

**OCCUPANCY AGREEMENT**



Street Address: 89089 Tallassee Hwy  
Tallassee, AL 36078  
Mailing Address: P.O. Box 240656  
Eclectic, AL 36024

CUSTOMER / TENANT	ALTERNATE CONTACT	PAYMENT INFORMATION
Name:	Name:	Agreement Date:
Address:	Relation:	Admin Fee: <b>\$25.00</b>
City, State Zip:	Address:	Monthly Rent:
Cell Phone:	City, State Zip:	Total Due:
Other Phone:	Cell Phone:	Total Paid:
Driver License #:	Other Phone:	Payment Method:
E-Mail Address:	Auth. Access? (Y/N):	Unit Size / #:

CUSTOMER / TENANT CERTIFIES THAT THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CURRENT.

Signature: \_\_\_\_\_

**NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR ANY UNPAID RENT OR OTHER CHARGES AND MAY BE SOLD TO SATISFY THE OVERDUE CHARGES IF THOSE OVERDUE CHARGES REMAIN UNPAID FOR THIRTY (30) CONSECUTIVE DAYS.** This lien and its enforcement is authorized by Act No. 81-769, Alabama Law, approved May 27, 1981 (Self-Service Storage Act).

- 1. PREMISES.** Management leases to Tenant, and Tenant leases from Management, the Unit Number stated above of TALLASSEE MINI STORAGE. Tenant has inspected the premises and agrees they are safe and satisfactory for use.
- 2. TERM.** This lease shall begin on the Rental Agreement Date listed above and shall continue on a **MONTH-TO-MONTH** basis until terminated. The Tenant shall give Management a two-week notice when vacating the unit.
- 3. RENT.** Tenant shall pay Manager a monthly rent as stated above in Payment Information without demand or billing statement. All rent is due and payable in advance on the 1st of each month, and in the event a Tenant fails to pay the rent due within ten (10) days, Tenant shall pay in addition to any other amounts due, a late charge of \$10.00. The monthly rent may be adjusted by Management effective the month following written notice by Management to Tenant specifying the adjustment. Any such notice shall not be given less than 30 days prior to the first day of the month for which the adjustment is effective. Even if the rent is adjusted, all other terms of this lease will remain in effect. The first month's rent will be prorated based on the number of days remaining in the month. The last month's rent will be prorated based on the number of days remaining in the month beginning at the end of the two-week notice.
- 4. ABANDONMENT.** In the event rent or any other amount shall remain unpaid for a period of thirty (30) consecutive days or the Tenant fails to give written notice not to abandon, the premises shall be deemed to be abandoned, and this lease terminated. Notwithstanding the foregoing, if the Landlord otherwise reasonably determines that Tenant has abandoned the premises, any property located on or about the premises shall be determined to be abandoned and this lease terminated. In the event of said abandonment, Management may sell, destroy or otherwise dispose of any personal property remaining on the property.
- 5. NON-LIABILITY OF MANAGEMENT AND INSURANCE OBLIGATIONS OF TENANTS.** MANAGEMENT CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANTS MAY HAVE IN THE UNIT OR PREMISES AND HENCE TENANTS MUST OBTAIN ANY INSURANCE DESIRED AT THEIR EXPENSE. MANAGEMENT STRONGLY RECOMMENDS THAT TENANTS SECURE THEIR OWN INSURANCE TO PROTECT THEMSELVES AND THEIR PROPERTY AGAINST ALL PERILS. MANAGEMENT SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, TORNADO, MOLD, MILDEW, RAIN, EXPLOSION, RODENTS OR INSECTS OR ANY OTHER CAUSES WHATSOEVER. MANAGEMENT SHALL NOT BE LIABLE TO TENANT OR TENANTS INVITEE'S, FAMILY, EMPLOYEES, AGENTS OR SERVANTS FOR ANY PERSONAL INJURIES OR DAMAGE TO PERSONAL PROPERTY CAUSED BY ANY ACT OF NEGLIGENCE OF ANY OTHER PERSON ON SAID PREMISES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS MANAGEMENT FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEY'S FEES ARISING FROM TENANTS USE OF THE UNIT OR PREMISES. TENANT MUST TAKE WHATEVER STEPS ARE NECESSARY TO SAFEGUARD WHAT IS ON OR IN THE SPACE.
- 6. USE AND COMPLIANCE WITH LAW.** The unit shall not be used for any illegal or unlawful purpose and will be kept in good condition. No property shall be stored in the unit unless the Tenant "legally has the right" to have that property in their possession. Tenant may from time to time during the duration of this agreement place in the unit personal or commercial properties, but it is expressly agreed that management is under no duty to maintain any records of contents so placed. Management is not engaged in the business of storing goods for hire nor the warehouse business but is just a manager providing a unit for hire. The storage of welding equipment or flammables, explosives, or other dangerous materials is prohibited. Tenant shall not store in the unit any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary or Police Departments, Environmental Protection Agency, or other appropriate government bodies or do any act or cause to be done any act which creates or may create a hazard, danger, or nuisance in or upon the premises during the term of this agreement or any renewal or extension thereof.
- 7. PROHIBITIONS.** Tenant will not: (a) do any painting or decorating in the unit or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the unit or premises without the written consent of Management. (b) Make installations, alterations, or additions to the premises. (c) Assign this agreement. (d) Erect signs or other advertising material. There shall be no habitable occupancy of the space by humans or pets of any kind for any period whatsoever. Violations of these prohibitions shall be grounds for immediate termination of this agreement.
- 8. MANAGEMENT'S RIGHT TO ENTER, INSPECT AND REPAIR THE UNIT.** Tenant agrees that Management or Management's representatives shall have the right without notice to enter the unit for the purposes of examining the same for lease violations or condition thereof or making repairs or alterations thereto. Management reserves the right to move contents to another unit.
- 9. DEFAULT, MANAGEMENT'S REMEDIES AND LIEN.** Time is of the essence in the performance of this agreement and in the payment of every lien and charge to be paid. If any fee shall be due and unpaid, or if tenant shall fail or refuse to perform any of the requirements, conditions, or terms of this agreement. Tenant shall be exclusively deemed in default in performance of this agreement. In addition to such liens and remedies provided by law to secure and collect fees, and cumulative therewith, Management is hereby given a lien upon Tenant's property, now or at any time hereafter, stored in said unit to secure the timely performance of this agreement by Tenant and to secure the payment of all fees, charges and costs incident to Tenant default. In case of default by the Tenant, Management, at its option, may re-enter, seize and or take possession of said property for arrears of fees or breach of covenant or by reason of abandonment, without being deemed guilty of any manner of trespassing or conversion, and without prejudice to any remedies of Management. At the time of such re-entry and seizure the Management shall give notice in writing thereof to Tenant at the address indicated on Tenant's application record. Such notice shall be by certified or registered mail and shall be deemed received by tenant when deposited in the United States mail, postage prepaid, address as described above. At any time after fifteen (15) days from the date of giving such notice, the Management may sell said property at public or private sale. In the event proceeds from the sale are greater than necessary to pay the lien, including accrued and unpaid fees, appraisal charges, moving, storage, and expenses of collection, re-entry and sale, the balance shall be paid to the Tenant at the address described above. Notwithstanding anything to the contrary within, Tenant expressly grants the right of disposition, disposal and destruction of any personal property including, but not limited to, all papers, pictures, and documents.
- 10. OTHER LIENHOLDERS.** You must disclose any lienholders with an interest in any property that is stored or will be stored in your unit.
- 11. HOLDING OVER.** In the case of holding over by the Tenant after the expiration of the stated term, without written agreement, such holding over will be construed to be a renewal from month-to-month.
- 12. CHANGE OF TERMS.** All terms of this agreement, charges and conditions of occupancy are subject to change upon NINETY (90) days prior written notice to Tenant. If changed, the Tenant may terminate this agreement on the effective date of the change. If Tenant does not elect to terminate this agreement, the change shall become effective and apply to this agreement.
- 13. TERMINATION.** This lease shall terminate at the expiration of any term of this lease by the party desiring to terminate this lease giving written notice by certified or registered mail to the other party of the intention to terminate not less than ten (10) days before expiration of the term.
- 14. CONDITION OF PREMISES UPON TERMINATION.** Upon termination of this lease, Tenant shall remove all Tenant's personal property from the premises and shall immediately deliver possession of the premises to Management in the same condition as delivered to the Tenant on the commencement date of this lease, reasonable wear and tear expected.
- 15. NOTIFICATION OF CHANGE IN ADDRESS OR PHONE NUMBER.** Tenant shall notify Management of any change in Tenant's address or phone number within ten (10) days of the change, such notifications shall be: (a) Written notice or (b) Sent from Tenant via electronic mail so long as the change of address request originates from the e-mail address Management has on file for Tenant, including the e-mail address provided in this Agreement if applicable.
- 16. ENTIRE AGREEMENT CLAUSE.** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral arguments between the parties respecting the within subject matter. No amendment, or alteration of the terms hereof shall be binding unless the same by in writing and appear under Paragraph "Additional Provisions" below.
- 17. BREACH OF TERMS.** Tenant shall be solely responsible for all court costs, attorney fees, cost of collection which may be incurred by Management due to Tenant's breach of rental agreement.

**I UNDERSTAND THE CONDITIONS OF THIS CONTRACT AND AGREE TO ABIDE BY THEM.**

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TMS Representative: \_\_\_\_\_

Date: \_\_\_\_\_