



LOCK IT UP SELF STORAGE LEASE AGREEMENT

Tenant Information:

Name: _____
Address: _____

Check One: Individual: _____ Corporation: _____ LLC _____ Partnership: _____

Phone #'s

(Home) (Business) (E-Mail)

Social Security/Tax ID# Driver's License # State

Military

Status: Tenant or spouse on active-duty military status? Yes: ____ No: ____

Space, Rents, & Fees

Space #: _____ Move-in Date: _____ Rent Due Date: __ of the month

Rent: _____ Returned Check Charge: _____
Monthly Late Fee: \$20.00 (rent 10 days late = \$10; rent 20 days late = \$10)

Emergency Contact:

(Landlord may, but is not obligated, to contact this person if an emergency arises and cannot reach Tenant)

Please provide the name and address of any lienholder with an interest in the property that you will be storing in the rented storage space (If none write "none"):

NOTICE OF LIEN: Pursuant to the Utah self storage lien law the Landlord has a lien on your property for unpaid rent and other charges. All articles stored by a rental agreement; and charges not having been paid for a continuous thirty (30) days, will be sold or otherwise disposed of to pay charges. If the stored property is registered vehicle or watercraft it may be towed from the self storage facility after 60 days of nonpayment."

Lock-it-up Self Storage, L.C., (hereinafter Landlord), rents to Tenant the storage space indicated above pursuant to the following terms and conditions:

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

RENT: The rent shall be the amount stated above and paid to Landlord at the address stated above. Rent is due each month on the Rent Due Date stated above, in advance and without demand. Landlord reserves the right to require that rent and other charges be paid in cash, certified check or money order. Landlord may change the monthly rent or other charges by giving Tenant ten (10) days advanced written notice by first-class mail at the address stated in this agreement or by email to the email address stated in this Agreement. The new rent shall become effective on the next date rent is due. If Tenant has made advanced rental payments, the new rent will be charged against such payments.

PARTIAL RENT PAYMENTS: Landlord, at Landlord's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Landlord shall not constitute a waiver of Landlord's rights and Tenant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Tenant's stored property as provided by the Utah law.

ADMINISTRATION FEE: Tenant agrees to pay the indicated non-refundable administration fee.

LATE FEES AND OTHER CHARGES: Tenant agrees to pay Landlord the Monthly Late Fee indicated above if rent is not received when due. Tenant will pay Landlord the indicated Returned Check Charge indicated above plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Landlord for labor and other costs of collection. In the event of default, Tenant agrees to pay all collection and lien costs incurred by Landlord. These charge include but are not limited to the cost of inventorying the storage space, advertising the lien sale and conducting the lien sale.

DENIAL OF ACCESS: When rent or other charges remain unpaid for ten (10) consecutive days, Landlord may deny Tenant access to the storage space.

CHANGE OF ADDRESS: Tenant's must provide postal or email address changes to Landlord in writing within 10 days of the change. Such change will become effective when received by Landlord. It is Tenant's responsibility to verify that Landlord has received and recorded the requested change of address.

LIMITATION ON VALUE OF STORAGE PROPERTY: Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Landlord. If such written permission is not obtained, the

value of Tenant's property shall be deemed not to exceed \$5,000.

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 shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the stored property.** 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.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Tenant is strictly prohibited from storing or using materials in the storage space or on the facility 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 includes any costs, expenses, fines or penalties imposed against the Landlord, arising out of the storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. Landlord may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents or employees for loss of or damage to stored property.

LANDLORD'S INSURANCE OPTION: Tenant may purchase insurance on Tenant's stored property from any insurance company licensed to do business in this state. Tenant shall provide Landlord evidence of the required insurance coverage in the form of a certificate of insurance or policy declaration page (the Insurance Policy). If Tenant does not provide Landlord with satisfactory proof of insurance covering Tenant's stored property, then Landlord shall enroll Tenant in the insurance program available at this facility, with the minimum coverage limit. Tenant's insurance payment shall be due on the anniversary date of the Tenant's rental agreement in advance and without demand, and sent to the Landlord at the same time and in the same manner as the Rent obligation. Tenant may provide Landlord with proof of insurance at any time within 30 days of renting the storage space and Landlord shall remove the facility insurance coverage on Tenant's stored property and the premium charge will be credited to Tenant's account. At any time after the first 30 days of tenancy, Landlord will stop Tenant's participation in the facility insurance plan on the next payment due date when Tenant provides satisfactory proof of insurance on Tenant's stored property.

RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, acts of god, the active or passive acts or omissions or negligence of the Landlord, or the malfunction of any type of climate control system installed by Landlord, Landlord's agents or employees.

RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY: Landlord, Landlord's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.

INDEMNITY: Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the storage space and common areas, including claims for Landlord's active negligence.

LANDLORD'S RIGHT TO ENTER: Tenant grants Landlord, Landlord's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon forty-eight (48) hours advanced written notice to Tenant. In the event of an emergency, Landlord, Landlord's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Tenant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Landlord's rights.

TENANT ACCESS: Tenant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter the storage facility.

NOTICES: Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Tenant. Tenant agrees that any such notice sent by United States mail is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Landlord by the U.S. Postal Service. All statutory notices shall be sent as required by law which may include electronic mail. Tenant shall send all notices to Landlord's mailing or electronic mailing address stated in this agreement.

RULES AND REGULATIONS: Landlord shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Tenant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

NO ALTERATIONS: Tenant shall make no alterations to the interior or exterior of the space without the written permission of the Landlord authorizing such alterations.

NO SUBLETTING: Tenant shall not assign or sublease the storage space without the written permission of the Landlord. Landlord may withhold permission to sublet or assign for any reason or for no reason in Landlord's sole discretion.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Landlord and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord or by Landlord's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing, agreed to by both parties.

NO WARRANTIES: No expressed or implied warranties are given by Landlord, Landlord's agents or employees as to the suitability of the storage space for Tenant's intended use. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

PROPERTY LEFT IN THE STORAGE SPACE: Landlord may dispose of any property left in the storage space or on the storage facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Landlord in disposing of such property.

TIME TO MAKE CLAIM OR BRING SUIT: Tenant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months after the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

WAIVER OF JURY TRIAL: Landlord and Tenant waive their respective rights to trial by jury of any in any action brought by either Landlord against Tenant, or Occupant against Landlord, or Landlord's agents or employees, on any matter arising out of, or in any way connected with this Rental Agreement, Occupant's use of the space or this storage facility, including but not limited to any claim of bodily injury or property loss of or damage to stored property.

TERMINATION: Ten (10) days advanced written notice given by Landlord or Tenant to the other party will terminate this tenancy. Landlord does not prorate rent; only full months' prepaid rent shall be returned to Tenant within Thirty (30) days of vacating the unit. Tenant must leave the space broom clean and in good condition. Tenant is responsible for all damages.

SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

This agreement limits the Landlord's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Tenant's Signature

On behalf of Landlord