

BARNES MOVING AND STORAGE
3015 HIGHWAY 61
CARROLLTON, GEORGIA 30117
770-832-3521

Rental Agreement

OCCUPANT INFORMATION		
NAME:		
DATE OF AGREEMENT:	SSN:	PHONE:
CURRENT ADDRESS:		
CITY:	STATE:	ZIP CODE:
EMPLOYER'S NAME AND ADDRESS:		
CITY:	STATE:	ZIP CODE:
UNIT SIZE:	MONTHLY RENT:	UNIT NUMBER:

Occupant represents that he owns or has legal possession of personal property in the Space. Occupant attests that all the personal property in the space is free and clear of all liens and secured interests.

This Agreement, made and entered into as of the Agreement Date set forth in the heading of this Agreement by and between Barnes Moving and Storage Co., Inc., a Georgia corporation ("Owner"), doing business as "Acme Self Storage" at the self-service storage facility identified in the heading of this Agreement ("Facility"), and the occupant identified in the heading of this Agreement ("Occupant"), whose last known address is set forth in the heading of this Agreement. For the consideration hereinafter stated, the Owner agrees to let the Occupant use and occupy the space identified by Unit and by Unit Size in the heading of this agreement ("Space") in the Facility. Said Space is to be occupied and used for the purposes specified herein and subject to the conditions set forth for the Term specified in the heading of this Agreement beginning on the Agreement Date set forth in the heading of this Agreement and continuing month to month until terminated. "Space," as used in this Agreement, will be that part of the self-service storage facility described above. The Occupant agrees to pay the Owner, as payment for the use of the Space and improvements thereon, the first monthly sum described as the Monthly Rent in the heading of this agreement. Installments of Monthly Rent are payable in advance on or before the first of each month, in the amount described as the Monthly Rent in the heading of this Agreement and a like amount for each month thereafter, until termination of this Agreement. If any monthly installment is not paid by the tenth of the month due, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. Occupant further agrees to pay the sum of one month's fees, which shall be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the Space and to clean up the space at the termination of the Agreement. In the event that the Space is left in a good state of repair, and in a broom-swept condition, then this amount shall be refunded to the Occupant. However, it is agreed to between the parties that the Owner may set off any claims it may have against the Occupant from this fund.

1. The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant.
2. The Occupant agrees not to store any explosives or any highly inflammable goods or any other goods in the Space which would cause danger to the Space. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the Space, and to keep the Space in good condition during the term of this Agreement. Occupant agrees not to conduct any business out of the Space, and further agrees that the Space is not to be used for any type of work shop, for any type of repairs or for any sale, renovations, decoration, painting, or other contracting in the Space. Use of any utilities in the space is strictly prohibited except by express written agreement and arrangement with the Owner and for any additional Utility Charge as set forth in the heading of this Agreement. Violation of these prohibitions shall be deemed a default and be grounds for immediate termination of this Agreement and termination of Occupant's right of occupancy. Occupant agrees to hold owner, other occupants and third parties harmless and to indemnify, save harmless and defend such persons from any loss resulting from violation of this provision.
3. OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON OCCUPANT'S DEFAULT, OWNER MAY WITHOUT NOTICE DENY OCCUPANT ACCESS TO PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE TENTH OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.
4. The Owner's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this Agreement in Georgia, in the name of the Occupant, either in the county of the Occupant's "last known address" or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom the Owner has knowledge through the Occupant's disclosure in this Agreement or through other written notice. Occupant attests that the personal property in his space is free and clear of all liens

and secured interests except for those matters listed in the heading of this Agreement. The Owner's lien attaches as of the date the personal property is brought to the self-service storage facility.

5. Except as otherwise specifically provided in this Agreement, the exclusive care, custody, and control of any and all personal property stored in the Space shall remain vested in the Occupant. The Owner does not become a Bailee of the Occupant's personal property by the enforcement of the Owner's lien.
6. If the Occupant has been in default continuously for thirty (30) days, Owner may enforce its lien, provided Owner shall comply with the following procedure:

The Occupant shall be notified in writing by delivery in person or by certified mail or statutory overnight delivery to the last known address of the Occupant. The Owner shall notify other parties with superior liens or security interests as defined in this Agreement. Such notice shall be presumed delivered as of the date indicated on the proof of delivery, or if there is no proof of delivery, on the fourteenth day after sending as shown by the United States Postal Service or the statutory overnight delivery service.

Owner's notice to the Occupant shall include an itemized statement of the Owner's claim showing the sum due, at the time of the notice, and the date when the sum became due. It shall briefly and generally describe the personal property subject to the lien. The description shall be reasonably adequate to permit the person(s) notified to identify it, except that any container included, but not limited to, a trunk, valise, or box that is locked, fastened, sealed, or tied in a manner which deters immediate access to its contents may be described as such without describing its contents. Owner's notice shall notify Occupant of denial of access to the personal property and provide the name, street address, and telephone number of the Owner or its designated agent, whom the Occupant may contact to respond to this notice. Owner's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. It shall state that, unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and sold at a public sale to the highest bidder, at a specified time and place.

After the expiration of the time given in Owner's notice, Owner shall publish an advertisement of the public sale th the highest bidder, once a week, for two consecutive weeks, in a newspaper of general circulation where the self-service storage facility is located. The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-service storage facility, and the number, if any, of the Space where the personal property is located, and the name of the Occupant; and the time, place and manner of public sale. The public sale to the highest bidder shall take place not sooner than fifteen (15) days after the first publication. If there is no newspaper of general circulation where the self-service storage facility is located, the advertisement shall be posted at least ten (10) days before the date of the public sale and in not less than six (6) conspicuous places in the neighborhood where the self-service storage facility is located.

If no one purchases the property at the public sale and if the Owner has complied with the foregoing procedures, the Owner may otherwise dispose of the property and shall notify the Occupant of the action taken. Any sale or disposition of the personal property shall be held at the self-service storage facility or at the nearest suitable place to where the personal property is held or stored.

Before any sale or other disposition of personal property pursuant to this Agreement, the Occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred and thereby redeem the personal property and thereafter the Owner shall have no liability to any person with respect to such personal property.

A purchaser in good faith of the personal property sold to satisfy Owner's lien takes the property *free* of any rights of person against whom the lien was valid, despite noncompliance by the Owner with the requirements of this Agreement.

In the event of a sale, the Owner may satisfy his lien from the proceeds of the sale. The Owner shall hold the balance of the proceeds, if any, for the Occupant or any notified secured interest holder. If not claimed within two years of the date of the sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 44, the "Disposition of Unclaimed Property Act." In no event shall the Owner's liability exceed the proceeds of the sale.

7. In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, and expenses, including those incurred in the sale and or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of proceeds if any. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.
8. Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5000.00 unless Owner has given permission in writing for Occupant to store property exceeding \$10,000.00 in value. Occupant agrees that the maximum liability of Owner to Occupant for any claim or suit by Occupant including, but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to Occupant for any loss or damage to Occupant's Property, regardless of cause.
9. If any monthly installment is received after the fifth (5th) day of the month due, Occupant shall pay to Owner a late charge of \$10.00. Said late charges to be immediately due and payable without demand by the owner. If any check from the Occupant is dishonored for any reason, all late charges shall be due and payable in addition to the amount specified in the heading of this Agreement the NSF Fee. Although partial payments will be accepted, Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. Partial payments do not waive or void the legal effect or prior notices given to Occupant, Only full payment on Occupant's amount prior to the published auction will date stop the scheduled sale of property.
10. This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a written notice of its intentions to terminate the Agreement five (5) days prior to the end of the current rental month. this Agreement shall automatically terminate if the Occupant abandons the space. Occupant shall be deemed to have abandoned the space if Occupant has removed the contents of the Space and has removed Occupant's locking device from the Space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded. Upon termination of this Agreement, Occupant shall remove all personal property from the Space and deliver possession of the space to Owner within five (5) working days unless such property is subject to Owner's lien rights as referenced in this Agreement. In addition to the statutory and contractual remedies provided for in the Agreement, Owner may exercise any other remedies available to Owner at law or in

equity for Occupant's breach of the terms of this Agreement, including without limitation, the right to bring a dispossessory proceeding (a "Dispossessory Action") against Occupant with respect to and in accordance with O.C.G.A. Section 44-7.50, et seq. For the purposes of any Dispossessory Action filed by Owner against Occupant, Occupant agrees that any demand for possession or other notice to be provided by Owner to Occupant shall be sufficient if mailed to Occupant by United States Mail at Occupant's lost known address set forth in the heading of this Agreement, or, with respect to service of the summons in the Dispossessory Action, if such summons is affixed to the door of the Space by an authorized Office of any court of competent jurisdiction in the location of the Facility.

- 11. NO BAILMENT IS CREATED HEREUNDER, OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND ALL PROPERTY STORED WITHIN OR ON THE SPACE BY OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK, INSURANCE CARRIED BY THE OWNER SHALL BE FOR THE SOLE BENEFIT OF THE OWNER AND OCCUPANT SHALL MAKE NO CLAIM WHATSOEVER AGAINST OWNER'S INSURANCE. THEREFORE, OCCUPANT MUST OBTAIN ANY INSURANCE DESIRED AT HIS OWN EXPENSE. OWNER STRONGLY RECOMMENDS THAT OCCUPANT SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY AGAINST PERILS OF WHATSOEVER NATURE. OWNER SHALL NOT BE LIABLE WHATSOEVER TO ANY EXTENT TO OCCUPANT OR OCCUPANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR LOSS FROM THEFT, VANDALISM, FIRE, SMOKE, WATER, HURRICANE, TORNADOES, RAIN, EXPLOSIONS, ACTS OF GOD OR ANY CAUSE WHATSOEVER. OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT TAKE CARE, CUSTODY CONTROL POSSESSION OR DOMINION OVER THE CONTENTS IN OR ON THE SPACE OR AT THE FACILITY AND DOES NOT AGREE TO PROVIDE PROTECTION FOR THE FACILITY, THE SPACE, OR THE CONTENTS THEREOF. IN CASES WHERE OWNER CONSIDERS IT NECESSARY TO ENTER THE SPACE FOR PURPOSES OF EXAMINING THE SAME FOR VIOLATION OF THIS AGREEMENT, OCCUPANT AGREES THAT OWNER OR OWNER'S REPRESENTATIVES SHALL HAVE THE RIGHT WITHOUT NOTICE TO ENTER INTO AND UPON THE SPACE, AND OWNER RESERVES THE RIGHT TO REMOVE ANY CONTENTS TO ANOTHER SPACE. OCCUPANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL AND ANY MANNER OF CLAIMS FOR DAMAGED OR LOST PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEY'S FEE ARISING FROM OCCUPANT'S LEASE OF THE SPACE OR FACILITY OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY OCCUPANT IN OR ON THE SPACE OR ABOUT THE FACILITY. IN THE EVENT THAT THE SPACE IS DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, OWNER SHALL HAVE THE RIGHT TO REMOVE THE CONTENTS OF THE SPACE AND STORE IT AT THE OCCUPANT'S SOLE COST AND EXPENSE WITHOUT LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER AND OCCUPANT SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY LOSS, COST OR EXPENSE OF OWNER IN CONNECTION WITH SUCH REMOVAL AND STORAGE.**
12. Occupant shall not assign this Agreement or subject the whole or any portion of the Space. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or any subsequent default or breach by Occupant of same or any other provision. In the event any rent, labor or other charges owing under this Agreement are collected by or through an attorney at law, Occupant agrees to pay all court costs and other expenses of collection and cleaning the space as well as reasonable attorney fees. This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns. This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the Space, premises, and facility referred to in this agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a Part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and Facility, and that Occupant accepts the Space, premises, and Facility AS IS and WITH ALL FAULTS.
13. Occupant agrees to be bound by the Rules and Regulations as posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.
14. OCCUPANT REPRESENTS AND WARRANTS THAT THE INFORMATION OCCUPANT HAS SUPPLIED IN THIS AGREEMENT IS TRUE, ACCURATE AND CORRECT AND OCCUPANT UNDERSTANDS THAT OWNER IS RELYING ON OCCUPANT'S REPRESENTATIONS. OCCUPANT AGREES TO GIVE PROMPT WRITTEN NOTICE TO OWNER OF ANY CHANGE IN OCCUPANT'S ADDRESS, ANY CHANGE IN THE LIENS AND SECURED INTERESTS ON OCCUPANT'S PROPERTY IN THE SPACE AND ANY REMOVAL OR ADDITION OF PROPERTY INTO OR OUT OF THE SPACE. OCCUPANT UNDERSTANDS HE MUST PERSONALLY DELIVER SUCH NOTICE TO OWNER OR MAIL THE NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH POSTAGE PREPAID TO OWNER AT THE ADDRESS SHOWN IN THE HEADING OF THIS AGREEMENT.
15. All terms of this Agreement, including but without limitation, Monthly Rent, conditions of occupancy and other charges, are subject to the change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving the Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to Occupant's occupancy under this Agreement.

AUTHORIZATION	
OCCUPANT SIGNATURE:	DATE:
COMPANY REPRESENTATIVE SIGNATURE:	DATE:
ENTRANCE CODE	DOOR CODE:

BARNES MOVING AND STORAGE MINI-WAREHOUSE CONTRACT HIGHLIGHTS

AGREEMENT:

- Occupant agrees to pay Barnes Moving and Storage, as payment for the use of the space, the first monthly rent and future installments of the monthly rent on or before the first of each month until the termination of the agreement.

USE OF UNIT:

- Do not store explosives, highly inflammable goods or any other goods which could cause danger.
- The space is not to be used for any type of work shop, for any type of repairs or for any sale, renovations, decorations, painting, etc.
- Occupant is responsible for any damage done to the unit, to remove all property upon termination of the agreement, and to leave the unit in a broom-swept condition.

RENT:

- Monthly rental payments are due on or before the first of each month.
- A \$10.00 late charge shall be applied if rent is not paid by the 5th of the month.
- Monthly rent not paid by the tenth shall be deemed to be in default.

DEFAULT OF PAYMENT:

- Barnes has a lien on all personal property stored for rent.
- Personal property stored will be sold or otherwise disposed of if no payment has been received for a continuous thirty (30) day period after default.
- An overlock will be placed on occupant's space and access to property will be denied until such payment has been received.

LIABILITY:

- All property stored within the space shall be at the occupants' sole risk.
- Barnes shall not be liable whatsoever for any personal injury or property damage or loss for theft, vandalism, fire, smoke, water, hurricane, tornadoes, rain, explosions, Acts of God, or any cause whatsoever.
- Occupant agrees to indemnify and hold harmless Barnes Moving and Storage from and against any and all manner of claims for damaged or lost property.

signature _____ date

signature _____ date