



# Climate Control

## HIGHWAY 11W SELF STORAGE

104 Jack White Drive

Kingsport, TN 37664

[www.hwy11wselfstorage.com](http://www.hwy11wselfstorage.com)

Ph 423-765-1065

Unit # \_\_\_\_\_ Gate Access # \_\_\_\_\_

**Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self storage facility.**

1. Your fee is \_\_\_\_\_ and is due on the first (1<sup>st</sup>) of each month.
2. Your fee is considered late if not received by the 10<sup>th</sup> of the month and is subject to a \$20.00 late fee.
3. *We will not send you a bill.* Please mail your payment, bring it into the office or pay online at [hwy381selfstorage.com](http://hwy381selfstorage.com)
4. We will accept ACH, credit card or bank card only for your monthly payments.
5. Door hours and Facility Access are 24 hours a day, seven days a week.
7. Office hours are from 8:00 Am to 5:00 PM. Monday through Friday. Please call above phone number after hours.
8. **We do not prorate when you vacate a unit.** If your unit is not vacant and keys are not returned to our office on the last day of the month by 5pm, a full month's rent is due. There are no exceptions!
9. A 30.00 fee is automatically charged for all returned items as well as a 20% lease value/\$20.00 late fee whichever is greater.
10. If we have not received your payment by 2nd day of the month, your access will be denied.
11. A partial payment will not stop fees or official procedures. Any agreement between tenant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and tenant to be binding
12. If rent is not paid by 15th of month, a default letter will be mailed, tenant will be responsible for all related expenses incurred.
13. A lock with 2 keys will be supplied to you as part of your \$25 set up fee, \$10.00 will be refunded when 2 keys and lock are returned upon move out with rent paid in full and unit cleaned per section #18.
14. If your payment is not received within 30 days of its due date, we will process your unit for public auction to enforce our statutory lien, pursuant to Tennessee Code Annotated Section 66-31-105 Enforcement of Lien. This may change from time to time depending on current law changes.
15. The enforcement of owner's lien against an occupant who is in default shall be in accordance with the following.
  - (1) No enforcement action shall be taken by the owner until the occupant has been in default continuously for a period of fifteen (15) days.
  - (2) After the occupant has been in default continuously for a period of thirty (30) days, the owner shall have the right to enforce the owner's lien in accordance with the following procedures:
    - ( A ) On Auction accounts paid, tenant has 3 days to vacate unit. Tenant will not be allowed to continue renting a unit.
    - ( B ) The occupant shall be notified in writing.
    - ( C ) The notice shall be delivered in person, verified mail or by electronic mail to the occupant's last known

address

( D ) The notice shall include:

( I ) An itemized statement of the owner's claim showing the sum due at the time of the notice and the date when the sum became due.

( II ) A demand for payment of the sum due within a specified time not less than thirty (30) days after the date of the notice.

( III ) A statement that the contents of the occupant's leased space are subject to the owner's lien.

( IV ) If the owner elects to deny the occupant access to the leased space or elects to enter and/or remove the occupant's personal property from the leased space to other suitable storage space, a statement so advising the occupant shall be included in the notice.

( V ) The name, street address and telephone number of the owner or designated agent whom the occupant may contact to respond to the notice: and

( VI ) A conspicuous statement that unless the claim is paid within the time stated, the personal property will be advertised for sale or will be otherwise disposed of at a specified time and place, not sooner than sixty (60) days after default.

( E ) Any sale or other disposition of the personal property shall conform to the terms of the notification as provided for in this section. If the personal property is advertised for sale and the sale is not consummated, the owner shall give written notice to the occupant of other disposition of the personal property.

( F ) Any sale or other disposition of the personal property shall be held at the self-service storage facility or at the nearest suitable place to where the personal property is held or stored.

( G ) After the expiration of the time stated in the notice and if the personal property has not otherwise been disposed of the owner shall advertise the sale of the personal property. Such advertisement of sale shall include, but not be limited to, the publishing one (1) time before the date of the sale of the personal property in a newspaper of general circulation which serves the area where the self-service storage facility is located. The advertisement shall include;

( I ) A statement that the contents of the occupant's leased space shall be sold to satisfy the owner's lien:

( II ) The address of the self-service storage facility and the number or other description, if any, of the space where the personal property is located and the name of the occupant.

( III ) The time, place and manner of sale.

( H ) Before any sale or other disposition of personal property pursuant to this section, the occupant may pay the amount necessary to satisfy the owner's lien and the reasonable expenses incurred under this section and thereby redeem the personal property. Upon the payment and satisfaction of the amount necessary to satisfy the lien, the owner shall return the personal property and thereafter the owner shall have no liability to any person with respect to such personal property.

( I ) The owner may buy at any sale of personal property to enforce the owner's lien.

( J ) A purchaser in good faith of the personal property sold to satisfy the owner's lien takes the property free of any rights or persons against whom the lien was valid, despite noncompliance by the owner with the requirements of this section.

( K ) In the event of a sale under this section, the owner may satisfy the owner's lien and the expense of such sale from the proceeds of the sale, but shall hold the balance if any for the delivery on demand to the occupant. If the occupant does not claim the balance of the proceeds within one (1) year of the date of the sale, such balance shall be deemed to be abandoned, and the owner shall pay such balance to the state treasurer who shall receive, hold and dispose of same in accordance with the provisions of the Uniform Disposition of Unclaimed Property Act, compiled in Chapter 29 of this title.

16. ***We do not assume liability for the goods you store.*** Adding stored goods to an existing policy is generally quite inexpensive; we recommend contacting your insurance agency.

17. Do not use the rental unit for anything but DEAD STORAGE. Do not store any flammable, explosive or illicit materials. **The unit is to be used for storage only.**

18. The storage unit must be vacated on or before the last day of the month for which rent has been paid and all terms and conditions of this agreement are met by the tenant.

19. The storage unit must broom clean, emptied, in good condition - subject only to normal wear and tear - and ready to re-rent.

20. Failure to turn in keys will result in your being charged the next month's rental and late fees.

21. Please keep us updated of any address changes, email address and/or phone number changes. Until we are notified in writing with your signature, the only valid address, email address and telephone number present is on the lease.
22. Please leave aisles clear and do not block another tenant's door.
23. Delivery drivers are to be met promptly and are not to block the front driveway ~~or gate~~ under any circumstances.

We will strictly enforce all policies and conditions in our contract. We do not make exceptions!

Thank you! We appreciate your business and look forward to your having a pleasant stay with us. If we can be of further help, please let us know.

TENANT MUST FILL OUT BELOW

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number