

# Diplomat RV & Boat Storage, LLC

Document Date Nov. 6, 2020

2900 Diplomat Parkway E.  
(1/2 Mile West of US Hwy 41)  
Cape Coral, Florida 33909  
Office: 239-458-2200

Gate Hours 6 a.m. to 10 p.m. 7 Days A Week

Security: 239-560-0457

Rental Agent(s): Bruce Brien Norm Beverly

for After Hour Entry Permission  
Please Call Security # Before 8 p.m.

## Items in Green Filled

Put into SpaceControl by Bruce Brien Norm Beverly

[www.diplomatrvboat.com](http://www.diplomatrvboat.com)

## in by Diplomat Staff

Fob Issued on \_\_\_\_-\_\_\_\_

Email: [rent@diplomatrboat.com](mailto:rent@diplomatrboat.com)

If Garage: garage door entry code: \_\_\_\_\_

Circle Type of Space: Asphalt Covered Garage Self-Storage Locker: 5x4 5x5 3x4 CL Rental Rate without Extras: \$\_\_\_\_.00

More Than 1 Item Stored: yes no If yes & add 2<sup>nd</sup> Item Addendum Moved-In Date: \_\_\_\_-\_\_\_\_-202\_\_ Staff ( ) or Tenant ( ) Measured Length: \_\_\_\_' \_\_\_\_"

Assigned Space #: \_\_\_\_\_ Space Length: \_\_\_\_\_' Rate Inc. Elect & Recurring Charges (\$9; \$12; \$15) \$\_\_\_\_.00

**Tenant Information (Items in Blue Only):** Stored Item Lic. Tag: \_\_\_\_\_ Tenant Vehicle Tag: \_\_\_\_\_

Agreement Date: \_\_\_\_-\_\_\_\_-202\_\_ Planned Move-In Date: \_\_\_\_-\_\_\_\_-202\_\_ **IF KNOWN, STORING: Less than 3 Mos or More than 3 Mos.**

**If Date Known, Stored Property Will Be Moved Out On:** \_\_\_\_-\_\_\_\_-202\_\_ circle one of above choices

**VERY IMPORTANT:** Agreement cannot be processed until stored item length and type of space desired is provided on Page 2

**If Married, please list one spouse as Tenant #1 & other spouse as Tenant #2. Account will ONLY BE UNDER TENANT #1 NAME**

**If 2 People unmarried are applying one is to become Tenant 1 and the other person is to be listed as authorized agent on Page 2**

Tenant #1 First: \_\_\_\_\_ M.I.: \_\_\_\_ Last: \_\_\_\_\_ Tenant #2: First: \_\_\_\_\_ Last: \_\_\_\_\_

Company Name: \_\_\_\_\_ Local Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ ZIP: \_\_\_\_\_

How Did You Hear of Diplomat? ( ) Internet ( ) Drove By ( ) Word of Mouth ( ) Trailer Billboard ( ) Boat or RV Dealer ( ) Other

Tenant 1 Cell: \_\_\_\_-\_\_\_\_-\_\_\_\_ Tenant 2 Cell: \_\_\_\_-\_\_\_\_-\_\_\_\_ (Optional) Home Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_

**USE ALL CAPITAL LETTERS IN EMAIL** Tenant #1 Email: \_\_\_\_\_@\_\_\_\_\_

\_\_\_\_\_(initial) I hereby authorize Diplomat RV & Boat Storage, LLC to autopay from the debit or credit card on account for the monthly rent, charges and fees provided for herein. VISA, MasterCard, Discover & American Express Accepted. I understand monthly rent charges will be made automatically on 1<sup>st</sup> day of each month.

**Credit or Debit Card Pre-Payment of 12 months of rent earns 4% discount**

**PLEASE READ CAREFULLY ALL OF BELOW BEFORE INITIALING AT BOTTOM RIGHT:**

**Initial Move-in Payment consists of:** Rent for month you move in to be pro-rated if less than a full month, i.e., begin renting on Jan. 14<sup>th</sup> then 18 days of January will be collected PLUS pro-rated portion of Recurring Additional Monthly Fees (i.e., Electric Access Fee of \$15). There is a \$9.00 recurring monthly fee for Asphalt Plus Tenants (ASPHALT PLUS TENANCY gives unlimited use of washbay) & a \$25.00 Administrative Fee (no tax). Administrative fee shall NOT be charged each time Tenant moves in **UNLESS THERE IS more than a 1-year break in tenancy.** 1 Key Fob or Access Card is free. Additional fobs or cards are \$9.00. Optional Gate Remote or Garage Door Remote are \$3.75 monthly charge (a \$60.00 charge if lost). 6.0% Rental Tax is collected based on total payment. If renting on the 15<sup>th</sup> day of a month or later then the balance of that "move in" month PLUS 1 full additional month is charged. Minimum rental charged is 1 month, i.e., storing for 2 weeks carries 1-month rental fee. Pmts. by check or cash are not allowed...only by credit or debit card.

**Move out month is conditionally prorated:** Tenant, to earn proration (only if moving out during the first 15 days of a month) & **MUST SEND OWNER MOVE OUT NOTICE BY EMAIL ON THE DAY AND ONLY ON THE DAY TENANT VACATES (moves out) OF SPACE. TENANT ALSO MUST RETURN FOB(S) OR ACCESS CARD to Owner. The later date both actions occurring shall be the proration date. Example: Email arrives June 14<sup>th</sup> but fob not returned until June 20<sup>th</sup>...proration is from the 20<sup>th</sup>.** Proration only allowed for tenants who have stored at least 3 full months. If moving out after the 15<sup>th</sup> day of month no proration is given. Prepaying one year to secure 4% discount does not allow move out month proration during prepaid period. There is no move out month proration of self-storage, empty boat trailers or boat locker spaces. If credit or debit card, in SpaceControl Accounting Software, does not allow charge of days item actually stored at facility during move out month **NO PRORATION SHALL BE GRANTED.** We shall not involve our staff in attempting to secure a viable credit or debit card after tenant moves out to effect proration.

**PLEASE NOTE: 4 Feet on Open Air Uncovered Asphalt AND on Interior Canopy Covered Spaces Are Added** to Stored Item Length to Produce Rental Space Length including 4' safety zone. Example: 20' Boat Trailer (20' counting trailer tongue & outboard motor) is charged for a 24' space.

**POSITIONING RULES FOR ALL SPACES: Stored item MUST BE POSITIONED 1' FROM YELLOW LINE AT FRONT OF SPACE; this will leave a minimum of 3' safety space in rear of space.** If Tenant parks stored item outside of assigned rental space Owner's staff will reposition item, if possible, and a \$35.00 labor fee shall be charged to account. If not able to be repositioned you will be asked to do so & \$35.00 fee shall still be charged to the account.

**NO TAILGATING through entrance gate** (\$25.00 fine for the first violation and \$100.00 fine for any subsequent violations).

**Rental Rate Increases, IF DECLARED, occurs Oct. 1<sup>st</sup> of each year.** A notice of increase, if declared, shall be posted in office before Sept. 1<sup>st</sup> of each year.

**Empty Boat Trailer rates MAY BE discontinued, or rates notably increased at any time without notice beginning November 1, 2020 even in cases where Tenant moved in 2 weeks before discontinuation or increase in rate. Please govern yourself accordingly.**

**Tenant Initials:** \_\_\_\_\_

**Authorized Agent(s):** Your Property's Security Is Our Highest Priority! Just as we strictly enforce **NO TAILGATING** through entrance gate (\$25.00 fine for the first violation and \$100.00 fine for any subsequent violations), we also want to insure only authorized people act on your behalf. Therefore, Tenant hereby authorizes the following person(s) to act as an agent on Tenant's account, to access the storage space, to authorize charges and to remove stored property from premises:

The Following Spaces Are for Authorized Agents Only. DO NOT LIST Tenant 1 or Tenant 2

If Authorized Agent's phone number is not cell phone please indicate by check mark

Name: \_\_\_\_\_ Relation to Tenant: \_\_\_\_\_ Cell: \_\_\_\_-\_\_\_\_-\_\_\_\_\_ ( ) Not A Cell

Name: \_\_\_\_\_ Relation to Tenant: \_\_\_\_\_ Cell: \_\_\_\_-\_\_\_\_-\_\_\_\_\_ ( ) Not A Cell

Name: \_\_\_\_\_ Relation to Tenant: \_\_\_\_\_ Cell: \_\_\_\_-\_\_\_\_-\_\_\_\_\_ ( ) Not A Cell

**Payments by cash or check are NOT ACCEPTED.** Payments by Credit or Debit Card only are accepted. Tenant agrees to monitor *Diplomat* account obligations and take necessary action to ensure that the monthly payment amount required to pay invoice is made by card on file.

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

Account Information for Stored Item #1: (if more than one item to be stored use addendum form)

Examples of Space ID: SP14 (South Perimeter Structure space 14) or CWIC62 (Center West Interior Canopy space 62)

**Circle one:** Covered / Uncovered (**NO RIGHTS TO WASHBAY**) / Garage / Self-Storage: 5' x 5' Air Conditioned OR

Cubby Locker 30" x 4' x 4' Or Boat Locker 3'W x 4'D x 8'H OR Non-Air Conditioned Self-Storage 5'W x 4'D x 10'H. (**NO RIGHTS TO WASHBAY**)

**Trailers MUST HAVE WHEEL STOPS in place on min. of 2 wheels (4 chocks) when stored AND 12" X 10" X 2" wood under jack.**

**Storing (circle one):** motorhome RV trailer 5<sup>th</sup> wheel boat & trailer empty boat trailer car commercial truck Utility trailer

**OR Other:** \_\_\_\_\_ Tenant will use 30 AMP Electrical Service @ \$15 Additional Mo. Chg.: ( ) Yes ( ) No

Note: If you check "Electrical Service" the extra \$15.00 WILL BE CHARGED from the Date You Move In

Stored Item Make: \_\_\_\_\_ Year: \_\_\_\_\_ State Registered: \_\_\_\_\_

**How long is or do you estimate stored item is** Inc. Trailer tongue, outboard motor, spare tire, ladder: \_\_\_\_\_ Feet-\_\_\_\_Inches

**IF VIN or HIN # is NOT shown on registration please provide:** \_\_\_\_\_

Describe Notable Stored Property Visible Damage, if any, at time of Move-in:

\_\_\_\_\_

Tenant represents that Tenant owns or has legal possession of the Property and that the Property is free and clear of liens and security interests except as follows:

Name of Lienholder: \_\_\_\_\_ Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

The following describes VEHICLE NORMALLY DRIVEN TO FACILITY (not stored) by Tenant

Please provide copy of insurance coverage on this vehicle. **This Vehicle Registration is NOT required**

**Make, Model & Color:** \_\_\_\_\_ **State Registered:** \_\_\_\_\_

**THIS RENTAL AGREEMENT** (this "Agreement") is entered between DIPLOMAT RV & BOAT STORAGE, LLC ("Owner") and "Tenant" listed above. In consideration of the terms and conditions herein, Owner does hereby lease to Tenant the above-identified Storage Space(s) (whether one or more, hereinafter referred to as the "Space") located within the Diplomat RV & Boat Storage facility (the "Facility"). 7 Pages constitute this rental agreement.

**1. TERM:** The term of this Agreement shall commence as of the above Commencement Date, also known as "Moved-In Date", and shall continue a month-to-month tenancy until terminated. All terms and conditions of this Agreement shall continue in full force and effect so long as Tenant retains possession of the Space. Commencement date is the date both Tenant and Owner agree is the date rent begins accruing and owed (aka "move in date").

**2. RENT:** For the use of the Space, Tenant agrees to pay Owner the Monthly Rent, plus rental tax, as listed above (the "Rent"). Rent is due and payable in advance in monthly installments, without demand or offset, at the Owner's office located at the Facility on the first day of each month (the "Due Date") until the termination of this Agreement. **Payment is only by credit or debit card. Monthly payment is automatically made on 1<sup>st</sup> day of each month & will continue to be charged until and unless Tenant notifies Owner of Tenant's actual vacation of the agreement and rental space. If Tenant is vacating during the first 15 days of the upcoming month Owner (UNLIKE OUR COMPETITORS) will pro-rate the balance of the move out month. In example, if Tenant emails notice & states Tenant vacated space on the 14<sup>th</sup> day of the month Owner shall charge only for 14 days rent. Tenant must receive: (1) an email reply from Owner stating Owner has received notice and that Owner shall terminate agreement and delete credit card information OR... (2) receive email notice from SpaceControl accounting software that Tenant has been moved to "Past Customer" status.** You will not be invoiced. Payment receipt will be provided by email automatically sent by accounting software each month. Upon the execution of this Agreement, Tenant shall pay to Owner an amount equal to (i) the prorated Rent for the first partial month from the Commencement Date to the Due Date and (ii), at Owner's option, the amount of the first full month of Rent after the initial month (or partial month), (collectively, the "Prepaid Rent"). Owner will charge additional full month if move in is after the 14<sup>th</sup> of a month (see Page 6 of this agreement for actual charges). The Prepaid Rent shall be nonrefundable upon any default under this Agreement but shall otherwise be credited against the first partial month's Rent, if applicable, and the first full month's Rent after move-in month, and, if applicable, the last month's Rent. Owner shall not owe Tenant any interest on the Prepaid Rent. Owner shall not be required to keep any Prepaid Rent or other funds paid in advance pursuant to the terms of this Agreement in a segregated account, and all such funds may be commingled with other funds of Owner. Any decrease in rental amount shall not become effective until the first day of the following month.

**3. ADDITIONAL CHARGES/SERVICES:** Additional services & merchandise may be provided by Owner to Tenant upon Tenant or Tenant's Authorized Agent(s) request, such as, charges for cleaning, waxing, cleaning services, repairs, installation of equipment, RV or boat merchandise, and other services, the cost of which shall be subject to uniformly applied rates, as may be adjusted by Owner from time-to-time. Any and all charges for additional services or merchandise shall be deemed additional rent and be payable by Tenant to Owner in the same manner as the Rent. All such charges shall be further secured by the Owner's lien as provided below. **If Tenant requests Owner to provide after hour access assistance, and if Owner agrees, there is a \$40.00 fee charged to Tenant's card.**

**3a. CHARGES FOR ELECTRICITY FROM 30 AMP OUTLET:** All covered & garage spaces offer a 30 AMP, metered electrical outlet for Tenant's use. If Tenant elects to use this service (by check mark above on p.2) Tenant consents to and agrees to pay promptly a \$15.00 per month if RV plug plugged in or if low demand, i.e., a battery charger charging boat batteries only, a 12.00 per month flat access fee shall be charged. Additionally, an electrical usage charge per kilowatt hour levied by electric utility shall be levied every 30 days when RV is plugged in and pays the \$15.00 per month access fee. If only battery charger plugged in (by use of extension cord plugged in) there is no kilowatt use billed every 30 days (subject to random consumption meter monitoring to assure low demand). The 30 AMP outlet provides only enough power for 1 RV A/C unit & refrigerator & battery charging. If Tenant requests this service after initial rental agreement is executed Tenant MUST provide email or telephone notice to Owner requesting to begin electric outlet service. In the event of a prolong power outage caused by a Hurricane or other cause there shall be no limit or suspension of the monthly access fee.

**3b. EMPTY BOAT TRAILER RATES:** For the balance of 2019 we offer empty boat trailers at the following rates: 20' or less 49.00; 30' or less \$59.00; 40' or less \$69.00; 50' or less \$79.00; 60' or less \$89.00. These rates may not be offered after 2019. The trailer MUST BE EMPTY of a boat or any other item of value at all times when in storage. If determined that a boat or other valuable item is on the trailer the regular rental rate for boats on trailers & RV's will be charged for the entire month it is determined not to be empty and for each month thereafter as long as the trailer is stored at DRV&BS.

**3c. ASPHALT PLUS TENANTS:** These Tenants pay an additional \$9.00 per month fee and have rights to use the pressure cleaning machine and carpet cleaning machine in the wash bay area. Uncovered space Tenants do not have this right unless the Tenant began storage prior to February 10, 2019 in which case they have unlimited right to use the machines. Rate subject to change upon 30-day notice posted in office. Individual notice is not made.

**3d. Notice to Owner by Tenant of Vacation of Rental Space:** Tenant notice to Owner of actual vacation of space must be sent on the day tenant vacates AND ONLY ON THE DAY TENANT VACATES by email with request that Owner acknowledge receipt of notice.

**3e. TRAILERS MUST HAVE APPROVED WHEEL STOPS in place on at least two (2) wheels (meaning 4-wheel chocks in place) and have a 1' long X 10" wide X 2" thick piece of wood or larger under trailer jack. This wood is offered FREE by Diplomat RV & Boat Storage.**

**4. DEFAULT:** If any monthly installment of Rent is not paid on or before the Due Date or if Tenant fails to perform any of the terms or conditions set forth herein, Tenant shall be in default of this Agreement. In the event of Tenant's default, Owner may, without notice to Tenant, deny Tenant and Tenant's Authorized Agent(s) access to the Facility, the Space, and any personal property located within the Space. **Access to the Facility, Space and Tenant's Property will be immediately and without notice denied at 6:00 a.m. on the fifth day (5<sup>th</sup>) of each month in the event Tenant fails to pay the Rent on or before the Due Date which is the first day of each month.** Further, any default by Tenant shall result in forfeiture of any future rent rebate, free rent or rent concessions provided for in this Agreement and, upon the occurrence of any default hereunder by Tenant, such free rent or concession shall immediately terminate and revert to the then-prevailing storage rate(s) set by Owner for substantially the same type and size of Space and Owner may collect and receive the Rent therefore. If Tenant is renting more than one space, the default on any one agreement shall constitute a default on all agreements between Owner and Tenant. **If any monthly installment of Rent, together with late fees, is not received within thirty (30) days of the Due Date, all of Tenant's personal property is subject to sale or other disposition without judicial process and If any monthly installment of Rent, together with late fees, is not received within twenty (20) days of the Due Date stored item shall be immobilized by tire locking device or storage locker overlock.** Any payments made to stop the sale or disposition of Tenant's property must be paid by credit card, certified funds or money order. Personal checks will not be accepted. Tenant agrees and understands that any partial payments made to cure a default will not delay or stop the sale or disposition of Tenant's property and that only full payment on Tenant's account prior to the published sale or disposition date will stop a scheduled sale or disposition of Tenant's property. Tenant shall be responsible for all costs, including attorneys' fees, arising from any proceedings, enforcement, foreclosure or sale, incurred by Owner and all such amounts shall be payable on demand.

**5. FEES:** Concurrently with the execution of this Agreement, Tenant shall pay to Owner a non-refundable Administration Fee of \$25.00. Tenant acknowledges that the late payment of Rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being unknown. Therefore, if any Rent payment is not received within five (5) days (or on the 5<sup>th</sup> day of each month at 5 p.m.) of the Due Date (due date is the first day of each month before 5:00 p.m.), Tenant shall pay to Owner **an additional sum of \$20.00 or 20% of the monthly Rent, whichever is greater**, as a late fee for each month the Rent is past due, such amount being considered liquidated damages. The parties agree that this late charge represents a fair and reasonable estimate of the costs Owner will incur by reason of a late payment by Tenant. Owner does not waive any rights under the law for non-payment of

Rent. If any credit card charge is not successful for any reason, all Rent or late fees shall be immediately due and payable. In addition to late fees provided herein, Tenant shall be responsible for all costs and expenses incurred by Owner as a result of Rent collection or lien enforcement.

**6. OWNER'S LIEN: OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR CHARGES, OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF-STORAGE FACILITY ACT" AS SET FORTH IN SECTIONS 83.801-83.809, FLORIDA STATUTES. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY OR AS OF THE DATE TENANT TAKES POSSESSION OF THE SPACE. THIS LIEN SHALL BE IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, AND OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE.**

**7. USE OF FACILITY:** Tenant consents & authorizes Owner the absolute right & permission to capture, in any lawful manner, images or photographs of Tenant & any of Tenant's Authorized Agents prior to accessing the Facility & its improvements for the first time. Audio recording is made in both office areas. Only Tenant & Tenant's Authorized Agent(s), as identified above, may enter & use the Facility & its improvements, including, without limitation, customer lounge, shower, bathroom, wash bay or other facilities made available by Owner from time-to-time. Upon execution of this Agreement, Tenant will be issued 1 key fob at no charge and extra fob(s) at a cost of \$9.00 each for gate access to enter the Facility & to access and/or utilize amenities, subject to the provisions hereof. **Absolutely no tailgating or piggybacking entry is permitted. Unauthorized users are not allowed to access the Facility and its improvements, and any such improper access by Tenant or any agents, employees or invitees of Tenant will result in an immediate \$25.00 fine for the first violation and \$100.00 fine for any subsequent violations and termination of agreement if a second violation occurs at option of Owner, without notice or demand. Video tape evidence or employee witnessing of tailgating or improper access is all that is required.** All Facility improvements & amenities shall be subject to non-exclusive use, without nuisance or harassment to other Facility tenants or Owner, and subject to compliance with all protocols, rules & regulations of Owner. Owner shall have the right to permanently or temporarily limit or close any such Facility improvements without notice to Tenant and Owner further reserves the right to set business hours for the Facility improvements depending upon seasonal changes and existing weather conditions. The Facility improvements may not be used for residential or overnight purposes (except "Big Rig Parking Space" in office parking area), whether for persons, pets or animals, for any period whatsoever & violation of this prohibition shall be grounds for immediate termination of the Agreement by Owner. All use & occupancy of the Facility improvements shall be at the sole risk of Tenant. **Tenant shall be responsible for damage to the Facility improvements caused by Tenant, any of Tenant's Agent(s) or their invitees or agents. Knocking down entry or exit gate lift arm or damage to gates if reported by tenant invokes a \$25.00 fine and if not reported by tenant a \$100.00 fine. Tenant shall report damage by phone call to office number (voice messages acceptable).**

**7a. After Hour Access:** Tenants wishing to enter or exit facility between the hours of 10 p.m. and 6 a.m. **must call security number (239-560-0457) preferably during business hours (10:00 a.m. to 5:00 p.m. M-F and 10:00 to 1:00 Saturdays) but no later than 8 p.m. to secure permission to enter facility.** This requirement is to set your fob to work and to alert security of after hour activity and thereby to prevent security from calling law enforcement due to concern of unauthorized facility use. **Access after-hours will not be programmed into system UNLESS Tenant calls before 8 p.m. & requests after hour entry.**

**8. USE AND COMPLIANCE WITH LAW:** The Space is to be used by the Tenant solely for the purpose of storing the Property identified above & Tenant is solely responsible for loading and unloading Tenant's Property into and out of the Space. Tenant agrees that any unauthorized vehicles, vessels or other personal property stored in the Space can be removed by Owner, at Tenant's expense, and Owner shall not be liable to Tenant for the removal of any such unauthorized property. Tenant agrees not to store explosives, or any flammable, odorous, noxious, corrosive, hazardous, or pollutant materials or any other goods in the Space that would cause danger or nuisance to the Space, other tenants or the Facility. Tenant agrees not to store jewelry, heirlooms, art works, collectibles, or other irreplaceable items having special or emotional value to the Tenant within the Space or within the Property located within the Space. Tenant further agrees that neither the Space, nor the Facility, will be used for unlawful purposes or any purposes contrary to any ordinance, regulation, fire code or health code and Tenant agrees to not (a) commit waste, (b) create a nuisance, (c) alter or affix any signs on the Space. Tenant will keep the Space and Facility in good & clean condition during the term of the Agreement. Tenant further agrees to not conduct any business from the Space and that the Space shall not be used for any repairs, sales or other contracting purposes by Tenant or Tenant's Authorized Agents. The Space may not be used for residential purposes, whether for persons, pets or animals, for any period whatsoever and violation of this prohibition shall be grounds for immediate termination of the Agreement by Owner. All of Tenant's Property must always be operational, without any leaks or condition that could cause damage to the Facility.

**9. TENANT'S RISK OF LOSS:** No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the Space by Tenant shall remain vested in the Tenant and all property stored within or on the Space by Tenant or located at the Facility shall be stored at Tenant's sole risk. Owner and Owner's agents and employees shall not be liable for any personal injury, death, property damage or loss arising from Tenant's use of the Space or the Facility or arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, acts of God, or the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. The Owner shall have no duty to monitor the weather or duty to warn or notify Tenant of approaching inclement weather, nor shall Owner have duty to protect or secure Tenant's property in the event of a severe or tropical storm or hurricane.

**10. PROOF OF OWNERSHIP & REGISTRATION:** Prior to occupancy, Tenant shall deliver copies of all documents available to demonstrate proof of ownership & registration, as applicable, of the Property & the vehicle normally driven to facility. Owner has the right to refuse Tenant's access to the Space if the Owner is not satisfied with the documentation of ownership & registration provided by Tenant &, unless the Tenant can provide additional documentation to satisfy the Owner, this Agreement will be deemed terminated. Tenant approves & permits Owner & Owner's representative to transmit electronically pictures or copies of Tenant's driver's license, vehicle or other property registration, insurance papers & other personal items of a financial or secure nature.

**11. UNAUTHORIZED VEHICLES/BOATS:** Any vehicle, boat, trailer or other property parked in the Space must have required documentation on file. Failure to pre-register property (whether upon application or new or additional property) with Owner or Tenant's failure to maintain and provide proof of current registration and insurance upon Owner's request is grounds for removal by Owner at Tenant's expense. In connection therewith, Owner shall, either prior to or contemporaneous with delivery of the Space, provide Owner with digital images of all of Tenant's Property with wheels (images not required for property stored in lockers or self-storage spaces), which images shall include all sides, front and back of each item of Tenant's Property and shall be delivered to Owner electronically. Owner shall not be liable to Tenant for removal of unauthorized property within the Space and all unauthorized vehicles, boats, trailers, or other property will be towed and removed at Tenant's expense.

**12. INSURANCE:** Owner does not and will not provide any type of insurance that would protect Tenant's Property from loss by fire, theft or other type of loss. It is Tenant's responsibility to obtain and maintain, at Tenant's expense, its own insurance to protect the Property against all perils of whatsoever nature. Insurance on Tenant's Property is a material condition of this Agreement for the benefit of both Owner and Tenant, and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant agrees to provide proof of insurance of Tenant's Property to Owner or upon the request of Owner and additionally agrees to provide proof of insurance for any vehicle accessing the Facility or towing any of Tenant's Property upon each annual or semi-annual insurance renewal or upon the reasonable request of Owner. Tenant's failure to provide Owner with evidence of insurance upon Owner's reasonable request or at least ten (10) business days prior to expiration of any existing policy, shall result in termination of this Agreement at Owner's option. Insurance carried by the Owner shall be for the sole benefit of the Owner and Tenant shall make no claim whatsoever against Owner's insurance. Tenant agrees not to subrogate against or allow Tenant's insurance company to subrogate against Owner in the event of loss/damage of any kind or from any cause.

**13. INDEMNIFICATION OF OWNER:** Tenant will indemnify and hold Owner harmless from and against any and all actions, claims, damages, losses, including lost property, personal injury, and costs, including attorney's fees, which arise from or are related to the lease or use of the Space, access and use

of the Facility, or from any activity, work, or thing done, permitted, or suffered by Tenant or Tenant's invitees or agents, in or on the Space or about the Facility, by Tenant or any invitee or agent of Tenant. If Owner is made a party to any litigation or proceedings instituted by or against Owner, Tenant shall indemnify and save Owner harmless against all costs and expenses, including reasonable attorneys' fees, incurred or sustained by Owner in connection therewith.

**14. BANKRUPTCY:** Tenant's bankruptcy shall constitute a default and Owner shall have the immediate right to terminate this Agreement and require Tenant to remove all of Tenant's property from the Space and Facility.

**15. TENANT'S LIABILITY:** In the event of the sale or other disposition of Tenant's property, it is understood and agreed that the liability of Tenant for the Rent, charges, fees, costs, and expenses provided for in this Agreement shall not be extinguished prior to payment in full of Tenant's account. All charges, fees, costs and expenses provided for herein shall be deemed "additional rent". If any of Tenant's property remains unsold following sale, Owner may dispose of said property in any manner considered appropriate by Owner and Tenant hereby waives its right to the benefit of any constitutional or statutory exemptions allowed by law as to its property in the Space or located at the Facility.

**16. CONDITION & ALTERATION OF SPACE:** Tenant acknowledges & agrees that Tenant has been given an opportunity to inspect and has inspected the Space and the Facility and that Tenant accepts the same in their AS IS and WITH ALL FAULTS conditions. Should Tenant or Tenant's agents or invitees cause damage to the Space or Facility, i.e. leaking motor or other type oil onto space floor, or make any alterations or improvements without Owner's prior written consent, then all costs & expenses necessary to restore the Space & Facility to the prior condition shall be borne by Tenant. Tenant shall, upon termination of lease, leave space or locker clean of all debris and personal items.

**17. RIGHT TO RELOCATE:** Owner reserves the right to relocate Tenant and Tenant's Property from the Space to another space of equal or a greater size in the Facility and Owner shall have the right to remove Tenant's property from the Space and so relocate it upon Tenant's failure to do so within five (5) days of Owner's relocation notice to Tenant (which may be given in writing or via electronic means including emails and text messages). Owner shall have no liability to Tenant for any damages or losses caused by the relocation of Tenant's Property as provided herein.

**18. LIMITED WARRANTY:** This Agreement contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make any warranties or representations about the Space or the Facility and any such oral statements do not constitute warranties, shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Agreement. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this Agreement and shall not apply to the Space or the Facility.

**19. TERMINATION & NOTICE OF DEPARTURE:** This Agreement shall continue from month to month unless Tenant or Owner delivers to the other party a written notice of termination (Email to [rent@diplomatrboat.com](mailto:rent@diplomatrboat.com)) on the day tenant moves out of lease and space; provided, however, that Owner may terminate this Agreement immediately, without advance notice, if Tenant is residing in the Space, damaging the storage space, utilizing the Facility improvements in an impermissible or wasteful manner, or any other unsafe condition, including an environmental hazard, is discovered. Upon termination, Tenant shall remove all personal property from the Space and shall deliver possession of the Space to the Owner no later than 24 hours after Owner issues notice of termination of lease unless such property is subject to Owner's lien rights as referenced in this Agreement based upon non-payment. If Tenant fails to fully remove its property from the Space prior to the termination date, Owner, at its option, may, without further notice or demand, either directly or through legal process, enter the Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items and property left in the Space or within the Facility after Tenant vacates will be deemed to be of no value and will be disposed of by Owner at Tenant's expense. If Tenant is causing environmental damage to facility termination of agreement and storage rights can be immediate, at option of Owner, requiring Tenant to vacate the storage space and facility within 24 hours of email notice from Owner. Any email notice regarding termination of agreement or cease and desist order must be replied to by Tenant within 24 hours of receipt, if not, agreement may be immediately terminated, at Owner's option, with Tenant required to immediately remove stored property.

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

**21. OWNER'S RIGHT TO ENTER:** Owner and Owner's agents and representatives shall have the right to enter the Space without notice for purposes of inspection, making repairs or alterations, or to ensure compliance with this Agreement. **22. ASSIGNMENT & SUBLETTING:** Tenant shall not assign this Agreement or sublet the Space, in whole or in part, w/out Owner's prior written consent.

**23. WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining parts shall remain in full force and effect as though such invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Tenant of the same or any other provision. **24. SUCCESSION:** This Agreement is binding upon the parties, their heirs, successors, and assigns. **25. GOVERNING LAW:** This Agreement shall be governed by Florida law. **26. WAIVER OF JURY TRIAL:** Owner and Tenant waive their respective rights to trial by jury of any cause, action, claim, counterclaim, or cross-claim brought by either Owner or Tenant in any matter arising out of or in any way connected with this Agreement or its execution, Tenant's use or occupancy of the Space, any claim of bodily injury or property damage, or the enforcement of any remedy under any law, statute, or regulation. **27. RULES AND REGULATIONS:** Tenant will be bound by any rules and regulations posted by the Owner from time to time and all such rules and regulations shall be deemed to be part of this Agreement and incorporated herein. Tenant shall be responsible to ensure and require that all Authorized Agent(s), invitees and agents of Tenant comply with all the terms and conditions of this Agreement and the policies, rules and regulations of the Facility, as adopted and amended from time-to-time. The violation of any such policies, rules and regulations shall be deemed a default under this Agreement. **28. NOTICE OF CHANGE OF ADDRESS/PROPERTY:** Any change or addition to the Property stored in the Space must be pre-approved by Owner. Tenant agrees to give prompt written notice to Owner of any change in Tenant's information set forth on the first three pages of this Agreement or prior to any removal from or addition to the Property contained in the Space. Tenant covenants and agrees that such notice must be personally delivered to Owner at the Facility or sent via certified mail, return receipt requested, with postage prepaid, or by email with response from Owner received to Owner at the Facility address or email address ([rent@diplomatrboat.com](mailto:rent@diplomatrboat.com)).

**29. CHANGES:** Terms of Agreement. Including, but not without limitation, monthly Rent rate, conditions of occupancy, & other charges, are subject to change by Owner upon 30 days prior notice to Tenant. Any notice given or required under this Section may be provided by Owner to Tenant via e-mail or electronic means or by posting in rental office. If changed, Tenant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If Tenant does not give notice within 3 days, the change becomes effective & is applied to Tenant's occupancy. **30. PROCEEDINGS.** Should any proceedings or litigation, including for breach or declaratory relief relating to any terms, conditions, rights, or remedies hereunder including appellate proceedings, be instituted concerning this Agreement or the rights, duties and obligations in relation thereto, the prevailing party in such litigation, shall be entitled, in addition to such relief as may be granted, to recover reasonable attorneys' fees and costs. Venue for any proceeding hereunder shall be in state court in Lee County, Florida, as the mutually agreed upon and exclusive venue. The parties hereby expressly and knowingly waive any and all rights which they may have to request a jury trial in any proceedings at law or in equity. **31. Uncovered Asphalt Space Tenants: IF Uncovered Asphalt Tenant Wishes unlimited use of 2 wash bay services** (pressure cleaning machine & upholstery & carpet cleaning machine) an additional \$9.00 per month is levied. Carpet machine must be reserved & checked out from office. This additional monthly fee is Tenants choice. All other amenities are free of charge to Open Air Asphalt Tenants.

**Tenant: Please Review this "Calculating Initial Payment Amount" Page**  
**AFTER Figures are added by Diplomat Staff on DAY OF MOVE IN.....THIS IS PAGE 6**

Rental Agent: Bruce Brien Norm Beverly Date: \_\_\_-\_\_\_-202\_\_

**Exact Length, AS MEASURED BY STAFF, of RV or Trailer to be Stored: \_\_\_\_\_ feet; \_\_\_\_\_ inches**  
 (include trailer tongue + spare tire or rear ladder or outboard motor if applicable)

Basics for Selecting Storage Space & Determining Length & Rental Rate of Space

- If RV, Vehicle or Trailer to be stored is 23 feet 3 inches long it will be considered 24 feet long. The 23' 3" is rounded to the next highest foot. Please Include in item length tongue length & spare tire & ladder & outboard motor, if any, on rear of trailer. **Trailers MUST HAVE WHEEL STOPS in place on at least 2 wheels (one wheel on each side of trailer) year-round (not just during hurricane season).**
- **For both covered & uncovered asphalt spaces in NON-PERIMETER STORAGE AREAS add 4' to total length of stored item** to produce rental space length. Park stored item 1-inch set back from yellow line at front of space for uncovered asphalt spaces and 1 foot from yellow line for covered spaces). This is to ensure safe separation from the adjoining stored item. This 4' addition IS NOT added to stored item length if stored in a 3-Sided Carport (covered structures on perimeter of facility)
- Upon arrival at facility Staff will measure length of stored item. **UNTIL STAFF MEASUREMENT IS OBTAINED NO "MOVE IN" PAPERWORK CAN BE COMPLETED**, therefore the move in process cannot be accomplished. Reservations CAN BE made without Staff Measurement of Stored Item but Require Credit Card on File and a tenant estimated length of stored item provided.
- If selecting a Perimeter Structure Space (structures located on the perimeter of the facility) rented length is the length of the space as shown on site plan regardless of length of stored item. I.e., West Perimeter Spaces are 29'. If storing a 20' long RV trailer rental rate is based on 29'.
- Monthly rent amount for each space length is available on the website ("Rates") at [www.diplomatrvboat.com](http://www.diplomatrvboat.com)
- If renting on first day of a month Tenant pays 1-month rental plus \$9.00 to buy Extra Access Key Fob (1<sup>st</sup> Fob is Free) plus \$25.00 Administrative fee (no tax on fee) If renting on the 14<sup>th</sup> of a 30-day month Tenant pays 17 days storage (pro-rated amount) plus administration fee. If renting on the 15<sup>th</sup> day or later Tenant pays pro-rated portion of "move in" month PLUS 1 Full Month and administrative fee.
- Rental Tax is 6.0% on rent and associated agreement fees; 6.5% sales tax on merchandise sold. Asphalt Plus Tenancy is additional \$9 per month
- Gate Access Remote & Garage Door Remote Controls are available (carries a \$40 charge if lost) and a \$3.75 monthly use charge
- If Mailing Agreement back to Diplomat **PLEASE DO NOT send by registered mail or signed receipt requested.** Mail to Diplomat Pkwy. address
- **Prior to stored item being admitted for storage ALL documents (insurance, registration & driver's license), full payment is made & agreement paperwork MUST be completed and signed by Tenant(s) and in Diplomat staff possession.** No facility access can be granted until all of this occurs. It is RECOMMENDED that an appointment be made to move in stored item. Up to 30 minutes can be required for move in and with appointment and paperwork completed prior to appointment process can be as short as 15 minutes.

**A. Rental Space Length:** \_\_\_\_\_' Rental Amount for FULL Month of \_\_\_\_\_ Rent w/ no Electric, Sales Tax., etc....\$ \_\_\_\_\_  
 30 amp. outlet access fee \$15 per mo. IF RV is Plugged in. If Ext. Cord/Battery charger only \$12 per mo. Total Electric fee..... \$ \_\_\_\_\_  
 Gate and/or garage door remote control monthly rental fee of \$3.75. Remote rental fee per month..... \$ \_\_\_\_\_  
 \$9.00 Mo. Fee for Open Air Asphalt Tenants to use 2 machines at wash bay If Tenant opts to use equipment..... \$ \_\_\_\_\_  
**Standard Mo. Pmt. with tax...\$** \_\_\_\_\_ Total Mo. Payment w/ Added Fees, if any, but no Sales Tax... \$ \_\_\_\_\_

**B.** If Prepaying multiple months indicate number of full months here: \_\_\_\_\_ X \$ \_\_\_\_\_ = Total for All Months..... \$ \_\_\_\_\_

**C.** Partial Monthly Rent: For Rentals not starting on 1<sup>st</sup> day of the month Calculate Partial Month Payment;  
 (Total Mo. Rent Inc., if applicable, recurring \$15 Electric Access Fee or \$9.00 Asphalt Plus Fee, Divided by 30 Days = Per Diem Amount)  
 \_\_\_\_\_ Remaining days of Move in Month of \_\_\_\_\_ in X Per Diem of \$ \_\_\_\_\_ = \_\_\_\_\_ \$ \_\_\_\_\_

**D.** Key Fob charge (\$9.00 cost each for 2<sup>nd</sup> Fob; Limit 2 per account) **# of extra Fobs** \_\_\_\_\_ X \$9.00..... \$ \_\_\_\_\_

**E.** Total Amount to Pay with rental agreement Without Rental TAX ( Add all figures shown above)..... \$ \_\_\_\_\_

**F.** Rental Tax (6.0% of Line E Total)..... \$ \_\_\_\_\_

**G.** Total to Pay (Add Lines E & F) INCLUDES 6.0% Rental Tax ..... \$ \_\_\_\_\_

**H.** \$25.00 Administrative Fee ( no tax). **Note If returning customer gone less than 1 year there is no adm. fee** .....\$ 25.00

**J. Initial Payment to be Charged Tenant's Credit Card Upon Move In (Total Lines G & H).....\$ \_\_\_\_\_**

**Tenant #1 Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_-\_\_\_\_\_-202\_\_

32. Notice: Page 6: "Calculating Initial Payment Amount" is part of this agreement.

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

**Please Note:** The commencement date of minor service and repair operations by Owner is not known at this time. If and when these services are provided Owner shall inform Tenant. However, a list of or business cards for outside service providers are available.

By signature below Tenant Agrees that monthly payments must be paid by credit or debit card on file. Check payments are not accepted for any type of payment. Failure of Tenant to maintain a valid card on file that allows successful charge of monthly rent payments due on the first day of each month or for other authorized charges renders this agreement null and void at the option of the Owner. Payment by credit or debit card of monthly payment is automatically made on 1<sup>st</sup> day of each month & will continue to be charged until and unless Tenant notifies Owner, by email, stating account name, space number and that Tenant has vacated space. If vacation notice is given after office hours on Saturday or on Sunday proration shall occur on Monday or next business day whichever is later. Email to be sent ONLY ON THE DAY TENANT MOVES OUT. If Tenant is vacating on any of first 15 days of the month Owner (UNLIKE OUR COMPETITORS) will pro-rate that period. If vacating after the 15<sup>th</sup> of month no proration is given. Tenant must receive an email reply from Owner stating Owner has received notice and that Owner shall terminate agreement. If Move in is on the 15<sup>th</sup> day of the month or later the initial charge shall be for the balance of the move in month PLUS the following full month. Move in month is pro-rated. If, in example, Tenant's credit or debit card pays the April rent payment (charged on the 1<sup>st</sup> day of the month) and Tenant vacates rental space on April 16<sup>th</sup> there shall be no refund provided the tenant for the balance of April unutilized. TENANTS STORING TRAILERS MUST PLACE FOUR (4) APPROVED WHEEL CHOCKS in place on trailer wheels at all times year round and a piece of wood 12" long X 10" wide X 1.5" thick or larger shall be placed under trailer jack(s). Absolutely no tailgating or piggybacking entry is permitted and any such improper access by Tenant or any agents, employees or invitees of Tenant will result in an immediate \$25.00 fine for the first violation and \$100.00 fine for any subsequent violations and termination of agreement upon the 2<sup>nd</sup> offense at option of Owner, without notice or demand. If Tenant is causing environmental damage to facility termination of agreement and storage rights can be immediate, at option of Owner, requiring Tenant to vacate the storage space and facility within 24 hours of email notice from Owner. Any email notice regarding termination of agreement or cease and desist order from Owner must be replied to by Tenant within 24 hours of receipt, if not, rental agreement may be immediately terminated, at Owner's option, with Tenant required to immediately remove stored property. Tenant's vehicle driven to facility, if left while driving motorhome or other stored item, must only be parked in Tenant's space (Do not assume an empty nearby space is not rented to another Tenant). If Tenant parks a vehicle or trailer in a rental space other than space assigned to Tenant this agreement shall be null and void at option of Owner. Tenant understands that "Initial Payment to be Charged Tenant's Credit Card" is shown on page 6 of this agreement and consents to this charge.

Si habla Español por favor firme página 8 versión de arriba Tenant #1 Initials: \_\_\_\_\_ Tenant #2 Initials: \_\_\_\_\_

TENANT 1: \_\_\_\_\_

TENANT 2: \_\_\_\_\_

*signature*

*signature*

Date: \_\_\_\_\_ - \_\_\_\_\_, 202 \_\_\_\_\_

Date: \_\_\_\_\_ - \_\_\_\_\_, 202 \_\_\_\_\_

**NOTE: Move Out Month Proration is Conditional as only days 1-15 of move out month earns proration. If move out is after the 15<sup>th</sup> day no proration is granted. To earn proration Tenant must EMAIL OWNER NOTICE OF MOVE OUT on the day Tenant vacates & only on that day. Storage must have been for at least 3 full months AND Tenant must have RETURN FOB(s) or ACCESS CARD(s) to Owner.**

OWNER: *Diplomat RV & Boat Storage, LLC*

*Bruce T. Grady*

(initials: \_\_\_\_\_) Date: \_\_\_\_\_ - \_\_\_\_\_, 202 \_\_\_\_\_

by its Manager, Bruce T. Grady Or Authorized Agent

This is signature page to Rental Agreement form dated November 6, 2020

**ATTACH Copies of:**

**Registration for Stored Item Only AND**

**Insurance Wallet Card(s) or other proof for BOTH Stored Item & Vehicle Normally Driven to Facility AND**

**Driver's License(s)**