

SKYLAND EAST SELF STORAGE

www.taylorpropertiesllc.com

5461 SKYLAND BLVD. E. COTTONDALE, AL 35453

(205) 722-0501 office@taylorpropertiesllc.com

MONTHLY SELF STORAGE RENTAL AGREEMENT

INFORMATION REGARDING TENANT:

How did you hear about us? _____

Full Legal Name: _____ DOB: _____

Patron's Street or P.O. Box Address: _____

City: _____ State: _____ Zip: _____

Home Phone No.: _____ DL ST & No.: _____

Employer _____ Work Phone No.: _____

Email Address: _____

I AGREE THAT BAMA RV STATION MAY USE THIS EMAIL ADDRESS & THE ALTERNATE EMAIL ADDRESS FOR ANY & ALL CORRESPONDENCE INCLUDING EMERGENCY NOTIFICATION. Initial _____

Cell No.: _____

I AGREE THAT BAMA RV STATION MAY USE THIS CELL NUMBER & THE ALTERNATE CELL NUMBER FOR ANY & ALL CORRESPONDENCE INCLUDING TEXTING CAPABILITY & EMERGENCY NOTIFICATION. Initial _____

ALTERNATE CONTACT:

Contact Person: _____ Contact Phone No.: _____

Contact Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

**Please Remit Payments to:
Taylor Properties, LLC
5461 Skyland Blvd East
Cottondale, AL 35453**

If paying by Credit Card (Visa or Master Card Accepted)

Name on Card: _____ Credit Card No.: _____

Billing Address for Card (if different from Patron Address): _____

City: _____ State: _____ Zip: _____ Exp. Date: _____

Unit # _____ Gate/Door Access # _____

This Agreement for rental of storage space on a month-to-month basis is entered into this _____ day of _____ 2015 between **TAYLOR PROPERTIES, LLC DBA Skyland East Self Storage**, herein called "Owner", located at **5461 SKYLAND BLVD. EAST COTTONDALE, AL 35453** (the "Premises"), and _____ herein called "Tenant." All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties identified above. **NOTICE: ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30-DAY PERIOD.**

1. STORAGE SPACE: Tenant rents from Owner _____ hereinafter the "Storage Space" for a monthly fee of \$ _____ per month. Tenant may not assign or sub rent the Storage Space without the written permission of the Owner.

2. RENT: Owner acknowledges receipt this date of \$ _____, which pays rent through _____. Thereafter, this Agreement shall continue on a month to month basis and will automatically renew for successive one month periods unless terminated as set forth below. Evidence of Tenant's continued occupancy will include the presence of Tenant's property in the Storage Space or the Storage Space remaining locked with Tenant's lock. Only one lock is allowed by Tenant for each unit hasp. Monthly rent shall be due and payable on the 1st day of each successive month this Agreement remains in effect. Rent is payable in advance. Failure to pay in advance will result in temporary loss of ability to access unit. The first month's rent may be prorated to achieve a desirable due date for rent payments, though proration of rent shall not apply at the termination of this agreement. There is a one-time administrative fee of **\$15.00** due upon rental. Rent paid more than **5** days late is subject to a **\$15.00** late fee; an additional late charge of **\$15.00** is due for each rent payment made more than **15** days after the due date, and there is a **\$30.00** fee for each returned check (should we receive a returned check, thereafter all future payments must be made by cash, money order or credit card.) **The Tenant's account is considered unpaid until payment is received by Owner and entered into Owner's accounting system.** Checks received for late payments will be held for ten business days before access to unit is allowed. If Tenant's lock must be cut for any reason, Tenant will be charged a lock cutting fee of **\$30.00**. These charges shall be in addition to any other amounts due under the terms of this Agreement. Rent is payable to Owner at the above address without demand. We do not send out invoices. If Owner exercises its right to lock the Storage Space for failure to pay rent, it is agreed that monthly rent continues to accrue for each month or portion thereof that Tenant's personal property remains in the Storage Space and until default is cured. Partial payments made to cure a default will not delay or stop the sale of Tenant's property as further referenced herein. Nor do partial payments waive or avoid the legal effect of notices, including prior notices, given to Tenant. Owner reserves the right to refuse payment by check and to require cash payment of past due rents and other charges. All payments made by check or money order must contain the number of the Storage Space for which payment is intended. Owner is not responsible for any damages incurred as a result of Tenant's failure to include the Storage Space number on payments or other correspondence. There will be no partial month refunds on pre-paid rent.

3. TERMINATION: This Agreement will continue from month to month unless Owner or Tenant gives the other **10** days advanced written notice of the intention to terminate this Agreement. Upon termination of the rental term and any continuation thereof, Tenant shall promptly remove all stored property and deliver possession of the Storage Space to Owner unless same is subject to Owner's lien rights 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 Tenant for rent for the full term of each rental month in which any of Tenant's personal property remains in the Storage Space and/or the Storage Space is locked with Tenant's lock. Tenant 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 Tenant will be liable for paying all costs incurred by Owner in disposing of such property.

4. TENANT'S ACCESS: Tenant's access to the Premises and the 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 of Owner, such measures may include, but are not limited to, requiring verification of Tenant's identity, limiting hours of operation, and inspecting vehicles that enter the Premises. Door hours are from 6:00 (A.M.) to 10:00 (P.M.), seven days a week. The Door will not open after 10:00 (P.M.), so please be out on time. Office hours are from 8:00 (A.M.) to 5:00 (P.M.), Monday through Thursday and until 4:00 (P.M.) Friday. Management is on the property after hours for security reasons only.

5. USE AND COMPLIANCE WITH LAW: Tenant agrees not to use the Storage Space for any unlawful purpose and that no property will be stored in the Storage Spaces unless Tenant has full legal right to have such property in Tenant's possession. Storage of flammable, explosive, toxic, noxious, odorous, or other dangerous materials is strictly prohibited. Tenant is obligated in advance to drain all gasoline or other flammable material from any property, including vehicles or machinery to be stored. Tenant shall not store any property in violation of any ordinance, order or requirement imposed by the Board of Health, Sanitary, Police or Fire Department or other governmental agency, nor do or cause to be done any act that may create a nuisance. Tenant acknowledges that the 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 of time whatsoever. Use by Tenant of any dumpsters on the Premises is limited to small paper and empty boxes flattened by Tenant. No electrical connections, alteration or modification of any kind are permitted to be made to any lighting or wiring within the Storage Space or on the Premises. Additionally, Tenant 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, floor or overhead space (10) Any use of roof bar joists or structural members or supports for the purposes of lifting or storing any object (11) Storage of any food or liquid or anything likely to attract pests, such as grass seed, etc. (12) An address to be 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 Tenant hereby agrees to hold Owner, Owner's representatives and other Tenant's harmless and to indemnify, save and defend such entities for any loss resulting from the violation of such provisions. By storing items in this leased space, Tenant acknowledges that there are and will be no liens of any kind, by any person, corporation, or entity, on those stored items unless Tenant defaults on this agreement, thereby allowing Owner to create and have a lien on the stored items. Tenant acknowledges and agrees that the Storage Space is not suitable for the storage of heirlooms, precious, invaluable, or other property alleged or considered irreplaceable (e.g., jewels, furs, books, records, writings, works of art, objects for which no immediate resale market exists) and property alleged or considered to have special emotional or

sentimental value. Tenant agrees not to store such items in the Storage Space. Tenant further agrees that in no event will the total combined value of all property stored in the Storage Space be deemed to exceed \$3,000.00. Nothing stated herein shall be deemed to 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 Owner and released below. However, should any court of competent jurisdiction deem Owner liable for any loss or improper disposition of property, the total value of such property shall not be deemed to exceed this agreed limit.

6. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OF TENANT: It is specifically understood and agreed 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 Tenant's property shall remain vested in Tenant and all property stored within the Storage Space by Tenant or stored on the Premises shall be at Tenant's sole risk. Owner and Owner's representatives shall not be liable to Tenant 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, Acts of God, explosion, or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Owner and Owner's representatives shall not be liable to Tenant or Tenant's representatives, invitees, or family members for any personal injury or death to any of them arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, mysterious disappearance, rodents, Acts of God, explosion or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Neither Owner nor Owner's representatives are liable for any loss or damage resulting from failure, interruption or malfunction of utilities. **Owner is required to carry no insurance which in any way covers any loss whatsoever that Tenant may have or claim in relation to the Storage Space or the Premises.** Tenant, at Tenant's expense, shall either (i) maintain a policy or policies of insurance to cover any loss that Tenant and/or Tenant's insurance agent deem prudent, including, but not limited to, loss due to fire, water, moisture, mold, mildew, wind, flood, burglary, theft, vandalism, malicious mischief, Act of God, explosion, or any other act; or (ii) elect to self-insure Tenant's property. Either way, **Insurance of contents is the sole responsibility of Tenant, whether by self-insurance or otherwise.** Tenant agrees to have its insurer waive all subrogation rights against Owner. Tenant must take whatever steps are necessary to safeguard Tenant's property. Tenant shall provide, at Tenant's own expense, a lock that Tenant deems sufficient to secure the Storage Space and must keep the Storage Space locked at all time. In the event Tenant fails to keep a lock on the Storage Space or Tenant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place Owner's lock on the Storage Space; provided, however, that such action will not alter the limitations on liability set forth in this Agreement and shall not be deemed a conversion of Tenant's property.

7. RELEASE OF LIABILITY AND INDEMNITY: Tenant hereby releases Owner and Owner's representatives from liability for any damage to or loss of Tenant's personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, wind, water, flood, mysterious disappearance, rodents, Acts of God, explosion or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Tenant also hereby releases Owner and Owner's representatives from any liability for any injury or death to Tenant or Tenant's representatives, invitees, or family members as a result of any use of or presence on or at the Storage Space or Premises by any of them, even if such injury or death is caused by the active or passive acts, omissions or negligence of Owner or Owner's representatives. Tenants are responsible for any children they bring onto the Premises. Tenant hereby expressly further agrees to indemnify and hold harmless and defend Owner and Owner's representatives from and against any and all claims (including claims for property damage, personal injury or death), demands, actions or causes of action (including attorney's fees and costs) that are herewith brought by anyone arising out of or in connection with the use of or presence on or at the Storage Space or Premises by Tenant or Tenant'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.

8. CONDITION OF STORAGE SPACE, ALTERATION SIGNS AND WASTE: Tenant assumes responsibility for examining the Storage Space and hereby accepts the same in it's AS IS condition and agrees to pay Owner for any repairs to the Storage Space necessitated by Tenant's use of same. Tenant shall not make or allow to be made any alterations to the Storage Space or the Premises, even if Tenant does not consider them to be improvements, nor post any signs thereon without express written consent of the Owner, nor shall Tenant permit any waste of the Storage Space or Premises. Tenant agrees to pay Owner for repair of any damage by Tenant to the Storage Space and to any gates or buildings on the Premises, including the exterior and gutters of any such buildings. If Tenant causes any such damage, Tenant may be denied access to the Storage Space until Tenant pays Owner for repair of all damage.

9. OWNER'S RIGHT TO ENTER, INSPECT, AND REPAIR STORAGE SPACE/PREMISES: Tenant agrees that Owner or its representatives have the right to enter the Storage Space for the purpose of inspection without prior notice to Tenant whenever Owner believes that any hazardous condition or nuisance has been created 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 for their removal and disposal at Tenant's expense.

10. RULES AND REGULATIONS: Owner shall have the right to establish or change hours of operation or to promulgate and amend rules and regulations for the safety, care and cleanliness of the premises or for the good of the facility. Tenant agrees to abide by all such existing and future rules.

11. OWNER'S REMEDIES AND LIEN UPON DEFAULT: (a) Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein due. If any rent or charge shall be due and not paid, or if Tenant shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, Tenant shall be conclusively deemed in default. **Upon any default by Tenant, Owner shall have the right, without notice to Tenant, to deny Tenant access to the Storage Space and/or Premises if such default is not cured immediately.** The right to deny access to Tenant shall be in addition to all other liens and/or remedies provided by law to secure and collect rent, labor or other charges, present or future, as a result of Tenant's storage of personal property or other use of the Storage Space, including expenses necessary for preservation or reasonably incurred in the sale of or other disposition of property. (b) Notwithstanding any re-entry, locking of unit, or taking of possession by Owner as provided under this Agreement, Tenant's liability for rent and charges provided for herein shall not be extinguished prior to termination of this Agreement and Tenant shall be personally liable for, and the personal property located in the Storage Space shall be subject to a lien for all rents and charges to the date of termination of this Agreement, damages for the breach of the Agreement, court costs, attorney's fees, expenses incurred for the removal and/or disposition, disposal or destruction of personal property and any costs of repair. In the event of a sale of goods as provided herein, it is agreed that the date of such sale shall constitute the date of termination of this Agreement.

12. OWNER'S LIEN RIGHTS: (a) Owner has a statutory lien upon all personal property located in the Storage 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 the "Self Service Storage Act," Alabama Code (1975) as amended. Pursuant to said act, ALL ARTICLES STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30-DAY PERIOD. Owner shall notify Tenant that it has taken possession of the Tenant's stored

property and that the property is subject to sale if the rent and/or other charges are not paid within 30 days of continuous default. In the event that sale or disposal of Tenant's property becomes necessary, Owner is authorized, in addition to other legal rights, including those referenced in the preceding section, to remove Tenant'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 hereinafter provided. Additionally, Tenant hereby contractually grants Owner a lien in all goods stored in the Storage Space. (b) After 30 days of default, in full or part, Owner may sell or otherwise dispose Tenant's stored property singly, in lots, or as a whole. After 30 days of default, in full or part, Tenant will be liable to Owner to pay reasonable fees for the sale and disposition of the property. These fees may be charged even if the sale is not physically conducted due to Tenant reclaiming the property. Owner shall be allowed to bid on the property at the sale. Proceeds of the sale will be applied to the rent, fees and charges owed by Tenant to Owner. If proceeds are insufficient to pay such rent, fees and charges, Owner may seek to enforce its right to recover the balance from Tenant. In the event proceeds of the sale exceed the full amount of all rent, fees and charges owed by Tenant to Owner, Tenant will be notified at Tenant's last known address and Owner will hold such excess funds for the benefit of other lien holders or the Tenant for such period of time required under the "Self Service Storage Act," Alabama Code (1975). Prior to the sale, Tenant may reclaim the property subject to the lien by paying, in cash or certified funds, the FULL AMOUNT of all rent, fees and charges owed to Owner and on the further condition that the Tenant forthwith remove all such reclaimed property from the Storage Space and peaceably surrender possession of the Storage Space to Owner.

13. ABANDONMENT OF TENANT'S PROPERTY: Any property remaining in the Storage Space or on the Premises after Tenant's default under the terms of this Agreement shall be deemed, in Owner's sole discretion, to have been abandoned, and may either be retained by Owner as its own property or sold as provided by law. If such property or any part thereof is sold, Owner may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of re-entry and sale, cost of moving and storage, any arrears of rent or charges and any damages which the Owner may be entitled hereunder or pursuant to law in the order Owner so chooses.

14. WAIVER: No waiver by Owner, its agents, representatives or employees, of any breach in performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or fault.

15. WAIVER OF EXEMPTION: As to enforcement of this Agreement, Tenant waives all right of exemptions, now or hereafter provided for under the Constitution and Laws of the State of Alabama or any other State.

16. NOTICES: All notices required under this Agreement will be sent to Tenant at the address given by tenant, via email unless otherwise agreed, and shall be deemed delivered when sent by Owner. Tenant agrees to furnish owner with written notice of any change of email address, mailing address, or phone number and Tenant agrees that unless Owner is notified of such change in writing, Tenant may be contacted or notified at the address and/or telephone numbers provided above in case of emergency, for collection, delinquency or default under any terms or conditions of this agreement.

17. SEVERABILITY CLAUSE: If any part of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in force and effect. This Agreement shall be construed under and in accordance with the laws of the State of Alabama.

18. EXPENSES OF ENFORCING AGREEMENT: Tenant agrees to pay all cost, including reasonable attorney's fees, incurred by the Owner in collecting delinquent rent, fees or charges or enforcing any of the provisions of this Agreement.

19. WAIVER OF TRIAL BY JURY: Tenant 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.

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 TENANT.

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

TENANT'S SIGNATURE: _____ **DATE:** _____

SIGNATURE OF OWNER'S REPRESENTATIVE: _____ **DATE:** _____