

WIREGRASS STORAGE, LLC

(334)

MINI WAREHOUSE LEASE

THIS LEASE is executed on this _____ day of _____, _____, between Wiregrass Storage, hereinafter referred to as “Landlord” and _____, hereinafter referred to as “Tenant”, for the purpose of leasing or renting certain space as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods as for keeping is intended or related hereunder:

It is agreed by and between Landlord and Tenant as follows:

1. DESCRIPTION OF PREMISES: Landlord leases to Tenant and Tenant leases from Landlord enclosed space No. _____ hereinafter the “Premises” located at: _____ and included in a larger facility. The entire facility is herein referred to as the “Project”. Tenant has full knowledge as to the Premises and the Project and acknowledges and agrees that the Premises and Project are satisfactory for all purposes, including the safety and security thereof into which the Tenant shall use the Premises.

2. TERM: The term of this Lease shall commence as of the date above written and shall continue from the first day of the month immediately following and then on a month-to-month tenancy.

3. RENT: Tenant shall pay the Landlord as monthly rent, without deduction, prior notice, demand or billing statement, the sum of \$_____ per month in advance on the first day of the month. If the terms of this lease shall commence other than on the first day of the month, Tenant shall pay in advance on the first day of each month. With respect to any month-to-month tenancy, the monthly rent may be adjusted by the Landlord effective the month following written notice by Landlord to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days prior to the first day of this Lease and all other terms of this Lease shall remain in full force and effect.

4. FEES: All rent shall be paid in advance on the first day of each month and in the event Tenant shall fail to pay the rent due by the 5th of the month, Tenant shall pay in addition to any other amount due, a late charge of \$10 per day after the 5th.

5. USE OF PREMISES AND COMPLIANCE WITH LAW: Tenant shall not store on the premises personal property in which any other person has any right, title or interest. It is understood and agreed that Tenant may store personal property of various types and values in or about the premises but it is specifically understood and agreed that the Landlord need not be concerned with the kind, quality or value of the personal property or other goods stored by Tenant in or about the Premises pursuant to this Lease. Notwithstanding for forgoing, Tenant shall at all times comply with applicable local, state and federal laws related to storage of items and shall never store any hazardous materials in the premises. "Hazardous materials" means and includes any item which would constitute an environmental hazard, and any item that is illegal or prohibited under local, state or federal law, including, but not necessarily limited to, an article, packaged food, perishable good, illegal substance or other thing of an inherent or express dangerous nature, including any item which is or could be flammable, hazardous, or of explosive character that might substantially increase the danger of fire or casualty on the Premises, or that might be considered hazardous.

6. INSURANCE: Tenant at Tenant's expense, shall maintain on all personal property, in, on or about the Premises, a policy of extended coverage insurance, with theft, vandalism and malicious mischief endorsements to the extent of at least 100% of all replacement value of such personal property. In the event Tenant does not maintain insurance as described above, Tenant shall be deemed to have "self-insured" and provided further that in lieu of such insurance Tenant may, in Tenant's sole discretion, elect to "self-insure" totally (i.e. - not insure with any duly licensed insurance company) to the extent Tenant "self-insures" as described above. At all times, whether Tenant has such insurance or self-insures, Tenant shall bear the risk of loss or damage as to Tenant's property. Tenant hereby releases Landlord and its agents, authorized representatives and employees (hereinafter Landlord's agents, authorized representatives, and employees are referred to collectively as "Landlord's agents") from any and all claims for damages or loss to personal property in, on, or about the Premises, that are caused by or result from risks which are or would be insured against under the extended coverage insurance policy described above and hereby waives any and all rights of recovery against Landlord's agents in connection with any damage which is or would be covered by any such policy.

7. LIMITATIONS OF LANDLORD'S LIABILITY INDEMNITY: Landlord and Landlord's agents shall not be liable to Tenant for any damages or loss to any person, Tenant or any property stored in, on, or about the Premises, arising from any cause whatsoever including, but not limited to, theft, fire, mysterious disappearance, rodents, acts of God or the passive act, omissions or negligence of Landlord or Landlord's agents, except that Landlord (but not Landlord's agents) may be liable to Tenant for damages or loss to Tenant or Tenant's property resulting from Landlord's fraud, willful injury, or willful violation of law. Tenant shall indemnify Landlord and Landlord's agents harmless from any and all damage, loss or expense arising out of or in connection with any damage to any person or property occurring in, on, or about the Premises. Tenant acknowledges that he has read, understands and agrees to the provisions of this paragraph 7.

8. ENTIRE AGREEMENT: There are no representations, warranties or agreements by or between the parties, which are not fully set forth herein, and no representative of Landlord or Landlord's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.

9. ABANDONMENT: In the event rent shall be in default and due and unpaid for a period of thirty (30) consecutive days and Tenant shall have failed to give Landlord written notice of an intention not to abandon the Premises and the personal property located in, on, or about the Premises within thirty (30) consecutive days thereafter, Landlord may reasonably assume that Tenant has abandoned the Premises and any personal property located in, on, or about the Premises and at Landlord's option, the Premises shall be deemed abandoned and this Lease terminated. Notwithstanding the foregoing, in the event Landlord otherwise reasonably determines that Tenant has abandoned the Premises, at Landlord's option, the Premises and any personal property located in, on, or about the Premises shall be deemed abandoned and this lease terminated. Further, in the event of an abandonment of the Premises or any other termination of this Lease or Tenant's right in possession of the premises, Landlord may sell, destroy, or otherwise dispose of any personal property thereafter remaining on the Premises.

10. DEFAULT, DEFAULT CHARGES AND CONSEQUENCES UPON DEFAULT: Default of the agreement occurs when Tenant (1) fails to pay any rental or other expenses chargeable to him within thirty (30) days of the date of said expenses (2) failure of Tenant to fully and faithfully perform any of the covenants hereunder (3) by storage of illegal, hazardous or prohibited property in the rental space. Upon default, TENANT FURTHER AGREES TO PAY THE LANDLORD THE TOTAL SUM EQUAL TO THREE (3) MONTHS RENTAL PAYMENTS AS LIQUIDATED DAMAGES IN ADDITION TO PAYING ALL RENTALS AND LATE CHARGES PAST DUE AND OWED AT THE TIME OF DEFAULT. Where Tenant leases more than one unit, default on a single unit will be treated as default on all units.

11. USE OF ELECTRICITY: Tenant shall turn off lights when leaving the Premises and in the event lights are not turned off, Tenant shall pay an additional rent charge of \$5.00 per month.

12. ALTERATIONS: Tenant shall not make or allow any alterations of any kind or description whatsoever to the Premises without, in each instance, the prior written consent of the Landlord.

13. PRIOR LIENS: Tenant states that there are no liens on the property stored or to be stored except as follows:

14. **LANDLORD'S LIEN ON PROPERTY:** READ THIS SECTION CAREFULLY. LANDLORD PURSUANT TO SECTION 8-15-44, as may be amended, OF THE ALABAMA CODE (1975), HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE TENANTS' SPACE FOR RENT, LABOR, OR OTHER CHARGES PAST, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR REASONABLE EXPENSES INCURRED IN IT'S SALE OR OTHER DISPOSITION PURSUANT TO THE AGREEMENT. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO THE ABOVE DESCRIBED FACILITY AND CONTINUES AS LONG AS THE LANDLORD RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED OR A SALE IS CONDUCTED OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN IN THE EVENT OF A DEFAULT BY TENANT IN PAYMENT OF RENT OR DEFAULT IN ANY OF THE OTHER PROVISIONS OF THIS AGREEMENT. LANDLORD MAY FURTHER PLACE LANDLORD'S LOCKS ON THE DOORS OF SAID PREMISES OR MAY REMOVE THE PROPERTY FROM THE PREMISES IN THE EVENT RENTAL PAYMENTS AND LATE CHARGES ARE NOT PAID WITHIN THIRTY (30) DAYS OF ITS DUE DATE. TENANTS' RIGHT TO POSSESSION TO THE SAID PREMISES SHALL AUTOMATICALLY TERMINATE AND LANDLORD SHALL HAVE ALL SUCH LEGAL AND EQUITABLE RIGHTS TO ENFORCE THE LIEN GRANTED BY LAW HEREUNDER AND TO ENFORCE THE PAYMENT OF ITS RENTAL PAYMENT AND ALL OTHER CHARGES DUE HEREUNDER, SAID REMEDIES INCLUDE THE SALE OF THE PROPERTY TO THE HIGHEST BIDDER. THE TENANT SHALL CONTINUE TO BE LIABLE FOR THE PAYMENT OF THE RENTAL PAYMENTS AND OTHER CHARGES UNTIL LANDLORD'S LIEN HAS BEEN SATISFIED IN FULL. ANY NOTICES WHICH MAY BE REQUIRED OR PERMITTED TO BE GIVEN HEREUNDER SHALL BE DEEMED TO HAVE BEEN GIVEN BY MAILING SAID NOTICE CERTIFIED MAIL TO TENANT AT THE ADDRESS AS TENANT MAY NOTIFY LANDLORD OF IN WRITING BY CERTIFIED MAIL. THE TENANT ACKNOWLEDGES HE KNOWS WHEN RENTAL PAYMENTS ARE DUE AND THAT THE LANDLORD HAS NO DUTY TO EVER NOTIFY TENANT THE HE IS IN DEFAULT ON RENTAL PAYMENTS OR OTHER SUMS DUE LANDLORD.

IT IS NOT INTENDED FOR THE ABOVE LIEN PROVISIONS TO BE THE EXCLUSIVE RIGHTS AND REMEDIES OF LANDLORD, INCLUDING AS TO ANY SALE BY LANDLORD OF TENANT'S PROPERTY UPON DEFAULT OR ABANDONMENT, AND LANDLORD DOES RESERVE AND PRESERVE ALL SAID RIGHTS, REMEDIES AND LIENS, STATED IN THIS AGREEMENT, AND OTHER SUCH RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

15. **LOCK:** Tenant shall provide, at Tenant's own expense, a lock for the premises which Tenant in Tenant's sole discretion, deems sufficient to secure the premises. Tenant shall return Landlord's own lock within twenty-four (24) hours. Failure to do so will result in a \$20.00 fee

being assessed to the Tenant for purchase of Landlord's lock.

16. **RIGHT TO ENTER, INSPECT AND REPAIR PREMISES:** Tenant shall and does grant Landlord, Landlord's agents access to the premises upon three (3) days prior written notice to Tenant. Such notice shall constitute as reasonable request from the Landlord, and Tenant shall allow the Landlord to enter a leased space for the purpose of inspection or repair. If an emergency occurs, Landlord may enter a leased space for inspection or repair without notice to or consent from the Tenant.

In the event Tenant shall not grant access to the Premises as required or in the event of an emergency or upon default of any of the Tenants obligations under this Lease, Landlord, Landlord's agents shall have the right to remove Tenants' lock and enter the Premises for the purpose of examining the Premises or the contents thereof or for the purpose of making repair, inspections or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve te Premises, or to comply with applicable law or enforce any of the Landlord's rights.

17. **NO WARRANTIES:** Landlord hereby disclaims any implied or expressed warranties, guarantees or representatives of the nature, condition, safety as to security of the Premises and the Project and Tenant hereby acknowledges as provided in paragraph 1 above, that Tenant has inspected the Premises and hereby acknowledges and agrees that the Landlord does not represent or guarantee the safety of security of the Premises or any of the property stored therein. This lease sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings with respect thereon.

18. **TERMINATION:** This lease may be terminated by either party given written notice ten (10) days in advance to the other party of their intention to terminate, furthermore a ten (10) day written notice is required by Tenant prior to termination of lease and/or vacating property. Tenant shall nevertheless owe for at least one month's rent.

19. **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 the Landlord in the same condition as delivered to Tenant on the commencement date of this lease, reasonable wear and tear accepted.

20. **NOTIFICATION OF CHANGE OF ADDRESS:** In the event Tenant shall change Tenant's place of residence or place of business from the place set forth in this lease, Tenant shall give Landlord written notice of such change within ten (10) days of change specifying Tenants current residence and business address and telephone numbers.

21. ASSIGNMENT: Tenant shall not assign or sublease the Premises or any portion thereof without in each instance the prior written consent of the Landlord.

22. SUCCESSION: All of the provisions of this lease shall apply in, bind and obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. CONSTRUCTION: Whenever possible, each provision of this lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this lease shall be invalid or prohibited under such applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provisions of the remaining provisions of the Lease.

24. TIME: Time is of the essence of this Lease.

ATTORNEY FEES: Upon default, Tenant will be responsible for payment of Landlord's reasonable attorney fees if Landlord engages or retains an attorney with respect to the enforcement of the provisions of this Agreement to make any collection of any sums due, whether or not it is necessary to file legal proceedings for such enforcement or collection and all costs and expenses of the same, including court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

WIREGRASS STORAGE, LLC-
LANDLORD

 TENANT DATE

By _____
 DATE

ADDRESS

EMAIL ADDRESS

CITY STATE ZIP

PHONE NUMBER Accept Text messages? Yes or No

DRIVER'S LICENSE #

7
STATE

SOCIAL SECURITY #

DOB