



790 NW 1st Ave, Deerfield Beach, FL 33441

PHONE: (954) 418 0777

www.MiznerMarina.com

MiznerMarinaFL@gmail.com

## **RENTAL AGREEMENT**

Tenant First Name: \_\_\_\_\_ Tenant Last Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ (if applicable)  
Tenant Mailing Address: \_\_\_\_\_  
Tenant Cell Phone # \_\_\_\_\_ Tenant Email Address: \_\_\_\_\_  
Tenant Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_  
Emergency Contact Name (optional): <ESign.TextboxOptional>  
Emergency Contact Phone (optional) <ESign.TextboxOptional>  
Vessel Description (year/make/length) \_\_\_\_\_  
Hull Identification # (HIN): \_\_\_\_\_  
Trailer VIN # (if applicable): \_\_\_\_\_

By providing an email address and/or cell phone #, TENANT agrees and accepts that notices by OWNER may be provided via e-mail and/or text message at any time. Lease terms and conditions may be amended by OWNER from time to time and can be viewed via www.MiznerMarina.com. **This is a month to month lease with a 3 month initial minimum term.** Once rent is paid, it is non-refundable.

### **WE OFFER FIVE DIFFERENT TYPES OF STORAGE OPTIONS:**

(subject to availability, prices vary based on size and type of space leased)

#### **1. BOAT/JET SKI ON A TRAILER (or empty boat/jetski trailer) :** (max 35 ft total length back of motor to front of trailer tongue)

(Includes access to our private boat ramp. You must retrieve and launch your vessel with your own vehicle on your own as well as separate your vehicle from your boat trailer when parked (unless leasing a premium 50 ft. parking space). Please park your vehicle in a designated guest vehicle parking space, or outside our gates along our swale. We will not launch or haul any vessels on/off of a trailer or into the water for you. Boats stored on a trailer do not have access rights to our dock(s)/piers/or waterfront marina facilities other than for immediate entry (max load/offload time 15 min) to enter/exit to and from the ramp area when coming or going.

#### **2. BOAT ON GROUND STAND (SINGLE STORY RACK) AKA "IN/OUT SERVICE"**

(includes unlimited launches of your vessel into water via forklift during operating launch days & hours. Minimum charge of 20 ft per rack space regardless of vessel size) This type of storage does not include access to or use of our private boat ramp or in water slips.

#### **3. IN WATER SLIPS:** Includes storage of vessel in water. Dedicated electric is an optional additional monthly charge subject to availability. Haul in/out via fork lift is not included with this type of storage. This type of storage does not include access to or use of our private boat ramp.

#### **4. BOAT LIFT:** This is a great way to have 24/7 easy access to your vessel and avoid the upkeep & many of the expenses associated with docking a vessel in the water. Dedicated electric is an additional monthly charge subject to availability. Haul in/out via fork lift is not included. This type of storage does not include access to or use of our private boat ramp or in water slips.

#### **5. EMPTY BOAT TRAILER ONLY STORAGE (No boat allowed on trailer whatsoever):** This type of storage is for a boat trailer only and strictly prohibits you from storing a boat on the trailer at any time, regardless of circumstances. We also reserve the right to **move/stack/and relocate your trailer to one of our other off-site locations without any further notice** to Tenant. If you plan to store a vessel on your trailer at any time, you must rent a BOAT/JET SKI ON TRAILER SPACE as noted above.

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**\*\*If your vessel is arriving or departing via transporter, please make sure that you schedule an off-load with our office (if needed) at a minimum 72 hours in advance of the vessel arrival. Furthermore, for any loads requiring us to strap your vessel, we MUST load onto the rear (farthest back space) of any transport vehicle.\*\***

None of our storage options include covered/enclosed storage of your vessel whatsoever, nor do we cover your vessel once removed from the water. We don't remove and/or put vessels on or off of a trailer via forklift without a full work order and liability waiver,

in addition to load/offload fee as noted on our website services page. You are fully responsible for raising your engine(s)/outdrive(s) and trim tabs prior to removal & launching of your vessel(s) to and from water. We recommend using your own fenders when docked. If your boat is stored on a rack, on, or off-site additional boat trailer storage (if needed) may be available and billed separately from your boat on rack space when/if needed (subject to availability). Please note that **COMMERCIAL VESSEL STORAGE RATES DIFFER FROM RECREATIONAL VESSEL STORAGE RATES. *Under no circumstance whatsoever is residing at, living in, short-term or long term occupancy for living/housing/guest stays purposes allowed at our property. We are for storage only. Any violation of this portion of this lease will result in immediate termination of your lease agreement and no refund(s) will be issued.***

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## **PRIVATE & EXCLUSIVE BOAT RAMP ACCESS AT OUR MARINA:**

Boat ramp use is exclusive to Mizner Marina tenants leasing BOAT ON TRAILER STORAGE SPACE(S) ONLY. Use of our boat ramp may be restricted or rescinded by Mizner management at any time without notice. Use of ramp is specifically for the vessel and tenant(s) named in this lease agreement. If you purchase and/or lease a new vessel and need to change the vessel registered with us, please contact our office in order to update the vessel info on your boat ramp placard. The use of our docks/piers/boat lift(s)/forklift(s) is strictly prohibited for any vessels stored on trailers at our property. Boat ramp access and availability may be limited or restricted on certain days, including but not limited to major holidays and weather condition(s). Not all vessels will be able to use our ramp (due to size, draft, etc) this does not preclude you from renting here; however, in the event your vessel can't utilize our ramp, there are numerous public ramps nearby. Tidal variations may impact your ability to utilize our ramp. Please note that the end of the ramp is marked with a bright yellow line towards the end of the ramp pier. Exceeding this line can result in damage, including but not limited to your vessel, vehicle, trailer and persons within our ramp area.

I ACKNOWLEDGE THAT THE USE OF THE BOAT RAMP AND THE SURROUNDING BOAT DOCK OPERATION OR USE OF THESE ATTRIBUTES HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY, DEATH, DROWNING AND/OR PROPERTY LOSS NOT TO EXCLUDE DAMAGE. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO USE THIS BOAT RAMP AND I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO USE THIS BOAT RAMP TO LAUNCH A BOAT OR JETSKI. I REALIZE THAT I AM FREE TO USE ANY OTHER BOAT RAMP AVAILABLE TO ME TO ACCESS THE WATERWAY(S) AND I PERSONALLY ACCEPT ANY AND ALL RISKS ASSOCIATED WITH THIS PRIVATELY OWNED BOAT RAMP. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE BOAT RAMP OPERATION EVEN IF ARISING FROM THE NEGLIGENCE OR OMISSION OF MIZNER MARINA'S BOAT RAMP, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF THE RAMP AND MY PERSONAL WATERCRAFT. I CONFIRM AND ATTEST THAT I HAVE THE KNOWLEDGE AND EXPERIENCE TO SAFELY LAUNCH AND RETRIEVE MY VEHICLE AND VESSEL AT THIS PRIVATE BOAT RAMP. I ALSO ATTEST THAT I HAVE THE ABILITY AND NECESSARY EXPERIENCE TO SAFELY OPERATE, LAUNCH AND RETRIEVE A VESSEL ON TRAILER WITHOUT ANY ASSISTANCE FROM MIZNER MARINA STAFF OR THIRD PARTY CONTRACTOR(S) AFFILIATED WITH MIZNER.

I HEREBY RELEASE AND HOLD HARMLESS MIZNER MARINA FROM ALL LIABILITY, CLAIMS, DEMANDS, LAWSUITS, ARBITRATION/S OR CAUSES OF ACTION FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY PERSON FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR WHOM I AM OTHERWISE RESPONSIBLE FOR, WHETHER CAUSED BY THE NEGLIGENCE OF MIZNER MARINA OR OTHERWISE. THIS INCLUDES ANY INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE PROPERTY. AS PART OF THE CONSIDERATION FOR USING THE BOAT RAMP, I AGREE NOT TO FILE A LAWSUIT OR OTHER PROCEEDING OR MAKE A CLAIM AGAINST MIZNER MARINA FOR ANY DEATH, ILLNESS, INJURIES, OR DAMAGE OR LOSS TO PERSONS OR PROPERTY SUFFERED AS A RESULT OF MY OPERATION AND USAGE OF THE BOAT RAMP. IT IS THE INTENT OF THIS AGREEMENT TO FULLY AND COMPLETELY RELEASE MIZNER MARINA FROM ANY AND ALL LAWSUITS, PROCEEDINGS OR CLAIMS OF ANY TYPE WHATSOEVER.

**DISABLED VESSEL:** In the event your vessel is disabled and requires a tow back to our marina, you must remove your vessel immediately upon arrival, just as you would need to do with any public ramp. We will not haul any trailer storage tenants out of the water via our forklift unless we are hired to perform maintenance & repairs (subject to an available service rack and pricing listed on our website). Vessels renting on trailer storage spaces can not remain in the water at our marina under any circumstance other than for loading/offloading to and from a trailer immediately upon arrival/departure within a fifteen (15) minute timeframe total.

I expressly agree that MIZNER MARINA shall not be liable for any loss or damage to anything including but not limited to persons, personal property and vehicles/trailers/watercraft left, stored or transported by me to the property. I confirm that I have, and will maintain insurance on my vessel(s) and vehicle(s) used at Mizner Marina.

Any unauthorized vessel found to be left at our marina pier(s), dock(s), lift(s) or anywhere on our property may be towed, booted, with all costs incurred to be paid by vessel/vehicle owner and/or have their lease terminated by Mizner Marina without notice. Furthermore, if a vessel which does not rent an in water slip, lift or rack space remains in one of our boat slips overnight, we reserve the right to tow the

vessel, remove it from the water and place it on a rack, or secure it in any way deemed reasonable. Any vessel found to be left in the water without consent is subject to an overnight fee of \$50.00 per night plus the market rate for towing/haul out/recovery which is listed on our website services page. These fees and costs will be applied to your account and billed immediately after said vessel is found to be in violation of the above terms.

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**YOUR VEHICLE MUST BE DETACHED FROM YOUR BOAT TRAILER ONCE YOU HAVE LAUNCHED YOUR VESSEL (UNLESS YOU PAY FOR A PREMIUM 50FT SPACE \* Pls see section below regarding premium parking spaces\*). VEHICLES FOUND TO BE LEFT ATTACHED TO THEIR TRAILER (UNLESS PAYING FOR A PREMIUM 50 FT SPACE) ARE SUBJECT TO BEING TOWED AT VEHICLE OWNERS EXPENSE. GUEST PARKING FOR YOUR VEHICLE CAN BE FOUND THROUGHOUT OUR VEHICLE PARKING AREA, CLEARLY MARKED "PARKING". IN THE EVENT THERE IS NO AVAILABLE PARKING, PLEASE PARK ALONG OUR SWALE OUTSIDE OF OUR ENTRY GATE. ADDITIONALLY: Vehicle parking is strictly prohibited in our launch/ramp area(s), specifically the north-lot where boats are kept on racks/stands. Any vehicle found to be parked and/or abandoned in this area is subject to being towed and/or removed from our property at vehicle owners expense. We also reserve the right to move your vehicle and bill you for the move via fork-lift, tow truck or any method deemed necessary by Mizner. Mizner shall not be held liable for any damage caused to any vehicle which is moved in order to enforce this portion of the agreement.**

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### **BOAT ON RACK & IN WATER SLIP STORAGE INFO:**

Launching Days (applies solely to boats on ground stands/racks)- We launch boats all days except for Tuesdays and Wednesdays. If you want to use your boat on a Tues/Wed please contact us via phone (call or text 954 418 0777) or email MiznerMarinaFL@gmail.com on Monday so that we can launch you on Monday and tie your vessel off to our dock prior to your arrival on Tues/Wed. We require a minimum of 30 min notice if you would like your boat launched. Boat launch hours are 8am to 4pm. If you arrive back after 4 pm, you must properly and promptly secure your vessel to our dock(s)/pier(s) until the next day when we re-open. Our office contact info is: PH: (954) 418-0777 & Email: MiznerMarinaFL@gmail.com.

**DISABLED VESSEL INSTRUCTIONS:** (applies to rack storage & in water slips only) In the event your vessel is disabled and requires a tow back to our marina, it is imperative that you have the tow boat captain drop you off at our forklift haul-out slip. We have no way of moving your vessel from slip to slip if it is immobile.

Please note that for rack storage tenants, upon returning to Mizner Marina, your vessel may remain in the water for up to 48 hours. For in-water tenants, your vessel will permanently remain in the water. Your in water dock slip lease does not include use of or access to our boat ramp or forklift/launch operations whatsoever. You are responsible to secure your vessel promptly, properly and safely at all times. This includes, but is not limited to putting your **TRIM TABS & OUTDRIVE** (if applicable) in the upright position. We are not responsible for damaged outdrives and/or trimtabs if you fail to raise them upon your arrival.

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### **ALL LEASES ARE MONTH TO MONTH WITH AN INITIAL 3 MONTH MINIMUM TERM**

Your lease is not valid until it's been fully executed and cleared payment has been received by Mizner Marina.

We require a minimum of 30 days written notice to cancel your lease at any time after the initial 3 month term has been completed. Written notice to terminate must be provided via email to:

**MiznerMarinaFL@gmail.com**

## NO OTHER FORM(S) OF NOTICE TO VACATE WILL BE ACCEPTED!

\*You will be charged for one final month of rent upon our receipt of your 30 day notice to vacate. Failure to provide proper notice via email is not a waiver of your obligation to comply with the terms & conditions of this lease agreement. In the event cleared payment is not received upon provision of said notice, your account may be sent to collections and/or a judgement may be entered with the clerk of courts to secure a debt owed to Mizner Marina. Furthermore, your item(s) must be removed from our property on or before midnight of your emailed departure date. Any items still remaining on our property after this date will be billed and charged as holdover monthly tenancy (2x monthly market rent)\*

ALL RENTS (including deposits & pre-paid rent) ONCE COLLECTED ARE NON-REFUNDABLE. This lease is not conditional to your use, occupancy or arrival to space(s) reserved. Once this lease has been fully executed and payment(s) remitted, all payment(s) are non-refundable.

By initialing below, I acknowledge that I fully understand, agree to and accept the non-refundable payment clause as well as termination clause of this lease agreement.

\_\_\_\_\_

Space/Unit #: \_\_\_\_\_ Lease Signed Date: \_\_\_\_\_  
24/7 Access Card # \_\_\_\_\_ Lease Start Date: \_\_\_\_\_

Rent Due Date: **1st of month**

Monthly Rent Amount (pre tax): \$ \_\_\_\_\_

### **24/7 access code and/or app access (One time non-refundable charge) \$100.00**

At your discretion, you can choose to not purchase this pass; however, your access (entry and exit) hours will be restricted to 9am to 5 pm daily.

Rent Period	Rental Period	Rent Due	Tax	Total
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		

Total Charges Due upon signing: \$ \_\_\_\_\_

DESCRIPTION OF CONTENTS TO BE STORED: (check all that apply) Boat \_\_\_\_, Marine Craft Trailer \_\_\_\_, Jet Ski \_\_\_\_, and/or other as named: <ESign.TextboxOptional>

ITEM DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

HIN/VIN:

I agree that the above referenced item is the actual item that I will be storing at this location. Any change from the description of the item(s) listed above will require written approval from management and may require a new lease to be executed. Any change in the item stored may also result in an alteration of monthly rent and/or termination of lease. PLEASE NOTE that the total length and width of item(s) stored with us may be measured in the following way, "**TIP TO TIP**" AKA **STEM TO STERN**, which means the farthest point forward (front) of item to the farthest point back (rear) of said item, including trailer length when & if applicable. Note that most items are longer than the registered length, and hence, will be billed accordingly. We measure the total length, and round UP to the nearest foot if item total length is 6" or more closest to the nearest foot in length. (ex. if a boat is 27 ft 6 in, we will charge as if the boat is 28 ft total **length**). **Upon intake (move in) of your vessel, we may measure it and adjust your rent accordingly to the actual total length. This adjustment will be immediately made to your form of payment on file with us.**

LIENHOLDERS: TENANT attests that the personal property in his/her space(s) is free and clear of all liens and secured interests except

Encumbered Property (optional): <ESign.TextboxOptional>  
Lien Holder (optional): <ESign.TextboxOptional>  
Address/Phone # of Creditor (optional): <ESign.TextboxOptional>

Amount of Lien (optional): <ESign.TextboxOptional>

Military: Please state whether you or your spouse is a member of the uniformed services of the United States (meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service.) **Yes** \_\_\_ **No** \_\_\_ **(CHECK ONE)**

If so, state Branch, Base assigned and Commanding Officer (optional): <ESign.TextboxOptional>

This Rental Agreement (Agreement) is entered into between **Mizner Marina**, hereinafter referred to as OWNER and \_\_\_\_\_ TENANT. In consideration of all the terms and conditions herein, OWNER does hereby lease to TENANT the above-described space (hereinafter SPACE or PREMISES).

OWNER agrees to lease the above-referenced SPACE to TENANT for an initial minimum term of 3 months beginning on the lease start date stated above and continuing on a month to month basis thereafter. Should TENANT hold over and retain possession of said SPACE after the expiration of this Agreement, its occupancy of said SPACE shall be as a TENANT from month to month with OWNER's consent, at the prevailing market rental rate applicable at that time. All terms and conditions of this Agreement shall continue in full force and effect so long as TENANT retains possession of said SPACE or is within their initial 3 month minimum lease term.

Notice to TENANT: Do not sign this Agreement before you've read it and fully understand the covenants contained herein. By signing this Agreement TENANT hereby acknowledges that they have read, understand and accept all the terms and conditions expressed in this multi-page Agreement as well as all terms & conditions as amended from time to time on our website, [www.MiznerMarina.com](http://www.MiznerMarina.com).

## TERMS AND CONDITIONS

**1. PAYMENT OF RENT:** All tenants must agree to auto-payment via credit card, debit card or ACH. NO OTHER FORMS OF PAYMENT ARE ACCEPTED. TENANTS rent will be auto-billed & charged/debited on the 1st of each month without any further notice needed from OWNER. Rent may be debited or charged in small increments (multiple smaller charges) until the total balance is paid in full. Partial payment of rent does not constitute payment in full, and until rent is paid in full, it is considered due. TENANT must rent the SPACE for at least three months. If rent isn't received in full for the current month on or before the 1st of the month, we will not launch your vessel and you may be restricted access to our property and/or your item(s) stored here. If payment is declined for any reason and payment for rent in full isn't received by the 5th of the month, a late fee of \$50 will apply. After 5 days of non payment, your gate access code will be temporarily disabled, additionally, we will not launch your boat and your ramp/water slip/lift access will be denied (if applicable) until rent and any applicable fees are paid in full. You may request to receive an emailed monthly invoice at your own discretion; however, an invoice will not be provided unless requested in writing. If your item(s) remain on our property on or after the 1st of the month, you will be charged for the next month, non refundable. If you arrive prior to your lease start date (with written permission from management), you agree to be charged a proration of rent for any days which haven't been previously added to your lease/ledger. Any proration charged will be processed as a separate payment of rent(s) to your account.

**2. WHERE TO PAY/SEND RENT:** TENANT must enroll in auto billing via credit card, debit card or ACH at the time of leasing, all of which terms have been incorporated into this lease.

**3. PAYMENT IN FULL:** TENANT must pay rent in full on the 1st of each month. TENANT must pay the first, second and third month's rent and any applicable taxes & fees when TENANT signs this Agreement. Without payment in full, no occupancy or access to our property will be granted.

**4. PARTIAL PAYMENTS:** TENANT agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of TENANT's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to TENANT. Only payment in full on the TENANT's account prior to the published auction date will stop a scheduled sale of the property.

**5. DENIAL OF ACCESS:** If rent is not paid within one (1) day of the monthly due date, OWNER may, without notice, deny the TENANT and their guests/vendors access to their property located in the facility. Access will also be denied to any party other than the TENANT who does not retain gate access code and/or key to access the SPACE or has not supplied OWNER with written authorization from the TENANT to enter the SPACE. Otherwise, only a court order will be sufficient to permit access by others. TENANT's access to the facility may also be conditioned in any manner deemed reasonably necessary by OWNER to maintain order on the PREMISES. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of TENANT's identity and inspecting vehicles that enter the PREMISES. Additionally, if TENANT is renting more than one SPACE at any given time, default on one rented SPACE shall constitute default on all rented SPACES, entitling OWNER to deny access to TENANT to all rented SPACES.

**6. FEES:** Concurrently with the execution of this Rental Agreement, TENANT shall pay to OWNER a 24/7 Access fee in the amount and terms as set forth above (unless Tenant denies 24/7 access and accepts 9-5 access only). A list of other fees which may also be incurred is below. The 24/7 access fee will provide you with either a code, an application (via cellular) or both for 24/7. The code is hard wired and programmed to work even when cellular fails.

a. **Late Fee:** TENANT agrees to pay OWNER a late fee of \$50 if rent is not paid on or before midnight of the 5th day after the Due Date



and an additional late fee of \$200 if rent is not paid on or before the 15th day after the Due Date. The parties agree that these late charges represent a fair and reasonable estimate of the costs the OWNER will incur by reason of late payment by TENANT.

b. **NSF card Fee:** If any credit/debit card is dishonored for any reason, said late charges shall be due and payable in addition to a NSF Fee of \$50 per month per space leased.

d. **Sale Fee:** If TENANT's property is processed for sale at public auction, TENANT shall be responsible for a minimum public auction processing and auction administration fee of \$350.

e. **Lock Cut & Overlock Fee:** If TENANT's lock/immobilization/ access restriction device must be cut/removed by Landlord, TENANT shall be responsible for a lock cut/removal Fee of \$100. (applies to boats on trailers and trailer only storage). If tenant's access code is restricted due to non-payment of rent (after the 5th of the month), requiring Landlord to re-activate access code, a fee of \$50 will be charged to Tenant.

f. **Other Fees:** Other fees charged to TENANT may be contained in Addendums to this Agreement.

All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by OWNER in connection with the enforcement of the Agreement shall be deemed additional rent payable by TENANT to OWNER as provided in the Agreement and all such items of additional rent shall also be subject to the imposition of applicable sales tax as set forth in the Agreement.

**7. OWNER'S RIGHT TO ENTER/ALTER SPACE & ITEM(S):** In cases where the OWNER considers it necessary to enter the SPACE for purposes of examining the SPACE for violations of this Agreement or conditions in the SPACE, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the TENANT agrees that the OWNER, or the OWNER's representative, shall have the right without notice to enter into the SPACE and to remove contents to another space or location, and continue to store such contents at the sole cost and expense of the TENANT. Furthermore, OWNER may relocate item(s) stored and/or alter your space location without providing notice to TENANT, if deemed necessary by OWNER. This includes, but is not limited to relocation to another property off-site of this location. TENANT authorizes OWNER to install a number/placard on vessel/trailer/item(s) stored in order to properly identify said item.

**8. USE OF SPACE; COMPLIANCE WITH LAW:** TENANT agrees to use the SPACE only for storing the item(s) owned by TENANT as noted in this lease. TENANT agrees not to use the SPACE for: (a) residential use; (b) cooking; (c) sleeping; (d) drinking of alcoholic beverages; (e) consuming or manufacturing drugs; (f) in any way that violates any local, county, state or federal law. TENANT agrees not to store at the SPACE: (a) foodstuffs; (b) animals; (c) perishable goods; (d) hazardous substances; (e) flammable materials; (f) explosives; (g) property with sentimental value or emotional attachment; (h) anything that would violate any local, state or federal law. OWNER is not responsible if TENANT does not follow this Agreement and OWNER removes and sells property in the SPACE: (a) upon which a prior lien has attached; or (b) which is not the property of TENANT. TENANT agrees that the SPACE is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the TENANT and TENANT agrees not to store said items. The TENANT hereby waives any claim for sentimental or emotional value for the TENANT's property that is stored in the SPACE or on the PREMISES. If hazardous substances are stored, used, generated, or disposed of in the SPACE or on the PREMISES, or if the SPACE or the PREMISES shall become contaminated in any manner for which the TENANT is directly or indirectly responsible, the TENANT shall indemnify and hold the OWNER harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the TENANT, whether incurred during or after the lease term. TENANT agrees not to conduct any business out of the SPACE 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, commercial leasing, sub-leasing, decoration, painting, or other contracting. If bathroom(s) are located at said property; access may be restricted to business/management on site hours only. Tenant hereby understands, acknowledges and accepts that there may be times in which bathroom access is restricted. TENANT will indemnify and hold the OWNER harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the TENANT's lease of the SPACE on the PREMISES or from any activity, work or thing done, permitted or suffered by the TENANT in the SPACE or on or about the PREMISES. No loud noise, including but not limited to speakers, music, musical equipment, horns, shall be permitted to be sounded on our property at any time, unless for an emergency. Please be respectful of other tenants here, as well as the surrounding residential and commercial neighbors.

**9. GUESTS & VENDORS: DO NOT SHARE YOUR ACCESS CODE WITH ANYONE!** If you have a guest/vendor please text, email or call our office with their full name and cell phone number. We will first run their background, and once approved, we will create a guest pass for them to enter/exit, valid during business hours only. No guest(s) or vendors are permitted to perform any work on item(s) stored here without written consent by management of OWNER. Any vendor wishing to perform work on a vessel or item located on our property must provide proof of their insurance and name Mizner Marina as an additional insured on their general liability insurance with minimum coverage of \$1m per incident, in addition to a workmans comp. liability waiver, NO EXCEPTIONS. There is a daily work fee of **\$50/day** due to Mizner Marina prior to any work starting by any vendor and/or guest of Tenant. **IF ANYONE OTHER THAN THE SOLE TENANT(S) LISTED ON THIS LEASE AGREEMENT PERFORMS ANY WORK ON YOUR ITEM(S) STORED HERE, THEY MUST PROVIDE US WITH A FULL INSURANCE CERTIFICATE AND WORKMANS COMP WAIVER CONSISTENT WITH THIS PORTION OF THIS LEASE, IN ADDITION, A \$50/day WORK FEE IS DUE TO MIZNER MARINA REGARDLESS OF THEIR RELATIONSHIP WITH TENANT.** This fee will be charged to your card on file unless another form of payment is provided PRIOR to any vendor starting work on your item(s) stored here. This includes, but isn't limited to MECHANICS, OIL/GAS delivery, detailer(s), Gelcoat Repairs, Electrician, Tire/Oil Changes, or anything that would constitute a service to items stored here. It doesn't matter if a vendor is your friend, family, colleague, etc, this applies to ANYONE PERFORMING ANY WORK ON ANY ITEM STORED HERE. Any violation of this section of the lease will constitute an automatic breach of contract and will result in the immediate cancelation of your lease and forfeiture of your remaining rent(s)/deposit(s). It is also hereby understood and accepted that

Mizner Marina may have a financially beneficial interest with vendor(s) and may receive compensation from vendor(s). You will be held personally liable for anyone who you provide access to our property; in the event of damage caused by them, fines incurred, including but not limited to injury or death, you will be held personally liable if this portion of the agreement has not been complied as specifically noted herein. **NO THIRD PARTY VENDOR MAY DO OIL CHANGES OR PAINT BOAT A BOTTOM, NO EXCEPTIONS! ANY VIOLATION OF THIS CLAUSE MAY RESULT IN IMMEDIATE TERMINATION OF YOUR LEASE AGREEMENT.**

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**10. CONDITION AND ALTERATION OF SPACE:** TENANT assumes responsibility for having examined the SPACE and hereby accepts it as being in good order and condition. The space that you lease is where your item(s) must be returned to unless directed otherwise by OWNER. TENANT understands that all unit/space sizes are approximate and enters into this Agreement without reliance on the estimated size of the SPACE. Should TENANT damage or depreciate the SPACE, or make alterations or improvements without the prior consent of the OWNER, or require the OWNER to incur costs to clean the SPACE upon termination, then all costs necessary to restore the SPACE to its prior condition shall be borne by TENANT. OWNER has the right to declare any such costs to repair as rent and non-payment of said costs to entitle OWNER to deny TENANT access to the SPACE.

**11. LIMITATION OF VALUE OF STORED PROPERTY:** The TENANT agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the OWNER has given permission in writing for the TENANT to store property exceeding such value. The TENANT agrees that the maximum value for any claim or suit by the TENANT including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to the TENANT for any loss or damages to the TENANT's property regardless of cause.

**12. TERMINATING THIS LEASE:** This Agreement shall continue from month to month unless the TENANT or OWNER delivers to the other party a written notice via email (as specified above) of its intention to terminate the Agreement at least thirty **(30) days** prior to the end of the then current rental period. OWNER may immediately terminate TENANT's lease if TENANT is deemed to be in breach of the Agreement. Upon termination of this Agreement, the TENANT shall remove all personal property from the SPACE (unless such property is subject to the OWNER's lien rights as referenced herein), and shall deliver possession of the SPACE to the OWNER on the day of termination. If the TENANT fails to fully remove its property from the SPACE within the time required, the OWNER, at its option, may without further notice or demand, either directly or through legal process, reenter the TENANT's SPACE and remove or restrict access to all property without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the SPACE or on the PREMISES after vacating will be deemed to be of no value to the TENANT and will be discarded by the OWNER at the expense of the TENANT.

**13. ABANDONMENT:** This Agreement shall automatically terminate if the TENANT abandons the SPACE. The TENANT shall be deemed to have abandoned the SPACE if TENANT has removed the contents of the SPACE and/or has removed the TENANT's locking device from the SPACE and is not current in all obligations hereunder (if applicable). Abandonment shall allow the OWNER to remove all contents of the SPACE for disposal and rent the space to a new tenant. TENANT hereby waives and releases any claims or actions against OWNER for disposal of personal property resulting from TENANT's abandonment. Rent prepaid for any period in which the TENANT moves out early shall not be refunded.

**14. OWNER RESPONSIBILITY TO TENANT:** THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE TENANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE TENANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT TENANT'S SOLE RISK. TENANT must take whatever steps TENANT deems necessary to safeguard such property. The OWNER and the OWNER's employees and agents must not be responsible or liable for any loss of or damage to any personal property stored in the SPACE or on the PREMISES resulting from or arising out of the TENANT's use of the SPACE or the PREMISES from any cause whatsoever, including but not limited to, theft, mysterious disappearance, storage bunk(s)/rack(s), mold, mildew, vandalism, fire, smoke, water, flood, hurricane, storm, rain, tornadoes, explosions, rodents, insects, Acts of God, damage by forklift, other TENANT(s) causing harm to said item(s), or the active or passive acts or omissions or negligence of the OWNER, the OWNER's agents or employees and/or contractors. It is agreed by TENANT that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the OWNER would not have entered into this Agreement. OWNER does not provide or offer any service which would track or verify the condition or presence of TENANTS item(s) stored at subject property. It is TENANTS sole responsibility to check on their item(s) whenever they deem necessary.

**15. TENANT INSURANCE FOR STORED PROPERTY:** **THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS FROM PERILS INCLUDING BUT NOT LIMITED TO FIRE, THEFT, NEGLIGENCE, OR ANY OTHER TYPE OF CASUALTY LOSS WHATSOEVER.** IT IS THE TENANT'S RESPONSIBILITY AND MATERIAL CONDITION TO THIS LEASE AGREEMENT TO OBTAIN AND MAINTAIN THROUGHOUT THE TERM OF THIS LEASE SUCH INSURANCE. The TENANT, at the TENANT's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the TENANT's property is a material condition of this Agreement. TENANT shall make no claim whatsoever against the OWNER's insurance in the event of any loss. Tenant must also include coverage for any environmental damages/impact(s) which may be caused by their vessel(s) stored here. The TENANT agrees that its insurer will not subrogate or be directed to subrogate

against the OWNER in the event of loss or damage of any kind or from any cause.

**16. CHANGES TO AGREEMENT:** All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the OWNER upon thirty (30) days prior written notice to the TENANT. TENANT may terminate this Agreement on the effective date of such change by giving the OWNER a minimum of ten (10) days prior written notice of termination after receiving notice of the change. If the TENANT does not give such notice of termination, the change shall become effective on the date stated in the OWNER's notice and shall thereafter apply to the occupancy hereunder.

**17. OWNER'S LIEN RIGHTS:** OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE SELF STORAGE FACILITY ACT SET FORTH IN SECTIONS 83.801-83.809 OF THE FLORIDA STATUTES, THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE. THIS ALSO INCLUDES ANY WORK PERFORMED BY OWNER OR A VENDOR AUTHORIZED BY OWNER TO PERFORM WORK ON PROPERTY STORED WITHIN MIZNER MARINA.

**18. INDEMNIFICATION OF OWNER:** TENANT will indemnify and hold the OWNER harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from TENANT's lease of the SPACE on the facility or from any activity, work or thing done, permitted or suffered by TENANT in or on the SPACE or about the facility. In the event that the SPACE is damaged or destroyed by fire or other casualty, OWNER shall have the right to remove the contents of the SPACE and store it at the TENANT's sole cost and expense without liability for any loss or damage whatsoever and TENANT shall indemnify and hold OWNER harmless from and against any loss, cost or expense of OWNER in connection with such removal and storage. Should any of OWNER's employees perform any services for TENANT at TENANT's request, such employee shall be deemed to be the agent of the TENANT regardless of whether payment for such services is made or not, and TENANT agrees to indemnify and hold OWNER harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of OWNER. Notwithstanding that OWNER shall not be liable for such occurrences; TENANT agrees to notify OWNER immediately upon the occurrence of any injury, damage, or loss suffered by TENANT or other person in any of such circumstances. Damage to vessels, especially gel-coat and fiberglass can and often does occur when lifting vessels to and from the water. Tenant hereby acknowledges and accepts that Owner shall not be responsible for making or reimbursing repairs of any type, including but not limited to gel-coat or fiberglass caused by the in/out launching and retrieving of vessels. **While we do offer some security measures, Tenant understands and accepts that security cameras are not constantly monitored, and the risk of a breach of our property security, including but not limited to our fence, server, office, internet, security system(s) and gate(s) is possible. Tenant hereby fully understands, acknowledges, accepts and agrees to fully indemnify Owner of any and all liabilities with regards to the failure of any security system(s) belonging to this property.**

**19. TENANT'S LIABILITY:** TENANT is fully responsible for any damage caused to property of OWNER. This includes, but isn't limited to damage of the fence, wash station, dock, boat ramp, piers, ramp, vehicles, materials and other vessels and vehicle(s). In the event TENANT damages property owned by landlord, TENANT agrees to fully reimburse LANDLORD within 10 days of receipt of an invoice for any and all costs incurred to repair the damage. In the event of a foreclosure of the TENANT's interest in the SPACE, it is understood and agreed that the liability of the TENANT for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The OWNER may use a law firm and/or a collection agency thereafter to secure any remaining balance owed by the TENANT after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the OWNER may dispose of said property in any manner considered appropriate by the OWNER.

**20. ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this Agreement or sublet the SPACE. Vessels may not be used for commercial purposes without prior written consent from OWNER (this includes but is not limited to by-owner boat club rentals such as boatsetter.com etc.) Commercial rates may differ from recreational rates.

**21. WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the OWNER of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the TENANT. It is understood and accepted by all parties on this lease that Mizner Marina operates on private property and is a private club membership not accessible to the general public.

**22. ATTORNEYS' FEES:** In the event the OWNER retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the TENANT, the TENANT agrees to pay to the OWNER the reasonable costs, expenses, and attorney's fees incurred in any such action. If any legal action is brought by OWNER or TENANT related to this agreement, the prevailing party shall be entitled to recover attorney fees not to exceed \$1,000. (One Thousand Dollars).

**23. SUCCESSORS IN INTEREST:** This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

**24. GOVERNING LAW:** This Agreement and any actions between the parties shall be governed by the laws of the State of Florida,



County of Palm Beach.

**25. WAIVER OF JURY TRIAL:** The OWNER and the TENANT hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the OWNER against the TENANT or the TENANT against the OWNER arising out of or in any way connected with this Rental Agreement, the TENANT's use or occupancy of the SPACE and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

**26. NO WARRANTIES:** No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, or fitness for a particular purpose. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the OWNER are not authorized or permitted to make any warranties about the SPACE, the PREMISES, or any facilities referred to in this Agreement. The OWNER's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the TENANT. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to TENANT by OWNER or OWNER's agents. There shall be no liability to OWNER, OWNER's employees or agents in the event the alarm, electrical, video system or sprinkler system, or any components thereof, shall fail or malfunction. Any video recording devices are not constantly monitored.

Tenant has inspected or had the right to inspect the space and the Facility before signing this Rental Agreement. Tenant accepts same "AS IS" including existing access controls, lighting, construction design and quality, fences/gates, or lack thereof. Access control, video surveillance and other system(s) may fail or malfunction, video cameras may be non operational or unmonitored.

**27. RULES:** TENANT agrees to be bound by any Rules and Regulations for the facility as may be posted by the OWNER via website. All Rules and Regulations shall be deemed to be part of this Agreement.

**28. NOTICES FROM OWNER:** All notices required by this Agreement (from Owner) shall be sent by Owner via email and/or text message to TENANT's last known email address and/or phone number provided. Notices shall be deemed given when sent by electronic mail or text message. All statutory notices shall be sent as required by law.

**29. NOTICES FROM TENANT:** TENANT represents and warrants that the information TENANT has supplied in the Agreement is true, accurate and correct and TENANT understands that OWNER is relying on TENANT's representations. TENANT agrees to give prompt written notice to OWNER of any change in TENANT's address, any change in the liens and secured interest on TENANT's property in the SPACE and any removal or addition of property to or out of the SPACE. TENANT understands he must personally deliver such notice to OWNER or mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement. Manager does not recognize or acknowledge address changes which are not delivered to Manager in writing and signed by TENANT.

**30. TENANT'S LOCK:** TENANT must keep the SPACE/ITEM locked and must provide his own lock and key. The TENANT assumes full responsibility for all persons who have keys and access to the SPACE. In the event TENANT fails to keep such a lock on the SPACE or TENANT's lock is broken or damaged, OWNER shall have the right, but not the obligation, to place its lock on the SPACE; provided, however, that in such event OWNER shall have no liability to TENANT for any loss or damage whatsoever, and TENANT shall indemnify and hold OWNER harmless from and against any loss, cost or expense of OWNER in connection with locking the SPACE, including the cost of the lock.

**31. PERSONAL INJURY:** OWNER and OWNER's agents and employees shall not be liable whatsoever to any extent TENANT or TENANT's invitees, family, employees, agents or servants for any personal injury or death arising from TENANT's use of the SPACE or PREMISES from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the OWNER, OWNER's agents, or employees.

**32. RELEASE OF INFORMATION:** TENANT hereby authorizes OWNER to release any information regarding TENANT and TENANT's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**33. MILITARY SERVICE:** If you are in the military service you must provide written notice to the OWNER. The OWNER will rely on this information to determine the applicability of the Service members Civil Relief Act.

**34. FINANCIAL INFORMATION:** OWNER does not warrant or guarantee that any financial information (credit/debit card, checking account, etc.) will not be stolen or otherwise compromised. TENANT waives and releases any and all claims or actions against OWNER for damages arising from the use of said information by others. Any disputed payment(s) made by TENANT for any charges, including but not limited to rent, service(s) or purchases made via our property will be prosecuted to the maximum extent allowable by law. Tenant will be held accountable and personally liable for any costs and fees associated with such a dispute, including but not limited to interest, legal fees, court costs and penalties.

**35. VEHICLES:** Vessels and/ or vehicles not included in this lease (including, but not limited to autos, trucks, trailers, mobile homes,

boats, jet skis, and campers) may not be stored overnight without permission of the OWNER. A charge of \$50/night/vehicle will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the SPACE allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the OWNER. In the event that any motor vehicle remains stored in the self-storage space after termination of the Agreement or upon TENANT's default, and in addition to all other rights and remedies available to OWNER, OWNER is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. TENANT acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the TENANT's expense. OWNER shall incur no liability to TENANT for causing the vehicle to be removed pursuant to this paragraph. . By executing this lease I hereby accept and acknowledge that I fully understand and agree to all of the terms referenced herein as well as in the additional terms addendum. I accept that I fully understand how to operate the entrance and exit gate(s) and will ensure that the gate is closed behind me upon entry/exit. (Access code will be provided upon full execution of lease). **There is a maximum of 2 vehicles permitted to remain on our property per space leased, this includes Tenant's vehicle plus one guest vehicle.** The maximum allowed hours to remain parked in 48 hours. Vehicles exceeding the 48 hours are subject to being towed or a nightly fee of \$50/vehicle/night. In the event our on property parking is full, we allow you to park along our swale located directly outside of our gates and along our fence line. Please park facing the fence (east to west). We are not responsible for any damage or theft to vehicles or vehicle contents.

**36. NON-DISPARAGEMENT:** Tenant agrees and covenants that he will not at any time make, instruct another individual or entity to make or convey, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks regarding this location or any properties owned or managed by us. This includes but is not limited to comments, statements, reviews or social media posts concerning the Company or its businesses, or any of its employees or directors. This section does not, in any way, restrict or impede the tenant from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency. This section does not prohibit or restrict the tenant (or tenant's attorney) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or any state or federal regulatory authority regarding the Company or the facts or circumstances of tenant's relationship with the ownership or management group.

**37. PERMISSION TO CALL, FAX, E-MAIL OR TEXT AND UTILIZE PHOTOS/VIDEOS:** TENANT recognizes that OWNER and TENANT are entering to a business relationship as OWNER and TENANT. As such, to the extent any Federal or State law prohibits OWNER from contacting TENANT by phone, fax, e-mail or text, or any means of communication deemed reasonable by OWNER, TENANT hereby consents to OWNER phoning, faxing, e-mailing and texting TENANT with marketing and/or other business related communications when deemed reasonable or necessary. Tenant hereby accepts that OWNER may utilize (both for audio and visual) CCTV, email, text, drone, video, photo(s) for any reason deemed reasonable, including but not limited to advertising, social media, marketing, usps mailers, flyers, banners, TV & radio advertisement. Tenant hereby consents and releases any claims against Owner for utilizing such media.

Tenant Cellular Phone Number: <ESign.TextBoxOptional>

**By checking this box, I agree to receive recurring automated recurring text messages from Mizner Marina at the mobile number provided. These messages may include important updates such as the storage/parking location of your item(s) kept here, weather alerts, security alerts and payment requests for your item(s) stored with us at Mizner Marina. [ ]**

*Consent is not a condition of purchase or lease. Message and data rates may apply. Message frequency varies. Text HELP for help, STOP to cancel. Terms and Privacy available at [www.MiznerMarina.com/terms](http://www.MiznerMarina.com/terms).*

**38. TRAILER ONLY STORAGE:** As one of our storage options for tenants who also have a boat on rack stored with us, we offer storage for boat/jet ski TRAILERS ONLY (no boat or jet ski allowed on trailer), subject to availability. 48 hours written notice is required to ensure that your trailer is readily available for you to retrieve. Please email or text message our facility in order to ensure a prompt response for such requests in order to access your trailer. **TENANT FULLY UNDERSTANDS AND AGREES THAT THIS IS SPECIFICALLY FOR TRAILER STORAGE ONLY**, THERE ARE NO EXCEPTIONS. In the event that any item is stored on the trailer, the lease will automatically be amended to the pricing consistent with full market rent for space of that size and type of storage for a minimum term of 3 months.

**39. BOAT LAUNCHING DAYS/TIMES:** We generally launch boats stored on racks (via forklift) with a minimum 1/2 hour notice, and a maximum 24 hours advance notice. We launch boats every day except for TUESDAYS AND WEDNESDAYS. If you want your boat in the water for Tues/Wed, please notify us in advance to have it put in the water on the Monday prior to your intended usage date. To schedule a launch please call or text our office 954-418-0777 or email [MiznerMarinaFL@gmail.com](mailto:MiznerMarinaFL@gmail.com).

**40. BRIDGE HEIGHT CLEARANCE & BOAT LIFT RESTRICTIONS:** It is your sole responsibility to know the height of your vessel above the waterline as well as draft and clearance required to safely and effectively navigate Florida waterways. There are bridges (fixed as well as drawbridges) which must be passed in order to navigate to and from our marina, depending on your destination. We aren't responsible or liable for lack of access or height restrictions and can't guarantee ample clearance, if any, at any time. Tides, water levels and weather conditions vary and may substantially impact or completely inhibit your ability to navigate to and from our marina. You must

know your boat and the bridge heights/clearances as well as tidal conditions at all times. Additionally, boats stored on lifts may encounter limited and/or no access at times due to weather conditions including but not limited to change in tides as well as loss of power needed to operate said lift(s). Mizner assumes no responsibility or liability for such circumstances. In the event your boat is on a lift and there is an imminent extreme tide or other adverse weather condition(s) that are deemed reasonable to have your boat removed from the lift prior to your arrival, you may call and/or text the marina and ask to have your boat put into an in-water slip temporarily prior to your arrival. (suggested 48 hr notice). We may do so if we have available in-water space at that time.

41. **24/7 ACCESS:** We offer a 24/7 access card/pass for a one time \$100 fee per TENANT. This is a non refundable fee. Without this pass, you will only have access to our property during business hours (9am-5pm daily). It is the tenant's full responsibility to maintain and not share their own locks, keys, access RFID cards and access codes.

42. **DISRUPTION IN SERVICE:** We do our best to maintain all machinery, including but not limited to our fork-lift(s) and to ensure that they are all fully operational, however machines are subject to unintended and unexpected failure(s), and hence we offer no guarantees that launching boats will be available at all times. **WIND & STORM:** Please note that if weather is deemed unsafe by OWNER or an employee of Mizner Marina for any reason, including, but not limited to: winds in excess of 25 mph, heavy rain, hail, extreme tide variation(s), fast current, lightning within 10 miles, or there is a named tropical storm within 500 mi of our location, we have the right to refuse to launch or retrieve your boat. No credit(s) or compensation will be offered for failure to launch or retrieve a vessel.

43. **HURRICANE PROTECTION PLAN:** Hurricane Protection Plan (HPP) is billed as a one time payment of **three months** of market rent paid up front. This plan covers your vessel for the entire hurricane season. With this plan your marine craft will be fork lifted out of the water and placed in our yard either on a ground stand (rack) or on a trailer that you provide. Space and availability for this plan is limited, and must be reserved in advance. Your reservation is valid for the current hurricane season: June 1st to November 30th. Once signed up and paid in full, you will have peace of mind that your vessel has a place to go in the event of a storm. (Please inquire with your insurance as well, as many insurance companies will partially and/or fully reimburse their clients storm related haul-outs under certain conditions) **TERMS AND CONDITIONS:** When a hurricane WATCH is issued by the National Weather Service for Broward, Palm Beach or Miami-Dade County: Bring your marine craft to our dock and we will take it out of the water and store it on a ground stand OR a trailer (you must provide the trailer). Our staff will remove your marine craft from the water and put it in our yard for the duration of the storm. Once the storm has passed, your craft is placed back in the water for you to pick-up (boat must be removed from our property within 7 days of the storm passing). If your vessel is stored on a trailer for this plan, you must remove the boat and trailer within 7 days of the storm passing. The terms and conditions of this option are the same as the aforementioned lease; however, with this option selected, you are not guaranteed a space at our marina after the initial 90 days expires. Furthermore, we don't guarantee that a storm will or won't occur. This storage option is not contingent upon a storm occurring, and payment is non refundable and due in full prior to us storing your vessel. We will provide you with an invoice and receipt upon request. (This can often be submitted to your insurance, which may provide some subsidy for storm related haul outs). You may elect to remain at our marina, at market rent, by sending a written request to MiznerMarinaFL@gmail.com at least 30 days prior to the expiration of your storm storage contract. We will do our best to accommodate you, but can't guarantee availability beyond the 90 day contract term. **AUTO RENEW HURRICANE PLAN:** Mizner Marina will auto-renew your HURRICANE PLAN annually at the market rate on June 1st of each year unless the plan is canceled, in writing, by TENANT prior to JUNE 1st of the following hurricane season after entering the original agreement.

44. **PROMOTIONS & SPECIALS:** If a promotion and/or discount is being offered by our facility, it is only applicable if booked directly through our leasing office. No third party affiliate or booking site(s), broker(s) or agent(s) of any type will qualify for any special rate(s)/discount(s). Any and all promotions, discounts and/or specials must be brought to LANDLORD'S attention prior to the execution of this lease agreement in order to be applicable. Said discounts are done as a courtesy and aren't retroactive, in addition, such offering(s) may be discontinued, amended, refused or revoked at any time. Any and all promotions and discounts which may be offered are subject to management discretion. Said promotions and discounts apply to new tenants only and are not transferrable or renewable upon future or additional bookings with any of our properties.

45. **COMMERCIAL VESSEL STORAGE:** Due to; but not limited to the often excessive usage of our facilities, staff and resources often utilized by commercial vessels, **COMMERCIAL STORAGE IS BILLED AT 1.5 X** the current advertised market rate of recreational boat storage at our property. Commercial storage is any vessel used for business purposes, including but not limited to vessels for hire, ocean/waterway clean-up, commercial fishing, marine services, boat club(s). In the event a vessel is operating commercially, we will automatically update the billing to reflect so. Management reserves the right to deny any commercial vessel the ability to lease here for any reason.

46. **TERMINATION OF LEASE BY TENANT:** A **minimum of 30 days advance emailed written notice to terminate lease is required for all storage spaces.** Once tenant has confirmed that they have fully vacated our property, we reserve the right to lease and/or pre-lease their storage space, regardless of the time frame in which said notice was provided by tenant. No refunds of any type will be given for unused rental period. If a vessel is not permanently removed from our property prior to 12:01 am on the 1st of any month, rent will be charged for the following month and will not be refunded, in addition, said item(s) stored may be subject to holdover tenancy at 2x the monthly rental rate.

47. **PEST CONTROL:** Mizner is not liable for any damage caused by wildlife, including but not limited to trees, plants, invasive species, pests or animal(s). We encourage you to protect your item(s) from damage as you deem reasonable and appropriate.

48. **SECURING YOUR VESSEL/TRAILER & ELECTRONICS:** We require all vessels on TRAILER to have a locking/anti theft

device installed either on the tongue and/or trailer wheel(s). Securing of your vessel must be done by tenant at tenants sole expense each and every time the vessel/trailer is placed in our facility. We also recommend removing your marine electronics from your vessel when not using the vessel.

**49. COLLECTIONS:** In the event payment(s) become 15 or more days past due, LANDLORD may, at their discretion, send TENANT to a third party collection agency in order to collect any monies due to LANDLORD, including but not limited to rent, service bills and/or fees which are due to LANDLORD. If a file is sent to collections and the entire amount owed to LANDLORD is not collected by the collection agency or a settlement between the parties hasn't been reached, LANDLORD may file suit against TENANT in order to collect any balances which are still owed. Any disputed (or threat of) a payment dispute/chargeback will constitute an automatic "account in collection" status, in which TENANTS gate access may be restricted and TENANTS item(s) stored here may be reasonably secured by LANDLORD until dispute is fully settled. Furthermore, LANDLORD may furnish TENANT as well as the IRS with a form 1099-C for any debt(s) canceled or forgiven which were due LANDLORD by TENANT for amounts in excess of \$600USD.

**50. UTILITIES:** Access to water hoses located throughout our property is included with rent for recreational use only. If you intend to use water for commercial purposes (ex. filling a large water tank daily/weekly) there will be an additional flat rate monthly fee of \$50/mo added to your lease. **Electricity is not included with any leased parking, rack, garage or shed space**; however, some of our spaces do offer electrical outlets for an additional monthly fee. Internet access is not included with any outdoor parking space(s). Utility rates are subject to change at any time and are not based on or subject to usage. Any unauthorized use of utilities will result in a utility charge being added to your account balance with us and may result in an immediate termination of this lease agreement. Furthermore, electricity is not included with any garage or shed rental whatsoever. Although some garage(s) may have outlets and/or lights, they may not work and Landlord will not repair or install power in said unit(s).

**51. THIRD PARTY VENDORS:** Mizner Marina provides many services and products including but not limited to an on site mechanic, gel-coat repairs, fuel delivery, basic maintenance, bait, ice and more. You aren't obligated to use any of our vendors or purchase our products; however, if a non-approved and contracted third party vendor of yours provides any service (gelcoat repair, mechanical work, etc) they are required to register with our office and provide a copy of their general liability insurance specifically naming "Mizner Marina" as an additional insured in addition to remitting payment of \$50/day work fee payable to Mizner Marina. Furthermore, no third party vendor may access our property before 9 am or after 5 pm. They must be off of our property before 5 pm and remove all waste, liquids, materials and supplies. Anything left in our yard will be considered abandoned and may be disposed of. **No third party vendor shall provide PAINTING or any EPA/HAZMAT regulated service(s) at any time or under any circumstance.**

**52. \*\*TRANSFER TO ANOTHER ONE OF OUR PROPERTIES/TEMPORARY STORAGE HERE:\*\***

In the event we are full, and/or can't accommodate your request to store your item(s) in the particular location where you desire, we may offer you temporary storage here OR at another one of our affiliated and/or owned facilities. It is understood and agreed that if your item(s) are stored here or at any of our other locations on a temporary basis, you must physically transfer your item at your own expense to your intended final location within **15 calendar days** of receiving notice that a space has become available at your desired location. In the event you choose to remain here, or are not willing to transfer to the intended location upon said notice, your rent will automatically adjust to the **FULL MARKET RENTAL RATE** applicable at this location without any further rent rate change notice provided by us. All other terms and conditions of this agreement shall apply regardless of which facility you store your item with us.

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**53. PET & ANIMAL POLICY:** No pets or animals are permitted on our property at any time. Service animals as defined by ADA must be controlled by their owner and on a leash at all times. Said owner of any animal on our property is deemed fully personally liable for any and all damage(s) including but not limited to injuries and/or death caused by their service animal/pet and hereby indemnifies Mizner of any liability pertaining to their pet/service animal.

**54. RESPONSIBILITY FOR DAMAGE:** Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery person(s), family, guests, or their animals to the space rented or to any other real or personal property located at the Facility or used in connection with it. Until paid in full, Lessor may deny Tenant access to the Facility and overlock Tenant's space immediately upon discovery of damages for which tenant is responsible.

**55. NON-LIABILITY AND RELEASE FOR LOSS OR INJURY; AND INSURANCE:** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family and guests while in the Facility. Lessor is not a bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Agreement, Tenants Property and contents mean all contents that have been stored in the space or brought onto the property by Tenant or others. **TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANTS INSURANCE.** Self-Insurance means that Tenant will bear the entire risk and expense of loss in the event of damage or loss to such contents from crime, casualty, or other harm or loss listed within this agreement. Lessor does not carry insurance on the contents of Tenants space.

**56. SUB CONTRACTORS REFERRED BY MIZNER:** Mizner shall not be held liable for disputes arising from any referrals made to Tenant with regards to sub-contractors. Mizner does not warranty or guaranty any work provided by a sub contractor, whether they are referred by Mizner or not.

**57. BRING YOUR OWN HOSE "BYOH"-** We offer access to many hose spigots throughout our property as indicated on our marina



map as well as website (blue water droplet indicates approximate hose spigot location(s). We don't provide hoses at all spigots. You must bring your own hose or bring a drivers license to our office in order to temporarily exchange for and borrow our hose caddy.

58. **RENT PAYMENT SCHEDULE OF EVENTS:** Below is the timeline of what occurs in the event your rent is paid late.

- If rent is not paid in full by midnight of the 1st of each month, gate and facility access will be restricted until rent is paid in full.
- After the 5th day of any month (at midnight on the 5th) if not paid in full, rent is considered late. A late fee of \$50 will be assessed and your item(s) that are delinquent and stored here will be overllocked, restricting your access and use to the item(s).
- If rent is not paid in full by midnight of the 15th of the month, an additional late fee of \$200.00 will be assessed.
- If rent is not paid by midnight of the 30th day past due, the lien process will begin and a lien auction process fee of \$350 will be assessed in addition to a publication and certified mail fee subject to change based on variable costs for publication.
- An auction will be held and your item will be sold to the highest bidder.

59. **PREMIUM PARKING SPACES:** We offer a very limited number of extra-long parking spaces, herein referred to as "Premium Parking". These spaces are approximately 11W x 50L and allow for either larger vessels (up to 45 ft in length+ their trailer) or smaller vessels (up to 30 ft in length, in addition to their trailer and vehicle used for transporting the vessel to and from our ramp). These larger spaces allow some vessel owners to leave their vehicle attached to their boat trailer when the vessel is in use; hence, saving the time and effort of disengaging the trailer from the vehicle. These spaces also allow for larger vessels to be stored on our property **WITHOUT** the towing vehicle remaining attached while the vessel is in use. Premium parking is offered on a limited basis and there is an additional cost for such spots, subject to availability. Please inquire with our leasing office.

60. **PARKING/DOCKING IN YOUR PROPER SPACE:** Every tenant has an assigned parking/storage space. Please ensure that at all times, you are properly parked/docked in your assigned space and within the parameters of your allocated storage space (between poles clearly marked with space number). In the event your item(s) are found to be improperly parked/docked, we will attempt to contact you via phone, email and/or text message; however, we reserve the right to move your item into its proper space, at your expense. In the event we can't move your item on our own, we will contact a third party towing company to move it, and you will be fully responsible for any costs incurred in doing so. In the event someone is parked in your assigned space, **DO NOT PARK IN ANOTHER VACANT SPACE UNLESS SPECIFICALLY INSTRUCTED TO DO SO BY OWNER**. Parking in another patrons vacant space is not a solution and often makes matters worse, possibly resulting in your item(s) being towed at your expense.

61. **SMS TCR COMPLIANCE:** Tenant hereby consents to receive SMS text messages from Mizner Marina. Reply STOP to opt out, reply HELP for support, message and data rates may apply. Messaging frequency may vary. To see our privacy policy and Terms Of Service, please visit [www.MiznerMarina.com/privacy](http://www.MiznerMarina.com/privacy).

62. **ACCESS SETUP:** Please carefully read and perform the following steps in order to set up your gate/door access to our facility. Your access code will be activated immediately upon full execution of this lease, including cleared payment in full for any balance(s) due.

1. Your "hard code" to enter/exit our facility via keypad is **STAR (\*), and then your CELL PHONE NUMBER, and then POUND (#)**. This code will work at all timeframes pursuant to your lease agreement. Failure to enter star (\*) before your cell phone number, or pound (#) afterwards will lock you out of the gate system after 3 failed attempts. Please follow these instructions carefully.
2. For "Hands Free" access via our third party app, please download **STORAGE GENIE** app to your mobile device. (There is a small purple genie bottle logo)
3. Once downloaded, please click **ALLOW** for all settings including **BLUETOOTH & LOCATION** at all times while using app.
4. Search for the facility where you are renting (Mizner Storall Boca, Mizner Storall Boynton Beach, Mizner Marina Deerfield) etc. Please make sure to add the correct location.
5. Once the location where you are renting has been added, you will be prompted to enter the following info: Last name, Unit number, Access Code. Your **LAST NAME** is whatever last name is on this lease agreement, case sensitive. Your **UNIT NUMBER** is also on this lease (unit number is the same thing as parking space number), and lastly, your **ACCESS CODE** is your cell phone number with **NO DASH OR SPACES** between numbers. Once all of this has been entered, hit the "Done" or "SAVE" button. Your app is now installed and ready for hands free access. **\*\*In the event your space/unit number changes, you MUST EDIT THE UNIT # within the app or your access via app will not work.**

By initialing here, I consent that I have fully read and accepted the terms and conditions for hands-free app access. \_\_\_\_

## **Automatic Payment Authorization Form**

Mizner Marina, henceforth known as the Company, requires that all rents are paid via **AUTO PAY** via credit, debit card or ACH. Your monthly payment will automatically be charged to your credit, debit card or ACH account info



on file. All payments made via credit card will be assessed a 3.5% processing fee. To avoid paying this fee, please enroll in payment via ACH or DEBIT CARD.

**Please make sure that you fill in all required fields below. Specifically, be sure to complete in its entirety the field for which you'd like to use as your payment method (credit card, debit card, ACH). Then, put an "X" in all fields which you are not choosing. If you don't put something in each field, the form will not allow you to submit.**

(We **don't** charge any convenience fee(s) for either ACH or DEBIT CARD PAYMENTS)

**Personal Information**

Name (as it appears on your account or credit/debit card) \_\_\_\_\_

Other names on your account or credit/debit card <ESign.TextBoxOptional>

Current mailing address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_

Unit/Space number(s) to be automatically paid \_\_\_\_\_

**Required Information to charge credit card for monthly rent & fees/taxes/ship shop purchases**

Name on Card \_\_\_\_\_

Credit/Debit card brand (We accept: Visa, Mastercard, Discover, Amex) \_\_\_\_\_

Card Type (**DEBIT or CREDIT**) \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date (mm/yy) \_\_\_\_\_

Card Security Code (CVV) \_\_\_\_\_

Credit Card Billing Address (IF DIFFERENT FROM ABOVE)

Street or P.O. Box <ESign.TextBoxOptional>

City, State, Zip Code <ESign.TextBoxOptional>

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**Required ACH Information:**

Name on bank account: \_\_\_\_\_

Bank Account Type: (Consumer checking/savings or Business Checking/savings) \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, authorize the management of Mizner Marina, to charge my credit/debit card or debit via ACH from my bank account specified above, as well as any other card or payment method(s) provided to Landlord either verbally, telephonically, in person, text message, or via email, for charges incurred on the unit/space numbers listed above on the 1st day of each month. I also understand that the amount of the payments may vary each month due to changes in tax rates, additional purchase(s) made at said property, changes in local ordinance and fees, in addition to changes in base rent (when proper notice is provided by Landlord).

Furthermore, I authorize LANDLORD to automatically bill and charge directly to my card or bank account on file for any repairs, supplies, parts, office/ship store, third party vendor(s) purchases made at Mizner Marina, including but not limited to ICE, BAIT, TACKLE, FUEL, BOATING SUPPLIES, PARTS, LABOR, SERVICES, VENDOR FEES, VESSEL REPAIRS.

I also understand that I may terminate this auto pay agreement by giving proper and sufficient notice to the Company. I may do this at any time in writing either via email to MiznerMarinaFL@gmail.com or via USPS Certified Mail to our main office address of 790 NW 1st Ave, Deerfield Beach, FL 33441, but must allow a reasonable amount of time after receipt for the Company to act upon it. Furthermore, I understand and accept that additional service charges may apply if payment is returned due to insufficient funds, declined card, disputed charge/debit. Any disputed, chargeback or unpaid funds may result in additional legal fees, court costs, collection agency fees necessary in order to collect a debt due to Landlord. Debtor will be fully responsible for any and all additional costs incurred by Landlord in order to collect on a debt due by Tenant to Landlord.

Mizner Marina and its affiliates will not tolerate civil theft or any theft of our products or service(s). A credit card dispute/chargeback filed by any card holder for service(s) rendered or Tenants violation of this lease agreement will be prosecuted as civil theft, pursuant to Florida Statute 772.11. In the event of a credit card dispute/chargeback, Mizner Marina shall be entitled to liquidated damages in the amount of \$500.00 (Five Hundred) plus any and all charges and/or fees incurred in relation to the dispute/chargeback. Mizner will seek treble damages and maximum penalties allowable by law. Any disputed funds will be reflected on your rent ledger and all funds in dispute in addition to fees associated with a dispute will be debited against rent paid; hence, will put your account into "delinquent" rent paid status, which may result in additional late fees, lien fees, publication fees, legal fees and auction fees. In the event of a dismissal of any debt(s), Mizner Marina may, at its sole discretion, issue Tenant a 1099C for the portion of the total debt including but not limited to treble damages, credit card dispute fees, penalties, interest, attorney and court costs and will furnish a copy of such dismissal to the United States Department Of The Treasury, Internal Revenue Service (IRS) as required by law. Specifically and only for cases prosecuted for civil theft, the prevailing party shall be due full reimbursement for their court costs and attorney fees from the losing party.

By signing below, I agree to all of the above LEASE & AUTO PAYMENT TERMS AND CONDITIONS. Under Penalty of perjury, I swear, confirm and attest that all of the above information is true and accurate. Any changes impacting any of these conditions on my behalf will be immediately conveyed to Mizner Marina via email.

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

OWNER/LANDLORD: **Mizner Marina**

TENANT SIGNATURE: \_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_