

ENTERTAINMENT31 LLC d/b/a PELHAM RV & BOAT STORAGE - RENTAL CONTRACT

Entertainment31, LLC d/b/a Pelham RV & Boat Storage - RENTAL CONTRACT

This is a month to month rental agreement.

2. PARTIES TO CONTRACT. The parties under this Rental Contract-Master Lease (the "Contract") are the "Operator," Entertainment31, LLC, an Alabama limited Liability corporation, 3150 Lee Street, Pelham, AL 35124, and the "Occupant", identified above.

3. SPACE. The "Space" is described in Section 1 above. Occupant agrees to lease the Space on a month-to-month basis on the terms and conditions contained in this Contract. The Space shall be occupied and used only in accordance with this Contract with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created by this Contract. Occupant has examined the Space and the Operator's premises (the "Premises") and agrees that the Space and the common areas of the Premises are satisfactory for all purposes, including the safety and security of Occupant's property, for which the Occupant shall use the Space or the common areas of the Premises. Occupant shall have access to the Space and the common areas of the Premises only during Operator's normal hours.

4. PAYMENT. For use of the Space, without any right to a billing statement or the right to a refund, set off, prior notice or demand, Occupant shall pay Operator the sum of \$_____ per month plus rental tax of 0%, due on the first day of each month for that month until this Contract is terminated. Upon signing this Contract, Occupant shall pay Operator one full month's rent, and if the first month is a partial month, the excess of that owed for the pro rata portion of the partial month shall be credited to rent payable for the immediately following month. Occupant shall not be entitled to a refund of rent paid for any reason including, but not limited to, rent paid in advance, in the event this Contract is terminated other than at the end of a month or in the event this Contract is terminated by Operator. In addition to rent, Occupant shall pay all fees, as determined by Operator, for the use of electricity and other services provided to and used by Occupant. Rent, late charges and other fees may be adjusted by the Operator effective the month following Operator giving Occupant notice of such adjustment. Such notice shall be given by Operator in writing no less than 15 days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment shall not affect any other terms or conditions of this Contract and all other terms and conditions shall remain in full force and effect.

5. USE OF PREMISES; COMPLIANCE WITH LAW. Occupant shall use the Space solely for the purpose of storing personal property belonging to Occupant. Occupant shall not store in the Space any explosives, highly inflammable goods, hazardous materials, metal drums, tires or any other goods that would pose a danger to any person, the Space or the Premises. Occupant shall not store any improperly packaged goods or perishable goods in the Space. Occupant shall not perform any welding in the Space or on the Premises. Occupant shall not use the Space or Premises or store any property on or about the Space which would result in the violation of any law, rules, regulations and ordinances of any governmental authority ("Laws") and Occupant shall comply with all Laws concerning the Space and the use thereof. Occupant shall not take any action that constitutes waste, alters the Space, or affix any sign on the Space that is a nuisance or unreasonable annoyance as determined by Operator in its discretion. Occupant acknowledges and agrees that the Space and the Premises are not suitable for the storage of heirlooms or precious, valuable, or irreplaceable personal property, such as books, records, writings, works of art, objects for which no immediate resale market exists and objects which are claimed to have special or emotional value to Occupant. Occupant agrees that the value of any such item shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Space may be used for storage only and that use of the Space to conduct any business or for human or animal habitation is prohibited. Occupant represents and warrants that Operator need not be concerned with the kind, quantity or value of property or goods stored by Occupant in or about the Space.

6. FEES; DEFAULT INTEREST. Occupant shall pay a \$50.00 fee for each dishonored check (considered dishonored each time the check is presented to, but not paid by, the bank). Occupant shall pay all fees that Operator incurs for the disposal of Occupant's trash or for the removal of Occupant's abandoned property. In the event Occupant fails to pay the rent by the 30th day of the month for which the rent is due, Occupant shall be in default of this Contract and shall pay, in addition to all other amounts due, a late charge of \$15.00 for the first month and a late charge of \$35 for each month thereafter until Occupant has paid all past due rent and fees. From the date of any default, in addition to late charges, Occupant shall pay Operator interest on all unpaid amounts not paid when due at the rate of 1.5% per month until all such amounts have been paid in full. Operator does not intend to charge interest in excess of that permitted by law.

7. OPERATOR'S LIEN. Occupant hereby grants, confirms, acknowledges and agrees that Operator and Operator's heirs, executors, administrators, successors and assigns have a lien upon all personal property located at or upon the Space or Premises for all rent, labor and 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.

8. DEFAULT; REMEDIES. (a) If Occupant fails to pay any monthly rent by the 30th day of the month for which the rent is due or fails to perform in a timely manner any obligation or duty set forth in this Contract, Occupant shall be in default of this Contract. Occupant shall pay all costs Operator incurs in collecting any amount due under this Contract, including but not limited to, attorneys' fees, collection agency fees, court costs and related fees. Acceptance by Operator of payment of less than all amounts needed to pay all rent and other charges due under this Contract shall not constitute a cure of such default nor a waiver by Operator of any of its right or remedies in connection with such default. During any default under this Contract, the Operator may lock the Space and may deny Occupant access to the Space and Premises and to any property stored by Occupant in, on or about the Space without incurring any liability to Occupant whatsoever. No act or conduct of Operator or Operator's Agents shall be deemed an acceptance by Operator of the surrender of the Space or the Premises by Occupant prior to termination of this Contract in accordance with Section 14 of this Contract unless Operator expressly consents to such surrender in writing.

(b) Occupant's property stored upon the Premises may be sold or otherwise disposed of if no payment has been received for a continuous thirty (30) day period after the date such payment was due. If the property is a vehicle or watercraft, and charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Operator may have the property towed from the Premises by an independent towing company and the Operator shall not be liable for (i) the property or for any damages to the property once the towing company takes possession of the property, (ii) identity theft or other harm resulting from the misuse of information contained in documents or electronic storage media that are part of the Occupant's property sold or otherwise disposed of and of which the Operator did not have actual knowledge. The Operator's lien on the Occupant's property is superior to any other lien or security interest, except those which are properly perfected and recorded in Alabama prior to this Contract, and except those liens or security interests of which the Operator has actual knowledge through the Occupant's written disclosure provided to Operator in Paragraph 1 of this Contract. Operator's remedies under this Paragraph 8 are cumulative with, and in addition to, every other remedy available to Operator, now or hereafter existing at law or in equity including, but not limited to, filing suit and obtaining a judgment against Occupant or engaging a collection agency to pursue collection.

9. LIMITATION OF OPERATOR'S LIABILITY; INDEMNITY. Operator, Operator's owners, directors, officers, and partners (all of which shall be included in the term "Operator" for purposes of this Section 9) and Operator's agents, representatives and employees (together they are referred to as "Operator's Agents") shall not be liable to Occupant for any damage, loss or personal injury to any person, Occupant or any property stored in, on or about the Space or Premises, arising from any cause whatsoever, including, but not limited to, actions or conduct in the placing of property on the Space and removing the same therefrom, any damages caused by Operator or Operator's Agents while on the Space or Premises, theft, fire, disappearance of property, rodents, acts of god or the active or passive acts, omissions or negligence of Operator or Operator's Agents, and Occupant hereby releases Operator and Operator's Agents from any and all such claims for damages, losses and injuries. Occupant shall indemnify and hold Operator and Operator's Agents harmless from any and all damages, losses, or injuries to any person or property arising out of or occurring in, on or about the Space or the Premises, arising in any way out of Occupant's use of or presence on the Space or Premises, whether occasioned by Operator or Operator's Agents' active or passive acts, omissions, negligence or otherwise, other than damage, loss or injury arising solely out of Operator or Operator's Agents' gross negligence or willful misconduct. Notwithstanding anything contained in this Contract to the contrary, in no event shall Operator or Operator's Agents be liable to Occupant or anyone claiming through or on behalf of Occupant in an amount in excess of \$500 for any damage, loss or personal injury to any person or property. Operator shall have the right, at its discretion, to move Occupant's property to other suitable storage facilities on the Premises without any advance notice to the Occupant.

10. INSURANCE; WAIVER OF CLAIMS. Any insurance protecting property stored in or on the Space or Premises against fire, theft, vandalism, burglary, damage or any other claims must be provided by Occupant. To the extent Occupant does not maintain such insurance coverage for the full value of the property stored in or about the Space, Occupant shall be "self-insured" and shall personally bear all risk of loss and damage. While information may be made available to Occupant with respect to insurance, Occupant understands and agrees that Operator or Operator's Agents are not insurers, insurance agents, insurance brokers or insurance solicitors and

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Operator and Operator's Agents have not assisted Occupant in the explanation of coverage or in the making of claims under any insurance policy. Nothing in this paragraph shall limit or reduce the rights and benefits of Operator under Paragraph 9.

11. RELEASE OF OCCUPANT INFORMATION; ENTRY AND INSPECTION OF OCCUPANT'S PROPERTY. Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy of the Space as may be required by law, ordered by a court or requested by governmental authorities or agencies including, but not limited to, law enforcement agencies and fire officials. Occupant hereby grants Operator, Operator's Agents and representatives of any government authority or agency the right to enter or access Occupant's property for the purpose of examining Occupant's property or the contents thereof, as may be necessary or appropriate to preserve the Space, comply with applicable law or court order (including search warrant) or enforce any of Operator's rights. In the event of any damage or injury to the Space or Occupant's property arising from the active or passive acts, omissions or negligence of Occupant, all expenses reasonably incurred by Operator to repair or restore the Space or Premises shall be paid by Occupant and shall be due upon demand by Operator.

12. ABANDONMENT OF OCCUPANT'S PROPERTY. All of Occupant's property which remains in or on the Space or the Premises after the termination of this Contract (other than the termination of this Contract while Occupant is in default), shall, at the option of Operator, be considered abandoned. Operator may sell, destroy or otherwise dispose of any abandoned property in order to satisfy Operator's lien and any other amounts due to Operator under this Contract, including but not limited to, any towing or storage costs. Occupant shall pay all costs that Operator incurs for the disposal of Occupant's trash or for the removal of Occupant's abandoned property. Additional fees may be assessed.

13. ALTERATIONS. Occupant shall not make or allow any alteration of any kind to the Space or Premises without, in each instance, obtaining the prior written consent of the Operator.

14. TERMINATION. Operator may terminate this Contract at any time by giving written notice to Occupant no less than seven (7) days before the end of the month in which the termination will be effective. Further, this Contract may, at the option of Operator, be terminated immediately upon any default by Occupant under the terms of this Contract or by the abandonment of the Space or property of Occupant. Occupant may terminate this Contract by giving written notice to Operator no less than fourteen (14) days before the expiration of the month in which the termination will be effective. In the event Occupant gives less than fourteen (14) days notice, Occupant shall pay the full sum set forth in Section 4 above for the following month plus any interest and late and other charges that accrue.

15. CONDITION OF PREMISES UPON TERMINATION. Upon termination of this Contract, Occupant shall remove all property from the Space unless such property is subject to Operator's lien rights pursuant to Paragraph 7 above, and shall immediately deliver possession of the Space to Operator in the same condition as delivered to Occupant when this Contract began. Occupant shall pay all costs that Operator incurs for the disposal of Occupant's trash or for the removal of Occupant's abandoned property.

16. NO WARRANTIES. Operator hereby disclaims any implied or express warranties, guarantees or representations as to the nature, condition, safety or security of the Space and the Premises including, but not limited to, the implied warranties of habitability and fitness for a particular purpose.

17. GOVERNING LAW; JURISDICTION. This Contract shall be governed and construed in accordance with Alabama law without regard to conflicts of law or choice of law principles. Any action related to this Contract shall be brought exclusively in the state or federal courts with jurisdiction over Shelby County, Alabama. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be invalid or unenforceable, such provision shall be modified to the extent necessary to make such provision valid and enforceable to the fullest extent of the law and all of the remaining provisions of the Contract shall remain in full force and effect.

18. NOTICES; CHANGE OF ADDRESS. Any written notices or demands required or permitted to be given under this Contract may be given by, and shall be deemed given upon (a) receipt if personally delivered, (b) two (2) days after depositing with the U.S. Postal Service if sent postage prepaid by first class certified mail or Express Mail and addressed to the receiving party at the address of such party provided in this Contract with evidence of delivery requested, or (c) upon sending if sent by fax or email to the receiving party's number or address set forth above provided the sender can produce electronic confirmation of sending such fax or email. In the event Occupant has a change of address, fax number or email from the information set forth in Paragraph 1 above, Occupant shall give Operator written notice of any such change within ten (10) days of the change, specifying Occupant's current residence, telephone and fax numbers and email address(es).

19. ASSIGNMENT. Occupant shall not assign or sublease the Space or any portion thereof without, in each instance, obtaining the prior written consent of Operator.

20. SUCCESSION. All of the provisions of the Contract shall benefit and bind the heirs, executors, administrators, representatives, successors and permitted assigns of the parties.

21. TIME. Time is of the essence of this Contract.

22. RULES AND REGULATIONS. The Operator's rules and regulations are posted in a conspicuous place at the Premises and are hereby made a part of this Contract by this reference. Occupant shall comply at all times with all such rules and regulations. Operator may change (including, but not limited to, adding or deleting) the rules and regulations and all such changes shall be effective immediately upon posting in a conspicuous place at the Premises.

23. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING. This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect to the subject matter. There are no representations, warranties, conditions, or oral or written promises, agreements or understandings by or between the parties which are not fully set forth in this Contract. No subsequent alterations, amendments, changes or additions to the Contract shall be binding upon the parties unless they are in writing (which may be electronic) and signed by the parties (which may be electronic).

Occupant/customer print _____ Signature _____ Date _____

Operator print _____ Signature _____ Date _____

END OF RENTAL CONTRACT

MAKE CHECK PAYABLE TO:
Pelham RV & Boat Storage
3150 Lee Street, Pelham, AL 35124
(205) 582-8411

www.PelhamRV.com