

SELF-STORAGE RENTAL AGREEMENT

THIS SELF-STORAGE RENTAL AGREEMENT, dated as of _____, is between _____ (“Owner”), and _____ (“Occupant”).

1. Basic Information:

Property Name and Address: _____

Monthly Rent: \$ _____

Due Date for the Payment of Monthly Rent: _____

Commencement Date: _____

Storage Unit Number: _____

Occupant’s Name: _____

Occupant’s Phone Number: _____

Alternate Phone Number: _____

Occupant’s Mailing Address: _____

Occupant’s Email address: _____

Occupant shall promptly notify Owner of any changes in Occupant’s contact information.

- Occupant is in the Military. Occupant shall provide evidence of the service to the Owner. The Owner will rely on this information to determine the applicability of the Service-Members Civil Relief Act.
- Insurance provided by Owner. Cost to Occupant: \$ _____ per _____
- Climate Control. Notwithstanding the foregoing, Occupant acknowledges that the temperature of the Unit will vary based upon outdoor temperatures and the Unit will not provide a consistent internal temperature or humidity control.
- Lock provided by Owner Lock provided by Occupant

2. Rental of Unit. Upon the terms and conditions set forth in this Agreement, upon the Commencement Date specified above and on a month-to-month basis thereafter until terminated, Owner hereby leases and lets to Occupant the above-described Unit, and Occupant agrees to rent



same from Owner. The minimum rental period under this Agreement is one month. There shall be no proration of rents for partial months. Occupant shall not assign this Agreement or sublet the Unit, whether in whole or in part, without the express prior written consent of Owner.

Lock: Occupant shall ensure that the Unit is locked at all times. Occupant shall provide a copy of the key to Owner and shall not double-lock the Unit. Occupant is responsible for all persons who have keys and access to the Unit. If Owner detects that the Unit is unlocked, Owner shall have the right (but not the obligation) to lock the Unit on Occupant's behalf.

3. Month-to-Month Term. This Agreement is strictly on a month-to-month basis and may be terminated by either party upon not less than 30 days advance written notice.

4. Use. The Unit shall only be used by Occupant for the storage of personal property belonging to Occupant. Occupant shall not store any contraband, stolen goods, illegal substances, hazardous materials, explosives, or any flammable, odorous, noxious, corrosive materials or any other item which could cause damage to the Unit or other units within the self-storage facility. Occupant expressly understands and agrees that the Unit is not habitable for occupancy of persons or animals and agrees that it will not reside, sleep, utilize, conduct business or otherwise pass the time in the Unit or otherwise use the Unit as a shop or studio, and shall not use the Unit otherwise than strictly for the purpose of storing goods as provide herein. In addition, Occupant shall not store items of substantial monetary or sentimental value, such as cash, jewelry, heirlooms, art, collectibles, securities, important papers, important photos, or other irreplaceable items. The Unit is not intended as wine storage. Occupant agrees that the Unit will not be used for any unlawful purpose or used in any manner contrary to any applicable law, ordinance, regulation, fire code, or health code. Occupant shall not install any light fixture or signage in the Unit. Violation of any use restriction set forth herein is grounds for immediate termination by Owner of this Agreement and/or denial of Occupant's access to the Unit.

5. Limitation on Value; Occupant's Insurance. Occupant agrees that the aggregate value of the items stored in the Unit shall not exceed \$_____ (“Maximum Value”). Owner is not responsible for any theft, water damage, fire, smoke, tornado, rodent, infestation, mold, mildew, vandalism, mysterious disappearance, or any other damage or loss whatsoever to any items in the Unit. Owner strongly recommends that Occupant obtain renter's insurance of sufficient scope and coverage to provide insurance coverage with respect to Occupant's property stored at the Unit. Any such insurance shall be arranged by Occupant and shall be at Occupant's sole cost and expense.

6. Default. In the event Occupant (i) fails to pay the full amount of Rent on or before the Due Date, or if any payment of Rent is dishonored due to insufficient funds, or Occupant fails to pay any other monetary obligation hereunder when due, (ii) defaults under any other obligation under this Agreement (iii) is renting another unit from Owner and is in default under such other rental agreement, then Occupant shall be in default under this Agreement. In such event, Owner shall have all rights and remedies available to Owner under applicable law, which may include without limitation denial of access to the Unit, auction, storage lien sale or foreclosure of the contents of the Unit, upon proper prior notice, or pursue other damages as against Occupant. Occupant



understands that once an auction or lien sale has been scheduled due to Default by Occupant, only payment in full of the full balance due (including current and past due Rent and all default fees, late fees and other monetary obligations hereunder) will serve to stop the sale. Partial payments will not serve to halt a scheduled auction or lien sale.

7. Payment of Rent. Occupant shall pay Rent in the amount specified above, on or before the due date specified above. Owner accepts electronic payments, checks and credit cards. Payments may be delivered or mailed to the following address: _____

8. Right of Access. Owner shall have the right to deny access to the Unit to any party other than Occupant. Notwithstanding the foregoing, Owner shall not be obligated to deny access to the Unit to any party as to whom Occupant has provided or authorized access or provided a key or gate code to the Unit. In addition, Owner will not deny access to a party if such party presents Owner with a valid court order authorizing or mandating access to the Unit or possesses apparent written authorization to access the Unit from Occupant. If Rent is not paid on or before the Due Date set forth herein, Owner may deny Occupant access to the Unit. In addition, if Occupant is renting more than one unit from Owner and is delinquent in rent with respect to such other unit, or is otherwise in default under such other unit rental agreement, such other default shall be deemed a default under this Agreement and shall entitle Owner to deny Occupant access to the Unit. In addition, Owner shall have the right to set hours of operation as to which access to the Unit may only be available, and may require proof or verification of Occupant's identity as a condition of allowing Occupant access to the Unit.

9. Fees. Upon execution of this Agreement, Occupant shall pay Owner the following:

- Security deposit in the amount of \$ _____
- Lock fee in the amount of \$ _____
- New account fee in the amount of \$ _____
- Monthly invoice fee in the amount of \$ _____

Unless otherwise specified by check box immediately above, Owner will not send a monthly invoice to Occupant.

In addition, if Rent is not received within ____ days of the due date therefor, Occupant shall be responsible for a Late Fee, which shall be assessed in the amount of \$ _____, for each month that Rent is past-due.

If any check is dishonored for any reason, Occupant shall pay, in addition to any Late Fees, a return check charge of \$ _____. Additionally, if Occupant's property is processed for foreclosure, auction or lien sale, Occupant shall be responsible for a \$ _____



Auction/Publication Fee. Occupant shall pay all costs of collection, including without limitation the fees specified above, collection agency fees and court costs. If Occupant's lock must be cut, Occupant shall pay for a Lock Cut Fee of \$_____.

10. Indemnification. Occupant hereby indemnifies and holds Owner harmless of and from any and all claims, damages, fines, judgments, awards, and fees incurred by Owner as a result of Occupant's use of the Unit or default hereunder, including without limitation attorney's fees and court costs, and any personal injury, property damage, damage to the Unit or other units or property at the self-storage facility caused by Occupant. Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property stored in the Unit. Occupant acknowledges that Owner's liability under this Agreement, whether due to wrongful lien sale or otherwise, shall be capped at the Maximum Value specified in Section 5 of this Agreement.

11. As-Is Condition. The Unit is provided to Occupant on an as-is/where-is basis, with no representation or warranty whatsoever. The square footage or dimensions of the Unit as indicated in any marketing materials or as specified herein, are approximate only and do not constitute a representation or warranty whatsoever as to the size of the Unit. Occupant shall not alter, damage, or make any improvements to the Unit in any fashion whatsoever.

12. Right of Entry. Owner shall at all times have the right to enter the Unit, if deemed necessary or appropriate for security reasons as determined by Owner in its sole discretion, or if Owner believes Occupant is in breach of any term or provision of this Agreement or applicable law or if presented by law enforcement with a search warrant with respect to the Unit. Occupant authorizes release of any information in Owner's possession pertaining to Occupant and the Unit to law enforcement in connection with a subpoena, request for documents, or search warrant.

13. Termination. This Agreement shall continue a month-to-month basis unless Occupant or Owner delivers to the other party a written notice termination least thirty (30) days prior to the end of the then-current rental period. Notwithstanding the foregoing, Owner may immediately terminate this Agreement and Occupant's rights with respect to the Unit if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Unit on or before the date of termination of this Agreement. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Unit and remove all property therefrom. All items, including boxes and trash left in the Unit after vacating, shall be deemed abandoned by Occupant and of no value to the Occupant, and will be discarded by the Owner at the expense of the Occupant. If Owner incurs a cost in the removal or disposal of such items, Occupant shall indemnify Owner for the cost of same.

14. Abandonment. If the Unit remains vacant and without a lock for a period of ten (10) days or more, the Unit will be deemed abandoned, and Owner shall have the right to terminate this Agreement.

15. No Bailment. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL



OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED IN THE UNIT SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.

16. Changes. All items of this Agreement, including but without limitation, the Rent, conditions of occupancy, and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

17. Owner's Lien Rights. Owner shall have lien rights with respect to the Unit and Occupant's personal property therein, to the maximum extent permitted by applicable law. Occupant acknowledges that this may include the right of Owner to possess and sell Occupant's property upon a default hereunder, upon proper notice, and to collect all rents and other sums due hereunder.

18. Attorneys' Fees. If Owner retains the services of an attorney in connection with the enforcement of this Agreement and Owner's rights hereunder and prevails in any such action, Occupant shall be liable for, and shall indemnify Owner for such attorney's fees.

19. Unenforceability. If any term or provision herein is deemed invalid, void, or unenforceable, such provision shall be severed from this Agreement, and any such finding shall not impact the remainder of the terms and provisions herein.

20. Successors and Assigns. This Agreement is binding upon the parties hereto and their respective heirs, successors, and assigns.

21. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the self-storage facility is located.

22. Waiver of Jury Trial. The parties hereto hereby waive their respective right to a jury trial for any cause of action, claim, counterclaim, or cross complaint, at law or in equity, in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER: _____

By: _____

Title: _____

OCCUPANT:

By: _____

Print Name: _____



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