

Bama Jammer™ Mini-Storage
Rental / Lease Application and Agreement

(revised August 10, 2014)

(256) 348-2132 or (256) 539-0950 GATE CODE: _____

This Rent / Lease Agreement is made and effective _____, 20__ by and between **Bama Jammer™ Mini-Storage (912 Winchester Road, Huntsville, Alabama)** hereafter referred to as "Landlord" and:

<p>Name: _____ (hereafter referred to as the "Tenant").</p> <p>Tenant's Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Home Phone number: _____ Work Phone Number: _____</p> <p>Cell number: _____ E-mail address: _____</p> <p>License Plate Number: _____</p> <p>Emergency Contact(s): _____ ; _____</p> <p>Alternant User(s): _____ ; _____</p> <p>Phone: _____</p> <p>Goods to be stored: _____</p> <p>_____</p>

<p>Landlord makes available for rent a portion of the storage buildings designated as unit(s) number: _____ (the "Rented Premises").</p> <p>Size: _____</p> <p>Gate Code: _____ NOTE: This gate code shall not be given to any third party without the consent of Bama Jammer Mini-storage. Violation will result in eviction.</p>

<p>Payments shall be made as follows:</p> <p>Monthly Bank Draft of \$ _____ .</p> <p>Monthly Credit Card Draft \$ _____ .</p>
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LIEN DECLARATION: As required by Alabama Law, the Tenant must disclose any and all liens that exist on the property that will be stored in the unit(s) now and in the future. I declare that the following properties placed in storage at Bama Jammer Mini-Storage have liens (debt) as outlined below.

Item	Lien Holder

As a part of this agreement, to Lease a mini-storage unit or parking spot, it is understood that the Lessor must have the minimum information:

1. A photo ID
2. A current physical address (not a P.O. Box)
3. A permanent Credit or Debit card (no Wal-Mart or temporary cards)
4. Name of emergency contact
5. E-mail address (if possible)
6. For automobiles, boats, RVs, etc. you must also provide:
 - A. Registration with VIN number
 - B. Proof of current Insurance
 - C. Lien holder
 - D. A current tag

1. Term.

Landlord hereby leases the storage units to Tenant, and Tenant hereby leases the same from Landlord, for Month by Month Rental.

For the purposes of this agreement, the terms Rent or Rental and Lease or Leased mean exactly the same thing. Landlord desires to rent the above identified storage units to Tenant, and Tenant desires to lease the storage units from Landlord for the term, and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

2. Rental.

Tenant shall pay to Landlord as outlined in this agreement Month by month installment payment shall be due in advance on the first day of each calendar month during the lease term. **Partial payments will not be allowed.** The initial rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. **No 3rd Party Rentals or co-rentals are allowed.** No party will have access to the rental unit

except the Tenant who signs the contract. Exceptions to this, would require the Tenant's permission in writing.

3. Use

This Rental property is to be used solely for business and/or personal storage of legal and non-dangerous / non-hazardous items. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables, corrosive material or other inherently dangerous substance, illegal drugs, chemical, thing or device. **Any vehicles, lawn mowers and motorized machinery and tools shall be stored completely empty of gasoline.** The rental unit shall be locked at all times. Any unit found to be left unlocked will be over-locked by the Lessor until the Lessee can properly place a lock on the unit.

4. Sublease and Assignment.

Tenant shall NOT have the right without Landlord's written consent, to assign this Lease to a corporation / person / or persons with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises to any third party, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall not deface the rental property or make any alterations or repairs to the Leased Premises. Damages are to be promptly reported to the Landlord. The Tenant shall pay for all damages that are a result of the Tenant's actions or negligence. The Tenant shall be responsible for all attorney's fees and court costs incurred in order for the Landlord to recover payment for damages to the rental / leased property.

6. Alterations and Improvements.

All business and personal property, equipment, machinery, trade fixtures, placed into storage shall remain Tenant's property free and clear of any claim by Landlord unless as outlined under sections fifteen and sixteen below and as provided by local and Alabama state laws. Tenant shall have the right to remove the same at any time during the paid term of this Lease. Any damages to the Leased Premises or other properties of Bama Jammer Min-storage caused by such removal shall be repaired at Tenant's expense.

7. Property Taxes.

Landlord shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant

shall be responsible for paying all personal property taxes with respect to Tenant's personal property located at the Leased Premises.

8. **Insurance / At Own Risk.**

A. If the Leased Premises or any other part of the surrounding buildings and property is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. **The Landlord is not responsible for casualty or liability losses resulting to the Tenant from any act or negligence of any other Tenant or any of the other Tenant's agents, flooding, water damage, Acts of God or the Devil, etc.** The Tenant shall be responsible for obtaining and maintaining appropriate insurance on all business and personal properties placed in this rental space. Be it understood that **The Tenant places all property into this rental space at his/her own risk.**

B. Landlord shall maintain fire and extended coverage insurance on the storage buildings and the Leased Premises in such amounts as Landlord shall deem appropriate. **This does NOT include insurance that would cover any property losses incurred by the Tenant.** Tenant shall be responsible, at his / her expense, for fire and extended coverage insurance on all of its business / personal property located in the Leased Premises.

C. Tenant shall, at his / her own expense, maintain a policy or policies of comprehensive general liability insurance with respect to his / her respective activities at the Rental property. Landlord shall NOT be required to maintain insurance against thefts within the Leased Premises or the buildings.

D. **Vehicle Insurance**

No truck, automobile, trailer or other vehicle may be brought on the property at 5108B, A & C, 900 Winchester Road and or 5106A & B Colemont Lane unless the vehicle has proper insurance protection, including liability coverage, and other vehicle coverage as outlined by Alabama state law. A copy of the vehicle registration and insurance must be on file in the office at all times.

9. **Utilities.**

The Landlord shall NOT provide any electrical, water or other utility services under this agreement.

10. **Signs.**

The Tenant shall not be allowed to construct any signs on the Rental property.

11. **Entry.**

Landlord and law enforcement personnel shall have the right to break locks and enter upon the Leased Premises with or without cause at any time and during emergencies to inspect the same.

12. **Parking.**

During the term of this Lease, Tenant shall not have the right to park or abandon any vehicle on the premises unless such vehicle is a part of this agreement. All vehicles and other abandoned property will be promptly towed or removed from the property at the Tenant's expense.

13. **Rules.**

Tenant will comply with the rules of the premises adopted and altered by Landlord from time to time and Tenant will cause all of its agents, invitees and visitors to do likewise. The initial rules for the premises are contained in this agreement. Future rule changes will be periodically posted for public review in the main office at Bama Jammer Mini-storage.

14. **Damage and Destruction.**

Subject to Section 8 A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, floods, water damage, Acts of God or the Devil, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for use, in whole or in part, for Tenant's storage purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Landlord's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Cleanup**

Upon vacating the rental property, the Tenant is responsible for cleaning up all debris, spillage and trash for the rental property.

16. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days, this agreement will automatically terminate. After such default, written notice thereof having been given to Tenant at the Tenant's address as registered on this agreement, by Landlord, if possession of the Leased Premises is not immediately surrendered, Landlord and /or Law Enforcement officials may reenter the Rental property. Landlord shall re-lock and secure the rental space and take possession of any property within this space as allowed by Alabama law. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Tenant's personal property within the rental space shall be disposed of as outlined in local and state laws in Alabama.

17. **Eviction**

Rent is due on the first day of each month. If not promptly received on the first day of each month, it is considered immediately delinquent and the storage units are to be vacated by the Tenant. The eviction process will begin as outlined under local and state laws. After due process of law, the Tenant's properties will be disposed of by the Landlord as allowed under local and Alabama state laws. **In the event of an auction held to satisfy delinquent rents, the Tenant in default (the one owing the debt to the Landlord) will not be allowed to participate in such auction in an attempt to regain his property at a value lower than the delinquent rents owed.** Properties that are determined to be abandoned will be disposed of at the Landlord's discretion.

18. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

19. **Condemnation.**

If any legally, constituted authority condemns the Storage facilities or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

20. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the storage buildings and to any renewals, refinancing and extensions thereof, but Tenant agrees that

any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the storage buildings, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

21. **Security Deposit.**

There is no security deposit required.

22. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to its business office at:

**Bama Jammer Mini-Storage
940 Mill Road
Madison, Alabama 35758**

If to Tenant to:

The address as specified by the Tenant at the top of this agreement.

If the Tenant changes addresses, as a part of this agreement, it is the Tenant's responsibility to promptly notify the Landlord of such address change.

Landlord and Tenant shall each have the right from time to time to change the place that the notice is to be given under this paragraph by written notice thereof to the other party.

23. **Not For Business**

Tenant shall not at any time run a business, flea market or any type of business whatsoever out of this rental property nor is the Tenant permitted to sub-lease the rental property.

24. **Right to Terminate**

Both the Landlord and Tenant shall have the right to terminate this agreement at any time with or without cause. **Upon termination of this agreement prior to the last day of each month, no balance of pre-paid rental payment shall be returned to the Tenant.**

25. **Tenant's Agents and Visitors**

By signing below the Tenant agrees to be responsible for the actions, thefts and damages done by any of the Tenant's agents and visitors that the Tenant allows to have access to the Rental property.

26. **Hours of Operation**

As posted on property. The Landlord is not responsible for any actions outside of his control that would deny the Tenant access to the rental property. Should an Act of God or the Devil or other causes outside the control of the Landlord result in the prevention of access to the property, Landlord will be granted sufficient and reasonable time to restore access to the property.

27. **Security Measures**

The Landlord shall provide reasonable security measures at the rental property but is not responsible for any thefts, damages, personal attacks, assaults, etc. that may happen at the rental location. **The Tenant understands that he / she enters the property and places properties in storage at his / her own risk.**

28. **Move Out Date**

Since this is a "Month to Month" agreement, the "move out date" for vacating the storage unit(s) is 5:00 PM on the last day of each month. If the units are not completely vacated by that date, rent will be charged for another complete month. **If the Tenant should "move out" prior to the last day of the month, no balance of pre-paid rental payment shall be returned to the Tenant.**

29. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

30. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record.

31. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

32. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, executors and assigns.

33. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

34. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

35. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

36. **Delinquency Fees.**

Recurring monthly Fees shall be levied against delinquent accounts as follows:

Days Late	FEE
10	\$10.00
20	\$10.00
30	\$10.00
40	\$10.00 Lien Notification Fee

Lien sale: \$50.00 Lien Sale notice plus all costs of advertising and conducting the sale

37. **Value Limit**

The cumulative value of **all** items stored in a unit cannot exceed \$5,000.

38. **Abandonment of Property**

Any Property left on the premises at 5106, 5108 and 900 Winchester Road after a rent payment delinquency period of 30 days will be considered abandoned property. Such property will be disposed of at the discretion of the Landlord.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day

PLEASE READ BEFORE SIGNING:

By signing below, I affirm that I have read and understand all of the provisions of the above Rental / Lease Agreement. I also affirm that I have personally inspected the mini-storage building that I am renting / leasing and find it to be safe, secure, free from leaks, free from situations that would pose a danger to my person or damage to my property. I find it to be satisfactory for my needs. I understand that I am renting / leasing entirely at my own risk. I understand that I must check out and vacate the rental unit prior to 5:00 PM on the last day of the each month. I also understand that once the rental fee is “Drafted” from my account, Bama Jammer Mini-Storage does not have the capability to process a refund. As a term of this agreement, the Lessee shall maintain on file in the principal office of the Lessor the Lessee’s current phone numbers, address and current contact information.

I understand tht I am only to use the lock provided by Bama jammer Mini-Storage. I must return this lock and two keys when I check out of my unit. Failure to return the lock and two keys will result in a \$10 charge.

This agreement shall comply with all aspects of the Alabama “Self-Service Storage Act” (Title 8,Chapter 15, Article 2,Section 8-15-30).

This Space is Left Intentionally Blank.

Bama Jammer Mini-Storage has no Insurance on your items placed in storage.
By signing below I am testifying that I understand that I am renting / leasing entirely at my own risk. The mini-storage company and owner(s) are not responsible for roof leaks, water damage, theft, Acts of God or the Devil, acts of other tenants, etc.

This Agreement contains 11 pages including this one.

Personal:

Signature

Name: _____

Date: _____

Business:

By: _____

Name: _____

Date: _____

Title: _____

Revised version August 10, 2014