



Name: \_\_\_\_\_ Unit \_\_\_\_\_

This Lease made and entered into this date by and between Rivergate Mini Storage, hereinafter referred to as "Lessor" and the undersigned hereinafter referred to as the "Lessee." **[Lease is enforceable when Lessee approves during online rental. Checking the box "under penalty of perjury" that Lessee has read and agrees to the terms of the lease.]**

1. Premises: The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to lease from the Lessor under the following terms and conditions the premises hereinafter referred to as "leased premises," which shall be the rental unit designated above.

2. Term: The term of this Lease shall commence for one (1) month and continuing thereafter as a "month to month" lease.

3. Rental/Move Out: The monthly rental rate is as indicated and excluding the first month, all month-to-month rents must be paid for the whole month leased period even though only a portion of that month's leasing period may be used by the Lessee. Rent is due on the 1st day of each month's leasing period in advance, and no monthly bill will be sent. However, if the rent is not received by the tenth day of the month for the leasing period, then a late penalty of \$10.00 shall be charged and a lock placed on the rental unit. All prepaid rent is non-refundable. Any Lessee who vacates the unit on or after the due date of their monthly rental fee will be required to pay the full monthly fee. Lessee must move out prior to the beginning of the due date. Reoccurring payments cannot be cancelled the day the payment is due. Lessee must provide notification five (5) business days prior to moving out; otherwise, the Lessee forfeits Lessee's security deposit. Emptying a unit and leaving the storage unit open or unlocked is not sufficient "notification" to the Lessor as the "move out" date. Notification may only be documented in one of three ways; (1) voicemail which is automatically noted by date and time stamp; (2) by email, according to the date and time stamped, stating that the Lessee has moved out five (5) days prior to the end of the rental period, or plans to move out five (5) days from the date of the email, or; (3) Lessee giving notification to a manager in person or on the phone; at which time the Lessee will promptly be marked as moved out in the system. Upon notification that the Lessee has "moved out" the Lessee has no more permissible access to the unit or the property. Any notifications must be received by 5:00PM on any of our posted business days to be considered as the official move out date. Absent a timely received notification the official move out date will be the date of our following regular business day. Those Lessee(s) who plan to move out on a day we are closed are strongly advised to give a (5) five day notice to avoid additional charges. Lessee official move out date is determined as follows; (1) move out must be complete by 5:00PM Tuesday through Saturday; (2) move out on Sunday or Monday without (5) five days notice will be considered moved out on Tuesday, unless Lessor has been received notification that lessee is moving out on a nonbusiness day (5) five days prior to the day of move out. No exceptions, timely communication as to your move out date is strongly advised. Further, unnotified move out date is determined as follows; should a manager observe a Lessee having emptied their unit and observe the Lessee leaving the unit unlocked (not relocking the unit), the Lessee status will be promptly changed from "rented" to "moved out". Thereafter, an email will promptly be sent indicating the official date and time of "move out" to the Lessee as notification per the date and time stamp; after which no further action is required by Lessee. Absence receipt of such an email, the actual day the Lessee "notifies" the Lessor that their property has been removed from the rental unit that the Lessee has "moved out" is the day used for calculation of vacating the unit. There are NO REFUNDS of rental fees paid in advance for the rental month or if notice of move out is not made five (5) days prior to moveout so as to avoid the automatic payment processing of reoccurring rental payments.

4. Security Deposits: Upon rental of a storage unit a security deposit of not less than \$25 shall be paid along with the first rent paid. The security deposit and upon default shall and can be applied to the last month's rent, and in the event that the unit is returned to the Management at the end of the rental period in substantially the same condition, empty and swept out and as rented and rent current the security deposit shall be returned within (30) thirty days. Please note we refund deposits one time each month after Move Out and your returned deposit will be mailed to you at that time. Deposit amount may equal from \$25 to one month rent depending on the time of the month a unit may be leased and at the discretion of the Lessor. Lessee must provide notification five (5) business days prior to moving out; otherwise, the Lessee forfeits Lessee's security deposit. Security deposits are forfeited if lease payments are paid late; even if paid in full.

5. Property To Be Stored- Hazardous Materials: Lessee hereby represents and warrants that all property placed in and around the leased premises during the term of this Lease shall be the sole property of Lessee. No petroleum products, explosives, firearms, volatile or flammable chemicals or any other property which would materially increase the hazard of fire shall be stored on the leased premises. No animals shall be stored on the premises, nor may any units be occupied by humans at any time.

6. Insurance: All property stored in or on the leased premises shall be at the sole risk of the Lessee, and the Lessee shall be responsible for securing his own insurance. When securing his/her insurance, Lessee is encouraged to use a lock of sufficient capacity to avoid easy removal with bolt cutters. At no time, may a Lessee place two locks on a unit. A single Lessee's lock may only be inserted into one hole of the door latch and may at no time occupy both locking latch holes. Any Lessee locking device which occupies more than one hole of the door latch will be removed by Lessor and the unit will be locked out until Lessee has arranged with Lessor to relock the unit with a single locking device occupying one hole of the door latch. A Lessee lock is required to be on the unit at all times. Only the Lessee may request a lock be removed.

7. Use of Premises: The premises may not be used for the selling of merchandise or for any other solicitation of the public.

8. Sublease: The leased premises may not be sublet or assigned without the written consent of the Lessor.

9. Hold Harmless: It is expressly understood and agreed by the parties that the Lessor shall not be liable and shall thereby be held harmless for any damage or injury from any cause whatsoever to personal property suffered by Lessee by reason of his use of the leased premises. Specifically, Lessor shall not be held liable for loss due to wind, water, theft, vandalism, or fire.

10. Lessors Choice of Remedy: In the event Lessee violates any term of this Lease, or if any installment of rent remains unpaid for more than sixty (60) days, the Lessor shall have the exclusive right to enter the Lessee's storage unit and remove and dispose of the personal property therein in any manner Lessor so chooses, without any further notice by mail, electronic or otherwise. Lessee hereby waives any future requirement of notice and hereby indemnifies and holds Lessor, or agents, harmless from any damages or loss which may occur.

11. Lien On Contents: In the event Lessee violates any term of this Lease, or if any installment of rent remains unpaid for more than three (3) days, the Lessor shall have a warehouseman's lien on the property stored on the leased premises and, after giving ten (10) days notice, the Lessor may sell the property stored on the leased premises in accordance with T.C.A. 66-31-101, et seq., Rivergate Mini Storage has a lien upon all personal property located at this facility pursuant to T.C.A. 66-31-104 to secure payment of rent, labor, or other charges and all reasonable expenses incurred in enforcing this lien. Upon continuous default for a period of 30 days, Rivergate Mini Storage Company shall enter the leased premises and replace all locks. The Lessee waives any requirement of notice, in writing or otherwise, that if the default is not cured within 30 days from the receipt of written notice, Lessee's personal property stored on the leased premises may be sold at public auction or otherwise to satisfy the payments due. Return of a letter of notice to the Lessee's address on file with Lessor, will result in the sale of any property found within the leased unit without further notice.

12. Lock Removal. If a management lock is placed on the storage unit you have rented for non-payment of rent or any other purpose deemed necessary by the Lessor, please be advised that management will remove management locks ONLY during normal business days and normal business hours of operations. Cutting a lock put on a Lessee's unit by Lessor for any reason will be subject to prosecution for destruction of property and any and all damages to the property will be due and payable to Lessor by Lessee. Lessee forfeits deposit if the unit is locked out due to non-payment, pursuant to #4.

Revised Date: 06/2019. This lease is subject to change by Lessor at any time during its regular course of business. Should a change in the lease substantially affect the terms and conditions herein Lessee will be required to resign an updated lease to remain a month-to-month renter. If lessee does not respond, it is at the discretion of the Lessor as to the ability of the Lessee to continue to rent the unit; but in all instances, if the property remains in the unit for more than 30 days after notification of a revised lease, the Lessee is subject to all of the terms and conditions of the revised lease.

In Witness Whereof, the Lessee acknowledges having read this Agreement and understands all the terms and provisions contained herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
[Lessee's signature is not required if the unit was rented online. The rental statement in ¶ 1 above is attached hereto.]

Approved by: \_\_\_\_\_  
*Rivergate Mini Storage Corporation*