

STORAGE SPACE RENTAL AGREEMENT

Customer Name :
Customer Driver's License # :
Customer Home Phone :
Customer Work Phone :
Customer Address :

Cell:
E-mail:

By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail.
Are you, your spouse or any of your dependents in the Military/Reserves?

Yes: ___ No: ___ If Yes, Contact information: _____

EMERGENCY CONTACT:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email _____

DESCRIPTION OF CONTENTS: (circle all that apply) Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (registration # required), and/or other as named

LIENHOLDERS: Occupant represents that he/she owns or has legal possession of the personal property in his/her space(s). Occupant attests that all the personal property in his/her space is free and clear of all liens and secured interests EXCEPT for the items listed below:

Property Description : _____
Lien Holder/ Secured Creditor : _____
Address of Creditor : _____
Amount of Lien- Secured Interest : _____

CONTRACT DETAIL:

New Account Administration Fee:
First Late Fee:
Second Late Fee:
Third Late Fee:
NSF Fee:
Auction Fee:
Clean-Up Fee:
Mailed Invoice Fee :
Lock Cut Fee :
Transaction Date:
Room Number :
Room Description :
Monthly Due Day :
Monthly Rental :
Gate Access Code:
Move In Date:

ALL PROPERTY STORED UNDER A RENTAL AGREEMENT MAY BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS SIXTY-DAY PERIOD WHEN DUE.

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self service storage facility identified above as agent for Owner, (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above in the self-service storage facility, situated in the city and county listed above in the state of Mississippi, hereinafter referred to as "Space". Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

1. RENT: "Space", as used in this agreement, will be that part of the self-service storage facility described above. The Occupant agrees to pay the Owner for the use of the space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the rental due date and a like amount for each month thereafter, until the termination of this agreement. Owner acknowledges receipt of the sum set out above showing payment

through the date shown above. If any monthly installment is not paid by _____ days from the due date, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. Customers account must be in good standing to receive any promotions or discounts. Cash can only be accepted during office hours. Do not deposit cash in the afterhours drop box/slot. Owner is not liable for any cash placed in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments.

2. DENIAL OF ACCESS: If rent is not paid within _____ days of the monthly due date, Owner may without notice deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the tenant unless said party retains gate code and key to lock on Space or has supplied Owner with written authorization from the tenant to enter the Space. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures 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, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

3. FEES: Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable NEW ACCOUNT ADMINISTRATION FEE in the amount as set forth above. A bill for the monthly rent will not be sent unless requested. However, Occupant may elect to pay an additional fee as an INVOICE FEE, set forth by Owner. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after _____ DAYS from the rental due date, Occupant shall pay to Owner a FIRST LATE FEE for each month rent is past due. Furthermore, if any monthly rent payment is received after _____ DAYS from the rental due date, a SECOND LATE FEE will be assessed for each month rent is past due. Late fees are assessed at the full and sole discretion of the Owner. Said late charges are due and payable without demand from Owner. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as an NSF FEE. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as AUCTION FEE. If Occupant's lock must be cut, Occupant shall be responsible for LOCK CUT FEE identified above.

4. USE AND COMPLIANCE WITH LAW: (a) The space named herein is to be used by the Occupant solely for the purpose of storing any 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 that would cause danger or nuisance to the space or facility. Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any 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, and will keep the space in good condition during the term of the Agreement. The occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's 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 the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the premises or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fees, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Occupant. (b) Occupant agrees not to conduct any business out of 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 in the space. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility charge set forth by Owner. Unless given written permission by owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate Termination of this agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, safe and defend such persons from any loss resulting from the violation of this provision.

5. CONDITION AND ALTERATION OF PREMISES: Occupant assumes responsibility for having examined the premises and hereby accepts it AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant understands that all unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Space. Occupant shall make no alterations or improvements to the space without prior written consent of Owner. 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 entitles Owner to deny Occupant access to the Space.

6. LIMITATION OF VALUE: Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5000.00 unless Owner has given permission in writing for Occupant to store property exceeding that value. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is the total value referenced above. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any lost or damage to Occupant's property, regardless of cause.

7. ABANDONMENT: This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has removed the locking device from the Space and IS NOT current in all obligations hereunder or lock is cut after default and it is determined, in the Owner's discretion, that the items in the unit have little or no value. Any property left in the Space may be disposed of by the Owner. Rent paid for month in which Occupant moves out early shall not be refunded. THERE ARE NO RENT REFUNDS.

8. TERMINATION: This agreement shall continue from month to month unless Occupant or Owner delivers to the other party a five-day advanced written notice of its intentions to terminate the Agreement. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may, without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. No refunds are allowed for partial- month occupancies. Occupant shall be charged a CLEAN UP FEE, identified above, if Owner is required to remove any debris from either inside or outside the rented Space after Occupant vacates the Space.

9. OCCUPANT'S RISK OF LOSS: THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE TENANT'S STORED PROPERTY. All property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. Occupant shall assume full responsibility for who has the keys and access to the space. Owner and Owner's employees and agents shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HERE AND THAT WERE OWNER NOT RELEASED FROM LIABILITY, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON. Owner does not promise safety or security of persons or property on the premises, and Owner had no duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction.

10. INSURANCE: As a benefit of Occupant's Rental Agreement with Owner, Occupant shall be named as an additional insured under a policy of insurance issued in the name of the Owner for up to \$2000 of coverage on Occupant's stored goods (in the event of a covered loss). Occupant will be provided with an Insurance Endorsement as part of its Rental Agreement and a brochure from the Owner's insurance company that describes coverages and exclusions, provides instructions for how to file a claim, and contact information for the insurance company. This insurance endorsement is only available to those tenants in eligible units and only applies to covered items. If Owner has given Occupant **written** permission to store property that Occupant values at over \$2000, then it is a material condition of this lease that Occupant shall maintain at their expense a policy of fire, extended coverage and endorsement, burglary, vandalism, and malicious mischief insurance (from a third party insurer) for the actual cash value of the stored property **in excess of \$2,000**.

If Owner has given Occupant the requisite permission to store goods valued above \$2000, **Occupant's failure to carry the required, additional insurance in excess of \$2000 is a breach of this Agreement** and Occupant assumes all risk of loss or damage to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property. **Occupant consents to business communication by Owner and Insurer via phone, text, e-mail and fax.**

11. 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 omissions or negligence of the Owner, Owner's agents or employees.

12. INDEMNIFICATION OF OWNER: 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 attorney's fees arising from Occupant's lease of the space on the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space

and store it at the Occupant's sole cost and expense without liability 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 such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.

13. OWNER'S RIGHT TO ENTER: In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Occupant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.

14. OWNER'S LIEN RIGHTS PURSUANT TO SECTION 85-7-123 OF THE MISSISSIPPI CODE: THE OWNER HAS A LIEN, THAT IS A CLAIM OR SECURITY INTEREST, ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S 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 PURSUANT TO LAW. PERSONAL PROPERTY STORED IN THE OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE.

15. SECURITY AGREEMENT: This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under state law and as it may be amended.

16. OCCUPANT'S LIABILITY: In the event of a foreclosure, it is understood and agreed that the liability of 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. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner.

17. ASSIGNMENT AND SUBLETTING: Occupant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.

18. WAIVER/ENFORCEABILITY: In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

19. ATTORNEY'S FEES: In the event Owner obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any Covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

20. SUCCESSION: This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.

21. GOVERNING LAW: This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Mississippi.

22. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

23. 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. The agents and employees of Owner are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is to be considered a

part of the Agreement. This entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this space, premises, and facility, and that Occupant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.

24. RULES: Owner shall have the right to establish or change the hours of operation for the Facility and to promulgate Rules and Regulations for the safety, care and cleanliness of the Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time.

25. Notices from Owner: All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant 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.

26. Notices from Occupant: Occupant represents and warrants that the information Occupant has supplied in this Rental Agreement is true, accurate and correct and Occupant understands that Owner are relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.

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

28. OCCUPANT'S LOCK: Occupant shall provide at Occupant's own expense a lock for the space which Occupant, in Occupant's sole discretion, deems sufficient to secure the space. Space shall be immediately locked upon execution of the agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf. If lock is not placed on unit or Space is found without a lock, Owner has the right to place a new lock on the Space to secure the Unit without creating a bailment.

29. MILITARY SERVICE: In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.

30. FINANCIAL INFORMATION: Owner does not warrant or guarantee that any of Occupant's financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.

31. CLIMATE CONTROL (As Applicable): The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner or its respective agents, employees or affiliates. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property, even in a climate controlled Space. Owner recommends that Occupant periodically inspect the Space and the property, taking any and all actions necessary to protect Occupant's property.

32. PERMISSION TO CALL, FAX, E-MAIL OR TEXT: Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant with marketing and/or other business related communications.

33. STORAGE OF MOTOR VEHICLES: In the event that any motor vehicle remains stored in the Space after termination of the Rental Agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL PAGES (This is a multi-page document),

