**GEORGIA, APPLING COUNTY**,

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between **U-STORE U-LOCK RENTALS LLC**, hereinafter called **OWNER**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called OCCUPANT, whose last known address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For the consideration hereinafter stated, the Owner agrees to let the Occupant use and occupy a space in the self-service storage facility known as **U-STORE U-LOCK RENTALS LLC**, situated in the City of Baxley, County of Appling, State of Georgia, and more particularly as follows:

Space # \_\_\_\_\_\_\_\_\_\_, Size \_\_\_\_\_\_\_\_\_\_. Said space is to be occupied and used for the purpose specified herein and subject to the conditions set forth for a period of **THIRTY (30) DAYS**, and continuing month to month until terminated. Occupant agrees that notice must be given the Owner seven (7) days prior to vacating the storage unit or Owner may assume Occupant will rent the space for the succeeding month.

 “Space” or “unit” as used in this agreement, will be that part of the self-service storage facility as described above. The Occupant agrees to pay the Owner, as payment for the use of the space and improvements thereon, the monthly sum of $\_\_\_\_\_\_\_. This amount is payable in advance on or before the due date until the termination of this agreement. There will be no pro-rating of monthly rent. There are no refunds on pre-paid rent.

 **Fees.** **Occupant further agrees to pay a one time non-refundable Administration Fee of $10 (ten dollars).**

Rent which is not received by the 10th day after the due date, a $10.00 late fee will be added and payable with that month’s rent. If insurance premium is not received by the tenth day after the due date, the insurance coverage will be cancelled. If any monthly installment is not paid by the tenth day after the due date, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. At such time, Owner may, without notice, deny Occupant access to the property located at Self Storage facility and may overlock the unit to prevent access until all outstanding payments are paid in full. Another $10.00 late fee will be added to occupant’s account if payment is not received 40 days after due date. If occupant hasn’t paid 60 days after due date, a $50.00 Lien public auction processing fee will be added to their account. An additional $25.00 certified letter fee will be added. If occupant’s lock must be cut, a $20.00 Lock Cut Fee will be added to their account. If any check is dishonored for any reason, Occupant shall pay $30.00 Return Check Fee with any additional late fees due. If unit isn’t clean when you leave, there will be a $50.00 cleaning fee.

 **Occupant agrees that the space is to be used for personal storage only**. The space named herein 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 highly inflammable goods (Gas, Diesel, Propane) or any other goods in the space which would cause danger to the space. The Occupant agrees not to store any perishable goods (Food), Tires, and Oil. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement. Occupant agrees not to store any items outside the unit and to dispose of any trash. Occupant agrees not to park, or allow to be parked, any vehicles except in front of the Occupant’s own unit. Parking should be for brief periods so as not to obstruct the flow of tenant traffic in the driveways. Occupant agrees not to make any alterations to unit or paint any signs on the walls or doors of the building. Occupant agrees not to attempt to enter the fenced area of the storage complex except during the hours designated by the Owner. Occupant may not sub-lease the storage unit. Occupant agrees to leave the unit in a clean and undamaged condition or be charged a reasonable fee to make corrections. Owner will have the right to enter any storage unit in an emergency using whatever force necessary.

**OCCUPANT IS RESPONSIBLE FOR ANY INSURANCE COVERAGE FOR THE CONTENTS OF THE LEASED SPACE.**

Owner is **not** responsible for injury, theft, damage, flood or lose of any kind. Owner shall not be liable for any damage or injury of or to the Occupant, Occupant’s family, guests, invitees, or to any person entering the Premises or the building. Occupant is strongly advised to obtain a renters insurance policy to cover their belongs while stored at this facility. I acknowledge and agree to hold this storage facility harmless from any loss or damage or injury that occurs to myself and/or my goods while in storage.

**Occupant Sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Are you Active Military (including Reserves and National Guard)? YES or NO**

**OCCUPANT DEFAULT / OWNER’S LIEN:**

OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT’S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, 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 NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON OCCUPANT’S DEFAULT, OWNER MAY WITHOUT NOTICE DENY OCCUPANT ACCESS TO THE PERSONAL PROPERTY STORED IN OCCUPANT’S SPACE UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE TENTH DAY AFTER THE DUE DATE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM THE DATE PAYMENT WAS DUE.

 For purposes of Owner’s lien: “personal property” means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, household items, and furnishings; “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 a change of address.

 The Owner’s lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or 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. Occupant attests that the personal property in his space(s) is free and clear of all liens and secured interests. The Owner’s lien attaches as of the date the personal property is brought to the self-service storage facility.

 Except as otherwise specifically provided in this rental agreement, the exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in the Occupant. The Owner does not become a bailee of the Occupant’s personal property by the enforcement of the Owner’s lien.

 If Occupant has been in default continuously for thirty (30) days, Owner may enforce its lien, provided Owner shall comply with the following procedure: The Occupant shall be notified in writing by: email, delivery in person or by certified mail or statutory overnight delivery to the last known 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, or on the 14th day following proof of sending by certified mail or electronic email.

 Owner’s notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. 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.

 After the expiration of the time given in Owner’s notice, Owner shall publish an 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 storage facility is located, . The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-service storage facility, and the number if any, of the space where the personal property is located, and the name of the Occupant; and the time, place, and manner of the public sale. The public sale to the highest bidder shall take place not sooner than fifteen (15) days after the first publication. 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. Any sale or disposition of the personal property shall be held at the self-service storage facility or at the nearest suitable place to where the personal property is held or stored.

 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 person with respect to such personal property. The Occupant will be required to move belongs out of storage unit within 3 days of full payment.

 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.

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 44, the “Disposition of Unclaimed Property Act.” In no event shall the Owner’s liability exceed the proceeds of the sale. (Ga. L. 1982, p. 2286, 4; Code 1981, 10-4-213, enacted by Ga. L. 1982, p. 2286, 7; Ga. L. 1983, p. 3, 8; Ga. L. 1984, p. 22, 10; Ga. L. 1992, p. 6, 10; Ga. L. 1999, p. 81, 10; Ga. L. 2000, p. 425, 1; Ga. L. 2000 p. 1589, 3, Ga. L. 2004, p.976 2; Ga. L. 2005, p. 60, 10/HB 915. 10-4-214. Right of parties to create additional rights duties, and obligations not impaired; rights under article additional. Nothing in this article shall be construed as in any manner impairing or affecting the right of the parties to create additional rights, duties, and obligations in and by virtue of the rental agreement. The rights provided by this article shall be in addition to all other rights allowed by law to a creditor against his debtor. History: Ga. L. 1982, p. 2286, 5; Code 1981, 10-4-214, enacted by Ga. L. 1982, p. 2286, 7.

Occupant Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_