

# TWIN Enterprize

## AGREEMENT FOR RENTAL OF EXTENDED STAY LOT

5121 Lewisburg Hwy, Pulaski, TN 38478

Phone: 931-363-4104 email: twin@twinrentals.com

Office Hours: 7:00 am — 4:00 pm Monday — Friday, Closed Weekends.

Lot #: \_\_\_\_\_ Rent: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

Tenant: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Occupant's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Occupant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

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Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Auto Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate: \_\_\_\_\_ State: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Description of personal property to be stored: \_\_\_\_\_

**\*\*NO RENT REFUNDS\*\***

### **RENTAL OF SPACE:**

Twin Enterprises, (hereinafter referred to as "Owner") hereby rents to Tenant and Tenant hereby rents from Owner a Lot(s) set forth above (hereinafter referred to as "Lot") at the rate of rental set forth above, and subject to all terms and conditions of the rental Agreement as contained herein. Owner is not in the business of storing personal property for a fee. Under no circumstances shall Owner be deemed to be a bailee or other type of custodian of Tenant's personal property. Owner's employees are unauthorized to provide any services on behalf of Owner. Should Owner's employees provide services to Tenant at Tenant's request, Owner's employees shall be deemed to be acting as agents of Tenant.

### **PERIOD OF OCCUPANCY:**

The period of Occupancy created by this Rental Agreement shall begin as of the date of this Rental Agreement and shall continue from month to month thereafter. Rent is not pro-rated for early move out. Owner or Tenant may terminate the Period of Occupancy created hereunder by delivering written notice to the other party of its intention to do so at least seven (7) days prior to the last day in which the Period of Occupancy shall terminate unless the termination is due to violation to the agreement. If termination is due to a violation of the agreement, the tenant may be asked to vacate the premises immediately. Any property on the Lot after termination shall be deemed abandoned by Tenant. After said date, Owner may retake possession of the Lot and dispose of the contents therein without notice or liability to the Tenant. Owner may terminate this Rental Agreement by any means provided by law.

### **RENT:**

Tenant shall pay to owner on the first day of the Period of Occupancy, and on the first day of every month thereafter until the Period of Occupancy is terminated, without notice or demand, the amount of rental set forth above (herein after known as "Rent") due for that month. All rental payments shall be made to Owner via Credit/Debit Card and will automatically be charged each month unless written notice of cancellation by Tenant that meets the termination clause listed above. If Tenant does not want to provide a credit / debit card for automatic withdrawal, cash or check will be accepted for prepayment of 3-month rental. If the card is declined or check does not clear, finance charges will be applied, and the unit will be over-locked and a notice will be given in writing by the Owner, agents or employee. Once rent and fees have been received, the unit will be unlocked on the next business day by 4:30 p.m. Owner reserves the right to refuse a personal check after the 6th or delay unlocking until the check has cleared. Owner may increase the Rent by notifying Tenant in writing of the increase at least seven (7) days prior to the first day of the month for which increased Rent is due. Tenant shall pay the increased Rent from the date it becomes effective. If tenant is unwilling to pay the increased Rent, it may terminate this Rental Agreement as provided in the Paragraph entitled PERIOD OF OCCUPANCY. NOTICE: All personal property on Lot will be sold or otherwise disposed of if no rental payment has been received for a continuous 30-day period. Two legal notices containing the public auction date will appear in the Pulaski Citizen at the expense of the Tenant. Tenants who are scheduled for auction more than twice will receive a 30-day notice to vacate their unit(s).

### **WATER USAGE:**

Water is included in rental rate.

### **ELECTRICITY:**

Electricity is included in rental rate. Rent will be invoiced to the tenant and must meet the Rent terms listed above. If tenant is late, then the electric will be turned off until payment has been made and will be considered breach of contract.

**SECURITY DEPOSIT:**

The security deposit paid by you shall be held by Owner, without interest, and shall be refunded to you within two weeks after you have vacated the Lot. Any unpaid charges, including electricity and water, cleaning fees, costs of repair or other reasonable charges shall be deducted from the security deposit. It shall be mailed to you at the address specified in the written notice or the last known address on file. In order to receive full security deposit refund, tenant must deliver written notice of its intent to vacate the unit by the 15<sup>th</sup> of the month, leave the Lot clean by 9:00 p.m. on the last day of the month. Failure to give proper notice will result in a half-month's deduction from the security deposit. If the Lot is not empty and clean, a minimum of \$50.00 cleaning fee will be deducted from the security deposit.

**MAILBOX:**

Tenant will receive a mailbox number and key for the box located at the entrance of the park. All keys must be returned upon termination or \$25.00 will be deducted from deposit. Replacement keys will charge at \$25.00 each key.

**TRASH REMOVAL:**

Tenant is responsible to place all trash in bags and put into the dumpster provided by Owner. No loose trash shall be placed around lot. Any large items must be removed from property and not placed beside dumpster. A fee of \$25.00 will be assessed and may lead to violation and termination of the agreement.

**COMMUNITY SPEED LIMIT:**

The speed limit of the community is 10 miles per hour. Please keep in mind that there are children in the community catching the school bus as early as 6:30am and playing at various times.

**FIREARMS:**

The firing or discharging of any type of firearms such as a gun, pistol, rifle, BB gun, air gun, paint ball gun, and or any other type of weapon or toy that could cause harm to other tenants, neighbors, or property is strictly forbidden. No hunting is allowed in the community.

**BURNING OF MATERIAL:**

The burning of any type of material whether it is trash, leaves, limbs, or anything else is strictly forbidden in the community and rented premises due to smoke, noise, the possibility of fires to the land and or homes. Fire pits are acceptable only if properly maintained and is not left unattended.

**RISK OF LOSS OR DAMAGE:**

Owner shall have no liability for damage to or loss of property place in Tenant's Storage Space caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. Owner carries no insurance covering damage to or loss of Tenant's property. Tenant shall maintain a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief to the extent of 100% of the replacement value of Tenant's property. To the extent Tenant does not maintain such insurance, Tenant agrees to "self-insure" Tenant's property to the same extent as such a policy would have provided. Owner shall not be deemed to either expressly or impliedly provide any security protection to the Tenant's property stored in the Storage Space. Any security devices which Owner may maintain are for Owner's convenience only. Owner may discontinue its use of any security device in whole or in part at any time without notice to Tenant. Owner shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to Tenant's property caused by any act or negligence of Owner or any other person on the premises. Tenant hereby agrees to indemnify and to hold harmless Owner from any and all claims, including claims for which Owner is or is alleged to be negligent, for damages to property or personal injury and costs, including attorneys' fees, arising from Tenant's use of the Lot.

**USE OF LOT:**

- The Lot shall not be used for any unlawful purpose and shall be kept in good condition by Tenant. Tenant shall not use Lot to store any flammable, combustible, explosive, corrosive, chemical, odorous, perishable, noxious, or other inherently dangerous materials. Tenant warrants that all items placed by Tenant on the Lot shall be Tenant's own property or property which tenant is legally entitled to possess. Tenant shall not make any alterations to the Lot nor post any signs without the express written consent of Owner.
- The Lot must be kept clean, neat, and orderly. No personal property should be on other lot spaces or the grass area.
- Tenant shall not permit or create a nuisance to any other resident within the Community. The parties expressly agree that if Tenant or Tenant's spouse, family, friends, or guest any whether invited or uninvited maintain any nuisance on the premises or behaves in such a manner as to be obnoxious, annoying, or otherwise burdensome to the other tenants or to any agents of the Owner, the Owner at its sole election may terminate the Agreement and retain all deposits and advance rental payments in forfeiture. This includes but not limited to loud vehicles, loud music, hate crimes, or sexual, racial, religious slurs or acts, or any displaying of such. Should Tenant, Tenant's family, friends, guest whether invited or uninvited do so, may warrant an immediate eviction and termination of the Agreement.
- Only two Vehicles are allowed per lot.
- Parking in the grass area is strictly prohibited.
- No ATV / Off Road Motor Vehicles are allowed to be ridden on the property.
- No Pets of any kind are allowed outside unless they are accompanied by Tenant and the pet must be on a leash.

**DELIVERY OF NOTICE:**

Any notice provided under the Rental Agreement shall be given in writing by the Owner, its agents or employee.

**DEFAULT BY TENANT:**

Tenant agrees to pay Owner all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Owner in enforcing any of the terms or conditions of this Rental Agreement, or any of its rights and remedies under Tennessee law. Owner shall have a lien on all property stored by Tenant on the Lot for all Rent, labor charges, or other charges, present or future, including attorney's fees and costs, in relation to the Lot or property and for all expenses necessary for its preservation, or expenses reasonably incurred in its sale or other disposition pursuant to Tenn. Code Ann. § 66-31-101 et seq. In the event that the Rent or other charges set forth in this Rental Agreement are not paid within five (5) days after becoming due, Owner shall have, in addition to all other remedies provided by law, all rights and remedies set forth under Tennessee law.

**EXCLUSIONS OF ALL WARRANTIES:**

Tenant agrees that Owner, its agents and employees have not made and make no representations of warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever related to the Lot. Owner's, its agents', and employees' oral statements do not constitute warranties, and shall not be relied upon by the Tenant, nor shall any of said statements be considered a part of this Rental Agreement. The entire agreement and understanding of the parties is hereto embodied in this writing and no other warranties are given beyond those set forth herein. It is further understood and agreed that Tenant has been given an opportunity to inspect and has inspected the Storage Space, and that Tenant accepts the Storage Space as is and with all faults.

**MISCELLANEOUS:**

- A. Tenant is aware that office staff is not available outside of normal office hours and all inquiries, issues, or questions can be addressed during those hours ONLY.
- B. If any provision of the Rental Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Rental Agreement.
- C. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. The provision of the Rental Agreement, and the rights of the parties hereto, shall be construed in accordance with the applicable laws of the State of Tennessee.
- D. No express or implied waiver by Owner of any breach or default by Tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be waiver of any of Owner's rights hereunder.
- E. No subletting of the Lot or any portion thereof or assignment of this Rental Agreement by Tenant is permitted.
- F. The captions appearing in this Rental Agreement have been included only as matter of convenience, and shall in no way be interpreted to define, limit, construe or describe the scope or intent of any of the provisions of this Rental Agreement, nor in any way to affect this Rental Agreement.
- G. This Rental Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Tenant.
- H. The exclusive jurisdiction for all disputes between Owner and Tenant in which the amount in controversy is \$25,000 or less shall be the General Sessions Court of Giles County, Tennessee. All other disputes shall be resolved by arbitration with the American Arbitration Association, with a hearing locale of Shelby County, Tennessee. Tenant is responsible for all arbitration costs and expenses.

☐ TENANT HAS READ THE FOREGOING RENTAL AGREEMENT, INCLUDING THE TERMS ON THE REVERSE SIDE HEREOF.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER'S RESIDENT MANAGER

\_\_\_\_\_  
DATE

## Credit Card Authorization

**Name** \_\_\_\_\_

**Billing Address** \_\_\_\_\_  
(address of credit card statement)

**Credit Card Type:** \_\_\_\_\_ **CVV Code:** \_\_\_\_\_  
(Last 3 digits on back of card)

**Credit Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

*I, the undersigned hereby declare that the credit card information above is true, accurate and appears in the name as stated and authorization is given to TWIN Enterprize to use this credit card for automatic monthly charges as stated in the lease. Further, I authorize my credit card company to accept and to charge my account purchases.*

**X** \_\_\_\_\_  
Signature of cardholder

*Please include a photo ID front and back and a copy of the card to be charged, front and back.*