

RENTAL AGREEMENT

SHIELDS SELF STORAGE (540) 942-1001

MAILING ADDRESS:
501 NORTH POPLAR
WAYNESBORO, VA 22980
www.shieldselfstorage.com

THIS AGREEMENT, executed in Virginia, on this _____ day of _____, 20____, between SHIELDS SELF STORAGE, hereinafter called the OWNER and the:

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Home Phone (_____) _____ Work Phone (_____) _____

Cell Phone (_____) _____ E-Mail Address _____

Driver's License Number/SSN _____

IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:

Business Name _____

Business Phone (_____) _____ Occupant's Title _____

IF OCCUPANT IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION BELOW:

Branch _____ Serial Number _____

ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Phone (_____) _____

IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE

X

BUILDING _____

UNIT/SPACE NUMBER _____

APPROXIMATE SIZE _____ X _____

DUE DATE IS THE FIRST OF THE MONTH

RENTAL RATE \$ _____ **PER MONTH**

MOVE-IN COSTS

Administrative Fee \$ _____

Prorated Rent (Balance of Current Month)..... \$ _____

First Full Month's Rent \$ _____

Performance Deposit \$ _____

Other (Describe) \$ _____

Sales Tax \$ _____

TOTAL MOVE-IN COST \$ _____

SERVICE CHARGE SCHEDULE

Progressive Late Payment Charge:

After 5 Days Late \$ 15.00

Administrative Late Fee After 20 Days Late..... \$ 15.00

Returned Check Charge..... \$ 30.00

Monthly Electrical Usage Charge..... \$ _____

Auction Certification Charge..... \$ 30.00

Auction Advertising Charges \$ 45.00

Required Written Vacate Notice Not Given \$ 14days

Not Leaving Unit Broom Clean..... \$ 25.00

Lock Cutting Charge \$ 25.00

Damage To Unit (LABOR & MATERIALS)..... \$ TO BE DETERMINED AT TIME OF VACATING

TYPE OF PROPERTY TO BE STORED:

HOUSEHOLD GOODS BUSINESS GOODS

MOTOR VEHICLE * WATERCRAFT *

TRAILER * OTHER *

* INDICATES ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM

ADDENDA TO RENTAL AGREEMENT:

INSURANCE ADDENDUM YES NO

TITLED PROPERTY ADDENDUM YES NO

MONTHLY CREDIT CARD AUTHORIZATION YES NO

ACCEPTANCE OF DELIVERIES ADDENDUM YES NO

1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE VIRGINIA SELF-SERVICE STORAGE ACT.

2. PREMISES AND RENTAL AGREEMENT: OWNER hereby rents/leases to OCCUPANT, defined as the legal owner of the stored personal property, and OCCUPANT rents/leases from OWNER the space, collectively and herein called the "premises" located within the self-service storage facility named above. The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and, if applicable, any other addenda to the rental agreement that may be incorporated, collectively and herein called the "agreement," and for no other purpose whatsoever.

3. TERM AND TERMINATION: The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis on the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the premises and has given written notice thereof to OWNER at least **fourteen (14) days in advance of vacating date.** OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing fourteen (14) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) days written notice prior to termination date.

4. RENTAL TERMS: OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is one month. **Rental payments are not refundable. All monthly payments are for a calendar month. The first payment of rental shall be for the prorated balance of the month remaining, plus the next month's rental, plus, if applicable, a performance deposit. Subsequent monthly rental payments are due on the first day of each successive month.** If applicable, the performance deposit is refundable after the OCCUPANT has removed his personal property from the premises in a timely fashion at the expiration of the term hereof, left the premises in a neat and orderly condition with ordinary wear and tear accepted, and met all other terms and conditions of this agreement including removing OCCUPANT'S locking device. OCCUPANT will be responsible for additional rent for as long as OCCUPANT'S locking device is on the unit. If applicable, performance deposit will be refunded to the last known written address of the OCCUPANT by U.S. Mail within thirty (30) days of termination.

5. STATEMENTS, NOTICES AND SERVICE CHARGES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. A listing of current services charges is shown above in the Service Charge Schedule and are due by close of business on specified day. Service charges are subject to change upon thirty (30) day advanced written notice. The progressive late fee is assessed after five (5) days late and after twenty (20) days late. The Auction Certification Charge is assessed on the 35th continuous day of delinquency. The Auction Advertising Charge is assessed seven (7) days prior to the scheduled auction. All service charges are due as additional rent to cover the clerical and administrative expenses incurred by the OWNER in their assessment. **Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent. OWNER reserves the right to require all past due payments be made in cash, money order, cashiers check, or credit card unless otherwise approved by OWNER.**

6. DEFAULT AND LOCK OUT: The OCCUPANT shall be in default if they fail to pay rent before the office closes on the due date or breaches any of the terms or conditions of this agreement. In the event of default by OCCUPANT, OWNER shall be entitled to deny OCCUPANT access to their stored personal property by (A) over locking, (B) denying access through the electronic gate, (C) by removing OCCUPANT'S lock and replacing it with an OWNER'S overlock or (D) by transferring OCCUPANT'S stored personal property to another suitable storage location within the self service storage facility until default is corrected or until this agreement is terminated. The OCCUPANT may also be denied access due to weather conditions or emergencies, defined as any event that may jeopardize the health, safety, or well being of the Self Service Storage Facility or its customers.

7. OWNER'S LIEN: The Virginia Self-Service Storage Act grants OWNER has a lien on all personal property stored within the premises for rent, labor, or other charges, and for expenses reasonably incurred in the sale of the stored personal property. **The OWNER'S lien attaches as of the date the personal property is stored within the premises and shall remain until the all personal property is removed. If OCCUPANT is in default for thirty (30) continuous days, the OWNER may begin enforcement procedures to satisfy the OWNER'S lien.**

It is the OCCUPANT'S responsibility to disclose the existence of any lien or secured interest on any stored personal property. The OWNER'S lien granted by the Virginia Self-Service Storage Act is superior to any other lien or security interest, except those which are exempted by law. For purposes of OWNER'S lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles and household items and furnishings. "Last known address" means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of change of address.

8. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, and (b) the provisions printed on the reverse side of this agreement, and, if applicable, (c) the provisions included on any addenda incorporated into this agreement. OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and, if applicable, any addenda incorporated into this agreement.

9. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the self-service storage facility, and by placing his initials in the margin, acknowledges and agrees that the premises and the common areas of the self-service storage facility are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas of the self-service storage facility. OCCUPANT shall be entitled to access the premises and the common areas of the self-service storage facility only during such hours and on such days as are regularly posted within the self-service storage facility.

Any special exceptions or conditions to this Agreement are to be written in the space that follows:

Initials _____

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

OWNER _____ **OCCUPANT** _____

BY _____ TITLE: _____

OWNER'S Agent If a business, give title.