

Four Seasons Storage of Tillery, LLC  
115 Tillery Drive  
Knoxville, TN 37912  
865-687-7308

**LEASE SUMMARY**

Unit # \_\_\_\_\_ Gate Access # \_\_\_\_\_

Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self-storage facility.

1. **Your fee is \$ \_\_\_\_\_ and is due on or before your Anniversary date of each month. Please note that any and all payments made are non-refundable.**
2. **We will not send you a bill.** If an invoice is sent, it is strictly a courtesy. Please mail your payment or bring it into the office, make an on-line payment with a credit card by visiting our website at: [www.fourseasonstorageoftillery.com](http://www.fourseasonstorageoftillery.com), or enroll in our Automatic Payment Program with a credit or debit card to avoid Late Fees.
3. **If we have not received your payment within five (5) days past your due date, your gate access will be denied.** You will be charged a late fee and your unit will be overlocked until payment is made.
4. **If your payment is not received within thirty-five (35) days past your due date, we will begin to process your unit for public auction.**
5. **A partial payment will not stop fees or official procedures.** Any agreement between tenant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and tenant to be binding.
6. **A \$35.00 fee is automatically charged for all returned checks as well as a late fee.** All future payments must be made by cash, money order or credit card.
7. **We do not assume liability for the goods you store.** Adding stored goods to an existing insurance policy is generally quite inexpensive; we recommend contacting your insurance agency. If not, you must opt-in to our Protection Plan. The premium will be added as a monthly charge.
8. Do not use the rental unit for anything but **DEAD STORAGE**. Do not store any flammable, explosive or illicit materials. The unit is to be used for storage only.
9. The storage unit must be vacated on or before the Anniversary date of the month for which rent has been paid and all terms and conditions of this agreement are met by the tenant. The storage unit must broom clean, emptied, in good condition - subject only to wear and tear - and ready to re-rent.
10. **Tenant's lock must be removed upon termination of occupancy.** Failure to remove lock will result in your being charged the next month's rental and late fees.
11. Gate is operational from 6:00 AM – 10:00 PM seven days a week.
12. Office hours are from 8:30 AM to 5:30 PM Monday thru Saturday - Closed on Sunday.
13. **We do not prorate when you vacate a unit.** If your unit is not vacant BY the Anniversary date of your next rental term, a full month's rent is due. There are no exceptions!
14. **Only one lock is allowed per door latch.** If more than one lock is found, you may be subject to a locksmith charge for the removal of that lock if you are asked to remove it and fail to do so.
15. **Do not follow someone through the gate without first putting in your access code.** The gate may close on you, or you may not be able to exit.
16. **Please keep us updated of any address changes and/or phone number changes.** Until we are notified in writing with your signature, the only valid address and telephone number

present is on this Agreement.

17. Please leave aisles clear and do not block another tenant's door.

18. Delivery drivers are to be met promptly and are not to block the front driveway or gate under any circumstances.

19. We will strictly enforce all policies and conditions in our contract. We do not make exceptions!

**Thank you! We appreciate your business and look forward to your having a pleasant stay with us. If we can be of further help, please let us know.**

Tenant Signature: \_\_\_\_\_

Four Seasons Storage of Tillery, LLC  
115 Tillery Drive  
Knoxville, TN 37912  
Phone: 865-687-7308 / Website: www.fourseasonstorageoftillery.com

**RENTAL AGREEMENT**

Rental Agreement Date:  
Rental Agreement Number:  
Storage Space:  
Approx. Space Size

Occupant's Name:  
Address:

E-mail:  
Social Security No.  
Driver's License No.:  
Telephone No. (Hm):  
Mobile Phone (Cell):  
Telephone No. (Wk):  
Alternate Contact:  
Alternate Telephone:  
Alternate Address:  
Alternate E-Mail:

Monthly Rate: \$  
New Acct. Admin Fee: \$  
Total Amount Received: \$  
Rent Paid To Date:  
Anniversary Due Date Each Month:

TOTAL DUE:\$\_\_\_\_\_

**LATE CHARGES AND OTHER FEES:**

Late Fee: \$20 or 20% whichever is greater @ 5 days past the anniversary due date  
Lien Fee: \$25.00 @ 35 days past the anniversary due date  
Sale Fee: \$75.00 @ 65 days past the anniversary due date  
Lock Cut Auction: \$50.00  
NSF Fee: \$35.00  
Credit Card Dispute Fee: \$30.00  
Clean Up Fee: \$100+ (Upon move out, abandonment, or termination, a Clean Up Fee of no less than \$100 will be assessed for the disposal and/or cleaning of any unit not left in broom swept condition.)

**NOTICES: YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE NOTICES OF DEFAULT BY US MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OF MAIL.**

I choose to receive notices via US Mail or E-Mail – PLEASE LIST ONE: \_\_\_\_\_

I verify that the electronic mail address above is correct: \_\_\_\_\_ Initial

(Store Name \_\_\_\_\_) acknowledges that your E-Mail address is highly confidential. This highly confidential information will be treated with the utmost respect. We do not provide, supply, sell or otherwise distribute your personal information, including e-mail addresses, to any third party whatsoever.

**CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.**

**SMS Text Messages will be sent to: \_\_\_\_\_ on 2,5,7,11,15,25,30,36,42,48,52,55,60,65,70,75,80 days past due date.**

I understand and agree to the notification specifications written above: \_\_\_\_\_ Initial

**MILITARY STATUS:**

Are you or your spouse an active member of the U.S. Armed Forces or other Uniformed Services? **PLEASE ANSWER YES OR NO:** \_\_\_\_\_

**PROPERTY/LIEN INFO:** Property to be stored: Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN required), Other Vehicles/Trailers (Registration Number Required), and/or other as named below:

Lien Information: Occupant attests that all of the personal property in its space is free and clear of all liens and secured interests except as follows: (if None, please write None) \_\_\_\_\_

Lien-holder: \_\_\_\_\_

Address / Phone Number: \_\_\_\_\_

**NOTICE OF LIEN: YOUR STORED PROPERTY MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID.**

This Rental Agreement, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between Four Seasons Storage of Tillery, LLC, (hereinafter referred to as the "Owner") and the Occupant identified above, (hereinafter referred to as the "Occupant") whose last known address is set for the above. For the consideration provided for in this Agreement the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self-service storage facility known as Four Seasons Storage of Tillery, located in Knox County, Tennessee (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement, and at all times shall be subject to the terms and conditions hereof.

**1. TERM:** The term of the tenancy shall commence on the month and date in which this Agreement is signed. At the end of the initial rental period, the rental term automatically renews

thereafter in increments of (+/-) thirty (30) days at a time, until terminated in writing by either party.

**2. RENT:** Rent shall be the amount stated above. Payment is due each rental term on the Anniversary Due Date of the month, in advance and without demand or invoice. Owner reserves the right to require that rent and other charges be paid in cash, good check, certified check, money order or credit card. Owner may change monthly rent or other charges by giving Occupant thirty (30) days written notice, in advance, by first-class mail or e-mail at the address stated in Agreement. The new rent shall become effective on the next anniversary date rent is due. If Occupant has made advanced rental payments, new rent will be charged against such payments effective upon giving notice of the new rate. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the foreclosure and sale of Occupant's personal property. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the Property. **Owner will not send a bill. We accept payment by check, money order, cash or automatic credit card payment with a signed authorization form. You can also register on our website and make your payment on-line by visiting FourSeasonStorageofJonesboro.com.**

**3. FEES AND LATE CHARGES:** Occupant agrees to pay the indicated one-time non-refundable administration fee. Occupant agrees to pay Owner the indicated late fee if rent is received five (5) or more days after the anniversary date. Occupant agrees to pay Owner the indicated NSF Fee plus all bank charges for any dishonored check, declined credit card charge or other fee as a result of a "declined payment". These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collections and lien costs incurred by Owner.

**4. TERMINATION:** Ten (10) days' written notice given, in advance, by Owner or Occupant to the other party will terminate this tenancy. **Owner does not pro-rate or refund any portion of the rent.** Upon move-out, cancellation and/or termination of this Agreement, rent and/or prepaid rent is non-refundable. Once rent and/or prepaid rent is paid to Owner, it is considered earned and is therefore non-refundable. Occupant must leave the Space empty, broom clean, in good condition and must remove its lock. Occupant is responsible for all damages. The storage unit must be vacated on or before the first day of the following rental term for which rent has been paid to avoid being charged another month's rent charge. **Occupant's lock must be removed upon termination of occupancy. Failure to remove lock will result in Occupant being charged the next term's rental and late fees.** Occupant agrees that Owner may dispose of any property left in the Space or on the storage facility by Occupant after Occupant has terminated his/her tenancy. **Occupant is responsible for paying all costs incurred by Owner in disposing of such property.** If the Occupant fails to fully remove its Property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all Property therefrom without being deemed guilty in any manner of trespassing or conversion.

**5. DENIAL OF ACCESS:** When rent or other charges remain unpaid for five (5) consecutive days, Owner shall deny Occupant access to the Space and shall take whatever actions are permitted by law. If Occupant has been denied access to the facility due to delinquency, or any other condition of default under the Agreement, and tailgates another vehicle onto the property, the Occupant will be charged with trespassing. Further, if Owner has to affect egress either manually or through a remote system to Occupant as a result of tailgating, Occupant will be

charged and undisputedly agrees to immediately pay an egress fee of \$100. Occupant shall not modify, release, open or otherwise cause the gate to move by any other means except for the automated keypad system. **Furthermore, when Occupant rents more than one space at this facility, failure by Occupant to pay on any space shall be considered a default on all spaces rented.** Owner may exercise all available remedies including denial of access to the facility and sale of the property if all rent on all spaces is not paid when due.

**6. USE OF STORAGE SPACE:** Occupant agrees to use the Space only for the storage of property wholly owned by Occupant. The Occupant agrees that the Facility and the Occupant's Property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. Owner is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Owner does not exercise care, custody or control over Occupant's stored property. Occupant agrees to not store antiques, heirlooms, collectibles, or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever, and violation of these prohibitions shall be grounds for immediate termination of this Agreement. **IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE.** The storage of food or any perishable goods is strictly prohibited. The Occupant hereby specifically grants unto the Owner permission to enter the storage unit at any time for the purpose of removing or disposing of any property kept in the storage unit in violation of this provision and for inspecting the unit to ensure compliance with this Agreement. Such entry by Owner shall not constitute establishment of care, custody and control and shall not relieve Occupant of any of its obligations to Owner under the terms of this Agreement. Please leave aisles clear and do not block another Occupant's door. Delivery drivers are to be met promptly and are not to block the front driveway or gate under any circumstances. Occupant is strictly prohibited from storing or using materials in the Space or on the facility classified as hazardous or toxic under the local, state or federal law or regulation, and from engaging in any activity which produces such materials. This prohibition extends to flammable and combustible liquids and gases, except as permitted by law. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid or gases by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Space at any time to remove and dispose of prohibited items and may involve the appropriate governmental authorities where necessary, without any liability to the Owner or its agents.

**7. LIMITATION OF VALUE: Occupant agrees not to store property with a total value in excess of \$2,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$2,000. Nothing herein shall constitute an agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.** OCCUPANT AGREES THAT THE MAXIMUM VALUE 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 SELF STORAGE UNIT IS \$2,000.00.

**8. OWNER'S LIEN: PURSUANT TO THE SELF SERVICE STORAGE FACILITY ACT IN THE TENNESSEE CODE, THE OWNER OF A SELF-SERVICE STORAGE FACILITY AND HIS**

HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS SHALL HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT A SELF-SERVICE STORAGE 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 THIS ARTICLE. ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT MAY BE SOLD OR OTHERWISE DISPOSED OF IF OCCUPANT IS IN DEFAULT FOR A CONTINUOUS FIFTEEN (15) DAY PERIOD. IF THE PERSONAL PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A VEHICLE, AND RENT AND OTHER CHARGES RELATED TO THE PERSONAL PROPERTY REMAIN UNPAID OR UNSATISFIED SIXTY (60) DAYS AFTER THE MATURITY OF THE OBLIGATION TO PAY RENT, THE FACILITY OWNER MAY HAVE THE VEHICLE TOWED OR MAY SELL THE VEHICLE VIA PUBLIC AUCTION. OWNER SHALL NOT BE LIABLE FOR THE VEHICLE OR ANY DAMAGES TO THE VEHICLE ONCE THE TOWER TAKES POSSESSION OF THE PERSONAL PROPERTY. THE OWNER'S LIABILITY ARISING FROM THE LIEN SALE IS LIMITED TO THE NET PROCEEDS RECEIVED FROM THE SALE OF THE PERSONAL PROPERTY. THE OWNER IS NOT LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED IN A DOCUMENT OR ELECTRONIC STORAGE MEDIA (I) THAT ARE PART OF THE OCCUPANT'S PERSONAL PROPERTY SOLD OR OTHERWISE DISPOSED; AND OF WHICH THE OWNER DID NOT HAVE ACTUAL KNOWLEDGE. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. **Occupant consents to the use of on-line auction services.** The following publicly available website (or other website specified by the Owner by written notice to Occupant) may be used by the Owner to advertise any public sale of your property as provided by law: [www.StorageTreasures.com](http://www.StorageTreasures.com).

**9. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** OCCUPANT, AT OCCUPANT'S EXPENSE, SHALL MAINTAIN INSURANCE AGAINST LOSS OR DAMAGE TO ITS STORED PERSONAL PROPERTY IN AN AMOUNT AT LEAST EQUAL TO THE ACTUAL CASH VALUE OF STORED PROPERTY. INSURANCE ON OCCUPANT'S PROPERTY IS A MATERIAL CONDITION OF THIS AGREEMENT AND IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER. **FAILURE TO CARRY THE REQUIRED INSURANCE IS A BREACH OF THIS AGREEMENT AND OCCUPANT ASSUMES ALL RISK OF LOSS TO STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE.** OCCUPANT EXPRESSLY AGREES THAT THE INSURANCE COMPANY PROVIDING SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER, OWNER'S AGENTS OR EMPLOYEES FOR LOSS OF OR DAMAGE TO STORED PROPERTY. A PROTECTION PLAN ADDENDUM IS ATTACHED TO THIS LEASE OFFERING OCCUPANT ONE LEVEL OF **PROTECTION**, ALONG WITH A MONTHLY PREMIUM WHICH WILL BE ADDED TO OCCUPANT'S MONTHLY CHARGES.

**10. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: OWNER IS NOT ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE AND NO BAILMENT IS CREATED UNDER THIS AGREEMENT. OWNER EXERCISES NEITHER CARE, CUSTODY NOR CONTROL OVER OCCUPANT'S STORED PROPERTY. ALL PERSONAL PROPERTY STORED WITHIN OR UPON THE SPACE BY OCCUPANT SHALL BE AT OCCUPANT'S SOLE RISK.** OWNER AND OWNER'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE

**TO OCCUPANT OR OCCUPANT'S AGENTS FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY AT THE SELF-STORAGE FACILITY ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, BURGLARY, MYSTERIOUS DISAPPEARANCE, FIRE, WATER DAMAGE, MOLD, MILDEW, RODENTS, ACTS OF GOD, THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER, OWNER'S AGENTS OR EMPLOYEES.** OWNER AND OWNER'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY IN THE SPACE OR AT THE SELF STORAGE FACILITY ARISING FROM ANY CAUSE WHATSOEVER.

**11. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for any injury or death as a result of Occupant's use of the Space or the self-storage facility.

**12. MILITARY SERVICE:** If you or your Spouse are on active military duty status/deployment, you MUST provide written notice to the Owner, and complete the Military Members Addendum. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If you are a Service Member, and you are transferred or deployed overseas on active duty for a period of 180 days or more, you must notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**13. RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the Space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect or that may be put into effect from time to time.

**14. OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, refusing entry to the facility or to Occupant's Space by anyone other than Occupant, and inspecting vehicles that enter the storage facility. Do not follow someone through the gate without first putting in your access code. The gate may close on you, or you may not be able to exit. Moreover, should you tailgate another person into the facility and the gate causes damage to you or your vehicle, you will be responsible for these damages and immediately pay onto the owner any and all costs associated with repairing, replacing, or otherwise restoring the gate.

**15. NO SUBLETTING:** Occupant shall not assign or sublease the Space.

**16. OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the Space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents, or representatives of governmental authority shall have the right to enter the Space, without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Owner's rights.

**17. WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the



Space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

**18. NOTICES:** All notices required by this Agreement may be delivered in person, by certified mail, by registered mail, sent by first class mail postage pre-paid to Occupant's last known address, or to the electronic mail address provided by Occupant. **If the Occupant has provided an Email address, Occupant affirmatively consents to being contacted using electronic means, unless the state law mandates another form of delivery.** All statutory notices shall be sent as required by law. Courtesy Notices regarding Rent payments and past due balances shall also be sent through an automated text message system to the mobile phone number provided by the Occupant. **By signing this Agreement, Occupant expressly grants Owner permission to send automated text messages or automated phone calls regarding Rent payments and any past due balances.** Occupant agrees to promptly notify the Owner, in writing, of any changes to the Occupant's e-mail address, phone number, etc.

**19. CHANGE OF ADDRESS:** Occupant(s) must provide address changes to Owner in writing. Such change will become effective only when received by Owner in writing. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address. Occupant understands it must personally deliver such notice to Owner, mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown on the Agreement addendum, or send the notice via e-mail. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing and signed by Occupant.

**20. NO WARRANTIES/ ORAL AGREEMENTS:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the Space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. This Agreement contains the entire agreement between Owner and Occupant, and **no oral agreements shall be of any effect whatsoever.** Occupant acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the Space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the Space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this Agreement. Occupant understands and agrees that this Agreement may be modified only in writing, signed by both parties.

**21. SUCCESSION:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**22. LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure its Space. If the Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Space, with or without notice to Occupant. **ONLY ONE LOCK PER UNIT IS ALLOWED.** If more than one lock is found, you may be subject to a locksmith charge for the removal of that lock if you are asked to remove it and fail to do so.

**23. ABANDONMENT:** If Occupant abandons or surrenders possession of the self-service storage unit and leaves household goods, furnishings, fixtures, or any other personal property on the self-service storage facility, the Owner may take possession of the property, and if, in the

judgment of the Owner, the property has no ascertainable or apparent value, such property left with the Owner for a period of thirty (30) days or longer shall be conclusively determined to be abandoned, and as such, the Owner may dispose of said property in a manner which he deems reasonable and proper without liability to Occupant or any other interested party; however, before the property is disposed of, the Owner shall provide written notice to the Occupant, by certified mail with return receipt requested, and the Owner may dispose of the property fifteen (15) days after the Owner receives the return receipt document, or fifteen (15) days after the Owner receives a communication from the United States Post Office that the written notice was not claimed by the addressee, whichever period occurs first.

**24. CONDITION AND ALTERATION OF SPACE:** Occupant assumes responsibility for having examined the Space and Facility, and hereby accepts it as being in good order and condition.

**Occupant understands that all space sizes are approximate and enters into this**

**Agreement without reliance on the estimated size of the Space.** Should Occupant damage or depreciate the Space or make alterations or improvements without the prior consent of the Owner or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space. Occupant shall keep the Space in good order and repair and shall immediately notify Owner of any defects or dangerous conditions at the Space or elsewhere on the Property. Occupant shall be responsible for inspecting the Space and for taking all necessary and reasonable action to prevent, eradicate or otherwise control the presence or infestation of pests, rodents and/or vermin within the Space, and any such actions taken by Occupant must be approved by Owner in advance.

**25. CHANGES:** All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days' prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days' prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

**26. ATTORNEYS' FEES:** In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

**27. RELEASE OF INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**28. FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

**29. CLIMATE CONTROL:** Occupant understands that any space within the Property that may be considered "climate controlled" may be only heated and/or cooled. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide

constant internal temperature or humidity control, and Owner does not warrant or guarantee temperature or humidity ranges in the Space or at the Property. Even in climate-controlled spaces, there is a risk of mold and/or mildew, particularly if damp or wet property is brought into the Space. Occupant agrees and acknowledges that Owner is not liable for the growth of mold or mildew on stored property. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. **Occupant shall store their property within the Space solely at their own risk.**

**30. VEHICLES:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by completing a Vehicle Addendum. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the space after termination of this Agreement or upon Occupant's default for 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. **Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense.** Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this Section.

**31. OWNER'S EMPLOYEES:** In the event Occupant requests that any of Owner's employees perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees.

**32. OCCUPANT'S TRASH:** Occupant is responsible for his/her own trash. Anything Occupant brings into his/her unit must go with Occupant. Owner does not have trash collection facilities to dispose of storage unit contents. If Occupant leaves garbage, refuse, or anything whatsoever in the storage unit or on storage facility grounds, Owner shall charge Occupant the cost of removal and disposal to put the storage unit or grounds in the same condition as originally received by Occupant.

Occupant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Storage Representative: \_\_\_\_\_, as Agent  
Date: \_\_\_\_\_

FOUR SEASONS STORAGE OF TILLERY, LLC

**Four Seasons Storage of Tillery, LLC**  
**Protection Plan Addendum to Storage Rental Agreement**

This is not a contract of insurance, and the facility Owner is not an insurance company.

All outdoor parking spaces or claims regarding vehicles or losses relative to vehicles are not covered in this Agreement. **This Protection Plan requires the use of a round Disk Lock. Any other type of lock will void this Agreement.**

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

Space #: \_\_\_\_\_

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

Pursuant to the terms and conditions of your Rental Agreement, Four Seasons Storage of Tillery, LLC (Owner), is not liable for the loss of or damage to its Tenant's stored goods. As the Tenant, your goods are stored at your sole risk, and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan ("Protection Plan"). The Protection Plan provides reimbursement to you for certain losses.

**PROTECTION PLAN LIMIT: \$2,000 / ADDITIONAL MONTHLY RENTAL FEE: \$11.00**

The Protection Plan Limit cannot exceed \$2,000 USD unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your Rental Agreement up to the PROTECTION PLAN LIMIT indicated above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

The Protection Plan is NOT a policy of insurance and Owner is NOT an insurance agent, nor does the Protection Plan change Tenant's obligation to bear the risk of loss or damage to any stored property as set forth in the Rental Agreement. Under the Protection Plan, the Owner shall partially retain, rather than release, its liability as provided for under the Rental Agreement. Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or as a result of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise **ONLY IF** Owner is negligent or breaches some other duty to you as Tenant **AND** you suffer a loss.

With acceptance of the Protection Plan, Owner retains liability for losses resulting from fire/windstorm (excluding flood and storm surge) up to the PROTECTION PLAN LIMIT based on the terms and conditions of this Addendum.

**Examples of when Owner would be liable include, but are not limited to: IF** Owner is negligent by not repairing the roof, **AND** you suffer a loss due to water damage, **THEN** Owner will be liable for your loss, subject to the limitations below; or **IF** a fire occurs as a result of Owner's negligence or other breach of his duty, **AND** you suffer a loss due to fire or smoke damage or water damage, **THEN** Owner will be liable for your loss, subject to the limitations

below. Owner is not liable for loss in excess of the PROTECTION PLAN LIMIT in this Addendum and which is set forth as the limit of Owner's liability.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the PROTECTION PLAN LIMIT above. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the PROTECTION PLAN LIMIT agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason.

3. Goods Not Covered Under the Protection Plan: The Owner will not pay for loss of or damage to goods that are in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps (exceeding \$500 combined total); furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like (exceeding \$2,000 combined total); consumer and commercial electronic items (exceeding \$2000 in total); stolen goods or contraband; livestock, explosives and flammables; loss of data records other than the cost of blank data carrying materials. This Protection Plan does not cover motor vehicles, boats or other property if stored outdoors.

4. Losses Not Covered Under the Protection Plan: A - Loss or damage to Tenant's stored goods caused by flood, surface water, underground water, storm surge, waves, tidal water, or overflow from any body of water; water that backs up through or overflows from a sewer drain or sump; B - Mold, mildew, or wet or dry rot; C - Terrorist attack, war or military action; D - Loss or damage resulting from unknown or mysterious causes; E - Consequential loss of any kind or description; F - Nuclear reaction, radiation or radioactive, biological or chemical contamination; G - Moths, insects, rodents or vermin damage in excess of \$500; H - Loss of data records other than the cost of blank data carrying materials; I - Loss or damage from earthquake; J - Loss from theft without forcible and violent signs of entry into a securely locked space and accompanied by a police report to be obtained by Tenant; K - Loss or damage occurring during loading and/or unloading, and/or not contained within the storage unit at the time of the loss.

5. The Amount Owner Will Pay If There Is A Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible and where it is economical to do so. In the event of the total loss or destruction of an item, the basis of payment shall be the cost of replacing the item as new, provided that the item is substantially the same as, but not better, the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the PROTECTION PLAN LIMIT.

- A. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s).
- B. Documents: Where there is loss of or damage to documents, Owner will pay the reasonable cost of reprinting and/or reasonable cost of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.
- C. Pairs and sets: Where any items are part of a pair or of a set, payment shall only be for the actual items which were lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

6. Failure to Pay Rent: The Protection Plan may not cover any damages or losses for any rental term that the Rent and/or Protection Plan is not timely paid in full for the rental term. At Owner's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all

rent and other charges due and owing, unless any loss or damage has occurred during the period of non-payment.

7. Participation Termination: Participation in this Protection Plan may be canceled by you upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner upon thirty (30) days written notice to you (unless terminated earlier by non-payment of Rent.

8. Time Limit for Notice: Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property, or at the time of the removal of your property from the unit, whichever is the soonest.

9. Modifications to the Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of the Owner upon thirty (30) days prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Tenant purchases a Protection Plan the next rental period, the change shall become effective on the date stated in the Owner's notice and shall apply thereafter. Tenant is obligated to notify Owner if there is any change to the PROTECTION PLAN LIMIT, otherwise Tenant warrants that the value is accurate.

10. Cooperation: As a condition to any payment under the Protection Plan, Tenant must cooperate with ay licensed adjuster appointed by Owner to review Tenant's alleged loss or damage.

11. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this Addendum are in effect and binding on both Owner and Occupant and are incorporated by reference herein.

**NOTICE: This limited retention of liability is not an insurance policy, and the Owner is not an insurance company. The Owner shall perform the obligations described in this Agreement. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.**

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

Space #: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

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

Facility Name: Four Seasons Storage of Tillery

**SERVICEMEMBERS CIVIL RELIEF ACT WAIVER**

This Waiver is executed as a separate and stand-alone document from the Rental Agreement executed by \_\_\_\_\_ ("Occupant") on \_\_\_\_\_ for storage space # \_\_\_\_\_ (the "Rental Agreement") and applies to Rental Agreement account number \_\_\_\_\_. This Waiver is being executed during, or after, my service as a member of the U.S. Military, Reserves or National Guard.

50 U.S.C. App. § 517 provides that a Servicemember may waive any of the rights and protections provided by the SCRA. Thus, pursuant to this Waiver, the Occupant agrees with the Owner that, by signing below, the Occupant waives the rights and protections of the SCRA as it pertains to the use and occupancy of the space that is the subject of the Rental Agreement, including but not limited to, all rights and protections under the SCRA relating to the enforcement of storage liens.

**THIS WAIVER IS MADE OF THE FREE WILL OF THE OCCUPANT AND FOR THE REASON THAT THE OCCUPANT BELIEVES THAT THE PAYMENT FOR THE USE AND OCCUPANCY OF THE SPACE WILL NOT WORK A HARDSHIP ON THE OCCUPANT DURING THE TERM OF THE OCCUPANT'S MILITARY SERVICE.**

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

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

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

Owner: Four Seasons Storage of Tillery, LLC

Authorized Agent of Owner Signature: \_\_\_\_\_

My military information is found below:

Branch: \_\_\_\_\_

Base Commander: \_\_\_\_\_

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

Current Term of Service: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Four Seasons Storage of Tillery, LLC  
115 Tillery Drive  
Knoxville, TN 37912  
865-687-7308

**Intent to Vacate Notice**

(Must return signed form 10 days prior to vacating unit)

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

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

To: (Store Name)

You are hereby advised that the undersigned will vacate the storage unit listed above by: \_\_\_\_\_ . I agree that I will leave the unit in good condition - broom clean, empty and ready to re-rent, and will remove my lock. Furthermore, if I fail to vacate the storage unit by the aforementioned date or do not leave the unit clean and completely empty, I consent to, without dispute, any charges that may continue to accrue in accordance with the terms of my Rental Agreement. I further agree to extend the consent to continue to charge the credit card on file as payment for any and all accrued charges.

**Tenant Name:** \_\_\_\_\_

**Company Name (if applicable):** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**Manager's Inspection of Vacant Unit**

I, the undersigned, give notice that the above listed unit is vacant and that said vacancy was discovered:

- Clean, swept, and empty with no lock on it.
- With miscellaneous trash, debris, and or abandoned with no lock.
- With miscellaneous trash, debris, during the course of normal collection procedure when lock was cut.
- Empty during the course of normal collection procedure when lock was cut.
- Emptied during the course of normal auction procedures. Amount collected during auction was \_\_\_\_\_.
- Transferred to unit number \_\_\_\_\_ with a credit of \_\_\_\_\_.

**Rent paid through** \_\_\_\_\_ (month/day/year)

**Amount Due** \_\_\_\_\_

Employee: \_\_\_\_\_