

**AAA Mini Storage, Inc.**  
**dba GO MINI'S**  
**1401 South State Street**  
**Abbeville, LA 70510**  
**337-893-5598 • 800-951-9037**

**RENTAL AGREEMENT**

This **RENTAL AGREEMENT** ("Rental Agreement") is made this \_\_\_\_\_ by and between AAA Mini Storage, Inc., dba GO MINI'S ("Lessor"), and \_\_\_\_\_, ("Lessee") for the rental of a self-contained portable mini storage container and storage space, identified by GO MINI'S identification number \_\_\_\_\_. Said container is rented with the express understanding and agreement that the relationship created hereby between the parties is that of Lessor and Lessee, and no bailment or deposit of goods for safekeeping is intended or created hereunder.

Lessor and Lessee hereby agree that Lessor rents to Lessee and Lessee rents from Lessor that certain self-contained storage container identified herein. Lessee has inspected the storage container and acknowledges that the container is satisfactory for the intended use by Lessee. The container may be used Lessee for storage either at an address designated by Lessee or at Lessor's storage property as follows:

- a. At the following address as designated by Lessee: Same as above.

Lessee hereby authorizes Lessor to enter upon the property herein designated by Lessee whenever Lessor deems it necessary to enforce any of Lessor's rights covered by this Rental Agreement or by any state or federal law. Lessee hereby warrants to Lessor that Lessee has ownership of said property or is an authorized agent of the owner of such property as required. Lessee agrees that or all times during the term of this Rental Agreement, the storage container shall remain at the location identified above.

- b. At Lessor's storage property located in the Lessor's designated service area. Lessee shall have access to the storage container at Lessor's storage property only during specified hours which are normally 8:00 am to 5:00 pm Monday through Friday, by giving at least two (2) hours notice. Special arrangements to visit Lessor's storage property can be arranged outside of normal service hours by contacting the local GO MINI'S number above.

**1. TERM:** The term of this Rental Agreement shall be for thirty (30) consecutive days (herein referred to as "monthly") beginning as of the date first above written and shall continue on a month-to-month (30 day) tenancy until terminated. Rental charges for the initial rental period shall be due in advance on the date first above written and subsequent rentals shall be due in advance on each thirty (30) day anniversary from the date first above written and subsequent anniversaries of that date. Lessee must pay to Lessor each monthly rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be thirty (30) consecutive days. After the initial thirty (30) day rental term has passed. Lessee may request a shortened rental period of not less than seven (7) consecutive days. If the container is rented beyond the fifteenth (15<sup>th</sup>) day of any rental period after the initial rental term, the full month's rental shall be due to Lessor. Lessee will not be entitled to a refund of any prepaid rent under any circumstances, whether or not the storage container continues to be in use by Lessee or whether Lessee elects to have container picked up by Lessor prior to the end of any monthly rental period. The monthly rental amount may be increased by Lessor giving notice to Lessee not less than thirty (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

**2. RENTAL AND FEES:** All Rents shall be due and payable in advance as defined herein. The monthly rental for the storage container described herein shall be \_\_\_\_\_, monthly plus applicable sales tax. Rental for any shortened rental period as provided for in Section 1, above will be billed at the rate of one quarter (1/4<sup>th</sup>) of the monthly rental rate for each 7 day period plus applicable sales tax. Should Lessee fail to pay rent by the tenth (10<sup>th</sup>) day following the due date following the due date, Lessee shall pay a late charge of \$15.00 in addition to any other amounts due, as provided for herein. Delinquency by Lessee in the payment of rent or other charges due under this Rental Agreement for more than thirty (30) days shall require that Lessee pay a lien processing charge of \$25.00 for costs incurred upon Lessor for the delinquent account, including any lien sale costs, whether or not a lien sale occurs. Should Lessor be required to remove Lessee's trash and debris from container at rental term, a cleaning charge of \$15.00 shall be assessed to Lessee's account. In the event that Lessee shall pay by personal check. Lessee also agrees to pay to Lessor a \$30.00 returned check fee for any check returned unpaid by Lessee's bank. Furthermore, Lessee hereby specifically authorizes Lessor to charge Lessee's credit card to cover rental charges and all other costs described herein even if Lessee elects to designate another method of payment. In the event Lessor has to hire the services of an attorney to collect any past due amounts. Lessee agrees to pay the reasonable attorney fees of the Lessor.

**3. TERMINATION BY LESSEE:** Lessee may terminate this Rental Agreement at the expiration of any term by giving not less than three (3) days advance notice to Lessor. However, Lessee hereby acknowledges that the minimum rental term for the container is thirty (30) consecutive days. No refund of rents shall be made should Lessee elect to terminate this Rental Agreement prior to the end of this minimum rental period.

**4. TERMINATION BY LESSOR/DEFAULT BY LESSEE:** Lessor may terminate this Rental Agreement at the expiration of any term by the giving of written notice to Lessee, such notice to be provided in accordance with Section 21 of this Rental Agreement, not less than three (3) days before expiration of the term. For tenancies beyond one (1) month, Lessor may terminate this Rental Agreement as of the last day of the rental month during which this Rental Agreement commenced, by giving written notice to Lessee not less than fifteen (15) days before the end of such rental month. Further, Lessor may terminate this Rental Agreement as of the last day of the rental month, excluding any partial month during which the Rental Agreement commenced, by giving written notice to Lessee not less than fifteen (15) days before the end of the rental month. Further, Lessor may terminate this Rental Agreement upon any default by Lessee on occurrence of any of the following events: (i) Lessee shall fail to pay any installment of the rent required by the Rental Agreement (ii) Lessee shall fail to comply with any of the terms, provisions, covenants or requirements of this Rental Agreement between Lessor and Lessee, other than rent, and fall to cure such failure within ten (10) days after the written notice thereof to Lessee by Lessor; (iii) Lessee shall abandon the container. In the event Lessee defaults under any of its obligations under this Rental Agreement Lessor may pursue any remedies available under this Rental Agreement or applicable law. Lessor's decision to pursue any remedy shall not prevent Lessor from pursuing any other remedy available under this Rental Agreement, law, and regulation or otherwise. Lessee agrees to be responsible for the attorney fees of Lessor.

**5. CONDITION OF CONTAINER AT TERMINATION:** Lessee shall remove all of Lessee's property from the container upon termination for any reason, unless such property is subject to Lessor's lien rights described herein, and shall immediately deliver container to Lessor in the same condition as when delivered to Lessee by Lessor at the beginning of this Rental Agreement, reasonable wear and tear excepted. Container should be clean of trash and debris, and returned in same cleaned condition (broom swept) as when received. If Lessor is required to clean container, a charge will be added to Lessee's account. (See Fees in Section 2. above) Lessee shall be responsible for any damages occurring during the rental period, wear and tear excepted, the amount of such damages to be determined by Lessor. Lessee hereby authorizes Lessor to remove any personal property left in the container, and retain such property as collateral for payment of the removal charges and other amounts due Lessor.

**6. USE OF CONTAINER:** Only personal property owned by Lessee shall be stored, and Lessee will not store property which is the property of another or in which another has right, title or ownership interest. *No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials will be stored by Lessee.* Lessee shall not use the container to store any personal property or other property in the container which would violate any law or regulation of any government authority. Lessee acknowledges and agrees that the container is not intended for or suited in the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives, or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. *Lessee acknowledges that container is for storage of personal property only and may not be used for human and animal habitation.* Lessee acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**7. COMPLIANCE WITH LAW:** *Storage of hazardous materials in container is prohibited by law* and Lessee shall not store, or permit to be stored, any hazardous materials of any kind in the container. "Hazardous Materials" are defined, for purposes of this Rental Agreement, as any hazardous or toxic chemical, gas, liquid, substance, material, explosive, or waste that is regulated under any local, state or federal law of regulation. Lessee shall comply with all laws, regulations, rules and ordinances of any government authorities governing the use, location and address of placement of the container at any location other than the Lessor's designated storage area.

**8. PACKING AND PACKAGING/MAXIMUM WEIGHT RESTRICTIONS:** Lessee assumes full responsibility and liability for packing Lessee's property and packing Lessee's property into container and removing property from container. Lessee assumes responsibility for securing and tying down property for road transportation. Lessee acknowledges that maximum weight of Lessee's property contained in the container shall not exceed **10,000 pounds**. Lessee further acknowledges that Lessor shall not be responsible or liable for any damage to Lessee's property for any reason, whether damage occurs while it is stored at Lessee or Lessor's designated location, or for damage occurring during moving of container or dining over the road transportation, or when container is moved by Lessor for Lessee's failure to make required payments to Lessor. Lessee acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

**9. INSURANCE: ALL PROPERTY STORED BY LESSEE IS STORED AT LESSEE'S SOLE RISK AND RESPONSIBILITY, AND ALL PEOPERTY AND CONTENTS INSURANCE IS LESSEE'S SOLE RESPONSIBILITY:** Lessee may obtain insurance from any insurance provider of lessee's choice. Lessee will personally assume all risk of loss, including, but not limited to, damage by burglary, fire, vandalism, mold, Act of God or vermin. Lessee understands and agrees that Lessor does not list review or inspect the contents of the container, nor has interest in or concern with the value, quality or type of goods stored in the container pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and or GO MINI'S will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, and Lessee hereby releases Lessor and Lessor's agents from any such responsibility. Lessee waives any right of recovery against Lessor or Lessor's agents for the Released Claims herein. Lessee understands that Lessor and Lessor's agents are not an insurance provider or insurance agent. Lessor has not explained any coverage or assisted Lessee in making any claims under any Insurance policy. Lessee acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Lessee's sole responsibility.

**10. LIMITATION OF LIABILITY:** *Neither Lessor or Lessor's agents have responsibility of any kind to Lessee or any person or representative of Lessee for any loss, expense damage, claim, liability or injury to persons from any cause.* This Limitation of Liability shall include, without limitation, any cause or act by Lessor or Lessor's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Lessor's fraud willful injury or willful violation or law. Lessee acknowledges and agrees that, in any event, Lessor's and Lessor's agents only liability shall be limited to loss or damage while in Lessor's possession but not exceeding \$.60/lb. or a total of one thousand and 00/100 Dollars (\$1,000.00), whichever is less.

**11. INDEMNIFICATION:** Lessee shall indemnify and hold Lessor and Lessor's agents harmless from any loss in any manner whatever that may arise out of Lessee's use of the storage container or of Lessor's designated storage location.

**12. ACCESS TO CONTAINER AT LESSOR'S DESIGNATED STORAGE:** Lessee will provide driver's license number to Lessor at the time of initial rental of container. This number will be used by Lessor to identify Lessee to gain access to Lessor's designated storage location and to the rented container. This identification shall be given by Lessee to Lessor when requesting access or when or when scheduling a move or delivery of container. Lessee agrees that Lessor shall have the right to refuse access to any person who does not provide the correct access identification. Lessee may authorize his representative(s) to have access by notifying Lessor in advance and providing the driver's license number herein referenced. **DRIVER'S LICENSE NUMBER OR OTHER IDENTIFICATION ACCEPTABLE TO LESSOR OF OTHER THAN DRIVER'S LICENSE STATE TYPE OF IDENTIFICATION)**

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date and year first above written, and agree to be bound by all of the provisions herein contained.

LESSOR : \_\_\_\_\_

TENANT: \_\_\_\_\_

AAA Mini Storage, Inc., dba GO MINI'S,

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTINUED ON REVERSE SIDE

## ADDITIONAL TERMS & CONDITIONS

**13. PLACEMENT OF STORAGE CONTAINER:** Lessor will normally attempt to place container on a paved surface or driveway. Lessee understands that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Lessee acknowledges that it may be necessary for Lessor to move vehicle and container on lawn or other unpaved area in order to place container in the parking area designated by Lessee. Lessee hereby relieves Lessor from any responsibility for property damage that might be incurred from placement of the container. Lessee acknowledges that it may be necessary for Lessor to refuse to place container at Lessee's designated parking location when Lessor identifies lack of safe or risk free conditions, and Lessee acknowledges that Lessor may levy a surcharge for difficult or hazardous placement of container.

**14. LESSOR'S ACCESS TO CONTAINER:** Upon the receipt of three (3) days advance written notice, Lessee shall provide Lessor, Lessor's agents, police, fire officials or other government authorities access to the container. Should Lessee refuse or fail to provide access as required, or in the event of emergency or default of any of Lessee's responsibilities hereunder, Lessor, Lessor's agents or any government authority shall have the right to remove Lessee's lock and enter the container to examine the container and its contents or to make repairs to alterations or take such action as appropriate to comply with any city, state or federal law or regulations governing hazardous materials, toxic or chemical substances or waste, or to enforce any of Lessor's rights. In the event the container has been damaged or the Lessor's designated storage location injured in any manner arising from the deliberate or negligent acts or omissions of Lessee, all expenses incurred upon Lessor to make repairs including any expenses to cover investigations of site conditions, or work to clean up, remove or restore container or comply with any applicable law or regulation shall be paid by Lessee as additional rent and shall be due upon demand by Lessor.

**15. LOCK:** A lock suitable to secure container shall be provided by Lessee at Lessee's own expense. Lessor shall not receive from Lessee any combination or keys to such lock. In the event Lessee fails to keep such lock on the Lessee's space or Lessee's lock is broken or damaged, Lessor shall have the right, but not the obligation, to place a lock on the space. Lessor shall have no liability to the Lessee for any loss or damage whatsoever, and the Lessee shall indemnify and hold harmless from and against any loss, cost or expense of Lessor in connection with locking space, including the cost of the lock.

**16. ALTERATIONS, MODIFICATIONS AND MOVEMENT:** Lessee shall not make any alterations, modifications or attachments to container without the prior written consent of Lessor. Lessee shall not move container from the location where it is placed by Lessor without the prior consent of Lessor in writing.

**17. NO WARRANTIES BY LESSOR:** No warranties whether expressed or implied are made by Lessor to Lessee. Further, Lessor makes no guarantees or representations regarding the condition, safety, security or nature of the container or the Lessor's designated storage locations. Lessee hereby acknowledges that he has inspected the container and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

**18. LESSOR REMEDIES UPON EVENT OF DEFAULT:** In the event of any default by Lessee, Lessor shall have the right, at its election, at that time or at any time while default continues, to terminate this Rental Agreement by giving notice to Lessee, in which case Lessee shall immediately surrender container to Lessor. Should Lessee refuse or fail to surrender container to Lessor, Lessor may enter upon Lessee's property and take possession of container, and Lessee's property stored in the container, and expel to remove Lessee without being liable for prosecution or any claim of damages therefore. Lessee hereby agrees to pay Lessee without being liable for prosecution or any claim of damages therefore. Lessee hereby agrees to pay Lessor on demand for the amount of all loss and damage which Lessor may incur by reason of termination, whether because inability to rent the container on satisfactory terms or otherwise. Lessor's application of the remedies hereto shall not preclude Lessor from his right to seek any other remedies provided for under the applicable state laws wherein the storage container is located or under this Rental Agreement.

**19. LESSOR'S LIEN:** LESSEE HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER OR AT LESSOR'S DESIGNATED STORAGE LOCATION, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY LESSEE UNDER THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRELUDE LESSEE FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN LA. R.S 9:4756, ET SEQ. SHOULD LESSEE DEFAULT IN THE PAYMENT WHEN DUE OF ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF LESSEE'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED UNDER LA. R.S. 9:4756, ET SEQ. IN THE EVENT LA. R.S. 9:4756, ET SEQ DOES NOT APPLY, THEN LESSEE AGREES TO THIS CONTRACTUAL LIEN.

UPON DEFAULT BY THE LESSEE. THE LESSOR SHALL BE AUTHORIZED TO REMOVE ANY LOCK ON THE RENTED SELF STORAGE SPACE IN ORDER TO COMPILE A BRIEF AND GENERAL DESCRIPTION OF THE PROPERTY STORED. THE LESSEE WILL BE NOTIFIED BY THE LESSOR OF HIS INTENTION TO ENFORCE THE LIEN AS PROVIDED IN SECTION 21. THE NOTICE WILL INCLUDE THE RENTAL AGREEMENT, A BRIEF DESCRIPTION OF THE MOVABLE PROPERTY AND THE LESSEE BEING DENIED ACCESS TO THE STORED ITEMS. THE LESSEE WILL HAVE TEN DAYS AFTER THE DATE OF THE MAILING OF THE NOTICE TO MAKE PAYMENT OF THE MONIES DUE. LESSEE HEREBY AGREES THAT ACTUAL RECEIPT OF THIS NOTICE IS NOT REQUIRED.

FOLLOWING THE TEN DAY PERIOD AND LESSEE'S FAILURE TO PAY THE MONIES DUE, LESSOR WILL ADVERTISE SAID PROPERTY FOR SALE IN THE LOCAL NEWSPAPER. SAID PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER AT A PUBLIC SALE AT THE LESSOR'S DESIGNATED STORAGE LOCATION OR AT A PLACE REASONABLY NEARBY. IF THERE ARE NO BIDDERS, THE LESSOR MAY PURCHASE THE MOVABLE PROPERTY FOR A PRICE SUFFICIENT TO SATISFY THE CLAIM FOR THE RENT DUE AND ALL OTHER CHARGES. THE PROCEEDS FROM ANY SUCH SALE, LESS ANY EXPENSES CONNECTED WITH THE HOLDING AND SELLING OF THE PROPERTY INCLUDING REASONABLE ATTORNEY FEES AND OTHER EXPENSES, SHALL BE APPLIED AS CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE LIEN. NOTICE SHALL BE DELIVERED TO LESSEE OF ANY SUCH SURPLUS OR DEFICIENCY, AND ANY SUCH SURPLUS SHALL BE DISPOSED OF AS REQUIRED BY LAW, AND LESSEE SHALL PAY ANY DEFICIENCY FORTHWITH. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO LESSEE'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER IS MOVED BY LESSOR FOR FAILURE OF PAYMENT BY LESSEE OR IN ANY OTHER MANNER.

**20. RELEASE OF INFORMATION:** Lessor is hereby authorized by Lessee to release any information regarding Lessee and Lessee's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

**21. NOTICES:** Any notices or demands required to be given under the terms of this Rental agreement, except as otherwise specifically provided, may be (i) personally served, or (ii) may be served by first class or certified mail, with postage prepaid and deposited in a U.S Postal Service mail receptacle, or (iii) served via any priority overnight mail service. Notices must be addressed to the party to be served at the address provided for this Rental Agreement.

**22. CHANGE OF ADDRESS:** Lessee shall give notice to Lessor of any change of address different from the address provided in this Rental Agreement within ten (10) days of the change, providing current address and telephone numbers.

**23. ASSIGNMENT:** Lessee shall not subject or assign the container or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Lessee, and by such assignment of transfer, Lessee shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

**24. TIME AND SUCCESSION:** Time is of the essence of this Rental Agreement. All of the provisions of the Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

**25. CONSTRUCTION:** This Rental Agreement shall be governed and construed in accordance with La. R.S 9:4756, et seq., and the laws of Louisiana wherein the storage container is located. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this Rental Agreement.

**26. LOCAL ORDINANCES AND REGULATIONS:** Lessee's use of container's subject to parish city, state and local ordinances, rules and regulations including deed and homeowner restrictions. Lessee assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Lessee's use of the container. If the container is required to be moved by a governing agency or authority from Lessee's property or assigned location for the container. Lessor will attempt to notify Lessee of such requirement, Lessee hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Lessee's property. If Lessee is renting or leasing the property where the container is located, other than property owned by Lessor, and the landlord of the property request that the container be moved or relocated, Lessee hereby gives Lessor full authority to comply with landlord's request, and absolves and holds Lessor harmless from any liability for any resulting damage to Landlord's or Lessee's property.

**27. INDEPENDENT STATUS:** Lessee hereby acknowledges and agrees that Lessor is an independent owner and operator of the business which is renting the container under this Rental Agreement. If Lessor listed in this Rental Agreement is other than AAA Mini Storage, Inc., dba GO MINI'S, Lessee acknowledges and understands that Lessor is an independent dealer of GO MINI'S businesses and that GO MINI'S, is neither liable for performance under this Rental Agreement in any respect or manner whatsoever.

**28. ENTIRE AGREEMENT:** This Rental Agreement set forth the entire agreement between the parties here to and supercedes any and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Lessee is authorized to make any representations, agreements or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.