

SEAWAY MARINE CENTER, LLC
13247 SEAWAY ROAD
Gulfport, MS 39505
228-604-4600

MONTHLY RENTAL AGREEMENT

OCCUPANT: _____ Date: _____

Address: _____

Phone: _____ Email _____

SPACE NUMBER: _____ APPROX. SIZE: _____ ft. X _____ ft.

GATE ACCESS CODE: _____

NOTICE:

ANY PROPERTY STORED IN A SELF-SERVICE STORAGE FACILITY IS SUBJECT TO A LIEN IN FAVOR OF THE FACILITY OWNER 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. IF OCCUPANT DEFAULTS UNDER THIS RENTAL AGREEMENT, THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN. THIS ACTION IS AUTHORIZED BY THE MISSISSIPPI SELF-SERVICE STORAGE FACILITY ACT, §85-7-121 ET SEQ.
TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

MONTHLY RENT: \$ _____

TAX: \$ _____

ADMIN FEE: \$15.00

The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Occupant is renting the Leased Space by the space not by the square foot.

REMIT MONTHLY PAYMENT AND NOTICES IN PERSON OR BY MAIL TO THE ADDRESS LISTED ABOVE. OCCUPANT MUST NOTIFY SEAWAY MARINE CENTER, IN WRITING, OF ANY ADDRESS CHANGE AND ANY INTENT TO VACATE AT LEAST 15 DAYS BEFORE THE NEXT MONTH'S RENT PAYMENT IS DUE.

1. Lease Term and Renewal: This Rental Agreement for the lease of a self-storage space (the "Leased Space") from SEAWAY MARINE CENTER, LLC "Owner" at SEAWAY MARINE CENTER's gated storage area (the "Facility"), shall be on an annual 1 Month consecutive occupancy basis from the inception of the lease and shall automatically renew for successive 1 (one) month periods unless terminated as provided for in subsequent paragraphs of this document. Owner may increase Rent for the Leased Space for renewing terms with thirty (30) days advance written notice to Occupant.

2. Rent is Due on the 1st Day of Each Month: Rent shall be in the amount specified above, payable monthly to Owner in advance, **without** demand or notice, on the 1st of each month during the term of this Rental Agreement and any extensions or renewals thereof. Occupant agrees to pay Rent in person, by mail, or with credit card in person or by written authorization, and shall not mail or deliver Rent in the form of cash into the office by any "drop slot". Occupant is required to obtain a receipt for any cash payment. It is expressly agreed that Owner does not send monthly statements or reminders of Rent due dates. Occupant shall not fail to pay Rent even if Occupant does not receive an invoice or bill.

Owner may require payments of Rent to be in the form of money order, cash, or cashier's check, in the event Occupant is in Default or has any payment due Owner returned for any reason, including insufficient funds. Rent is non-refundable. Any rent payment made by the internet or payment kiosk (if available) must be in the full amount due at the time of payment. If less than full payment is made over the internet or at the kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the internet site or kiosk. No payments including internet or kiosk can be made within forty-eight (48) hours of a lien sale, all payments must be made by hand to Owner.

3. Administration Fee: Contemporaneously with the execution of the Rental Agreement Occupant has paid to Owner a one-time non-refundable Administration Fee in the amount of \$15.00.

4. Termination.: The monthly lease fee is contingent upon an initial twelve (12) month consecutive occupancy. Should the OWNER terminate this lease prior to the end of the initial twelve-month period, the OWNER agrees that all lease fees earned by the MARINA shall be converted to an early termination monthly rate of fifty percent (50%) of the above monthly fee. Lease fees are subject to change after the initial term of the lease noted above and shall become effective upon thirty (30) days' written notice to the OWNER'S address listed above. This lease shall terminate thirty (30) days after the receipt of written notification from one party to the other

5. Other Charges and Fees: Occupant is in Default if Rent is not paid by the Renewal Date, and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Occupant is in default, the following fees shall be charged:

Overlock Fee (on the 5th day after Rent is due)	\$10.00
Late Fee and Notice of Default charge (on the 15th day after Rent is due)	\$15.00
Lock Cut / Inventory Fee	\$15.00
Sale Fee (31day Final Notice)	\$60.00
NSF/Returned Check Fee (bank charges)	\$35.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$50.00 per hour + disposal fees

For the purpose of determining if Rent is paid on time, the date the payment is received in the Owner's office, not the postmark date is used. Notwithstanding the date that other fees and charges are imposed, if payment is not made within fourteen (14) consecutive days Owner may begin enforcement of its lien against Occupant's Property. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, or the exercise of any remedy by Owner upon a Default by Occupant (including the sale or other disposition of Occupant's property) as permitted under this Rental Agreement or by law. Occupant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Occupant's responsibilities under this Rental Agreement.

5. Use of Leased Space and Prohibited Storage: The Leased Space shall be used and occupied only for the storing of personal property owned by Occupant. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse, no guns or alcohol may be stored in the Leased Space unless written permission is granted in the form of an Addendum to this Rental Agreement. Occupant shall not use the Leased Space for the operation of any business. Occupant shall not use the Leased Space for the use or storage of any food; animal feed (including seed); store or release any explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. Occupant shall not use the Leased Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Leased Space and a drip pan or absorbent pad designed to absorb petroleum products under the property to retain any leaking fluids is required. No propane or empty propane canisters may be stored in the Leased Space. No gas canisters shall be stored in the Leased Space. Seaway Marine Center, at its sole discretion, will accept only those Vehicles that are in a safe, maintained, and workable condition, Seaway Marine Center does not accept the Vehicle for bailment, and shall not be liable or responsible in any manner for the Vehicle's safekeeping or the condition of the Vehicles tackle, fixtures, equipment and/or furnishings. OWNER warrants that OWNER will, at OWNER's expense, maintain the Vehicle in a clean, seaworthy, sanitary, and fully operational condition at all times, and that the vehicle will be regularly repaired and maintained. The OWNER agrees to continually maintain the Vehicle in a safe and workable condition acceptable to the Seaway Marine Center. Seaway Marine Center may terminate this lease immediately and remove the OWNER'S Vehicle at the OWNER'S sole risk and expense if Seaway Marine Center, in its sole discretion, determines that the vehicle does not meet the above criteria.

Occupant shall not live or sleep in the Leased Space, nor shall animals be permitted to be stored in the Leased Space.

Occupant shall not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

7. Limitation on Value of Personal Property: The Leased Space is not appropriate for storage of irreplaceable property such as books writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant. By this Rental Agreement, Owner is generally not liable for the loss of Occupant's property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Occupant's property has any value whatsoever. Notwithstanding anything in this Rental Agreement, in no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of Two Thousand Dollars (\$2,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision.

8. Damages: Occupant shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Leased Space, use of the Leased Space, or use of the common areas of the Facility including damage to other occupant's property. In the event Owner invoices Occupant for any charges for repairs, clean-up, replacement, or other damages suffered, Occupant shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's rental obligation. The failure to pay such invoice represents a default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.

9. Insurance and Security Type Systems: **Occupant agrees, at his/her sole expense, to maintain insurance on all Property stored in the Leased Space with actual cash value coverage against all perils, without exception.** Occupant's failure to maintain such insurance shall mean that Occupant shall assume all risk of loss or damage that would have been covered by such insurance. Owner employs certain measures to protect Owner's property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her Personal Property. These systems may include an electric gate and video cameras, however, Occupant acknowledges that these measures are for the protection of the Facility as a whole and not the individual Leased Space, that video cameras are not monitored, and that these systems may not operate properly in the event of a mechanical, electrical, or software failure. Further, video cameras may not be recorded or may not be recorded at all times and do not record all parts of the Facility.

10. Access: Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for repairs and maintenance.

Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at Owner's office at the Facility or mailed to Occupant. In the event of an emergency at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents. Owner shall not be liable to Occupant for Occupant's or his/her invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason.

11. Mold: Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property. Owner does not warrant the Leased Space to be water-tight or dry. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's property. To help avoid mold, Owner recommends storing property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the enclosed Leased Space. Owner recommends periodically inspecting the Leased Space and the property and taking any and all actions necessary to protect Occupant's property.

14 Locked Leased Space; Storage Occupant's Risk; Abandonment: Occupant is required to keep the enclosed Leased Space locked using one lock per door. Owner shall not retain a key to Occupant's lock. If a lock is removed for a reason described in the Rental Agreement, including Default by Occupant, then Occupant shall replace the lock with another lock at Occupant's sole expense. If the Leased Space is found open or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Leased Space at Occupant's expense. All property stored by Occupant within the Leased Space shall be at Occupant's sole risk. If the Leased Space is not locked, Owner may consider the Leased Space abandoned and dispose of any or all Personal Property in the Leased Space. Owner may dispose of or sell the Personal Property abandoned in the Leased Space. Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Personal Property. Occupant is responsible for all rent, fees and charges that accrue while Occupant's lock is on the Leased Space.

15. Release of Liability: Occupant releases Owner, its employees, agents, successors, and assigns from any and all liability for property damage or loss of property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents. Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupant's use of the Leased Space and Facility. Self-storage insurance is strongly recommended. The only insurance that covers the property stored in the Leased Space is that purchased or provided by Occupant.

16. Indemnification; Subrogation: Occupant agrees to have its insurer waive any right of subrogation of any claim of Occupant against Owner, its employees, or agents. Occupant agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, or damages to Occupant's property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision.

17. Owner May Enter: Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Leased Space, without notice to Occupant, to take such action as may be necessary to preserve Owner's property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Leased Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's property (the "Work"). Owner will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality. Occupant may obtain keys to the replacement lock from Owner's office during Office Hours.

18. Responsibility to Inspect Leased Space. Occupant shall immediately notify Owner should Occupant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Occupant's Leased Space or emanating spreading from or through any other Leased Space. Upon receipt of such notification, or should Owner become aware of such conditions, Owner may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Leased Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Leased Space or from a breach by Occupant of the terms of this

Agreement, all costs and expenses incurred by Owner in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent.

19. Owner's Lien: Pursuant to the Mississippi Self-Service Storage Facility Act 87-7-121 et seq., the Owner of self-storage facility has a lien upon all Personal Property located at the self-service storage Facility and in or on the Leased Space for rent, labor, or other charges, present or future, in relation to the personal property, and for expenses reasonably incurred in its sale or disposition pursuant to sections 85-7-121 through 129. The Owner/Operator Lien provided for is superior to any other lien or security interest except those which are perfected and recorded in Mississippi prior to the date of the default under the Rental Agreement and except any tax lien as otherwise provided by law. The lien attaches as of the date the Property is placed in the Leased Space. Explanation: The Occupant's Property may be sold to satisfy the lien if Occupant is in default.

20. Defaults; Owner Remedies: If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access and overlock the Leased Space five (5) days after Default; (ii) remove Occupant's lock and access the Leased Space; (iii) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (iv) sell or dispose of the Personal Property in the Leased Space as permitted by law; or (v) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

21. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the address of the Facility listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing or in person at the office address listed on this Rental Agreement.

22. Partial Payments or Payment in the Event of Default: Partial payments shall not be accepted.

23. Assignment and Subletting: Occupant may not assign its rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

24. Governing Law; Jury Trial; Severability: This Rental Agreement shall be governed by the laws of the State of Mississippi without regard to its conflict of laws provisions. Owner and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or property damage. Owner and Occupant further agree that the federal or state courts in Harrison County, Mississippi shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

25. Entire Agreement: This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of Owner.

26. Counterparts, Headings and Gender: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.

27. Agreement to Mediate: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and

Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 15 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

28. Owner's Employees: In the event Occupant requests any of Owner's employees to 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.

29. Warranty of Information: Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

30. Occupant's Acceptance of Leased Space "AS IS": Occupant inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Occupant rents such Leased Space **and accepts the same "as is."** Owner makes no express warranties. Owner disclaims and Occupant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Occupant acknowledges that Owner's Agents have no authority to make warranties, express or implied.

31. Pest Control: Occupant is advised that Owner may use chemicals at the Facility including around the Leased Space, for pest control. No pets are allowed on the facility.

32. Permission to Call, Fax and/or E-Mail: Occupant recognizes Owner and Occupant are entering into a business relationship at the Facility. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Owner phoning, faxing, and e-mailing Occupant and that these conditions are related to the business relationship.

33. Electricity and Water: Use of electricity and water at the Facility are strictly reserved to Owner at all times.

34. Wash and dump station. Use of facility's Dump Station is allowed by Occupants with RV's or travel trailers. Occupant shall clean up any spillage at Dump Station. All self-storage Occupants may use the wash station.

35. Rules and Regulation: The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with thirty (30) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all occupants and are made for the appropriate and efficient operation of the Facility.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (SEVEN pages) and agrees to be bound by its terms and conditions:

“OCCUPANT”

**“OWNER”:
SEAWAY MARINE CENTER, LLC**

Signature: _____

BY: _____

Print name: _____

“I HAVE READ ALL SEVEN (7) PAGES OF THIS RENTAL AGREEMENT”