

HIGHWAY 126 SELF STORAGE, LLC

1568 HIGHWAY 126
BRISTOL, TN 37620
www.hwy126selfstorage.com
(423) 764-0191

Customer Name: _____

Driver's License No.: _____

Address: _____

Phone Number: _____ Cell Number: _____

Email: _____

By electing to provide an email address you are agreeing that notice by Owner may be given by email

EMERGENCY CONTACT:

Name: _____

Phone: _____

DESCRIPTION OF CONTENTS: (check all that apply)

____ Household Goods ____ Furniture ____ Boxes ____ Trunks

____ Suitcases ____ Toys ____ Sporting goods ____ Tools

____ Motor Vehicle VIN# _____

____ Recreational Vehicle/ motorcycle/ ATV

Make: _____ Model: _____

____ Trailer VIN# _____

LIENHOLDERS: Occupant represents that he/she/they own(s) or have legal possession of the personal property within the space. Occupant attests that all personal property within the space is free and clear of all liens and security interests EXCEPT for the items listed below:

Property Description: _____

Lien Holder/ Secured: _____

Address of Creditor: _____

Amount of Lien/ Security Interest: _____

CONTRACT DETAILS:

Date: _____

Unit No. _____ Gate Access Code _____

Monthly Rental Fee: \$ _____

FEES

Late Fee: \$20.00

DEPOSIT

Key Deposit Fee: \$10.00

**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 AND OWING.**

LEASE AGREEMENT

This Lease Agreement, (hereinafter called "Agreement") made and entered into this date as set forth above, by and between Highway 126 Self Storage, LLC, hereinafter referred to as "Owner", and Occupant identified above, hereinafter referred to as "Occupant". For and in consideration of the conditions set forth within Owner agrees to lease to Occupant and Occupant agrees to lease from Owner the above listed space in Highway 126 Self Storage, 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 the rental date listed above and continuing month to month until terminated.

1. **OFFICE HOURS:** Office hours are Monday through Friday, 8:00 am through 5:00 PM. In case of an after-hour emergency you will need to call (423) 764-0191.
2. **RENT.** The monthly rent, listed above, is due on the first day of each month by credit card, cash, check or ACH debit. We will not send you a monthly bill. If any monthly installment is not paid by the tenth (10th) day of the month Occupant shall be deemed to be in default. A partial payment will not stop late fees or official/legal procedures.
3. **ACCESS:** Gate access is available 24 hours a day seven days a week. Occupant agrees to always put in your gate access code when entering the facility, do not follow someone through the gate, as the gate may not open to let you out.
4. **DENIAL OF ACCESS:** If rent is not paid by the second day of the month Occupant will be denied access to the facility. Please note that if you lease more than one storage unit and Occupant defaults on one unit this shall constitute a default on all rented spaces, entitling Owner to deny access to Occupant to all rented spaces.
5. **DEFAULT:** In the event Occupant shall fail to timely perform any obligation or duty set forth in this Agreement, Owner shall have the right to consider the Occupant in default and shall enforce its lien as set forth below:
 - a. In the event rent is not received within 10 days after the due date, a late charge in the amount of \$20.00 will be added to the total amount due and access will be denied until such balance is paid in full
 - b. After Occupant has been in default continuously for a period of fifteen (15) days, Owner shall enforce its lien in the following manner:
 - i. Occupant shall be given written notice and shall be given thirty days after the date of such notice to come current with total amount due.
 - ii. If after the expiration of the time stated in the notice, Occupant has not cured the default, the unit will be listed for auction no sooner than sixty (60) days from initial default, Owner may dispose of said property in accordance with T.C.A §66-31-105 and apply the proceeds of said sale to the satisfaction of Owner's lien.
6. **KEY/LOCK DEPOSIT:** You will be required to place a ten (\$10.00) dollar deposit for a lock and two keys which Owner will supply. Upon move out, with rent paid in full and unit cleaned, Occupant will return the keys and lock for a refund of their ten (\$10.00) dollar deposit.
7. **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 and household goods 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 or adjoining spaces. 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, and will keep space in good condition during the term of the Agreement. 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 becomes contaminated in any manner for which Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from all claims, damages, fees, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorney 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 the space, and further agrees that the space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting or other contracting. Use of any utilities on the Premises is strictly prohibited except by express written agreement and arrangement with the Owner and for an additional utility charge set by Owner. Unless written permission is given 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 Occupant's and third parties harmless and indemnify and defend such persons from any loss resulting from the violation of this provision.

8. **CONDITION AND ALTERATION OF PREMISES:** Occupant assumes responsibility for having examined the premises and hereby accepts the space **AS IS/WHERE IS**. Occupant agrees the space is in good condition and agrees to pay Owner promptly for any damage 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 in to this 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 the Owner. Should Occupant damage or depreciate the space or make alterations or improvements without the consent of the Owner or require the Owner to incur costs to clean the space upon termination, then all costs necessary to return 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. Upon move out the space must be emptied, cleaned and in good condition.
9. **ABANDONMENT:** this Agreement shall automatically terminate if Occupant abandons the space. Occupant will be presumed to have abandoned the space if Occupant has removed the locking device from the space and IS NOT current in all obligations. Rent paid for a month in which Occupant moves out early shall not be refunded. **THERE ARE NO RENT REFUNDS.**
10. **TERMINATION:** This agreement shall continue from month to month unless Occupant or Owner delivers to the other party a ten-day written notice of its intent to terminate the agreement.

Upon termination of this agreement, Occupant shall remove all personal property from the space and shall deliver the space to Owner unless such property is subject to Owner's lien rights as referenced in this agreement. If Owner 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 given for partial month occupancies. If your unit is not vacant and the keys are not returned to our office by the first day of the month a full month's rent is due.

11. **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 OCCUPANT'S STORED PROPERTY. All property stored within a space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he/she/they deem(s) necessary to safeguard what is at the facility or in the space. Occupant shall assume full responsibility for who has the keys and access to the space. Lessor and its employees and agents shall not be liable for any loss 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 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 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 has 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 malfunction.
12. **PERSONAL INJURY:** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant of Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the 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.
13. **IDEMNIFICATION OF OWNER:** Occupant will indemnify and hold Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney fees, arising from Occupant's lease of the space 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 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 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 Owner 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 persons in such an occurrence.

14. **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 representation shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.

15. **OWNER'S LIEN RIGHTS:**

(a) PURSUANT TO THE SELF STORAGE FACILITY ACT IN TENNESSEE CODE ANNOTATED TITLE 66, CHAPTER 31, THE OWNER OF A SELF-SERVICE STORAGE FACILITY AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS SHALL HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT A SELF-SERVICE STORAGE FACILITY 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 THIS ARTICLE. THE LIEN ATTACHES WHEN THE PERSONAL PROPERTY IS BROUGHT TO THE SELF-STORAGE FACILITY AND CONTINUES SO LONG AS THE OWNER RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED, OR A SALE IS CONDUCTED, OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN. THE LIEN PROVIDED FOR IN THIS SECTION IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST, EXCEPT AS OTHERWISE PROVIDED BY LAW. OWNER'S LIEN MAY BE ENFORCED BY SENDING WRITTEN NOTICE TO THE OCCUPANT, VIA HAND DELIVERY, BY VERIFIED MAIL OR BY ELECTRONIC MAIL TO THE OCCUPANTS LAST KNOWN ADDRESS, OF THE OWNER'S CLAIM SHOWING THE SUM DUE AT THE TIME OF NOTICE AND THE DATE WHEN THE SUM BECAME DUE. OCCUPANT SHALL HAVE THIRTY DAYS FROM THE DATE OF THE NOTICE TO PAY THE BALANCE DUE OR THE PROPERTY SHALL BE ADVERTISED FOR PUBLIC SALE. BEFORE ANY SALE OR OTHER DISPOSITION OF PERSONAL PROPERTY PURSUANT TO THIS SECTION, THE OCCUPANT MAY PAY THE AMOUNT NECESSARY TO SATISFY THE OWNER'S LIEN AND THE REASONABLE EXPENSES INCURRED UNDER THE STATUTE AND THEREBY REDEEM THE PERSONAL PROPERTY, THE REASONABLE EXPENSES INCURRED UNDER THE STATUTE, AND THEREBY REDEEM THE PERSONAL PROPERTY.

(b) IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A VEHICLE AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED SIXTY (60) DAYS AFTER THE MATURITY OF THE OBLIGATION TO PAY RENT. THE FACILITY OWNER MAY HAVE THE VEHICLE TOWED OR MAY SELL THE VEHICLE VIA PUBLIC AUCTION. OWNER SHALL NOT BE LIABLE FOR THE VEHICLE OR ANY DAMAGES TO THE VEHICLE ONCE THE OWNER TAKES POSSESSION OF THE PROPERTY.

(c) THE OWNER'S LIABILITY ARISING FROM THE LIEN SALE IS LIMITED TO THE NET PROCEEDS RECEIVED FROM THE SALE OF THE PERSONAL PROPERTY.

(d) THE OWNER IS NOT LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED IN A DOCUMENT OR ELECTRONIC STORAGE MEDIA THAT ARE PART OF THE OCCUPANT'S PROPERTY SOLD OR OTHERWISE DISPOSED; AND OF WHICH THE OWNER DID NOT HAVE ACTUAL KNOWLEDGE.

16. **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 thereunder. 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 the 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.
17. **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.
18. **ASSIGNMENT AND SUBLETTING:** Occupant shall not assign this Agreement or sublet the whole or any portion of the space rented hereunder.
19. **CONTACT INFORMATION.** Occupant has a duty to advise Owner, in writing, of any changes in the mailing address or telephone number within ten (10) days of said change.
20. **NO WAIVER.** Neither Owner nor Occupant shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is in writing.
21. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
22. **SUCCESSORS AND ASSIGNS.** This Agreement will inure to the benefit and be binding upon Owner and Occupant and their respective heirs, assignees, executors, administrators, legal representatives and successors.
23. **AMENDMENTS.** All terms of this Agreement, including but not limited to, monthly rental rate are subject to change upon thirty (30) days written notice to Occupant. If changed, Occupant may terminate this Agreement by giving a ten (10) day written notice of termination. If no notice is given the change shall become effective.
24. **ATTORNEY FEES.** In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for 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 Owner reasonable costs, expenses, and attorney fees incurred in such actions.
25. **GOVERNING LAW.** The terms of this Agreement shall be governed exclusively by the laws of the State of Tennessee. Any dispute arising from this Agreement shall be resolved through Tennessee law.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Owner and Occupant and supersedes all prior understandings including any prior representations, statements, conditions, or warranties.
27. **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 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.
28. **NOTICES.** All Notices shall be sent by first class mail postage prepaid to the parties last known address or by electronic mail if provided for by Occupant. Notices shall be deemed given when deposited with the U.S. Postal Service. All statutory notices shall be sent as required by law.
29. **MILITARY SERVICE.** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT, it is the Occupant's obligation to notify the Owner in writing that Occupant and any family member storing goods at the facility are active military service, in order to determine Occupant's qualifications under this act. If Occupant or a family members military status changes, Occupant is required to notify Owner immediately in writing.
30. **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 the 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 fluctuating 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 growth of mold and/or mildew on Occupant's stored property, even in a climate controlled space. Owner recommends Occupant periodically inspect the Space.
31. **INSURANCE. THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. WE RECOMMEND YOU CONTACT YOUR INSURANCE AGENCY.**
- Initial: _____

NOTICE

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL PAGES AND FULLY UNDERSTAND THE CONTENTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT THEY HAVE READ, UNDERSTOOD, AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

IN WITNESS WHEREOF the undersigned have executed this agreement as of the date and year above written.

OCCUPANT:

HIGHWAY 126 SELF STORAGE, LLC:

By: _____

Title: _____