

## STORAGE RENTAL AGREEMENT

**280 Storage, LLC**

**Rental Agreement Date:** \_\_\_\_\_ **Monthly Rent:** \$ \_\_\_\_\_

**Storage Space Number:** \_\_\_\_\_

**Occupant Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone (H):** \_\_\_\_\_ **(W):** \_\_\_\_\_ **(C):** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Gate Code:** \_\_\_\_\_

**Social Security #:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Photo ID Provided?** \_\_\_\_\_ **Military?** \_\_\_\_\_ **Tenant Have Lock?** \_\_\_\_\_ **Mgmt Have Key?** \_\_\_\_\_ **Tenant Buy Lock?** \_\_\_\_\_

**Alternate Address of Occupant:**

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Lien Holder Information:** Occupant represents that he owns or has legal possession of the personal property in his space(s) and that all the personal property in his space is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name of lien-holder):

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**Description of contents stored or to be stored:** (circle all that apply) Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools &/or other as named:

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**THIS RENTAL AGREEMENT**, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between 280 Storage, LLC, the Owner, (hereinafter referred to as the "Owner") and the Occupant identified above, (hereinafter referred to as the "Occupant") (collectively "Parties"), whose last known address is set forth above. For the consideration provided in this Agreement, the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage unit at the space number listed above (hereinafter referred to as the "Space") in the self-service storage facility known as 2419 County Road 88, Waverly, AL, 36879 (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and conditions, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

**1. Rent.** The agreed monthly rent shall be \_\_\_\_\_ (**hereinafter referred to as the "Rent"**). Rent shall be paid at the above facility address, in advance, without demand, before the facility business office closes, on day \_\_\_\_\_ of each month. **MINIMUM RENTAL PERIOD IS ONE MONTH. THERE IS NO PRO-RATING OF RENTAL AMOUNTS.** Occupant further agrees to immediately pay any additional fees and charges that may become due. A schedule of fees and charges are detailed in paragraph four (4). If any Rent is not paid on or before the Due Date, or if any check delivered in payment is dishonored, the

Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment or rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property. Owner accepts checks, money orders and credit cards. Cash is accepted for walk-in payments only during business hours.

**2. Term.** The original term of this Agreement shall begin on \_\_\_\_\_, and shall terminate on \_\_\_MONTHLY\_\_\_ (hereinafter referred to as the "Term").

**3. Denial of Access.** If Rent is not paid before the office closes on the Due Date, Owner may, without notice, deny the Occupant access to the Space located in the Property. Except per signed court order, Owner shall deny access to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Owner may condition Occupant's access to the Space and Property in any manner deemed reasonably necessary by Owner to maintain order on the Property. Such manners may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, Occupant's default on one rented Space shall constitute Occupant's default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces. Occupant shall not allow any unaccompanied guests on the Property.

**4. Fees.** Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable **New Account Administration Fee of \$10.00**. Owner shall have no obligation of sending a monthly invoice to Occupant; however, Occupant may elect to pay an additional fee of \$2.00 as an **Invoice Fee** to receive a monthly invoice. Occupant acknowledges that late payment of Rent shall cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any Rent is received after **five (5)** days from the Due Date, Occupant shall pay to Owner an additional sum of **\$25.00** as a late fee for each month Rent is past due, such amount being considered liquidated damages. The Parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner shall incur by reason of late payment by Occupant. Owner shall not waive any rights under the law for non-payment of Rent. Said late charges are due and payable by Occupant without demand from Owner. If any check is dishonored for any reason, Occupant shall pay said late charges in addition to a return check charge of \$35.00 as an **NSF fee**. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a \$30.00 **Auction Certification Fee** at ninety (90) days late Rent and a \$60.00 **Auction Advertising Fee** seven (7) days before the scheduled auction. The Occupant shall pay all costs of collection, which includes collection agency fees and court costs. If Occupant's lock must be cut, Occupant shall pay for a **Lock Cut Fee** of \$35.00. Other fees charged to Occupant may be contained in Addendums to this Agreement.

**5. Owner's Right to Enter.** 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 Occupant 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, and continue to store such contents at the sole cost and expense of the Occupant.

**6. Use of Space; Compliance with Law.** The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of the Property.** The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable item having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space or on the Property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of

this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or it the Space or the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant 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 Occupant, whether incurred during or after the lease term. Occupant 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 work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant 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 Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property.

**7. Condition and Alteration of Space.** Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant 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 Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

**8. Limitation of Value.** The Occupant 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 occupant to store property exceeding such value. The Occupant agrees that the maximum liability of the Owner to the Occupant for any claim or suit by the Occupant 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 Occupant for any loss or damages to the Occupant's property regardless of cause.

**9. Termination.** This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least **five (5)** days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant 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 Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. If a cost for removal is incurred, said cost will be considered an **ADDITIONAL CHARGE** and shall be payable to Owner **IMMEDIATELY**. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

**10. Abandonment.** This Agreement shall automatically terminate if the Occupant abandons the Space. If the Space remains vacant and without a lock for a period of **three (3)** or more days it will be considered abandoned and revert to the Owner for re-rental. Any rented space containing contents and without a lock for a period of fourteen (14) or more days will be considered abandoned and revert to the Owner for re-rental. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment.

**11. No Bailment.** **THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THE AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.** The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited

to theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insect, Acts of God, or the active or passive acts or omission or negligence of the Owner, or the Owner's agents or employees.

**12. Insurance.** The Owner does not provide any type of insurance which would protect the Occupant's personal property from loss by fire, theft, or any other type of casualty loss. **It is the Occupant's responsibility, at the Occupant's expense, to secure such insurance to protect itself and its property against all perils of whatever nature in an amount at least equal to the total value of all stored property. Insurance on Occupant's personal property is strongly recommended by the Owner.** If Occupant fails to obtain insurance, then Occupant hereby indemnifies the Owner and waives all claims against the Owner and releases the Owner from any and all liability. Occupant automatically assumes all risk of loss to stored property that would be covered by such insurance. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause. Occupant agrees and understands that Owner and Owner's agents are not insurers, are not affiliated with any insurance company, and do not act as any insurance company's agent, broker, or solicitor.

**13. Changes.** All items of this Agreement, including but without limitation, the Rent, 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 Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant 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.

**14. Owner's Lien Rights.** **OCCUPANT UNDERSTANDS, ACKNOWLEDGES AND AGREES AS FOLLOW: PURSUANT TO THE TERMS OF THE CODE OF ALABAMA, SET FORTH IN ALABAMA STATUTES SECTION 8-15-34 (AS THE SAME MAY BE AMENDED), OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. SUCH LIEN SHALL ATTACH AS OF THE DATE THE PERSONAL PROPERTY IS STORED WITHIN THE LEASED SPACE. SUCH LIEN, TO THE EXTENT THE PROPERTY REMAINS STORED WITHIN THE LEASE SPACE, SHALL BE SUPERIOR TO ANY OTHER EXISTING LIENS OR SECURITY INTERESTS TO THE EXTENT OF \$250. IN ADDITION, SUCH LIEN SHALL EXTEND TO THE PROCEEDS, IF ANY, REMAINING AFTER THE SATISFACTION OF ANY PERFECTED LIENS. IF OCCUPANT DOES NOT PAY OCCUPANT'S MONTHLY RENT OR OTHER RENT OWING UNDER THE LEASE, OCCUPANT MAY LOSE OCCUPANT'S PERSONAL PROPERTY. OWNER POSSESSES THE RIGHT TO SELL OCCUPANT'S PERSONAL PROPERTY STORED IN THE SPACE TO COLLECT THE UNPAID RENT.**

**15. Security Agreement.** This Agreement shall constitute a security agreement covering the content of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

**16. Occupant's Liability.** In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed by the Occupant that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant 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.

**17. Assignment and Subletting.** The Occupant shall not assign this Agreement or sublet the Space.

**18. Waiver/Enforceability.** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part 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 Occupant.

**19. 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 Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

**20. Successors in Interest.** This Agreement is binding upon the Parties hereto, their heirs, successors and assigns.

**21. Governing Law.** This Agreement and any actions between the Parties shall be governed by the laws of the State of Alabama.

**22. Venue.** The Parties agree that any legal action filed in the State of Alabama concerning this Agreement and any actions between the Parties shall be filed in the county of Lee County, Alabama.

**23. Waiver of Jury Trial.** The Owner and the Occupant 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 Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

**24. Limited Warranty.** 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 Property, 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 Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

**25. Rules.** The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

**26. Notice of Change of Address.** The Occupant represents and warrants that the information the Occupant has supplied in this rental Agreement is true, accurate and correct, and the Occupant understands that the Owner is relying on the Occupant's representations. The Occupant agrees to give prompt written notice to the Owner of any change in the Occupant's address or any change in the status of any liens or secured interests on the Occupant's property in the space. The Occupant shall fax or mail such notice by certified mail, return receipt requested, with postage prepaid to the Owner at the above address.

**27. Occupant's Lock.** The Occupant shall keep the Space locked and must provide his own lock and key. **Such condition is a material condition of this Agreement. Occupant shall provide a copy of the key to the Owner** upon signing of the Agreement. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the even Occupant fails to keep such a lock on the Space or Occupant'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 Occupant for any loss or damage whatsoever, and Occupant 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.

**28. Personal Injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omission or negligence of the Owner, Owner's agents, or employees.

**29. Release of Information.** Occupants hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**30. Military Service.** If Occupant serves in the military, Occupant shall provide notice of the service to the Owner. The Owner will rely on this information to determine the applicability of the Service-Members Civil Relief Act.

**31. Financial Information.** Owner shall not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

**Notice to Occupant:** Do not sign this Agreement before you read it and fully understand the covenants contained herein. By signing this Agreement the Occupant hereby acknowledges that he has read, understand and accepts all terms and conditions expressed in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OWNER:** 280 Storage, LLC

**OCCUPANT:** \_\_\_\_\_

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

Owner's Representative Signature