

Handy Storage Plantation - Lease

Handy Storage Twelve
8910 Cleary Boulevard
Plantation, FL 33324
954-314-0371 • hs12@handystorage.com

Contract #
Rental Agreement Date 03/29/2024
Unit #
Approx. Size

Monthly Rate Charge: \$ +\$ tax

Paid Thru Date: of the month
Monthly Invoice Election: ☐yes☐no

OCCUPANT INFORMATION

Occupant Name:
Address:

Occupant Date of Birth:
Occupant or Occupant's Spouse(Sign One)

Phone: (H)

(C)

is or is NOT
an active service member in the US Military.
IF yes, Branch:

Driver's License Number:

SUMMARY OF MOVE-IN CHARGES

Date	Quantity	Description	Amount	Tax	Total
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Account Paid Thru Date: of the month

Total Due at Move-in: \$

Lien Information: Tenant attests that all of the personal property in its space is free and clear of all liens and secured interest except as follows:

Property	Lien Holder	Address & Phone of Lien holder	Amount of Lien
-	-	-	-
-	-	-	-

General Description of property stored (attach a separate page if necessary):

RENTAL AGREEMENT



This rental agreement is entered into between Handy Storage Thirteen, hereinafter referred to as "Owner" and , hereinafter referred to as "Tenant." In consideration of all the terms and conditions herein, Owner does hereby lease to Tenant storage space # (hereinafter "Space" or "Premises"). THE RULES AND REGULATIONS POSTED AT THE PREMISES ARE BY REFERENCE MADE PART OF THIS AGREEMENT, which rules and regulations may be modified by Owner to assist with the operation, safety, and cleanliness of the Premises. The Premises is operated in accordance with the state and local laws governing self storage facilities, which are herein incorporated by reference.

1. **TERM:** Owner agrees to lease the above-referenced space to Tenant for a term of one (1) months beginning . Should Tenant hold over and retain possession of said space after the expiration of this lease, its occupancy of said space shall be as a tenant from month to month with Owner's consent, at the prevailing rental rate. All terms and conditions of this Agreement shall continue in full force and effect so long as Tenant retains possession of said space.
2. **RENT:** The Tenant agrees to pay the Owner, for the use of the space, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the anniversary date of each month and a like amount for each month thereafter, until the termination of this agreement. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO TENANT UNLESS ELECTED ABOVE. If Tenant elects to receive monthly billing statements a monthly service charge of \$2.00 shall be added to the Tenants account. If any monthly installment is not paid within five days of the anniversary date, or if any check in payment is dishonored, Tenant shall be deemed to be in default. **Default can also be the Tenant's failure to perform any terms or conditions of this Rental Agreement or Tenant's breach of the peace. In the event of Tenant's default, Owner may, without notice, deny the Tenant access to the property located in the self storage facility. Owner may, after a five day period, over lock and place a different padlock on the rented premises over which only the Owner and his agents have control. Tenant's property will be sold at public auction if Tenant fails to pay all sums due to Owner to cure its default. Tenant agrees and understands that partial payments made to cure a default for non -payment of rent will not delay or stop the Owner's enforcement of lien and sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment on Tenant's account prior to the published auction date will stop the scheduled sale of the property. Rental payments and other charges can be made by cash, check, traveler's checks and credit card. Owner reserves the right, especially when Tenant is in default, to refuse payment by check or credit card unless bank check or certified check is presented. All payments made by check should be payable to. No refunds are given for rent or fees already paid, including future month's rent.**
3. **OTHER CHARGES:** The onetime, Non-Refundable administration fee of \$ is required for each unit rented. **If any monthly installment is not received before five (5) days of the Paid Thru Date, Tenant shall pay to Owner a late charge of \$20, said late charge to be immediately due and payable without demand from Owner. If any monthly installment is not received before twenty**



(20) days of the Paid Thru Date, Tenant shall pay to Owner an additional late charge of \$20, said late charge to be immediately due and payable without demand from Owner. If any check is dishonored for any reason, said late charge shall be due and payable in addition to a return check charge of \$. If Tenant's property is processed for sale at public auction, Tenant shall be responsible for a minimum public auction-processing fee of \$60. Use of electricity at the facility, and/or use of the waste facilities are strictly prohibited and if found using the properties electricity or waste facilities you will be charged a fee in accordance with such usage. All late fees are a service charge. Partial payments will not be accepted, however, if a partial payment is accepted it will be at the sole discretion of the Owner and if accepted it will first be applied to fees and service charges, then to monthly Rental Charges and tax.

4. **ACCESS:** Tenant and tenants authorized access persons shall have access to the Space and Premises only during such hours and days as are regularly posted at the Premises, which are subject to change by Owner. It is the Tenant's sole responsibility as to those persons who are given access to the Tenants Space.
5. **USE AND COMPLIANCE WITH LAW:** The space named herein is to be used by the Tenant solely for the purpose of storing any personal property belonging to the Tenant. The Tenant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous pollutant materials or any other goods in the space that would cause danger or nuisance to the space of facility. The Tenant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Tenant agrees not to commit waste, nor to create a nuisance, nor alter or affix signs on the space, and will keep the space in good condition during the term of the Agreement. The Tenant shall not store in the space and property to which any other person or business has right, title, or interest. The use of electricity in the space is strictly prohibited unless agreed upon in writing with Owner. The Tenant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Tenant. There shall be **NO HABITABLE OCCUPANCY** of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate **TERMINATION** of the Agreement. Food products, both perishable and non-perishable, are prohibited from being stored in any space without written authorization from Handy Storage.
6. **LIMITATION OF VALUE:** Tenant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Owner has given permission in writing for Tenant to store property exceeding \$5,000 in value and Tenant has provided proof of insurance to Owner to cover the value of the stored property. Tenant agrees that the maximum liability of Owner to Tenant for any claim or suit by 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. Nothing in this section shall be deemed to create any liability on the part of Owner to Tenant for any loss or damage to Tenant's property, regardless of cause.
7. **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 leased 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. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

8. **INSURANCE:** Tenant, at Tenant's expense, shall secure its own insurance of at least 100% of the actual cash value of all property stored in the space to protect itself and its property against all perils of whatsoever nature. Insurance on Tenant's property is a material condition of this Agreement. Tenant's failure to carry insurance is a breach of this Agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. **TENANT'S PERSONAL PROPERTY STORED IN THE SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE.** 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 or damage of any kind or from any cause.
9. **INDEMNIFICATION OF OWNER:** Tenant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from Tenant's lease of the space on the facility or from any activity, work or thing done, permitted or suffered by Tenant in or on the space or about the facility. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space and store it at the Tenant's sole cost and expenses without liability 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 such removal and storage. Should any of Owner's employees perform any services for Tenant at Tenant's request, such employee shall be deemed to be the agent of the Tenant regardless of whether payment for such services is made or not, and Tenant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Tenant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person in any of such circumstances.
10. **PERSONAL INJURY:** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Tenant or Tenant's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from Tenant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.
11. **BANKRUPTCY:** Tenant's bankruptcy shall constitute an act of default and Owner shall have the right to terminate this agreement and require Tenant to remove its personal property from the



Premises.

12. **OWNER'S LIEN:** OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF STORAGE FACILITY ACT" SET FORTH IN SECTIONS 83.801- 83.809 OF THE FLORIDA STATUTES, THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE.
13. **TENANT'S LIABILITY:** In the event of a foreclosure, 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 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. Tenant is responsible for any reasonable attorneys or collections fees incurred to collect the outstanding debt. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner. Tenant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.**
14. **CONDITION AND ALTERATION OF PREMISES:** Tenant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Tenant, Tenant's invitees, licensees and guests. Tenant shall make no alterations or improvements to the space without prior written consent of Owner. Should Tenant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the space to its prior condition shall be borne by Tenant. Tenant shall notify Owner immediately of any damage or defect to the space.
15. **TERMINATION:** **This Agreement shall continue from month to month unless Tenant or Owner delivers to the other party a written notice of its intentions to terminate the agreement ten (10) days prior to the end of the then current rental period. Upon termination of this Agreement, Tenant shall remove all personal property from the space and shall deliver possession of the space to the Owner. If Tenant fails to fully remove its property from the space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Tenant's unit and remove all property there from without being deemed guilty in any manner of trespassing or conversion. Disposal of any items or goods is strictly prohibited. Violation shall result in reasonable fees being assessed to cover the cost of disposal.**



16. **ABANDONMENT:** This Agreement shall automatically terminate if Tenant abandons space. Tenant shall have abandoned the space if Tenant has removed the contents of the space, and/or has removed Tenant's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for month(s) in which Tenant moves out early shall not be refunded.
17. **OWNER'S RIGHT TO ENTER:** In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Tenant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.
18. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.
19. **WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any 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.
20. **SUCCESSION:** This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.
21. **GOVERNING LAW:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Florida.
22. **WAIVER OF JURY TRIAL:** Owner and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Tenant, or Tenant against Owner on any matter arising out of or in any way connected with this Rental Agreement, Tenant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.
23. **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 warranties about the space, premises, and facility referred to in this 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 the 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES and all other warranties, express or implied, ARE EXCLUDED from 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 an opportunity to inspect, and has inspected this space, premises, and facility and that Tenant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.

24. **RULES AND REGULATIONS:** Tenant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this agreement and incorporated herein.
25. **NOTICE OF CHANGE OF ADDRESS:** Tenant represents and warrants that the information Tenant has supplied in the Rental Agreement is true, accurate and correct and Tenant understands that Owner is relying on Tenant's representations. Tenant agrees to give prompt written notice to Owner 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. Tenant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address or phone numbers shown on the Rental Agreement within five (5) days of said change. Failure by Tenant to notify Owner shall constitute a waiver by Tenant of any defense based on failure to receive any notice.
26. **CHANGES:** The terms of this Agreement such as monthly rental rate, conditions of occupancy including, without limitation, rental rate changes, usage, and other charges or fees 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 after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective and apply to his occupancy.
27. **TENANT'S LOCK:** **Space shall be immediately locked by Tenant upon execution of the agreement.** Only one lock shall be permitted. Tenant shall not provide Owner or Owner's agents with a key and/or combination to Tenant's lock unless deliveries are to be accepted by Owner on Tenant's behalf. In the event Tenant fails to keep such a lock on the Space or Tenant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no 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.
28. **MISCELLANEOUS:** Tenant shall not assign, sublease, or jointly occupy the space or any portion thereof without in each instance obtaining the prior written consent of the Owner. If the Tenant is not an individual, the undersigned warrants that he or she is an authorized agent of Occupant and that the undersigned agrees that he or she will be jointly and severally liable with Tenant of all obligations under the lease, including payment of rent, fees, service charges, and sales tax. No pets or animals, other than service animals, are permitted on the property.
29. **NOTICE TO TENANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY**



UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. TENANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

X



Signature Certificate

Document name: Handy Storage Plantation - Lease

🔒 Unique Document ID: FE875C2E891E99E84F427357671613D76186F239

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

08/12/2021 5:47 am CDT

Audit

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122.186.71.238



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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