

## RENTAL AND SECURITY AGREEMENT

This Rental Agreement made as of the Date of Agreement set forth below between the Tenant named below ("Tenant") and Smith & Weems Development, LLC doing business as "Smith & Weems Storage," ("Landlord").

* Tenant: _____	* Date of Agreement: _____
* Address: _____	* Unit Number: _____ Location: _____
* City, State, Zip: _____	* Security Deposit (paragraph 2): _____
* Telephone: (H) _____ (W) _____	* Monthly Rental: (paragraph 1) _____
* Employed By: _____	Service Charge (paragraph 3) - \$10.00
* DL#: _____ SS#: _____	* = Required information by Landlord

1. Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, on a month to month basis beginning on the Date of Agreement, upon the terms and conditions hereinafter set forth, the Self Service Unit described below (the "Premises"), and Tenant agrees to pay Landlord the Monthly Rental described below in "advance" on the first day of each calendar month, hereinafter referred to as "Anniversary Date." Any fractional part of a month at the beginning of the term shall be paid on a pro rata basis and shall be due and payable upon the execution by Tenant of this Agreement. The monthly rental as stated above shall be subject to change from time to time after thirty (30) days prior written notice to Tenant. Advance rental payment (paragraph 1) and separate "security deposit" (paragraph 2) will both be due upon Date of Agreement.

2. LANDLORD ACKNOWLEDGES RECEIPT OF MANDATORY "SECURITY DEPOSIT" (EQUAL TO ONE MONTH RENTAL), WHICH WILL BE REFUNDED WITHOUT INTEREST IF (A) LANDLORD IS NOTIFIED FIVE (5) DAYS PRIOR TO TENANT'S VACATING THE PREMISES, (B) THE PREMISES ARE LEFT BY TENANT EMPTY, CLEAN AND IN GOOD CODITION, NORMAL WEAR AND TEAR EXCEPTED, AND (C) TENANT IS NOT OTHERWISE IN DEFAULT UNDER THIS AGREEMENT. TENANT RECOGNIZES AND AGREES THAT THE VACANCY DATE SHALL BE THE LAST DAY OF THE CALENDER MONTH, HEREINAFTER REFERRED TO AS "VACANCY DATE" AND THAT THERE SHALL BE NO REFUND OF MONTHLY RENTAL PAYMENTS IN THE EVENT OF VACANCY PRIOR TO SUCH DATE.

3. THIS AGREEMENT SHALL BE AUTOMATICALLY EXTENDED FOR THE FORTHCOMING MONTH OF ITS ANNIVERSARY DATE, UNLESS TENANT DELIVERS TO LANDLORD OR LANDLORD DELIVERS TO TENANT A WRITTEN NOTICE OF TERMINATION AT LEAST FIVE (5) DAYS PRIOR TO THE VACANCY DATE AND TENANT ACTUALLY VACATES THE PREMISES LEAVING THEM EMPTY, CLEAN AND IN GOOD CONDITION. A SERVICE CHARGE OF TEN (\$10.00) DOLLARS SHALL BE ADDED TO ALL RENT NOT PAID WITHIN 5 DAYS OF THE DUE DATE. SUCH SERVICE CHARGE SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE AT THE SOLE DISCRETION OF LANDLORD. LANDLORD HEREBY RESERVES THE RIGHT TO CHARGE TENANT THE MAXIMUM AMOUNT ALLOWED UNDER ALABAMA LAW FOR ANY AND ALL RETURNED CHECKS.

4. INSURANCE OF TENANT'S PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF TENANT AND LANDLORD SHALL NOT BE RESPONSIBLE IN ANY MANNER OR RESPECT FOR LOSS, DAMAGES OR THEFT OF TENANT'S PROPERTY OR ANY OTHER PROPERTY STORED IN THE PREMISES.

5. Tenant will use the Premises for storage only and not for the conduct of a business or for human or animal habitation. Tenant agrees not to use the Premises for any unlawful or immoral purpose. Tenant will not store explosive, highly flammable, or hazardous material on the Premises. Tenant shall be affirmatively obligated in advance to drain all gasoline or other flammable material from any container or machinery stored in the Premises. Tenant further agrees: (a) not to store perishable food or foodstuff, contraband, or materials or goods which emit odors in the Premises or attract insects to the Premises, (b) not to repair automobiles or do similar type work in, on or about the Premises, (c) not to use any apparatus which might make undue noise or set up vibrations, (d) to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises, (e) to maintain the Premises and the entrance thereto in a clean, orderly, healthy condition, and (f) not to use the Premises in any way that would constitute waste of the Premises or that would constitute a nuisance or annoyance to other tenants in the Project. Tenant may not display any signs in, on or about the Premises. Tenant agrees that the Premises are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable property, including without limitation writings, works of art, photographs, or other objects for which no ready resale market exists or which are claimed to have special or emotional value to Tenant. Tenant acknowledges that the value of any item stored in the Premises will not exceed the value of the raw materials of which the item is constituted. No repairs or alterations may be made on the Premises by Tenant or Tenant's agents, employees or guests. Tenant and its agents, employees, and guests will comply with the Rules and Regulations for the Project, as they are amended from time to time at Landlord's discretion, and which shall be posted in the office of the Project.

6. TENANT ACCEPTS THE PREMISES IN "AS IS" CONDITION. ALL PROPERTY STORED IN THE DEMISED PREMISES SHALL BE AT THE SOLE RISK OF TENANT OR THE OWNER THEREOF.

7. The insurance which may be carried by Landlord and/or Tenant against any loss or damage to any person or property shall be for the sole benefit of the party or parties carrying such insurance. Neither Landlord nor its agents, employees, owners, or partners shall be liable to Tenant or Tenant's agents, employees or guests for any acts, events or omissions, including gross negligence, growing out of any reason or circumstance whatsoever resulting in personal injury or death, or loss or damage to any real or personal property while in, on or about the Premises or other real property of Landlord, hereinafter referred to as "Project." TENANT HEREBY EXPRESSLY WAIVES ANY CAUSES OF ACTION WHATSOEVER AGAINST LANDLORD. Tenant shall indemnify and hold Landlord free and harmless from all damages, claims and lawsuits (including claims and lawsuits filed by any agent, employee or guest of Tenant not a party to this Agreement), loss, cost or expenses (including attorney fees) and injuries to persons or property while in, on or about the Premises or Project caused by or growing out of any acts or omissions of Tenant or Tenant's agents, employees or guests, or otherwise caused by Tenant's use of the Premises.

8. Upon vacating the Premises Tenant agrees to clean the Premises thoroughly and to empty them of all contents or to pay Landlord for the cleaning and emptying necessary to restore the Premises to their condition when Tenant's possession commenced, normal wear and tear excepted, regardless of whether the Deposit has been forfeited.

9. This Agreement shall in no event be construed as a conveyance by Landlord or of an estate in land and Tenant shall have no right to assign this Agreement or sublet the Premises. Tenant hereby expressly acknowledges Landlord's right to assign this Agreement without notice to Tenant.

10. In addition to the Landlord's liens as provided under Alabama Law, but not in lieu thereof, Landlord shall have at all times a valid contractual lien for all rentals or other sums of money becoming due hereunder from Tenant, upon all items situated in the Premises, either now or in the future. Tenant hereby waives any and all rights to claim personal property as exempt from levy and sale under any laws of any state or the United States.

11. In case of default of payment of rent by Tenant or Tenant's violation of any other obligation of this Agreement, Landlord is authorized pursuant to the Alabama Self-Storage Act, in addition to all other legal rights, to attempt to cure such default or to enter the Premises and seize and take possession of all property therein and place Landlord's lock on the door(s) of said Premises, without notice, and, if said delinquency or default continues for thirty (30) days, Landlord may give written notice to Tenant and begin enforcement action under Alabama Law. A notice will follow as to the time and place of sale (public or private), and Landlord may enter, take possession of, and sell all or a part of said property, without liability to Tenant or any other party for trespass or conversion. Any property not sold may be donated to charity or discarded. The proceeds of any sale shall be applied first to the expenses of sale, attorney fees, legal costs and rental costs due, and any remaining balance shall be held by Landlord for Tenant, lienholder or other person in interest for three (3) years. After such time any remaining balance shall become the property of Landlord. No action hereunder shall bar the recovery by Landlord of rent or damages for default. Tenant agrees to pay Landlord all Landlord's costs and expenses, including reasonable attorney fees, incurred in collecting amounts due from Tenant or in enforcing any rights of Landlord hereunder. A waiver by Landlord of any default by Tenant will not operate as a waiver of any default at any subsequent time, and the receipt by Landlord of rent with knowledge of a default of any covenant hereof shall not be deemed a waiver of such default.

12. On or before the termination date of this Agreement, whether by Landlord or Tenant, Tenant shall remove all property from the Premises leaving the Premises empty, clean and in good condition. Tenant hereby grants Landlord title to any and all property remaining in the Premises after the date of termination, and Tenant hereby waives any and all claims to such property or the proceeds of sale of such property, if any.

13. This Agreement is subordinate to any lien of any mortgage or mortgages, or any lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or building of which the Premises are a part and to all advances made or hereafter to be made upon the security thereof. In the event of foreclosure on the Project, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Agreement.

14. If Landlord provides an electrical light for lighting purposes in the Premises, Tenant will turn off said light when not in use, and said socket is not to be used for any other purpose other than lighting with the provided bulb. If any extension line or electrical device is connected to said socket or any electrical outlet, or if Tenant leaves the light on when the Tenant leaves the Premises, Landlord, in addition to its other remedies, may assess Tenant a reasonable charge each month (not less than \$10) for such use.

15. In the event of the breach or default by Tenant of any of the covenants, conditions or terms of this Agreement without compromise to any other of its rights, Landlord shall have the right to terminate this Agreement upon five (5) days written notice to Tenant.

16. In the event any provision of this Agreement be found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provision shall be either modified to conform to law or considered severable with the remaining provisions hereof continuing in full force and effect. This Agreement is deemed made in and governed by the laws of the State of Alabama.

17. The terms, covenants and conditions in this Agreement may not be changed orally, but only by an instrument in writing signed by Landlord and Tenant. The above sentence to the contrary notwithstanding, Landlord may promulgate rules and regulations, as herein provided, which shall be deemed a part of this Agreement and enforceable against Tenant and Tenant's agents, employees and guests. This Agreement and such Rules and Regulations constitute the entire Agreement between the parties hereto.

18. Time is of the essence of this Agreement.

19. This Agreement shall not be binding upon Landlord or Tenant until executed by both parties.

20. TENANT REPRESENTS THAT NO UNIFORM COMMERCIAL CODE FINANCING STATEMENT OR OTHER ENCUMBRANCE EXISTS ON ANY PROPERTY PLACED OR TO BE PLACED IN THE PREMISES EXCEPT AS SET FORTH BELOW. IF ANY FINANCING STATEMENT HEREAFTER EXISTS ON ANY PROPERTY PLACED IN THE PREMISES, TENANT SHALL NOTIFY LANDLORD IN WRITING BY PERSONAL DELIVERY OF SUCH FINANCING STATEMENT OR OTHER ENCUMBRANCE.

21. TENANT MAY BE CONTACTED AT THE ADDRESS OR TELEPHONE NUMBERS BELOW OR ANY OTHER LOCATIONS OR TELEPHONE NUMBERS DEEMED NECESSARY TO NOTIFY TENANT IN CASE OF ANY EMERGENCY OR COLLECT ANY DELIQUENCY IN TENANT'S ACCOUNT.

22. All notices, requests, demands and other communications hereunder shall be in writing and shall be duly given if actually received or if duly sent via registered or certified mail, return receipt requested, postage paid to the address set forth in this Agreement or to such other address as a party may from time to time designate in writing for such purpose. Notice by certified mail will be deemed delivered when deposited in U.S. Mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Agreement as shown above.

LANDLORD: SMITH & WEEMS DEVELOPMENT, LLC  
DBA "SMITH & WEEMS STORAGE"

TENANT: By signing below, I agree that I have read and I understand both pages of this Agreement

\_\_\_\_\_  
Authorized Representative for the Rental of Self-Storage Units

\_\_\_\_\_  
Signature of Tenant