

ToySpace Boat and RV Storage Rental Agreement.

This Space Rental Agreement is entered into this _____ day of _____, _____ by and between TOY SPACE, LLC and LET IT RIDE MARINE, LLC., a Florida corporation, 910 Highway 40 East, Inglis, Florida 34449 and the undersigned tenant, hereinafter referred to as "TENANT", subject to the following terms and conditions:

This agreement is for a period from _____ to _____ inclusive and may be renewable for additional agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and service. If this Agreement is not renewed for additional periods by agreement of the parties, it shall continue on a month-to-month basis at the monthly rate until terminated by 30 days' written notice by either TOY SPACE/LET IT RIDE MARINE, LLC or TENANT, or by mutual written agreement of the parties to this agreement, or by failure of TENANT to pay amounts due under this agreement when due and payable.

TENANT

Tenant Name: _____

Address: _____

City _____ ST _____ ZIP _____

Email address _____

Phone: Home _____ Cell _____

Driver Licenses Number _____ State of Issue _____

(COPY OF INSURANCE POLICY REQUIRED)

Tenant's Insurance Company _____

Insurance Policy Number _____ Phone _____

Agency Contact _____ Phone _____

BOAT

Name of Boat _____ Make _____ Model _____

Color _____ Year _____ Serial No _____

Hull ID # _____ Length _____

Registration Expiration _____ Registration No. _____

MOTOR

Make _____ Model _____ Year _____ Fuel Type _____

HP _____ Drive (Outboard, Inboard, Other) _____

TRAILERS

Make _____ Model _____ Year _____

License Plate _____ VIN _____

Registration Expiration _____ Type (Camper, Boat, Utility, etc.) _____

VEHICLES

Make _____ Model _____ Year _____

License Plate _____ VIN _____

Registration Expiration _____ Type (RV, Car, Truck, ATV, etc.) _____

LENDER/LEINHOLDER

Name of Lien Holder _____

Address _____

RATES

COVERED STORAGE (Annual or Monthly)

Annual Storage Amount (\$3000/12 months)\$ _____
Monthly Storage Amount (\$250/mo.)\$ _____

PROMOTIONAL COVERED STORAGE: BOOK FOR A YEAR GET A FREE PAIR OF COSTA SUNGLASSES. **TERMS REQUIRED: 1ST and last month rent required. Last month's rent is non-refundable if contract is not fulfilled.**

INITIAL

OUTSIDE STORAGE (Annual or Monthly)

Annual Storage Amount (\$900/12 months) \$ _____
Monthly Storage Amount (\$75/mo) \$ _____

SUBTOTAL \$ _____

PLUS, Applicable Sales Tax 7% \$ _____

GRAND TOTAL \$ _____

SPECIAL TERMS: _____

ANNUAL TENANT NOTICE

1. ANNUAL AGREEMENTS MUST PAY 1ST AND LAST MONTH RENT AT TIME OF SPACE ASSIGNMENT AND LAST MONTH RENT IS NOT ELIGIBLE FOR REFUND IF A 12 MONTH PERIOD IS NOT USED. SPACE MAY BE TRANSFERRED TO ANOTHER TENANT WITH AN APPROVED RENTAL AGREEMENT FROM TOY SPACE, LLC/LET IT RIDE MARINE, LLC OF FUTURE TENANT.

2. ANNUAL TENANTS ARE ELIGIBLE FOR 1ST CHANCE OF RENEWAL DURING (MONTH 11) OF ORIGINAL AGREEMENT TIME PERIOD, IF NOT RENEWED BY 30 DAYS FROM AGREED TERMINATION DATE THE SPACE WILL BE FORFEITED AT THE END OF THIS AGREEMENT.

RENEWAL PERIOD EXPIRATION: _____

TERMINATION DATE: _____

TENANTS AGREES THAT ALL CHARGES FOR SPACE RENTAL, REPAIRS, GAS, OIL, HARDWARE, ACCESSORIES, OR ANY OTHER SERVICES OR MATERIAL ACCRUING UNDER THE TERMS OF THIS CONTRACT SHALL GIVE TOY SPACE, LLC/LET IT RIDE MARINE, LLC A VALID LIEN UPON TENANT'S BOAT AND/OR MOTOR VEHICLE AND THAT NO BOAT AND/OR MOTOR VEHICLE SHALL BE REMOVED FROM TOY SPACE, LLC/LET IT RIDE MARINE, LLC PREMISES UNTIL ALL CHARGES ARE FULLY PAID. THE LIEN SHALL BE ENFORCEABLE EITHER IN A COURT OF LAW OR THE LIEN SHALL SUBJECT THE VESSEL TO NON-JUDICIAL SALE PURSUANT TO THE PROVISIONS OF SECTION 328.17, FLORIDA STATUTES. IN ADDITION TO ALL AMOUNTS OWED TO TOY SPACE, LLC/LET IT RIDE MARINE, LLC BY TENANT FOR CHARGES MADE BY TENANT, TENANT SHALL PAY ANY AND ALL COSTS, INCLUDING ATTORNEY'S FEES, COLLECTION AGENCY FEES, AND COURT COSTS, INCURRED BY TOY SPACE, LLC/LET IT RIDE MARINE, LLC IN COLLECTING ANY PAST DUE CHARGES, ENFORCING ANY LIEN, OR IN EFFECTING THE SALE OF THE VESSEL PURSUANT TO THE PROVISIONS OF SECTION 328.17 OF THE FLORIDA STATUTES. DURING SUCH TIME AS TENANT HAS AN UNPAID

ACCOUNT WITH TOY SPACE, LLC/LET IT RIDE MARINE, LLC EITHER FOR A RENTAL FEE OR ANY OTHER CHARGE, TENANT AGREES THAT TENANT'S VESSEL/RV/TRAILER/CAMPER/PROPERTY MAY NOT BE REMOVED FROM PREMISES AND TOY SPACE, LLC/LET IT RIDE MARINE, LLC MAY TAKE SUCH ACTION AS NECESSARY TO PREVENT THE REMOVAL OF SAID TENANT'S VESSEL/RV/TRAILER/CAMPER/PROPERTY. TENANT FURTHER AGREES THAT IF THE PAYMENT FOR STORAGE FEES ARE MORE THEN THIRTY (30) DAYS PAST DUE, TOY SPACE, LLC/LET IT RIDE MARINE, LLC MAY REMOVE TENANTS SAID PROPERTY TO AN ALTERNATE LOCATION EITHER ONSITE OR ELSEWHERE AND RELET ASSIGNED STORAGE SPACE. TENANT SHALL BE RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH RELOCATING SAID PROPERTY WITHIN THE PREMISES OR ELSEWHERE. ALL UNPAID FEES AND COSTS SHALL BEAR INTEREST AT THE RATE OF 1.5 PERCENT PER MONTH (18% ANNUALLY) OR THE MAXIMUM RATE ALLOWABLE BY FLORIDA LAW, WHICHEVER IS LESS.

1. TENANT AGREES to use TOY SPACE, LLC/LET IT RIDE MARINE, LLC facilities for reasonable and typical storage activities. TENANT agrees to not dispose of waste or trash in TOY SPACE, LLC/LET IT RIDE MARINE, LLC facilities or to create any disturbance or nuisance (i.e., Loud music, reckless driving, extended idling time of vehicles...etc.).
2. TENANT warrants and represents that TENANT is the owner of said Stored property described in this agreement and that at all times during the term of this agreement, said Stored property shall be maintained in a safe and roadworthy condition by Tenant and shall be operated in a careful and safe manner so as not to cause damage to TOY SPACE, LLC/LET IT RIDE MARINE, LLC facilities, or to any other property or persons. In the event that TENANT or other authorized person is unavailable, or is available but refuses to act, and if said Stored property is becoming a fire, explosion or pollution hazard, or causing damage to TOY SPACE, LLC/LET IT RIDE MARINE, LLC facilities or to any other property or person by reason of any unsafe condition or otherwise, TENANT authorizes TOY SPACE, LLC/LET IT RIDE MARINE, LLC to take appropriate actions as TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall determine in its sole discretion, including, without limitation, making repairs to said storage property or removing stored property from TOY SPACE, LLC/LET IT RIDE MARINE, LLC, at TENANT'S sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. TENANT agrees to be bound by TOY SPACE, LLC/LET IT RIDE MARINE, LLC actions and to be fully and solely responsible for all expenses and liability incurred thereof. TENANT AGREES FURTHER THAT TOY SPACE, LLC/LET IT RIDE MARINE, LLC SHALL HAVE THE AUTHORITY, PURSUANT TO THIS PARAGRAPH, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN TOY SPACE, LLC/LET IT RIDE MARINE, LLC JUDGEMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HERIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF TOY SPACE, LLC/LET IT RIDE MARINE, LLC TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF TOY SPACE, LLC/LET IT RIDE MARINE, LLC FOR FAILING TO ACT IN SUCH CIRCUMSTANCES. In general, TENANT shall be solely responsible for any and all emergency measures, and shall hold harmless, indemnify and defend TOY SPACE, LLC/LET IT RIDE MARINE, LLC from same.
3. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY LIMITED TO PROVIDING STORAGE SPACE, WITHOUT MORE. TOY SPACE, LLC/LET IT RIDE MARINE, LLC DOES NOT ACCEPT THE STORED PROPERTY FOR BAILMENT. Use of TOY SPACE, LLC/LET IT RIDE MARINE, LLC in whole, including use of the storage space, is at the sole risk of TENANT, and TENANT hereby assumes such risk. TENANT, for himself, for the stored property and for TENANT's agents hereby releases TOY SPACE, LLC/LET IT RIDE MARINE, LLC from any and all liability for loss, death, damage, or injuries (collectively "injury") to any person or property arising out of or in connection with the condition or use of the stored property or the condition or use of TOY SPACE, LLC/LET IT RIDE MARINE, LLC or services (including, without limitation, forklift, tractor, unloading or loading of trailers, and other services) whether such injury is caused by or through the acts or omissions of or by any other cause whatsoever, including TOY SPACE, LLC/LET IT RIDE MARINE, LLC negligence but excluding TOY SPACE, LLC/LET IT RIDE MARINE, LLC's gross negligence or intentional misconduct. TOY SPACE, LLC/LET IT RIDE MARINE, LLC expressly disclaims any responsibility related thereto and shall in no way be considered or held liable for the care, protection, or security of the TENANT'S PROPERTY from any cause whatsoever. TENANT shall indemnify, hold harmless and defend TOY

SPACE, LLC/LET IT RIDE MARINE, LLC from any claims, suits, actions, damages, liability, or expense (including attorneys' fees) in connection with any Injury. TOY SPACE, LLC/LET IT RIDE MARINE, LLC is not to be considered an insurer of TENANT's property, under this Agreement, and TENANT agrees, at TENANT's expense, to carry full insurance coverage against all perils on TENANT's BOAT, VEHICLE, TRAILER and all property stored by TENANT (including, without limitation, complete marine insurance with hull coverage) and shall carry full liability insurance for bodily injuries (including death) and property damage suffered in connection with this Agreement. TENANT shall provide proof of such insurance to TOY SPACE, LLC/LET IT RIDE MARINE, LLC upon request. Should TENANT fail to carry full insurance coverage as required here, such fact shall in no way eliminate or diminish the liability of TENANT hereunder. TENANT is encouraged to remove all items not permanently attached to the STORED PROPERTY while located AT TOY SPACE, LLC/LET IT RIDE MARINE, LLC. Under no circumstances shall TOY SPACE, LLC/LET IT RIDE MARINE, LLC be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence but excluding TOY SPACE, LLC/LET IT RIDE MARINE, LLC's gross negligence or intentional misconduct) with respect to TENANT's use of TOY SPACE, LLC/LET IT RIDE MARINE, LLC. TENANT and TENANT's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event STORED PROPERTY is involved in any casualty resulting in personal injury, death, property damage, or property loss while stored at TOY SPACE, LLC/LET IT RIDE MARINE, LLC or in connection with this Agreement. In consideration of the fees set forth in this Agreement, TENANT agrees that TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall not carry any insurance for the protection of TENANT or TENANT'S PROPERTY.

4. If TENANT wishes to have someone other than TENANT or an employee of TOY SPACE, LLC/LET IT RIDE MARINE, LLC work on TENANT's Stored Property at TOY SPACE, LLC/LET IT RIDE MARINE, LLC, prior written approval must be obtained from TOY SPACE, LLC/LET IT RIDE MARINE, LLC. Such approval will be granted only if the outside serviceman can deliver to TOY SPACE, LLC/LET IT RIDE MARINE, LLC evidence of a valid certificate of workman's compensation and liability coverage to TOY SPACE, LLC/LET IT RIDE MARINE, LLC satisfaction.
5. TENANT acknowledges that TOY SPACE, LLC/LET IT RIDE MARINE, LLC offers no security service and bears no liability or responsibility whatsoever in the event that TENANT's property, including the Boat, motor, accessories, trailer, and any other personal or STORED property whatsoever, is injured, lost, or damaged, and TENANT hereby holds TOY SPACE, LLC/LET IT RIDE MARINE, LLC harmless from same.
6. TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall, without limitation, have statutory maritime liens (state and federal) upon the Boat, motor, and attached equipment to secure any and all services and material supplied to TENANT or the Boat by TOY SPACE, LLC/LET IT RIDE MARINE, LLC or for damage caused or contributed to by the Boat, TENANT, or guests or agents of TENANT to TOY SPACE, LLC/LET IT RIDE MARINE, LLC, and/or other boats stored at the TOY SPACE, LLC/LET IT RIDE MARINE, LLC, during the term of this Agreement. This section allowing TOY SPACE, LLC/LET IT RIDE MARINE, LLC a maritime lien upon the Boat as security for payment under this Agreement is a material inducement for TOY SPACE, LLC/LET IT RIDE MARINE, LLC to enter into this Agreement with Tenant. Therefore, TENANT is prohibited from transferring ownership of the Boat without TOY SPACE, LLC/LET IT RIDE MARINE, LLC's prior knowledge. TENANT's failure to notify TOY SPACE, LLC/LET IT RIDE MARINE, LLC of any pending sale or transfer of ownership of the Boat prior to said sale or transfer shall constitute a material breach of this Agreement.
7. TENANT shall not remove TENANT's Property from the storage space until all charges secured by TOY SPACE, LLC/LET IT RIDE MARINE, LLC's liens have been paid in full. In the event TENANT attempts to remove TENANT's Property without payment of all obligations owing to TOY SPACE, LLC/LET IT RIDE MARINE, LLC, TENANT hereby consents to the entry of an immediate temporary and permanent injunction against TENANT for removal of any and all Motor Vehicles, equipment, or related items owned by TENANT, stored on TOY SPACE, LLC/LET IT RIDE MARINE, LLC property. TENANT submits to the jurisdiction of the County of LEVY, State of Florida, for the entry of the injunction, and waives any and all amounts and notice for the issuance of the emergency temporary injunction.
8. TENANT agrees to reimburse TOY SPACE, LLC/LET IT RIDE MARINE, LLC for reasonable attorneys' fees and costs relating to a suit or other collections efforts by TOY SPACE, LLC/LET IT RIDE MARINE, LLC against TENANT to collect any amounts due under this Agreement or amounts due and secured by the liens described in this Agreement or otherwise existing in favor of TOY SPACE, LLC/LET IT RIDE MARINE, LLC.

Said attorney's fees/costs due pursuant to this Section 9 shall also include those fees/costs incurred on appeal(s) and/or those fees/costs incurred to litigate the amount of fees/costs due TOY SPACE, LLC/LET IT RIDE MARINE, LLC.

9. TENANT shall not engage in any commercial operations at TOY SPACE, LLC/LET IT RIDE MARINE, LLC
10. In the event that any fees, purchases, or charges are not paid when due, TOY SPACE, LLC/LET IT RIDE MARINE, LLC may charge, and TENANT agrees to pay, interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month (18.0% per annum) or the highest rate allowed by the laws of the State of Florida, whichever is less. TOY SPACE, LLC/LET IT RIDE MARINE, LLC may retain or acquire a security interest in any property purchased on TENANT's account to secure payment of any credit extended on the account as the creditor in its sole discretion may from time to time deem appropriate.
11. TOY SPACE, LLC/LET IT RIDE MARINE, LLC, at its sole option, may close any account more than thirty (30) days past-due and suspend STORAGE use until the unpaid balance of the account is paid. TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall have the right to take over the property of TENANT and to secure the Boat or other property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of TENANT may then be rented to another tenant at the discretion of TOY SPACE, LLC/LET IT RIDE MARINE, LLC.
12. It is agreed between both parties that TENANT shall not assign, transfer, or permit the use of the assigned storage space to any other party without written consent of TOY SPACE, LLC/LET IT RIDE MARINE, LLC.
13. Any infraction of the rules and regulations contained herein or as posted in office by TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall, at the option of TOY SPACE, LLC/LET IT RIDE MARINE, LLC., cancel this Agreement upon ten (10) days' notice, and TENANT shall forthwith remove TENANT's Boat or other property from TOY SPACE, LLC/LET IT RIDE MARINE, LLC.
14. The use of TOY SPACE, LLC/LET IT RIDE MARINE, LLC's electrical outlets for the operation of power tools, welders, air conditioners, heating units, etc., is prohibited except by special permission of TOY SPACE, LLC/LET IT RIDE MARINE, LLC. TOY SPACE, LLC/LET IT RIDE MARINE, LLC cannot and does not guarantee the continuity of electrical service where provided.
15. TENANT agrees that this Agreement does not constitute and shall not be construed as a residential tenancy or any other tenancy under Chapter 83 of the Florida Statutes. This Agreement is an Admiralty and Maritime Dry Storage Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America.
16. TOY SPACE, LLC/LET IT RIDE MARINE, LLC makes no representations or warranties, express or implied, as to the following: (a) the suitability of the storage space and TOY SPACE, LLC/LET IT RIDE MARINE, LLC for TENANT's intended purposes; (b) the condition of the storage space, TOY SPACE, LLC/LET IT RIDE MARINE, LLC, any part of TOY SPACE, LLC/LET IT RIDE MARINE, LLC or its facilities, and TOY SPACE, LLC/LET IT RIDE MARINE, LLC surroundings; and (c) the security of TOY SPACE, LLC/LET IT RIDE MARINE, LLC, its facilities and surroundings. TENANT acknowledges that TENANT has had an opportunity to inspect TOY SPACE, LLC/LET IT RIDE MARINE, LLC facilities and surroundings, and the storage space prior to execution of this Agreement and hereby accepts TOY SPACE, LLC/LET IT RIDE MARINE, LLC, its facilities and surroundings, and storage space in their current as-is condition for TENANT, TENANT's agents, family and guests. SHOULD TENANT'S USE OF TOY SPACE, LLC/LET IT RIDE MARINE, LLC OR ITS FACILITIES IN ANY WAY INVOLVE THE PRESENCE OF CHILDREN, TENANT AGREES TO KEEP ALL CHILDREN UNDER TENANT'S DIRECT SUPERVISION AT ALL TIMES AND TENANT ASSUMES ALL RISK FOR SAID CHILDREN. **THE USE OF TOY SPACE, LLC/LET IT RIDE MARINE, LLC AND ITS FACILITIES IS AT ALL TIMES AT THE SOLE RISK OF TENANT.**
17. TENANT acknowledges that the TOY SPACE, LLC/LET IT RIDE MARINE, LLC storage space is not designed to be safe, sheltered storage in the event of tropical storm, tornado, hurricane, or any other severe weather event (collectively, "Weather Events"). TOY SPACE, LLC/LET IT RIDE MARINE, LLC expects TENANT to make suitable arrangements for safe, sheltered storage during Weather Events and TENANT warrants such arrangements have or will be made. TENANT may not assume that TOY SPACE, LLC/LET IT RIDE MARINE, LLC will be safe, sheltered storage during Weather Events. TOY SPACE, LLC/LET IT RIDE MARINE, LLC SHALL NOT BE DEEMED A BAILEE OF THE TENANT, AND TENANT HEREBY HOLDS TOY SPACE, LLC/LET IT RIDE MARINE, LLC HARMLESS FROM ANY DAMAGE(S) TO THE BOAT CAUSED BY SAID WEATHER EVENTS.
18. TOY SPACE, LLC/LET IT RIDE MARINE, LLC expressly reserves the right to declare TENANT in default and immediately terminate this Agreement or seek other remedies in lieu of the notice periods specified

herein upon breach by TENANT of any of the terms or conditions specified in this Agreement. Upon termination, TENANT shall pay all sums due TOY SPACE, LLC/LET IT RIDE MARINE, LLC and shall remove the STORED PROPERTY from TOY SPACE, LLC/LET IT RIDE MARINE, LLC forthwith. If TENANT fails to timely pay all sums due and/or remove the Boat from TOY SPACE, LLC/LET IT RIDE MARINE, LLC as stated, the STORED PROPERTY shall be conclusively deemed abandoned, TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall be deemed an involuntary depository, and TENANT shall incur a per diem fee of \$100.00. Thereupon, TOY SPACE, LLC/LET IT RIDE MARINE, LLC shall reserve the right to, after a period of seven (7) days, proceed with a non-judicial sale of the Boat pursuant to Section 328.17, Florida Statutes.

19. TENANT and TENANT's STORED PROPERTY shall be responsible for and shall promptly, upon demand, pay TOY SPACE, LLC/LET IT RIDE MARINE, LLC for any damage caused to TOY SPACE, LLC/LET IT RIDE MARINE, LLC, and/or to any other PROPERTY stored at TOY SPACE, LLC/LET IT RIDE MARINE, LLC, by TENANT, or TENANT's Agents. TENANT shall, in and around TOY SPACE, LLC/LET IT RIDE MARINE, LLC, comply with all laws, rules, and regulations concerning the protection of the environment and pay TOY SPACE, LLC/LET IT RIDE MARINE, LLC for any damage, expense, or liability incurred by TOY SPACE, LLC/LET IT RIDE MARINE, LLC due to failure by TENANT or TENANT's Agent(s) to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by TENANT. TENANT shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline, or untreated sewage ("Hazardous Substances"), into the water or land of TOY SPACE, LLC/LET IT RIDE MARINE, LLC. The costs for which TENANT may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up required and oversight by governmental agencies and TOY SPACE, LLC/LET IT RIDE MARINE, LLC personnel, and any legal fees/costs incurred in defense of any related violations. TENANT shall be responsible for immediately reporting and cleaning up said Hazardous Substances. TENANT shall report any release immediately to TOY SPACE, LLC/LET IT RIDE MARINE, LLC manager and shall keep TOY SPACE, LLC/LET IT RIDE MARINE, LLC informed on a daily basis of TENANT's actions with respect to any clean up. If TOY SPACE, LLC/LET IT RIDE MARINE, LLC is not satisfied, in TOY SPACE, LLC/LET IT RIDE MARINE, LLC's sole discretion, with TENANT's actions in reporting and cleaning up a release, TOY SPACE, LLC/LET IT RIDE MARINE, LLC may take any action it deems appropriate regarding the release, at TENANT's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.
20. This Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representative, successors and assigns of the parties. This Agreement cannot be amended or altered except by a writing signed by both parties hereto. This is the sole agreement between the parties and supersedes all prior agreements between the parties; therefore, any representations, inducements, promises or agreements between the parties not contained in this Agreement or a subsequent writing signed by the parties will not be enforceable.
21. It is agreed that this Agreement is performable, shall be interpreted according to the laws of the State of Florida, and that jurisdiction and venue for any disputes concerning this Agreement shall lie exclusively in LEVY County, Florida. All notices required by this Agreement, or the law shall be in writing to the addresses stated at the beginning of this Agreement, above, and shall be considered delivered and received three (3) days after deposit into U.S. Mail.
22. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Faxed and scanned & emailed signatures shall be treated as original.
23. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
24. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 25. TOY SPACE, LLC/LET IT RIDE MARINE, LLC DOES NOT INSURE TENANT'S PROPERTY AGAINST FIRE, THEFT, VANDALISM, STORM DAMAGE, FLOODING OR WINDSTORM**

DAMAGE OR ANY OTHER LOSS OR CASUALTY TO TENANTS STORED PROPERTY, IT'S EQUIPMENT (INCLUDING BUT NOT LIMITED TO ELECTRONICS, PERSONAL ITEMS, GEAR, ETC.) OR ANY OTHER PROPERTY IN, ON OR ABOUT TENANTS STORAGE SPACE.

INITIAL _____

TENANT AGREES TO PAY STORAGE AMOUNTS IN ADVANCE AND ALL OTHER CHARGES IN ARREARS BY TENANT'S CREDIT OR DEBIT CARD KEPT ON FILE WITH TOY SPACE, LLC/LET IT RIDE MARINE, LLC. MONTHLY STORAGE AMOUNTS ARE AUTO-PAID ON THE FIRST DAY OF EACH MONTH.

(A 3.5% CONVENIENCE CHARGE WILL BE APPLIED TO ALL CREDIT/DEBIT CHARGES MADE)

CREDIT/DEBIT CARD AUTHORIZATION

The undersigned hereby authorizes TOY SPACE, LLC/LET IT RIDE MARINE, LLC to collect on the first day of each month any amounts due for services provided by TOY SPACE, LLC/LET IT RIDE MARINE, LLC pursuant to the Space Rental Agreement that I have entered into with TOY SPACE, LLC/LET IT RIDE MARINE, LLC from the debit card or credit/debit card number listed below. I also authorize all other retail charges for TOY SPACE, LLC/LET IT RIDE MARINE, LLC services, including, but not limited to, charges for repairs, and other goods and services. I understand that if at any time I wish to cancel this authorization I need to call (352) 436-9016 and notify TOY SPACE, LLC/LET IT RIDE MARINE, LLC in writing at 910 HIGHWAY 40 E, INGLIS, FL 34449.

TENANT/OWNER NAME ("Tenant"):

PHONE NUMBER: (_____) _____ - _____

EMAIL ADDRESS: _____

CREDIT CARD TYPE: _____

CREDIT OR DEBIT CARD NUMBER: _____

NAME ON CARD: _____

EXPIRATION DATE: _____ CCV CODE: _____

BILLING ADDRESS FOR CREDIT CARD:

NUMBER AND STREET:

CITY: _____ STATE: _____

ZIP: _____

Agreement, Acknowledgement and Signature by Tenant

1. Tenant represents and warrants that the account information listed above is accurate and complete and that the undersigned is the owner of the account.

2. Tenant shall immediately notify TOY SPACE, LLC/LET IT RIDE MARINE, LLC in writing if the account listed above is changed or closed and will provide new account information and complete a new authorization form as requested by

3. If debit is returned due to insufficient funds or a closed account, Tenant shall immediately pay a service fee of \$40.00 in addition to all other amounts due.

4. This authorization shall continue until terminated in writing by TOY SPACE, LLC/LET IT RIDE MARINE, LLC or the undersigned. If terminated by Tenant, termination shall be effective after notice of termination is received by TOY SPACE, LLC/LET IT RIDE MARINE, LLC and has a reasonable time to act upon such notice of termination.

5. **By signing this agreement below, TENANT hereby consents that no disputes regarding fees or costs billed to TENANT shall be adjudicated by the credit card company. Any charges for fees/costs made to TENANT's credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled exclusively between TOY SPACE, LLC/LET IT RIDE MARINE, LLC and TENANT, governed by the terms of this Agreement.**

Signature of Tenant: _____

FULL UNDERSTANDING AND AGREEMENT

TENANT CERTIFIES THAT THE PRINTED MATTER ON ALL SEVEN (7) PAGES OF THIS AGREEMENT, CREDIT/DEBIT CARD AUTHORIZATION, AND GARNISHMENT WAIVER HAVE BEEN READ AND THAT THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD AND AGREEABLE TO TENANT. FURTHER, TENANT WARRANTS THAT TENANT IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT TENANT HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN. TENANT FURTHER CERTIFIES THAT TENANT HAS EXAMINED THE SPACE IN WHICH THE SUBJECT PROPERTY IS TO BE PLACED, AND THE TOY SPACE, LLC/LET IT RIDE MARINE, LLC PROPERTY, AND FINDS ALL SUITABLE AND ACCEPTABLE.

TENANT

TOY SPACE, LLC/LET IT RIDE MARINE, LLC

SIGN NAME

SIGN NAME

PRINT NAME

PRINT NAME

DATE

DATE

4 DIGIT GATE CODE: _____

