



RENTAL AGREEMENT

This agreement entered into on the _____ Day of _____, 2020. Between, North Georgia Storage LLC, Owner and _____, Occupant, whose address is as follows: Street Address:

City: _____ State _____ Zip Code _____

Phone Numbers: Home: _____ Mobile: _____ Email: _____@_____.com

Unit Number: _____ MONTHLY RENT AMOUNT: \$_____.00 Deposit Amount: \$_____.00

Late Fee \$7.50 after 5th day rent is due. NSF Fee \$35.00. Certified Letter Fee \$20.00

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self-service storage facility identified above as agent for Owner, (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above in the self-service storage facility, situated in the city and county listed above in the state of Georgia, hereinafter referred to as "space". Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

- RENT "Space"**, as used in this agreement, will be that part of the self-service storage facility described above. The Occupant agrees to pay the Owner, for the use of the space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly Installments are payable in advance via mail on or before the **first day** of each month and a like amount for each month thereafter, until the termination of this agreement. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. If any monthly installment is not paid by the **fifth (5th) of the month due (or five days from the due date)**. Or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of the Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self-storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property.
- DENIAL OF ACCESS** If rent is not paid by the fifth (5th) of the month due (or five days from due date). Owner may without notice, deny the Occupant access to the property located in the self-storage facility.
- FEES.** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount as set forth above. If any monthly installment is received after the seventh (7th) day of the month due, Occupant shall pay to Owner a late charge of \$7.50 and if any monthly installment is received after the fifteenth (15th) of the month due, Occupant shall pay to Owner an additional late charge of \$5.00, or up to a maximum of 20% of the lease amount, said late charges to be immediately due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as NSF fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as Sales Fee.
- ABSOLUTELY NO YARD SALES ON PREMISES ARE ALLOWED.** Occupant is responsible for removing any and all items from the storage unit upon termination of the agreement.
- USE AND COMPLIANCE WITH LAW** (a) THE SPACE NAMED HERIN IS TO BE USED BY THE Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space which would cause danger or nuisance to the space or facility. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance,

Initial _____/_____

nor alter, nor affix signs on the space, and will keep the space in good condition during the term of the Agreement. The occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other Irreplaceable items having special or emotional value dot he occupant. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the premises or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Occupant.

- 1) Occupant agrees not to conduct any business out of space, and further agrees that the space is not to be used for any type of work shop, for any type of repairs or for any sales, renovations, decoration, painting , or other contracting in the space. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility Charge as shown above. Unless given written permission by owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate Termination of this agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from any loss resulting from the violation of this provision.
6. **CONDITION AND ALTERATION OF PREMISES** Occupant assumes responsibility for having examined the premises and herby accepts it as being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Occupant. Occupant's Invitees, licensees and guests. Occupant shall make no alterations or improvements to the space without prior written consent of Owner. Should Occupant damage or deprecate this space or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Occupant shall notify Owner immediately of any damage or defect to the space.
7. **LIMITATION OF VALUE** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless Owner has given permission in writing for Occupant to store property exceeding \$5,000.00 in value.
8. **ABANDONMENT.** This Agreement shall automatically terminate if Occupant abandons space. Occupant shall have abandoned the space if Occupant has removed the contents of the space, and/or has removed Occupants locking device from the space and IS NOT current in obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded.
9. **TERMINATION** This agreement shall continue from month to month unless Occupant or Owner delivers to the other party a written notice of its intentions to terminate the agreement thirty (30) days prior to the end of the then current rental month. Upon termination of this Agreement, Occupant shall remove ALL personal property from the space and shall deliver possession of the space to Owner within five (5) working days unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property without being deemed guilty in any manner of trespassing or conversion. A "clean out" FEE of \$150.00 will be assessed for any unit not restored to its original condition.
10. **OCCUPANT'S RISK OF LOSS, INSURANCE, AND PERSONAL INJURY.** A. Risk of Loss, No bailment is created by this agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the leased pace shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. If the Occupant desires to keep the space locked he must provide his own lock and key. Occupant shall assume full responsibility for who has the keys and access to the space. Owner and Owner's employees and agents shall not be liable for any loss or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, hurricanes, rain, tornados, explosions, rodents, Acts of God, the active or passive acts of omissions or negligence of the Owner, Owner's agents or employees. B. Insurance. Occupant, at Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatsoever nature. Insurance on Occupant's property is a material condition of this agreement. Occupant's failure to carry insurance is a breach of this agreement , and Occupant assumes all risk of loss, damage or theft to stored property that would be covered by such insurance. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause. C. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury, death, or property damage or loss arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.
11. **INDEMNIFICATION OF OWNER** Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from Occupant's lease of the space on the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with such removal and storage. Should any of Owner's employees perform any services for Occupant's request, such employee shall be deemed the agent of the Occupant regardless of whether payment for such service is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences; Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.
12. **OWNERS RIGHT TO ENTER** In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Occupant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.
13. **OWNERS LIEN RIGHTS OWNER HAS A STATUTORY LIEN,** THAT IS A CLAIM OR SECURITY INTEREST ON ALL PERSONAL PROPEY STORED IN OCCUPANT'S APCE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROEPRTY AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT, PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE

SOLD OR OTHERWISE DISPOSED OF IF NOT PAYMET HAS BEEN RECEIVED FRO A CONTINUOUS THIRTY-DAY PERIOD AFTER DEFAULT. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE FIFTF OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE. (a) For purposes of Owners' statutory lien; "personal property" means moveable property, not affixed to land, and includes, but is not limited to, goods, merchandise, and household items and specifically excludes motor vehicles or other property evidenced by certificate of title; "Last known address" means that address provided by Occupant in the latest Renal Agreement or the address provided by the Occupant in a subsequent written notice of a change of address. Occupants shall personally delver such notice to Owner or mail such notice by certified mail, return receipt requested with postage prepaid to Owner at the address shown on the Rental Agreement. (b) The Owner's statutory lien is superior to any other lien or security interest, except those which are perfected and recorded prior to the date of this Rental Agreement in Georgia, in the name of the Occupant, either in the county of the Occupant's "last known address" or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom the Owner has knowledge through the Occupant's disclosure in this Rental Agreement or through other written notice. (c) Occupant attests that the personal property in his space(s) is free and clear of all liens and secured interests except for those liens and secured interests Occupant described herein above. The Owner's statutory lien attaches as of the date the personal property is brought to the self-service storage facility. (d) If Occupant has been in default continuously for thirty (30) days, Owner may enforce its lien, provided Owner shall comply with the following procedure:

- 1) The Occupant shall be notified in writing by deliver in person or by certified mail to the last know address of Occupant. The Owner also shall notify other parties with superior liens or security interests as defined in this Rental Agreement. Such notice shall be presumed delivered when notice of delivery, failure to accept delivery, or the impossibility of delivery is received by Owner. (a) Owner's notice to Occupant shall include an itemized statement of the Owner's claim showing the sum due, at the time of the notice, and the date when the sum became due. (b) it shall briefly and generally describe the personal property subject to the lien. The description shall be reasonably adequate to permit the person(s) notified to identify it, except that any container including, but not limited to, a trunk, valise, or box that is locked, fastened, sealed or tied in a manner which deters immediate access to its contents may be described as such without describing its contents. (C) Owner's notice shall notify Occupant of denial access to the personal property and provide the name, street address, and telephone number of the Owner and its designated agent, whom the Occupant may contact to respond to this notice. (d) Owner's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of te notice. (e) It shall state that unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at a public sale to the highest bidder, at a specified time and place.
 - 2) After the expiration of the time given in Owner's notice., Owner shall publish and advertisement of the public sale to the highest bidder, once a week, for two consecutive weeks, in a newspaper of general circulation where the self-service facility is located. (a) The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit is identification, the address of the self-storage facility, and the number, if any, of the space where the personal property is located, and the name of the Occupant; the time, place and manner of the public sale. (b) The public sale to the highest bidder shall take place not sooner than fifteen (15) days after the first publication. (c) if there is no newspaper of general circulation where the self-storage facility is located, the advertisement shall be posted at least ten (10) days before the date of the public sale and in not less than six (6) conspicuous places in the neighborhood where the self-service storage facility is located.
 - 3) If no one purchases the property at the public sale and if the Owner has complied with the foregoing procedures, the Owner may otherwise dispose of the property and shall notify the Occupant of the action taken. Any sale or disposition of the personal property shall be held at the self-storage facility or at the nearest suitable place to where the personal property is held or stored.
 - 4) Before any sale or other disposition of personal property pursuant to this Agreement, the Occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred, and thereby redeem the personal property and thereafter the Owner shall have no liability to any persona with respect to such personal property.
 - 5) A Purchaser in good faith of the personal property sold to satisfy Owner's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the Owner with the requirements of this Agreement.
 - 6) In the event of a sale, the Owner may satisfy his lien from the proceeds of the sale. The Owner shall hold the balance of the proceeds, if any, for the Occupant or any notified secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 33, the "Disposition of Unclaimed Property Act" and as it may be amended. In no event shall the Owners' liability exceed the proceeds of the sale.
14. **SECURITY AGREEMENT** This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Occupant herby waives and renounces its rights to the benefit of the exemptions provided under O.C.G.A 44-13 et seq. and as it may be amended.
15. **OCCUPANT'S LIABILITY** In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner.
16. **ASSIGNMENT AND SUBLETTING**. Occupant shall not assign this Agreement or sublet the whole or any portion of the space hereunder.
17. **WAIVER/ENFORCEABILITY**. In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

18. **ATTORNEY'S FEES.** In the event Owner obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to the Owner the reasonable costs, expenses and attorney's fees incurred in such actions.
19. **SUCCESSION.** This agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.
20. **GOVERNING LAW.** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Georgia.
21. **WAIVER OF JURY TRIAL.** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with the Rental Agreement, Occupant's use of occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.
22. **LIMITED WARRANTY.** This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this space, premises, and facility, and that Occupant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.
23. **RULES.** Occupant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this agreement and incorporated herein.
24. **NOTICE OF CHANGE OF ADDRESS.** OCCUPANT REPRESENTS AND WARRANTS THAT THE INFORMATION OCCUPANT HAS SUPPLIED IN THIS RENTAL AGREEMENT IS TRUE, ACCURATE AND CORRECT AND OCCUPANT UNDERSTANDS THAT OWNER IS RELYING ON OCCUPANT'S REPRESENTATIONS. OCCUPANT AGREES TO GIVE PROMPT WRITTEN NOTICE TO OWNER OF ANY CHANGE IN OCCUPANT'S ADDRESS, ANY CHANGE IN THE LIENS AND SECURED INTERESTS ON OCCUPANT'S PROPERTY IN THE SPACE AND ANY REMOVAL OR ADDITION OF PROPERTY INTO OR OUT OF THE SPACE, OCCUPANT UNDERSTANDS HE MUST PERSONALLY DELIVER SUCH NOTICE TO OWNER OR MAIL THE NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH POSTAGE PREPAID TO OWNER AT THE ADDRESS SHOWN ON THE RENTAL AGREEMENT.
25. **CHANGES.** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other changes, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.
26. **OCCUPANTS LOCK.** Occupant shall provide at Occupant's own expense a lock for the space which Occupant, in Occupant's sole discretion, deems sufficient to secure the space. Space shall be immediately locked upon execution of the agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf.
27. **MILITARY SERVICE.** IF YOU ARE IN THE MILITARY SERVICE, Occupant must provide written notice to Owner. Owner will rely on this information to determine applicability of Sailors and Soldiers Military Relief Act.
28. **NOTICE TO OCCUPANT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.**

Occupant: _____ (Signed)
 _____ (Print Name)

Sweet Gum Mini-Storage _____ (Signed)

Owner/Manager : R. Renneke

Authorized agent for North Georgia Storage & Cherokee Self Storage

North Georgia Storage

P.O. Box 474

Initial ____/____

North Georgia Storage Company LLC Rental Agreement

Mineral Bluff, GA 30559

Phone: (706) 374-7722 Email: northgeorgiastorage@gmail.com

CONTRACT