

Mailing address: 411 Halphen Street
New Iberia, LA 70560

Millside Storage LLC
150 Sugar Mill Road
New Iberia, LA 70560
337-367-8271
RENTAL AGREEMENT

GATE CODE _____

THIS AGREEMENT, executed in the Parish of Iberia Parish

On this _____ day of _____, 20____, between, Millside Storage LLC, hereinafter called the OWNER and THE LESSEE

LESSOR'S NAME NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE () _____	ALTERNATE INFORMATION NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____ PHONE () _____
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This is a monthly lease for storage from _____ 20____
The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on the _____ day of each succeeding month until terminated by either OWNER or LESSEE in writing.

IF ALTERNATE INFORMATION IS RELEASED LESSEE WILL PLEASE SIGN HERE

X

UNIT/SPACE NO. BLDG. SIZE 750 sq. feet RENTAL RATE: \$ 235.00 /Month or /Year

TYPE OF PROPERTY TO BE STORED: MOTOR HOME FIFTY WHEEL TRAILER TRAVEL TRAILER CARGO TRAILER OTHER

MAKE _____ YEAR _____ H.C. NO. _____ STATE _____ LENGTH _____ COLOR _____ IS THERE A PRIVILEGE (LIEN)? YES NO

LESSEE attests that the personal property in this space(s) is free and clear of all privileges and recorded interests except (an) DESCRIPTION OF OTHER PROPERTY _____ PRIVILEGE/LIEN HOLDER OR SECURED PARTY _____ ADDRESS _____

RENT _____ PERFORMANCE DEPOSIT _____ OTHER (SPECIFY) _____ TOTAL MOVE-IN COST _____	PROGRESSIVE LATE PAYMENT CHARGE _____ RETURNED CHECK CHARGE _____ VACATE NOTICE NOT GIVEN _____ NOT LEAVING ROOMS CLEAN _____ DAMAGE TO UNIT (LABOR & MATERIALS) _____
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PROGRESSIVE LATE PAYMENT CHARGE: \$10.00 AFTER FIVE (5) DAYS LATE; AN ADDITIONAL DOLLAR (\$1.00) PER DAY EACH DAY LATE THEREAFTER

- THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE LOUISIANA SELF-SERVICE STORAGE FACILITY ACT
- PREMISES: OWNER hereby leases to LESSEE, and LESSEE rents from OWNER, on the terms and conditions herein set forth, the self-storage facility described above, or the vehicle space described above, hereinafter called "the premises". The premises shall be used solely for the purposes of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
- TERMS: The term of the agreement shall commence on the date set forth above and continue on a period to period basis as noted above, provided however, that the term of the agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless and until LESSEE has removed his property from the premises and has given written notice thereof to OWNER at least thirty (30) days in advance of vacating date. OWNER may terminate this agreement with or without cause as of the end of any storage term, and OWNER may terminate this agreement for reasonable cause at any time by giving LESSEE written notice thereof at least 24 hours prior to the termination date and upon refunding any unearned rent.
- RENTAL TERMS/PERFORMANCE DEPOSIT: LESSEE agrees to pay rent to OWNER as set forth in the rent schedule above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to LESSEE, and at the expiration of such 30-day period, the rental rate shall then become effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is one month. The first payment of rental shall be for a full month plus a performance deposit as indicated above, thus making the due date for each succeeding month be the same date of each succeeding month. Rental payments are not refundable. Any payment for less than one month beyond the full month minimum shall be at the daily or weekly rate as shown above. If the rental term is extended for a longer term than the original term, then the rent for the extended period shall be to midnight. The performance deposit paid by LESSEE to the OWNER shall not be applied as rent, and the OWNER is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon LESSEE'S removing his property from the premises in a timely fashion at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing LESSEE'S lock. LESSEE will be responsible for additional rent for as long as LESSEE'S lock is on the unit. Performance deposit will be returned by U.S. Mail.
- STATEMENTS/NOTICES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. The amount of such service and for administrative charges is posted in the rent schedule above. There will be a service charge for each dishonored check and for a progressive late payment charge for each rent payment which is paid five (5) days or more after the date it is due to defray clerical and administrative expenses which ordinarily result from such delinquencies. Such charges are due without prior notice as additional rent. Notwithstanding the service charge, time is of the essence and in the event any rental is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.
- OWNER'S PRIVILEGE (LIEN): OWNER has a privilege (lien) on all property stored in rented unit(s)/space(s) as of the date property is brought to this facility, for rent, and/or other charges, present or future, reasonably incurred for its preservation, sale or disposal. If no payment has been received for five (5) days after the rental due date the LESSEE will be considered in default and access to the unit(s)/space(s) may be denied. If no payment has been received for a continuous thirty (30) day period after the rental due date, and the OWNER may begin enforcement of the OWNER'S privilege (lien) which includes enforcing the rental unit, advertising the contents for sale and conducting a sale. If any monthly installment is not made within the five (5) day grace period as stated in article 5, (a) a late charge will be assessed in the amount stated above and/or (b) if any check given in payment is dishonored, a returned check charge will be assessed in the amount stated above. (See article 20) For purposes of OWNER'S PRIVILEGE (LIEN): "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, merchandise, household items, motor vehicles or other property with or without a certificate of title. The OWNER'S PRIVILEGE (LIEN) is superior to any other privilege (lien) or security interest, except those which are perfected and recorded prior to date of their rental agreement whether within this state or parish or not, except any tax privilege (lien) as provided by law. It is the LESSEE'S sole responsibility to disclose the existence of any privilege (lien) on any stored item(s). "Last known address" means that address provided by the LESSEE in the latest rental agreement or the address provided by the LESSEE in a subsequent written notice of change of address.
- AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his initials on the line below, LESSEE acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, and (b) the provisions printed on the reverse side of this agreement, and OWNER and LESSEE agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. LESSEE acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility. _____ Initials.
- INSPECTION: LESSEE has been afforded an opportunity to inspect the premises and the project property, and by placing his initials on the line below, acknowledges and agrees that the premises and the common areas of the project are satisfactory for LESSEE'S purposes, including the safety and security thereof, for which LESSEE shall use the premises or the common areas of the premises. LESSEE shall be entitled to access to the premises and the common areas of the premises only during such hours and on such days as are regularly posted at the premises. _____ Initials.

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above. If there are special exceptions or conditions to the Rental Agreement, then have been written in the space that flows:

Initials for Special Exceptions or Conditions as stated above: _____

OWNER By _____ (for the OWNER) LESSEE By _____ (for the LESSEE) TITLE _____

If a business, give title (continued on reverse side)

EMAIL: _____

9. **NON-LIABILITY OF OWNER FOR DAMAGES: INSURANCE OBLIGATION OF LESSEE:** This agreement is made on the express condition that OWNER is to be free from all liability and claim from damages by reason of injury or damages of any kind to any person, including LESSEE, or property of any kind whatsoever and to whomsoever belonging including LESSEE from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension hereof except injuries caused by an affirmative act of OWNER or OWNER'S agent and LESSEE hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation attorney's fees or obligation on account of arising out of any such injuries or losses however occurring, and LESSEE agrees that OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.
- LESSEE agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of goods or property stored on the premises, LESSEE has the right to be self-insured, but assumes full risk for damages to stored property.
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The LESSEE shall make no claim whatsoever against OWNER'S insurance. Therefore, LESSEE secures his own insurance to protect himself and his property against all perils of whatsoever nature. OWNER shall not be liable whatsoever to any extent to LESSEE or LESSEE'S invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, hurricanes, rain, tornadoes, explosions, rodents, insects, civil disturbances, unlawful entry, acts of God or any cause whatsoever. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by LESSEE.
10. **RELEASE OF LIABILITY:** The LESSEE hereby releases the OWNER from loss of or damage to LESSEE'S personal property due to burglary, mysterious disappearance, fire, water damage, rodents and act of God. LESSEE agrees that property stored is at the sole risk of the LESSEE.
11. **JURY TRIAL WAIVER:** The LESSEE hereby agrees to waive of jury trial and to have any lawsuit arising out of this agreement tried before a judge.
12. **NO BAILEMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all property stored with or on the space by LESSEE or located at the facility by anyone at LESSEE'S sole risk. LESSEE 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. LESSEE must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. LESSEE assumes full responsibility for who has the keys and access to the space.
13. **INDEMNIFICATION AND HOLD HARMLESS:** LESSEE agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost property and personal injury and costs including attorney's fees arising from LESSEE'S rental of the space or the facility or from any activity, work, or thing done, permitted or suffered by LESSEE in the unit(s), space(s) or about the facility.
14. **WAIVER OF SUBROGATION:** LESSEE agrees to waive its rights and the rights of its insurance company for any claim for loss or damages against the OWNER.
15. **COMPLIANCE WITH LAW:** LESSEE shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
16. **USE AND ALTERATIONS:** LESSEE shall not make or allow any alterations to the premises. The premises shall be used for storage purposes only as to those approved for such storage by the OWNER, such Motor Home, Fifth Wheel Trailer, Travel Trailer, Boat/Personal Watercraft and Trailer, General Purpose Trailer, or any other vehicle, equipment or trailer approved by OWNER and owned by LESSEE. The LESSEE agrees to comply with the rules and regulations of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the LESSEE agrees to comply with such amendments within a reasonable time following notification of such amendments. The LESSEE acknowledges that he has read the rules and regulations that may be attached hereto and that he has also observed a copy of the said rules and regulations posted in the office of the project.
17. **WASTE, QUIET CONDUCT, MAINTENANCE:** LESSEE shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall LESSEE use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. LESSEE shall take good care of the premises, whether to the interior or exterior of the premises necessitated or occasioned by the act or neglect of LESSEE or any agent of LESSEE or other person for whose acts LESSEE is responsible.
- LESSEE shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type material to be stored, used, generated, or disposed of on or in the premises by LESSEE, LESSEE'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of on or in the premises, or if the premises becomes contaminated in any manner for which the LESSEE is legally liable, LESSEE shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by LESSEE. Without limitation of the foregoing, if LESSEE causes or permits the presence of any hazardous substance on the premises and that results in contamination, LESSEE shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises. LESSEE shall store all equipment with a fuel cell with less than 20 gallons of the fuel on board.
18. **LOCKS:** LESSEE shall provide, at LESSEE'S own expense, a lock for the premises that LESSEE in LESSEE'S sole discretion, deems sufficient to secure the premises. OWNER shall not be held liable for replacement of any lock that is damaged by forced entry by the OWNER or any authorized governmental agency. Although there may be a place on the door of the rented unit for a second lock, LESSEE is only permitted to use a single lock.
19. **ABANDONMENT OF LESSEE'S PROPERTY:** Any property that shall remain on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or disposed of in such manner as OWNER may see fit. If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
20. **OWNER'S RIGHT OF ENTRY; SALE OF CONTENTS:** The Louisiana Self-Service Storage Act give the OWNER a privilege (lien) upon all personal property; whether or not owned by the LESSEE located at the self-storage facility for rent, labor or other charges. In case any rent shall be due and unpaid, or LESSEE shall default in any of the covenants or conditions herein contained, or if the self-storage unit shall be abandoned or vacated by LESSEE, the OWNER may elect to exercise any rights it may have to enforce its privilege (lien) including by not limited to any one or more of the following: a) terminate this rental agreement; b) affix OWNER'S lock to the door of the LESSEE'S premises; c) seize and take possession of the personal property in the self-storage unit, after written notice to LESSEE; if the rent and expenses of OWNER are not paid; d) sell the property in the self-storage unit at public or private sale, for payment of the rent and expenses related to said action, and hold any remaining proceeds on behalf of LESSEE; and/or e) exercise any other right of OWNER under the Louisiana Self-Service Storage Act or any other law of the State of Louisiana. OWNER'S expenses shall include all expenses relating to taking possession and sale of the property, including reasonable attorney's fees. Any notice given pursuant to this section shall be at least once in a newspaper of general circulation where the facility is located. Any sale may be before or after the contents of the self-storage unit are opened, at the election of OWNER, and OWNER shall not have any responsibility for determining the contents of the self-storage unit or the value of such contents. LESSEE acknowledges that the sale of the contents on a bid basis where the bidders have not seen the contents of the self-storage unit is a fair and equitable disposition of the contents of the storage unit under this article. LESSEE agrees that OWNER and OWNER'S agents and other representatives shall have the right to enter into and upon the self-storage unit, or any part thereof, at all reasonable hours for the purpose of examining the contents of the self-storage unit or making such repairs or alterations therein as may be necessary. OWNER shall promptly notify LESSEE by certified mail, either before or after entry, so that LESSEE may appear at the self-storage facility office and inspect the rented self-storage unit.
21. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and LESSEE hereby acknowledges, as provided in article 8 on the reverse side, the LESSEE has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior agreements or understanding with respect thereto. No representatives or OWNER is authorized to make any representations or warranties except as expressly set forth herein.
22. **ACCEPTANCE OF PAYMENT OF RENT:** In the event of a default by the LESSEE, LESSEE agrees that (a) the tender of the rental by LESSEE and the acceptance thereof by OWNER, if not the full amount due, or (b) the allowing of LESSEE to remove his personal property from the premises, after the delivery of a preliminary privilege (lien) notice or during the pendency of an unlawful detainer action, shall not constitute a waiver of the preliminary privilege (lien) notice, the notice of termination nor shall it restate the terms and provisions of the Rental Agreement.
23. **ASSIGNMENT:** LESSEE shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.
24. **WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or conditions upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
25. **ATTORNEY'S FEES AND COST:** In the event any action is instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by LESSEE, LESSEE shall pay OWNER'S reasonable attorneys' fees, costs and expenses, such amount to be not less than \$750.00.
26. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the LESSEE and of the OWNER.
27. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
28. **CONSTRUCTION:** This agreement has been reviewed and negotiated and its terms and provisions explained to LESSEE. Accordingly, this agreement shall not be construed for or against either OWNER or LESSEE.
29. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this storage agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
30. **NOTICES:** LESSEE agrees to give prompt written notice to OWNER of any change in LESSEE'S address and any change in the privileges (liens) and secured interest on LESSEE'S property in the space. All notices required or permitted under this agreement shall be made in person at the facility, and or made to the owner by certified mail at 108 Bayou Lane, Breaux Bridge, LA 70517 and to the LESSEE at his address indicated in the LESSEE section at the beginning of this Agreement.
31. **ELECTRICITY:** In the event there is an electrical outlet with the leased or rented space for the purpose of provided a light or for plugging in an electrical appliance, the LESSEE is cautioned that the power to the electrical circuit may be turned on or off at the option of the OWNER. Accordingly, the LESSEE is required to turn off all lights and disconnect any powered appliance before leaving the rented space. If continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the manager for its use. If such arrangement is made the OWNER assumes no liability resulting from the failure, regardless of the source of failure of the power supply.
32. **VALUE LIMIT:** LESSEE agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of LESSEE'S property shall be deemed not to exceed \$5,000. LESSEE further agrees that the maximum liability of OWNER to LESSEE for any claim or suit by LESSEE, 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 LESSEE for any loss or damage to LESSEE'S property, regardless of cause.
33. **EMOTIONAL LOSS:** LESSEE agrees not to store collectibles; heirlooms, jewelry, works of art or any property having special or sentimental value to LESSEE. Nothing herein shall constitute any agreement or admission by the OWNER that LESSEE stored property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.