

## STORAGE UNIT RENTAL AGREEMENT

This RENTAL AGREEMENT (hereinafter called "Agreement") dated \_\_\_\_\_ 20\_\_\_\_, is made by and between Rock Springs Business Park, LLC (hereinafter called "Landlord") and \_\_\_\_\_ (hereinafter called "Tenant").

### 1. Tenant Information:

TENANT INFORMATION (This information can only be changed by written, signed notice from the tenant)			
Tenant Name:			
Address:			
City:	State:	Zip:	
Home Phone:	Alt. Phone:	Email:	
Names of others allowed access to Unit:			

ADDITIONAL CONTACT INFORMATION			
Contact Name:			
Address:			
City:	State:	Zip:	
Home Phone:	Alt. Phone:		

### RENT IS DUE THE \_\_\_\_ DAY OF EACH MONTH

**2. Term:** The Landlord rents to Tenant that certain storage space designated as UNIT \_\_\_\_\_ ("Unit"), approximate dimension \_\_\_\_' x \_\_\_\_' subject to the terms and conditions of this Agreement and continuing month-to-month until terminated or revised. The Unit is clean and undamaged upon Tenant occupancy unless otherwise noted on a signed addendum to the agreement. Landlord reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant. Said revised Agreement shall not require Tenants signature to become effective.

**3. Rental:** Tenant shall pay Landlord a **MONTHLY RENT OF \$\_\_\_\_\_**, which includes West Virginia sales tax, on the \_\_\_\_ day of each month. Rent for the first month of occupancy will be prorated on a daily basis from date agreement is entered. There will be no proration for the last month of occupancy. Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Landlord reserves the right to change the rental rate charged at the initial term of this Agreement with 30 days advance notice to Tenant.

**4. Payment:** Payment of monthly rent and other charges permitted by this Agreement shall be made on time. All payments will be credit or debit card which will be automatically charged on the day referenced above, until the tenant provides proper notice of termination. No bills or statements are sent.

**5. Other Charges:** Tenant agrees to pay applicable late charges as set forth in Paragraph A below or elsewhere in this Agreement. Late fees apply with or without notice.

- A. Late Charges: If tenant fails to pay rent by the end of the fifth (5th) calendar day after said rent is due, a late fee of \$15.00 will be charged to the Tenant's account.
- B. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

**6. Termination by Tenant (Intent to Vacate):** TENANT MUST GIVE LANDLORD AT LEAST THREE (3) DAYS ADVANCED NOTICE OF TERMINATION OF THIS AGREEMENT. Any prepaid rent for months other than the month vacating will be refunded. Tenant is responsible for all rent and other charges as long as the Tenant's lock remains on the Unit. Upon vacating, Tenant must leave the Unit empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean Unit upon vacating, Tenant will pay any costs the Landlord incurs with emptying and cleaning the Unit. Rent and other fees continue to accrue until Tenant's lock is removed from the Unit.

**7. Default:** If Tenant fails to pay rent or any part thereof, or otherwise breaches any covenant or obligation under this Agreement, Tenant shall be deemed in default. In accordance with the West Virginia Self-Service Storage Lien Act (W. Va. Code § 38-14-1 et seq.), Landlord shall have a lien on all personal property stored in the rented space for rent, labor, late fees, and other charges due under this Agreement. Upon Tenant's failure to pay rent for more than five (5) days after the due date, Landlord may deny Tenant access to the leased space by placing an overlock or otherwise securing the unit. If Tenant remains in default for a period of sixty (60) days, Landlord may enforce its lien by sending a written notice of default to Tenant as required by West Virginia law. The notice shall provide the amount due and demand payment within at least ten (10) days from delivery. Prior to issuing such notice, Landlord may enter the leased space to inventory the contents in compliance with statutory requirements for lien enforcement and public sale. Tenant's lock may be removed during this process, and the unit may be secured with a Landlord's lock. If the total amount due is not paid within the time stated in the default notice, the contents may be sold at a public sale at a designated time and place, with notice given in accordance with applicable law. Proceeds of any such sale shall be applied first to costs of enforcement, including sale and advertising, then to unpaid rent and other charges, with any surplus handled in accordance with W. Va. Code § 38-14-5.

**8. Use of Storage Space:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to live in the storage space or use the space for any illegal purpose. Tenant agrees not to store flammables, stolen property, perishables, guns, ammunition, anything alive or dead. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

**9. Hazardous or Toxic Materials:** Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

**10. Care of the Premises:** Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition, reasonable wear and tear is expected, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature

**11. Damage by Tenant:** Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.

**12. Insurance:** LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Tenant is encouraged to obtain a renters insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

**13. Release of Landlord's Liability for Property Damage:** All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.

**14. Release of Landlord's Liability for Bodily Injury:** Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

**15. Indemnification:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

**16. Landlord's Right to Enter (No Default):** Tenant grants Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon one (1) days advance notice to Tenant for non-emergency situations. In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

**17. Tenant's Access:** Tenant's access to the premises may be conditioned in any manner deemed reasonable necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

**18. Locks:** Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep Unit locked when Tenant is not present at premises. Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant.

**19. Property Left on Premises:** Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in depositing of such property.

**20. Rules:** Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to observe a 5 M.P.H. speed limit on the premises.

**21. Relocation:** Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

**22. Sublease:** Tenant may not assign this Agreement or sublet the premises.

**23. Severability:** It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

**24. Governing Law:** This agreement shall be subject to and governed by the laws of the State of West Virginia.

**25. Waiver:** The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

**26. Survival of Covenants:** All portions of this Agreement which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Agreement.

**27. Entire Rental Agreement:** This agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

TENANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER/OWNER SIGNATURE:

\_\_\_\_\_ DATE: \_\_\_\_\_