

# Kingston Lake **SELF STORAGE**

8525 Wilkinsville Road  
Millington, TN 38053  
(901) 873-2735  
selfstorage@bigriver.net  
www.kingstonlakestorage.com

Date: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Monthly Rent: \_\_\_\_\_

Unit Size: \_\_\_\_\_

Gate Code: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Employer: \_\_\_\_\_

Work Phone: \_\_\_\_\_

## Emergency Contact Information

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Prorated Rent: \_\_\_\_\_

Prorated Insurance: \_\_\_\_\_

\$15.00

Processing Fee: (Non Refundable)

Lock/MovingSupplies: \_\_\_\_\_

Tax: \_\_\_\_\_

Total Due: \_\_\_\_\_

Advance Rent: \_\_\_\_\_

Advance Insurance: \_\_\_\_\_

Total Paid: \_\_\_\_\_

Next Payment Due \_\_\_\_\_

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor: \_\_\_\_\_

Date: \_\_\_\_\_

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On this date \_\_\_\_\_, I \_\_\_\_\_  
hereinafter referred to as Lessee, to hereby agree to rent from Kingston Lake Self  
Storage, hereinafter referred to as Lessor located at 8525 Wilkinsville Road Millington,  
Tennessee 38053, unit number \_\_\_\_\_ under the following terms and conditions.

1. **RENT.** The monthly rent shall be the amount of \_\_\_\_\_, due and payable in advance on the first of the month, to the Lessor at 8525 Wilkinsville Road Millington, Tennessee 38053.
2. **PROCESSING FEE.** In addition to the payment of the first month's rent, there will be a processing fee in the amount of fifteen dollars to be paid at the time of execution of this rental agreement. This fee is non-refundable.
3. **LATE PAYMENTS.** In the event the stated rent is not received at the above address within five (5) days after the due date, a late charge in the amount of \$10.00 shall be charged and access will be denied until balance is paid. If rent and late fee are not paid in full by the 15<sup>th</sup> of the month, an additional \$10.00 will be charged. In the event of a returned check that was accepted for payment for rent and/or other charges, there will be an additional fee of \$30.00 charged for the returned check in addition to the late charges that will result from the returned check.
4. **TERM.** Commencing on this date and ending on the last day of the month thereafter, until terminated by either the Lessee or Lessor in writing.
5. **USE, OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for the storage of personal property and household goods owned by the Lessee.

-Lessee further agrees that the premises will not be used for the operation of any business or for occupancy of human, animal or anything that eats or crawls. Trash or other materials shall not be allowed in or near the leased premises. Nor shall a leased space be used for maintenance or repair of any property stored in the space.

-The storage of flammable, explosive or other inherently dangerous material is prohibited. Vehicles or other similar fuel driven equipment may be stored only if the fuel tanks are emptied and subject to inspection by the Lessor. Lessee shall give the vehicle identification number to the lessor and notify the lessor of any lien holder. All lien holders must be notified that the vehicle may be stored at the facility. VIN \_\_\_\_\_ Lien Holder and address \_\_\_\_\_

Lessee shall not store in a rented unit any item(s) that shall be in violation of any order or requirement imposed by any official. The tenant shall be responsible for all costs associated with removal of any hazardous materials or any penalties incurred as a result of hazardous substances being on the premises.

6. **RULES.** Lessee agrees to abide by all Kingston Lake Self Storage rules and policies that are now in affect or that may be put into affect from time to time.
7. **CONDITION AND ALTERATION OF PREMISES.** Lessee has examined the premises and hereby accepts them as being in good order, condition and repair.

- Lessee agrees to immediately notify Lessor of any defects, dilapidation, or dangerous conditions that may occur. Lessee agrees to keep the premises in good order and conditions and to pay Lessor promptly for any repairs of the premises caused by Lessee's negligence, misuse, or the negligence or misuse by Lessee's invitees and/or guests. Lessee shall make no alterations or improvements of the premises without the prior written consent of Lessor. Should Lessee damage or depreciate the premises or make alterations or improvements or do painting without the prior written consent of Lessor, and Lessee must pay for all costs necessary to restore the premises to its prior condition.
8. **INSPECTION.** Lessee agrees that Lessor or his agent may, at any reasonable time, enter to inspect the premises and/or make repairs. Lessee further agrees that Lessor may show the premises to a prospective purchaser(s) of the property or to lending institutions or their representatives at any reasonable time or, if notice of termination of this occupancy has been given by either party, to prospective Lessees during the period prior to termination.
9. **TERMINATION.** The Lessor or Lessee may terminate the occupancy under this Agreement by the giving by one of written notice of his intention to terminate the occupancy of the assigned unit or space. Rent is payable by the Lessee to the Lessor for the current month. Lessee must, never the less, pay the stipulated rent for the said current month as hereinbefore provided. Lessee shall allow Lessor to inspect the premises in Lessee's presence to verify the final condition of the premises and contents.
10. **DEFAULT.** In the event Lessee shall fail to timely perform any obligation or duty set forth in the lease agreement, Lessor shall have the right to consider lessee in default and shall have the right to enforce its lien as set forth below, to-wit:
- (1) In the case of short term default: Upon the failure of the lessee to pay the rent for the leased space when it is due, the lessor may, without notice, deny the occupant access to the personal property not less than five (5) days after the date rent is due, and may enter and remove the personal property from the leased space to other suitable storage pending its sale or other disposition.
  - (2) After Lessee has been in default continuously for a period of fifteen (15) days, lessor shall enforce its lien in the following manner:
    - a. Lessee shall be given written notice and shall be given thirty days after the date of the notice to come current with total amount due.
    - b. If, after the expiration of the time stated in the notice required, lessee has not cured the default a lien fee of \$25.00 will be added to the account and the unit will be listed for auction no sooner than sixty (60) days from initial default, Lessee may dispose of said property in accordance with the provisions of T.C.A. §66-31-105 and apply the proceeds of said sale to the satisfaction of Lessor's lien.
11. **NOTICE OF LIEN RIGHTS.** Pursuant to T.C.A. §66-31-104, Lessor shall have a lien for storage charges and for advances and insurance incurred at the request of lessee, and for money necessarily expended in and about the care, preservation, and keeping of property stored. Lessor shall have a lien for money advanced at the request of lessee to discharge a prior lien, and for the expenses of sale where default has been made in satisfying a valid lien. The rights of Lessor to such lien are regulated by statute.

- A. Lessee hereby gives and grants to lessor a lien upon all property of every kind and description now or hereafter to be placed in the demised premises. Lessee agrees that in the event of any failure on part of lessee to comply with each and every covenant and obligation of this lease agreement, lessor may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.
12. **ASSIGNMENT OR SUBSETTLING.** Lessee shall not sublet or assign all or any portion of the related premises or Lessee's interest therein without the prior written consent of the Lessor.
13. **ATTORNEY'S FEES.** If Lessor shall bring legal action for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in the Agreement, Lessee shall pay the Lessor all costs, expenses and reasonable attorney's fees incurred by the Lessor in the aforesaid action.
14. **LIABILITIES.** Lessee shall hold the Lessor and/or his agents harmless from all claims of loss or damage to Lessee's property and/or injury or death of persons caused by the intentional acts or negligence of Lessee, his guests, licensees or invitees, or occurring on the premises rented for the Lessee's exclusive use or the premises of Kingston Lake Self Storage. Lessee hereby expressly releases Lessor from any and all liability or loss of damage to Lessee's property or effects arising out of water leakage, breaking pipes, theft, fires, vandalism or other causes beyond the reasonable control of the Lessor. Lessee's possessions within the rented unit/space are so placed at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property for the liability imposed in this paragraph and it is Lessee's option to purchase such insurance.
15. **Notices.** All notices given pursuant to the provisions of this lease agreement will be delivered by hand delivery, by verified mail, or by electronic mail to lessee last know address.
16. **Binding Effect.** Each provision of this lease agreement shall be binding upon and insure to the benefit of lessor and lessee and their respective heirs, assignees, executors, administrators, legal representative and successors.

I understand that this storage facility and/or its management are not responsible for loss or damage to my property and insurance for my stored property is my responsibility. I have denied coverage offered to me. \_\_\_\_\_ (Lessee's Initial's)

IN WITNESS WHEREOF we acknowledge we have read and understand the above Agreement. This Agreement entered into on the date stated on the first page.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor