

River Place on the St. Lucie Community Development District

10 x 20 Space

10 x 26 Space

Tenant's Name

River Place User General Public User

Home Address Zip Code

Home Phone Work Phone

Cell Phone Email

Property Tenant intends to store

Description (make/model) Age

Length Width including trailer, if there are any. Height

Color Vessel Reg. # Tag#

Commercial message (if painted on the vehicle or sign attached)

1. Term of Rental Agreement.

The Term of this Agreement shall commence on the first (1st) day of 20

and terminate on the last day of 20

Occupancy shall commence on 20

The minimum term for an Agreement is one (1) month. All Agreements commence on the first (1st) day of the month and terminate on the last day of the month at the conclusion of the Agreement Term. Occupancy for any partial month before or after the Agreement Term above defined shall be based on a pro-rated, per diem, share of the monthly rental fee. All terms and conditions of the Agreement shall also apply to per diem occupancy periods extending before or after the above defined Term of Rental agreement.

2. Rental Fee. Monthly Rental Fee \$ Total Rental Fee for Term of Agreement \$

Rental Fee Schedule: River Place User	\$50 / \$60 Monthly Rental Fee.
General Public User	\$75 / \$90 Monthly Rental Fee.

3. Use and Compliance. a) The space named herein is to be used by the Tenant solely for the purpose of storing pre-approved personal property used for extra vehicular or recreational purposes belonging to the Tenant. The Tenant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, and hazardous or pollutant materials, improperly packed food or. perishable goods or any other goods in the space which would cause danger or nuisance to the space or surrounding area. 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. 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. If hazardous substances are stored, used, generated or disposed of on any portion of the River Place on the St. Lucie premises, or if any portion of the premises

becomes contaminated in any manner for which the Tenant is legally liable, Tenant shall indemnify and hold harmless the *River Place on the St. Lucie Community Development District* (the "District") and the *River Place on the St. Lucie Owners Association, Inc.* (the "Association") from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Tenant.

b) Tenant agrees not to conduct any business out of the storage space or storage area, and further agrees that the space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decorations, painting or other contracting in this space unless given written permission by the *District*, violation of the prohibitions in this article shall be deemed a default and shall be grounds for immediate termination of the Agreement and shall cancel Tenant's right of occupancy. Tenant agrees to hold the *District*, the *Association*, other Tenants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision.

4. Security. Tenants use the self service extra vehicular storage area with the understanding that there is a common, locked entry gate with key. Each tenant in the storage area is in possession of a print of the same key. There is no night lighting for security. The stalls are open to weather elements and accessible by other Tenants. A chain link fence and locked gate is provided. The lock on the entry gate will retain the key inserted until the lock is again closed and key thereby released.

5. Tenants Store Personal Property at Their Own Risk. Tenants use the self service storage area at their own risk and assume responsibility for damaging property of the *District* or any other Tenant. Neither the District nor the Association is responsible for any loss or damage to property in the storage area or rental space. Tenant expressly waives any claim against District due to damage to Tenant's personal property while being stored on District premises.

6. Insurance is the Tenant's Responsibility. The *District* does not provide insurance coverage on any personal property in the storage area. Tenant, at Tenant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever nature. The Tenant shall provide proof of insurance acceptable to the District for Tenant's property in the self storage area prior to the commencement of the lease and any renewal thereof. If the Tenant elects to "self-insure", the Tenant personally assumes all risk of loss or damage.

7. Waiver of Jury Trial. The *District* and the Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint brought by either the *District* against the Tenant, or Tenant against the *District* 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 loss or damage or the enforcement of any remedy under any law, statute or regulation.

8. Abandonment. Without limiting the right of the *District* to conclude for other reasons that Tenant has actually abandoned the Premises and the Property located in or on the Premises, Tenant agrees that the *District* may conclusively deem an abandonment by Tenant of the Premises and all property in or on the Premises to have occurred should Tenant fail to notify the *District* in writing of Tenant's intention not to abandon the Premises and the Property within five (5) days following *District's* written notice of belief of abandonment, which notice may be given and shall be deemed to be effective as provided with respect to "Notice" as defined in paragraph 9 if this Agreement.

9. Notices. Any written notices or demands required or permitted to be given under the terms of this Agreement shall be given by deposit in the United States mail, first class with postage thereon fully prepaid and

addressed, and in the case of the *District*, to the business address of the Property Manager and in the case of Tenant to the address specified by Tenant pursuant to this Agreement as Tenant's "Home Address". Service of any notice or demand required or permitted under the terms of the Agreement to be given to Tenant shall be deemed complete on the date of deposit in the United States mail.

10. Termination and Renewal. This Agreement shall automatically renew at the conclusion of any rental Term consisting of two (2) months or longer in duration. Thirty (30) days prior to the expiration of the Rental Term, Tenant must notify the Property Manager for the *District*, in writing, of Tenant's intention to cancel this Agreement at the end of the Term.

11. Rental Payments and Late Fee Penalty. a) Rent is due, in the business office of the Property Manager for the *District*, on or by the first (1st) day of each month during the Term of this Agreement. b) Checks returned due to "Insufficient Funds" will not be re-deposited. In such event, Tenant shall be required to provide a money order or cashier's check to replace the returned insufficient funds check for the amount of the rent due plus \$25 "Returned Check Charge". c) Late payments charges schedule: 10th day late fee of \$10; 20th day late fee of \$20; 35th day Lien sale fee of \$50. d) In the event Tenant refuses to give up possession of the premises at the end of the Agreement Term, the Tenant shall be obligated to pay double the rental fee for such period. e) Upon a storage space being deemed "Abandoned", pursuant to Paragraph 8 of this Agreement, the Property Manager for the District shall confiscate and sell or discard any items in the storage space. In the event items are sold, the costs of sale, disposal, legal, administrative and hauling expenses and other monies due the District in connection with this Agreement shall be deducted from the proceeds and the balance, if there be any, shall be refunded to the Tenant.

12. Key Deposit. A Key Deposit of **\$100** shall be refunded by the *District* within thirty (30) days following the return of the key by the Tenant to the Property Manager for the *District*, provided no other outstanding monies are due the *District* by the Tenant under the Terms and Conditions of this Agreement.

Tenant acknowledges that he/she has read, is familiar with and agrees to all of the provisions of this Agreement. This Agreement specifically incorporates by reference Florida Statutes 83.801-.809 inclusive, which is the "Self-Storage Facility Act".

Tenant Signature_____Date_____

Driver's License_____Expires_____

Approval of Property Manager for the District_____Date_____

Property Manager for the River Place on the St. Lucie Community Development District:
Watson Association Management
430 NW Lake Whitney Place, Port St. Lucie, FL 34986, Office: (772) 871-0004 Fax: (772) 871-0005

Checks MUST be payable to: *River Place CDD*

Mailing address for your bill/rent payment check is: *River Place CDD*
c/o CenterState Bank
P.O. Box 668947 Miami, FL 33166-9425

Rental Coordinator: MICHAEL MODICA
Phone: (772) 871-0004
EMAIL: mmodica@watsonrealtycorp.com