

# STORAGE LEASE AGREEMENT

1. **THE PARTIES.** This Storage Lease Agreement (“Agreement”) is made on \_\_\_\_\_ between:

Landlord: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Landlord”), and

Tenant: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“Tenant”).

The Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **STORAGE SPACE.** The Landlord agrees to lease the Tenant the following space:

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

Unit #: \_\_\_\_\_

Description of Space: \_\_\_\_\_

Hereinafter known as the “Storage Unit.”

3. **CLIMATE CONTROL.** The Storage Unit is: (check one)

- **Not Climate-Controlled.** The temperature of the Storage Unit shall be dictated by the outside climate. The Landlord has no control over the temperature inside the Storage Unit.

- **Climate-Controlled.** A temperature range of \_\_\_\_\_ °F to \_\_\_\_\_ °F shall be maintained in the Storage Unit during the Term. The Landlord is not responsible for maintaining the humidity and is not subject to any damage caused by humidity in the Storage Unit.

4. **TERM.** The Landlord agrees to lease the Tenant the Storage Unit for: (check one)

- **Fixed Term.** The rental period begins on \_\_\_\_\_, and ends on \_\_\_\_\_. If the Tenant decides to terminate this Agreement prior to the end date, there must be at least \_\_\_\_\_ days’ notice given and an early termination fee of \$\_\_\_\_\_.

- **Month-to-Month.** The rental period begins on \_\_\_\_\_, and ends upon either Party sending \_\_\_\_\_ days’ notice to terminate this Agreement. The notice period begins upon the next payment of Rent.

Hereinafter known as the “Term.”

5. **RENT.** For leasing the Storage Unit, the Tenant agrees to pay the Landlord:

Rent Amount: \$ \_\_\_\_\_

Due Date: Rent is due on the \_\_\_\_\_ of every  month  week.

Payment Instructions: \_\_\_\_\_

Hereinafter known as the "Rent."

6. **INITIAL FEES.** In addition to Rent, the Tenant is responsible for the following: (check all that apply)

- Set-Up/Admin Fee: \$ \_\_\_\_\_

- New Lock Fee: \$ \_\_\_\_\_

- \_\_\_\_\_ : \$ \_\_\_\_\_

- \_\_\_\_\_ : \$ \_\_\_\_\_

- \_\_\_\_\_ : \$ \_\_\_\_\_

7. **SECURITY DEPOSIT.** The Tenant agrees that there shall be: (check one)

- **No Security Deposit.**

- **Security Deposit.** \$ \_\_\_\_\_ shall be paid by the Tenant upon the execution of this Agreement for their commitment and successful performance of this Agreement ("Security Deposit").

a.) Returning. The Security Deposit shall be returned, less any itemized deductions, within 30 days after either the termination of this Agreement or when possession is returned to the Landlord, whichever is later.

8. **PRORATE.** The Tenant agrees to: (check one)

- **Not Move In Before the Term.** The Tenant agrees to start using the Storage Unit at the start of the Term.

- **Move In Before the Term.** The Tenant agrees to start using the Storage Unit on \_\_\_\_\_, for a pro-rated rent amount of \$ \_\_\_\_\_.

9. **LATE RENT.** If Rent is not paid within \_\_\_\_\_ day(s) after the due date: (check one)

- **No Late Fee.**

- **Late Fee:** (check one)

- Fixed Amount. \$ \_\_\_\_\_ for each  occurrence  day rent is late.

- Interest. \_\_\_\_\_ % per annum.

**10. NSF FEE.** If the Tenant pays Rent or any other fee to the Landlord with a bad or returned check, there is: (check one)

- **No NSF Fee.**

- **NSF Fee.** (check one)

- \$\_\_\_\_\_.

- The maximum amount permitted under Governing Law or \$50, whichever is greater.

**11. LIMITATIONS.** The following are prohibited in the Storage Unit: (check all that apply)

Prohibited Items

- Toxic materials or chemicals
- Flammable items
- Illegal items
- Animals
- Cars, boats, or other vehicles
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Prohibited Acts

- Welding
- Painting
- Wash or repair of vehicles
- On-site sales
- Manufacturing or assembling
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

**12. LOCKS.** The locks used on the Storage Unit are provided by the: (check one)

- **Landlord.** The Landlord must provide any lock used on the Storage Unit, including any secondary locks, at the Tenant's expense.

- **Tenant.** The Tenant is permitted to use any lock deemed suitable for their needs on the Storage Unit. If requested by the Landlord, they may receive a copy of the key or any access to perform inspections or in the event of an emergency.

**13. BREAKING A LOCK.** If the Landlord is required to break a lock at the Tenant's request: (check one)

- **No Fee is Charged.** No fee shall be charged to the Tenant.

- **Fee is Charged.** The Tenant shall be charged a fee of \$\_\_\_\_\_ for each occurrence a lock is broken by the Landlord to access the Storage Unit.

**14. INSURANCE.** All personal property placed in the Storage Unit is stored by the Tenant at their sole risk. Obtaining insurance is the Tenant's sole responsibility, and it is understood that the Landlord will not insure the Tenant's personal property in the Storage Unit. The Tenant is advised to insure their personal property. The Tenant

understands that their failure to obtain and maintain sufficient insurance to cover their stored personal property may impact the value and safety of any stored items.

**15. ACCESS.** The Tenant shall have access to the Storage Unit during the Landlord's hours of operation. Such hours of operation are established solely by the Landlord and are updated on an ongoing basis.

**16. LANDLORD'S INSPECTION.** At any time during the Term, the Landlord has the right to inspect the Storage Unit. If an inspection of the Storage Unit is to be made that is not for emergency purposes, the Landlord must give notice to the Tenant at least 24 hours in advance.

**17. USAGE.** The Landlord hereby agrees to rent the Storage Unit to the Tenant to store personal items. This Agreement prohibits the Tenant from using the Storage Unit as a residence. The Tenant shall not make or allow any alterations to the Storage Unit.

**18. WASTE.** The Tenant shall not commit or allow any waste to be committed upon the Storage Unit or the surrounding property. All waste and garbage must be disposed of by the Tenant off the premises.

**19. NON-LIABILITY OF OWNER FOR DAMAGES.** The Landlord and their employees, contractors, agents, affiliates, or any other person in connection to the Landlord shall have no responsibility to the Tenant or any other person for any loss, liability, claim, expense, damage to property or injury to person ("Loss") from any cause, including, without limitation, the Landlord's acts or passive acts, omissions, negligence, or conversion, unless the loss is directly caused by the Landlord's fraud, willful injury, or willful violation of law. The use of the Storage Unit and the surrounding premises exposes the Tenant to risk of bodily injury from hazards, including motor vehicles, faulty or dangerous equipment and facilities, dangerous ground conditions including ice, slippery or uneven surfaces, potholes and objects, and other hazards both foreseeable and unforeseeable. The Tenant shall indemnify and hold harmless the Landlord and any of their connected individuals acting on their behalf, directly or indirectly, for any loss of bodily injury that may occur under the Term of this Agreement.

**20. TERMINATION.** At the termination of the Term, the Tenant agrees to vacate the Storage Unit and remove all their personal property.

**21. ABANDONMENT.** If the Storage Unit does not have a lock in place or Rent has not been paid for a period of 30 days after its due date, it shall be considered abandoned under this Agreement. Any personal property left in the Storage Unit after it is considered abandoned shall be disposed of by any lawful means. The Landlord can retain the proceeds of any sale of personal items left in an abandoned Storage Unit, in addition to any Security Deposit to be applied to non-payment of Rent.

**22. ASSIGNMENT & SUBLEASE.** The Tenant has no right to assign or sublease the Storage Unit or any portion thereof. Any assignment or sublease shall be void and constitute a breach of this Agreement.

**23. SEVERABILITY.** If any provision of this Agreement or the application thereof shall for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**24. GOVERNING LAW.** This Agreement shall be governed under the laws in the jurisdiction where the Storage Unit is located ("Governing Law").

**25. ADDITIONAL TERMS & CONDITIONS.**

**26. ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the Parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Term.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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