

RENTAL AGREEMENT

MAXWELL MINI-STOR
 312 AIR BASE BOULEVARD
 MONTGOMERY, AL 36108
 PHONE: (334) 263-4214

THIS AGREEMENT, executed at Montgomery, Montgomery County, Alabama,

On this _____ day of _____, 20____, between MAXWELL MINI-STOR, hereinafter called the OWNER
 and the:

<p>OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:</p> <p>Name _____</p> <p>Mailing Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Home Phone (_____) _____ Work Phone (_____) _____</p> <p>Cell Phone (_____) _____ E-Mail Address _____</p> <p>Social Security Number _____</p> <p><i>IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:</i></p> <p>Business Name _____</p> <p>Business Phone (_____) _____ Occupant's Title _____</p> <p><i>IF OCCUPANT IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION BELOW:</i></p> <p>Branch _____ Serial Number _____</p>	<p>GATE ACCESS CODE _____</p> <p>SPACE NUMBER _____</p> <p>APPROXIMATE SIZE _____ X _____</p> <p>DUE DATE _____ OF THE MONTH</p> <p>RENTAL RATE \$ _____ PER MONTH</p> <hr/> <p style="text-align: right;">Administrative Charge \$ 10.00</p> <p style="text-align: right;">Rent \$ _____</p> <p style="text-align: right;">Other (DESCRIBE) \$ _____</p> <p style="text-align: right;">TOTAL MOVE-IN COST \$ _____</p>
<p>ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:</p> <p>Name _____</p> <p>Mailing Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Contact Phone (_____) _____</p> <p><i>IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE</i></p> <p style="text-align: center;">X</p>	<p style="text-align: center;">MOVE-IN COSTS</p> <hr/> <p style="text-align: center;">SERVICE CHARGE SCHEDULE</p> <p>Late Payment Charge</p> <p style="text-align: right;">After Five (5) Days Past Due \$ 20.00</p> <p style="text-align: right;">Additional After Twenty One (21) Days Past Due \$ 10.00</p> <p style="text-align: right;">Returned Check Charge \$ 35.00</p> <p style="text-align: right;">Vacate Notice Not Given \$ _____</p> <p style="text-align: right;">Not Leaving Unit Broom Clean \$ _____</p> <p style="text-align: right;">Damage To Unit (LABOR & MATERIALS) \$ _____ <small>TO BE DETERMINED AT TIME OF VACATING</small></p>
<p style="text-align: center;">TYPE OF PROPERTY TO BE STORED:</p> <p><input type="checkbox"/> HOUSEHOLD GOODS <input type="checkbox"/> BUSINESS GOODS</p> <p><input type="checkbox"/> MOTOR VEHICLE * <input type="checkbox"/> WATERCRAFT *</p> <p><input type="checkbox"/> TRAILER * <input type="checkbox"/> OTHER *</p> <p><small>* INDICATES ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM</small></p>	<p>The first month's rent is hereby acknowledged. The second month's rent is due on ____/____/20____. Each succeeding month's rent is due and payable on the first day of each succeeding month until terminated by either OWNER or OCCUPANT in writing.</p>

1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE ALABAMA SELF-SERVICE STORAGE ACT.
2. PREMISES AND RENTAL AGREEMENT: OWNER hereby rents/leases to OCCUPANT, 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, the accompanying titled property addendum, collectively and herein called the "agreement," and for no other purpose whatsoever.
3. TERMS: The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis under 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 eleven (11) days in advance of vacating date. OWNER may terminate this agreement with or without cause as of the end of any storage term, and OWNER may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice thereof at least ten (10) days prior to the termination date and upon refunding any unearned rental.
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. The first payment of rent shall be for one full month. The second rent payment shall be prorated from the one-month anniversary date of the OCCUPANT'S term to the first of the third month, with subsequent monthly payments due on the first of each succeeding month. Rental payments are not refundable. All monthly rental rates are for a calendar month. OCCUPANT will be required to remove his stored personal property from the premises in a timely manner at the expiration of the term, leave the premises in a neat and orderly condition with ordinary wear and tear excepted, and meet 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.
5. STATEMENTS/NOTICES, RETURNED CHECK CHARGE, PROGRESSIVE LATE PAYMENT CHARGE: 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. There is a service charge for each dishonored check as indicated in the service charge schedule above. There is a Progressive Late Payment Charge for each rent payment or other charge(s), not received by the OWNER by the due date. The Progressive Late Payment Charge is shown above in the service charge schedule. Such charge is due without prior notice as additional rent. 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. OWNER'S LIEN: The Alabama Self-Service Storage Act grants the OWNER a lien upon all personal property located within the premises for rent, labor or other charges present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to said Act. The lien attaches as of the date the personal property is brought to the self-service storage facility and continues so long as the OWNER retains possession and until the default is corrected, or a sale conducted, or the personal property is otherwise disposed of to satisfy the lien. After thirty (30) continuous days in default, the OWNER will notify the OCCUPANT and recorded lienholder(s) of the OWNER'S intentions to proceed with satisfaction of OWNER'S lien. The OCCUPANT may also be denied access to the leased space.
For purposes of OWNER'S LIEN: "Personal Property," means movable property not affixed to land. This term includes, but is not limited to, goods, merchandise, and household items. "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. "Default," means the failure to perform in a timely manner any obligation or duty set forth in the Alabama Self-Service Storage Facility Act or this Rental Agreement and, if applicable the accompanying titled property addendum. The OWNER'S lien is superior to any other lien or security interest, except for any tax lien as otherwise provided by law. Notice to perfected security interests under the Uniform Commercial Code, with the name of the OCCUPANT as debtor, is required before sale.
7. 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 the accompanying titled property addendum. 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 the rules and regulations of this self-service storage facility and a true and exact copy of this agreement and, if applicable, the accompanying titled property addendum.
8. 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

Initials

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

OWNER _____ **OCCUPANT** _____
 BY _____ X _____ TITLE: _____
OWNER'S Agent if a business, give title.