



CENTRAL SARASOTA BOAT STORAGE

Recreational Vehicle Storage Agreement

1) **OWNER'S Name and Address**

Stone and Boulder, LLC D.B.A Central Sarasota Boat Storage
1747 10th Way / 1150 Central Ave, Sarasota FL 34236
(941) 504-1905

2) **TENANT'S Name, Address and Contact information. Please print legibly.**

Name _____
Address _____
Telephone (Home) _____
(Cell) _____
Email _____
Emergency Contact Person _____
Telephone _____

3) **Vehicle Description**

Hull registration number _____
Make _____ Color _____
Vessel's Name _____ Length _____
Trailer License Number _____ Make _____
Insurer Name _____

4) **Dates of Agreement:**

Move in date: _____ Departing (short-term only): _____

5) **Rent:** Chose one

Long-term: Tenant shall pay the Owner the sum of \$ _____ per month for a 12' x 33' space, unless otherwise specified. Pro-rated first month from the date of move-in to the last day of the month in the amount of \$ _____. Once a payment is made, there will be no full or partial refund of that payment.

Short-term: Tenant shall pay the Owner the sum of \$ _____ for a 12' x 33' space, for the above dates. Once a payment is made, there will be no full or partial refund of that payment.



CENTRAL SARASOTA BOAT STORAGE

- 6) **Tenant authorizes** monthly recurring charges to its checking/savings account or credit card. Payments are remitted through the secure online payment processor, PaySimple. Mailed checks are not accepted.
- 7) If Tenant fails to make full payment of fees owed within 60 days from the time such payment is due, **Owner shall be entitled to have Tenant's vehicle towed off the property.** Tenant will be responsible for fees and expenses charged by the towing company.
- 8) In the event Tenant fails to pay said rent within fifteen (15) days after due date, a \$20.00 late fee will be added. Owner may deny Tenant access to storage facility until all amounts due have been paid.
- 9) This agreement shall renew automatically and continue in full force and effect from month to month. The rental agreement is subject to termination on (5) days written notice by either party.
- 10) Every effort will be made to notify the Tenant should the Tenant's property need to be moved however the Owner, at any time, may physically move the vehicle or trailer as they see fit to another location within the property. The Owner may move property as needed at any time without prior notice to Tenant. Tenant shall save Owner harmless from and against any loss, cost or expense in connection with such action.
- 11) **Liability:** Tenant hereby accepts liability for any and all damages to the rental space, appurtenances and every part thereof caused by Tenant, his employees, Tenants or invitees, which occur during this agreement.
- 12) **Indemnity:** Tenant shall save Owner harmless from and shall indemnify Owner against any and all claims for damages or lost property or personally injury and costs including attorney's fees arising from Tenant's lease of the space on the facility or from any activity in or on the space or about the facility.
- 13) **Limited Liability:** Tenant acknowledges that he/she has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Tenant's property. Owner, or his agents or employees, reserves the right to go upon the demised premises and the property stored therein whenever Owner deems it necessary to preserve person or property, for the safety or for the maintenance of storage facility, but Owner assumes no responsibility for tending to any property stored in said facility. Owner will make reasonable efforts to contact the Tenant and notify the Tenant of dangerous conditions requiring Tenant's attention, but the above stated contact and notification shall be considered gratis by Tenant and is not part of the consideration given herein. Owner assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.
- 14) **Fire, Theft, Acts of Nature:** Owner shall not be liable either jointly or severally for damage to person or property of the Tenant, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, negligence, acts of God, or any other cause. It shall be the sole responsibility of the Tenant to insure, at his own expense, the property stored on the premises against said losses.



CENTRAL SARASOTA BOAT STORAGE

- 15) **Personal Injury:** Owner shall not be liable whatsoever to any extent to Tenant or Tenant's invitees, family, employees, agents or servants of 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.
- 16) **Upon any default of this agreement by Tenant,** Owner may declare all obligations, conditions and covenants immediately due and payable, may go upon the stored property, move and possess the same and sell and dispose of the same at a commercially reasonable sale in accordance with Florida Uniform Commercial Code.
- 17) **Insurance:** Tenant, at Tenant's expense, shall secure its own insurance to protect itself against all perils of whatsoever nature. Insurance on the 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 risks of loss to stored property that would be covered by such insurance. Insurance carried by the Owner shall be for the sole benefit of the Owner and Tenant shall make no claim against the insurance of the Owner. 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.
- 18) **Nontransferable:** This agreement shall not be transferable, assignable or the above premises sublet without the prior written consent of the Owner. No subletting is allowed.
- 19) **Tenants are strongly encouraged to take antitheft measures of their own to protect their property.** These measures include: personal security cameras operating on WIFI; trailer locks; locking trailer boots and removal of loose property such as fishing poles, coolers, etc from the storage facility. No unsecured personal property is to be left in or around any vehicle or space. All loose personal property needs removed or securely locked by tenant at all times or it will be stolen.

Check all that apply:

- I will install a trailer lock and keep it locked at all times when my property is stored at Central Sarasota Boat Storage. Contact me to get the key if my trailer ever requires moving.
- I will install a personal security camera on my property and monitor it independently while my property is stored at Central Sarasota Boat Storage. Personal security cameras may be connected free of charge to Central Sarasota Boat Storage's WIFI.

Signature below indicates agreement to all points of this contract. Do not sign this agreement until you have read it fully and understand it clearly. Keep a copy of this agreement to protect your legal rights.

Tenant's Printed Name: _____

Tenant's Signature: _____

Date: _____



CENTRAL SARASOTA BOAT STORAGE

PaySimple Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town)

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below or call to provide your payment details:

I _____ authorize Central Sarasota Boat Storage to charge my credit card or bank account indicated below for _____ on the first day of each month for payment of my monthly rental space.

Billing Address _____ Phone# _____
City, State, Zip _____ Email _____

Checking/ Savings Account

Checking Savings

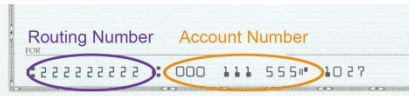
Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

CCV Code _____

SIGNATURE _____ DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Art + Nature in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Art + Nature may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.



CENTRAL SARASOTA BOAT STORAGE

RULES

1. Gate code may not be given or loaned to anyone.
2. WIFI password may not be given to anyone.
3. Electric use is by permission only and is only granted for occasional use.
4. The boat or equipment referred to on your storage agreement is the only item that is to be stored in the space.
5. No major repairs can be performed on the premises. No fiberglass work, painting or anything involving toxic chemicals is permitted.
6. No dumping of oil, fuel or hazardous waste anywhere on the property.
7. For sale signs are not to be posted on boat or trailer.
8. A copy of current registration and insurance will be provided prior to the boat occupying the space. Failure to provide insurance information means the Tenant verbally acknowledges that they have a valid policy on their vehicle.
9. No right of ownership created under this agreement may be transferred.
10. Owner reserves the right to terminate this agreement at any time.
11. Use of water and electricity shall not be continuous and is based on the understanding that Tenant will not abuse the use of these utilities. Please limit your water use. Excessive water usage will result in rent increases.
12. Leave the hoses neatly coiled after use – even if you did not find them that way.
13. It is the responsibility of Tenant to verify upon exiting facility that all utilities (water and electric) have been turned off and the gate has been securely closed and locked.
14. No climbing on trees, fence or other property or structures located on the premises.
15. Broken equipment, fencing, dangerous conditions, or theft should be reported to Owners immediately.
16. Photo of driver's license will be kept on file with Owners.
17. Park in your assigned space only.
18. Please do not put fish carcasses or other excessively smelly debris in the dumpster.
19. Throw away all trash in the dumpster and pick up litter on the ground so everyone can enjoy a clean facility.
20. DO NOT leave loose unsecured property on or around your vehicle. Remove or secure fishing poles, coolers, GPS units, etc. or they WILL be stolen and owner is not liable.

Assigned space # _____

Personal Gate Code: _____

WIFI password: _____

Keep this page for your records.

Failure to comply with the rules will result in termination of your storage agreement.