

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chris Kovanes, Programs Administrator, 797-1102

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING A LEASE AGREEMENT BETWEEN U-STORE IT AND THE TOWN OF DAVIE, FLORIDA.

**REPORT IN BRIEF:** The Child Safety Board was granted funding from the Police Department's Law Enforcement Trust Fund, Resolution R-2001-067. The board now seeks the opportunity to store the materials for the various events the board attends throughout the year.

The purpose of this resolution is to engage in a lease with U-Store It located at 13290 State Road 84, Davie. U-Store It offered the board with a generous discounted rate of \$444 per year for the needed 9 x 5 space needed. This space usually rents for 1,291.68 per year.

The leased space will be obtained for 3 years due to the discounted rate.

**PREVIOUS ACTIONS:** Resolution granting funding to the Child Safety Board, R-2001-067.

**CONCURRENCES:** Not Applicable.

**FISCAL IMPACT:** \$1,332 for 3 yr. lease agreement (\$444 per yr.) Law Enforcement Trust Fund

**ADDITIONAL COMMENTS:** Not Applicable.

**RECOMMENDATION(S):** Motion to approve the resolution.

Attachment(s): Resolution,  
Price list  
Rules and Regulations  
Self-Storage Lease  
Florida Rider

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING A LEASE AGREEMENT BETWEEN U-STORE IT AND THE TOWN OF DAVIE, FLORIDA.

WHEREAS, the Davie Child Safety Board is a working and productive organization in its efforts to assist the Town of Davie residents in the safety of our children; and

WHEREAS, the Davie Child Safety Board furnishes the children with helmets for both bicycle riders and horseback riders, printing and distributing various flyers and leaflets promoting safety; and

WHEREAS, the Davie Police Department desires to provide supplemental funding for supplies, equipment and storage rental in an amount not to exceed \$3,000.00 to the Davie Child Safety Board to be funded from the Law Enforcement Trust Fund, in accordance with Florida Statute 932.7055 (4c), which is not a recurring cost.

WHEREAS, the Town of Davie will enter into a lease agreement with U-Store It.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1: The Town Council of the Town of Davie hereby supports the lease agreement between U-Store It and the Town of Davie.

SECTION 2: This resolution shall take effect immediately upon the passage and adoption.

PASSED AND ADOPTED, THIS \_\_\_\_\_ DAY \_\_\_\_\_, 2001.

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Attest:

MAYOR/COUNCIL MEMBER

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TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

**U-STORE-IT**  
**13290 STATE ROAD 84**  
**DAVIE, FL 33325**  
**(954) 424-6460**

**Fax: (954)424-3083**

**OFC. HRS.: MON - FRI 9:00am - 5:30pm**

**SAT 9:00am - 3:00pm / SUN CLOSED**

**GATE HRS.: 6:00am - 8:00pm / 7 DAYS A WEEK**

**PRICE LIST**

NO DEPOSIT REQUIRED ON STORAGE SPACES

	SIZE	RENT	TAX	REQUIRED INSURANCE	TOTAL
<u>A/C</u>	4X5	\$46.00	\$2.76	\$8.00	\$56.76
	4X10	\$74.00	\$4.44	\$8.00	\$86.44
	4X12	\$97.00	\$5.82	\$8.00	\$110.82
	4X15	\$116.00	\$6.96	\$8.00	\$130.96
	5X5	\$59.00	\$3.54	\$8.00	\$70.54
	5X7	\$73.00	\$4.38	\$8.00	\$85.38
	5X10	\$99.00	\$5.94	\$8.00	\$112.94
<u>INSIDE</u>	6X5	\$69.00	\$4.14	\$8.00	\$81.14
	9X5	\$94.00	\$5.64	\$8.00	\$107.64
	9X10	\$139.00	\$8.34	\$8.00	\$155.34
	10X10	\$155.00	\$9.30	\$8.00	\$172.30
	10X12	\$178.00	\$10.68	\$8.00	\$196.68
	10X15	\$199.00	\$11.94	\$8.00	\$218.94
	12X5	\$116.00	\$6.96	\$8.00	\$130.96
<u>STORAGE</u>	15X12	\$246.00	\$14.76	\$8.00	\$268.76
	12X30	\$389.00	\$23.34	\$8.00	\$420.34
<u>NON-A/C</u>	5X10	\$77.00	\$4.62	\$8.00	\$89.62
	10X10	\$135.00	\$8.10	\$8.00	\$151.10
<u>OUTSIDE</u>	10X15	\$179.00	\$10.74	\$8.00	\$197.74
	10X20	\$209.00	\$12.54	\$8.00	\$229.54
Parking: 125.00	10X25	\$239.00	\$14.34	\$8.00	\$261.34
Parking: 150.00	12X25	\$278.00	\$16.68	\$8.00	\$302.68
<u>STORAGE</u>					
	<b>PARKING</b>	<b>\$100.00</b>	<b>\$6.00</b>		<b>\$106.00</b>

THERE IS AN \$11.00 ADMINISTRATIVE FEE DUE UPON RENTAL.



We're the Self-Storage Professionals

13290 State Road 84

Davie, FL 33325

(954) 424-6460 FAX (954) 424-3083

**RULES AND REGULATIONS**

1. GATE ACCESS IS FROM 6:00 AM UNTIL 8:00 PM. THESE HOURS APPLY 7 DAYS PER WEEK, AND INCLUDE SUNDAYS AND ALL HOLIDAYS.

**PROPERTY MUST BE VACATED BY 8:00 PM EVERYDAY**

2. THE TENANT IS RESPONSIBLE FOR THEIR TRASH. THERE ARE NO TRASH RECEPTICLES ON SITE. YOU MUST REMOVE WHATEVER YOU BRING ON THE PROPERTY FROM THE PROPERTY. A DISPOSAL FEE OF NO LESS THAT \$50.00 WILL BE ASSESSED IF TENANT LEAVES TRASH.
3. SPEED LIMIT ON THE PROPERTY IS **5 MILES PER HOUR**.
4. THE GATE CLOSES AFTER EACH VEHICLE. THERE IS NO TAILGATING. IF YOU RACE THE GATE AND LOSE, YOU, THE TENANT, WILL BE RESPONSIBLE FOR ALL DAMAGES AND EXPENSES INCURRED FOR REPAIRS TO THE GATE.
5. THE MANAGEMENT OR OWNERS ARE NOT LIABLE FOR TENANT'S BELONGINGS. THE MANAGEMENT AND OWNERS DO NOT INSURE TENANT'S PROPERTY. TENANT IS SOLELY RESPONSIBLE FOR INSURING THEIR BELONGINGS.
6. ALL THE LATE CHARGES GENERATED WILL BE COLLECTED. YOUR RENT IS DUE ON YOUR LEASE DATE. ACCESS WILL BE DENIED FOR ALL LATE RENTS. UNITS WILL REMAIN OVERLOCKED UNTIL CHECK CLEARS **(10 DAYS)** UNLESS PAID BY CASH OR CREDIT CARD.
7. IT IS THE TENANT'S RESPONSIBILITY TO UPDATE MANAGEMENT ON NEW ADDRESSES OR TELEPHONE NUMBER CHANGES.
8. THE TENANT MAY NOT STORE ANYTHING ILLEGAL, HAZARDOUS, DANGEROUS OR EXPLOSIVE ON THIS PROPERTY.
9. WE DO NOT PRORATE ANY RENT!!

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

\_\_\_\_\_  
DATE



Ver. 7 (01)



374709

**SELF-STORAGE LEASE**

THIS LEASE ("Lease") is executed in triplicate between Agent, on behalf of the Owner of the Property, and Occupant. Owner hereby leases the Space to Occupant upon the terms and conditions in this Lease. Capitalized terms used herein shall have the meanings set forth in Paragraph 1.

**FUNDAMENTAL LEASE PROVISIONS.**

OWNER	AGENT U-STORE-IT Mini Warehouse Co.
OCCUPANT	
ADDRESS OF OCCUPANT	
HOME PHONE	WORK PHONE
DRIVER'S-LICENSE NO.	SOCIAL SECURITY NO. OR TAX IDENTIFICATION NO.

**PROPERTY:** The self-service storage facility of which the Space is a part located at:

**PERSONAL PROPERTY:** All property stored by Occupant at the Space, including, without limitation, papers, goods, merchandise, motor vehicles, watercraft and household items.

**RENT:** The Monthly Rent and all other amounts and charges payable by Occupant pursuant to this Lease.

**TRANSACTION-DATE:** The date that this Lease commences, which is \_\_\_\_\_

Rent	\$	Space No.	
Rent Tax	\$	Approximate Size	
	[            ]	Code Number	
	[            ]	Lock Number	
Sundries Purchase	\$	Rent Paid to Date	
Sundries Tax	\$	Monthly Rent	\$
Administrative Fee	\$	Service Charge	\$
Insurance Premium	\$	Insurance Premium	\$
Miscellaneous Charge	\$	Miscellaneous Charge	\$
Total Due Upon Execution of this Lease	\$	Amount Due Each Month	\$

**Method of Payment:**  Cash  Check  Credit Card

VP  JB  ADV  Other \_\_\_\_\_  50  2/3  12/13  Other \_\_\_\_\_

- TERM.** The term of this Lease shall commence on the Transaction Date and terminate on the Rent Paid To Date unless sooner terminated or extended pursuant to the terms of this Lease.
- MONTHLY RENT.** The Monthly Rent shall be payable in advance commencing on the Transaction Date and on the same day of each subsequent calendar month of the term of this Lease without notice, deduction, set-off or demand at the Property or at such other address as may be designated by Owner or Agent from time to time. If any check tendered by Occupant is returned for insufficient funds, then Occupant shall pay Owner the returned check fee set forth in the Bidiz. Occupant shall make all payments to Agent at the Property or at such other address designated by Owner. All additional charges set forth in Paragraph 1 which are payable monthly shall be due and payable by Occupant with the Monthly Rent and the failure to pay any such charges shall have the same consequences as the failure to pay the Monthly Rent. Landlord reserves the right to require that Rent and other charges be paid in cash, certified check or money order. The administrative fee set forth in the Bidiz is a one time non-refundable fee payable by Occupant on or before the Transaction Date with the first installment of the Monthly Rent.
- HOLDING OVER.** Except as otherwise set forth herein and provided Occupant is not in default hereunder, the term of this Lease shall automatically be extended on a month-to-month basis on the same terms set forth herein until either party delivers to the other party at least 10 days' prior written notice of its intention to terminate this Lease. OCCUPANT'S FAILURE TO GIVE SUCH NOTICE BEFORE VACATING THE SPACE WILL RESULT IN OCCUPANT REMAINING LIABLE FOR THE RENT DUE FOR THE ENTIRE MONTH IN WHICH OCCUPANT VACATES THE SPACE.
- SECURITY DEPOSIT.** Occupant shall pay the Security Deposit to Owner upon execution of this Lease. If Occupant defaults under this Lease, then Owner may, without prejudicing any other rights or remedies set forth herein, apply all or any part of the Security Deposit towards the cost and expense of curing Occupant's default (including the payment of attorney's fees), in which event Occupant shall restore the Security Deposit to its original amount immediately after receipt of Owner's written request to do so. No interest shall be payable to Occupant on the Security Deposit and Owner shall not be required to keep all or any part of the Security Deposit separate from Owner's general accounts. All costs and expenses incurred by Owner in restoring the Space to the same condition as when Occupant took possession and any unpaid Rent, damages or other costs due Owner shall be deducted from the Security Deposit. If the total deductions authorized by this Paragraph 5 exceed the amount of the Security Deposit, then Occupant shall immediately pay Owner the amount of such excess. Upon the expiration of the term of this Lease, the Security Deposit, less any deductions permitted herein, shall be returned to Occupant within 30 days after completion by Occupant of a written request form supplied by Owner. If Occupant fails to give timely notice of its intention to terminate this Lease as set forth in Paragraph 4 or fails to advise Owner of the actual vacation of the Space on the day such vacation occurs, then Occupant shall forfeit the Security Deposit as provided in Paragraph 5.
- ACCESS AND PARKING.** Occupant shall have access to the Space during the normal hours of operation of the Property as posted in the rental office at the Property or as otherwise designated by Owner. Occupant shall not park any vehicle at the Property (or permit any other party to park any vehicle at the Property) except in areas designated by Owner and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. Owner may cause to be towed, at Occupant's (and/or the vehicle owner's) expense, any vehicle parked in violation of the rules set forth in this Paragraph 6 or as otherwise adopted by Owner with respect to parking.

PARAGRAPHS NUMBER 7 THRU 28 APPEAR ON THE BACK OF THIS AGREEMENT AND ARE A PART OF THIS LEASE.

OCCUPANT:

OWNER:

By: U-STORE-IT MINI-WAREHOUSE CO.,

as Agent of Owner

By: \_\_\_\_\_

Title: Manager



### FLORIDA RIDER

This Rider ("Rider") is attached to and made a part of that certain Lease ("Lease") between Agent, on behalf of Owner, and Occupant. In the event of any inconsistency between the terms and conditions of the Lease and this Rider, the terms and conditions of this Rider shall control. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

1. To the extent any provision in the Lease or this Rider is in conflict with the provisions of the Self-Storage Facility Act, Florida Statutes Section 83.801 et seq., as may be amended or supplemented, then the provisions of the Self-Storage Facility Act shall prevail and the affected provisions of the Lease and this Rider shall be amended accordingly.

2. Insert brief description of Personal Property stored at the Space:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Occupant represents that none of the Personal Property stored at the Space is subject to perfected security interests under the Uniform Commercial Code in which Occupant is a debtor.

4. All service charges, administrative fees, default notice charges, late charges, court costs and attorney's fees together with all other fees and charges set forth in Paragraph 6 of this Rider incurred by Owner or Agent in connection with the enforcement of the Lease shall be deemed "additional rent" payable by Occupant to Owner or Agent as provided in the Lease and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Lease.

5. If Occupant is in default in the payment of Rent, Owner may, without notice, after five (5) days from the date when Rent is due, deny Occupant access to the Space and to the Personal Property.

6. In addition to any fees and charges set forth in the Lease, or otherwise available to Owner at law or in equity, Occupant shall pay the following additional charges and/or fees as applicable as "additional rent":

(A) Any installment of Monthly Rent which is not paid when due shall be assessed a late fee as follows:

(i) If such installment of Monthly Rent is received by Owner at any time between the sixth (6th) and fifteenth (15th) day following the due date for such installment, a late fee in the amount of **\$10.00** shall be assessed to Occupant.

(ii) If such installment of Monthly Rent is received by Owner at any time between the sixteenth (16th) and twenty-fifth (25th) day following the due date for such installment, then, in addition to the late fee set forth in (i) above, an additional late fee in the amount of **\$10.00** shall be assessed to Occupant.

(iii) If such installment of Monthly Rent is paid at any time after the twenty-sixth (26th) day following the due date for such installment, then, in addition to the late fees set forth in (i) and (ii) above, an additional late fee in the amount of **\$10.00** shall be assessed to Occupant.

(B) Returned check fee: **\$30.00**.

(C) Administrative fee: **\$11.00**.

(D) In the event Occupant is in default under the Lease and Owner, if permitted by law, proceeds with an auction or sale of Occupant's Personal Property, Occupant shall pay an auction or sale fee in the amount of **\$95.00**.

7. If Occupant requests that Agent furnish Occupant with a monthly invoice for Monthly Rent, Occupant shall pay to Owner a monthly charge for furnishing such invoice in the amount of **\$2.00**.

CHECK APPROPRIATE RESPONSE:

Occupant requests monthly invoice.

Occupant declines monthly invoice.

**THE TERMS AND CONDITIONS OF THIS RIDER ARE AGREED TO:**

OCCUPANT:

OWNER:

By: U-STORE-IT MINI WAREHOUSE CO.,  
as Agent of Owner

\_\_\_\_\_  
By: \_\_\_\_\_