

STORAGE RENTAL AGREEMENT

This agreement for the rental of self-storage space located at 990 Riverside Street Leesburg, AL 35983 (the Premises”) is entered into on this ____ day of _____ between Alabama Self Storage Company, LLC, hereinafter “Owner” and

_____, hereinafter “Occupant.” All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties identified above.

1. **STORAGE SPACE:** Occupant rents from Owner UNIT NUMBER _____, hereinafter the “Storage Space”
2. **RENT:** Monthly rent for the storage space shall be \$ _____ per month to be paid on the FIRST DAY OF EACH MONTH IN ADVANCE and will automatically renew for successive one month periods unless terminated as set out below. Payments sent by mail must be postmarked by the last day of the previous month. Any Occupant who pays rent more than five (5) days after it is due will be assessed a ten (10) dollar late fee. If an Occupant pays rent more than ten (10) days past the due date another ten (10) dollar late fee will be assessed. If an Occupant pays rent more than fifteen (15) days past the due date an additional fifteen (15) dollar over lock fee will apply and the unit will be over locked at that time. At thirty (30) days past due a lien will be placed on the contents of the unit and an additional fifty (50) dollar fee will be assessed. Any fractional part of a month’s rent shall be paid on a pro rate basis along with payment of first full month’s rent, but proration of rent shall not apply at the termination of the agreement. Owner reserves the right to alter or increase the amount of the monthly rental upon giving Occupant prior notices as prescribed herein at least thirty (30) days prior to the effective date of increase. Said notice shall contain the amount of the new rental to be charged after said effective date.

Rental Payment Mailing Address: Alabama Self Storage Company LLC
P.O. Box 2653
Kennesaw, GA 30156

3. **DEPOSIT:** Occupant further agrees to pay an Advance Deposit of \$ _____ to be used, if required at Owner’s discretion, for the repair of any damage caused by Occupant and/or to clean up the Storage Space upon termination of this Agreement. In the event the Storage Space is left in clean and undamaged condition, Occupant’s deposit will be returned upon the Occupant’s request within a reasonable time. The deposit need not be held in a separate account and will not be refunded with interest. It is further agreed that Owner may offset claims against the Occupant, including unpaid rent and other charges from the deposit. Occupant may not assign or sub-rent the Storage Space without express written permission of the Owner. In the absence of separate rental agreements, this agreement shall be deemed as automatically amended to include any additional unit(s) rented by Occupant, except that the deposit and monthly rental rate for such additional unit(s) shall be the market rate then in effect at the Premises, and all late charges and fees shall be adjusted in a commensurate amount. Owner acknowledges receipt of

\$ _____ on this date, which includes the Deposit and First Month’s rent.

4. **TERMINATION:** This Agreement shall continue from month to month unless it is terminated by either party. This rental agreement can only be terminated effective the last day of any given month. To terminate this rental agreement either party must deliver to the other a WRITTEN notice of his intention not to renew his rental agreement on or before the fifteenth (15th) day of what is intended to be the last month on this agreement. Upon termination of the agreement, Occupant shall promptly remove all stored property and deliver possession of the property to Owner unless same is subject to Owner’s lien as referenced below. Failure to remove all personal property before commencement of the next rental month shall not prevent termination at Owner’s request but shall obligate Occupant for rent for each rental month in which any of Occupant’s personal property remains in the Storage Space and/or the Storage Space remains locked with Occupant’s lock. Occupant must leave the storage space in good condition, and will be held responsible if the Storage Space is damaged or left in an unclean state. Owner may dispose of property left in the Storage Space or on the Premises after termination of this agreement, though Occupant will be liable for all costs incurred by Owner in disposing of such property.
5. **OCCUPANT ACCESS:** Occupant’s access to Premises and Storage Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. At Owner’s discretion and without obligation to Owner, such measures may include but are not limited to, requiring verification of Occupant’s identity and limiting hours of operation. Access will be denied to any party other than the Occupant who does not retain a key to lock on Space or has not supplied Owner with written authorization from Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others.
6. **PROHIBITED USES:** Occupant agrees not to use the Storage Space for any unlawful purpose and that no property will be stored in the Storage Space unless occupant has full legal right to have such property in Occupant’s possession. Storage of flammable explosive, toxic, noxious, odorous, or other dangerous materials is strictly prohibited. This includes tires, paint, gasoline, explosives, food, bug infested furniture, or living things of any kind. Occupant is obligated in advance to drain all gasoline or other flammable material from any property, including vehicles and machinery to be stored. Occupant shall not store any property in violation of any ordinance, order, or requirement imposed by the State of Alabama Department of Public Health, Police, Fire Department, or other governmental agency, nor do or cause to be done any act that may create a nuisance. Occupant acknowledges that Storage Space may be used for storage only and specifically agrees that the Storage Space will not be used for the conduct of a business or for human or animal habitation for any period whatsoever. No electrical connections, alterations, or modifications of any kind are permitted to be made to any lighting or wiring within the storage space or on the Premises. Additionally, Occupant shall not use the space for: (1) Sanding or spray painting (2) Any use which constitutes a shop or service facility, (3) automobile repair, (4) continuous connection of any electrical appliance or extension cord, (5) Practice facilities for rock bands or other individuals or musical groups, (6) Installation of any telephone device, (7) garage sales, flea market, or sale of any kind directly from the storage space (8) Parties gatherings or meetings of any kind, (9) any use which involves alteration, structural change, or defacement of the Premises, its walls, floors, or overhead space, (10) any use of roof bar, joints, or structural members or supports for the purposes of lifting or storing any object (11) Storage of any food or liquid that is likely to attract pests such as grass seed, grain, etc., (12) an address advertised or used for any purpose, or (13) Storage of inadequately packaged, wrapped, or protected articles that could be damaged by absorption of moisture from floors or walls. **NOTE: ANY VIOLATION**

OF THE PROVISIONS WITHIN THIS PARAGRAPH SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT AND OCCUPANT HEREBY AGREES TO HOLD OWNER, OWNER'S REPRESENTATIVES, AND OTHER OCCUPANTS HARMLESS AND TO INDEMNIFY, SAVE AND DEFEND SUCH ENTITIES FROM ANY LOSS RESULTING FROM VIOLATION OF THESE PROVISIONS.

7. **LIENS ON STORED PROPERTY:** Occupant must disclose any lienholders with an interest in the property that is stored or will be stored in the storage space. Occupant agrees to promptly advise Owner of future liens on property subsequently placed in the Storage Space. Are there any current liens on stored property Yes ___ No ___ If "Yes," describe the property on which the lien is held and identify the lienholder providing a name address and telephone number of said lienholder and the county and state in which a financing statement or evidence of the lien is filed:
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-
-
8. **LIMITS ON LIABILITY:** Occupant acknowledges and agrees that Storage Space is not suitable for storage of heirlooms, precious, invaluable, or other property alleged or considered irreplaceable such as jewels, furs, books, records, writings, works of art, objects for which no immediate resale market value exists, and property considered to have special sentimental value. Occupant agrees not to store such items in the storage space. Nothing stated herein shall establish that the stored property has any value whatsoever or to create any liability on the part of the Owner, which liability is expressly denied by the owner and released below.
9. **NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OF OCCUPANT:** It is specifically and expressly understood and agreed to that no bailment is created hereunder. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of Occupant's property shall remain vested in Occupant and all property stored within the storage space by occupant or stored on the Premises shall be at Occupant's sole risk. **Owner and Owner's representatives shall not be liable to Occupant for any damage to, or loss of, any personal property arising from any cause whatsoever, including but not limited to, burglary, fire, flood, wind, water damage, moisture damage from concrete flooring, mold, mildew, mysterious disappearance, rodents, spiders, Acts of God, explosion, or the active or passive acts, omissions or negligence of Owner or Owner's representatives.** Occupant also releases owner from any liability related to any injury or death to Occupant, Occupant's relatives, invitees, or family members as a result of any use of or presence on the Storage Space or Premises by any of them, even if such injury or death is caused by active or passive acts, omissions, or negligence on the part of the Owner or Owner's representatives. Occupants are responsible for any children they bring on to the premises Neither Owner nor Owner's representatives are liable for any loss or damage resulting from failure, interruption, or malfunction of utilities. **Owner is not required to carry any insurance which covers any loss whatsoever that Occupant may claim in relation to the Storage Space or Premises.** Occupant, at Occupant's option and expense, shall either maintain insurance policies to cover any loss that Occupant and/or Occupant's insurance agent deem prudent, including but not limited to loss related to fire, water, moisture, mold, mildew, wind, flood, burglary, theft, vandalism, malicious mischief, Acts of God, explosion, or any other act, or elect to self-insure Occupant's property. In any case, insurance of contents is the sole responsibility of the Occupant.
10. **AGREEMENT TO INDEMNIFY:** Occupant expressly agrees to indemnify and hold harmless and defend Owner and Owner's representatives from and against any and all claims (including claims for personal injury or death), demands, actions or causes of action (including attorney's fees and costs) that are brought by anyone arising out of or in connection with use or presence on or at the Storage Space or Premises by Occupant or Occupant's representatives, invitees, or family members including claims allegedly arising from the active or passive acts, omissions, or negligence of Owner or Owner's representatives.
11. **CONDITION OF STORAGE SPACE AND ALTERATION THEREOF:** Occupant assumes responsibility for examining the Storage Space and hereby accepts same in its **AS IS** condition and agrees to pay Owner for any repairs to Storage Space arising from Occupant's use of same. Occupant understands that all unit sizes are approximate and enters into this agreement **without reliance** on the estimated size of the space. Occupant shall not make or allow any alterations to be made to the Storage Space or the Premises even if Occupant considers them to be improvements. Owner will not permit waste of the Premises. Occupant agrees to pay Owner for any damage to the Premises including exterior gutters of any buildings. If Occupant causes any such damage, Occupant may be denied access to unit until repairs are paid for.
12. **OWNER'S RIGHT TO ENTER INSPECT AND REPAIR:** Occupant agrees that Owner or its representatives have the right to enter the Storage Space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition has been or is occurring in the Storage Space or for repairs to the interior or door, or inspections by governmental authorities. In the event any materials are discovered which are hazardous or constitute a nuisance, Owner may immediately arrange removal or disposal at occupant's expense.
13. **RULES AND REGULATIONS:** Owner shall have the right to establish or change hours of operation or to create and amend rules and regulations for safety, care, cleanliness of the premises and good of the facility. Occupant agrees to abide by any and all rules set forth by Owner.
14. **OWNER'S REMEDIES:** If any rent or charge shall be due and not paid, or if Occupant shall fail or refuse to perform any part of this Agreement, Occupant shall be conclusively deemed in default. Upon any default by Occupant, Owner shall have the right, without notice, to deny Occupant access to the Storage Space and/or Premises. Denial of Access shall include the right to remove Occupant's lock and replace it with Owner's lock. The right to deny access is in addition to all other liens and or remedies provided by law to secure and collect rent or other charges as a result of Occupant's storage of property including expenses related to the sale or other disposition of Occupant's property. Additionally, if Occupant is renting more than one space, default on one unit constitutes default on all units held by that Occupant.

15. **STATUTORY LIEN RIGHTS:** The Owner has a statutory lien on all personal property within the Storage Space as granted by Alabama Code §8-15-30 et. seq. Pursuant to that code section, ALL ARTICLES STORED IN THE STORAGE SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY (30) DAY PERIOD. Owner can and will exercise all rights allowed under the aforementioned statute to secure payment of charges owed by Occupant. After the statutory period has elapsed, Owner reserves the right to sell Occupant's property singly, in units, or as a whole and assess any charges related to the publication of notices, sell of Occupant's personal property, and the fees related thereto to the occupant. All proceeds from the sale of Occupant's personal property will be applied to Occupant's delinquent account and any excess proceeds will be held for Occupant as required by law. Occupant can reclaim personal property at any time before its sale by paying the full balance owed to Owner in cash or certified funds and peaceably removing all personal property from the Premises. If proceeds are insufficient to pay rent, fees, and charges, Owner may seek to enforce its right to recover the balance from Occupant. In the event proceeds of the sale exceed the full amount of all rent, fees, and charges owed by Occupant to owner, Occupant will be notified at Occupant's last known address and Owner will hold such excess funds for the benefit of other lienholders or Occupant for such period of time required under the "Self Service Storage Act," Alabama Code (1975).
16. **NOTIFICATION OF DELINQUENCY AND LIEN:** Owner shall notify Occupant that it has taken possession of Occupant's stored property and that the property is subject to sale if the rent and/or other charges are not paid within thirty (30) days of continuous default. In the event that sale or disposal of Occupant's property becomes necessary, Owner is authorized, in addition to other legal rights, including those reference in the preceding section, to remove Occupant's lock, enter the Storage Space, and take possession of or remove the personal property to other suitable space pending its sale or other disposition. Owner is also authorized to place its own lock on the Storage Space until such contents are disposed of in the manner provided herein. Additionally, Occupant hereby contractually grants Owner a lien in all goods stored in the Storage Space.
17. **ABANDONMENT OF PROPERTY:** Personal property of whatever description left in or about the demised premises may, at the Owner's option and sole discretion, be stored in a public warehouse at the expense of and for the benefit of the Occupant, be kept as the Owner's own property, or be sold as allowed by law and the proceeds applied as the owner so chooses.
18. **WAIVER:** No waiver by Owner, its agents, representatives, or employees, of any breach in performance or of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or fault.
19. **WAIVER OF EXEMPTION:** As to enforcement of this Agreement, Occupant waives all right of exemptions now or hereinafter provided for under the Constitution and Laws of the State of Alabama.
20. **NOTICES:** All notices under this agreement will be sent to the address provided below by Occupant. Occupant agrees to report to Owner in change in address, phone number, email address, and other relevant contact information by way of written notice to Owner. All notices provided to Occupant from Owner are deemed delivered when deposited into U.S. Mail regardless of receipt by Occupant.
21. **Warranties:** The agents or employees of the Owner are not authorized to make warranties about the space or the Storage Facility. OWNER OR OWNER'S AGENTS MAKE NO PROMISES OR REPRESENTATIONS OF SAFETY OR SECURITY TO OCCUPANT. Occupant understands that while Owner may employ certain security devices for the protection of the Premises as a whole, these are not for the protection of individual units and any or all security measures may not operate properly in the event of mechanical, electrical, or software failure. ORAL STATEMENTS MADE BY THE OWNER, OWNER'S AGENTS OR EMPLOYEES DO NOT CONSTITUTE WARRANTIES. THEIR STATEMENTS CANNOT BE RELIED UPON BY THE OCCUPANT AND ARE NOT PART OF THIS AGREEMENT, NOR DO THEY IMPOSE ANY OBLIGATION ON THE OWNER.
22. **SEVERABILITY CLAUSE:** If any part of this agreement is declared invalid, such decision shall have no impact on the validity of any remaining portion. This agreement shall be construed under and in accordance with the laws of the State of Alabama.
23. **EXPENSES FOR ENFORCEMENT:** Occupant agrees to pay all costs, including reasonable attorneys fees, incurred by the Owner in collecting delinquent rent, fees, or charges of enforcing any provisions of this agreement.
24. **WAIVER OF JURY TRIAL AND AGREEMENT TO MEDIATE DISPUTES:** Occupant hereby waives the right to trial by jury of any claim or cause of action arising out of or relating in any way to this agreement. Occupant further agrees to first attempt to mediate all disputes arising out of this agreement. A mediator chosen by the parties from the most recent Alabama State Court Mediator Roster, which is published by the Alabama Center for Dispute Resolution shall conduct the mediation. If the parties cannot agree on a mediator, ACDR will select a mediator for the parties. All fees related to the mediation are the responsibility of the Occupant.
25. **OCCUPANT'S LOCK:** Occupant's space must be locked with Occupant's lock at all times. **Occupant is not allowed to double-lock the unit. Owner reserves the right to remove a lock from any unit that is double-locked without notice and at Occupant's expense.** Occupant assumes responsibility for all individuals who have keys and access to the space. In the event Occupant fails to keep a lock on the Space, or Occupant's lock is broken or damages, Owner shall have no liability to Occupant for any damage, and Occupant shall indemnify and holds Owner harmless against any loss or expense of owner in connection with locking the space, including the cost of the lock. The fact that the Owner has taken measures to secure the access to the space under this paragraph does not affect any other part of this Agreement.
26. **CLIMATE CONTROL:** This space is not climate controlled in any way. Owner has no control of the temperature or humidity level, or any other environmental condition on the Premises or in any individual Storage Space. As such, Owner has no control over the effect the environmental conditions have on the facilities or the personal property within the Storage Space including but not limited to the existence of or growth of mold, mildew, water damage or the result of damage due to extreme heat or cold.

Furthermore, Occupant acknowledges that storage space may become infested with rodents, spiders, insect, or other small animals and agrees to hold owner harmless and not hold Owner liable for any damage to Occupant's property that may result from any said type of infestation.

27. **RELEASE OF INFORMATION:** Occupant 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.

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

I have fully read and understand and agree to all the terms and conditions found within this Agreement

Occupant _____
Date

THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING RENTAL RATE AND OTHER CHARGES, ARE SUBJECT TO CHANGE UPON 30 DAYS WRITTEN NOTICE DELIVERED TO THE LAST KNOWN ADDRESS OF THE OCCUPANT.

CAUTION--IT IS IMPORTANT THAT YOU READ THIS CONTRACT BEFORE YOU SIGN IT.

INITIAL OF OWNER'S REPRESENTATIVE WHO WITNESSED OCCUPANT'S SIGNATURE: _____

INFORMATION REGARDING OCCUPANT:

Full Legal Name: _____

Resident Street Address: _____

City _____ State _____ Zip _____

Cell Phone No. _____

Home Phone No. _____

DL NUMBER: _____ DL STATE: _____ DL EXP DATE: _____ MONTH _____ YEAR

EMAIL Address: _____

Emergency Contact Person: _____ Emergency Contact Phone No. _____

Additional Contact Person: _____ Additional Contact's Phone No. _____

Employer's Name _____

Employer's Address _____

Employer's Phone No. _____

SIGNATURE OF OWNER'S REPRESENTATIVE: _____ DATE: _____