

## AGREEMENT FOR RENTAL OF STORAGE SPACE

### Adventure Boat & RV Storage

Clarksville, TN

Memphis, TN

**Office Hours:** 8 am – 5 pm Monday – Saturday, Sunday by Appointment.

**Storage Access Hours:** 24 Hours per day, 7 days a week, including all holidays.

***\*\*Effective 5-14-19 All new clients are required a (3) month minimum lease period\*\****

#### RENTAL OF SPACE:

Adventure Boat & RV Storage (hereinafter referred to as "Owner") hereby leases to Tenant and Tenant hereby leases from Owner the Storage Space(s) set forth above (hereinafter referred to as "Storage Space") at the rate of rental set forth above, and subject to all terms and conditions of the rental Agreement as contained herein. Owner is not in the warehouse business, nor in the business of storing personal property for a fee. Under no circumstances shall Owner be deemed to be a bailee or other type of custodian of Tenant's personal property. Owner's employees are unauthorized to provide any services on behalf of Owner. Should Owner's employees provide services to Tenant at Tenant's request, Owner's employees shall be deemed to be acting as agents of Tenant.

#### PERIOD OF OCCUPANCY:

The period of Occupancy created by this Rental Agreement shall begin as of the date of this Rental Agreement and shall continue for a **3-month minimum period** and then **month to month** thereafter. Rent is not pro-rated for early move out. Tenant may terminate the Period of Occupancy created hereunder after the 90-day minimum lease period has been met by completing the "**Notice to Vacate Unit**" form at least **fifteen (15) days** prior to the last day of the month in which the Period of Occupancy shall terminate.

Any property left in the Storage Space after the last day of the month in which the Period of Occupancy terminates shall be deemed abandoned by Tenant. After said date, Owner may retake possession of the Storage Space and dispose of the contents therein without notice or liability to the Tenant. Owner may terminate this Rental Agreement for any reason deemed necessary by the owner, as well as for late payment, or violation of the terms within this agreement.

### RENT:

Tenant shall pay to owner on the first day of the Period of Occupancy, and on the first day of every month thereafter until the Period of Occupancy is terminated, without notice or demand, the amount of rental set forth above (herein after known as "Rent") due for that month. All rental payments shall be scheduled as **credit card auto transactions via the Adventure Storage reservation website**, as established by our Certified Public Accountant. The only approved form of payment is by credit card and will be processed monthly by our CPA until a **"Notice to Vacate Unit"** notice is given via the Adventure Boat & RV Storage website. **All clients must submit the "Notice to Vacate Unit" notice at least fifteen (15) days prior to the last day of the month in which the Period of Occupancy shall terminate and be completely out of the unit by the last day of the previous billed month.** If rent is received after 4:30 on the 14th day of the month, the unit will be over-locked and an additional Late Fee of \$30.00 will be applied. Once rent and fees have been received, the unit will be unlocked on the next business day by 4:30 p.m. Adventure Boat & RV Storage reserves the right to refuse a personal check after the 17th or delay unlocking until the check has cleared. Owner may increase the Rent by notifying Tenant in writing of the increase at least thirty (30) days prior to the first day of the month for which increased Rent is due. Tenant shall pay the increased Rent from the date it becomes effective. If tenant is unwilling to pay the increased rent it may terminate this Rental Agreement as provided in the Paragraph entitled PERIOD OF OCCUPANCY.

**NOTICE: All personal property stored in the storage space(s) will be sold or otherwise disposed of if no rental payment has been received for a continuous 30-day period. Property left in the unit will either be disposed of or sold for the outstanding amount of rent due.**

### LIEN:

The property stored, or to be stored is NOT insured by the operator against loss or damage. The operator shall have lien against the property stored in the unit. The property stored in the leased space may be sold in accordance with Tennessee state law, to satisfy the lien if you, the Occupant, are in default.

### RISK OF LOSS OR DAMAGE:

Owner shall have no liability for damage to or loss of property placed in Tenant's Storage Space caused by heat, cold, theft, vandalism, fire, water, tornado, earthquakes, winds, dust, rain, explosion, rodents, insects, acts of God or any other causes whatsoever. Owner carries no insurance covering damage to or loss of Tenant's property. **Tenant shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief to the extent of 100% of the replacement value of Tenant's property.** To the extent Tenant does not maintain such insurance, Tenant agrees to "self-insure" Tenant's property to the same extent as such a policy would have provided. Owner shall not be deemed to either expressly or impliedly provide any security protection to the Tenant's property stored in the Storage Space. Any security devices which Owner may maintain are for Owner's convenience only. Owner may discontinue its use of any security device in whole or in part at any time without notice to Tenant. Owner shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of Owner or any other person on the premises.

Tenant hereby agrees to indemnify and to hold harmless Owner from any and all claims, including claims for which Owner is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Tenant's use of the Storage Space, including overhead stall doors, motorized access gates, all land and property as well as facilities and any other accessories on premises including but not limited to any water, sewer, electrical or air related either ambient or compressed.

#### **USE OF STORAGE SPACE:**

The Storage Space shall not be used for any unlawful purpose and shall be kept in good condition by Tenant. Tenant shall not use the Storage Space to store any Food, flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or any other inherently dangerous materials.

**Tenant shall not use the storage space for residential purposes. Tenant shall not use the storage space for active storage, i.e., manufacture, fabrication, maintenance or refurbishment.**

Tenant warrants that all items placed by Tenant in the storage space shall be Tenant's own property or property which tenant is legally entitled to possess. Tenant must keep Tenant's storage space locked and provide his own lock and key. Tenant may place only one lock on the storage space and hereby authorize owner to remove any additional locks on the storage space. **Tenant shall not place any property or material outside the Storage Space. No painting of any kind allowed on the Adventure Storage property.**

Any property or material found outside the Storage Space shall be conclusively presumed to be abandoned and may be disposed of by Owner without notice or liability to Tenant. Tenant shall not make any alterations to the Storage Space nor post any signs without the express written consent of Owner.

Tenant agrees to completely pay for and or reimburse Owner 100% of the cost for all repairs or replacements of any damages that arise from Tenants use of the Storage space, Storage facility, access gates, gate access controls, overhead rolling doors, as well as all buildings or property on premises caused by the Tenants actions on the premises either intentionally or accidental. Replacement or repair is the Owners sole decision and will be of like kind and cost of original equipment damaged.

#### **OWNER'S RIGHT TO ENTER, INSPECT, REPAIR:**

Upon the request of Owner, its agent or employees, Tenant shall provide the Owner, its agents or employees, access to the Storage Space for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed upon services. In case of an emergency, owner, its agents or employees may enter Tenant's storage space for any of the above stated purposes without notice to or consent from Tenant and Owner retains the right to remove the property in the storage space to another space or facility. For the purpose of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

#### **DELIVERY OF NOTICE:**

Any notice provided under the Rental Agreement shall be given in writing by either email to the Owner provided email address or by mailing the same by certified mail, return receipt requested, first class postage prepaid, to Owner or Tenant at their respective addresses set forth above, or at such other address or addresses as may hereafter be designated.

#### **DEFAULT BY TENANT:**

Owner shall have a lien on all property stored by Tenant in the Storage Space for all Rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the Storage Space or property and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition. In the event that the Rent or other charges set forth in this Rental Agreement are not paid within ten (10) days after becoming due. Owner shall have, in addition to all other remedies provided by law, all rights and remedies set forth under Tennessee State Laws.

#### **ATTORNEYS' FEES AND COSTS:**

Tenant agrees to pay Owner all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Owner in enforcing any of the terms or conditions of this Rental Agreement, or any of its rights and remedies under Tennessee State Laws.

#### **EXCLUSIONS OF ALL WARRANTIES:**

Tenant agrees that Owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the Storage Space and facility. Owner's, its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Rental Agreement. The entire agreement and understanding of the parties is hereto embodied in this writing and no other warranties are given beyond those set forth herein. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected the Storage Space, and that Tenant accepts the Storage Space as is and with all faults.

### **MISCELLANEOUS:**

Tenant is aware that office staff is not available outside of normal office hours and all inquiries, issues, or questions can be addressed during those hours ONLY.

The access code for the main gate is private. To retrieve the code after originally assigned, a valid photo ID must be presented to management at the office during normal office hours. No exceptions will be made. Tenant is aware that under no circumstances is it considered an emergency if Tenant's code does not open the gate and office staff is not available to retrieve the correct code.

If any provision of the Rental Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Rental Agreement.

All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto.

The provision of the Rental Agreement, and the rights of the parties hereto, shall be construed in accordance with the applicable laws of the State of Tennessee.

No express or implied waiver by Owner of any breach or default by Tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be waiver of any of Owner's rights hereunder. No subletting of the Storage Space or any portion thereof or assignment of this Rental Agreement by Tenant is permitted. The captions appearing in this Rental Agreement have been included only as matter of convenience, and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this Rental Agreement, nor in any way to affect this Rental Agreement. This Rental Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Tenant.

Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought on by any and all matters arising out of this Rental Agreement or the use of occupancy of the Storage Space.

**\*\*MAINTAIN CONTROL OF OVERHEAD STALL DOOR WHILE IN OPERATION, FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE DOOR AND VERY COSTLY REPAIRS\*\***

**\*\*ALWAYS COMPLETELY RAISE OVERHEAD STALL DOOR PRIOR TO ENTERING THE UNIT, FAILURE TO DO SO MAY RESULT IN DAMAGE TO THE DOOR AND VERY COSTLY REPAIRS IN EXCESS OFF \$3000\*\***

Adventure Boat & RV Storage

AdventureStorage@yahoo.com

931-220-4720

662-782-8838

**Office Hours:** 8 am – 5 pm Monday – Sunday

**Storage Access Hours:** 24 Hours per day, 7 days a week, including all holidays.