



303 N. Highland St, Mt Dora, FL 32757

352-383-7104

### MONTH-TO-MONTH AGREEMENT

This addendum agreement to the lease for the premises known as 3101 Kurt Street, Storage Unit #13, Eustis, FL 32726 hereinafter, the "PREMISES" is agreed to and shall bind the TENANT(S), its heirs, estate, or legally appointed representatives, hereinafter, "TENANT(S)" and MANAGEMENT and/or OWNERS, hereinafter, "MANAGEMENT".

TENANT(S) agree that they may reside on the premises on a month-to-month basis with all other terms and conditions of the lease agreement in full force and effect unless in conflict with this agreement whereby the terms of this agreement shall be binding.

THE RENT AMOUNT SHALL BE \$95.00 PLUS ANY OTHER CHARGES DUE UNDER YOUR LEASE AND ADDENDUMS and the payment thereof shall in no way be construed by the parties as a term renewal of the original lease.

Either party may terminate this agreement at any time by giving no less than 15 days written notice prior to the beginning of any monthly rental period. Notice must be received by management in person by the property manager no less than 15 days prior to the beginning of the next monthly rental period and TENANT(S) agree that management may give TENANT(S) notice by posting on the premises, hand delivery and/or US Mail. Failure of the TENANT(S) to give the notice as required by this agreement will result in an additional charge to the TENANT(S) OF ONE MONTH'S RENT at the Month to Month rent amount.

TENANT(S) shall not be permitted to pay any prorated rent amount, nor will TENANT(S) receive any rent refund even if tenant intends to vacate or vacates prior to the end of the monthly period.

TENANT

Monty Fletcher  
Monty Fletcher

DATE

8-21-25

PROPERTY MANAGER

Ronald Musselman  
Ronald Musselman

DATE

8-15-2025

R678  
T 1002

Managed  
Tenant  
7/29/18

KURT STREET PLAZA/STORAGE

HALMARK, LLC

T 1002

3101 KURT STREET, EUSTIS, FLORIDA 32726

SELF STORAGE LEASE AGREEMENT

Customer Name: Monty Fletcher

Phone 662-790-5905

Address: 443 Laura Ln. 32757

Emergency Contact: Name

Address:

MISSISSIPPI  
DL # 860249704

Email  
montyfletcher@outlook.com  
or AOL.com

Phone

Email

This Self-Storage Agreement is entered into on this 1st day of June, 2018

Between Halmark, LLC (owner) and Monty Fletcher (tenant).

DESCRIPTION OF CONTENTS: (circle all that apply) Household Goods, furniture, Boxes, Trunks, Suitcases, Toys, Sporting goods, Tools, Motor vehicles and VIN #

Other vehicle types and trailers and/or other specifically listed items:

**RENT**

1. Owner owns and operates a self-storage facility which is located at 3101 Kurt St, Eustis, FL, 32726. Chapter 83, Part III, Florida Statutes governs the use and occupancy of a self-storage unit.
2. The Owner hereby agrees to rent Unit # 13 located at the facility to the Tenant. The tenant hereby agrees to pay \$ 90.00 per month as consideration for rent of such space – without notice or demand, on or before the first (1<sup>st</sup>) day of each month. If rent is not received by the 5<sup>th</sup> day of each month, the Tenant agrees to pay an additional late charge. This late charge will not exceed \$10.00 a day, retroactive to the 1<sup>st</sup> day of the month the rent was due. Tenants initials \_\_\_\_\_ If Tenant pays with a bad check, a \$50 fee will be due along with the late charges.
3. 3. If the rent is not paid by the 10<sup>th</sup> day of the month, the Tenant can be denied access to the unit and the property stored therein without further notice. Such denials shall be referred to as a "lock-out". If this occurs by the Owner due to non-payment of rent or other violations of this Agreement of Florida Law, it is expressly agreed that the rent and applicable fees shall continue to accrue until all past due rent is paid and/or violations are cured. If the account proceeds to auction, and an advertisement is placed for the Public Sale, there will be an automatic \$50.00 processing fee added to the account.

**TERMS**

4. The parties hereby acknowledge that this is a month-to-month Agreement, which shall automatically renew itself unless terminated by one of the parties. If Tenant vacates after the first (1<sup>st</sup>) day of a new month, the Tenant is responsible to pay rent for that month, not a pro-rated amount.

5. Either party may terminate this Agreement by giving the other party at least a thirty (30) day written notice. Tenant agrees that if the Owner provides a 30 day notice to vacate and Tenant fails to vacate the Unit on or before the specified date by midnight (12:00 am), the Tenant hereby agrees that they forfeit the aforementioned Unit and all of its contents to be disposed of at the Owner's discretion.
6. Tenant agrees they will provide and maintain a lock on their unit at all times. Tenant hereby agrees that removal of the lock by the Tenant is understood that the Tenant is terminating this Agreement, and is abandoning the Unit and its contents, which may then be disposed of at the Owner's discretion.
7. Upon termination of this Agreement, the Tenant shall remove their lock. The Tenant shall clean and restore the unit so that it is broom clean, free of all trash and debris, and there is no property of the Tenant remaining in or around the Unit to be disposed of.
8. If the Tenant has altered the Unit in any way, Tenant shall return Unit to its original condition.

### **NOTICES FROM OWNERS**

9. All notices from Owner shall be sent by first class mail postage prepaid to the Tenant's last known address or to the electronic mail address provided by the Tenant in this Rental Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service, or when sent by electronic mail. All statutory notices shall be sent as required by law.

### **PEROSONAL INJURY**

10. Owners and Owner's agents and employees shall not be liable whatsoever to any extent to the Tenant or Tenant's invitees, family, employees, agents or servants for any personal injury or death arising from Tenant's use of the storage 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.

**CHANGES** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other changes, are subject to change upon thirty (30) days prior written notice to the Tenant. The Tenant may terminate this Agreement on the effective date of this change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective and apply to his occupancy.

### **NO INSURANCE**

11. The Tenant hereby expressly acknowledges that the Owner does not provide insurance on any personal property stored in the Unit.
12. The Tenant expressly acknowledges that the Tenant shall store such goods at their own risk and that the Owner is not a bailer or warehouseman in regards to such stored goods and property.

### **ALTERNATIONS**

13. The Tenant shall not, without first obtaining the written consent of Owner, make any alterations, additions, or improvements in or to or around the Unit.

### **USE**

14. The Tenant agrees that the Unit shall be used to store personal property, which is not hazardous, highly flammable, toxic, or prohibited by law.

15. The Unit shall not be used as a residence or in any other manner, which is in violation of County regulations, ordinances and law in the State of Florida.
16. Fires of any kind, including barbequing, brazing, soldering, welding, etc. are strictly prohibited.
17. No washing of vehicles is permitted on premises.
18. No vehicles, trailer, trash, etc. are to be left outside the Tenant's Unit.
19. Removal of trash is the Tenant's responsibility.
20. No pets or children playing, riding bicycles or skateboarding are allowed at any time, or for any reason at the facility.
21. No consumption of alcohol, illegal drug or narcotic us or manufacturing is permitted on the premises.

#### DEFAULT

22. The parties hereby agree that the Owner shall be entitled to all of the rights and remedies as set forth in Chapter 83, Part III of the Florida Statutes, which is commonly referred to as the Self-Storage Facility Act.
23. The Owner shall be entitled to all other rights and remedies provided by law.

#### WAIVER

The Owner's failure to enforce the terms and conditions of this Agreement shall not constitute a waiver of any subsequent Tenant breach of this Agreement.

#### ATTORNEY'S FEES AND COSTS

24. If any litigation should arise from this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
25. This Agreement shall be construed in accordance with all applicable Florida Laws.
26. The Tenant expressly stipulates that any litigation arising out of this Agreement shall occur in Lake County, Florida where the facility is located.

#### INDEMNIFICATION

27. The Tenant agrees to indemnify the Owner from any and all liability or expenses incurred by the Tenant in connection with this Agreement.

#### SUB-RENTAL AND GARAGE SALES

28. The tenant shall not be permitted at any time to sub-rent or hold garage sales around the unit or at the facility.

SIGNED on this 25<sup>th</sup> day of May 2018

BY MORRY G. FLETCHER  
TENANT

[Signature]  
OWNER/OWNER'S AGENT