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AGREEMENT

Tenant Name:

Unit#:

(Tenant Street Address)

(Tenant City, State, Zip)

(Tenant Home Phone)

(Tenant Cell Phone)

(Tenant Drivers License No.)

(State)

(Tenant Email Address)

(Spouse/Roomate Name)

(Spouse/Roomate Phone)

(Spouse/Roomate Email Address)

I authorize operator to release information about my unit to the following individuals:

Type of goods stored (circle one): Household **Truck** Business Property Motorcycle Business Records RV Car Other

Lienholder or secured part, if any _____

Vehicle Make: _____ Vehicle Model: _____ Vehicle Year: _____
Plate#: _____

How did you hear about us? (circle one): Yellow Pages Drive By Internet Referral
Other: _____

(Starting Date) (Storage Unit #) (Unit Size) (Monthly Rental)

Other Conditions: _____

Rent Due Date: 1st of Month _____

Rent is due on the selected Rent Due Date. Rent is late 5 days from your Due Date. Late-Fee amount is \$25.00. The late fee is due when you pay on your account.

Executed on _____

X _____
(Tenant Signature)

(Management Signature)

This Agreement does not give a possessory interest to Tenant in the premises. It is a contractual license to enter upon the premises and to use the premises for storage.

The LANDLORD Agrees to license the use of the above-described premises to TENANT on the terms specified above and on the terms and conditions set forth below and on the reverse side of this AGREEMENT, and TENANT on execution of this AGREEMENT hereby accepts the same, and acknowledges receipt of a completed Storage Agreement.

TERMS AND CONDITIONS

1. All payments are payable in advance of the due date without demand, as specified above. (You will not be billed.) Units will not be licensed for a period of less than one month. There shall be no refunds of monthly storage fees.

The Tenant hereby acknowledges that:

Initial:

- X _____ Unit(s) were requested for a period of month to month and Tenant is liable to pay the full months rent even if the Tenant moves out prior to the end of the month period.
- X _____ Unit(s) were requested for a period of 6 months and Tenant is liable to pay the full 6 months rent even if the Tenant moves out prior to the end of the 6 month period. (xx% discount)
- X _____ Unit(s) were requested for a period of 12 months and Tenant is liable to pay the full 12 months rent even if the Tenant moves out prior to the end of the 12 month period. (xx% discount)

2. A nonrefundable new account administration fee in the amount of **\$25.00** shall be paid by Tenant at the commencement of this Agreement (waived for existing customers). A late charge of **\$25.00** will be assessed if the payment is not received the 5th day following the due date.. An NSF charge of **\$30.00** will be assessed for returned checks. Once a payment has been attempted with insufficient funds or no account check, all future payments must be made in cash, money order or certified check.

3. **LOCK.** Tenant shall purchase from Landlord, a lock for the premises in the amount of the lock **\$18.00 plus tax** (waived for existing customer units). Only one (1) lock will be allowed on each door. Surplus locks will be removed at the expense of Tenant. If key for lock is misplaced, lost, stolen, etc. a **\$75.00** fee will be paid by the Tenant to cover the cost of removing the lock. Tenant shall purchase a new lock from the Landlord.

4. **NOTICES.** All notices required by law, or by this Rental Agreement, may be sent to Tenant at any of the addresses given by Tenant above, by first class mail, postage prepaid, and shall be deemed given when deposited in the U.S. mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five (5) days after mailing. Tenant is responsible for notifying Landlord in writing of the change of any of the addresses given by Tenant. Landlord shall not be presumed to have received notice of any change of address unless given in writing by Tenant, and sent to Landlord at Landlord's address given above, by first class mail, postage prepaid.

5. **INSURANCE.** Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees.

The Tenant hereby acknowledges to:

Initial:

- X _____ **obtain such insurance through a third party insurance agent, insurance carrier or other source and that**
- X _____ **Landlord is not responsible for any risk or loss**

6. Tenant understands Landlord has a security interest and lien on personal property and goods stored in the premises under this Agreement for payment of all charges and fees due and unpaid and may sell same with proper notice, as described in paragraph 15 of this Agreement, if Tenant is in default.

7. If Tenant is in default under any of the terms and conditions of this Agreement, access to the premises may be denied by Landlord.

8. Unless otherwise specified above, the Agreement is a month-to-month agreement. The amount of the monthly storage fees may be adjusted by Landlord effective the month following written notice by Landlord to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment in the monthly storage fees shall not otherwise affect the terms of the Agreement.

9. **USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for storage of personal property and household goods owned by the Tenant. Since Tenant stores personal property or goods without Landlord's knowledge, supervision, or control, it is specifically agreed that the Landlord is not aware of or concerned with the kind, quality and value of any personal property or goods stored by the Tenant pursuant to this license. Tenant shall disclose in writing to the Landlord any lienholders or secured parties who have an interest in property that is or will be stored in

the premises. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property does not have any value, nor shall anything herein alter the release of Landlord's liability set forth in paragraph 19 below. Tenant further agrees that the premises will not be used for operation of any business or animal occupancy. Trash or other discarded materials shall not be allowed in or near the premises. The storage of welding, flammable, explosive, environmental contaminants or other inherently dangerous materials is prohibited. Vehicles or other similar fuel-driven equipment may be stored only if the fuel tanks are empty. Tenant shall not store in the premises any improperly packaged food or perishable goods or any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or use or do any act or cause to be done any act which creates or constitutes, or may create or constitute, a nuisance, waste or unreasonable annoyance to others in or upon or connected with the premises. Tenant acknowledges and agrees that the premises are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists, and other objects which are claimed to have special or emotional value to Tenant.

10. **ACCESS.** At Landlord's sole discretion, Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order and to protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity, requiring Tenant to sign in and out upon entering and leaving the premises.
11. **RULES.** Tenant agrees to abide by all company rules and policies of Landlord that are posted and are now in effect or that may be put into effect from time to time. Landlord agrees to conspicuously post or to supply written copies of said rules and policies to Tenant as they now exist and as they may be modified or adopted in the future.
12. **CONDITION AND ALTERATION OF PREMISES.** Tenant has examined the premises and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Landlord of any defects, dilapidations or dangerous conditions. Tenant agrees to keep the premises in good order and condition and to pay Landlord promptly for any repairs of the premises caused by Tenant's negligence or misuse of the Tenant's invitees, licensees, and guests. Tenant shall make no alterations or improvements to the premises without the prior written consent of Landlord. Should Tenant damage the premises or make alterations, or do painting or redecorating, without the prior written consent of the Landlord, then all costs necessary to restore the premises to its prior condition shall be borne by the Tenant.
13. **INSPECTION.** Landlord may enter the premises for purposes of inspection without prior notice to the Tenant whenever Landlord believes that any hazardous condition, violation of law or nuisance has been created or is occurring in the premises or for repairs to the interior or the door.
14. **TERMINATION.** **This Agreement may be terminated by Landlord by giving ten days written notice to Tenant. The occupancy may be terminated by Tenant by giving written notice to Landlord ten days prior to the monthly due date. In the event Tenant terminates the occupancy, Tenant shall not be entitled to a refund of monthly storage fees. As a condition for such termination, and prior to the return of any deposit, Tenant shall completely vacate the premises, leaving it in good and clean condition; reasonable wear and tear accepted and allows Landlord to inspect the premises in Tenant's presence to verify the final condition and content of the premises. As a further condition of termination, Tenant shall leave a forwarding address where Tenant may be served by mail in any action to recover unpaid charges or for damages to the premises.**
15. **DEFAULT AND ABANDONMENT.** This Agreement is also a security agreement by and between Tenant, as debtor, and Landlord, as secured party, upon all personal property and goods now and hereafter stored or placed in the premises by Tenant, and is a prior security interest and a first lien on all of the same until the payment obligations of Tenant secured hereby are paid in full. Tenant hereby grants to Landlord a security interest in all such personal property and goods as security for the payment and performance of Tenant's obligations hereunder, and as otherwise provided by law, Landlord is hereby given a lien upon all such goods or personal property of any description placed in or upon the premises by Tenant to secure landlord for any payment of storage fees and charges and other amounts due it hereunder. In addition to any lien or remedy provided by law, and in the event of the breach of covenant hereof or default by Tenant in the payment of storage fees or charges or other amounts when due, Landlord shall have all rights and remedies granted by law, particularly by the Uniform Commercial Code, including without limitation the right, without notice to Tenant, to take immediate possession of the premises and all of the Tenant's personal property and goods therein and to remove or store the same at the expense of the Tenant and after giving Tenant reasonable written notice of the place and time of any public sale or after which any private sale or other intended disposition thereof is to be made. Landlord may sell all of such property at such sale, or so much thereof as is necessary to pay the expense of transfer, storage, sale, legal expense, record lienholders and arrearage in payment. In the event proceeds of the sale exceed the amount of the lien plus costs of conducting the sale, Tenant shall be notified, by first class mail, at Tenant's last address given Landlord in writing, of the amount of the excess funds, and the Landlord shall hold such funds for Tenant's account for 21 days after the date of sale.

Thereafter, Landlord shall treat the funds as abandoned monies and shall dispose of the funds as allowed by law. All notices under this paragraph may be given in any manner, and to any address, authorized by the terms of the agreement. All rights and remedies of Landlord, as secured party, shall be cumulative and may be exercised singularly or concurrently at Landlord's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. If any notice is required to be given to Tenant, as debtor, of an intended sale or disposition of property, notice will be considered commercially reasonable if mailed by first class to the address of Tenant specified in this Agreement at least seven (7) days before the date of intended sale or disposition (unless the property or goods are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market; in such case, the 7-day notice is not required). In the event Tenant cannot be located for the purpose of receiving a written notice, notice of public sale published in a newspaper of general circulation in the county where the premises is located will be considered as adequate notice. Tenant may redeem his/her personal property and goods prior to the sale date by paying all monies due including past due monthly payment amounts, late charges and an administrative fee to cover Landlord's expenses in preparing for such sale. Should the Tenant's personal property or goods produce less money at a public or private sale than the total amount owed by the Tenant, the Tenant shall be liable for the balance still due or any deficiency existing. Landlord reserves the right to purchase the Tenant's stored personal property or goods through the public sale process. Tenant shall not abandon the premises at any time during the term of this Agreement. In addition to any other circumstances indicating abandonment by Tenant, it is specifically agreed that in the event the payment is due, owing, and unpaid in any part for 30 consecutive days, it shall be conclusively presumed that the Tenant has abandoned the premises. In the event such abandonment occurs Tenant agrees the Landlord may enter and inspect the premises, terminate the occupancy and dispose of all property left in the premises by tenant in accordance with this Agreement and applicable

provision of law.

16. **ASSIGNMENT OF SUBLETTING.** Tenant shall not sublet or assign or sublicense all or any portion of the premises or Tenant's interest therein without prior written consent of the Landlord.
17. **LEGAL FEES.** Tenant agrees to pay all costs, charges and expenses, including but not limited to reasonable attorneys' fees, certified mail charges, lock out fees and auction fees, incurred by Landlord in connection with the collection of all amounts due hereunder, the enforcement of any rights under this Agreement or any controversy arising from or in connection with this Agreement. All such costs, charges and expenses shall be made a part of any lien claimed by, or judgment rendered for, Landlord. If no legal action is instituted by Landlord, such costs, charges and expenses shall be paid by Tenant along with any other claims by Landlord. If legal action shall be brought by Landlord for any breach of this Agreement, Tenant shall pay to Landlord all costs, expenses and reasonable attorneys' fees incurred by Landlord in such action.
18. **INDEMNITY.** Tenant, for himself, his agents, personal representatives, heirs and assigns does hereby indemnify and agree to hold the Landlord, and its principals, agents, employees, successors and assigns, free and harmless from any and all claims, demands, liabilities, actions, causes of actions, damages, attorneys' fees and cost of every kind and nature whatsoever, that are hereafter made, asserted, or brought by any person or entity whatsoever as a result of or arising out of Tenant's use or occupancy of the premises. In addition, at Tenant's own cost, the Tenant shall, upon demand of the Landlord, its principals, agents, successors or assigns, provide all necessary defense of any or all of them of any such claim, demand, liability, action or cause of action.
19. **RELEASE OF LANDLORD LIABILITY.** As a further consideration for the use and occupancy of the premises, Tenant for himself, his agents, personal and legal representatives, heirs and assigns, guests, licensees or invitees, for any loss or damage, injury or death caused to them or their property as the result of the use and occupancy of the premises arising from any cause whatsoever. It is further agreed that if any stored property is placed in the premises at Tenant's sole risk, with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder; and Landlord and Landlord's principals, agents, employees, successors and assigns are hereby released from, and shall have no responsibility or liability for, any loss to said property from any cause whatsoever. It is agreed by Tenant that such release of Landlord liability is a bargained condition of the payment set forth herein, that Landlord does not carry insurance to cover losses or damages to Tenant's property from any cause whatsoever, and that were the Landlord not released from liability as set forth herein, that Landlord does not carry insurance to cover losses or damages to Tenant's property from any cause whatsoever, and that were the Landlord not released from liability as set forth here, a much higher payment would have to be agreed upon. Tenant further acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of theft, burglary, vandalism, fire, extended coverage perils or other damage or destruction of this stored property. In the event Tenant acquires such insurance, Tenant hereby agrees to waive all rights of subrogation against Landlord, its principals, agents, employees, successors and assigns, for any liabilities released herein. Tenant acknowledges that Landlord does not warrant or represent, expressly or impliedly, that Tenant's property will be safely kept, nor that it will secure against theft, burglary or vandalism, nor that the premises is secure against hazards caused by electricity, gas, water, fire, or the elements of weather or earthquake; and Landlord hereby expressly disclaims any such warranties or representation.
20. **SECURITY OF PREMISES.** Tenant agrees to purchase a lock from Landlord, for securing access to the premises. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the premises is rendered insecure in any manner, Landlord may, at its sole option, take whatever measures deemed necessary by Landlord to re-secure the access to the premises. Landlord is not responsible for taking any measures, whatsoever, or for notifying Tenant has that access to the premises become insecure. The fact the Landlord has taken measures to re-secure the access to the premises under this paragraph shall not alter the limitations upon Landlord liability set forth in paragraph 19 of this Agreement, nor shall such measures be deemed a conversion of Tenant's stored property.
21. **RENTAL AGREEMENT.** Tenant has read and agrees that he/she understands the above Rental Agreement and Terms Conditions. X _____ Initial Here