

LEASE AGREEMENT

Self Storage Center of Ocala@yahoo.com

1300 SW 27th Avenue • Ocala, FL 34471 • (352) 237-7711

UNIT # 1130

TRANSFER	FROM: _____ TO: _____	ABSOLUTELY NO FOOD OR DRINK ALLOWED TO BE STORED IN UNIT!
LEASE DATE	<u>6/30/23</u>	ADMINISTRATION FEE <u>10.00</u>
UNIT NO/APPROX. SIZE	<u>1130 (10X20)</u>	UNIT RENT <u>155.00</u>
ACCESS CODE	<u>1130 #</u> <u>*</u>	ADVANCE RENT (<u>11</u> mos.) <u>1705.00</u>
RENT DUE DATE	<u>30th</u> ☐	MISCELLANEOUS (Credit) <u>-155.00</u>
MONTHLY ON THE	<u>6th</u> ☐	<u>1 yr Pd - 1 month free</u>
DATE LATE/LATE FEE (\$15.00)		TRANSFER OLD/ NEW/
RETURNED CHECK FEE	<u>\$30.00 minimum</u>	TAX _____
MONTHLY RENT IS	<u>155.00</u>	TOTAL AMOUNT PAID <u>1715.00</u>
(Tax Included)		(Cash/Check No. _____ /Credit Card _____)
THIS LEASE AGREEMENT EXECUTED IN DUPLICATE THIS <u>30th</u> DAY OF <u>June</u> 20 <u>23</u> BETWEEN		
SELF STORAGE CENTER OF OCALA, LANDLORD, AND <u>Ocala Recreation & Parks</u> , "TENANT(S)".		
MAILING ADDRESS <u>828 NE 8th Ave</u> CITY <u>Ocala</u> ST <u>FL</u> ZIP <u>34470</u>		
RES. PHONE _____ CELL PHONE _____ WORK PHONE <u>352-368-5505</u>		
DRIVER'S LICENSE NO. <u>915247422480</u> ST <u>FL</u> EMPLOYER _____		
VEHICLE MAKE <u>City of Ocala vehicle</u> YEAR _____ LICENSE TAG NO. _____ ST <u>FL</u>		
LOCAL CONTACT <u>John Spencer</u> PHONE <u>352-509-1005</u>		
TENANT'S DESCRIPTION OF STORED PROPERTY: <u>Events Supplied</u>		
ARE THERE LIENS ON STORED PROPERTY? YES () NO (X) LIEN HOLDER _____		
ARE YOU CURRENTLY LEASING A UNIT WITH US? YES (X) NO () IF YES, UNIT # <u>1131-1112</u>		
Please be advised if you are in arrears with any one unit, you will be locked out of all units until all balances are paid in full.		
*ARE YOU IN THE ARMED SERVICES? YES () NO (X) *How did you hear about us? _____		

DUMPSTER IS FOR OFFICE USE ONLY

DESCRIPTION OF LEASE CONTENTS

- This is a month to month lease Agreement. The minimum lease term is one (1) month.
- Rent payments are due in U.S. Funds without demand each month on the "Rent Due Date" stated above. **YOU WILL NOT BE BILLED.** Make checks payable to **Self Storage Center of Ocala**.
- There are **NO REFUNDS** for unused Rent or Administration Fees.
- Your monthly rent payment must be **RECEIVED** by us within five (5) days of your due date. If your rent payment is not received by the 5th day, your access code will be deactivated and your unit overlocked. A \$15.00 Late Fee will be added to the balance due and access will be denied until all rent and late fees are paid in full. If your rent payment is not received by the 14th day after your due date, we may begin Lien Sale proceedings.
- Your stored property may be subject to a Lien Fee of \$20.00 for unpaid rent and late fees for 15 consecutive days. Your property may be subject to a Lien Sale if the rent and other charges remain unpaid for thirty (30) consecutive days. This Lien Sale and its enforcement is authorized by Chapter 83 of the Self Storage Facility Act. In addition to all rent and fees, you will also be responsible to pay any and all auction fees \$50.00. ☐
- LANDLORD STRONGLY RECOMMENDS THAT TENANT OBTAIN HIS OWN LIABILITY AND PROPERTY INSURANCE. IT IS EXPRESSLY UNDERSTOOD THAT LANDLORD SHALL HAVE NO LIABILITY FOR DAMAGE TO, OR LOSS OF, PROPERTY PLACED IN "TENANTS" STORAGE SPACE OR ON THE FACILITY PROPERTY. ☐ KW
Tenants Initials
- There is a \$30.00 minimum charge for **ANY** check returned by your bank and a \$15.00 Late Fee if the returned check should make your rent late and a \$20.00 Lien Fee for 15 days.
- It is the Tenant's responsibility to notify Landlord **in writing** of any change of address or telephone number.
- The storage space must be kept locked with Tenant's rented or owned lock and key for as long as Tenant occupies the storage space. **REMOVAL OF YOUR LOCK CONSTITUTES ABANDONMENT.**
- Tenant agrees that all items placed in Tenant's storage unit will be totally removed from the premises at the time of vacate and the unit must be left in the same condition as it was at the time of leasing and **all locks removed** from said unit. Tenant further agrees to reimburse Landlord for any hauling and disposal charges, repairs, modifications or replacement of any building components damaged or removed by Tenant.

NUMBER OF KEYS ISSUED 3 Keys ☐

PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING; YOU ARE BOUND BY IT. (See #26 on reverse side). Under the terms and conditions shown on both sides of this Agreement for the use of the storage unit described herein, I have verified the accuracy of the information provided by me in this Lease and attest that it is true and correct to the best of my belief and knowledge. I affix my signature in full acknowledgment and understanding of this Lease Agreement.

Absolutely NO SMOKING is permitted in the Climate Control Bldg. or inside any unit - Failure to comply will result in immediate eviction.

Ken Whitehead 7/14/2023
 TENANT
 1587771E38874F4... DATE

Spencer@dentastl.org
 EMAIL ADDRESS

Kickin' J. Kull 6/30/23
 LANDLORD/MANAGER DATE

Approved as to form and legality:

William E. Sexton
 William E. Sexton, Esq.
 City Attorney

This rental agreement is executed in duplicate at the place and on the date between Landlord and Tenant as evidenced by their signatures on the front of this agreement and is made subject to the terms and conditions set forth below and on the reverse of this agreement, which terms and conditions are incorporated herein and made a part hereof for all purposes.

1. **DESCRIPTION OF SPACE:** In consideration of the covenants, conditions and agreements hereinafter contained to be kept and performed by Tenant, Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the herein described property, hereinafter called the "space" or "unit", or if referring to the entire property, "the facility".
2. **TERM:** The lease shall commence on the date of execution of this agreement and shall terminate thirty (30) days hereafter unless extended, renewed, or unless sooner terminated according to the provisions hereof. In the Event the lease is extended or renewed, it is expressly agreed that the covenants and terms of this agreement shall remain in full force and effect.
3. **LANDLORD'S OPTION TO RENEW:** Landlord reserves the right not to extend or renew the lease for any cause whatsoever, and Tenant agrees to vacate upon demand, or upon failure to comply with or breach of any terms, conditions or covenants.
4. **USE AND COMPLIANCE WITH LAW:** The space shall not be used for any unlawful purpose and will be kept in good condition. No property will be stored at the facility unless Tenant legally has the right to have possession of that property. Tenant may from time to time during the duration of this agreement place on or in the leased space personal or commercial properties, but the Landlord is under no duty to maintain any inventory or any other records of contents so placed. The storage of welding, flammable, chemical, odorless, explosive, or other inherently dangerous material is prohibited. Tenant shall not store any items which shall be in violation of any order or requirements imposed by the board of health, sanitary and police departments or other appropriate government body, or do any act or cause to be done any act which creates a nuisance in or upon the space or connected with the facility during the term of this lease or any renewal or extension thereof. In Landlord's sole discretion, access to the facility may be conditioned in any manner deemed reasonably necessary by Landlord.
5. **RADON GAS:** A naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
6. **NON-LIABILITY OF LANDLORD AND INSURANCE OBLIGATIONS OF TENANT:** All property stored within the space or located at the facility shall be at Tenant's sole risk. Landlord carries no insurance which in any way covers any loss whatsoever that Tenant may have or claim by renting the storage space or being on the facility, and therefore Tenant must obtain insurance at his own expense. Landlord strongly recommends that Tenant secure his own insurance to protect himself and his property against all perils of whatsoever nature. Tenant agrees to notify Landlord, in writing, if Tenant is storing property with an aggregate value in excess of \$5,000.00. Landlords shall not be liable to Tenant or Tenant's invitee, family, employees, agents, or servants for any personal injuries or property damage of loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God, or any other cause whatsoever, unless the same is due to the willful acts or gross negligence of Landlord, his agents, servants, or employees. Tenant acknowledges that Landlord does not take care, custody, control, possession, or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space, or the contents thereof. Tenant must take whatever steps he/she deems necessary to safeguard what is at the facility or in the space. Tenant must provide his/her own lock and keys and assumes full responsibility for who has possession of the keys and access to the space. Landlord shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities, appliances, or fixtures, if any, provided to Tenant under terms of this rental agreement.

TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Landlord from and against any and all, and any manner of claims for damages or loss to property or personal injury and costs including attorney's fees arising from Tenant's use of the space or the facility, or from any activity, work, or thing done, permitted or suffered by Tenant in or on the space or about the facility. **see below* *Wk* Should any Landlord's employees perform any services for Tenant, at Tenant's request, such employee shall be deemed to be the agent of Tenant's, regardless of whether payment for such service is made or not, and Tenant agrees to bill Landlord harmless from all liabilities in connection with or arising from, directly or indirectly such services performed by employees of Landlord. Notwithstanding that Landlord shall not be liable for such occurrences. Tenant agrees to notify Landlord immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person in any such circumstances.

Nothing in this section is intended to limit or waive either party's rights under the applicable laws of the State of Florida, including but not limited to, Florida Statutes Chapter 83 of the SELF STORAGE FACILITY ACT.

7. **ALTERATION, SIGNS, AND WASTE:** Tenant shall not make or suffer to be made any alteration of the space or facility nor post any sign without express written consent of the Landlord. Tenant shall not commit any waste in the space or at the facility.
8. **LANDLORDS RIGHT TO ENTER, INSPECT, AND REPAIR:** Upon the request of Landlord, Tenant shall provide access to Landlord to enter the leased space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency, Landlord may enter the leased space for any of the above stated purposes without notice or consent from Tenant, and Landlord reserves the right to remove the contents of the leased space to another space or facility. For the purpose of this paragraph, the term "emergency" means any sudden or unexpected occurrence or circumstance which demands immediate action.
9. **CONTRACTUAL LANDLORD'S LIEN:** In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Landlord is hereby given a contractual Landlord's lien upon the property, now or at any time hereafter, stored in the space or at the facility to secure the timely performance of this agreement by Tenant and secure the payment of all rents, charges and costs incident to Tenant's default. Furthermore, Landlord has a lien on all property in a self-service storage facility for the payments of rent or other charges that are due and unpaid by the Tenant, pursuant to the applicable laws of the State of Florida.
10. **DEFAULT:** Time is of the essence in the performance of this agreement and in payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Tenant shall fail or refuse to perform any of the covenants, conditions, or terms of this agreement, Tenant shall be conclusively deemed in default in the performance of this agreement.

If case of default, at its option and without prejudice to any other remedies, Landlord may:

Terminate the rental agreement: or

Seize and sell the property against which a lien has attached under the applicable laws of the State of Florida, in accordance with the provisions of said property code section, which provide said property will be advertised for sale by newspaper, publication or by posting and sold at public sale to the highest bidder at the self-service storage facility, or at a reasonably nearby public place following written notice of Landlord's claim being sent to Tenant, and default has continued until the 15th day after the day on which the first notice of sale was published or posted: or

Seize and sell the property against which a lien has been attached under the applicable laws of the State of Florida, in accordance with a judgement by court of competent jurisdiction that forecloses the lien and orders the sale of the property.

11. **PROPERTY NOT SOLD:** If any of the property remains unsold after Landlord has complied with all relevant requirements of the applicable law of the State of Florida, Landlord may dispose of the said property in any manner considered appropriate by Landlord, including but not limited to, destroying the personal property.
12. **BREACH OF COVENANTS OR CONDITIONS:** A breach of any of the covenants or conditions of this agreement by Tenant shall, at the option of Landlord, terminate this lease and at which time said lease shall become null and void.
13. **BANKRUPTCY AND OTHER LEGAL ACTIONS:** In the event that Tenant files a voluntary petition in bankruptcy or suffers a petition in involuntary bankruptcy filed against him/her or makes an assignment for the benefit of creditors or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the leased premises is an issue, at the option of the Landlord, this lease shall be terminated, and Tenant shall thereafter have no right, title or interest in or to the leased properties.
14. **WAIVER:** No waiver by Landlord, his agents, representatives or employees of any breach of default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant, condition or term hereof.
15. **CHANGE OF TERMS:** All terms of this agreement, including without limitation, monthly rental rates, conditions of occupancy, and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Tenant. If changes are made, the Tenant may choose to terminate this agreement and is free to do so upon rendering and fulfilling Tenant's own 15 day notice to terminate. If the Tenant does not give such notice, the change shall become effective and apply to his/her occupancy.
16. **RECOVERY OF ATTORNEY'S FEES AND COSTS:** In the event any action be instituted to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession, of the space or facility for any default or breach of this rental agreement by Tenant, Tenant agrees to and shall pay Landlord's reasonable attorney's fees, costs, expenses in connection therewith.
17. **INDEMNIFY AND HOLD HARMLESS:** Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, disbursements, expenses, (including attorney's fees), demands, claims, actions, or causes of action arising directly or indirectly from this agreement or any renewal or extension thereof. **see below* *Wk*
18. **SUBLETTING OR ASSIGNMENT:** Subletting of the space or any portion thereof or assignment of this agreement is absolutely prohibited.
19. **CHANGE OF ADDRESS:** It shall be the duty of the Tenant to furnish the Landlord in writing, any change of address or phone number.
20. **SEVERABILITY CLAUSE:** If any part of this agreement for any reason is declared invalid, such decision shall not effect the validity of any remaining portion, which shall remain in full force and effect as if the agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this agreement without including any such part, parts or portions which may, for any reason be hereafter declared invalid.
21. **SUCCESSION:** All of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
22. **FLORIDA LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Florida.
23. **EXCLUSION OF ALL WARRANTIES:** The agent and employees of Landlord are not authorized to make warranties about the space or facility referred to in this agreement. Landlord's, agents, and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed 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 the opportunity to inspect, and has inspected the space, premises, and facility, and that Tenant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.
24. **ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings, either by written or oral agreement, between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, or unless such terms are modified pursuant to the provisions of paragraph #13 above.
25. **HEADINGS:** The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in construing this agreement nor in ascertaining the intentions of the parties.
26. **RIGHT TO CANCEL:** Tenant has the right to cancel this agreement at any time within forty-eight (48) hours following his signing of the agreement for any reason whatsoever and receive a refund of rent & sales tax only - PAID TO LANDLORD.

* Tenant's liability is limited to the limits set forth in Florida Statute Section 768.28 in force at the time this agreement is entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to Tenant pursuant to Florida law.

LEASE AGREEMENT

Self Storage Center of Ocala@yahoo.com

1300 SW 27th Avenue • Ocala, FL 34471 • (352) 237-7711

UNIT # 1131

TRANSEER FROM: TO: **ABSOLUTELY NO FOOD OR DRINK ALLOWED TO BE STORED IN UNIT!**

LEASE DATE 10/30/23 ADMINISTRATION FEE 10.00

UNIT NO/APPROX. SIZE 1131 (10x20) UNIT RENT 155.00

ACCESS CODE 1131#5517* ADVANCE RENT (11 mos.) 1705.00

RENT DUE DATE 30th ☐ MISCELLANEOUS (credit) -155.00

MONTHLY ON THE 1st ☐ 1yr. Pd. - 1 month free

DATE LATE/LATE FEE (\$15.00) 1st ☐

RETURNED CHECK FEE \$30.00 minimum TAX

MONTHLY RENT IS 155.00 TOTAL AMOUNT PAID 1715.00

(Tax Included)

(Cash/Check No. /Credit Card)

THIS LEASE AGREEMENT EXECUTED IN DUPLICATE THIS 30th DAY OF June 2023 BETWEENSELF STORAGE CENTER OF OCALA, Ocala Recreation & Parks, "TENANT(S)".MAILING ADDRESS 828 NE 8th Ave CITY Ocala ST FL ZIP 34470RES. PHONE 352-474-2480 CELL PHONE 352-268-5508 WORK PHONEDRIVER'S LICENSE NO. 3152474722480 ST FL EMPLOYERVEHICLE MAKE City of Ocala Vehicle YEAR 2015 LICENSE TAG NO. 352-509-1005 ST FLLOCAL CONTACT John Spencer PHONE 352-509-1005TENANT'S DESCRIPTION OF STORED PROPERTY: Event Supplies

ARE THERE LIENS ON STORED PROPERTY? YES () NO (X) LIEN HOLDER

ARE YOU CURRENTLY LEASING A UNIT WITH US? YES (X) NO () IF YES, UNIT # 1130-1112

Please be advised if you are in arrears with any one unit, you will be locked out of all units until all balances are paid in full.

*ARE YOU IN THE ARMED SERVICES? YES () NO () *How did you hear about us?

DUMPSTER IS FOR OFFICE USE ONLY ☐

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- This is a month to month lease Agreement. The minimum lease term is one (1) month.
- Rent payments are due in U.S. Funds without demand each month on the "Rent Due Date" stated above. **YOU WILL NOT BE BILLED.** Make checks payable to Self Storage Center of Ocala.
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NUMBER OF KEYS ISSUED 3 Keys ☐

PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING; YOU ARE BOUND BY IT. (See #26 on reverse side). Under the terms and conditions shown on both sides of this Agreement for the use of the storage unit described herein, I have verified the accuracy of the information provided by me in this Lease and attest that it is true and correct to the best of my belief and knowledge. I affix my signature in full acknowledgment and understanding of this Lease Agreement.

Absolutely **NO SMOKING** is permitted in the Climate Control Bldg. or in the storage unit. Failure to comply will result in immediate eviction.

Ken Whitehead 7/14/2023
 TENANT SIGNATURE DATE

ispencer@ocalafl.org
 EMAIL ADDRESS
Vickie J. Spence 6/30/23
 LANDLORD/MANAGER DATE

Approved as to form and legality:

William Sexton
 William Sexton, Esq.
 City Attorney

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- Should any Landlord's employees perform any services for Tenant, at Tenant's request, such employee shall be deemed to be the agent of Tenant's, regardless of whether payment for such service is made or not, and Tenant agrees to bill Landlord harmless from all liabilities in connection with or arising from, directly or indirectly such services performed by employees of Landlord. Notwithstanding that Landlord shall not be liable for such occurrences. Tenant agrees to notify Landlord immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person in any such circumstances.
- Nothing in this section is intended to limit or waive either party's rights under the applicable laws of the State of Florida, including but not limited to, Florida Statutes Chapter 83 of the SELF STORAGE FACILITY ACT.
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If case of default, at its option and without prejudice to any other remedies, Landlord may:

Terminate the rental agreement: or

Seize and sell the property against which a lien has attached under the applicable laws of the State of Florida, in accordance with the provisions of said property code section, which provide said property will be advertised for sale by newspaper, publication or by posting and sold at public sale to the highest bidder at the self-service storage facility, or at a reasonably nearby public place following written notice of Landlord's claim being sent to Tenant, and default has continued until the 15th day after the day on which the first notice of sale was published or posted; or

Seize and sell the property against which a lien has been attached under the applicable laws of the State of Florida, in accordance with a judgement by court of competent jurisdiction that forecloses the lien and orders the sale of the property.

11. **PROPERTY NOT SOLD:** If any of the property remains unsold after Landlord has complied with all relevant requirements of the applicable law of the State of Florida, Landlord may dispose of the said property in any manner considered appropriate by Landlord, including but not limited to, destroying the personal property.
12. **BREACH OF COVENANTS OR CONDITIONS:** A breach of any of the covenants or conditions of this agreement by Tenant shall, at the option of Landlord, terminate this lease and at which time said lease shall become null and void.
13. **BANKRUPTCY AND OTHER LEGAL ACTIONS:** In the event that Tenant files a voluntary petition in bankruptcy or suffers a petition in involuntary bankruptcy filed against him/her or makes an assignment for the benefit of creditors or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the leased premises is an issue, at the option of the Landlord, this lease shall be terminated, and Tenant shall thereafter have no right, title or interest in or to the leased properties.
14. **WAIVER:** No waiver by Landlord, his agents, representatives or employees of any breach of default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant, condition or term hereof.
15. **CHANGE OF TERMS:** All terms of this agreement, including without limitation, monthly rental rates, conditions of occupancy, and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Tenant. If changes are made, the Tenant may choose to terminate this agreement and is free to do so upon rendering and fulfilling Tenant's own 15 day notice to terminate. If the Tenant does not give such notice, the change shall become effective and apply to his/her occupancy.
16. **RECOVERY OF ATTORNEY'S FEES AND COSTS:** In the event any action be instituted to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession, of the space or facility for any default or breach of this rental agreement by Tenant, Tenant agrees to and shall pay Landlord's reasonable attorney's fees, costs, expenses in connection therewith.
17. **INDEMNIFY AND HOLD HARMLESS:** Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, disbursements, expenses, (including attorney's fees), demands, claims, actions, or causes of action arising directly or indirectly from this agreement or any renewal or extension thereof. *see below* 
18. **SUBLETTING OR ASSIGNMENT:** Subletting of the space or any portion thereof or assignment of this agreement is absolutely prohibited.
19. **CHANGE OF ADDRESS:** It shall be the duty of the Tenant to furnish the Landlord in writing, any change of address or phone number.
20. **SEVERABILITY CLAUSE:** If any part of this agreement for any reason is declared invalid, such decision shall not effect the validity of any remaining portion, which shall remain in full force and effect as if the agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this agreement without including any such part, parts or portions which may, for any reason be hereafter declared invalid.
21. **SUCCESSION:** All of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
22. **FLORIDA LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Florida.
23. **EXCLUSION OF ALL WARRANTIES:** The agent and employees of Landlord are not authorized to make warranties about the space or facility referred to in this agreement. Landlord's, agents, and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed 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 the opportunity to inspect, and has inspected the space, premises, and facility, and that Tenant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.
24. **ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings, either by written or oral agreement, between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, or unless such terms are modified pursuant to the provisions of paragraph #15 above.
25. **HEADINGS:** The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in construing this agreement nor in ascertaining the intentions of the parties.
26. **RIGHT TO CANCEL:** Tenant has the right to cancel this agreement at any time within forty-eight (48) hours following his signing of the agreement for any reason whatsoever and receive a refund of rent & sales tax only - PAID TO LANDLORD.

* Tenant's liability is limited to the limits set forth in Florida Statute Section 768.28 in force at the time this agreement is entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to Tenant pursuant to Florida law. 

LEASE AGREEMENT

Self Storage Center of Ocala@yahoo.com

1300 SW 27th Avenue • Ocala, FL 34471 • (352) 237-7711

UNIT # 1112

TRANFER FROM: TO: **ABSOLUTELY NO FOOD OR DRINK ALLOWED TO BE STORED IN UNIT!**

LEASE DATE 6/30/23 ADMINISTRATION FEE 10.00

UNIT NO/APPROX. SIZE 1112 (15X30) UNIT RENT 300.00

ACCESS CODE 1112 # * ADVANCE RENT (11 mos.) 3300.00

RENT DUE DATE 30th MISCELLANEOUS (Credit) -300.00

MONTHLY ON THE 6th 1yr pd - 1 month free

DATE LATE/LATE FEE (\$15.00) 6th TRANSFER OLD/ NEW/

RETURNED CHECK FEE \$30.00 minimum TAX

MONTHLY RENT IS 300.00 TOTAL AMOUNT PAID 3310.00

(Tax Included) (Cash/Check No. /Credit Card)

THIS LEASE AGREEMENT EXECUTED IN DUPLICATE THIS 30th DAY OF June 2023 BETWEEN

SELF STORAGE CENTER OF OCALA, LANDLORD, AND Ocala Recreation & Parks, "TENANT(S)".

MAILING ADDRESS 828 NE 8th Ave CITY Ocala ST. FL ZIP 34470

RES. PHONE CELL PHONE WORK PHONE 352-368-5505

DRIVER'S LICENSE NO. 5152474722480 ST. FL EMPLOYER

VEHICLE MAKE City of Ocala Vehicle YEAR LICENSE TAG NO. ST. FL

LOCAL CONTACT John Spencer PHONE 352-509-1005

TENANT'S DESCRIPTION OF STORED PROPERTY: Event Supplies

ARE THERE LIENS ON STORED PROPERTY? YES () NO (X) LIEN HOLDER

ARE YOU CURRENTLY LEASING A UNIT WITH US? YES (X) NO () IF YES, UNIT # 1130-1131

Please be advised if you are in arrears with any one unit, you will be locked out of all units until all balances are paid in full.

*ARE YOU IN THE ARMED SERVICES? YES () NO (X) *How did you hear about us?

DUMPSTER IS FOR OFFICE USE ONLY

DESCRIPTION OF LEASE CONTENTS

- This is a month to month lease Agreement. The minimum lease term is one (1) month.
- Rent payments are due in U.S. Funds without demand each month on the "Rent Due Date" stated above. **YOU WILL NOT BE BILLED.** Make checks payable to Self Storage Center of Ocala.
- There are **NO REFUNDS** for unused Rent or Administration Fees.
- Your monthly rent payment must be **RECEIVED** by us within five (5) days of your due date. If your rent payment is not received by the 5th day, your access code will be deactivated and your unit overlocked. A \$15.00 Late Fee will be added to the balance due and access will be denied until all rent and late fees are paid in full. If your rent payment is not received by the 14th day after your due date, we may begin Lien Sale proceedings.
- Your stored property may be subject to a Lien Fee of \$20.00 for unpaid rent and late fees for 15 consecutive days. Your property may be subject to a Lien Sale if the rent and other charges remain unpaid for thirty (30) consecutive days. This Lien Sale and its enforcement is authorized by Chapter 83 of the Self Storage Facility Act. In addition to all rent and fees, you will also be responsible to pay any and all auction fees \$50.00. ☒
- LANDLORD STRONGLY RECOMMENDS THAT TENANT OBTAIN HIS OWN LIABILITY AND PROPERTY INSURANCE. IT IS EXPRESSLY UNDERSTOOD THAT LANDLORD SHALL HAVE NO LIABILITY FOR DAMAGE TO, OR LOSS OF, PROPERTY PLACED IN "TENANTS" STORAGE SPACE OR ON THE FACILITY PROPERTY. KW
Tenants Initials ☒
- There is a \$30.00 minimum charge for **ANY** check returned by your bank and a \$15.00 Late Fee if the returned check should make your rent late and a \$20.00 Lien Fee for 15 days.
- It is the Tenant's responsibility to notify Landlord **in writing** of any change of address or telephone number.
- The storage space must be kept locked with Tenant's rented or owned lock and key for as long as Tenant occupies the storage space. **REMOVAL OF YOUR LOCK CONSTITUTES ABANDONMENT.**
- Tenant agrees that all items placed in Tenant's storage unit will be totally removed from the premises at the time of vacate and the unit must be left in the same condition as it was at the time of leasing and **all locks removed** from said unit. Tenant further agrees to reimburse Landlord for any hauling and disposal charges, repairs, modifications or replacement of any building components damaged or removed by Tenant.

NUMBER OF KEYS ISSUED 2 doors 3 locks keys

PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO SIGNING; YOU ARE BOUND BY IT. (See #26 on reverse side). Under the terms and conditions shown on both sides of this Agreement for the use of the storage unit described herein, I have verified the accuracy of the information provided by me in this Lease and attest that it is true and correct to the best of my belief and knowledge. I affix my signature in full acknowledgment and understanding of this Lease Agreement.

Absolutely NO SMOKING is permitted in the Climate Control Bldg. or inside any unit - Failure to comply will result in immediate eviction.

DocuSigned by:
Ken Whitehead 7/14/2023
TENANT DATE
5677F7E38874F4

1spencer@ocalafl.org
EMAIL ADDRESS
William E. Sexton 6/30/23
LANDLORD/MANAGER DATE

Assigned as to form and legality:

William E. Sexton
William E. Sexton, Esq.
City Attorney

This rental agreement is executed in duplicate at the place and on the date between Landlord and Tenant as evidenced by their signatures on the front of this agreement and is made subject to the terms and conditions set forth below and on the reverse of this agreement, which terms and conditions are incorporated herein and made a part hereof for all purposes.

1. **DESCRIPTION OF SPACE:** In consideration of the covenants, conditions and agreements hereinafter contained to be kept and performed by Tenant, Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the herein described property, hereinafter called the "space" or "unit", or if referring to the entire property, "the facility".
 2. **TERM:** The lease shall commence on the date of execution of this agreement and shall terminate thirty (30) days hereafter unless extended, renewed, or unless sooner terminated according to the provisions hereof. In the Event the lease is extended or renewed, it is expressly agreed that the covenants and terms of this agreement shall remain in full force and effect.
 3. **LANDLORD'S OPTION TO RENEW:** Landlord reserves the right not to extend or renew the lease for any cause whatsoever, and Tenant agrees to vacate upon demand, or upon failure to comply with or breach of any terms, conditions or covenants.
 4. **USE AND COMPLIANCE WITH LAW:** The space shall not be used for any unlawful purpose and will be kept in good condition. No property will be stored at the facility unless Tenant legally has the right to have possession of that property. Tenant may from time to time during the duration of this agreement place on or in the leased space personal or commercial properties, but the Landlord is under no duty to maintain any inventory or any other records of contents so placed. The storage of welding, flammable, chemical, odorous, explosive, or other inherently dangerous material is prohibited. Tenant shall not store any items which shall be in violation of any order or requirements imposed by the board of health, sanitary and police departments or other appropriate government body, or do any act or cause to be done any act which creates a nuisance in or upon the space or connected with the facility during the term of this lease or any renewal or extension thereof. In Landlord's sole discretion, access to the facility may be conditioned in any manner deemed reasonably necessary by Landlord.
 5. **RADON GAS:** A naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
 6. **NON-LIABILITY OF LANDLORD AND INSURANCE OBLIGATIONS OF TENANT:** All property stored within the space or located at the facility shall be at Tenant's sole risk. Landlord carries no insurance which in any way covers any loss whatsoever that Tenant may have or claim by renting the storage space or being on the facility, and therefore Tenant must obtain insurance at his own expense. Landlord strongly recommends that Tenant secure his own insurance to protect himself and his property against all perils of whatsoever nature. Tenant agrees to notify Landlord, in writing, if Tenant is storing property with an aggregate value in excess of \$5,000.00. Landlords shall not be liable to Tenant or Tenant's invitee, family, employees, agents, or servants for any personal injuries or property damage of loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God, or any other cause whatsoever, unless the same is due to the willful acts or gross negligence of Landlord, his agents, servants, or employees. Tenant acknowledges that Landlord does not take care, custody, control, possession, or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space, or the contents thereof. Tenant must take whatever steps he/she deems necessary to safeguard what is at the facility or in the space. Tenant must provide his/her own lock and keys and assumes full responsibility for who has possession of the keys and access to the space. Landlord shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities, appliances, or fixtures, if any, provided to Tenant under terms of this rental agreement.
- TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Landlord from and against any and all, and any manner of claims for damages or loss to property or personal injury and costs including attorney's fees arising from Tenant's use of the space or the facility, or from any activity, work, or thing done, permitted or suffered by Tenant in or on the space or about the facility. *see below*
- Should any Landlord's employees perform any services for Tenant, at Tenant's request, such employee shall be deemed to be the agent of Tenant's, regardless of whether payment for such service is made or not, and Tenant agrees to bill Landlord harmless from all liabilities in connection with or arising from, directly or indirectly such services performed by employees of Landlord. Notwithstanding that Landlord shall not be liable for such occurrences. Tenant agrees to notify Landlord immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person in any such circumstances.
- Nothing in this section is intended to limit or waive either party's rights under the applicable laws of the State of Florida, including but not limited to, Florida Statutes Chapter 83 of the SELF STORAGE FACILITY ACT.
7. **ALTERATION, SIGNS, AND WASTE:** Tenant shall not make or suffer to be made any alteration of the space or facility nor post any sign without express written consent of the Landlord. Tenant shall not commit any waste in the space or at the facility.
 8. **LANDLORDS RIGHT TO ENTER, INSPECT, AND REPAIR:** Upon the request of Landlord, Tenant shall provide access to Landlord to enter the leased space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency, Landlord may enter the leased space for any of the above stated purposes without notice or consent from Tenant, and Landlord reserves the right to remove the contents of the leased space to another space or facility. For the purpose of this paragraph, the term "emergency" means any sudden or unexpected occurrence or circumstance which demands immediate action.
 9. **CONTRACTUAL LANDLORD'S LIEN:** In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Landlord is hereby given a contractual Landlord's lien upon the property, now or at any time hereafter, stored in the space or at the facility to secure the timely performance of this agreement by Tenant and secure the payment of all rents, charges and costs incident to Tenant's default. Furthermore, Landlord has a lien on all property in a self-service storage facility for the payments of rent or other charges that are due and unpaid by the Tenant, pursuant to the applicable laws of the State of Florida.
 10. **DEFAULT:** Time is of the essence in the performance of this agreement and in payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Tenant shall fail or refuse to perform any of the covenants, conditions, or terms of this agreement, Tenant shall be conclusively deemed in default in the performance of this agreement.

If case of default, at its option and without prejudice to any other remedies, Landlord may:

Terminate the rental agreement: or

Seize and sell the property against which a lien has attached under the applicable laws of the State of Florida, in accordance with the provisions of said property code section, which provide said property will be advertised for sale by newspaper, publication or by posting and sold at public sale to the highest bidder at the self-service storage facility, or at a reasonably nearby public place following written notice of Landlord's claim being sent to Tenant, and default has continued until the 15th day after the day on which the first notice of sale was published or posted; or

Seize and sell the property against which a lien has been attached under the applicable laws of the State of Florida, in accordance with a judgement by court of competent jurisdiction that forecloses the lien and orders the sale of the property.

11. **PROPERTY NOT SOLD:** If any of the property remains unsold after Landlord has complied with all relevant requirements of the applicable law of the State of Florida, Landlord may dispose of the said property in any manner considered appropriate by Landlord, including but not limited to, destroying the personal property.
 12. **BREACH OF COVENANTS OR CONDITIONS:** A breach of any of the covenants or conditions of this agreement by Tenant shall, at the option of Landlord, terminate this lease and at which time said lease shall become null and void.
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 14. **WAIVER:** No waiver by Landlord, his agents, representatives or employees of any breach of default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach of default in the performance of the same or any other covenant, condition or term hereof.
 15. **CHANGE OF TERMS:** All terms of this agreement, including without limitation, monthly rental rates, conditions of occupancy, and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Tenant. If changes are made, the Tenant may choose to terminate this agreement and is free to do so upon rendering and fulfilling Tenant's own 15 day notice to terminate. If the Tenant does not give such notice, the change shall become effective and apply to his/her occupancy.
 16. **RECOVERY OF ATTORNEY'S FEES AND COSTS:** In the event any action be instituted to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession, of the space or facility for any default or breach of this rental agreement by Tenant, Tenant agrees to and shall pay Landlord's reasonable attorney's fees, costs, expenses in connection therewith.
 17. **INDEMNIFY AND HOLD HARMLESS:** Tenant agrees to indemnify and hold harmless the Landlord from any and all costs, disbursements, expenses, (including attorney's fees), demands, claims, actions, or causes of action arising directly or indirectly from this agreement or any renewal or extension thereof. *see below*
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 21. **SUCCESSION:** All of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
 22. **FLORIDA LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Florida.
 23. **EXCLUSION OF ALL WARRANTIES:** The agent and employees of Landlord are not authorized to make warranties about the space or facility referred to in this agreement. Landlord's, agents, and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed 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 the opportunity to inspect, and has inspected the space, premises, and facility, and that Tenant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.
 24. **ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, either by written or oral agreement, between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, or unless such terms are modified pursuant to the provisions of paragraph #15 above.
 25. **HEADINGS:** The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in construing this agreement nor in ascertaining the intentions of the parties.
 26. **RIGHT TO CANCEL:** Tenant has the right to cancel this agreement at any time within forty-eight (48) hours following his signing of the agreement for any reason whatsoever and receive a refund of rent & sales tax only - PAID TO LANDLORD.
- * Tenant's liability is limited to the limits set forth in Florida Statute Section 768.28 in force at the time this agreement is entered into by the parties. Nothing in this agreement is intended to waive the sovereign immunity protections provided to Tenant pursuant to Florida law.

Certificate Of Completion

Envelope Id: 04828CA79C164B25916B7DA802978323

Status: Completed

Subject: FOR SIGNATURE - Storage Unit Lease Agreements - Public Storage Center of Ocala (REC/230302)

Source Envelope:

Document Pages: 6

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 3

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

6/30/2023 3:36:08 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 7/5/2023 11:17:26 AM

Electronic Record and Signature Disclosure:

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Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 7/5/2023 11:17:27 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2023 3:45:00 PM
Certified Delivered	Security Checked	7/5/2023 11:33:34 AM
Signing Complete	Security Checked	7/14/2023 8:07:46 AM
Completed	Security Checked	7/14/2023 8:07:46 AM
Payment Events	Status	Timestamps