

SELF-STORAGE FACILITY RENTAL AGREEMENT # \_\_\_\_\_

OCCUPANT(S) INFORMATION (PLEASE PRINT)			
Fill in all information. This information is required to help protect your property.			
LAST	FIRST	MIDDLE	
STREET ADDRESS (HOME)			
CITY	STATE	ZIP CODE	
( )	( )		
AREA CODE	HOME PHONE	AREA CODE	BUSINESS PHONE
EMPLOYER'S BUSINESS NAME		OCCUPATION	
BUSINESS ADDRESS	CITY	STATE	ZIP CODE
DRIVERS LICENSE NO. AND STATE		OTHER IDENTIFICATION	
IN CASE OF EMERGENCY NOTIFY (other than above)			
PERSON TO CONTACT	RELATIONSHIP	PHONE	
ADDRESS	CITY	STATE	ZIP CODE

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between RHW, LLC and RDD, LLC d/b/a Thompson Lane Self-Storage, Nashville, Tennessee, hereinafter called Owner, and \_\_\_\_\_, hereinafter called Occupant. For the consideration hereinafter stated, Owner agrees to lease Occupant space described subject to the terms and conditions set forth in this Agreement.

**1. DESCRIPTION OF LEASED SPACE**

: Pursuant to the terms of this Agreement, Owner shall lease to Occupant Space or Unit No. \_\_\_\_\_, Size \_\_\_\_\_ (the "Space"), located at 2801 Landers Avenue, Nashville, Tennessee.

**2. TERM**

: The term of this Agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall automatically extend and continue in full force and effect on a month-to-month basis until terminated in accordance with Section 16 hereof.

**3. RENT**

: The rent shall be \$ \_\_\_\_\_ per month. Occupant shall pay a minimum nonrefundable rental of one (1) month plus prorated amount due for remainder of days in the second month. Subsequently, rent shall be payable as follows: Rent is due and payable on the first day of each calendar month, in advance and without demand. Occupant agrees to pay an \$18 service charge for each RETURNED CHECK. Owner reserves the right to refuse payment by check. Owner acknowledges payment of \$ \_\_\_\_\_ which pays rent until \_\_\_\_\_, 20\_\_\_\_. All rental payments shall be made to Owner at the above address in Davidson County, Tennessee, monthly in advance and without demand, as same shall become due or at such other place as shall be designated in writing from time to time by Owner. Any additional charges shall be payable concurrently with the rent payment and shall be due at the time the additional charge is levied. In the event of a Lockout and/or Denial of Access pursuant to Section 9, it is expressly agreed that rent shall continue to accrue until paid in full or until Owner terminates this Agreement pursuant to Section 16 hereof, whichever occurs first in time. If the Space is destroyed by fire or so damaged as to render it unusable, payment for the Space rented will be made only to the date of the fire or other casualty. Owner will have no responsibility to Occupant due to the unavailability of the premises as a result of fire or other casualty.

**4. LATE SERVICE CHARGE**

: If rent is not fully paid on required date, Occupant shall pay a \$ \_\_\_\_\_ late charge which will be added on the 6th of the month and Owner shall send Occupant a statement reflecting such late charge. An additional charge of \$ N/A \_\_\_\_\_ will also be added on the 10th of the month without notice in the event rent remains unpaid in whole or part.

**5. SECURITY DEPOSIT**

: Occupant shall pay a security deposit of \$ N/A \_\_\_\_\_, receipt of which is acknowledged by Owner. Said deposit shall be used for the repair of any damage done to the Space caused by Occupant, his agents, employees and invites and in the event the Space requires cleaning at the termination of this Agreement. The deposit shall also serve as security for all of the obligations of Occupant under the terms of this Agreement. In the event that the Space is left in a good state of repair, in broom swept condition, and Occupant has met all his obligations under this Agreement, then the security deposit shall be refunded to Occupant at his last known address within 30 days after the expiration of the Agreement.

**6. USE OF SPACE**

: Occupant agrees, represents and covenants the Space is to be used by Occupant SOLELY for the purpose of storing personal property. Use of the Space by Occupant will comply with all Federal, State, Municipal or County laws and ordinances and all rules and regulations promulgated by

Owner. The rules and regulations of Owner are hereby made a part of this Agreement and Occupant acknowledges receipt of same. Failure to keep and observe any or all of the foregoing will constitute a breach of this Agreement. Occupant agrees, represents and covenants that he will not store hazardous, explosive, flammable, odorous, corrosive, or toxic materials in the Space, and that he will make no use of the Space which would constitute a nuisance, annoyance, inconvenience, or danger to Owner or any other Occupants. All property shall be stored inside the Space and any property left outside is subject to removal and disposal with no liability on the part of Owner. No signs or any other appurtenances will be allowed without the advance written consent of Owner. Occupant will be responsible for his own trash and garbage removal. At no time will trash be permitted to be burned on Owner's premises.

**7. CHANGE OF ADDRESS**

: It shall be the duty of Occupant to furnish Owner notification in writing, at Owner's address provided herein, of any changes of address or phone number by certified mail, return receipt requested, postage prepaid.

**8. PRIOR LIENS**

: Occupant states that there are no liens upon the property stored or to be stored except as follows:

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**9. OWNER'S LIEN AND ENFORCEMENT**

: PURSUANT TO TENNESSEE CODE SECTION 66-31-104, OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO TENNESSEE LAW. IF ANY MONTHLY PAYMENT IS NOT MADE BY THE 5TH DAY OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, OCCUPANT IS IN DEFAULT FROM THE DATE PAYMENT WAS DUE AND ANY DISCOUNT CREDITED SHALL BE VOIDED. UPON OCCUPANT'S FAILURE TO PAY THE RENT WHEN IT BECOMES DUE OR UPON ANY OTHER DEFAULT BY OCCUPANT, OWNER MAY, WITHOUT NOTICE, AFTER THIRTY (30) DAYS FROM THE DATE THE RENT IS DUE OR OCCUPANT IS OTHERWISE IN DEFAULT, DENY OCCUPANT ACCESS TO THE PERSONAL PROPERTY LOCATED IN THE SPACE (INCLUDING PUTTING AN OVERLOCK ON THE SPACE). THE OVERLOCK PLACED BY OWNER SHALL SERVE AS NOTIFICATION THAT RENT IS DUE AND NOT PAID ACCORDING TO OWNER'S RECORDS. THE OVERLOCK SHALL BE REMOVED ONLY DURING OFFICE HOURS OF THE SELF-SERVICE STORAGE FACILITY. THE OVERLOCK SHALL BE REMOVED WITHIN TWO (2) HOURS AFTER RECEIPT OF ACCEPTABLE PAYMENT OF ALL AMOUNTS DUE. OWNER'S LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST, EXCEPT THOSE WHICH ARE PERFECTED AND RECORDED PRIOR TO THE DATE OF THIS AGREEMENT. OWNER'S LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO THE SPACE. IF OCCUPANT HAS BEEN IN DEFAULT CONTINUOUSLY FOR NINETY (90) DAYS, PERSONAL PROPERTY STORED IN THE SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF PURSUANT TO TENNESSEE CODE SECTION 66-31-106.

**10. CONDITION OF PREMISES**

: Occupant agrees that the Space which is the subject of this Agreement is now in good condition and acceptable for the purpose for which it is leased.

**11. ASSIGNMENT AND SUBLEASE**

: Occupant shall not assign this Agreement or sublet all or any portion of the Space rented hereunder.

**12. FIXTURES AND ALTERATIONS**

: Occupant will make no alterations or additions to the Space without the advance written consent of Owner, and Occupant will have no power to subject the premises to any mechanic's liens. Any alterations, additions or fixtures shall be made at Occupant's sole cost and shall become the property of Owner at termination of this Agreement. However, Owner will have the right to compel Occupant, at Occupant's sole expense, to remove any alterations, additions, or fixtures, and to return the Space to its condition at the time of the execution of this Agreement.

**13. RIGHT TO ENTER**

: Owner will have at all times the right to enter the Space: (1) to view the same; (2) to make any repairs (however, this provision shall not impose any obligation on Owner to make repairs); (3) to ascertain if the provisions of this Agreement have been or are being complied with; and (4) to enforce the provisions of the Agreement, including all rights or remedies. Further, Occupant grants Owner the right to remove any lock or other security device of Occupant securing the Space without notice to Occupant, if Occupant is in default under this Agreement. Occupant agrees that Owner will not be responsible for any loss, theft, or damage to any of Occupant's goods which many occur after Occupant's lock or other security device has been removed. In the event of an emergency, Owner, its agents and/or any representatives of any governmental authority shall have the right to remove Occupant's lock or other security device and enter the Space.

**14. OWNER'S DISCLAIMER OF LIABILITIES**

: It is hereby agreed that Owner is not an insurer and that the payments that are required to be made herein are based solely upon the value of the privilege granted, and Owner shall have no responsibility or liability whatsoever for any loss of any kind or nature to Occupant or Occupant's property whether occasioned by malfeasance or misfeasance in the performance of Owner's or Owner's agents or employees' duties under this Agreement or any injury, loss or damage sustained through burglary, theft, robbery, fire, water damage, mysterious disappearance, rodents, insects, Acts of God, the active or passive acts or omissions of Owner or Owner's agents, and Owner is not liable in any manner for the safekeeping or condition of Occupant's property, nor is Owner responsible therefore, as a warehouseman. Specifically, but without limitation, Owner shall not be responsible in any way for any damage to the property stored in the Space which is the subject of this Agreement, for any reason whatsoever, or for any damage caused by the negligence of Owner, other occupants, or third parties, whether caused by the acts of these parties, or the failure to act which may be claimed to cause loss or damage to Occupant. Owner shall not have or incur any liability for personal injury to Occupant, Occupant's agents or employees, any business invitees or any members of the public visiting Occupant, and Occupant agrees to indemnify and hold Owner harmless from any such claims, including attorneys' fees, incurred by Owner.

**15. INSURANCE**

: Occupant acknowledges that Owner does not have insurance covering Occupant or Occupant's stored property. If Owner's Insurance underwriter rules material stored by Occupant is hazardous to the facility, Occupant must remove objectionable material at once. In addition, if Occupant's use of the Space is such that Owner's insurance rates are increased, Occupant shall pay the increased cost to Owner upon demand. Occupant, at Occupant's expense, shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsement for at least 100 percent of full replacement value of property stored. This insurance is for the benefit of both Occupant and Owner. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees. In the event Occupant elects to waive insurance coverage, he shall do so only by executing the attached Insurance Waiver.

**16. DEFAULT AND TERMINATION**

: If Occupant fails to timely pay any rents or charges due or shall fail or refuse to timely perform any covenant, condition, obligation or term of this Agreement, Occupant shall be in default under this Agreement and Owner shall have the right to terminate the Agreement upon 10 days' notice to Occupant. If Occupant becomes insolvent or if bankruptcy proceedings are filed against Occupant, this Agreement immediately shall terminate without the need for any further notice. After termination of this Agreement and payment of all sums due Owner, Occupant shall remove his property. Occupant agrees that Owner may elect to keep any prepayments remaining after the date of termination as liquidated damages. Owner may terminate this Agreement or modify the conditions of it, including a change in the storage fee, by giving Occupant written notice thereof at least ten (10) days before the modification is to take effect. Occupant shall have the ability to terminate this Agreement upon 20 days' written notice to Owner after the payment of all rent and other charges due hereunder. In the absence of written notice to Owner to the contrary, if all property is removed from the rented unit for thirty

(30) consecutive days and if Occupant has failed to make his monthly payment before the due date, or if Occupant has removed his lock from the rental unit, Occupant shall be deemed to have abandoned the premises and this Agreement shall be deemed terminated.

**17. INDEMNITY**

: Occupant agrees to indemnify, hold harmless and defend Owner, its agents and employees from all losses, damages, claims, demands or lawsuits (including attorneys' fees and costs) that are hereinafter brought arising from Occupant's use of the Space.

**18. TAXES AND FEES**

: Any and all taxes, fees and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, personal property taxes, or any other taxes which may be levied or assessed on the goods to be stored under this Agreement, or that may be deemed to be due because of this Agreement, or that are assessed by any duly constituted local, city, county, state, federal, or other governmental authority, shall be born and paid for by Occupant.

**19. ATTORNEY'S FEES**

: Occupant will be responsible for the payment of Owner's reasonable attorney's fees if Owner engages or retains an attorney with respect to the enforcement of the provisions of this Agreement or 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 expense of the same, including court costs.

**20. GENERAL PROVISIONS**

: This Agreement may be changed or amended only by a written notice signed by Owner and Occupant. The waiver by Owner of any provision of this Agreement will not be deemed to be a waiver of such provision in the future or of any subsequent breach of the same or any other provision of this Agreement. Interest will accrue on all sums due at the highest legal contract rate. Time is of the essence in this Agreement.

**21. SEVERANCE OF UNENFORCEABLE PROVISIONS**

: In the event any provision of this Agreement shall be held to be not valid or unenforceable, it shall not affect the validity or enforceability of the remainder of this Agreement.

**22. COMPLETENESS OF THIS AGREEMENT**

: The making, execution and delivery of this Agreement by Occupant has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or undertakings, written or oral in effect between the parties, relating to the subject matter hereof.

**NOTICE TO OCCUPANT(S): DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ AND FULLY UNDERSTAND THE COVENANTS, TERMS AND CONDITIONS CONTAINED HEREIN.**

**OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS RENTAL AGREEMENT THAT HE HAS READ, UNDERSTANDS, AND ACCEPTS ALL THE COVENANTS, TERMS AND CONDITIONS EXPRESSED IN THIS RENTAL AGREEMENT.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER: RHW, LCC and RDD, LLC  
Tenants in Common d/b/a  
Thompson Lane Self-Storage  
2801 Landers Avenue  
Nashville, TN 37211  
(615) 259-7500**

X \_\_\_\_\_  
OCCUPANT'S SIGNATURE

X \_\_\_\_\_  
OCCUPANT'S SIGNATURE

By: \_\_\_\_\_  
AUTHORIZED AGENT

INSURANCE WAIVER

**OCCUPANTS STORE GOODS AT THEIR OWN RISK**

I understand that RHW, LLC and RDD, LLC, tenants in common, d/b/a THOMPSON LANE SELF-STORAGE and/or its management:

1. Is not responsible for loss or damage to my property;
2. Does not provide insurance for my stored property;
3. Requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss); and
4. Is a commercial business renting space and is not a bailee or warehouseman.

*I acknowledge that I have read the above information .*

- I accept full responsibility for any loss. I am not interested at this time but I realize I may purchase insurance at any time throughout the duration of my lease.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Space #

\_\_\_\_\_  
Occupant's Signature

\_\_\_\_\_  
Print Name