



Roy Storage Rental Agreement

5193 S - 2700 W, Roy, UT 84067 801-409-0303

NOTICE TO TENANT

1) RULES: Tenant hereby states that he/she has read this agreement and agrees to abide by it, including the rules and policies set forth herein, of this rental agreement.

2) LOCK: Tenant will furnish his/her own lock for the unit and may choose to obtain insurance at Tenant's own expense to cover fire, theft, casualty and all other losses. Landlord is not responsible for Tenant's stored contents – you are storing your property at your own risk, and agree to hold Landlord harmless for all incidental, accidental, natural, and other all other such acts not specifically listed. This Lease Agreement is made on the express condition that Tenant release Landlord from all liability and claims for any damage to or loss of any property of any kind whatsoever and to whomsoever belonging, including Tenant, while in, upon, or in any way connected with the Leased Premises, during the term of this Agreement or any extension of this Agreement or any occupancy under this Agreement from any cause or causes whatsoever including, *but not limited to*, water or flood damage, burglary, theft, mysterious disappearance, fire, rodents, termites or other insects, birds, mold, mildew, Acts of God, War, national or State Emergency or the active or passive acts or omissions or negligence of Landlord or Landlord's agents or employees or other tenants, or by reason of breakage, leakage, or obstruction of the water or sewer pipes or other water leakage of whatever nature in and about the Leased Premises. Tenant further agrees that Landlord shall not be liable for any consequential damages whatsoever.

3) RENT: Rental payment shall be due and payable in advance on the 1st day of each month. In the event that the rental payment is not received by the tenth day after it has become due and payable, rental payment shall be considered as delinquent and in addition to the rental then due, there shall be due an additional late charge of Twenty Dollars (\$20.00) per month until the rental amount is paid. When rent and other charges remain unpaid for ten (10) consecutive days after the date they are due and payable, Landlord may, in its sole discretion, deny Tenant access to the facility and the Leased Premises until such amounts are paid in full. Additionally, Landlord shall have the right to remove the Tenant's property from the Unit and place it in storage. In the event any charges due from Tenant to Landlord are paid by check and said check should be dishonored, Landlord shall be entitled to a return check charge from Tenant in the amount of Thirty-five Dollars (\$35.00) be added to the amount of the dishonored check, plus any late fees, and must be paid in conjunction with the substituted check. Tenant understands that the rent is due and payable even if Tenant never gets a statement or any invoices or a bill for the storage. It is the Tenant's responsibility to pay the rental amount due, and to contact Landlord for the amount due if Tenant does not know the amount to pay.

4) NON-PAYMENT OF RENT: Tenant hereby understands and agrees that Landlord may process a non-judicial foreclosure under Utah Property code in the event Tenant does not pay the rent or other sums as provided for in this contract, and that Landlord may also process a civil lawsuit to collect the balance of any storage fees or rent that is due if said non-judicial foreclosure sale does not meet or exceed the balance due.

5) COLLECTION: Tenant understands that in the event Landlord over-locks Tenant's unit for non-payment that the property inside the unit has been seized in accordance with the law and this contract and that Landlord may prosecute Tenant for a criminal act (e.g. breaking and entering) should Tenant cut Landlord's over-lock off the unit *for any reason*, including but not limited to, the removal of all or a part of Tenant's property. Landlord shall all rights and remedies at law or equity including, pursuant to Utah Law, Landlord shall have a lien for rent and for any other charges due and owing under this Agreement, and for money necessarily expended in and about the care, preservation, keeping and/or sale of the property stored pursuant to satisfying a valid lien. The rights of Landlord to such lien are regulated by statute. Tenant hereby gives and grants to Landlord a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the Leased Premises, specifically including powered equipment or motor vehicles. Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every covenant and obligation of this Agreement, Landlord may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorneys fees. In the event any action is instituted at law to enforce any covenant contained in this Agreement or to recover any rent due or to recover possession of the Leased Premises for any default or breach of this Agreement by Tenant, Tenant shall pay such reasonable attorneys fees as may be determined by the Court.

Tenant Initials _____

6) USE OF STORAGE: The Leased Premises are intended for the sole and exclusive use of the storage of property owned or lawfully in possession of Tenant. Tenant shall use the Leased Premises only for the storage of goods or commodities stored for any lawful purpose and in the possession of Tenant through lawful means. Tenant expressly shall not have the right to store any items that Tenant possesses illegally or which are items that are unlawful to be possessed by Tenant, nor shall Tenant store any flammable, explosive or dangerous materials live animals or illegal drugs on the Leased Premises. Tenant agrees that Tenant shall not maintain any business, operate any machinery, or use the Leased Premises for any commercial, industrial, retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility without the express written consent of the Landlord as evidenced in a separate consent agreement. Tenant is strictly prohibited from storing or using materials in or on the Leased Premises, or anywhere on the property of Landlord, classified as hazardous or toxic under any state, federal or local law or regulation, and from engaging in any activity that produces such materials. Tenant's obligations of indemnity herein specifically includes any cost, expenses, fines or penalties imposed against Landlord arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. Further, Tenant acknowledges and agrees to abide by Landlord's rule prohibiting the storage of barrels or drums of any kind on or about the Leased Premises, or anywhere on the property of the Landlord. Tenant shall not make or suffer any alterations to the Unit, the Leased Premises or any of Landlord's property or premises without the written consent of the Landlord. Tenant shall keep and maintain the Unit in a clean and sanitary condition and shall not permit the presence of rubbish, liquid waste or refuse on or in the Unit, the Leased Premises or Landlord's Property, and shall, at the termination of this Agreement, leave the Unit in broom clean, undamaged condition. Tenant shall not sublet or assign the Leased Premises or any portion of the Unit without the prior, written consent of Landlord. This means that the Tenant may not allow any other person to use any part of the Leased Premises without the prior written approval of Landlord.

7) CONTENT INSURANCE: Tenant shall, at Tenant's sole expense, maintain insurance on the property stored in and on the Leased Premises. Said insurance shall include coverage for fire, extended coverage endorsement, burglary, vandalism and malicious mischief, for the actual cash value of the stored property. Insurance on Tenant's stored property is a material condition of this Agreement and is for the benefit of both Landlord and Tenant. Failure to carry the required insurance is a breach of this Agreement and Tenant further assumes all risk of loss to stored property that would be covered by such insurance. Tenant agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord or Landlord's agents or employees. For Insurance quotes go to www.safestor.com or other for storage insurance. Aprox. costs: \$6 per mo. for \$4000, \$100 deductible, 50% coverage on Burglary, minimum 3 months (\$18) in advance, per unit.

8) LIABILITY: Landlord, Landlord's agents and employees shall not be liable to Tenant for injuries of any kind from any cause or causes whatsoever resulting from Tenant's use of the Unit, the Leases Premises or any portion of the Landlord's Property, even if such injury is caused by the active or passive acts, omissions or negligence of Landlord, Landlord's agents or Landlord's employees, other tenants or third parties. Tenant agrees to indemnify, hold harmless and defend Landlord from any liability, loss, cost, obligation, claim, demand, 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 Unit and the Leased Premises, however occurring, including claims for Landlord's active negligence. This indemnity obligation specifically extends to any action brought by any person or governmental agency in connection with any hazardous materials brought onto the facility by Tenant, Tenant's guests, invitees, agents or employees or stored in Tenant's Unit.

9) RIGHT TO ENTER: Landlord shall have the right to enter into and upon the Leased Premises without prior notice to Tenant whenever Landlord believes that any hazardous condition or nuisance has been created, or is occurring in the Unit, for the purpose of inspecting the condition of or repairing the Leased Space and/or Unit door, for inspections by governmental authorities or in case of an emergency or casualty. In the event any materials are discovered which are hazardous, or constitute a nuisance, Landlord may immediately arrange for their removal and disposal at Tenant's expense. In the event of an emergency or casualty; Landlord may take whatever steps Landlord determines are reasonably necessary to abate the emergency or casualty, and Landlord shall not be responsible for any loss or damage of any kind, nature or description caused as the result.

10) CANCELLATION: In the event the Leased Premises shall be damaged by fire or other casualty during the term of this Agreement, whereby the Leased Premises shall be rendered totally un-tenantable, either Landlord or Tenant may cancel this Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of cancellation, and Tenant, so long as lawfully in possession of the Leased Premises, shall be held harmless by Landlord for damage to the Leased Premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the act or conduct of Tenant, Tenant's licenses, or invitees. Notwithstanding the foregoing, Tenant, alone, at all times, remains fully and completely responsible for any damage to Tenant's property. Tenant, alone shall be responsible for any and all damage to property and/or the Unit, Leased Premises and/or the Landlord's property if occurring when Tenant is not properly and lawfully in possession of the Leased Premises.

11) SERVICES: Landlord provides no services with regard to Tenant's stored property. If any employee, agent or servant of landlord performs any services on behalf of Tenant with regard to such Tenant's property, such services are performed as agent of Tenant.

Tenant Initials _____

12) ADDITIONAL TERMINATION PROVISION: This Agreement may be terminated by Tenant upon fifteen (15) days written notice to Landlord in accordance with the Utah law. This Agreement may be terminated by Landlord upon Tenant's failure to pay the rent when due and payable. In that event of such termination, Landlord shall have the right to immediately remove all of the property of Tenant and to store it at Tenant's sole expense (including the removal, towing and storage of power equipment and/or motor vehicles) except such property as may be necessary to satisfy the lien provided for in this Agreement for unpaid rental to Landlord. Tenant shall have the obligation to retrieve the stored property within thirty (30) days of removal and storage by Landlord. In the event that that Tenant does not retrieve his or her stored property, the property shall be considered abandoned by Tenant and Landlord shall be free to dispose of said property in any manner Landlord may deem appropriate with no liability to account to Tenant for the disposal of said property. This Agreement may also be terminated by fourteen (15) days written notice by Landlord to Tenant, with or without cause or for any reason whatsoever, or by the mutual agreement of the parties.

13) TRIAL WAIVER: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Tenant and Landlord waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either of them against the other on any matter arising out of or in any way connected with this Agreement, Tenant's use of the Unit or any claim of bodily injury to property damage or the enforcement of any remedy under any law, statute or regulation. The invalidity of any part of the Lease Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. Waiver by Landlord for any breach of any covenant or duty of Tenant under this Lease Agreement is not a waiver of a breach for any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty. The remedies given to Landlord in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Landlord shall not be to the exclusion of any other remedy. Agreement, any written attachments hereto signed by both Landlord and Tenant and the published and posted rules and regulations governing the facility shall govern this relationship.

14) GATE CODE: Tenant access code to front gate is : _____ The Access Code will remain the same during your rental period. Don't Tailgate into the facility behind another vehicle. We keep records of what access codes are used of the vehicles entering and leaving for security purposes.

15) WARRANTIES: Landlord makes no implied or express warranties, guarantees or representations as to the nature, conditions, suitability, safety or security of the Unit and the premises. Tenant specifically acknowledges that s/he has made his/her own determination of such matters solely from inspection of the Unit and the facility, without reliance on oral representations made by any person. Landlord's agents and employees are not authorized to make any binding warranties and/or representations about the Leased Premises and/or terms referred to in this Agreement.

16) NOTICES: Any written notices or demands to be given under this Agreement shall be considered property made if served by First Class Mail, deposited in the U.S. Mail with postage fully prepaid and addressed to the party to be served at the address such party provided for in this Agreement. Service of any such notice shall be deemed complete upon delivery to the United States Mail Service for transfer. Tenant is responsible for notifying Landlord in writing of any change of address.

17) PAYMENTS UNDER THIS RENTAL AGREEMENT:

Late charge per month: \$20.00	Charge for over-locking unit: \$25.00	Charge for notices: \$10.00
Rent is due on: 1st day of the month	Daily late fee: \$1.00	Returned mail charge: \$5.00
Grace Period: 9th of the month	Eviction Charge (court): \$100.00	Cleaning charge(hourly rate): \$20.00
Charge for foreclosing: \$200.00	Returned check charge: \$35.00	Charge for removing tenant lock: \$25.00
Charge for locking unit: \$25.00	Daily charge to lock space: \$1.00	

Tenant Initials _____

Roy Storage Unit Contract

Contract Date _____ Contract Length _____ Termination Date _____

Unit Information

Unit # _____, Size _____, Monthly Rate _____ Unit # _____, Size _____, Monthly Rate _____

Unit # _____, Size _____, Monthly Rate _____

Specials _____

Notes _____

Tenant is responsible to provide their own lock and insurance for the contents of their own unit(s)

Financial Information

Payment Preference: Check, _____ Cash, _____ Credit Card, _____ Debit Card, _____

Credit Card # _____ Exp _____ Security Code _____ Type: Visa MC AMEX Debit

Name on Credit Card _____

All payments are due on the 1st of the month. There is a 9 day grace period. By the 10 of the month if payment is not received your unit will be charged a late fee and an over lock fee and you will be locked out of your unit(s).

Mail payments to:

**Roy Storage
690 S Washington Blvd
Ogden UT 84404**

FEES/CHARGES

20.00 Late charge
25.00 Lock cut charge
100.00 Eviction Charge

25.00 Over lock fee
45.00 Returned check charge
200.00 Foreclosure Charge

10.00 Notice charge
5.00 Returned mail charge
20.00 Cleaning Charge

Notices will only be sent out after the 10th of the month if payment has not been recieved with all new charges and fees. \$10.00 charges will be added for invoices sent to tenants.

Signatures

Applicant Date

Co-Applicant Date

Management representative Date

Copy mailed by Date