

SECURITY CENTRAL STORAGE RENTAL AGREEMENT

This RENTAL AGREEMENT, dated this _____ day of _____, _____ by and between SECURITY CENTRAL STORAGE BEARDEN, LLC, hereinafter called "Owner" and The University of Tennessee, on behalf of its

(Address) (City) (State) (Zip) (Phone) (E-Mail)

hereinafter called "Occupant", whether one or more.

Owner does hereby rent and lease unto Occupant, on the terms and conditions hereinafter set forth, the following described Space located at 6002 Kingston Pike, Knoxville, Tennessee 37919.

SPACE OR UNIT NUMBER _____ (X APPROXIMATE SIZE) ACCESS # _____

Lienholder Information: Occupant is required by Tennessee law to disclose to the Owner any lienholder with an interest in the property that is or may be stored in the self-storage facility.

Occupant represents that he owns or has legal possession of the personal property in his Space(s) and that all the personal property in his Space(s) is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name and contact information of lienholder):

None

If none, Occupant should write "None" in above blank space.

1. **TERM.** This RENTAL AGREEMENT is for a period of 12 months, beginning on the _____ day of _____, and ending on the _____ day of _____.
2. **RENT AND CLEAN-UP DEPOSITS.** Occupant agrees to pay \$_____ per month for the Space. All rent is payable in advance on the _____ day of each calendar month. Checks shall be made payable to Security Central Storage. Owner by executing this Rental Agreement acknowledges receipt of a \$10.00 nonrefundable administrative fee. Owner also acknowledges receipt of a \$10.00 cleanup charge, refundable to Occupant only if Owner's lock and key are returned, the Space is left undamaged, the Space is empty and broom clean at the end of the rental term and all sums owed by Occupant to Owner have been fully paid.
3. **LATE, ADMINISTRATIVE AND OTHER FEES.** If Occupant delivers a check to Owner that is subsequently dishonored for any reason by Occupant's bank, Occupant will be charged a fee of \$30.00.
4. **USE AND CARE OF SPACE AND PREMISES.** Occupant assumes the responsibility for having examined the Space and hereby accepts the Space as being in good order and condition and undamaged. Only Occupant, and Occupant's employees, will have access to the facility. Should Occupant, or Occupant's employees, damage the Space or any other portion of Owner's property, including the gate and/or fence, or should any of them alter the Space in any way without Owner's prior approval, then Occupant shall be responsible to restore the Space or any other portion of the Owner's property, including the gate and fence, to its prior condition and shall pay Owner for any costs Owner incurs in repairing damage to the Space or any other portion of the Owners property damaged by Occupant or any person allowed on Owner's property by Occupant or at Occupant's request, including the gate and fence. Occupant agrees to use the Space ONLY for the storage of personal property belonging to Occupant.

There shall be no habitable occupancy of the Space by humans, pets or other animals. Occupant shall conduct no business in or out of the Space. Occupant will not use the Space for any unlawful purpose or contrary to any law, regulation, ordinance, fire code or health code. Occupant shall not store, use, dispose of or manufacture or allow others to store, use, dispose of or manufacture any explosives, flammable, combustible, odorous, noxious, corrosive, hazardous, dangerous, harmful, pollutant or offensive goods, substances, materials or personal property ("Hazardous Substances") in the Space and shall not bring such goods, substances, materials or personal property on the Owner's property. Hazardous Substances include, but are not limited to, those prohibited under CERCLA, RCRA, The Hazardous Materials Transportation Act, any "Super Fund" or "Super Lien" law and other federal, state and local laws, regulations or decrees dealing with hazardous or harmful materials, waste or substances now or hereafter in effect.

5. **INSURANCE AND NON-LIABILITY OF OWNER.** OCCUPANT ACKNOWLEDGES AND AGREES THAT OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, THAT OWNER DOES NOT HAVE OR TAKE CARE, CUSTODY, CONTROL, POSSESSION OR DOMINION OVER THE PERSONAL PROPERTY STORED IN THE SPACE LEASED BY OCCUPANT, AND THAT NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. OCCUPANT SHALL AT ALL TIMES BEAR ALL RISKS OF LOSS AND DAMAGE TO THE PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, LOSS CAUSED BY NEGLIGENCE, WATER, FLOODING, FIRE, THEFT, VANDALISM, INTERRUPTION OF UTILITIES, DEFECTS IN THE SPACE OR OWNER'S PROPERTY OR THE SAME BECOMING OUT OF REPAIR, OR FOR ANY CASUALTY OR CAUSE WHATSOEVER. Occupant shall keep the Space locked using the Owner's lock. Occupant may use one additional lock to secure the Space. Occupant assumes full responsibility for anyone having the key or access to the Space or Owner's property. Owner may remove extra locks that are installed by Occupant at Occupant's expense.
OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FLOOD, WATER DAMAGE, FIRE, VANDALISM, THEFT OR ANY OTHER TYPE OF CASUALTY LOSS. It is the responsibility of Occupant to obtain and maintain insurance protecting against such losses. Occupant shall, at Occupant's expense, obtain his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored personal property. Occupant shall be responsible for determining the extent of coverage of any policy obtained by him. Occupant shall make no claim against Owner, the Owner's agents or employees or the Owner's insurance, if any, in the event of loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause.
6. **ACCESSIBILITY.** Owner reserves the right to control and limit access to the Owner's property and may establish and change the gate hours and/or hours patrons, occupants of leased spaces and others are permitted to enter Owner's property at any time without notice. Occupant understands that the hours that entrance to the facility is permitted and the office hours can be restricted or changed by Owner at any time. Owner may also deny Occupant access immediately upon the failure of Occupant to timely pay monthly rent or any other sum due from Occupant to Owner under the terms of this Rental Agreement or as a result of any other breach of the Rental Agreement by Occupant. The denial of access may be made without any prior notice to Occupant. Owner may require verification of Occupant's identity or may require the inspection of any vehicle or property entering the premises prior to granting access.
7. **RENEWAL, TERMINATION AND HOLDING OVER.** This Rental Agreement shall automatically terminate at the end of the lease term unless it is renewed by Occupant. In the event the Rental Agreement is thus renewed, it is agreed that all the terms and provisions hereof shall remain in full force and effect. Any renewal shall, however, be at the then current rental rate charged by Owner for

the unit. If Occupant decides to terminate this Rental Agreement, he must give Owner notice at least 5 days prior to the end of the rental term. If Occupant holds over by leaving any property, belongings or trash in the Space beyond the expiration of the lease term or any renewal term for any reason, Owner will bill Occupant at the then current monthly rate charged by the Owner for the unit until Occupant removes its property, belongings, or trash. Owner and Occupant agree that payment of holdover rent by Occupant will necessitate an amendment to this Rental Agreement, which must be agreed to, and signed by, authorized representatives of both parties.

8. **DEFAULT.** Time is of the essence in the performance of this Rental Agreement. If Occupant does not pay the monthly rental when due or if Occupant violates any other covenant or provision of this Rental Agreement, Occupant shall be in default. Partial performance shall not cure any default. Owner will have all available remedies subject to the provisions of the Tennessee Claims Commission Act, Tennessee Code Annotated, §§ 9-8-301, *et. seq.*
9. **EXISTENCE OF LIEN AND MANNER OF ENFORCEMENT.** [Intentionally deleted.]
10. **SECURITY AGREEMENT.** [Intentionally deleted.]
11. **DAMAGED PREMISES.** In the case of damage by fire or other casualty which causes the premises or any part thereof to be unfit for occupancy, Owner shall have the right to terminate this Rental Agreement with Occupant without any liability for breach.
12. **RELEASE OF LIABILITY FOR BODILY INJURY AND CONSEQUENTIAL DAMAGES.** [Intentionally deleted.]
13. **CHANGES TO LEASE BY OWNER.** [Intentionally deleted.]
14. **ADDITIONAL TERMS AND CONDITIONS.** (a) Owner or Owner's designated agent may enter the Space at any time (and may remove Occupant's lock to do so) without notice to the Occupant or consent of the Occupant to inspect, repair, alter, improve or maintain the Space or the Owner's property. Said entry shall not be deemed a breach of the Rental Agreement or a trespass. (b) The Space may not be sublet. The Occupant may not assign his rights, duties or obligations under this Rental Agreement. (c) The Occupant may not place signs on the Space or on Owner's property. (d) Occupant shall furnish Owner a written notification if Occupant changes his street, post office or e-mail address or his phone number previously provided to Owner. (e) This Rental Agreement and the actions and activities of the parties pursuant thereto shall be governed by Tennessee law. (f) This Rental Agreement shall inure to the benefit of any assigns of the Owner, including any lender with a security interest in leases and rents. (g) The Owner does not guarantee that temperature and humidity will not fluctuate in climate-controlled units or in the Space. (h) If Owner or its agents receives what appears to be a valid subpoena or search warrant from any law enforcement personnel, governmental agency or court, Owner will comply with what appears to be a valid subpoena or search warrant and will have no liability to you as a result of such compliance. (i) This Rental Agreement contains the entire agreement of the parties and no representation or agreement, oral or otherwise, not contained herein shall be of any force or effect and shall not be binding on the party alleged to have made the representation or agreement. **THE AGENTS AND EMPLOYEES OF OWNER ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATION ABOUT THE INTERPRETATION OF THIS RENTAL AGREEMENT, THE SPACE OR THE OWNER'S PROPERTY AND ANY SUCH STATEMENTS DO NOT CONSTITUTE REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF OWNER AND SHOULD NOT BE RELIED UPON BY YOU.**

The Occupant's standard terms and conditions are attached, and fully-incorporated into this Rental Agreement.

THIS IS A LEGAL DOCUMENT AND YOU SHOULD NOT SIGN IT UNTIL YOU HAVE READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED THEREIN.

Executed this _____ day of _____, _____.

Occupant

OWNER

Occupant

By: _____
(Authorized Agent)

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. [Intentionally deleted.]
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
 13. [Intentionally deleted.]
 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.