

# STORAGE FACILITY LEASE

This Storage Facility Lease Agreement (the "Lease") is entered into by \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") on \_\_\_\_\_, 20\_\_\_. Landlord and Tenant will collectively be referred to as the "Parties."

The Parties agree as follows:

**PREMISES:** Landlord hereby leases, to the Tenant, the storage facility located at:

\_\_\_\_\_  
\_\_\_\_\_

**LEASE TERM:** The lease will start on \_\_\_\_\_ (begin date) and will continue as a month to month tenancy until such time as it is terminated by either party. To terminate either the Landlord or Tenant must give written notice to the other party at least **30** days prior to when the Premises are to be vacated (the "Lease Term").

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord a monthly rent of \$\_\_\_\_\_ ("Rent") in advance on the \_\_\_\_\_ day of each month at: \_\_\_\_\_ (address for rent payment) or at any other address designated by Landlord.

**INSUFFICIENT FUNDS:** Tenant will pay \$\_\_\_\_\_ for each check given by Lessee to Landlord that is returned for lack of sufficient funds.

**LATE CHARGES:** If any Rent is more than \_\_\_\_\_ days late, Tenant will pay a late fee of \$\_\_\_\_\_.

**KEYS:** Tenant will be: *[check the appropriate provision]*

\_\_\_\_\_ Given \_\_\_\_\_ key(s)/opening devices to the Premises. Tenant shall be charged \$\_\_\_\_\_ if all keys/opening devices are not returned to Landlord upon termination of the Lease.

\_\_\_\_\_ Responsible for providing his/her own lock for the Premises.

**SECURITY DEPOSIT:** *[check the appropriate provision]*

\_\_\_\_\_ There is no security deposit.

\_\_\_\_\_ Tenant shall deposit with Landlord a security deposit of \$\_\_\_\_\_ as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease.

**USE OF PREMISES:** Tenant will use the Premises exclusively for the storage of Tenant's possessions or: \_\_\_\_\_ (the "Possessions"). Tenant understands that the use of electricity for refrigerators, freezers or other appliances is not permitted. Tenant may not store or dispose of any property outside of the Premises. Tenant shall not use the premises for any illegal or otherwise prohibited activities.

**DANGEROUS OR ILLEGAL MATERIALS:** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company. Tenant shall not keep or have on or around the Premises any illegal items, materials or substances.

**DEFAULTS:** If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven (7) days from the date of

notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option (a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or (b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. The failure of Tenants or their guests or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice as required by law. If Tenant does not remove the Property at the termination of this Lease, the Property will be treated as abandoned and may be sold in a reasonable manner. The proceeds of such sale will be applied to the cost of the sale and any unpaid Rent; the balance of such sale will be mailed to Tenant.

**SECURITY AND RESPONSIBILITY FOR LOSS:** Tenant understands that the Landlord does not provide any security system for the Premises. Tenant's possessions will occupy the Premises entirely at the risk of the Tenant. Landlord is not responsible for carrying any insurance covering Tenant's possessions. Tenant should, at his own expense, obtain insurance for the Property stored at the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from any casualty. Additionally, by signing below, Tenant understands and agrees that Tenant accepts full responsibility for any and all personal injuries or any other damages that may occur during use of the storage space, regardless of the reason. Further, Tenant agrees that Landlord, and all associated owners, agents, and employees, be HELD HARMLESS for any and all injuries and damages occurring inside or outside of the storage facility.

**MAINTENANCE:** Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition during the term of this Lease and any renewal thereof. Tenant will promptly advise Landlord if the Premises are in need of any maintenance or repair.

**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of Landlord.

**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Lease.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

**SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the Parties and supersedes any prior representation. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following addresses:

Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this

Lease. The acceptance of rent by Owner does not waive Owner's right to enforce any provisions of this Lease.

**CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**[ ] ADDITIONAL PROVISIONS:**

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IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)