



3268 Stephens Ave, Ogden, UT 84401
801-621-3593

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between Advanced Storage, LC ("Landlord") and (print name) _____ the undersigned tenant ("Tenant") as of the date it is fully executed ("Effective Date").

1. **Storage Unit.** Landlord leases to Tenant a storage unit located at Landlord's self-service storage facility at the above-referenced address identified as space number _____ with an estimated size of _____ x _____ ("Storage Unit").

2. **Start Date.** Tenant shall begin leasing the Storage Unit on: _____.

3. **Payment.** Tenant agrees to pay Landlord \$ _____ per month ("Rental Payment") without deduction, prior notice, demand or billing statement (plus any applicable tax imposed by any taxing authority) in exchange for leasing the Storage Unit. Rental Payments may be made by credit or debit card or electronic check or direct debit. Tenant shall make the Rental Payments by check, made payable to Advanced Storage, LC, and mailed to: **3268 Stephens Ave, Ogden, UT 84401.**

Auto Pay: Yes _____ No _____ (please initial acknowledgement)
Auto pay info:
Credit/Debit Card _____ . Exp _____ Security Code _____
Bank routing number _____ Account number _____

4. **Due Date for Payment.** Tenant shall make the Rental Payment in advance on the **first day of each month** (any fractional part of a month shall be paid in advance on a prorated basis with the payment of the first month's rent).

Present Month, Pro-Rated	\$ _____
Next Month	\$ _____
Security Deposit	\$ _____
Other _____	\$ _____
Total Due	\$ _____
Date Paid	_____

Tenant understands and agrees that under no circumstances will Tenant be entitled to a refund of the first month's Rental Payment paid upon execution of this Agreement, and, thereafter, if this Agreement terminates other than on the last day of the month, Tenant shall not be entitled to a refund of a pro rata portion of the Rental Payment for the month in which the termination occurs.

5. **Default on Rental Payment.** A **\$20.00 late fee** will be charged if the Rental Payment is made after the 10th calendar day of the month. In addition, a fee of **\$1.00 per day** will be charged until rent is paid in full, and your unit will be overlocked, (See line 20 for additional fees). You will be denied access to your unit, as well as the facility, until **FULL PAYMENT IS MADE.**

6. **Term.** This is a month-to-month contract. Landlord may terminate this Agreement (i) if Tenant is not in default, at the expiration of any period or term by giving written notice to Tenant by first class mail or electronic mail, at the address provided to Landlord in writing by Tenant, not less than seven (7) days before expiration of the term or, (ii) if there is a default, by notice two (2) days in advance at any time during the term. Tenant may terminate this Agreement at any time by giving two (2) days oral or written notice to Landlord. Also, if Landlord or Landlord's Agents reasonably determine that Tenant has vacated the Storage Unit, Landlord may terminate this Agreement immediately or at any time thereafter.

7. **Post Termination.** In the event of termination, Tenant agrees to remove all property in the Storage Unit on or prior to said termination date. Tenant further agrees to clean and sweep the Storage Unit and remove its lock. Rent charges will continue until Tenant has removed all property from the Storage Unit and cleans the Storage Unit and removed its lock. Tenant must notify Landlord when Tenant has removed its property and cleaned the Storage Unit. If Tenant fails to remove lock from the Storage Unit upon vacating the Storage unit, rent charges will continue until lock has been removed and Storage Unit is verified to be empty.

8. **Indemnification.** Tenant agrees to hold Landlord harmless from any claim or cause of action arising out of Tenant's use of the Storage Unit and assumes responsibility for any loss or damage to the personal property stored by Tenant in the Storage Unit regardless of fault.

9. **Insurance.** The Landlord will provide no insurance coverage of any kind on the Storage Unit or on the personal property stored in the Storage Unit. The tenant agrees to secure "Renters Insurance" for the property stored by Tenant.

10. **General Rules.** Tenant agrees to comply with the following general rules:
- a. Tenant shall not place or keep any flammable liquids, dangerous materials, chemical, or objects in the Storage Unit.
 - b. Tenant shall not store food or beverage in the Storage Unit.
 - c. Tenant shall not mix or manufacture any substance, legal or illegal, inside the Storage Unit.
 - d. Tenant shall not operate any machinery inside the Storage Unit. (e.g., operating generators, welding equipment, grinders, torches, or any other tool or equipment that could spark a fire)
 - e. No vehicles or other item will be left outside overnight or mechanical work done inside or outside of the Storage Unit. If storing a vehicle in the Storage Unit Tenant agrees to place a protective mat under the vehicle to catch fluid leaks.

- f. Tenant shall not deface Storage Unit nor attach hooks, brackets to walls or doors to the Storage Unit. No alterations of any part of the Storage Unit shall be made without the written consent of the Landlord. Shelves or other structures shall only be built after written consent is obtained from Landlord and in no event shall the shelves or structures bear on walls, ceiling or partitions. Any and all shelf weight must be borne by legs which extend under the shelves to the floor.
- g. **The dumpster is for Landlord's use only.** If Tenant uses the dumpster without Landlord's written permission Tenant will be charged a **\$100.00 fee**.

11. **Assignment.** Tenant shall not assign or sublease the Storage Unit without prior written approval of the Landlord and the new tenant signs a contract identical to this Agreement. Any assignment in violation of this provision will be deemed null and void and Tenant shall remain liable for the Rental Payment.

12. **Right of Entry.** Tenant shall grant Landlord, Landlord's Agents or the representatives of any governmental authority, including police and fire officials, access to the Storage Unit upon twenty-four (24) hours prior written notice to Tenant. In the event Tenant shall not grant access to the Storage Unit as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Agreement, Landlord, Landlord's Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Storage Unit for the purpose of examining the Storage Unit or the contents thereof or for the purpose of making repairs or alterations to the Storage Unit and taking such other action as may be necessary or appropriate to preserve the Storage Unit or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Landlord's rights. In the event of any damage or injury to the Storage Unit or the Property arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, or if Tenant fails to remove all personal property from the Storage Unit upon termination of this Agreement, all expenses reasonably incurred by Landlord to repair or restore the Storage Unit including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Tenant as additional rent and shall be due upon demand by the Landlord.

13. **Unclaimed Property.** Any property left by Tenant in the Storage Unit after termination of this Agreement or after mailing of notice by Landlord may be disposed of by Landlord. The proceeds, if any, from a private or public sale shall be applied to rents due, late fees, attorney fees, and all other expenses incurred by Landlord. It is hereby expressly agreed that the Landlord has a lien on all personal property of Tenant located in the Storage Unit and said property cannot be removed until rent and any late fees are paid in full.

14. **Refund of Deposit.** Tenant's Security Deposit (minus a **\$10 non-refundable administrative fee**) is refundable within ten (10) days of the termination of this Agreement if Tenant provides **thirty (30) days written vacating notice** and Tenant is current on all Rental Payments and late charges, and the Storage Unit is left vacant, swept, clean, undamaged, and lock and key turned into management.

15. **Default on Rental Payment.** If Tenant fails to timely pay the Rental Payment, Landlord may, if said delinquency continues thereafter for 30 continuous days, with or without notice to tenant, take possession of the Storage Unit together with all property therein, and upon 10 days written notice to Tenant as to time and place of sale (Public or Private) sell all or part of said property. The proceeds of which will be applied first to the expenses of sale, attorneys' fees, legal costs.

16. **Notice.** All notices under this Agreement shall be sent by certified mail or email to the address shown below or to such other address Tenant may notify Landlord of in writing. In the event Tenant shall change Tenant's physical address or email address or alternate name and address as set forth on this Agreement, Tenant shall give Landlord written notice of such change signed by Tenant and specifying Tenant's current physical address or email address and alternate name, address and telephone number, within ten (10) days of the change; such notice to be mailed to Landlord by first class mail with proof of mailing. Changes of addresses or telephone numbers cannot be effected telephonically or through the listing of such information on return envelopes or checks.

17. **Email Notices.** Tenant consents to and expressly agrees that to the extent permitted by law, any notices, writings, or other communications required by or made in connection with this Agreement by Landlord may be made electronically to the most current email address or phone number capable of receiving text messages provided by Tenant to Landlord (consistent with the provisions of paragraph 16), and that all such notices, writings and communications shall be deemed made by Landlord as of the date and time the email is sent by Landlord to Tenant. Tenant further expressly agrees that all such notices, writings and communications made in electronic form by Landlord shall have the same legal force, effect and enforceability as if they were made in non-electronic form.

18. **Attorneys' Fees.** The prevailing party in any litigation related to this Agreement shall be awarded its reasonable attorneys' fee and all other costs incurred in litigation.

19. **Remedies.** If Tenant defaults under any of the obligations under this Agreement, Landlord may pursue any remedies available to Landlord under applicable law or this Agreement. Landlord's decision to pursue one remedy shall not prevent Landlord from pursuing other available remedies.

20. **Additional Fees.** Tenant will be charged a **\$25.00 fee if Tenant gets locked out of the Storage Unit, a \$45.00 lien notification fee, and a \$250 clean out fee if the Storage Unit is not cleaned upon termination of this Agreement.**

21. **Amendments.** The Rental Payment amount and other fees and/or charges, as well as any other term of this Agreement may be amended by Landlord effective the month following written notice by Landlord to Tenant specifying the amendment, which such notice shall be given not less than thirty (30) days prior to the first day on which the amendment shall be effective. Any such amendment shall not otherwise affect other terms of this Agreement and all other terms of this Agreement, shall remain in full force and effect.

22. **Credit Check.** By executing this Agreement, Tenant grants Landlord, or Landlord's service provider acting on Landlord's behalf, full authorization for obtaining information regarding Tenant's employment, savings, and checking accounts and/or any previous or present credit, including real estate loans, whether on a closed or open status. Landlord or its service provider is also authorized to request from a company or companies of Landlord's choice a full credit report on the previous and present credit history of Tenant. This Authorization is valid for the purpose of extending credit, reviewing credit or in the collection of amounts owed to Landlord in connection with this Agreement. Tenant further consents to Landlord or its service provider obtaining updated credit information.

23. **Negative Credit Reporting.** Landlord, or its service provider acting on Landlord's behalf, may report information about Tenant's account to credit bureaus. Late payments, missed payments, or other defaults on Tenant's account may be reflected in Tenant's credit report.

24. **Additional Rules and Regulations.** The rules and regulations posted in a conspicuous place at the property where the storage unit is located are made a part of this Agreement and Tenant shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to promulgate amendments to the rules and regulations. Upon the posting of any such amendments or additions in a conspicuous place at the Property, they shall become a part of this Lease/Rental Agreement.

25. **Purpose and Description of Premises.** The parties have entered into this Agreement for the purpose of renting certain storage space as herein described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Landlord rents to Tenant only and Tenant rents from Landlord the Storage Unit in which no other party shall have any rights or interest located at the above-referenced address of Landlord and included in a larger self-service storage facility at such address containing similar rented spaces, as well as common areas for the use of Tenant and other occupants. Tenant shall examine the Storage Unit and, acknowledges and agrees the measurements noted for the Storage Unit are an close approximation only, that space size is estimated and does not refer to usable space, that the size of the Storage Unit and any referenced sizes are approximate, given for illustration only and may vary materially, that Tenant has had the opportunity to measure the Storage Unit prior to moving in, and that the Storage Unit is satisfactory for all purposes for which Tenant shall use it including the size and capacity of the Storage Unit.

26. **Hours.** Tenant shall have access to the Storage Unit and the common areas of the property only during such hours and days as are regularly posted at the storage facility.

27. **Special Considerations and Contingencies.** _____

28. **Lienholders.** Tenant represents that there are no lienholders that have an interest in the property that will be stored in the Storage Unit.

29. **Maximum Value of Property.** The maximum, aggregate value of the personal property that Tenant may store in the Storage Unit is \$5,000.

Tenant _____	Telephone Home _____
Spouse _____	Telephone Cell _____ Text <input type="checkbox"/>
Address _____	Employer _____
City / Zip _____	Address _____
Driver's License State # _____ Exp: _____	Emergency Phone No. _____
Email Address _____	Social Security Number _____

Tenant **Advanced Storage, LC**

Name: _____ Date: _____ By _____ Date: _____