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**Rental Agreement**

**Covington Cove Mini Storage**

**9812 MS-495**

**Meridian, MS 39305**

Name of Primary Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Tenant Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1. RENT MONTH TO MONTH.** The term shall be month to month on the first day of each month and shall automatically extend to cover each succeeding monthly period, unless tenant delivers to Covington Cove Mini Storage at 9812 MS-495 Meridian MS 39305 (herein referred to as "Covington Cove Mini Storage") written notice of his intention to terminate this agreement.  This must be done prior to the first day of the succeeding month.  Tenant shall not be entitled to a refund of first month`s rent for any reason.  Tenant shall not be entitled to a refund of rent for any portion of the month in which the refund request is made.  Covington Cove Mini Storage reserves the right to terminate a lease agreement.

 **2. RENT IS DUE ON THE FIRST DAY OF EACH MONTH.**  The monthly rate shall be payable to Covington Cove Mini Storage on or before the first day of each month and is delinquent if not paid by the 5th of the month.  Covington Cove Mini Storage reserves the right to refuse payment by check.  All payments shall first be applied to outstanding late charges or fees ("Additional Rent") before being applied to the outstanding rent.  In the event of a lockout and/or Denial of Access it is expressly agreed that rent shall continue at current rate for this size unit until paid in full or until termination of the Rental Agreement by Covington Cove Mini Storage, whichever occurs first.  The monthly rate may be changed at any time by Covington Cove Mini Storage by giving written notice to the tenant.  Covington Cove Mini Storage reserves the right to use email to send notices to the tenant and the tenant agrees to receive such notices by email.

**3. COVINGTON COVE MINI STORAGE DOES NOT PROVIDE CLIMATE CONTROLLED UNITS.**  Some storage units are heated or cooled, depending on outside temperature, as an alternative to standard non-heated & cooled units.  Heated & cooled units do not provide constant internal temperature or humidity control and Covington Cove Mini Storage does not guarantee that temperature and humidity will not fluctuate.  Tenant release Covington Cove Mini Storage from liability for damage to stored property (such as mold or mildew) from fluctuations in temperature or humidity from any cause including the negligence of Covington Cove Mini Storage or Covington Cove Mini Storage agents and employees.

**4. ABANDONMENT.**  Your unit must be secured with a lock in the absence of written notice to Covington Cove Mini Storage to the contrary.  If all property is removed from the rental unit for fifteen (15) consecutive days and if the Tenant has failed to make his monthly payment before the due date, OR if the tenant has removed his lock from the rental unit, the Tenant shall be deemed to have abandoned the premises.

**5. AVOID FEES AND LOCKOUT BY PAYING ON TIME.** If the Tenant has an outstanding balance after 5 days of the due date, Covington Cove Mini Storage may deny the Tenant access to the premises. Since Covington Cove Mini Storage may incur additional costs in the event of the Tenant breaching his agreement, Covington Cove Mini Storage can charge additional rent (late charges).  The Tenant has read the list of late charges and "Rules to Store By" addendum to this lease.

**6. YOUR GOODS CAN BE SOLD.**  Covington Cove Mini Storage and its heirs, executors, administrators, successors, and assigns shall have a Lien upon all personal property located at our self-storage facility for rent, labor, or other charges, present or future, in relation to the expenses reasonably incurred in its sale or other disposition.The Lien attaches when the personal property is brought to the self-storage facility and continues so long as Covington Cove Mini Storage retains possession and until the default is corrected, or a sale is conducted, or the property is otherwise disposed of to satisfy the Lien.  The Lien provided for in this section is superior to any other Lien or security interest, except as otherwise provided by law.  Covington Cove Mini Storage`s Lien may be enforced by sending written notice to the Tenant, via hand delivery, by verified mail or by electronic mail to the Tenant`s last known address, of Covington Cove Mini Storage`s claim showing the sum due at the time of the notice and the date when the sum became due.  Tenant shall have thirty days from the date of the notice to pay the balance due or the property shall be advertised for public sale.  Before any sale or other disposition or personal property pursuant to this section, the Tenant may pay the amount necessary to satisfy Covington Cove Mini Storage`s Lien and the reasonable expenses incurred under the statute and thereby redeem the personal property. b) If the property upon which the Lien is claimed is a vehicle and rent and other charges related to the property remain unpaid or unsatisfied sixty (60) days after the maturity of the obligation to pay rent, Covington Cove Mini Storage may have the vehicle towed or may sell the vehicle via public auction.  Covington Cove Mini Storage shall not be liable for the vehicle or any damages to the vehicle once Covington Cove Mini Storage takes procession of the property. c) Covington Cove Mini Storage`s liability arising from the Lien sale is limited to the net proceeds received from the sale of the personal property. d) Covington Cove Mini Storage is not liable for identity theft or other harm resulting from misuse of information contained in a document or electronic storage media that are part of the Tenant`s property sold or otherwise disposed and (ii) of which Covington Cove Mini Storage did not have actual knowledge. **(INITIAL REQUIRED)**

**7. USE OF THE STORAGE UNIT.** Covington Cove Mini Storage is not engaged in the business of storing goods for hire and no bailment is created under this Agreement.  Covington Cove Mini Storage does not have, nor take care, custody or control over Tenant`s stored property.  Tenant agrees to use the storage unit only for the storage of property wholly owned by Tenant.

**TENANT HEREBY REPRESENTS TO LANDLORD THAT THE TOTAL VALUE OF ALL PROPERTY STORED OR TO BE STORED IN THE FUTURE IN THE STORAGE UNIT IS LESS THAN $5,000.** Tenant agrees that the maximum liability of Covington Cove Mini Storage to Tenant for any claim or suit by Tenant, including, but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit, is $5,000.  Nothing in this section shall be deemed to create any liability on the part of Covington Cove Mini Storage to Tenant for any loss of damage to Tenant`s property, regardless of the cause.

**8. PROPERTY IS STORED AT YOUR SOLE RISK.** All of Tenant`s personal property stored within or upon the storage unit shall be at Tenant`s sole risk.  Covington Cove Mini Storage, its agents or employees shall not be liable for any loss of or damage to any personal property while at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, or the active or passives acts or omission or negligence of Covington Cove Mini Storage, its agents or employees.

**9. RENTAL INSURANCE:**  ALL PROPERTY IS STORED BY TENANT AT TENANT’S SOLE RISK, AND TENANT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL INSURANCE POLICIES COVERING THE CONTENTS OF THE UNIT(S). Tenant personally assumes all risk of loss or damage to, or theft of Tenant’s property within the unit(s), however caused, including without limitation, loss or damage due to burglary, occurring while in storage, mysterious disappearance, fire, water, damage, earthquakes, acts of God, vandalism, mold or mildew, rodent or other vermin and all risk of loss or damage to property of Tenant arising directly or indirectly in any way from any matter or thing placed in the unit(s) by Tenant. Tenant agrees that Covington Cove Mini Storage does not list, review or inspect the contents of the unit(s). Covington Cove Mini Storage’s agents, affiliates, authorized representatives, and employees of Covington Cove Mini Storage will not be responsible or have responsibility for loss, liability, claim, expense, damage to property or injury to persons or property, including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Covington Cove Mini Storage or its agents, affiliates, authorized representatives, and employees for the matters released herein. Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not subrogate any claim of Tenant against Covington Cove Mini Storage or its agents, affiliates, authorized representatives, or employees. In no event shall the Covington Cove Mini Storage be liable for any other damages, direct or indirect, special, or consequential, including, without limitation damages for lost profits, business interruption, loss of data or other economic loss arising out of Tenant’s use of or inability to use the unit(s), Covington Cove Mini Storage does not carry insurance on the contents of the storage unit(s). Tenant is responsible for obtaining insurance on the contents of the storage unit(s). Tenant will maintain, at their own expense, adequate contents insurance covering the actual cash value of the personal property contained in the unit(s). Tenant shall provide evidence of contents insurance from the insurer of Tenant’s choice. Tenant may obtain Contents insurance through the Insurance Program made available by Covington Cove Mini Storage at time of agreement; or furnish Covington Cove Mini Storage with certificates(s) of insurance evidencing such coverage from any insurance carrier of Tenant’s choice upon execution of this Agreement. Tenant is advised that their renters or homeowners’ policy may provide the insurance you the Tenant needs. Tenant shall check with its insurance agent to determine if Tenant’s personal property stored at a location other than inside their home or business is covered. Should such certificates of insurance not be received prior to Agreement execution, Tenant consents to their automatic enrollment in the Contents Insurance Program made available by Covington Cove Mini Storage for the minimum amounts of contents insurance coverage. Said coverage shall be removed in the proceeding 30- day rental cycle upon Tenant’s request and provision of evidence of personal property insurance coverage from an alternative provider. Tenant acknowledges reading and understanding the provisions contained in the above two paragraphs and agrees to comply with their requirements. (INITIAL REQUIRED)

Tenant, at Tenant`s expense, is encouraged to have rental insurance. Covington Cove Mini Storage has a contract with Storage Protectors that will be included in the rent payment. Tenant reserves the right to deny coverage with a signed Weave of Liability form.

**10. ANY LIENS ON YOUR STORED GOODS?**

SECURED PARTIES/LIENHOLDERS: TENANT DISCLOSES TO LANDLORD:

(INITIAL REQUIRED) The property which Tenant intends to store in the storage unit is NOT subject to any security interest or lien.

**OR**

(INITIAL REQUIRED) The property which Tenant intends to store in the storage unit IS subject to security interest or lien in favor of:
Name and Address: (Lien Holder address and contact information required)

**11. CONDITION OF THE UNIT.** Tenant has examined the storage unit and agrees that the storage unit is satisfactory for all purposes, including safety, security, and size for which Tenant will use it.  Tenant has had an opportunity to measure the usable interior space of the storage unit and understands that all representation by Covington Cove Mini Storage of the storage unit`s size in terms of measurement are approximate.  Tenant will, at all times, keep the storage unit neat, clean, and in a sanitary condition and will return it to Covington Cove Mini Storage in the same condition as when received by Tenant, usual wear and tear expected.  All repairs to the storage unit or self-storage center, required as a result of Tenant`s acts or omissions shall be at Tenant`s sole cost and expense.

**12. RULES TO STORE BY.**  DO NOT STORE any of the following: food, explosives or ammunition petroleum products (e.g. gasoline, diesel fuel, kerosene, mineral spirits, etc.): other flammables (e.g. paint thinners, propane or butane gas, etc.) hazardous or toxic materials, substances, or wastes live animals or odor-producing materials.  DO NOT LITTER.  Dumpster is for our Covington Cove Mini Storage use only and is NOT provided for Tenant disposal of personal items, petroleum products, hazardous or toxic materials, landscaping materials or any other items unless it has been paid for.  Covington Cove Mini Storage shall have the rights to promulgate rules and regulations for this operations, safety, care and cleanliness of the premises, or the preservation of good order on the facility.  Tenant agrees to follow all of Covington Cove Mini Storage`s rules now in effect, or that may be put into effect from time to time.

**13.  Covington Cove Mini Storage IS NOT LIABLE FOR BODILY INJURY.**  Covington Cove Mini Storage, its agents and employees shall not be liable to Tenant for injury or death to Tenant as a result of Tenant`s use of the storage unit or the self-storage facility, even if such injury is caused by the active or passives acts or omissions or negligence of Covington Cove Mini Storage, its agents or employees.

**14.  YOU WILL INDEMNIFY Covington Cove Mini Storage.**  Tenant agrees to indemnify, hold harmless and defend Covington Cove Mini Storage, its agents and employees from all claims, demands, or lawsuits (including attorney`s fees and all costs) that are hereinafter brought by others arising out of Tenant`s use of the premises, including claims for Covington Cove Mini Storage`s active negligence.

**15.  STORAGE OF HAZARDOUS MATERIALS PROHIBITED.**  Tenant is strictly prohibited from storing or using in the storage unit, or on the premises, petroleum products, flammable materials, or materials and substances classified as hazardous or toxic under any local, state, or federal laws or regulations, and from engaging in activities  that produce such products, materials, substances, or wastes associate therewith.  Tenant`s obligations of indemnity as set forth in the Rental Agreement specifically include any cost, expense, fines, or penalties imposed against Covington Cove Mini Storage, arising out of the storage or use of any hazardous or toxic material by Tenant, Tenant`s agents, employees, invites, or guests.  Covington Cove Mini Storage may inspect any vehicle Tenant drives onto the premises and enter the Tenant`s storage unit at any time to remove and dispose of prohibited items.

**16. DO NOT MAKE CHANGES TO YOUR UNIT.**  Tenant will make no alterations or addition to the leased unit or units without the advance written consent of Covington Cove Mini Storage, and Tenant will have no power to subject the premises to any mechanic`s lien.  Any alterations, additions, or fixtures shall be made at Tenant`s sole cost and shall become the property of Covington Cove Mini Storage at termination of this Agreement.  However, Covington Cove Mini Storage will have the right to compel Tenant, at Tenant`s sole expense, to remove any alterations, additions, or fixtures, and to return the unit or units to their original condition at the termination of the Agreement`s terms.

**17. WE CAN ENTER YOUR UNIT.** Covington Cove Mini Storage will have, at all times, the right to enter the unit or units to make any repairs (however, this provision shall not impose any obligation on Covington Cove Mini Storage to make repairs) to ascertain if the provisions of this Agreement have been or are being complied with and to enforce the provisions of the Agreement including all rights or remedies.  Further, Tenant grants Covington Cove Mini Storage the right to remove any lock or other security device of Tenant securing the unit without notice to Tenant, if Tenant is in default under this Agreement.  Tenant agrees that Covington Cove Mini Storage will not be responsible for any loss, theft, or damage to any of Tenant`s goods which may occur after Tenant`s lock or other security device has been removed.  In the even of an emergency,  Covington Cove Mini Storage or its agents or any representatives of any government authority shall have the right to remove the Tenant`s lock and entire his unit.

**18. DO NOT LEASE YOUR UNIT TO SOMEONE ELSE.** Tenant shall not assign this Agreement or sublet the whole or any portion of the space rented.

**19. LET US KNOW IF YOU CHANGE YOUR ADDRESS.** It shall be the duty of the Tenant to furnish Covington Cove Mini Storage notification, in writing, of any changes of physical address, mailing address, phone number, email.

**20. NO ORAL AGREEMENTS ACCEPTED.** This Agreement contains the entire agreement between "Covington Cove Mini Storage" and the Tenant, and Tenant agrees that he is not relying and will not rely upon any oral representation made by Covington Cove Mini Storage, and of its agents or employees purporting to modify or add to this Agreement in any way.

**21. ATTORNEY`S FEES.** In the event of any litigation arising out of this Agreement or the use of storage facilities owned by Covington Cove Mini Storage, Tenant agrees to reimburse Covington Cove Mini Storage all costs associated with such litigation, including reasonable attorney`s fees.

**RULES TO STORE BY**

1. Your monthly rent is (RATE) and is due on the first of each month.
2. You can pay online by credit card or ACH. (If your account becomes 30 days or more delinquent, only cash or bank cashier`s check will be accepted at Community Bank 5012 MS-39 North Meridian, MS 39301)
3. If we have not received your payment by the 5th day of the month, late fee will be applied. If payment is not received by the 10th day of the month.
4. If no payment is made for 45 days, we will process your unit for public auction. A $50 Foreclosure Fee will be charged.
5. Speed Limit on the property is 5mph at all times.
6. We do not assume liability for the items you store. Tenant is responsible for maintaining Insurance or Low Cost Storage Protector Tenant Insurance on all stored property.
7. Do not store any of the following: Food, explosives or ammunition, inflammables (e.g. gas, paint, etc.), live animals, toxic material, or odor-producing materials.
8. The storage unit must be vacated on or before the paid-to-date. WE REQUIRE A 10 DAY ADVANCE NOTICE OF MOVE OUT.
9. The storage unit must be broom clean, emptied, in good condition and ready to re-rent.
10. Tenant`s lock must be removed upon termination of occupancy. FAILURE TO REMOVE LOCK WILL RESULT IN CONTINUED RENTAL CHARGES AND LATE FEES UNTIL LOCK IS REMOVED.
11. Access hours are from 6am until 10pm, Monday through Sunday.
12. Office hours are from 9am until 5pm, Monday through Friday. Saturday, 9a-2p.
13. Only one lock is allowed per door latch. If more than one lock is found, you may be subject to a $25 fee for the removal of that lock.
14. Please keep us updated of any address changes, email address and/or phone number changes. Until we are notified in writing with your signature, the only valid address and telephone number present is on the lease. It is the customer`s responsibility to provide changes in writing.
15. Please leave aisles clear and do not block another tenant`s door.
16. Delivery drivers are to be met promptly and are not to block the front driveway or gate under any circumstances.
17. Do not connect any electrical device to service outlets without prior permission from Management.
18. DO NOT LITTER. Anyone caught misusing the dumpster will be subject to a fee of $75 per occurrence.
19. All late fees and lien charges are an estimate of costs incurred to collect.
20. DO NOT leave your vehicle on the premises overnight.
21. ALWAYS lock your unit when it is unattended, even for a moment.
22. DO NOT use your unit as a nuisance, annoyance, inconvenience, or danger to anyone.
23. We will strictly enforce all policies and conditions in our contract. We do not make exceptions.

Thank you! We appreciate your business and look forward to you having a pleasant stay with us. If we can be of further help, please let us know.

**RECOVERY OF COLLECTION EXPENSES**
This detail of late fees and the days on which they occur are found on the Customer Info Sheet of your Rental Agreement.

5 Days Late … $15.00 Late Fee
10 Days Late … $15.00 Late Fee
45 Days Late … $50.00 Lien/Foreclosure Fee
Auction Day Payment … $25.00 Auction Cancellation Fee
Collections Agency Expenses … $200.00

All Fees are Subject to Change