other governmental authority shall be borne and paid for by tenant.
 11. Tenant agrees that the unit that is the subject of this agreement is now in good condition and suitable for the purpose for which it is leased.
 12. Tenant shall keep his premises clean, both inside and outside the building at all times and shall provide his own portable fire extinguisher protection in compliance with the occupational safety and health factor of 1970, or any similar law. Tenant shall not erect any signs or other appurtenances on the leased property, and shall be responsible for his own trash and garbage removal.
 13. The landlord has a lien on all property stored in the tenants space for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation of reasonably incurred in its sale or other disposition pursuant to this agreement personal property stored in tenants space will be sold or otherwise disposed of if no payment has been received for a continuous 5 day period after default. If any monthly payment is not received by the 10th day of the month or if any check given in payment is dishonored, that tenant is in default from the date payment was due. The landlord's lien is superior to any other lien or security interest except those which are perfected and recorded prior to the date of this agreement. The landlord's lien attaches as of the date the property is brought to the self storage unit.
 14. Tenant will be responsible for the payment of landlord's reasonable attorney fees if landlord engages or retains one, with respect to the enforcement of this agreement or make any collection of any sums due whether or not it is necessary to file legal proceedings for such enforcement or collection; and all costs and expenses of the same.
 15. The making, execution and delivery of this agreement by the tenant have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral in effect between the parties, relating to the subject matter hereof.
 16. **TERM OF AGREEMENT: Month-to-month, with 15 days written notice-to-vacate. Minimum one month rental required. Tenant's failure to vacate the unit and remove their lock by the last day of the month automatically renews this lease for one month. The will be no prorated rent refunds in the event the unit is vacated before the last day of the month. If the unit is vacated on or after the first day of the month, a full month's rent is due.**
 17. No public sales shall be permitted on the property. Furthermore, the sale of any item in the gated area shall be at the risk, discretion and the strict supervision of the lessee. All potential buyers will be escorted in and out of that area by the lessee only. Please do not ask management to be available to show, gain access to and/or escort potential buyers in or out of that area. **Never give out your gate code!**
 18. Storing combustible or toxic materials or illegal substances in storage unit is prohibited!!!!

It is strongly recommended that the tenant check their rental unit frequently in an effort to protect their own property.

Tenant's Initials _____