

SELF-STORAGE RENTAL AGREEMENT

OCCUPANT INFORMATION

Name: _____
Phone: Home _____ Cell _____ Email _____
Address: _____ City _____ State _____ Zip _____
Employer: _____ Work Phone: _____
Military? _____ Branch of Service _____ Active? _____ Reserves? _____

PROPERTY INFORMATION

Auto Make: _____ Model: _____ Year: _____ Color: _____
VIN Number: _____ License Plate: _____

Boat Make: _____ Model: _____
Registration Number: _____ Trailer License Number: _____

Other Property Description: _____

PAYMENT OPTIONS AND INFORMATION: Please choose one and provide the required information.

- Payment to be made via credit card: Credit Card Number: _____
Expiration Date: _____
CVV Code: _____

- Payment to be made via automatic bank draft: Bank/Depository Name: _____
Account Number: _____
Routing Number: _____

Lien Holder Information – Occupant represents that he/she owns and has legal possession of the stored personal property free and clear of all liens except those disclosed as follows: _____

INSURANCE INFORMATION

All occupants are required to maintain liability insurance on any property stored with Undercover Storage. **Policy limits must be in an amount of not less than \$100,000 per occurrence.** Please confirm insurance coverage and provide the relevant policy information below. A copy of an insurance card from your insurer confirming coverage is also required. Insurance coverage must be current and must be maintained and renewed during the entire storage term.

Insurance Company: _____
Policy Number: _____
Policy Amount: _____
Renewal Date: _____

ELECTRICAL SERVICES

Please indicate below if Occupant elects use of electrical services while property is stored on the premises. Please be aware that use of electrical services will result in additional charges as set forth herein.

_____ Yes, I want access to electrical services and agree to the payment of a \$25.00 deposit.

_____ No, I do not want access to electrical services.

TO BE COMPLETED BY UNDERCOVER STORAGE

SLOT NUMBER: _____ SIZE: _____ MONTHLY RENT: \$ _____

ENTRY CODE: _____ BEGINNING DATE OF RENTAL: _____

PRO-RATED % _____ PRORATED 1ST MONTH \$ _____ TOTAL AMOUNT DUE NOW \$ _____

STORAGE AGREEMENT

This Self-Storage Rental Agreement (“Agreement”) is entered into on the date set forth below between Occupant and Undercover Storage (“Undercover”), as follows:

1. **RENT AND LATE CHARGES:** In consideration of the use of the rented space as set forth herein, Occupant agrees to pay to Undercover monthly rent in the amount set forth above and agrees that said amount shall be due and payable **in advance** on the first (1st) day of each month. Rent is due for each month the property is stored on the premises. There will be no refund of rent for space vacated before the end of the rental term. Monthly payments and any additional charges accrued against the account will be automatically and electronically debited from Occupants credit card or bank account identified above on the first day of each month. Initial charges for accounts beginning on a date other than the first of the month shall be prorated and electronically debited from Occupants account on the date the account is created. Thereafter, charges will be debited monthly on the first day of the month. Occupant hereby authorizes Undercover, as the originator, to initiate debit entries to the credit card or bank account of Occupant identified above at the depository or financial institution so identified for all charges due from Occupant to Undercover. It is the responsibility of Occupant to notify Undercover of any changes in credit card or financial account information. Charges made by Undercover which are rejected or refused by the credit card or financial institution, for whatever reason, shall incur a \$25.00 late payment fee and an additional \$50.00 credit card/ACH return charge. Rental charges and late fees which remain unpaid 15 days after the due date shall result in the placing of a padlock or other locking mechanism on the property, the deactivation of Occupant’s entry code and the exclusion of Occupant from the storage premises until all rental charges, including late fees, are paid in full. Undercover reserves the right to change or increase the monthly rental rate upon 30 days written notice to Occupant at the address or email address set forth above.

2. **ELECTRICAL SERVICES.** Electrical services require an initial deposit of \$25.00 at the time the election is made. The deposit will be retained by Undercover and may be used to offset any unpaid electrical bills of Occupant during the duration of this Agreement. If so used, electrical services will be discontinued and an additional \$25.00 deposit will be required before electrical services will be restored. Restoration of electrical services is at the sole and absolute discretion of Undercover and Undercover reserves the right to deny electrical services to any occupant, for any reason, including nonpayment of electrical charges. Upon termination of the Agreement and rental, the electrical deposit will, at the discretion of Undercover, be applied to the last electrical bill of Occupant or refunded to Occupant. Occupant will be responsible for all electrical charges not satisfied by the deposit. Conversely, any balance remaining after application of the deposit to existing electrical charges will be refunded to Occupant.

If elected, Occupant may use the electrical outlets (30/50 amp) provided and designated for the rented unit. Occupant may use only the power outlets designated for Occupant’s assigned slot or slip number. Electrical services and outlets are to be used solely by the Occupant and only for the use, maintenance, and care of the stored property. They are not to be shared with other occupants, used for any manner of personal work and are not to be abused. Electrical charges are based upon Kilowatts (kW) per hour used by Occupant and the utility rates charged by the local utility provider at that time. Occupant shall pay for all electricity used and charged. Utility rates may be changed by the utility provider without notice and Occupant agrees to be responsible for all increases and rate changes. Additionally, Occupant agrees to pay a \$5.00 per month administration and

monitoring charge for electricity use. All charges for electricity use and monitoring will be included on the monthly rental statement and will be due at the same time as the monthly rental charges. If Occupant fails to pay for electrical services, abuses or misuses the power outlets, or otherwise violates this Agreement, as determined in the sole discretion of Undercover, Undercover, in addition to any other remedy set forth herein, may turn off the meter and deny Occupant electricity services until the violation or default is corrected to the satisfaction of Undercover.

If an Occupant elects not to receive electrical services, they are prohibited from using electrical outlets or services, including outlets and electricity services of other occupants. Any Occupant found violating this provision, whether improperly providing electrical services to another occupant or improperly, using the electrical services of another occupant, will be subject to a \$250.00 fine and will be subject to all other remedies set forth herein, including termination of the Agreement.

3. LIEN AGAINST PROPERTY AND DISPOSAL OF PROPERTY FOR UNPAID RENT: **All property stored pursuant to this Agreement is subject to a lien in favor of Undercover as set forth in Miss. Code Ann. Section 85-7-121 through 127 and may be sold to satisfy the lien if Occupant is in default of the terms of this Agreement.** In the event that rent and late fees are more than 60 days past due, the property being stored shall be disposed in accordance with Mississippi law. Occupant shall remain liable for any deficiency that exists after disposal or sale of the property.

4. NO BAILMENT AND RISK OF LOSS OR DAMAGE: This is not a bailment agreement and Undercover is not a bailee. The sole benefit being provided by Undercover is the rental of space to Occupant for purposes of storing Occupant's property. Undercover has no duty with respect to any property stored and exercises no care, custody, or control over stored property. All property stored within the storage premises shall be stored at Occupant's sole risk. Undercover does not insure any stored property and does not provide any insurance which would protect Occupant's property from damage or loss. Occupant is solely responsible for insuring and safeguarding all stored property. Occupant is required to maintain comprehensive or other insurance coverage for all stored property. Neither Undercover nor its employees/agents shall be responsible for or liable to Occupant or any other party for any loss harm, or damage to any property stored on the premises resulting from any cause or condition, including, but not limited to, theft, mold, mildew, vandalism, explosion, fire, smoke, flood, water damage, wind damage, weather related damage, or the acts or omissions of other occupants or third parties and Occupant expressly releases Undercover and its employees/agents from all such claims and causes of action.

5. USE OF SPACE AND COMPLIANCE WITH LAW: Occupant may use the rented space only for the outdoor storage of one approved vehicle or vehicle combination and for no other purpose. Occupant's use of the premises shall at all times comply with Mississippi law and Occupant may not use the property for any unlawful purpose. No maintenance or changing of vehicle fluids is allowed on the premises other than general cleaning. Occupant shall not use the rented premises to perform any repairs, renovations, or improvements to the stored property. Any personal property of Occupant must be stored inside of the approved vehicle or attached to said vehicle. Unsecured property shall be deemed abandoned and will be disposed of without notice to Occupant and with no liability to Undercover. Additionally, all property shall be stored solely within the dimensions of the rented space. Items outside the rented space shall be deemed abandoned and will be disposed of without notice to Occupant and without liability to Undercover. Excluding fuel contained in the fuel tanks of any stored property, Occupant shall not store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious or any other inherently dangerous materials on the premises. Occupant may conduct no business activity on the premises, may not use the premises for residential purposes, and shall engage in no conduct which constitutes a nuisance.

6. CONSENT: Occupant acknowledges that its property is being stored on the private property of Undercover. As such, as to Undercover, there is no expectation of privacy with respect to the property being stored or the individuals that enter the premises. Accordingly, Occupant grants to Undercover, its employees, agents, and retained third parties acting on behalf of Undercover, the unrestricted and irrevocable right to take

and to reproduce photographs, electronic media images and/or video images of the property stored by Occupant at Undercover and of any persons that enter the premises, including Occupant, the family of Occupant or any invitees of Occupant, for purposes of publication, promotion, illustration, marketing, advertising, or any other lawful and legal use or purpose. Occupant unconditionally releases and agrees to hold harmless, defend and indemnify Undercover, its employees, agents, retained third parties, principals, insurers, assigns, and/or related entities of and from any and all claims, demands, suits, damages, and liabilities of every kind, nature and character, arising from the taking, publication and/or use of any said images or video(s). Occupant further waives all rights to compensation for any images or video taken or used by Undercover pursuant to this paragraph.

7. CONDITION AND CARE OF THE PREMISES: Occupant enters the premises at his or her own risk and accepts the premises as is and without any representations of fitness or safety. After inspection, Occupants finds the premises to be in good order and condition. Occupant agrees to pay to Undercover on demand the costs and expenses for any damages or repairs to the premises resulting from the negligence or misuse of Occupant or any invitee or licensee of Occupant. Occupant shall not make any alterations or improvements to the premises. Occupant shall not damage the premises. Occupant shall keep the rented premises clean and free from debris or trash and shall keep the rental space in good condition, subject to ordinary wear and tear. Occupant shall be responsible for any and all damages and costs, including clean up costs, for violation of this provision or this Agreement. All charges for clean up will be billed and charged at the rate of \$25.00 per hour, per person.

8. DEFAULT AND TERMINATION: Either party may terminate this Agreement upon written notice at least 5 days prior to expiration of the current rental period. However, Undercover may immediately terminate the Agreement if Occupant is in breach of any of the terms and conditions set forth in this Agreement. Upon termination - except to the extent that property is subject to the lien rights of Undercover - Occupant shall remove the property from the premises on or before expiration of the current rental period. The rental space is to be left clean and clear of any equipment, discarded items, or trash. Items left behind will be deemed abandoned and will be disposed of by Undercover at the expense of Occupant. Any time spent to clean or clear the rented space after termination shall be billed at the rate of \$25.00 per hour, per person and Occupant shall be liable for all resulting costs and charges. Property subject to the lien rights of Undercover shall not be removed until all outstanding charges and fees have been satisfied in full. If Occupant fails to remove property within the time allowed, Undercover may, at its discretion and without notice to Occupant, enter the stored property of Occupant, forcibly if necessary, and remove all property of Occupant from the premises without any liability to Occupant or to any other party. Occupant expressly authorizes Undercover to exercise such rights and discretion. Undercover shall not be liable for any damage to the property of Occupant resulting from its efforts to enter the stored property or otherwise remove the property of Occupant from the premises. Occupant shall be liable to Undercover for all costs and expenses, including towing expenses, arising from the removal of Occupant's property. Property which is not removed shall continue to accrue monthly storage charges which shall be due by Occupant to Undercover.

9. PERSONAL INJURY OR PROPERTY DAMAGE: Neither Undercover nor any employee, principal, or agent of Undercover shall be liable whatsoever to Occupant or to Occupant's family, friends, employees, agents, invitees or licensees for any personal injury, death or property damage related to or arising from Occupant's use of the storage space or premises or suffered while on the premises, including injury, death, or property damage arising from the negligence or omissions of Undercover or its employee or agents. Additionally, Undercover shall not be responsible or liable to Occupant for any personal injury, death or property damage caused by the actions, negligence, willful acts or failures of other occupants or the invitees or licensees of another occupants. Occupant hereby expressly releases Undercover, its employees, agents, principals, and owners, from any and all claims described and set forth herein.

10. INDEMNIFICATION: Occupant expressly releases and agrees to hold harmless, defend and indemnify Undercover, its employees, representatives, principals, attorneys, insurers, assigns, and/or related entities of and from any and all claims, causes of actions, demands, suits, damages, losses, and liabilities of every kind, nature and character, including, but not limited to, loss or damage to property and claims for personal injury or death, which could or may be asserted against Undercover as a result of any damage, harm, or injury suffered while on

the premises, arising from or related to or arising from Occupant's use of the storage space or premises, or from any activity, work, or action performed by Occupant while on the premises (the "Indemnified Claims"). Such indemnification requirement and the obligation to defend shall include, but not be limited to, the payment of any judgment entered against and any loss, cost or expense incurred by Undercover, including reasonable attorneys fees, because of, related to and/or incidental to the assertion of any Indemnified Claims.

11. ATTORNEY'S FEES: Should legal action be necessary and/or filed by Undercover to enforce any term, condition, or provision of this Agreement or to collect any monies or fees owed by Occupant to Undercover pursuant to this Agreement, Occupant shall be responsible for and liable to Undercover for all costs and expenses, including reasonable attorney's fees, incurred by Undercover in those efforts.

12. NOTICE: It is the responsibility of Occupant to notify Undercover of any change of address or contact information in writing to the address of Undercover stated herein. All notices and correspondence, including any notification required by law, shall be directed to the address or email address provided by Occupant in this Agreement unless changed in writing by Occupant.

13. VENUE, SERVICE OF PROCESS, MISCELLANEOUS:

- a. This Agreement is binding upon Occupant and his or her, heirs, successors, personal representatives and assigns.
- b. No subletting of the rented space is permitted and this Agreement may not be assigned by Occupant.
- c. In the event any part, term or provision of this Agreement is declared or determined to be illegal or invalid by any court of competent jurisdiction, the validity of the remaining parts, terms and provisions shall not be affected thereby.
- d. The terms of this Agreement are contractual and not a mere recital and shall be governed by the laws of the State of Mississippi. Occupant waives its right to trial by jury and agrees that any litigation in connection with this Agreement shall be venued exclusively in the County or Circuit Court of Lee County, Mississippi. Occupant expressly consents to personal jurisdiction in the State of Mississippi for all purposes related to this Agreement and waives all defenses of improper venue. Occupant hereby waives service of process and agrees to receive notice of any suit or legal action via first class mail the to address provided by Occupant herein or via email to the email for Occupant provided herein. If mailed, notice will be deemed complete three (3) days after deposit of the Summons and Complaint in receptacle under the control of the United States Postal Service. If emailed, notice will be deemed complete upon delivery.
- e. No failure or delay by Undercover in exercising any right or remedy provided herein or by law shall constitute or be deemed a waiver of such right.

Agreed to this the __ day of _____, 20__

Occupant: _____

Printed Name: _____