

Pinal Self Storage Rental Agreement

This Rental Agreement is executed between Pinal Self Storage (hereinafter "Lessor" as Agent for Owner), and the "tenant" listed below (hereinafter "Tenant") as evidenced by their signatures below or electronic acceptance in the form of clicking 'YES', and is made subject to the terms and conditions set forth below and in this Rental Agreement, which terms and conditions are incorporated herein and made a part hereof for all purpose. In considerations of the covenants, conditions and agreements hereinafter contained to be kept and performed by Tenant, Lessor does hereby lease to Tenant and Tenant hereby leases from Lessor the herein described property, hereinafter call "the space" of if referring to the entire property, "the facility".

RENT:			
Security Deposit: \$20		Administration Fee: \$10.00	
1. TENANT INFORMATION			
Date of Agreement:			
Unit ID:		Size:	
Tenant Name:		Address:	
City:		State:	Zip Code:
Home Phone:		Work Phone:	
Driver's License #:		Driver's License State:	Social Security #:
Alternate Contact Name:		Alternate Contact Phone:	
Tenant's Signature	Date	Tenant's Fingerprint	Tenant's Driver's License
1. TERM	The term of this tenancy shall commence on the date written above, and shall continue thereafter on a month-to-month basis. The minimum term is one month.		
2. RENT	The monthly rent is the amount stated above, payable in advance on the stated due date of each and every calendar months to Lessor, or to Lessor's designated agent. Lessor may demand that rent be paid in cash, certified check, or money order. Tenant agrees to pay the stated late fees and dishonored check charges. All costs incurred by Lessor by reason of Tenant's breach of any provision of this Agreement shall be deemed additional rent, and may be demanded by Lessor of Tenant at any time, or withheld from Tenant's deposit, or waived, all in Lessor's sole and absolute discretion,. The monthly rental rate may be changed at any time by Lessor, by the giving of written notice to Tenant, thirty(30) days before the end of the month.		
3. PARTIAL PAYMENT OF RENT	Lessor may accept or reject partial monthly rental payments at Lessor's sole discretion. Lessor's acceptance of a partial payment is not a waiver of Lessor's right to full payment. Nor shall it stop or delay Lessor's right to foreclose on Tenant's stored property pursuant to Lessor's lien right unless Lessor agrees to do so in writing.		
4. DENIAL OF ACCESS	When rent or other charges remain unpaid for five (5) consecutive days, Lessor may deny Tenant access to the leased premises.		
5. ADMINISTRATION FEE	Concurrently with the execution of this Rental Agreement, Tenant shall pay to Lessor a non-refundable new account Administration Fee as shown above.		
6. USE OF SPACE	Lessor is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Lessor 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 agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or for sentimental attachment to the		

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	<p>stored property. Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Lessor. If such written permission is not obtained, the value of Tenant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Lessor that Tenant's stored property has any value, nor shall anything alter the release of Lessor's liability set forth below.</p>
7. INSURANCE OBLIGATION	<p>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 Lessor. 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 to Tenant against Lessor, Lessor's agents or employees for loss of or damage to stored property.</p>
8. RELEASE OF LESSOR'S LIABILITY FOR PROPERTY DAMAGE	<p>All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss of or damage to Tenant's personal property at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.</p>
9. RELEASE OF LESSOR'S LIABILITY FOR BODILY INJURY	<p>Lessor, Lessor'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 omission of negligence of the Lessor, Lessor's agent or employees.</p>
10. INDEMNITY	<p>Tenant hereby agrees to indemnify and hold harmless the Lessor from and against any and all and any manner of claims for damages or loss to property or personal injury and costs, including attorney's fees, arising from Tenant's use of the space or the facility, or from any activity, work or thing done, permitted or suffered by Tenant in or on the space or about the facility. Notwithstanding that Lessor shall not be liable for such occurrences; Tenant agrees to notify Lessor immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person of any of such circumstances.</p>
11. INSPECTION	<p>Upon the request of the Lessor the Tenant shall provide access to the Lessor to enter the leased space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency, the Lessor may enter the leased space for any of the above stated purposes without notice to or consent from the Tenant, and Lessor reserves the right to remove the contents of the leased space for any of the above stated purposes without notice to or consent from the Tenant, and Lessor reserves the right to remove the contents of the leased space to another space or facility. For the purposes of this Paragraph, the term "emergency" mean any sudden, unexpected occurrence or circumstance which demands immediate action. Tenant's Initials: __</p>
12. PROPERTY NOT SOLD	<p>If any property remains unsold after Lessor has complied with all the requirements of the state Self-Service Storage Facility Act, Lessor may then otherwise dispose of said property in any manner considered appropriate by the Lessor, including but not limited to, destroying the personal property.</p>
13. TERMINATION	<p>Ten (10) days written notice by Lessor or Tenant to the other will terminate the tenancy. The space will be left in good condition and Tenant/occupant is responsible for all damages to the space. Tenant's Initials: __</p>
14. WAIVER	<p>No waiver by Lessor, his agents, representatives or employees of any breach or default in the performance of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition, or term hereof.</p>

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15. CHANGE OF TERMS	All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS' PRIOR WRITTEN NOTICE to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Lessor ten (10) days prior written notice to terminate, and vacating the space. If the Tenant does not give such notice to vacate, the change shall become effective and apply to Tenant's occupancy.
16. SUBLETTING OR ASSIGNMENT	No subletting of the space or any portion thereof or assignment of the Agreement may be made by Tenant without having written permission of Lessor in advance.
17. WARRANTIES	Tenant hereby warrants that all of the information given by him and incorporated in this Agreement is true, complete and correct at the time of execution of this Agreement. Tenant's Initials: __
18. SEVERABILITY	If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such parties, parts, or portion which may, for any reason, be hereafter declared invalid.
19. SUCCESSION	Lessor may at any time assign this Rental Agreement in which event Lessor shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
20. NO ORAL AGREEMENTS	This Rental Agreement contains the entire agreement between Lessor and Tenant and no oral agreement shall be of any affect whatsoever. Tenant agrees that Tenant is not relying, and will not rely, upon any oral representation made by Lessor or any of Lessor's agents or employees purporting to modify or add to this Agreement in any manner.
21. HEADINGS	The headings of the various provisions of this Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.
22. ALTERATIONS, SIGNS	Tenant shall not make any alterations of the space or facility nor post any sign without express written consent of the Lessor.
23. VEHICLE PARKING	Tenant shall not make any alterations of the space or facility nor post any sign without express written consent of the Lessor.
24. CHANGE OF ADDRESS	It shall be the duty of the Tenant to furnish the Lessor notification, in writing or in person, to Lessor's address provided herein, of any change of address or phone number.
25. LOCK	Tenant shall provide at Tenant's own expense one lock for the space which Tenant, in Tenant's sole discretion, deems sufficient to secure the space. Space shall be immediately locked upon execution of this Agreement. Tenant shall not provide Lessor's agent with a key and/or combination to Tenant's lock unless deliveries are to be accepted on Tenant's behalf, and a Hold Harmless Agreement is signed.
26. WAVIER OF JURY TRIAL	Lessor and Tenant waive their respective rights to trial by jury of any action at law or equity brought by either Lessor against Tenant, or Tenant against Lessor or Lessor's agent or employees, arising out of, or in any way connected to, this Rental Agreement, Tenant's use of the storage space or this storage facility. This waiver applies to any claim for bodily injury, loss of or damage to property, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any Tenant's agent, guests, or invitees.
27. RULES AND REGULATIONS	The Rules and Regulations posted in a conspicuous place at the facility are made a part of this Rental Agreement and Tenant shall comply at all times with Rules and Regulations. Lessor shall have the right from time to time to promulgate amendments

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and additional Rules and Regulations for safety, care, and cleanliness of the facility and, upon posting of any such amendments or additions in a conspicuous place at the facility; they shall become a part of this Rental Agreement. Such Rules and Regulations include, but are not limited to:

1. No partial month rent refunds will be granted.
2. Observe the 5 miles per hour speed limit while driving in the facility. Park cars and trucks so as not to block driveways or other storage spaces.
3. Do not connect refrigerators or freezers to electric outlets. The electricity could be turned off at any time.
4. Do not use any type of electric or gas heaters in your storage space. Use of any equipment using electricity, including small tools and heat lamps must be approved by the Manager. In the opinion of the Manager an excessive amount of electricity is used, and additional fee will be charged.
5. Turn off all lights when you leave your storage space.
6. No open flames of any type such as camping equipment, cutting torches, kerosene lamps, candles, etc. are allowed in the space.
7. Do no sanding or spay painting in your space.
8. Store no gasoline, explosives or other hazardous materials in your space.
9. **DO NOT STORE ANY FOOD IN YOUR SPACE.**
10. Remove all trash and unwanted items from your storage space. Do not put unwanted items in unrented space. Use the receptacle provided at the facility for disposal of small items only. Tenant is responsible for the disposal of large items.
11. The facility office will be closed on New Year's Day, Palm Sunday, Easter, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, and Christmas. These dates are posted in the facility office in advance as a reminder.
12. **YOU ARE RESPONSIBLE:** Lock your storage space using only one lock. You must obtain insurance if you wish to be properly insured.
13. **CHANGE OF ADDRESS:** Report any change of address, phone number, etc. by mail or in person to the office to keep our records current.
14. **VACATE POLICY:** When you plan to vacate, you must give the Manager written notice at least ten (10) days prior to the end of your monthly rental period as determined by your monthly anniversary date. No refund will be made of a partial month's rent, but you may pay a partial month's rent (for the final month of your tenancy) when proper notice is given.
15. **RENTAL PROVISIONS:** All the provisions of the Rental Agreement, of which these Rules and Regulations are a part, apply to your occupancy and use of your storage space and your access to the facility.
16. **IMPORTANT NOTE:** Be aware that pest control products may be in use. You are responsible for the safety of yourself, your children and pets.

Tenant's Initials: __