



**Gibson Construction**  
 Custom Built Homes  
 Boat & RV Self-Storage

10610 Nottely Dam Rd.  
 Blairsville, GA. 30512  
 706-897-4000

[www.gibson-builders.com](http://www.gibson-builders.com)  
 paul@gibson-builders.com

### Highway 325 Storage - Rental Agreement

Occupant's Information			Vehicle Information	
Business Name:			Type:	
Contact:			License #:	
Address:			Description:	
City:	State:	Zip:	Rental Space Information	
Phone (mobile):			Rental Agreement Date:	
Phone (home):			Space #:	Size:
Email:			Access Code:	
Driver's License #:			Month / Yearly Rate (Circle One):	
Emergency Contact			NSF/Returned Check fee: \$30.00	
Name:	Relationship:		10 Day late Fee: \$15.00 30 Day Lien Fee: \$10.00	
Address:			<b>Send Payments to:</b> Paul Gibson 3805 Smyrna Rd. Young Harris, Ga. 30582-3299	
City:	State:	Zip:		
Phone:				

This Lease Agreement is made and entered into by and between **Paul Gibson** (Owner), and the Occupant named above. Owner agrees to let Occupant use and occupy space for storage purposes at 10610 Nottley Dam Road (Highway 325 Storage), subject to the information contained above and conditions set forth below.

1. **Occupancy and Lease Term:** Said space is to be occupied and used for purposes specified herein and subject to the conditions set forth herein beginning on the date of the Rental Period is to begin, and continuing month to month until terminated.
2. **Space and Rental:** A space, as used in this agreement will be that part of the storage facility as described above. The Occupant agrees to pay the Owner, as payment for use of the space, the sum equal to the Rental Rate above. Installments are payable in advance on or before the rental renewal date in the amount of the Rental Rate. There Shall be no Refunds for early move-outs or any unused rent.

3. **Contract Lien:** Occupant agrees that Owner is hereby given, in addition to such liens and remedies provided by the law to secure and collect a contractual lien against all of Occupants property now or at any time hereafter stored in the leased space or on the premises.
4. **Defaults:** If any monthly installment is not paid by the 10<sup>th</sup> day after the due date, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. Also, Occupant shall be deemed to be in default if and when Occupant violates any restriction set forth herein or shall fail to perform or violate any of Occupants agreements set forth herein or any of Occupants obligations hereunder. During any period of default, the Owner may lock Occupants space and deny access to Occupant or Occupants representative to the said space and its contents. If the rent is not received by the 10<sup>th</sup> day after the due date, Occupant will be required to pay additional late charge per month of delinquency as specified above.
5. **Termination:** This agreement shall continue from month to month unless Occupant or Owner delivers a written notice of its intention to terminate the agreement (5) days prior to the end of the then current rental month. Any such notice shall be directed to a party at the party address as listed in the Lease.
6. **Hazardous Materials:** No material may be stored in the space that may be hazardous to the building or anything contained therein. This prohibition shall specifically prohibit explosives, illegal items, combustible materials, chemical, odorous or other inherently dangerous materials, unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.
7. **Maintenance:** Owner will keep and maintain the premises in good condition during the term of this Lease and any renewal thereof. Occupant will promptly advise Owner if the premises are in need of any maintenance or repair.
8. **No Assignment and Sublease:** Occupant shall not assign or sublease any interest in the Lease.
9. **Right to Enter:** Occupant agrees that Owner, or Owners representative shall have the right to enter the space without notice for purposes of repairs and examining for violation, or to comply with this agreement. Owner reserves right to remove contents to another space.
10. **Governing Law:** This Lease shall be governed by the Laws of the state of Georgia.
11. **Hold Harmless:** All property stored either in or on the space by Occupant or located at the facility shall be at the Occupants sole risk. OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT OCCUPANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR BEING ON OR ABOUT THE FACILITY, AND THEREFORE OCCUPANT MUST OBTAIN ANY INSURANCE DESIRED AT HIS OWN EXPENSE. OWNER STRONGLY RECOMMENDS THAT OCCUPANT SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY. Owner shall not be liable to Occupants lessees, invitees, family, employees, agents, or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, rain, tornado, explosion, act of god, or any other cause whatsoever. Occupant acknowledges that Owner does not take care, custody or control over the contents in or on the space or at the facility. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. Owner shall not be liable for loss or damage resulting from failure interruptions or malfunction of the utilities, appliances, or fixtures, if any, provided to Occupant under the terms of this lease agreement. Occupant hereby agrees to indemnify and hold harmless the Owner from and against any and all and any manner of claims for damage or loss to property or personal injury and costs including attorney's fees arising out of or from any activity, work or thing done, permitted, or suffered by Occupant in or on the space or about the facility.
12. **Access Code:** Occupant shall be assigned an access code for entry to and exit from the space. Occupant shall not permit any other person to use his access code.
13. **Notice of Change of Address/Phone:** Occupant represents and warrants that the information Occupant has provided in this rental agreement is true, accurate, and correct. Occupant agrees to give prompt written notice to Owner of any change in Occupants address or phone number. Occupant understands Occupant must personally deliver such notice to owner.
14. **Notice to Occupant:** Occupant hereby acknowledges by signing this agreement that he has read, understood, and accepts all the terms and conditions expressed in this agreement.

In Witness Whereof, the parties have hereunto set their hands and seals on the transaction date as specified above.

\_\_\_\_\_  
Occupant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Signature