

# GO MINI'S SAVANNAH

## SMOOTH MOVE, LLC d/b/a GO MINI'S SAVANNAH

### RENTAL AGREEMENT

This RENTAL AGREEMENT ("Rental Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between SMOOTH MOVE, LLC, d/b/a GO MINI'S SAVANNAH ("Lessor"), and "Tenant," whose name and address appear hereinafter, for the rental of a self-contained portable mini storage container as defined by the laws of the state wherein the storage container is located with GO MINI'S SAVANNAH identification number \_\_\_\_\_ and container size \_\_\_\_\_. Said container is rented with the express understanding and agreement that the relationship created hereby between the parties is that of Landlord and Tenant, and no bailment or deposit of goods for safekeeping is intended or created hereunder.

Lessor and Tenant hereby agree that Lessor rents to Tenant and Tenant rents from Lessor that certain self-contained storage container identified herein. Tenant has inspected the storage container and acknowledges that the container is satisfactory for the intended use by Tenant. The container may be used by Tenant for storage either at an address designated by Tenant or at Lessor's storage property as follows:

a. At the following address as designated by Tenant: \_\_\_\_\_

Tenant hereby authorizes Lessor to enter upon the property herein designated by Tenant whenever Lessor deems it necessary to enforce any of Lessor's right covered by this Rental Agreement or by any state or federal law. Tenant hereby warrants to Lessor that Tenant has ownership of said property or is an authorized agent of the owner of such property, and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required. Tenant agrees that at all times during the term of this Rental Agreement the storage container shall remain at the location identified above and not be moved except by Lessor or Lessor's designated agent.

b. At Lessor's storage property located in the Lessor's designated service area. Tenant shall have access to the storage container at Lessor's storage property only during specified hours which are normally 8:00 a.m. to 5:00 p.m. Monday through Friday, by giving at least twenty-four (24) hours notice.

1. **TERM:** The term of this Rental Agreement shall be for thirty (30) consecutive days (herein referred to as "monthly") beginning as of the date first above written and shall continue on a month-to-month (30 day) tenancy until terminated. Rental charged for the initial rental period shall be due in advance on the date first above written and subsequent rentals shall be due in advance on each thirty (30) day anniversary from the date first above written and subsequent anniversaries of that date. Tenant must pay to Lessor each monthly rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be thirty (30) consecutive days. Tenant will not be entitled to a refund of any prepaid rent under any circumstances, whether or not the storage container continues to be in use by Tenant or whether Tenant elects to have container picked up by Lessor prior to the end of any monthly rental period. The monthly rental amount may be increased by Lessor giving notice to Tenant not less than thirty (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

2. **RENTAL AND FEES:** All Monthly Rental charges are due before the beginning of the monthly rental period. For the first month, the delivery, pickup and first month's rent is due before delivery of the container. Relocation charges are payable before the relocation is done. All supplies for sale or rental are payable before delivery. All Rents shall be due and payable in advance as defined herein. The monthly rental for the storage container described herein shall be \$\_\_\_\_\_ monthly plus applicable sales Tax. Should Tenant fail to pay rent by the tenth (10th) day following the due date, then Tenant shall pay a late charge of \$25.00 in addition to any other amounts due, as provided for herein. Delinquency by Tenant in the payment of rent or other charges due under this Rental Agreement for more than thirty (30) days shall require that Tenant pay a lien processing charge of \$45.00 for costs incurred upon Lessor for the delinquent account, including any lien sale costs, whether or not a lien sale occurs. Should Lessor be required to remove Tenant's trash and debris from container at rental term, a cleaning charge of \$50.00 shall be assessed to Tenant's account. In the event that Tenant shall pay by personal check, Tenant also agrees to pay to Lessor a \$30.00 returned check fee for any check returned unpaid by Tenant's bank. Furthermore, Tenant hereby specifically authorizes Lessor to charge Tenant's credit card to cover rental charges and all other costs described herein even if Tenant elects to designate another method of payment.

3. **TERMINATION BY TENANT:** Tenant may terminate this Rental Agreement at the expiration of any term by giving not less than three (3) days advance notice to Lessor. However, Tenant hereby acknowledges that the minimum rental term for the container is thirty (30) consecutive days. No refund of rents shall be made should Tenant elect to terminate this Rental Agreement prior to the end of this minimum rental period.

4. **TERMINATION BY LESSOR/DEFAULT BY TENANT:** Lessor may terminate this Rental Agreement at the expiration of any term by the giving of written notice to Tenant, such notice to be provided in accordance with Section 21 of this Rental Agreement, not less than three (3) days before expiration of the term. For tenancies beyond one (1) month, Lessor may terminate this Rental Agreement as of the last day of the rental month during which this Rental Agreement commenced, by giving written notice to Tenant not less than fifteen (15) days before the end of such rental month. Further, Lessor may terminate this Rental Agreement as of the last day of the rental month, excluding any partial month during which the Rental Agreement commenced, by giving written notice to Tenant not less than fifteen (15) days before the end of the rental month. Further, Lessor may terminate this Rental Agreement upon any default by Tenant on occurrence of any of the following events: (i) Tenant shall fail to pay any installment of the rent required by the Rental Agreement (ii) Tenant shall fail to comply with any of the terms, provisions, covenants or requirements of this Rental Agreement between Lessor and Tenant, other than rent, and fail to cure such failure within ten (10) days after the written notice thereof to Tenant by Lessor; (iii) Tenant shall abandon the container. In the event Tenant defaults under any of its obligations under this Rental Agreement, Lessor may pursue any remedies available under this Rental Agreement or applicable law. Lessor's decision to pursue any remedy shall not prevent Lessor from pursuing any other remedy available under this Rental Agreement, law, regulation or otherwise.

5. **CONDITION OF CONTAINER AT TERMINATION:** Tenant shall remove all of Tenant's property from the container upon termination for any reason unless such property is subject to Lessor's lien rights described herein, and shall immediately deliver container to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of this Rental Agreement, reasonable wear and tear excepted. Container should be clean of trash and debris, and returned in the same cleaned condition (broom swept) as when received. If Lessor is required to clean container, a charge will be added to Tenant's account. (See Fees in Section 2. above) Tenant shall be responsible for any damages occurring during the rental period, wear and tear excepted, the amount of such damages to be determined by Lessor. Tenant hereby authorizes Lessor to remove any personal property left in the container, and retain such property as collateral for payment of the removal charges and other amounts due Lessor.

6. **USE OF CONTAINER:** Only personal property owned by Tenant shall be stored, and Tenant will not store property which is the property of another or in which another has right, title or ownership interest. No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials will be stored by Tenant. Tenant shall not use the container to store any personal property or other property in the container which would violate any law or regulation of any government authority. Tenant acknowledges and agrees that the container is not intended for or suited to the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives, or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stores goods. Tenant acknowledges that container is for storage of personal property only and may not be used for human or animal habitation.

7. **COMPLIANCE WITH LAW/HAZARDOUS MATERIALS:** Storage of hazardous materials in container is prohibited by law, and Tenant shall not store, or permit to be stored, any hazardous materials of any kind in the container. "Hazardous Materials" are defined, for purposes of this Rental Agreement, as any hazardous or toxic chemical, gas, liquid, substance, material, explosive, or waste that is regulated under any local, state or federal law or regulation. Tenant shall comply with all laws, regulations, rules or ordinances of any government authorities governing the use, location and address of placement of the container at any location other than the Lessor's designated storage area.

8. **PACKING AND PACKAGING/MAXIMUM WEIGHT RESTRICTIONS:** Tenant assumes full responsibility and liability for packing Tenant's property and packing Tenant's property into container and removing property from container. Tenant assumes responsibility for securing and tying down property for road transportation. Tenant acknowledges that the maximum weight of Tenant's property contained in the container shall not exceed 10,000 pounds. Tenant further acknowledges that Lessor shall not be responsible or liable for any damage to Tenant's property for any reason, whether damage occurs while it is stored at Tenant or Lessor's designated location, or for damage occurring during moving of container or during over the road transportation, or when container is moved by Lessor for Tenant's failure to make required payments to Lessor.

9. **ACCESS TO CONTAINER AT LESSOR'S DESIGNATED STORAGE:** Tenant will provide driver's license number to Lessor at the time of initial rental of container. This number will be used by Lessor to identify Tenant for Tenant to gain access to Lessor's designated storage location and to the rented container. This identification shall be given by Tenant to Lessor when requesting access or when scheduling a move or delivery of container. Tenant agrees that Lessor shall have the right to refuse access to any person who does not provide the correct access identification. Tenant may authorize his representative(s) to have access by notifying Lessor in advance and providing the driver's license number herein referenced. **DRIVER'S LICENSE NUMBER OR OTHER IDENTIFICATION ACCEPTABLE TO LESSOR(IF OTHER THAN DRIVER'S LICENSE, STATE TYPE OF IDENTIFICATION)** \_\_\_\_\_.

10. **LIMITATION OF LIABILITY:** Neither Lessor or Lessor's agents have responsibility of any kind to Tenant or any person or representative of Tenant for any loss, expense, damage, claim, liability, or injury to persons from any cause. This Limitation of Liability shall include, without limitation, any cause or act by Lessor or Lessor's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Lessor's fraud, willful injury or willful violation of law. Tenant acknowledges and agrees that, in any event, Lessor's and Lessor's agents only liability shall be limited to loss or damage while in Lessor's possession but not exceeding \$,60/lb. per article, with a maximum total settlement of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00).

11. **INDEMNIFICATION:** Tenant shall indemnify and hold Lessor and Lessor's agents harmless from any loss in any manner whatever that may arise out of Tenant's use of the storage container or of Lessor's designated storage location.

12. **INSURANCE: ALL PROPERTY STORED BY TENANT IS STORED AT TENANT'S SOLE RISK AND RESPONSIBILITY, AND ALL PROPERTY AND CONTENTS INSURANCE IS TENANT'S SOLE RESPONSIBILITY:** Tenant may obtain insurance from any insurance provider of Tenant's choice. In the event Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the container, Tenant will personally assume all risk of loss, including damage by burglary, fire, vandalism or vermin. Tenant agrees to provide proof of insurance for stored property if the aggregate value of all personal property stored in the container exceeds Two thousand Five Hundred and 00/100 Dollars (\$2,500.00) and Tenant will provide to Lessor a certificate of insurance for stored property for declared property value. Tenant understands and agrees that Lessor does not list, review or inspect the contents of the container, nor has interest in or concern with the value, quality or type of goods stored in the container pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and/or GO MINI'S SAVANNAH will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, and Tenant hereby releases Lessor and Lessor's agents from any such responsibility. Tenant waives any right of recovery against Lessor or Lessor's agents for the Released Claims herein, and Tenant expressly agrees that the carrier or any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's agents. Tenant understands that Lessor and Lessor's agents are not an insurance provider or insurance agent. Lessor has not explained any coverage or assisted Tenant in making any claims under any insurance policy. Tenant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Tenant's sole responsibility.

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13. **PLACEMENT OF STORAGE CONTAINER:** Lessor will normally attempt to place container on a paved surface or driveway. Tenant understands that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Tenant acknowledges that it may be necessary for Lessor to move vehicle and container on lawn or other unpaved area in order to place container in the parking area designed by Tenant. Tenant hereby relieves Lessor from any responsibility for property damage that might be incurred from placement of the container. Tenant acknowledges that it may be necessary for Lessor to refuse to place container at Tenant's designated parking location when Lessor identifies lack of safe or risk free conditions, and Tenant acknowledges that Lessor may levy a surcharge for difficult or hazardous placement of container.

14. **LESSOR'S ACCESS TO CONTAINER:** Upon the receipt of three (3) days advance written notice, Tenant shall provide Lessor, Lessor's agents, police, fire officials or other government authorities access to the container. Should Tenant refuse or fail to provide access as required, or in the event of emergency or default of any of Tenant's responsibilities hereunder, Lessor, Lessor's agents or any government authority shall have the right to remove Tenant's lock and enter the container to examine the container and its contents, or to make repairs or alterations or take such action as appropriate to comply with any city, state or federal law or regulations governing hazardous materials, toxic or chemical substances or waste, or to enforce any of Lessor's right. In the event the container has been damaged or the Lessor's designated storage location injured in any manner arising from the deliberate or negligent acts or omissions of Tenant, all expenses incurred upon Lessor to make repairs including any expenses to cover investigations of site conditions, or work to clean up, remove or restore container or comply with any applicable law or regulation shall be paid by Tenant as additional rent and shall be due upon demand by Lessor.

15. **LOCK:** A lock suitable to secure container shall be provided by Tenant at Tenant's own expense. Lessor shall not receive from Tenant any combination or keys to such locks.

16. **ALTERATIONS, MODIFICATIONS AND MOVEMENT:** Tenant shall not make any alterations, modifications or attachments to container without the prior written consent of Lessor. Tenant shall not move container from the location where it is placed by Lessor without the prior consent of Lessor in writing.

17. **NO WARRANTIES BY LESSOR:** No warranties whether expressed or implied are made by Lessor to Tenant. Further, Lessor makes no guarantees or representations regarding the condition, safety, security or nature of the container or the Lessor's designated storage location. Tenant hereby acknowledges that he has inspected the container and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

18. **LESSOR REMEDIES UPON EVENT OF DEFAULT:** In the event of any default by Tenant, Lessor shall have the right, at its election, at that time or at any time while such default continues to terminate this Rental Agreement by giving notice to Tenant, in which case Tenant shall immediately surrender container to Lessor. Should Tenant refuse or fail to surrender container to Lessor, Lessor may enter upon Tenant's property and take possession of container, and Tenant's property stored in the container, and expel or remove Tenant without being liable for prosecution or any claim of damages therefore. Tenant hereby agrees to pay Lessor on demand for the amount of all loss and damage which Lessor may incur by reason of termination, whether because of inability to relet the container on satisfactory terms or otherwise. Lessor's application of the remedies hereto shall not preclude Lessor from his right to seek any other remedies provided for under the applicable state laws wherein the storage container is located or under this Rental Agreement.

19. **LESSOR'S LIEN:** TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER OR AT LESSOR'S DESIGNATED STORAGE LOCATION, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE TENANT FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN APPLICABLE STATE STATUTES, AND CUMULATIVE THEREWITH, SHOULD TENANT DEFAULT IN THE PAYMENT WHEN DUE OF ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER APPLICABLE STATE STATUTES, WHICH PROVIDES THAT SUCH PROPERTY WILL BE ADVERTISED FOR SALE BY NEWSPAPER PUBLICATION OR BY POSTING AND BE SOLD TO THE HIGHEST BIDDER AT PUBLIC SALE AT THE LESSOR'S DESIGNATED STORAGE LOCATION OR AT A PUBLIC PLACE REASONABLY NEARBY, AFTER DELIVERY OF WRITTEN NOTICE OF LESSOR'S CLAIM TO TENANT IN ACCORDANCE WITH THE NOTICE REQUIREMENTS CONTAINED IN APPLICABLE STATE STATUTES AND CONTINUATION OF THE DEFAULT UNTIL THE 15<sup>TH</sup> DAY AFTER THE DATE OF DELIVERY OF SUCH WRITTEN NOTICE TO TENANT AND THEREAFTER PUBLICATION OF THE ADVERTISEMENT OF SALE WAS PUBLISHED OR POSTED. THE PROCEEDS FROM ANY SUCH SALE LESS ANY EXPENSES CONNECTED WITH THE HOLDING AND SELLING OF THE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES AND OTHER EXPENSES, SHALL BE APPLIED AS CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE LIEN. NOTICE SHALL BE DELIVERED TO TENANT OF ANY SUCH SURPLUS OR DEFICIENCY AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW AND THE TENANT SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO TENANT BY LESSOR SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED. IF DELIVERED IN PERSON OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED TO TENANT POSTAGE PREPAID, RETURN RECEIPT REQUESTED, AND DEPOSITED IN A REGULARLY MAINTAINED RECEIPTABLE FOR THE U.S. POSTAL SERVICE TO THE ADDRESS PROVIDED BY TENANT IN THE RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS AS TENANT SHALL HAVE NOTIFIED LESSOR BY GIVING WRITTEN NOTICE TO LESSOR AT THE ADDRESS SPECIFIED FOR LESSOR IN THIS RENTAL AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO TENANT'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER IS MOVED BY LESSOR FOR FAILURE OF PAYMENT BY TENANT OR IN ANY OTHER MANNER.

20. **RELEASE OF INFORMATION:** Lessor is hereby authorized by Tenant to release any information regarding Tenant and Tenant's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

21. **NOTICES:** Any notices or demands required to be given under the terms of this Rental Agreement, except as otherwise specifically provided, may be (i) personally served, or (ii) may be served by first class or certified mail, with postage prepaid and deposited in a U.S. Postal Service mail receptacle, or (iii) served via priority overnight mail service. Notices must be addressed to the party to be served at the address provided for this Rental Agreement.

22. **CHANGE OF ADDRESS:** Tenant shall give notice to Lessor of any change of address difference from the address provided in this Rental Agreement within ten (10) days of the change, providing current address and telephone numbers.

23. **ASSIGNMENT:** Tenant shall not subject or assign the container or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant, and by such assignment or transfer, Tenant shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.
24. **TIME AND SUCCESSION:** Time is of the essence of this Rental Agreement. All of the provisions of this Rental Agreement shall apply to bind and be obligatory upon the heirs, executors, administrators, representatives, successors, and assigns of the parties hereof.
25. **CONSTRUCTION:** This Rental Agreement shall be governed and construed in accordance with the laws of the state wherein the storage container is located. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement.
26. **LOCAL ORDINANCES AND REGULATIONS:** Tenant's use of container is subject to county, city, state and local ordinances, rules and regulations, including deed and homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the container. If the container is required to be moved by a governing agency or authority from Tenant's property or assigned location for this container, Lessor will attempt to notify Tenant of such requirement. Tenant hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the container is located other than property owned by Lessor, and the landlord of the property requests that the container be moved or relocated, Tenant hereby gives Lessor full authority to comply with landlord's request and absolves and holds Lessor harmless from liability for any resulting damage to Landlord's or Tenant's property. Tenant will pay the customary charge to Go Mini's for relocation of container.
27. **INDEPENDENT STATUS:** Tenant hereby acknowledges and agrees that Lessor is an independent owner and operator of the business which is renting the container under this Rental Agreement. If Lessor listed in this Rental Agreement is other than GO MINI'S, INC., Tenant acknowledges and understands that Lessor is an independent dealer of GO MINI'S businesses and that GO MINI'S, INC. is neither liable nor responsible for performance under this Rental Agreement in any respect or manner whatsoever.
28. **ENTIRE AGREEMENT:** This Rental Agreement sets forth the entire agreement between the parties hereto and supercedes any and all prior agreements or understandings with respect thereto. There are no representations, agreements, or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Tenant is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.

Tenant and Lessor acknowledge that they have read this contract in its entirety and agree to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date and year first above written, and agree to be bound by all of the provisions herein contained.

LESSOR: GO MINI's SAVANNAH

TENANT: \_\_\_\_\_  
By Name (Print)

LESSOR: \_\_\_\_\_  
By Name (Print)

TENANT: \_\_\_\_\_  
Signature Date

LESSOR: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address City and State

Date

Telephone Number Cell Phone Number

\_\_\_\_\_ Email