

LICENSE AGREEMENT (STORAGE SPACE)

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| Sticker Number and Facility Address «ApartmentAddress» | | Contract Date December 19, 2002 | Contract Term Beginning: «ContractBeginDate» Ending: «ContractEndDate» |
| Type of Vehicle | Make of Vehicle | Color of Vehicle | Tag Number and State |
| Monthly Rent «MonthlyRent» | Prorated Rent «ProratedRent» | Security Deposit «SecurityDeposit» | Month to Month Fee \$«AdminFee» |
| Electronic Responder # «PetFee» | Non-Refundable Administrative Fee «PetDeposit» | | Prepared by: «PreparedBy» |

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into as of the ___ day of _____, 200___, by and between _____, a _____ ("Licensor") and _____ (jointly and severally, "Licensee").

WITNESSETH:

In consideration of the premises, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. **GRANT OF LICENSE:** Licensor hereby grant to Licensee a license for use of Self Storage Space No. _____, in the self storage area of the Licensor located at _____, Miami, Beach, Florida (the "Assigned Storage Space"), subject to the terms and conditions of this Agreement.

2. **PURPOSE OF LICENSE:** During the Term (as hereinafter defined), Licensee shall only be permitted to use the Assigned Storage Space for the purpose of storing property wholly owned by Licensee. Licensee agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Licensee. Licensee waives any and all claims for emotional or sentimental attachments to the stored property. Licensee further agrees not to store property in the Assigned Storage Space with a total value in excess of \$5,000.00 without the prior written permission of Licensor. If such written permission is not obtained, the value of the Licensee's property shall be deemed not to exceed \$5,000.00. Nothing herein shall constitute any agreement or admission by Licensor that Licensee's stored property has any value, nor shall anything alter the release of Licensor's liability set forth below. Licensee acknowledges and agrees that Licensor is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Licensor exercises neither care, custody nor control over Licensee's stored property, and Licensor shall have no duty to maintain any inventory or any other records of contents stored in the Assigned Storage Space.

3. **TERM:** The License shall be for the period from the date hereof through and until the earlier of:

Check the Appropriate Box

[If executing this Agreement in connection with the execution of a residential lease], (i) one (1) year following the date of this License, or (ii) the expiration or earlier termination of that certain

Lease of Unit ____ at _____ (the "Term"), unless sooner terminated in accordance with the terms hereof.

- [If 12 month contract]**, one (1) year following the date of this License (the "Term") unless sooner terminated in accordance with the terms hereof.
- [If month to month contract]**, thirty (30) days following the date hereof unless sooner terminated in accordance with the terms hereof (the "Term"), provided, however, that in the event either party fails to notify the other party in writing at least fifteen (15) days prior to the expiration of the Term that such party desires to terminate this License, the Term shall automatically be extended for an additional thirty (30) days.

[Notwithstanding the foregoing, Licensee may terminate this License at any time upon thirty (30) days prior written notice, together with payment to Licensor of a termination fee in the amount of _____ and No/100 Dollars (\$ _____)]

4. **PAYMENT/CONSIDERATION:** In consideration of the License herein granted, Licensee agrees to pay to Licensor a fee in the amount equal to _____ and No/100 Dollars (\$ _____) for each month during the Term (the "Fee"). Simultaneously with the execution of this Agreement, Licensee shall pay to Licensor the sum of _____ and No/100 Dollars (\$ _____) representing payment in full through _____, 200_. The next installment shall be due and payable on _____, 200_ and thereafter subsequent installments shall be due on the 1st day of each month of the Term.

5. **ENFORCEMENT.** This License shall be construed and governed in accordance with the laws of the State of Florida. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity, including, without limitation, (i) the right of Licensor to terminate this Agreement, (ii) the right of Licensor to seize and sell the stored property against which a lien has attached under paragraph 8 of this Agreement in accordance with a judgment by a court of competent jurisdiction that forecloses the lien and orders the sale of the stored property, and/or (iii) the right of Licensor to seize and sell the stored property against which a lien has attached under Chapter 83.805, Florida Statutes. In the event property remains unsold after Licensor has complied with all applicable legal requirements, Licensor shall have the right to otherwise dispose of said property in any manner considered appropriate by Licensor, including, without limitation, destroying such property. **NOTICE OF LICENSOR'S LIEN: PURSUANT TO FLORIDA LAW, LICENSEE'S STORED PROPERTY IS SUBJECT TO A LIEN FOR ANY UNPAID FEE AND OTHER CHARGES UNDER THIS AGREEMENT AND MAY BE SOLD. IF THE FEE OR OTHER CHARGES UNDER THIS AGREEMENT ARE MORE THAN FIVE (5) DAYS LATE, LICENSEE WILL BE DENIED ACCESS TO THE ASSIGNED STORAGE SPACE.**

6. **SECURITY DEPOSIT.** The Licensee has delivered to Licensor a property damage, cleaning and performance deposit in the amount of _____. This deposit, without interest, will be returned to Licensee within thirty (30) days following the expiration of this License, provided Licensee has complied with all of its obligations hereunder, including the delivery of the Assigned Storage Space to Licensor in the condition required under this Agreement. In the event the Licensee defaults in respect of any terms, provisions and conditions of this License, including, but not limited to, the payment of the Fee, Licensor may apply or retain the whole or any part of the deposit to the extent required for the payment of the Fee or any other sum as to which Licensee is in default or for any sum Licensor may expend or may be required to expend by reason of Licensee's default in respect of any terms, covenants and/or conditions of this Agreement. The amount of the deposit shall not be deemed to limit the liability of the Licensee under this Agreement. To the extent Licensor applies any portion of the deposit as aforesaid, Licensee agrees to replenish the deposit within three (3) business days following receipt of notice from Licensor.

7. LATE & SERVICE CHARGES. Licensee's lock shall be over locked after the Fee is five (5) days past due. Any account over five (5) days past due will have a \$10.00 late charge added. If the account becomes fifteen (15) days past due an additional \$10.00 late charge will be added to said account. In the event Licensor sends a notice under Chapter 83.806, Florida Statutes, to enforce its lien, an additional \$25.00 administrative fee shall be due. In the event of a foreclosure sale under Chapter 83.806, Florida Statutes, the Licensee shall be liable for an additional \$75.00 administrative fee to remove and dispose of the property from the Assigned Storage Space and to clean the Assigned Storage Space. A \$25.00 service charge will be added each time a check is returned for any reason. Should the Licensee use additional electricity, other than lighting, an additional charge shall be made.

8. LICENSOR'S LIEN. In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Licensee hereby grants to Licensor a first priority lien upon all property, now or at any time hereafter, stored in the Assigned Storage Space or at the facility to secure the performance by Licensee of all obligations, covenants and conditions under this Agreement, including, without limitation, the payment of the Fee. Licensee agrees that said lien and security interest may be enforced by distress, foreclosure or otherwise, at the election of the Licensor, that Licensor shall have all of the remedies of a secured party under the Uniform Commercial Code, and that Licensee shall execute such financing statements as shall be necessary to perfect such interest. The statutory lien for rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto.

9. RIGHT OF ENTRY. Licensor may enter Licensee's Assigned Storage Space for any of, but not limited to, the following reasons: pest control, maintenance, inspection, repair, alteration and fire protection. Upon the request of Licensor, the Licensee shall provide access to the Licensor to enter the Assigned Storage Space for the foregoing purposes. In case of emergency, the Licensor may enter the Assigned Storage Space for any of the foregoing purposes without notice or consent from the Licensee, and Licensor reserves the right to remove the contents of the Assigned Storage Space to another space. For the purposes of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate attention.

10. TAXES AND ASSESSMENTS. Licensee shall pay any sales, use or similar tax that may be imposed by any governmental authority with respect to the Fee and/or any other sums received by Licensor from Licensee under this License. Licensee shall pay any tax that may be imposed by any governmental authority with respect to Licensee's use of the Assigned Storage Space and/or the facility.

11. EXPIRATION OF TERM. Upon the expiration of the Term or earlier termination of this License, the License shall automatically terminate as to the Assigned Storage Space and be of no further force or effect without the necessity of any further action by either party. Upon termination of this License (whether or not the full Term has expired), Licensee shall immediately vacate the facility and surrender the Assigned Storage Space in the same condition in which Licensee received the same, normal wear and tear excepted. Any items left in the Assigned Storage Space following the expiration or earlier termination of this License may be removed by the Licensor at the sole cost and expense of the Licensee. Furthermore, Licensor shall have the right to deactivate Licensee's access card to the storage area upon the expiration or earlier termination of this License.

12. GOVERNMENTAL AND OTHER REQUIREMENTS; RULES AND REGULATIONS: Licensee shall faithfully observe in the use of the Assigned Storage Space all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. Licensee further agrees to comply with such rules and regulations of the Licensor, which may be posted by Licensor in the storage area or provided directly to Licensee from time to time. The rules and regulations promulgated by Licensor may condition access to the facility in any manner deemed reasonably necessary by Licensor. Licensee shall not store items in the Assigned Storage Space which are in violation of any order or requirements imposed by any

governmental authority. Licensee shall not do any act or cause to be done any act which creates or may create a nuisance in or upon the Assigned Storage Space or the facility.

13. HAZARDOUS AND TOXIC MATERIALS PROHIBITED. Licensee is strictly prohibited from storing or using materials in the Assigned Storage Space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation and from engaging in any activity which produces such materials. Licensee shall not store any welding or flammable, chemical, odorous, explosive or other inherently dangerous material in the Assigned Storage Space. Licensee's obligation of indemnity set forth below specifically includes any cost, expenses, fines, liabilities, damages and/or penalties imposed against or suffered by Licensor arising out of the storage or use of any hazardous or toxic materials by the Licensee, Licensee's agents, employees, invitees or guests. Licensor may enter the Assigned Storage Space at any time to remove and dispose of prohibited items.

14. INDEMNIFICATION: In consideration of the License herein granted, Licensee agrees that Licensee, at all times, will indemnify and hold harmless Licensor from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs at trial and all appellate levels) whatsoever, which may arise or be claimed against Licensor and be in favor of any persons, firms or corporations, for any injuries or damages to the persons or property of any persons, firms or corporations, consequent upon or arising from use or occupancy of the Assigned Storage Space by Licensee (or persons acting by, through or under Licensee) or consequent upon or arising from any acts, omissions, neglect or fault of Licensee, Licensee's agents, employees, or invitees. In case Licensor shall be made a party to any litigation commenced against Licensee, then Licensee shall protect and hold Licensor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Licensor in connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive the termination of this Agreement.

15. INSURANCE. Licensee, at Licensee's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of stored property. Licensee's obligation to obtain insurance on Licensee's property is a material condition of this Agreement and is for the benefit of both Licensee and Licensor. Failure to carry the required insurance is a breach of this Agreement and Licensee assumes all risk or loss to stored property that would be covered by such insurance. Licensee expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Licensee against Licensor, Licensor's agents or employees for loss or damage to stored property.

16. NO LIABILITY: Licensor makes no representations or warranties whatsoever to Licensee with respect to the condition of the Assigned Storage Space. Licensee acknowledges and agrees that the agents and employees of Licensor are not authorized to make any warranties about the Assigned Storage Space. LICENSEE SHALL NOT BE ENTITLED TO RELY UPON ANY ORAL STATEMENTS MADE BY ANY AGENTS AND/OR EMPLOYEES OF LICENSOR AND SUCH STATEMENTS SHALL NOT CONSTITUTE WARRANTIES AND SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT. Licensee acknowledges and agrees that Licensee has had an opportunity to inspect the Assigned Storage Space, and Licensee is accepting the Assigned Storage Space on an "AS IS" basis "WITH ALL FAULTS" and Licensee assumes all risk with respect to the condition thereof. Licensee agrees that Licensor will not be responsible for any loss, theft or damage to his/her stored property or to any articles left therein or for any injury or death and hereby waives any claims against the Licensor for any such loss or damage to the stored property or injury or death, even if such loss, damage, injury or death is caused by the active or passive acts or negligence of Licensor, its agents and/or employees or from any failure of, interruption or malfunction of the utilities, appliances or fixtures, if any, provided to the Licensee under this Agreement. Licensee further acknowledges and agrees that ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, QUALITY OR FITNESS OF THE ASSIGNED STORAGE SPACE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED.

17. LOCKS. The Assigned Storage Space must be securely locked with a locking device obtained by the Licensee, at the Licensee's sole cost and expense, and approved by the Licensor. The Licensee shall not be permitted to utilize a combination lock. Upon the expiration or earlier termination of this License, the Licensee shall be responsible for removing the lock.

18. ALTERATIONS. The Licensee shall not make or cause to be made any alterations of the Assigned Storage Space of facility nor post any sign thereon. Furthermore, Licensee shall not commit nor suffer to be committed any waste in or on the Assigned Storage Space or at the facility.

19. NOTICE: Any notice to be given under this License shall be in writing and sent to such party by United States certified mail, postage prepaid, return receipt requested, hand delivery or overnight delivery with a nationally recognized overnight delivery service (i.e. federal express), at the address set forth below each party's signature hereto. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice sent by mail shall be deemed given three (3) days following the date of mailing. Any notice sent by hand delivery shall be deemed given on the date delivered, and any notice sent by overnight delivery shall be deemed given on the day following the date sent.

20. TIME. Time is of the essence in the performance of this Agreement by Licensee, and in the payment of each and every installment of the Fee and other charges to be paid by Licensee hereunder.

21. NO WAIVER. Licensor's acceptance of a check constituting a partial payment of the Fee by Licensee does not constitute a modification of this Agreement and does not constitute a waiver of the requirement that the Licensee pay the Licensor the full Fee due under this Agreement.

22. ASSIGNABILITY; SUCCESSORS AND ASSIGNS: The Licensee shall not assign, sublicense, transfer or otherwise encumber this License or any interest herein, to any other person or entity. All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and permitted assigns. All expressed covenants of this License shall be deemed to be covenants running with the land.

23. ATTORNEYS FEES: If either party defaults in the performance of any of the terms or provisions of this License and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorneys fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy. This provision shall survive the expiration or earlier termination of this Agreement.

24. RECORDING: Neither this License nor any notice hereof shall be recorded in the public records; provided, however, that nothing set forth herein shall preclude Licensor from filing such instruments and notices as may be required for Licensor to foreclose its lien on the stored property or otherwise exercise any remedies available at law and/or equity.

25. CONSTRUCTION. The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this License have participated fully in the negotiation of this Agreement, and accordingly, this License shall not be more strictly construed against any one of the parties hereto. In construing this License, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

26. SEVERABILITY: In the event any term or provision of this License is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this License shall be construed in full force and effect.

27. ENTIRE AGREEMENT: This License contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Licensor and Licensee. Licensee acknowledges and agrees that Licensee has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this License in several counterparts each of which shall be deemed an original, but all constituting a single agreement, as of the day and year first above written.

Witnesses:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

LICENSOR:

_____, a _____

By: _____

Name: _____

Title: _____

Address: _____

(Corporate Seal)

LICENSEE:

Name: _____

Address: _____

Name: _____

Address: _____
