

Smyrna Mini Storage

710 Swan Drive • Smyrna, TN 37167

Telephone 615-459-5121

Unit # _____

Access # _____

SELF-SERVICE STORAGE FACILITY RENTAL AGREEMENT

1. **PARTIES:** This is a rental agreement entered into between Smyrna Mini Storage, hereinafter referred to as "LANDLORD and _____ hereinafter referred to as LESSEE."

2. **LOCATION:** A LANDLORD leases to LESSEE storage space located on LANDLORD'S self-service storage facility at 710 Swan, Smyrna, Tennessee 37167: This storage space is designated by LANDLORD as space number _____.

3. **TERM:** LESSEE is to have access to the leased storage space for the purpose of storing movable property commencing on the date of the execution of this agreement and to continue to lease and have access to said storage space until the end of the calendar month following the calendar month in which this agreement was executed unless sooner terminated according to the provisions of this agreement. This agreement shall automatically renew for an additional one month period and continue to so renew unless either party gives the other party written notice of its intention to terminate this lease at least ten days prior to the end of the expiration of the original term or any renewal thereof.

4. **RENTAL PAYMENTS:** LESSEE agrees to pay LANDLORD as rent for the leased storage space the sum of _____ Dollars (\$ _____) for each month of the lease term. If, at the inception of the lease only, the storage space is occupied for less than one month, LESSEE agrees to pay LANDLORD as rent for the leased storage space the fractional portion of the stated monthly rental as prorated over the number of days in a calendar month in which the storage space is leased in addition to the rent for the first full calendar month. The rent for each month or any fractional portion thereof must be paid in advance, and all rent payments are due in the office of the LANDLORD on the first day of each calendar month to cover the rent due for the next following month covered by lease. LESSEE hereby tenders and LANDLORD acknowledges receipt of _____ Dollars (\$ _____), Representing rent for the first full calendar month of this lease term and any fractional portion thereof covering the period commencing on the date of this agreement and extending through the _____ day of _____, 20____. Advance payment for rent for the second month included in this lease term is due on the first day of _____, 20____.

5. **LATE RENT PENALTY AND N.S.F CHARGES:** LESSEE agrees to pay the Landlord a late rent penalty of Twenty dollars (\$20.00) for each time his rent payment is received by LANDLORD later than the fifth day of the calendar month. These penalties are cumulative and are considered additional rent due under this agreement. Payments made by LESSEE will always be applied first to the oldest charges on the LESSEE's account first. A LOCKOUT LOCK MAY BE PLACED ON THE UNIT and the Keypad will no longer grant you access. Entry on the property by any means other than the keypad will be considered criminal trespass. LESSEE agrees to pay to LANDLORD a FIFTY DOLLAR (\$50.00) charge for any checks returned unpaid because of non-sufficient fund of LESSEE. Any unit unlocked and unpaid it is considered abandoned and will be disposed of.

6. **USE OF STORAGE SPACE:** The storage space leased herein is part of a self-storage facility. This facility is not a warehouse. The storage spaces leased here to in is be used only for the purpose of storing movable property by LESSEE. Storage space shall not be used for residential purposes. No animals or insects shall be stored in the leased space. LESSEE shall not conduct any business at the leased storage space, nor store any welding, flammable, chemical, odorous, ammunition, guns, explosive, toxic or other inherently dangerous materials. LESSEE shall not store any materials which shall be in violation of any order, rule, requirement, regulation or law of any local, state or national government agency. LESSEE shall not do any act which shall create or constitute a nuisance or hazard in, or near, the leased storage space, nor post any signs. No ashes or remains animal or human may be stored. Nothing alive or was once alive may be stored. No refrigerators, freezers, heaters or other electrical devises may be plugged into the sight socket. Stolen items may not be stored in the unit. Sleeping or working in the unit or on the property is prohibited. Long term or overnight parking is prohibited. No Unattended vehicles are to be left and are subject to towing at LESSEE'S expense. LESSEE must not physically alter or damage the Unit in any way (including the use of screws or nails) Nothing may be hung overhead or from the roof. In the event of damage to the unit, Smyrna Mini Storage is entitled to claim from the LESSEE the cost of materials plus a labor rate of \$95 per hour to complete necessary repairs.

7. **CANCELLATION BY LANDLORD:** Landlord may cancel this lease any month by giving LESSEE notice of such cancellation at least ten (10) days before the due date of the rental payment of each month. Provided that LESSEE is not in default, the LANDLORD shall refund any prepaid and unapplied rental to LESSEE . Upon vacating, LESSEE agrees to leave the storage space empty, broom clean, and remove LESSEE lock and otherwise in a condition satisfactory to LANDLORD. If LESSEE fails to empty and clean storage space upon vacating, LESSEE shall pay a \$100 cleaning and haul off/ Disposal fee in addition to any other amounts due to LANDLORD under this Agreement. Rent and other fees and charges will continue to accrue until LESSEE lock AND contents are removed from the Storage Space.

8. NOTICES: ALL notices from LANDLORD shall be in writing and shall be deemed to be delivered whether actually received or not on the part of the United States mail, postage fee paid, addressed to the parties hereto at the respective addresses as provided by LESSEE on this document.

9. ACCESS AND INSPECTION: LESSEE agrees to follow LANDLORD, at LANDLORD'S sole discretion, to limit LESSEE'S access to the self-service storage facility for the purposes of promoting order and security. Limitations of access may include, but are not limited to, restricting the hours of access to the facility by posted sign or fence, requiring proof of LESSEE'S identity prior to access, or requiring LESSEE to sign in or out of the facility. LESSEE likewise agrees to allow LANDLORD to enter into OR UPON THE LEASED SPACE UPON LANDLORD'S written request for the purpose of inspecting the space for lease violations or for making repairs or alterations. In the event LESSEE unreasonably denies LANDLORD such access, LESSEE shall be deemed in default of his obligations hereunder and LANDLORD may choose his remedies for default as provided in Paragraph 14 hereunder. No person may follow any other into the storage area without using the key code to identify themselves.

10. RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the premises by LESSEE shall be at LESSEE'S sole risk. LANDLORD and LANDLORD'S agents and employees 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, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the LANDLORD, LANDLORD'S agents or employees. LESSEE shall immediately upon discovery give LANDLORD written notice of any vice, defect, or hazardous condition and the damage caused thereby. Should LESSEE fail to promptly so notify LANDLORD in writing of any such conditions, LESSEE will become responsible for any damage resulting to LANDLORD or other LESSEES. LESSEE further waives and discharges the LANDLORD from all warranties.

11. INSURANCE AND INDEMNIFICATION: LANDLORD carries no insurance to cover the loss of LESSEE'S property. LESSEE at LESSEE'S expense shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Personal insurance on LESSEE'S property is a material condition of this agreement and is for the benefit of both LESSEE and LANDLORD. Failure to carry the required insurance is a breach of this agreement and LESSEE assumes all risk of loss to stored property that would be covered by such insurance. LESSEE expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of LESSEE against LANDLORD, LANDLORD'S agents or employees for loss of or damage to stored property. Lessee farther agrees that in any event damages shall not exceed and be limited to the monthly dollar value for this rental agreement.

12. DEFAULT: Time is of the essence in the performance of all obligations of LESSEE, including payment of rent and other charges when due. If any rent or charge shall not be paid on the date due, LESSEE shall be in default. Violation of any other obligation or restriction imposed herein shall place LESSEE in default. No demand for payment or compliance with this agreement shall be required to place LESSEE in default. Partial payment of past due rent or charges shall not correct defaults.

13. LANDLORD'S LIEN AND LOCKOUT PROVISIONS: LESSEE agrees and understands that the LANDLORD, his heirs, executors, administrators, successors, and assigns shall have a lien upon all movable property stored at the self-storage facility for the debt due him for rent, and for all reasonable charges and expenses necessary for the preservation of movable property stored at the self-storage facility, and for all expenses reasonably incurred in the enforcement of this lien, including, but not limited to, the cost of removing and replacing any locks, preparing a brief and general description of the movable property upon which the lien is claimed, sending notices, and advertising, by sale of movable property or other disposition pursuant to this agreement. The lien granted herein attaches as of the date the movable property is brought to the self-service storage facility. The lien is superior to and shall take priority over any other lien or security interests, except the lien shall have no effect against a vendor's lien or a Chattel Mortgage previously issued and recorded in the manner provided by law. LESSEE further agrees that upon his default, LANDLORD shall have the right to remove LESSEE'S lock for the purpose of enforcing the lien and replacing it with the LANDLORD'S lock, at the expense of LESSEE. If such a lock-out is required, LESSEE shall pay LANDLORD TWENTY DOLLARS (\$20.00) in addition to all other charges. LESSEE agrees that LANDLORD may deny him further access to the leased space and stored property until all due rent and charges are paid.

14. LANDLORD'S REMEDIES UPON DEFAULT: This agreement is controlled by the provision of The Self-Service Facilities Act and the Bill Haslam Self Storage Laws of Tennessee. Upon default LANDLORD may accelerate all rent payments due for the full term of this agreement and demand immediate payment thereof. LANDLORD may enforce this demand judicially.

As an alternate remedy, at the sole discretion of LANDLORD, LANDLORD may upon default of LESSEE, declare the lease canceled and enforce his lien for the debt owed him pursuant as follows:

- (a) The LANDLORD shall be authorized to remove any lock on the rented self-service storage space in order to compile a brief and general description of the movable property upon which a lien is claimed and shall be entitled to place his own lock upon such space until his lien is satisfied.
- (b) The LESSEE shall be notified of the LANDLORD'S intention to enforce his lien.
- (c) The notice shall be delivered in person to LESSEE or sent by certified mail to the last known address of the LESSEE.
- (d) The notice shall include:
 - (1) A copy of this rental agreement between the LANDLORD and defaulting LESSEE.
 - (2) An itemized statement of the LANDLORD'S claim, showing the sum due at the time of the notice and the date when the sum became due.
 - (3) A brief and general description of the movable property found in the leased storage place upon which a lien is claimed. The description shall be reasonably adequate to permit the LESSEE notified to identify it, except that any container, including, but not limited to, a trunk, valise, or box that is locked, fastened, sealed, or tied in any manner which deters immediate access to its contents may be described as such without describing its contents.
 - (4) Notification that the LESSEE has been or shall be denied access to the moveable property, with the name, street address, and telephone number of the LANDLORD or his designated agent whom the LESSEE may contact to respond to this notice.
 - (5) A demand for payment within thirty days after the date of mailing or delivery of the notice.
 - (6) A statement that the contents of the LESSEE'S rented space are subject to the LANDLORD'S lien and that, unless the claim is paid within the time stated in the notice, the movable property is to be advertised for sale or other disposition and to be sold or otherwise disposed of to satisfy the LANDLORD'S lien for rent due and other charges at a specified time and place.
- (e) Actual receipt of this notice made pursuant to this agreement shall not be required. Within ten days after receipt of the notice, or within ten days after its mailing, whichever is earlier, an advertisement of the sale or other disposition of movable property subject to the lien shall; be published on at least two occasions in a newspaper of general circulation where the self-service storage facility is located. The advertisement shall include:
 - (1) A brief and general description of the movable property reasonably adequate to permit its identification as provided for in this section.
 - (2) The address of the self-service storage facility and the number, if any, of the space where the movable property is located and the name of the LESSEE.
 - (3) The time, place, and manner of the sale or other description.
- (f) The sale other disposition of movable property shall take place not sooner than ten days following publication as required within
- (g) Any sale or other disposition of movable property shall conform to the terms of the notification as provided for in this section.
- (h) Any sale or other disposition of the movable property shall be held at the self-service storage facility, or at the nearest suitable place to where the movable property is held or stored, as indicated in the notice required herein. The LANDLORD shall sell the movable property to the highest bidder. If any, the LANDLORD may buy at any sale the movable personal property to enforce the LANDLORD'S lien.
- (i) Prior to any sale or other disposition of movable property to enforce the lien granted by this section, the LESSEE may pay the amount necessary to satisfy the lien, including all reasonable expenses incurred under this section, and thereby redeem the movable property. Upon receipt of such payment in full, the LANDLORD shall have no liability to the LESSEE with respect to such movable property.
- (j) A purchaser in good faith of movable property sold by a LANDLORD to enforce the lien granted herein takes the property free of claims or rights of persons against whom the lien was valid, despite noncompliance by the LANDLORD with the requirements of this section.
- (k) In the event of a sale held pursuant to this section, the LANDLORD may satisfy his lien from the proceeds of the sale, but shall hold the balance. If any, as a credit in the name of the LESSEE whose property was sold. The LESSEE may claim the balance of the proceeds within one year of the date of sale, without any interest thereon, and the LANDLORD shall pay such balance to the Treasurer of the State of Tennessee who shall receive, hold, and dispose of the same in accordance with the provisions of the Uniform Disposition of Unclaimed Property Act. If the sale or other disposition of movable property made pursuant to this section does not satisfy the LANDLORD'S claim for rent due and other charges, the LANDLORD may proceed by ordinary proceedings to collect the balance owed.

15. 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(s) were not written into this Agreement. No Waiver by the Landlord of any provision here shall be deemed a waiver of any of the provision hereof or any subsequent default breach by the Tenant. No waiver by LANDLORD of any breach of this agreement or default by LESSEE shall constitute a waiver of LANDLORD'S right to subsequently enforce all provisions of this agreement.

16. ATTORNEY'S FEES: In the event the assistance of an attorney at law is required by LANDLORD in any action to enforce any provision of this agreement, LESSEE agrees to pay to LANDLORD the reasonable fees of such attorney at law.

17. SUBLEASING OR ASSIGNMENT: LESSEE may not substitute any of the storage space leased herein nor assign his rights under the lease without the advance written approval by LANDLORD.

18. CHANGE OF TERMS: All terms of this agreement, monthly rental, charges and conditions of use are subject to change upon fifteen (15) days prior written notice to LESSEE. If changed, the LESSEE may terminate this agreement on the effective date of the change by giving the LANDLORD at least ten (10) days advance written notice of such termination. If LESSEE does not give such notice, the new term and conditions shall become effective and apply under this agreement.

19. Miscellaneous: Lessee may not alter or remodel the unit. Tenant is responsible for their own lock, and to remove that lock when vacating the space. Keep your unit locked at all times, one lock per unit. Units left unlocked will be locked at the lessee's expense. Lessee will be charged rent as long as the unit remains locked. No smoking is allowed on the property. Occupant agrees not to store collectibles, heirlooms, jewelry, work of art, or any other property having a special or sentimental value to occupant. Occupant waives any claims for emotional attachment to the stored property. Trash will be disposed of by the tenant. Nothing is to be left outside the unit. LESSEE, LESSEE'S agents, employees and invitees and/or guests, shall maintain the Storage Space in good condition and LESSEE shall not perform any practices which may injure the Storage Space facility or the premises or be a nuisance or a menace to other tenants and shall keep the Premises surrounding the Storage Space, including the adjoining corridors and/or driveways clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by LESSEE'S expense. LANDLORD is not responsible for removal of any nature of any items left outside will be disposed of by management at the tenant's expense. LESSEE shall be responsible for the \$100 disposal incurred by LANDLORD in disposing of such property.

20. LESSEE NOTICES: All Notices required or permitted under this agreement shall be made to LANDLORD at the address appearing in Paragraph 2 of this agreement, and to LESSEE as follows:

LESSEE'S NAME

LESSEE'S Legal ADDRESS

Phone Number: _____

21. ENTIRE AGREEMENT: This agreement constitutes the sole and only agreement of the parties hereto. No verbal representations are binding unless included within the written provisions of this agreement. No alterations or amendments shall be enforced unless written and signed by all parties. This agreement shall be interpreted and construed under the laws of Tennessee.

AFTER HAVING READ AND UNDERSTOOD THIS AGREEMENT, WE SIGN OUR NAMES BELOW ON THIS _____ DAY OF _____, 20_____.

NOTE: All correspondence, notices & payments
Are to be sent to the following address:

LESSEE

**Smyrna Mini Storage
710 Swan Dr
Smyrna, TN 37167**

SMYRNA MINI STORAGE REPRESENTATIVE'S SIGNATURE

Rental Application

Unit No _____

This information is required by all applications. Please fill out completely and accurately to help maintain everyone’s security.

Customer information: **Must have current address and phone number on file at all times.**

Name: _____

Address: _____ APT. NO: _____

(Change of address must be in writing)

City/State/ Zip: _____

Email (required): _____

Residential Telephone (_____) _____ Cell Number (_____) _____

Driver’s License NO: _____ State: _____

Person who can be contacted if Applicant cannot be reached / Party of Notification:

Name: _____

(May be a relative, friend, or neighbor, etc, but must live at a different residence than Applicant)

Address: _____

City/State/Zip: _____ Telephone: (_____) _____

Type of goods stored: _____

(Household, Business Equipment, Retail, Distributor, Vehicle, Other)

How did you hear about us? _____

(Yellow Pages, Personal recommendation, Drive-by, Telephone Contact, Other)

PAY ON TIME TO AVOID LATE FEES AND ADDITIONAL CHARGES

Returned check Fee (NSF) - \$50.00 - 5 Days Late – Late Fee - \$20.00

I certify all the above information to be current and accurate to the best of my knowledge, and agree that all the information is subject to verification. I understand that any changes in the above information must be in writing. I have read, understand and agree to all Rules, Policies and Fees.

Signed: _____ Date: _____

Customer

