

Storage Unit Rental Agreement

Bay # _____



Sundance Rentals, LLC
 Covered RV Storage
 PO Box 590
 Sundance, WY 82729

Located at
 311 S 27th St., Sundance, WY

Name _____

Address _____

CITY, STATE, ZIP _____

PHONE _____ DRIVERS LICENSE NUMBER _____

EMPLOYER _____ PHONE _____

EMERGENCY CONTACT _____ PHONE _____

PERSONS OTHER THAN TENANT AUTHORIZED TO ENTER UNIT _____

NOTICE: The monthly occupancy charge and other charges stated in this lease are the actual charges you must pay.

1. **TERM:** This agreement is entered into by and between Sundance Rentals, LLC and its agents, herein after called Owner and the above stated tenant. Said space is to be used for the purposes specified herein beginning on the _____ day of _____, and continuing month to month until terminated or revised. Owner reserve's the right to revise any part of this lease with one month advance notice to Tenant. Said revised lease shall not require Tenants signature to become effective.

2. **OCCUPANCY CHARGES:** Tenant shall pay owner all of the following mandatory charges.

A. Rent: Tenant shall pay the Owner rent in the amount of \$ _____ on the First (1st) of each and every month, sent to the Owner's Address P.O. BOX 590 Sundance, WY. 82729 without notice, demand deduction, or offset. Owner may or may not require a deposit. There will be no pro-rate of the last month's rent. DEPOSIT REQUIRED \$ _____.

B. Late Charge: If Tenant does not pay in-full any monthly payment before the close: of The Fifth (5th business day, Tenant shall pay a late charge of \$10.00 per day for each and every day the rent is late.

C. Returned Checks: If any of Tenant's checks are returned for any reason, Tenant shall pay Owner, on demand, a service charge of \$30.00 for each such check.

D. Clean-up Charge: If tenant does not return the unit to Owner in good Condition, Tenant shall pay Owner a minimum of \$75.00 cleanup charge.

3. **DEFAULT:** Owner shall have a lien on all personal property stored in Tenant's unit or on

the proceeds of said personal property in Owner possession. Said lien attaches as of the date such personal property is brought into the self storage rental unit.

NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property will be sold or disposed of at the discretion of the Owner. The notice will be mailed to your last know address. In order to preserve your right to be notified, it is important you notify us of any change in address or telephone number. If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default and Owner will take th following actions:

- A) Upon the failure of Tenant to pay rent within five business days or when it becomes due, the Owner may, without notice, over lock said unit thereby denying Tenant access to the personal property located in the unit and pursue all other remedies afforded to Owner pursuant to Wyoming law.
- B) On the 30th day of continuous default, or thereafter Owner may enforce it's lien on the personal property stored in the unit for rent, late charges, labor, damages, cleaning fees charges for checks returned to Owner, postage amounts for mail (ordinary, registered and/or certified) providing notification of late charges, expensed necessary for the preservation of the personal property stored on the leased premised, and expenses incurred in the sale or disposing of said personal property located pursuant to law. Owner may cut the locks on Tenant unit and may remove any and personal property located within said unit with the purpose of selling or disposing same. If not sold at public sale, any or all items of said personal property will be otherwise disposed of and/or destroyed by Owner.
- C) Owner may cancel lease.
- D) Owner may evict Tenant by appropriate legal procedure.
- E) Owner may accelerate and collect all past, present, and future rent sums due under this lease.
- F) Owner may pursue civil remedies against Tenant for collection of past due amounts. Tenant shall be responsible for reasonable collection and/or attorney fees and disbursements incurred.

4. **USE:** Compliance with Laws : The unit may be used only for storage of personal property approved by Owner. No human may inhabit, and no animal may be kept in the unit. Tenant may not operate any business, produce any goods or provide-any services in the unit or at the self storage facility. Tenant shall immediately dispose of all trash, rubbish and refuse. Nothing may be stored outside of the leased space. Tenant shall not generate, release, store or dispose of in or around the unit any food items, flammable, corrosive, biological, chemical, odorous, noxious, or other dangerous or hazardous materials. Tenant shall comply with all municipal, state, and federal laws and regulations affecting its use of the unit. Tenant shall indemnify, defend, and hold Owner harmless from any and all claims, damages and expenses (including attorney fees and investigative remedial and response costs) arising out of Tenant violation of this paragraph 4. Any violation of these terms or provisions shall constitute a default under this lease.

5. **RULES:** Tenant shall comply with any and all reasonable rules established from time to time by Owner.

6. **NOTICES:** All notices, demands, or requests by either party shall be in writing and shall be sent by U.S. Mail to the parties at the addresses set forth in the heading of the Lease. Either

party may change such address by the giving of notice in conformity with paragraph 7. For the purposes of Owner's Lien, "Last known address" means that address provided by the Tenant in the lease agreement or the address provided by Tenant in a subsequent written notice of change of address.

7. **CONDITION AND ALTERATION OF UNIT:** Tenant has inspected unit and accepts it "as is". Tenant shall immediately notify Owner of any fire (or other casualty), defects or dangerous conditions. Tenant shall keep the unit in good order and condition, and shall pay for any and all repairs to the unit or the self storage facility arising out of negligence or willful misconduct of Tenant, its agents, employees, licensees, invitees, or contractors. Tenant shall not attach anything to the walls, ceiling, floors, doors or any part of the property.

THIRD PARTY INTEREST: Tenant certifies it has furnished Owner with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property stored in the unit. The list shall specify each item of personal property and shall identify the third party who owns leases or has an interest in it. Tenant shall indemnify and save Owner and its agents harmless from and against any and all causes of action due to the sale and /or other disposition Owner of items of personal property stored in the unit leased by Tenant in which third parties hold a lien or have any legal interest whatsoever.

8. **ASSIGNMENT SUBLETTING:** Tenant shall not assign this lease or sublet all or any part of the unit without Owner's prior written consent.

9. **INSURANCE:** Tenant assumes responsibility for any loss or damages to property stored Tenant in the unit and may or may not elect to provide insurance coverage for the same. Owner does not provide or maintain insurance for the benefit of Tenant which in any way covers any loss whatsoever.

10. **FIRE CONDEMNATION:** If fire or other casualty causes damage to the self storage facility, Owner may terminate this lease on written notice to the Tenant and upon such termination all rent and sums owing here under shall be paid up to the date of the damage.

11. **SUBORDINATION:** This lease is subject and subordinate to any and all present or future ground leases and mortgages affecting the unit or the self storage facility.

12. **WAIVER:** Owner acceptance of any total or partial payment or rent or other sum due hereunder shall not be a waiver of any of Owner rights or remedies.

13. **INSPECTION:** Owner may enter and inspect the unit on reasonable notice to Tenant, except in cases of emergency, when Owner may enter and inspect the unit at any time without notice to Tenant.

14. **NO BAILMENT:** This lease shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lesser/lessee. Owner is not responsible for the safekeeping of the personal property stored in the unit and is not responsible for any damage to the personal property.

15. **INDEMNIFICATION:** Tenant agrees to indemnify, hold harmless and defend Owner from all claims, demands, and lawsuits (including attorney fees and costs) that are brought by others arising out of the Tenant use of the unit or storage facility. Tenant's indemnity obligation includes but is not limited to claims or Owner active or passive negligence.

16. **WAIVER OF JURY BY TRIAL:** Owner and Tenant waive the irrespective rights trial by jury of any action at law or equity brought by either party arising out of the Tenant use of the

storage facility or unit. The trial by jury waiver is also made by Tenant on behalf of any or Tenant's agents, guests, or invitees.

17. **ENTIRE AGREEMENT:** This lease is the entire agreement between Tenant and Owner and may not be changed or ended orally. This lease shall be governed by Wyoming Law. In the event the Owner is required to obtain the services of an attorney to any of the provisions of this lease Tenant agrees to pay in addition to the sums due hereunder an additional amount for attorney fees and costs incurred.

18. **BINDING AGREEMENT:** This lease is binding upon, and shall inure to the benefit of Owner and Tenant and their respective heirs, legal representatives, successors and assigns.

19. **INVALIDITY:** If one or more of the provisions of this lease are deemed to be illegal or unenforceable, the remainder of this lease shall be unaffected and shall continue to fully valid, binding, and enforceable.

TENANT

OWNER

DATE

DATE