

Agreement

CB AUTO STORAGE, LLC 28418 Tetons Rd, Pass Christian, MS 3957, hereinafter referred to as "Owner", hereby grants to the _____, hereinafter referred to as Tenant, the use of Owner's storage facilities for the term of the lease and on the following conditions as herein stated. The information on the reverse side shall be defined as (Premises).

1. FEE: Tenant agrees to pay the fee, for the term stated, at the premises. Each month's fee will be paid in advance or prorated in the case of first month's fee. Any fee paid more than five (5) days after it is due will be subject to a late charge of \$5.00 and additional charges may be made for payments made more than 20 days after due date. If Owner should accept a check for fee, then the following shall be deemed a term and condition of this agreement. If the check is returned or refused by any bank for whatsoever reason, the Owner shall have the right to apply, to the fees charged herein, a penalty of \$30.00. Owner reserves the right to demand cash, cashier's check or a valid money order in lieu of any check tendered by Tenant.
2. USE AND COMPLIANCE WITH LAW: The lot shall be used for no unlawful purposes. No property shall be stored in the lots unless Tenant "legally has the right" to have that property in this possession.
3. OWNER'S RIGHT TO DRIVE, INSPECT AND MAINTAIN: Tenant agrees that Owner or Owner's representatives shall have the right without notice to enter vehicle for the purpose to move, inspect or maintain depending on the agreed services. Owner reserves the right to remove vehicle.
4. NON-LIABILITY FOR OWNER AND INSURANCE OBLIGATIONS FOR TENANT: OWNER CARRIES NO INSURANCE IN WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE ON THE VEHICLE OR PREMISES AND HENCE TENANT MUST OBTAIN ANY INSURANCE DESIRED AT HIS EXPENSE. OWNER RECOMMENDS THAT TENANT SECURE HIS/HER OWN INSURANCE TO PROTECT HIMSELF AND HIS/HER PROPERTY AGAINST ALL PERILS. OWNER SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, STORMS, EXPLOSION, OR ANY OTHER CAUSES NATURAL OR MAN MADE WHATSOEVER. OWNER SHALL NOT BE LIABLE TO TENANT OR TENANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR REPRESENTATIVE OF TENANT FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY OR PERSONAL INJURY AND COST INCLUDING ATTORNEY'S FEES ARISING FROM TENANT'S USE OF STORAGE. TENANT MUST TAKE WHATEVER STEPS ARE NECESSARY TO SAFEGUARD HIS/HER PROPERTY.
5. DEFAULT, OWNER'S REMEDIES AND LIEN: If any fee or charge shall be due and unpaid, or if Tenant shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, Tenant shall be conclusively deemed in default in the performance of this agreement. In addition to such liens and remedies provided by law to secure and collect fees, and cumulative herewith, Owner is hereby granted a landlord lien upon Tenant's Property, now or at any time hereafter, stored in said unit to secure the timely performance of this agreement by Tenant and to secure the payment of all fees, charges and costs incident to Tenant's default. In case of default by Tenant, Owner, at its options may (a) terminate this agreement, or (b) re-enter, seize and or take possession of said property for arrears of fees or breach of covenant or by reason of abandonment, without being deemed guilty of any manner of trespassing or conversion, and without prejudice to any remedies of Owner. At the time of such re-entry and seizure the owner shall give notice in writing thereof to Tenant at the address of Tenant indicated on the address of this agreement as Tenant shall hereafter described in writing to Owner. Such notice shall be by certified mail, regular mail or electronic mail, and shall be deemed received by Tenant when deposited in the United States mail, postage prepaid, or sent electronically at the addressed as described below. At any time after thirty (30) days from the date of delivering said notice, the Owner may sell said property at public or private

sale. In the event proceeds of the sale are greater than necessary to pay his lien, including accrued and unpaid fees, charges, appraisal, moving, storage, and expenses of collection, re-entry and sale, the balance shall be paid to Tenant at the address described above. Notwithstanding anything to the contrary herein, Tenant expressly grants the right of disposal and destruction of any personal property including, but not limited to, all papers, pictures and documents.

6. HOLDING OVER: In the case of holding over by the Tenant after the expiration of any stated term, without written agreement, such holding over will be constructed to be a renewal from month-to-month.

7. CHANGE OF TERMS: All terms of this agreement, charges and conditions of occupancy are SUBJECT TO CHANGE, upon THIRTY (30) days prior written notice to Tenant. If changed, the Tenant may terminate this agreement on the effective date of the change. If Tenant does not elect to terminate this agreement, the change shall become effective and apply to this agreement.

8. ENTIRE AGREEMENT CLAUSE: This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. No amendment, or alteration of the terms hereof shall be binding unless the same be in writing and appear under paragraph "Additional Provisions".

NOTICES: Notices shall be in writing, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed as described on the agreement or at any new provided in writing to the Owner subsequent to the execution of this agreement.

C.B. AUTO STORAGE, LLC

BY: _____
Managing Member (Owner)

TENANT:

Signature

Print Name

