



P.O. Box 1361
1215 North Cooper
Logandale, NV 89021-1361

SELF STORAGE OCCUPANCY AGREEMENT

Move In Date: _____
Space # Size (approx) Sq. Ft. _____
First Month Occupancy Charge \$ _____
Each Month's Occupancy Charge \$ _____
Performance Deposit \$ _____
Social Security No. _____
Driver's License No. _____
State _____ Exp. Date _____
Name (Last) _____ (First) _____
Home Phone _____ Work Phone _____
Mailing Address _____
Physical Address _____
City _____ State _____ Zip _____
Alternate Contact Phone _____
Employer _____
Named Authorized Persons for
access _____
Name of a Close Relative _____
Relatives Address & Phone no _____
If vehicle is stored, Year: _____ Make: _____ Model: _____
License Plate Number: _____ VIN: _____

If paying by Credit Card, please fill out a Credit Card Authorization Form.

Occupant (by) _____ Date _____

Owner (by) _____ Date _____

Mesa View Storage, Rental Contract Terms

1. Terms of Occupancy. This is a month to month Agreement having a minimum length of 1 calendar month and automatically renews. Rent is due on the first day of each month and must be paid for in full in advance without demand being made by Owner. Occupant agrees that if all charges due by the first of a given month are not paid by the 10th of the month, Owner may charge the credit card indicated above for the month's rent or for any amounts currently owed by the Occupant, OR if funds are not available through the credit card above, the Owner may deny Occupant access to the storage unit until all charges are paid. Owner may change the terms of this agreement at any time upon thirty (30) days written notice to the Occupant.

2. Additional Fees. A LATE FEE will be charged when payment is received after day ten (10) of the month. The LATE FEE will be the greater of \$25.00 or 5% of one month's rent. A \$50.00 FEE will be charged for each returned check. A \$125.00 LIEN FEE will be charged to an account at the time that a Notice of Sale is printed and the account is processed for sale at public auction. Waiving of any fees by Owner in no way constitutes waiver of Owner's Lien (see #8). Fees are subject to change with thirty (30) days written notice by Owner.

3. Address Changes must be made in writing on Owner's approved form only. This form is available upon request.

4. Use of Premises. The storage unit is for storage of personal or business property only. It may not be used for any unlawful purpose, storage of any explosive or highly flammable material, hazardous substances, food which dispels odor, spoilage or decay, residential purposes or to house live animals. The Occupant agrees to hold Owner and/or other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting in violation of this provision including attorneys' fees. The Occupant grants permission to the Owner or Owner's Agents to enter the storage unit at any time for the purpose of removing or disposing of any property kept in the unit in violation of this provision or for the purpose of maintaining, repairing or replacing critical systems and/or the structural integrity of the building as the Owner sees fit. Tenant must provide his own lock and keep unit locked at all times.

5. Insurance. Occupant understands and agrees that all property is stored at Occupant's sole risk and insurance is the Occupant's responsibility.

I hereby elect to:

Purchase insurance from my own agent.

Be self insured and assume full responsibility for any loss.

6. Occupant Responsibility. Except as provided by Section 108 of Nevada State Lien Law, the storage unit is under the exclusive control of the Occupant. The Owner is not a warehouseman and does not take care, custody and control, possession, or dominion of the contents of the unit and does not agree to provide protection for the unit or its contents. The Owner will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the Occupant due to negligence or any other cause whatsoever. The Occupant further represents to the Owner that the total of the real value and the sentimental value combined, of all property stored or to be stored in the future in the unit is less than \$30 per square foot of floor space.

7. Terminating This Agreement. This agreement may be terminated by either party upon thirty (30) days written notice, which notice shall state the date of termination. The Occupant agrees to execute a Vacate Release form prior to vacating the storage room. If Written Notice is not received by Owner, the full deposit will not be refunded. Occupant may not use the performance deposit for rent. Performance deposit will be returned to Occupant, without interest, within thirty (30) days after termination of this agreement, provided the Occupant has complied with all obligations to the Owner. Owner may deduct from Occupants performance deposit, any unpaid

charges as well as costs of cleaning, trash removal, and/or repairing the storage unit. There is NO refund for unused days if Occupant vacates after the first of the month. **TENANT'S FAILURE TO VACATE THE PREMISES OR REMOVE THEIR LOCK ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.**

8. Default and Remedy. The Nevada State Lien Law Section 108 provides that an Owner has a lien on all property of Occupant held at the facility for occupancy charges or any other charges past due or due in the future, and for expenses necessary and reasonably incurred for the protection of any monies due to Owner. This lien is superior to any other lien or security interest and goes into effect as of the date the property is brought to the facility. The Occupant understands and agrees that the Owner has this lien in full force and effect should Occupant have any of the following occur: 1) Failure to pay any occupancy charges. 2) Failure to pay any additional fees incurred. 3) Abandonment of the storage unit. 4) Failure to comply with any term of this agreement or any rules and regulations of the Owner. The Occupant specifically agrees to abide by all terms and conditions of Owner's rules and regulations. The Owner after giving ten (10) days written notice to the Occupant, which notice shall be deemed to be given by the Owner by mailing same, postage prepaid, to the last known address of the Occupant, may at his option take any of the following acts: (a) Make any demand or give any notice as may be required by law and should Occupant fail to comply with such demand or notice within the time required by law if any, Owner may declare this agreement terminated and sell Occupant's property at Occupant's expense in accordance to Section 108 of the Nevada State Lien Law. (b) Owner shall have the right to refuse access to the storage unit to Occupant or any other person. (c) Owner shall have the right to overlock and/or remove Occupant's lock on the door of the rental space. (d) Owner shall have the right to inventory such property and charge the Occupant for the reasonable cost of such inventory. Owner has the right to dispose of or sell the property contained in the rental space to any person by public or private sale and for any amount should a sale take place. Owner shall apply the proceeds of such a sale to the Occupant's indebtedness to the Owner and shall hold any proceeds over and above the amount owed by the Occupant to the Owner on account for the Occupant for a period not to exceed two years. Upon written demand, any excess shall be returned to the Occupant without interest. The Occupant agrees to pay all costs and expenses, including attorneys' fees, service charges and processing charges of the Owner in enforcing any term of this agreement. Any notice required to be given under this agreement must be in writing and addressed to the other party at the appropriate address. Any such notice will be deemed to have been given at the time it is duly deposited, postage prepaid, in United States mail. If any provision of this agreement should be invalid or unenforceable, only that provision will be affected. The rest of this agreement will remain valid, enforceable and in full force and effect. Owner's waiver of prior breaches does not constitute a waiver of future breaches. Any damage to the Owner's premises or the storage unit will constitute default.

9. No Oral Agreements. This agreement states the entire agreement between Owner and Occupant and there are no other representations, promises or agreements between them. Occupant agrees to waive all rights of subrogation against Mesa View Storage, its owners, employees and agents. In any action or proceeding brought by one party as and against the other relative to this agreement, the Occupant specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by the Owner. **ALL OF THE PROVISIONS** hereof shall apply to and bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties hereto.

I, the undersigned, hereby state that I have read and understand this Agreement, and that by signing this Agreement I am bound by it.

Occupant (by) _____ Date_____

Owner (by) _____ Date_____