

# Storage Unit Rental Agreement

NAME \_\_\_\_\_

SOCIAL SECURITY OR FEDERAL ID NO: \_\_\_\_\_

                    Last            First            Middle Initial

DRIVERS LICENSE NO: \_\_\_\_\_

ADDRESS \_\_\_\_\_

                                    Street

\_\_\_\_\_ Midland Store-N-Lock      \_\_\_\_\_ 32 Storage –Mt. Orab

                    City                    State            Zip

HOME PHONE \_\_\_\_\_

ARE YOU 18 OR OVER? YES NO

EMPLOYER \_\_\_\_\_

ADDRESS \_\_\_\_\_

Street

WORK PHONE \_\_\_\_\_

                    City                    State            Zip

PERSON(S) OTHER THAN TENANT AUTHORIZED TO ENTER UNIT:

1.) \_\_\_\_\_

2.) \_\_\_\_\_

EMERGENCY CONTACT:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

NOTICE: THE MONTHLY OCCUPANCY CHARGE AND OTHER CHARGES STATED IN THIS LEASE ARE THE ACTUAL CHARGES YOU MUST PAY.

Owner agrees to lease to Tenant Unit No: \_\_\_\_\_ (size approximately \_\_\_\_\_ x \_\_\_\_\_) on the following terms and conditions:

1. **Term.** This agreement is entered into by and between The Smoke Stacks, LLC and its agents, hereinafter called Owner, and the above stated Tenant. Said space is to be occupied and used for the purposes specified herein beginning on the day of \_\_\_\_\_, and continuing month-to-month until terminated or revised. Owner reserves the right to revise any part of this Lease with one (1) month advance notice to Tenant. Said revised Lease shall not require Tenants signature to become effective.

2. **Occupancy Charges.** Tenant shall pay Owner all of the following mandatory charges:

(a) Rent and sales tax: Tenant shall pay Owner rent in the amount of \$ \_\_\_\_\_ on the 1<sup>st</sup> day of each calendar month at the Owners address set forth above, without notice, demand, deduction or offset. Rent for the first month of occupancy will be prorated on a daily basis plus one months deposit. There will be no proration for the last month of occupancy.

(b) Late charge: If Tenant does not pay in full any monthly payment before close of business on the 5<sup>th</sup> day of the month; Tenant shall pay Owner a \$15.00 late charge for each delinquent installment. It is our policy to deduct late charges from any payment received late and credit the balance to rent.

(c) Returned checks: If any of Tenants checks are returned for any reason, Tenant shall pay Owner, on demand, a service charge of \$ 25.00 for each returned check.

(d) Clean-up charge: If tenant does not return the unit to Owner in "broom clean" condition; Tenant shall pay Owner, on demand, a minimum \$75.00 clean-up charge.

3. **Default.** Owner shall have a lien on all personal property stored in Tenant unit or on the proceeds of said personal property in Owner possession. Said lien attaches as of the date such personal property is brought to the self-storage facility.

NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold or disposed of at the discretion of The Smoke Stacks, LLC. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you. If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default and Owner will take the following actions:

(a) Upon the failure of Tenant to pay rent within five (5) days of when it becomes due, the Owner may, without notice, overlock said unit thereby denying the Tenant access to the personal property located in the self-storage facility and pursue all other remedies afforded to Owner pursuant to Ohio Law.

(b) On the 30<sup>th</sup> day of continuous default, or thereafter, Owner may enforce its lien on the personal property stored in the unit for: rent, late charges, labor, damages, cleaning fees; charges for checks returned to Owner, postage amounts for mail (ordinary, registered and certified) providing notification of late charges, expenses necessary for the preservation of the personal property stored on the leased premises, and the expenses incurred in the sale or disposing of said personal property pursuant to law. Owner may cut the locks on Tenant unit and may remove any and all personal property located within said unit for the purpose of selling or disposing same. If not sold at public sale, any or all items of said personal property will then be otherwise disposed of and/or destroyed by Owner.

(c) Owner may cancel this Lease.

(d) Owner may evict Tenant by appropriate legal procedure.

(e) Owner may accelerate and collect all past, present, and future rent and other sums due under this Lease.

(f) Owner may pursue civil remedies against Tenant for collection of past due amounts. Tenant shall be responsible for reasonable collection and/or attorney fees and disbursements incurred.

4. **Abandonment Lock.** Tenant shall supply its own lock and is restricted to only one lock per door. In the event unit remains unlocked, the Owner shall have the right to secure the unit with a lock of its own. Tenant shall not abandon the leased premises at anytime during the term of this agreement. If Tenant shall abandon said premises or be dispossessed by the process of law, otherwise, then Owner shall have the right to take immediate possession of and re-enter said premises. Any time Tenant unit does not have a lock on it, the Owner may assume that the unit has been abandoned, and the unit will revert to the Owner, even though Tenant rental is paid. Tenant is responsible for rental to end of the lease term even if Tenant unit has been abandoned and re-rented by Owner.

5. **Use; Compliance with Laws.** The unit may be used only for the storage of personal property approved by Owner. No human may inhabit, and no animal may be kept in, the unit. Tenant may not operate any business, produce any goods or provide any services in the unit or at the self-storage facility. Tenant shall immediately dispose of all trash, rubbish, and refuse. Nothing may be stored outside of the leased space. Tenant shall not generate, release, store, or dispose of in or around the unit any flammable,

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corrosive, organic, biological, chemical, odorous, noxious, or other dangerous or hazardous materials. Tenant shall comply with all municipal state, and federal laws and regulations affecting its use of the unit. Tenant shall indemnify, defend, and hold Owner harmless from any and all claims, damages and expenses (including attorneys\* fees and investigative, remedial and response costs) arising out of Tenant violation of this paragraph 5. Any violation of these terms or provisions shall constitute a default under this Lease.

6. **Rules.** Tenant shall comply with any and all reasonable rules established from time to time by Owner.

7. **Notices.** All notices, demands, or requests by either party shall be in writing and shall be sent by U.S. Mail to the parties at the addresses set forth in the heading of this Lease. Either party may change such address by the giving of notice in conformity with this paragraph 7. For the purposes of Owners lien, "Last known address" means that address provided by the Tenant in this lease agreement or the address provided by Tenant in a subsequent written notice of change of address.

8. **Condition and Alteration of Unit.** Tenant has inspected the unit and accepts it "as is" Tenant shall immediately notify Owner of any fore (or other casualty), defects or dangerous conditions. Tenant shall keep the unit in good order and condition, and shall pay for any and all repairs to the unit or the self-storage facility arising out of the negligence or willful misconduct of Tenant, its agents, employees, licensees, invitees, or contractors. Tenant shall not attach anything to the walls, ceiling, floors, doors, or any part of the property.

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9. **Third Party Interest.** Tenant certifies it has furnished Owner with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property stored in the unit. The list shall specify each item of personal property and shall identify the third party who owns, leases or has an interest in it. Tenant shall indemnify and save Owner and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner of items of personal property stored in the unit leased by Tenant in which third parties hold a lien or have any legal interest whatsoever.

10. **Assignment; Subletting.** Tenant shall not assign this Lease, or sublet all or any part of the unit, without Owners prior written consent.

11. **Insurance.** Tenant assumes RESPONSIBILITY for any loss or damage to property stored by Tenant in the unit and may or may not elect to provide insurance coverage for the same. OWNER DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY TENANT AND EXPRESSLY RELEASES OWNER FROM ANY LOSSES, CLAIMS, SUITS AND/OR DAMAGES OR RIGHT OF SUBROGATION FOR LOSSES TO SAID PROPERTY CAUSED BY FIRE, THEFT, WATER, RAIN STORMS, TORNADO, EXPLOSION, RIOT; RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL OWNER BE LIABLE TO TENANT AND/OR TENANTS\* S GUEST OR INVITEES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT\* S GUEST OR INVITEES WHILE ON OR ABOUT OWNER\* S PREMISES.

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12. **Fire; Condemnation.** If fire or other casualty causes damage to the self-storage facility or the self-storage facility is totally or partially taken by way of eminent domain, Owner may terminate this Lease on written notice to Tenant and, upon such termination, all rent and other sums owing hereunder shall be paid up to the date of the damage or taking.

13. **Subordination.** This Lease is subject and subordinate to any and all present or future ground leases and mortgages affecting the unit or the self-storage facility.

14. **Waiver.** Owner acceptance of any total or partial payment or rent or other sum due hereunder shall not be a waiver of any of Owner rights or remedies.

15. **Inspection.** Owner may enter and inspect the unit on reasonable notice to Tenant, except in cases of emergency, when Owner may enter and inspect the unit at any time without notice to Tenant.

16. **No Bailment.** This Lease shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lessor/lessee. Owner is not responsible for the safekeeping of the personal property stored in the unit and is not responsible for any damage to the personal property.

17. **Indemnification.** Tenant agrees to indemnify, hold harmless and defend Owner from all claims, demands, and lawsuits (including attorneys\* fees and costs) that are brought by others arising out of the Tenant use of the unit or the storage facility. Tenant's indemnity obligation includes, but is not limited to, claims for Owner active or passive negligence.

18. **Waiver of Jury Trial.** Owner and Tenant waive their respective rights to trial by jury of any action at law or equity brought by either Owner against Tenant, or Tenant against Owner or Owner agents or employees, arising out of, or in any way connected to, this rental agreement, Tenant use of the storage space or this storage facility. This waiver applies to any claim for bodily injury; loss of or damage to property, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant agents, guests, or invitees.

19. **Entire Agreement; Governing Law.** This Lease is the entire agreement between Tenant and Owner and may not be changed or ended orally. This Lease shall be governed by Ohio Law. In the event the Owner is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder an additional amount as and for attorney's fees and costs incurred.

20. **Binding Agreement.** This Lease is binding upon, and shall inure to the benefit of, Owner and Tenant and their respective heirs, legal representatives, successors, and assigns.

21. **Invalidity.** If one or more of the provisions of this Lease are deemed to be illegal or unenforceable, the remainder of this Lease shall be unaffected and shall continue to be fully valid, binding, and enforceable.

22. **Optional Credit Card Payment Plan.** I have authorized The Smoke Stacks, LLC to automatically charge my credit card account every month for rent payment to unit number \_\_\_\_\_.

MASTERCARD  VISA  OTHER

Signature \_\_\_\_\_

Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

**Tenant acknowledges that he/she has read, understands and agrees to be bound by the terms and conditions of this two (2) page agreement as of the date specified in Paragraph 1 above.**

**TENANT:**

**OWNER:**

By: \_\_\_\_\_

(Tenant's Signature)

(Agent)