

**GATEWAY SELF STORAGE GROUP**  
**(423) 378-STORAge (423-378-7867)**

\_\_\_ Airport Location                      4674 Highway 75 - Blountville  
 \_\_\_ Central Heights Location            2132 Highway 11W - Blountville  
 \_\_\_ Moreland Drive Location            516 Rock Springs Road - Kingsport  
 \_\_\_ Southgate Location                  1298 Highway 93 - Kingsport  
 \_\_\_ Wilcox Temp. Controlled Location   1020 South Wilcox - Kingsport  
 \_\_\_ Center Street Location              839 E. Center Street - Kingsport  
 \_\_\_ Bloomingdale Location              101 Gale Street - Kingsport  
 \_\_\_ Other Location

Gateway Self Storage

THIS LEASE DATED \_\_\_\_\_ 20\_\_\_\_

Between Gateway Storage group, Owner and \_\_\_\_\_ Occupant.  
 Owner leases to occupant the following described premises: Unit No. \_\_\_\_\_ (\_\_\_\_\_'x\_\_\_\_'), for  
 The monthly rate of \$ \_\_\_\_\_, located in owner's self storage building at the address shown above to be used  
 as a storage unit for the storing of personal and business property. Rental payment and security deposit are payable  
 in advance. The lease shall expire on the \_\_\_\_\_ of the month and automatically renew for each additional  
 month, subject to the conditions on the reverse side. Rent is due on the \_\_\_\_\_ each month in advance. Rental  
 payments made after the fifth (5<sup>th</sup>) day of the due date are subject to a ten dollar (\$10.00) late charge. Mailed  
 payments must be marked by the fifth (5<sup>th</sup>) day following the due date to avoid the late charge. A return check  
 is subject to a charge of twenty dollars (\$20.00). OWNER acknowledges receipt of \$ \_\_\_\_\_ security deposit,  
 which will be refunded if all terms of this Lease are met by the occupant and unit vacated and clean,  
 completely empty and occupant's lock removed, on or before expiration date. Occupant acknowledge that he has  
 read the conditions on the reverse side and agrees to be bound by them.

**OCCUPANT:**

Signature _____	E-mail address _____
Address _____	Residence Phone _____ Cell Phone _____
City, State, Zip Code # _____ # _____	Friend/Relatives _____ Phone# _____

**\*THE ABOVE ADDRESS WILL BE DEEMED AT ALL TIMES THE LAST KNOWN ADDRESS OF OCCUPANT UNLESS  
 OCCUPANT FURNISHES TO OWNER WRITTEN NOTIFICATION OF CHANGE OF ADDRESS.**

**THIS AGREEMENT IS SUBJECT TO ALL PROVISIONS OF THE "TENNESSEE SELF-SERVICE STORAGE FACILITY ACT", BEING PUBLIC  
 CHAPTER NO. 717 OF THE 1980 ACTS OF THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.**

**Owner/Manager \_\_\_\_\_ Emergency #'s (423) 817-8677 or (423) 384-3333**

**NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT**

ALL PERSONAL PROPERTY STORED WITHIN OR ON THE LEASED SPACE BY OCCUPANT OR LOCATED AT THE FACILITY SHALL  
 BE AT OCCUPANT'S SOLE RISK. OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT  
 OCCUPANT MAY HAVE OR CLAIM BY RENTING THE LEASED SPACE OR BEING AT THE FACILITY AND THEREFORE OCCUPANT  
 MUST OBTAIN ANY INSURANCE DESIRED AT HIS OWN EXPENSE. OWNER STRONGLY RECOMMENDS THAT OCCUPANT SECURE  
 HIS OWN INSURANCE TO PROTECT HIMSELF AND THE PERSONAL PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE.  
 OWNER SHALL NOT BE LIABLE TO OCCUPANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS OR SERVANTS FOR ANY PERSONAL  
 INJURIES OR PROPERTY DAMAGE OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, FLOOD, TORNADO, RAIN, MYSTERIOUS  
 DISAPPEARANCE, RODENTS, EXPLOSION OR ANY OTHER CAUSE WHATSOEVER, WHETHER CAUSED BY THE ACTIVE OR PASSIVE  
 ACT OR OMISSIONS OR NEGLIGENCE OF THE OWNER, OWNER'S AGENTS, OR EMPLOYEES. OWNER, OWNER'S AGENTS OR EM-  
 PLOYEES SHALL NOT BE LIABLE TO OCCUPANT FOR INJURY OR DEATH AS A RESULT OF OCCUPANT'S USE OF HIS STORAGE  
 SPACE OR THE PREMISES, EVEN IF SUCH INJURY IS CAUSED BY THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE  
 OF THE OWNER, OWNER'S AGENTS OR EMPLOYEES.

OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT TAKE CARE, CUSTODY, CONTROL, POSSESSION, OR DOMINION OVER  
 THE CONTENTS IN OR ON THE LEASED SPACE OR AT THE FACILITY AND THAT OWNER DOES NOT AGREE TO PROVIDE PROTEC-  
 TION FOR THE FACILITY, THE LEASED SPACE OR THE CONTENTS THEREOF. OCCUPANT MUST TAKE WHATEVER STEPS HE  
 DEEMS NECESSARY TO SAFEGUARD WHAT IS AT THE FACILITY OR IN OR ON THE LEASED SPACE. IF OCCUPANT DESIRES TO  
 KEEP THE LEASED SPACE LOCKED, HE MUST PROVIDE HIS OWN LOCKS AND KEYS AND ASSUMES FULL RESPONSIBILITY FOR  
 WHO HAS POSSESSION OF THE KEYS AND ACCESS TO THE LEASED SPACE. OWNER SHALL NOT BE LIABLE FOR LOSS OR DAM-  
 AGE RESULTING FROM FAILURE, INTERRUPTION OR MALFUNCTION OF THE UTILITIES, APPLIANCES, OR FIXTURES IF ANY PRO-  
 VIDED TO OCCUPANT UNDER THE TERMS OF THIS RENTAL AGREEMENT, FOR CLIMATE CONTROLLED UNITS.

OCCUPANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL AND  
 ANY MANNER OF CLAIM(S) FOR DAMAGES OR LOSS TO PERSONAL PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING  
 ATTORNEY'S FEES ARISING FROM OCCUPANT'S USE OF THE LEASED SPACE OR THE FACILITY OR FROM ANY ACTIVITY, WORK  
 OR THING DONE, PERMITTED OR SUFFERED BY OCCUPANT IN OR ON THE LEASED SPACE OR AT THE FACILITY.

**OCCUPANTS STORE GOODS AT THEIR OWN RISK**

1. I understand that the lessor is a landlord renting space for the tenants self service use and is not a bailor or  
 warehouse man in the business of storing goods for hire.
2. I hereby acknowledge that I have received a copy of the completed rental agreement and that I understand the provi-  
 sion that states the lessor is not responsible for loss or damage to property in my storage space.

**INSURANCE IS OCCUPANT'S RESPONSIBILITY**

3. I understand that the lessor does not provide insurance coverage on any personal property in my storage  
 space.
4. This is an addendum to, and made part of, a rental contract dated X \_\_\_\_ / \_\_\_\_ / \_\_\_\_

X \_\_\_\_\_  
 OCCUPANT

1. **Description of Space:** In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Occupant, Owner does hereby lease to Occupant the herein described property, hereinafter called "the leased space" at the self service storage facility, hereinafter called "the facility," for the purpose of storing and/or removing personal property.
2. **Term:** The lease shall commence on the date of execution of this rental agreement and shall terminate (30) days thereafter unless extended, renewed, or unless sooner terminated according to the provisions hereof. In the event this rental agreement is extended or renewed, it is expressly agreed that the covenants, conditions and terms of this rental agreement remain in full force and effect.
3. **Holding Over:** Unless fifteen (15) days prior to the end of the initial term of this lease, or any extension or renewal of this agreement, either of the parties gives the other party notice of his intention to terminate this lease at the end of the paid term, this lease shall be construed as a tenancy at sufferance at the rental and on the same terms and conditions herein specified or as such may be modified pursuant to Paragraph 16 below. OCCUPANT AGREES TO GIVE 15 DAYS WRITTEN NOTICE PRIOR TO MOVE-OUT AND HE AGREES THAT FAILURE TO GIVE SUCH NOTICE WILL ALLOW OWNER THE OPTION TO RETAIN THE DEPOSIT MADE UNDER PROVISIONS OF PARAGRAPH 6 BELOW IN THE FULL AMOUNT OF THE DEPOSIT.
4. **Use and Compliance with Law:** The leased space shall be used for no unlawful purposes and will be kept in good condition. No personal property shall be stored at the self-service storage facility unless Occupant legally has the right to have that property in his possession. Occupant may from time to time during the duration of this rental agreement place on or in the leased space personal properties, but it is expressly agreed that owner is under no duty to maintain any inventory any other records of contents so placed. NO BAILMENT IS CREATED BY THIS AGREEMENT. OWNER IS NOT ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE NOR THE WAREHOUSE BUSINESS, BUT IS JUST AN OWNER LEASING SPACE. The storage of welding, flammable, chemical, odorous, explosive, or other inherently dangerous materials is prohibited. Occupant shall not store any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary and Police Department or other appropriate governmental body, or do any act, suffer or cause to be done any act which creates or may create a nuisance in or upon or connected with the facility during the term of this rental agreement or any renewal or extension thereof. Owner's sole discretion, access to the may be conditioned in any manner deemed reasonable necessary by Owner. It is expressly agreed that Occupant will abide by the Rules and Regulations promulgated from time to time by Owner.
5. **Owner's Option to Renew:** Owner reserves the right not to renew the rental agreement for any cause whatsoever and Occupant agrees to vacate upon demand, or upon failure to comply with or breach of any of the terms, conditions, covenants of this rental agreement.
6. **Damage, Cleaning, and Performance Deposit:** A property damage, cleaning and performance deposit shall be paid by the Occupant to Owner in the amount set forth below. The deposit, without interest, will be returned at the termination of this rental agreement provided Occupant has complied with all of his obligations hereunder, and subject to such deductions as are herein authorized. Occupant agrees to surrender the leased space to owner at the end of this rental agreement clean, reasonable and re-rentable condition, normal wear and tear excepted, and all costs and expenses incurred by owner in restoring the leased space to the same condition as when leased will be paid by Occupant as a deduction from the deposit. Any unpaid charges, damages or rent due to Owner shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the property damage, cleaning and performance deposit, Occupant agrees to pay to Owner upon demand the amount of such excess.
7. **Non-liability of Owner:** Should any of Owner's employees perform any services of Occupant at occupant's request, such employee shall be deemed to be the agent of Occupant, regardless of whether payment for such services is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from, directly or indirectly, such services performed by employees of Owner. Notwithstanding Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage or loss suffered by Occupant or other person in any of such circumstances.
8. **Alterations, Signs and Waste:** Occupant shall not make nor suffer to be made any alterations of the leased space or facility nor post any signs without express written consent of the Owner. Occupant shall not commit nor suffer to be committed any waste in or on the leased space at the facility.
9. **Owner's Right to Enter, Inspect and Repair the Premises:** Occupant agrees that upon the reasonable request of the Owner, the Occupant shall provide access to the Owner to enter the leased space for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed services. In case of emergency, the Owner may enter the leased space for any of the above state purposes without notice to or consent from the Occupant. For the purposes of this section, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action. Owner reserves the right to remove the content to another locker or facility.
10. **Default, Owner's Remedies and Lien:** Time is of the essence in the performance of this rental agreement and in the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this rental agreement. Occupant shall be conclusively deemed in default in the performance of this rental agreement. PARTIAL PAYMENT OF RENT DOES NOT WAIVE OR VOID THE LEGAL EFFECT OF PRIOR NOTICES GIVEN OR SENT TO OCCUPANT, UNLESS EXPRESSLY AGREED TO IN WRITING BY OWNER. PURSUANT TO PUBLIC CHAPTER 717, SECTION 4, TENNESSEE REVISED STATUTES, THE OWNER OF A FACILITY AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE FACILITY 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 LAW. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS PLACED IN THE LEASED SPACE.  
THE METHOD OF THE ENFORCEMENT OF OWNER'S LIEN SHALL BE BY SALE OR OTHER DISPOSITION PURSUANT TO SECTION 5 OF PUBLIC CHAPTER 717, TENNESSEE REVISED STATUTES.
11. **Sale Proceeds:** If such personal property or any part thereof, shall be sold, Owner shall received the proceeds of such sale and apply and distribute the same pursuant to section 5(b)(11) of Public chapter 717, Tennessee Revised Statues.
12. **Value of Property:** Unless Occupant gives Owner written notice of value of the property place in the leased space, it shall be conclusively presumed as between the parties that the value of all property place by Occupant does not exceed \$5,000. Occupant shall not place items with total value in excess of \$5,000 in the leased space without the written consent of the Owner.
13. **Abandonment of Occupant's Property:** Any personal property which shall remain in or on the leased space or at the facility after the expiration or termination of this lease shall be deemed to have been abandoned and either may be (1) retained by Owner as his own property or (2) sold or otherwise disposed of as provided for in Paragraph 10 above. If such person property or any part thereof shall be sold, Owner shall receive the proceeds of such sale and apply and distribute the same pursuant to Paragraph 11 above.
14. **Bankruptcy and Other Legal Action:** In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the leased space is an issue, then, at the option of Owner this rental agreement shall terminate and Occupant shall thereafter have no right, title or interest in or to any of the leased space.
15. **Breach of Covenants or Conditions:** A breach of any of the covenants, terms or conditions of this rental agreement by the Occupant shall, at the option of the Owner, terminate this rental agreement, and said rental agreement shall become null and void.
16. **Waiver:** No waiver by Owner, his agents, representatives or employees, of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.
17. **Change of Terms:** All terms of this rental agreement, including without limitation, monthly rent, conditions of occupancy, and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE to Occupant. If changed, the Occupant may terminate this rental agreement on the effective date of the change by giving Owner THIRTY (30) DAYS PRIOR WRITTEN NOTICE to terminate. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.
18. **Recovery of Attorney's Fees and Costs:** In the event any action be instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the leased space for any default or breach of this rental agreement Occupant, agrees to and shall pay Owner's reasonable attorney's fees, costs and expenses in connection therewith.
19. **Indemnify and Hold Harmless:** The Occupant agrees to indemnify and hold harmless the Owner from any and all costs, disbursements, expenses (including attorney's fees), demands, claims, actions or causes of action arising directly or indirectly from this rental agreement or any renewal or extension thereof.
20. **Subletting or Assignment:** No subletting of the leased space or any portion thereof or assignment of this rental agreement may be made by Occupant without having written permission of Owner in advance.
21. **Severability Clause:** If any part if this rental agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this rental agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this rental agreement without including any such part, part which may, for any reason, be hereafter declared invalid.
22. **Succession:** all the provision hereof shall apply to, bind and be obligatory upon the heirs, assigns executors, administrators, representatives and successors of the parties hereto.
23. **Tennessee Law To Apply:** This rental agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Tennessee, and shall be governed by the laws of the State of Tennessee.
24. **Exclusion of All Warranties:** The agents and employees of Owner are not authorized to make warranties about the leased space and self-service storage facility referred to in this rental agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Occupant and are not part of this rental 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 rental agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leases space and self-service storage facility and that Occupant accepts such leased space and facility AS IS AND WITH ALL FAULTS..
25. **Entire Agreement Clause:** This rental agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within contained subject matter. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, or the same are modified pursuant to the provisions of Paragraph 16 above.
26. **Headings and Gender:** The headings of the various provisions of this rental agreement have been included only for the convenience of the parties, and are not to be used in construing this rental agreement nor in ascertaining the intentions of the parties. Whenever the context so indicates the masculine, feminine, or neuter gender, and the singular or plural number shall be deemed to include the others.
27. **Public Sales** - Occupant agrees not to conduct any public sales at this facility