

Skyland East Self Storage
www.taylorpropertiesllc.com
5461 SKYLAND BLVD. E. COTTONDALE, AL 35453
(205) 722-0501 office@taylorpropertiesllc.com

VACANT LOT RENTAL AGREEMENT

INFORMATION REGARDING TENANT:

How did you hear about us? _____

Full Legal Name: _____ DOB: _____

Patron's Street or P.O. Box Address: _____

City: _____ State: _____ Zip: _____

Home Phone No.: _____ DL State & No.: _____

Employer: _____ Work No.: _____

Email Address: _____

I AGREE THAT TAYLOR PROPERTIES, LLC MAY USE THIS EMAIL ADDRESS & THE ALTERNATE EMAIL ADDRESS FOR ANY & ALL CORRESPONDENCE INCLUDING EMERGENCY NOTIFICATION. Initial _____

Cell No.: _____

I AGREE THAT TAYLOR PROPERTIES, LLC MAY USE THIS CELL NUMBER & THE ALTERNATE CELL NUMBER FOR ANY & ALL CORRESPONDENCE INCLUDING TEXTING CAPABILITY & EMERGENCY NOTIFICATION. Initial _____

ALTERNATE CONTACT:

Contact Person: _____ Contact Phone No.: _____

Contact Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Please Remit Payments to:
Taylor Properties, LLC
5461 Skyland Blvd East
Cottondale, AL 35453

If paying by Credit Card (Visa or Master Card Accepted)

Name on Card: _____ Credit Card No.: _____

Billing Address for Card (if different from Patron Address): _____

City: _____ State: _____ Zip: _____ Exp. Date: _____

Lot # _____ Gate Access # _____

This Agreement for rental of a lot is entered into this _____ day of _____ 20__ between Taylor Properties LLC, DBA Skyland East Self storage, herein called "Owner," located at 5461 Skyland Blvd. East Cottdale, AL 35453 (the "Premises"), and _____ (the "Tenant"). This agreement shall be in effect for the entire period of time selected from the rate plans listed below. All rent on the Lot rented is due and payable in full for the rental period whether you are parked in the Lot or not. All provisions of this agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties identified above.

Lot Type (circle one): RV Boat Car Other (please describe) _____

DESCRIPTION OF RV:

Make _____ Year _____ Color _____ State ____ Length _____ Tag# _____

THIS VACANT LOT AGREEMENT SHALL BE FOR STORAGE OF TENANT'S ARTICLES ONLY (TENANT WILL NOT BE ALLOWED TO OCCUPY THE UNIT STORED ON THE LOT AS A RESIDENCE IN ANY FORM, NEITHER IN A TEMPORARY NOR PERMANENT MANNER-NO WATER AND/OR SEWER SERVICE WILL BE PROVIDED)

Initial _____

This agreement shall be for: A month-to-month basis

As described: _____

FOOTBALL VACANT LOT PACAKGES

- Fenced storage (without power): \$225.00 Covered storage (without power): \$900.00
- Fenced storage, 20 AMP power: \$400.00 Covered storage, 20 AMP power: \$950.00
- Fenced storage, 30 AMP power: \$450.00 Covered storage, 30 AMP power: \$975.00
- Fenced storage, 50 AMP power: \$550.00 Covered storage, 50 AMP power: \$1,065.00

The rental amount due for this agreement shall be \$ _____ per _____. Initial _____

Power Requirements (circle one):

No power 20 AMP power 30 AMP power 50 AMP power

1. LOT: Tenant rents from Owner LOT NUMBER _____ hereinafter the "Lot" for a fee of \$ _____ per _____. Tenant may not assign or sub-rent the Lot without the written permission of the Owner. Any and all extension power cords and power adaptors to reach utility connections are at Tenant's responsibility and expense. Tenant must check in at the office before storing on the Lot. Owner reserves the right to have Tenant reposition the item(s) on the Lot. **Football season may demand that you relocate your RV to another lot for August 1st to November 30th.**

2. RENT: Owner acknowledges receipt this date of \$ _____, and this amount is payment for the lot indicated above for the terms indicated above. In the event that this payment does not pay the total amount due under the terms of this agreement, **Tenant agrees that payment must be made in advance.** Rent is payable to Owner at the above address without demand. In the event that Tenant defaults in payment, it is agreed that monthly rent continues to accrue for each month or portion thereof that Tenant's personal property remains on the Lot and until default is cured. **Power may be disconnected, at the discretion of the owner, if rent is not paid in advance.** Furthermore, in the event that rent is not paid in advance, the monthly storage rates shall apply and rules and obligations pursuant to "The Self Storage Act" (ALA Code 1975) as amended shall apply and be subject to Owner's lien rights as referenced below. Partial payments made to cure a default will not delay or stop the sale of tenant's property as further referenced herein, nor do partial payments waive or avoid the legal effect of notices, including prior notices, given to Tenant. Owner reserves the right to refuse payment by check and to require cash payment of past due rents and other charges. All payments made by check or money order must contain the number of the Lot for which payment is intended. Owner is not responsible for any damages incurred as a result of Tenant's failure to include the Lot number on payments or other correspondence. There will be no partial month refunds on pre-paid rent.

(A) If this is a month-to-month agreement, Monthly rent shall be due and payable on the 1st day of each successive month this Agreement remains in effect. Rent is payable in advance and the first month's rent may be prorated to achieve a desirable due date for rent payments, though proration of rent shall not apply at the termination of this agreement. Rent paid more than 5 days late or checks that are returned which cause owner to incur substantial damages and, thus, Tenant agrees to pay owner, as additional rent, **\$15.00** for each rent payment made more than 5 days beyond the due date, an additional late charge of **\$15.00** for each rent payment made more than 15 days beyond the due date, and **\$30.00** for each returned check. If Tenant's lock must be cut for any reason, Tenant will be charged a lock cutting fee of **\$30.00**.

(B) If this is a per diem agreement, full payment for the expected term must be paid in advance. In the event that Tenant's possessions remain on the Lot beyond the initial term, this agreement will automatically convert to a month-to-month agreement and the payment requirements described

in 2A above shall be in effect.

3. TERMINATION: Upon termination of the rental term and any continuation thereof, should the Tenant's possessions remain on the Lot, the monthly storage rates will apply and rules and obligations pursuant to "The Self Storage Act" (ALA Code 1975) as amended shall apply and be subject to Owner's lien rights as referenced below. Tenant agrees to leave the Lot in good condition and agrees to pay all reasonable costs associated with repairs and cleanup in the event that the Lot is damaged or left in an unclean state.

4. TENANT'S ACCESS: Tenant's access to the Premises and the Lot may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. At Owner's discretion and without obligation of Owner, such measures may include, but are not limited to, requiring verification of Tenant's identity, limiting hours of operation, inspecting vehicles that enter the Premises, and inspecting locks applicable to the doors and enclosures. Owner reserves the right to close any open doors or enclosures and demand that the tenant maintain all personal property and possessions in a secure manner.

5. USE AND COMPLIANCE WITH LAW: Tenant agrees not to use the Lot for any unlawful purpose and that no property will be stored in the Lot unless Tenant has full legal right to have such property in Tenant's possession. Storage of flammable, explosive, toxic, noxious, odorous, or other dangerous materials is strictly prohibited. Tenant shall not store any property in violation of any ordinance, order, or requirements imposed by the Board of Health, Sanitary, Police or Fire Department, or any other governmental agency, nor do or cause to be done any act that may create a nuisance. Tenant acknowledges that the Lot may be used for the personally owned items only, and specifically agrees that the Lot will not be used for the conduct of a business for any period of time whatsoever. Use by Tenant of any dumpsters on the Premises is prohibited. Additionally, Tenant shall not use the Lot for: (1) Sanding or spray painting (2) Any use which constitutes a shop or service facility (3) Automobile repair (4) Practice facilities for bands or other individuals or musical groups (5) Garage sales, flea markets, or sale of any kind directly from the Lot (6) Any use which involves alteration, structural change, or defacement of the Premises (7) Storage of any food or liquid or anything likely to attract pests, rodents, or animals such as grass seeds, etc. (9) An address to be advertised or used for any purpose. NOTE: Any violation of the provisions within this paragraph shall be grounds for immediate termination of this agreement at the discretion of the Owner and Tenant hereby agrees to hold Owner, Owner's representatives, and other Tenants harmless and to indemnify, save, and defend such entities for any loss resulting from the violation of such provisions.

6. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OF TENANT: It is specifically understood and agreed that no bailment is created hereunder. The exclusive care, custody and control of Tenant's property shall remain vested in Tenant and all property stored within the Lot by Tenant or stored on the Premises shall be at Tenant's sole risk. Owner and Owner's representatives shall not be liable to Tenant for any damage to, or loss of, any personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, moisture damage from concrete flooring, mold, mildew, mysterious disappearance, rodents, Acts of God, explosion, or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Owner and Owner's representatives shall not be liable to Tenant or Tenant's representatives, invitees, or family members for any personal injury or death to any of them arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, mysterious disappearance, rodents, Acts of God, explosion or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Neither Owner nor Owner's representatives are liable for any loss or damage resulting from failure, interruption or malfunction of utilities. **Owner is required to carry no insurance which in any way covers any loss whatsoever that Tenant may have or claim in relation to the ARTICLES STORED ON LOT.**

7. RELEASE OF LIABILITY AND INDEMNITY: Tenant hereby releases Owner and Owner's representatives from liability for any damage to or loss of Tenant's personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, wind, water, flood, mysterious disappearance, rodents, Acts of God, explosion, failure of tenant to lock doors and enclosures or secure any and all possessions about the lot, or the active or passive acts, omissions or negligence of Owner or Owner's representatives. Tenant also hereby releases Owner and Owner's representatives from any liability for any injury or death to Tenant or Tenant's representatives, invitees, or family members as a result of any use of or presence on or at the Lot or Premises by any of them, even if such injury or death is caused by the active or passive acts, omissions or negligence of Owner or Owner's representatives. Tenants are responsible for any children they bring onto the Premises. Tenant hereby expressly further agrees to indemnify and hold harmless and defend Owner and Owner's representatives from and against any and all claims (including claims for property damage, personal injury or death), demands, actions or causes of action (including attorney's fees and costs) that are herewith brought by anyone arising out of or in connection with the use of or presence on or at the Lot or Premises by Tenant or Tenant's representatives, invitees, or family members, including claims allegedly arising from the active or passive acts, omissions or negligence of Owner or Owner's representatives.

8. NOTICES: All notices required under this Agreement will be sent to Tenant at the address given by tenant, via email unless otherwise agreed, and shall be deemed delivered when sent by Owner. Tenant agrees to furnish owner with written notice of any change of email address, mailing address, or phone number and Tenant agrees that unless Owner is notified of such change in writing, Tenant may be contacted or notified at the address and/or telephone numbers provided above in case of emergency, for collection, delinquency or default under any terms or conditions of this agreement.

9. OWNER'S REMEDIES AND LIEN UPON DEFAULT: (a) Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein due. If any rent or charge shall be due and not paid, or if Tenant shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, Tenant shall be conclusively deemed in default. Upon any default by Tenant, Owner shall have the right, without notice to Tenant, to install a wheel lock on the unit until default is cured. The right to deny access to Tenant shall be in addition to all other liens and/or remedies provided by law to secure and collect rent, labor or other charges, present or future, as a result of Tenant's storage of personal property or other use of the Lot, including expenses necessary for preservation or reasonably incurred in the sale of or other disposition of property. (b) Notwithstanding any re-entry, locking of unit, or taking of possession by Owner as provided under this Agreement, Tenant's liability for rent and charges provided for herein shall not be extinguished prior to termination of this Agreement and Tenant shall be personally liable for, and the personal property located in the Lot shall be subject to a lien for all rents and charges to the date of termination of this Agreement, damages for the breach of the Agreement, court costs, attorney's fees, expenses incurred for the removal and/or disposition, disposal or destruction of personal property and any costs of repair. In the event of a sale of goods as provided herein, it is agreed that

the date of such sale shall constitute the date of termination of this Agreement.

11. OWNER'S LIEN RIGHTS: (a) Owner has a statutory lien upon all personal property located on the Lot for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to the "Self Service Storage Act," Alabama Code (1975) as amended. Pursuant to said act, all articles stored under the terms of this rental agreement will be sold or otherwise disposed of if no payment has been received for a continuous 30-day period. Owner shall notify Tenant that it has taken possession of the Tenant's stored property and that the property is subject to sale if the rent and/or other charges are not paid within 30 days of continuous default. In the event that sale or disposal of Tenant's property becomes necessary, Owner is authorized, in addition to other legal rights, including those referenced in the preceding section, to enter the Lot and take possession of or remove the personal property to other suitable space pending its sale or other disposition. Owner is also authorized to place its own locking mechanism on the vehicles, campers, or other items stored on the Lot until such contents are disposed of in the manner hereinafter provided. Additionally, Tenant hereby contractually grants Owner a lien in all goods stored in the Lot. (b) After 30 days of default, in full or part, Owner may sell Tenant's stored property singly, in lots, or as a whole. After 30 days of default, in full or part, Tenant will be liable to Owner to pay reasonable fees for the sale and disposition of the property and will be charged a sale publication fee of \$150.00 and a sale fee of \$500.00. These fees may be charged even if the sale is not physically conducted due to Tenant reclaiming the property. Owner shall be allowed to bid on the property at the sale. Proceeds of the sale will be applied to the rent, fees and charges owed by Tenant to Owner. If proceeds are insufficient to pay such rent, fees and charges, Owner may seek to enforce its right to recover the balance from Tenant. In the event proceeds of the sale exceed the full amount of all rent, fees and charges owed by Tenant to Owner, Tenant will be notified at Tenant's last known address and Owner will hold such excess funds for the benefit of other lien holders or the Tenant for such period of time required under the "Self Service Storage Act," Alabama Code (1975). Prior to the sale, Tenant may reclaim the property subject to the lien by paying, in cash or certified funds, the FULL AMOUNT of all rent, fees and charges owed to Owner and on the further condition that the Tenant forthwith remove all such reclaimed property from the RV Lot and peaceably surrender possession of the Lot to Owner.

12. ABANDONMENT OF TENANT'S PROPERTY: Any property remaining in the Lot or on the Premises after Tenant's default under the terms of this Agreement shall be deemed, in Owner's sole discretion, to have been abandoned, and may either be retained by Owner as its own property or sold as provided by law. If such property or any part thereof is sold, Owner may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of re-entry and sale, cost of moving and storage, any arrears of rent or charges and any damages which the Owner may be entitled hereunder or pursuant to law in the order Owner so chooses.

13. WAIVER: No waiver by Owner, its agents, representatives or employees, of any breach in performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or fault.

14. WAIVER OF EXEMPTION: As to enforcement of this Agreement, Tenant waives all right of exemptions, now or hereafter provided for under the Constitution and Laws of the State of Alabama or any other State.

15. SEVERABILITY CLAUSE: If any part of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion, which shall remain in force and effect. This Agreement shall be construed under and in accordance with the laws of the State of Alabama.

16. EXPENSES OF ENFORCING AGREEMENT: Tenant agrees to pay all cost, including reasonable attorney's fees, incurred by the Owner in collecting delinquent rent, fees or charges or enforcing any of the provisions of this Agreement.

17. WAIVER OF TRIAL BY JURY: Tenant hereby waives the right to trial by jury of any claim or cause of action arising out of or relating in any way to this Agreement.

18. ANTS: Wikipedia defines Ants as Social Insects. The Owner bears no responsibility for Pesticide to control ants.

THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING RENTAL RATE AND OTHER CHARGES, ARE SUBJECT TO CHANGE UPON 30 DAYS WRITTEN NOTICE SENT TO THE EMAIL ADDRESS OF THE TENANT.

CAUTION--IT IS IMPORTANT THAT YOU READ THIS CONTRACT BEFORE YOU SIGN IT.

TENANT'S SIGNATURE: _____ **DATE:** _____

SIGNATURE OF OWNER'S REPRESENTATIVE: _____ **DATE:** _____

Date of payment: _____ **Amount Paid:** _____ **Balance Due:** _____