

RENTAL AGREEMENT

PECOS SELF STORAGE, LLC
P.O. Box 521232
SLC, UT 84152-1232
Toll Free 1-877-525-1423
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1. OCCUPANT INFORMATION

Date: ____/____/____ Unit No. _____ Size: _____
Name: _____
 First Middle Initial Last
Current Address: _____

Phone (home): _____ Work: _____ Cell: _____
Social Security No.: _____
Driver's License No.: _____ Copy Available: () Yes () No
E-Mail Address: _____
Alternate Contact (Relative, Business, Close Friend)
Name: _____ Phone: _____
Current Address: _____
Gate Access Code # _____

2. This self-service storage facility is in operation in accordance with the New Mexico Self-Service Storage Lien Act [48-11-1 to 48-11-9 NMSA 1978].

This AGREEMENT is between PECOS SELF STORAGE, LLC doing business outside the Village of Pecos, San Miguel County, State of New Mexico, hereinafter called OWNER and _____ hereafter called OCCUPANT. The OWNER does hereby demise and rent unto said OCCUPANT storage unit(s), number _____ in a building located off State Road 50, approximately 3 miles west of the Village of Pecos, to be used for storage of personal property to have and to hold for a one month minimum beginning on the _____ day of _____. OCCUPANT yielding and paying OWNER the rent as stated below, provided, however that rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30 day period, the new rental rate shall be effective as if set forth in this AGREEMENT.

OCCUPANT is leasing only the space and has no rights in the remainder of the premises. The space is an unheated enclosure without electric, plumbing or other utilities. OCCUPANT'S ARE RESPONSIBLE FOR SECURING (LOCKING) THEIR OWN STORAGE UNITS.

OCCUPANT expressly agrees and covenants with OWNER that OCCUPANT will not use premises for any unlawful purposes, and that OCCUPANT will pay the rent as it becomes due, that OCCUPANT will keep premises in good condition (usual wear and tear excepted), and that OCCUPANTS will not store trash, garbage or food anywhere on the premises.

3. **TERM OF OCCUPANCY.** The Term of Occupancy begins on the day that this AGREEMENT is signed by the OWNER and OCCUPANT and shall terminate on the last day of the month in which this AGREEMENT is signed and OWNER shall pro rate the rent of the first month to reflect the portion of the month for which rent is charged. OCCUPANT agrees to be a "month to month occupant". After the end of the initial period, the term of the Occupancy automatically renews thereafter in increments of one full month at a time only. Rental charge will not be pro rated for final month of occupancy. When OCCUPANT decides to vacate the space, OCCUPANT agrees to provide OWNER with a written *Vacate Release Form* (provided by OWNER) which is written notice of actual termination of this AGREEMENT, releasing the space back to the possession of OWNER, provided OCCUPANT has complied with all obligations under this AGREEMENT. Rental payments are not refundable.

Initial _____

Version 1.1, Final August 2008

4. **MONTHLY RENTAL CHARGES.** OCCUPANT agrees to pay as rental charges for the above-referenced storage unit the sum of \$ _____ per month, (with the first month's rent pro-rated if the tenancy begins after the 1st of the month). Rental charges shall be paid without any demand being made by OWNER. It is OCCUPANT's obligation to remit rental charges monthly in advance. **NO BILLS OR STATEMENTS WILL BE SENT TO THE OCCUPANT STATING WHEN THE RENTAL CHARGE IS DUE. RENTAL CHARGE IS DUE ON THE FIRST DAY OF EACH MONTH.**
5. **LATE/ADMINISTRATIVE FEES.** If OCCUPANT's rental charges are not paid on or before the **7th day** after the monthly due date (1st of the month), there will be a **\$10.00 late fee** to defray administrative expenses which result from such delinquencies. Such charge is due without prior notice as additional rent. Notwithstanding the service charge, time is of the essence and in the event any rental is due and unpaid, the OWNER may terminate this AGREEMENT by reason of default in the payment of rent. It is further understood and agreed that if OCCUPANT or someone on their behalf issues any "bad" or "dishonored" or "declined" payment, whether same is issued on a closed account, refused debit or credit card, insufficient funds, uncollected funds or declined or refused for any reason, the OCCUPANT shall pay OWNER a "**Bad Payment Fee**" of \$25.00 for any such payment.
6. **CLEANING DEPOSIT.** In addition to rent, there is a **\$30.00 cleaning deposit**. The cleaning deposit is refundable upon OCCUPANT's removing his/her property from the premises in a timely fashion as stated in the vacate release form, leaving the premises in a neat and orderly manner, normal wear and tear excepted, and having met all other conditions of this AGREEMENT, subject to OWNER's/Manager's approval and satisfaction.

CONDITIONS FOR DEPOSIT RETURN

- A. OCCUPANT shall submit the written *Vacate Release Form* to the OWNER at least 10 days before the end of the rental term as provided for above, indicating OCCUPANT's intention to terminate this AGREEMENT as of the end of the rental term.
 - B. Storage unit must be free of all contents, including trash, refuse, garbage, etc. and left in broom-clean condition, including corners, cobwebs, and back of door.
 - C. Upon inspection and acceptance of unit condition by OWNER/Manager, deposits will be mailed to OCCUPANT's address of record, without interest, within 30 days after termination.
7. **INSURANCE.** If OCCUPANT wishes to have his/her property insured, OCCUPANT must obtain their own insurance policy. All property stored by OCCUPANT is stored at OCCUPANT's sole risk and responsibility. OWNER does not have any obligation to purchase or maintain insurance on OCCUPANT's property placed in OCCUPANT's storage unit. In the event OCCUPANT does not obtain insurance coverage for the full value of OCCUPANT's property stored in the self-storage unit, OCCUPANT will personally assume all risk of loss, including but not limited to damage or loss by fire, burglary, mysterious disappearance, water, rain, storms, tornado, riot, rodents, civil disturbance, insects, sonic boom, land vehicles, acts of God or any other cause whatsoever; nor shall OWNER be liable for loss or damage resulting from failure, interruption, or malfunction of utilities; nor shall OWNER be liable for any personal injuries or death as a result of OCCUPANT's use of the storage unit or the self-service storage facility, even if such injury is caused by the active or passive acts or omissions of negligence of the OWNER or OWNER's agents.
 8. **INDEMNITY.** OCCUPANT agrees to indemnify, hold harmless, save and defend OWNER and/or other occupants and third parties from all claims, demands, proceeding, liability, loss, actions or causes of action (including attorney's fees and all costs), damage and expense that are hereinafter brought by others arising out of OCCUPANT's use of storage unit and common areas, and arising out of any act or omission of the OCCUPANT or OCCUPANT's agent, including claims for OWNER's active negligence. In no event shall OWNER be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the storage facility, whether based on contract, tort, strict liability or otherwise, even if OWNER has been advised of the possibility of damages. If any part of this provision is deemed unenforceable by a Court of law, it shall be interpreted and construed to provide as much indemnity to OWNER as permitted by New Mexico law but in no instance shall OWNER or its agents have responsibility of any kind for OCCUPANT's loss, expense, damage, or claim in an amount of more than \$5,000.

9. **NO BAILMENT.** OCCUPANT acknowledges and understands that no bailment is created by this AGREEMENT. OWNER is not engaged in the business of storing goods for hire, nor is it in the warehousing business, but is simply providing commercial space for rent in which the OCCUPANT may store items of personal property owned by the OCCUPANT. OWNER does not take care, custody and control, possession or dominion of the contents of the OCCUPANT's unit. The rented space is under the exclusive control of the OCCUPANT.
10. **OCCUPANT'S REPRESENTATIONS.** OCCUPANT represents to OWNER that OCCUPANT is storing only goods for which it is the rightful and absolute owner and goods that do not conflict with any provision of Federal, State or Local Laws.
11. **STORAGE PROHIBITIONS.** Storage of hazardous or toxic materials is prohibited. OCCUPANT is strictly prohibited from storing or using materials classified as hazardous or toxic under any Local, State, or Federal law or regulation in the self-service storage unit or on the facility, and from engaging in any activity which produces such materials. Storage of flammable or combustible or noxious substances (except as permitted by law) or use for any unlawful purpose is prohibited and is grounds for summary eviction. OCCUPANT's obligations of indemnity as set forth herein specifically includes any costs, expenses, fines, or penalties imposed against the OWNER arising out of the storage or use of any hazardous or toxic material by OCCUPANT, OCCUPANT's agents, employees, invitees, or guests. The unit is for the storage of personal property only and may not be used for residential purposes or to house live animals.
12. **OWNER ENTRY INTO STORAGE UNIT.** OCCUPANT hereby specifically grants unto the OWNER authority and permission to enter the storage unit at any time for the purpose of: 1) responding to an emergency; 2) making necessary inspections, repairs, or maintenance to the unit if deemed necessary by the OWNER or Manager; and 3) removing or disposing of any property kept in the storage unit in violation of the provisions of this AGREEMENT or of applicable law. Such entry by OWNER shall not constitute establishment of care, custody and control and shall not relieve OCCUPANT of any of its obligations to OWNER under the terms of this AGREEMENT. Said entry shall be accomplished by OWNER's agents and employees and, where necessary and appropriate, governmental agents, inspectors, representatives or officers.
13. **LIENS ON PROPERTY TO BE STORED.** All articles stored under the terms of this AGREEMENT will be sold or otherwise disposed of under the terms and conditions of the Self-Service Storage Lien Act [48-11-1 to 48-11-9 NMSA 1978] if the OCCUPANT is in default. OWNER has a lien on all property stored in rental unit(s) as of the date the OCCUPANT goes into default for rent and/or other expenses, present or future, reasonably incurred for its preservation, sale or otherwise disposed of in a manner consistent with the laws of this state if no payment has been received for a continuous 30 day period after default; if any installment is not made within the 7 day grace period, or if any check given in payment is dishonored. A return check charge will be assessed as stated above and the account will be in default from the date the payment was due and access to rented unit(s) may be denied and a late payment charge will be assessed. For the purpose of OWNER lien; "personal property means moveable property, not affixed to land, and includes, but is not limited to motor vehicles or other property evidenced by certificate of title". "Last known address" means that the address provided by the OCCUPANT in this AGREEMENT or a subsequent written notice of change of address provided to OWNER by the OCCUPANT. The OWNER's lien is superior to any other lien of security interest, except those which are perfected and recorded prior to the date of this rental AGREEMENT in New Mexico, either in the country of the OCCUPANT's "Last known address" or in the country where the self storage is located, except any tax lien as provided by law and except those liens or security interests of whom the OWNER has knowledge through other written notice. OCCUPANT attests that the personal property in this unit(s) is free and clear of all secured interest except for:

ITEM: _____
 LIEN HOLDER _____
 ADDRESS _____
 Initial if none _____

ITEM: _____
 LIEN HOLDER _____
 ADDRESS _____

The OWNER's lien is attached as of date the personal property is brought to the self-service storage facility.

14. **NO SUBLETTING.** No subletting of the premises or assignment of this AGREEMENT may be made by OCCUPANT.

- 15. NO WARRANTIES.** No expressed or implied warranties are given by OWNER as to the suitability of the storage space for OCCUPANT's intended use. OWNER disclaims and OCCUPANT waives any implied warranties of suitability or fitness for a particular use.
- 16. NOTICE.** Any notice required to be given under this AGREEMENT shall 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 the United States mail, unless otherwise required by law. Any address change shall be changed only by written notice and must be acknowledged in writing by the OWNER.
- 17. WAIVER.** In any action or proceeding brought by one party as and against the other relative to this AGREEMENT, the OCCUPANT specifically waives the right to a jury trial and agrees not to interpose any counterclaim in any action commenced by the OWNER.
- 18. RULES AND REGULATIONS.** OWNER reserves and retains the right to establish or change the hours of operation of the facility and to promulgate rules and regulations for the safety, care and cleanliness, and orderly operation of the self-service storage facility. OCCUPANT agrees to follow all of OWNER's rules and regulations now in effect, or that may be put into effect in the future.
- 19. SEVERABILITY.** If any term or provision of this AGREEMENT or its application to any person or circumstances is, to any extent, held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.
- 20.** A breach of any of the foregoing covenants and conditions by OCCUPANT shall at the options of OWNER, terminate this AGREEMENT and said AGREEMENT shall become null and void.

21. RATES AND SERVICE CHARGES:

Monthly Rental Rates

5 X 5	\$40.00
5 X 10	\$50.00
10 X 10	\$75.00
10 X 20	\$120.00

Service Charges:

Late Payment \$10.00 (after 7 th day of month)
Bad Payment Fee \$25.00
Damage to Unit (to be determined after vacating)

22. MOVE-IN COSTS

Monthly Rental Charge (prorated per day x days occupied): \$ _____

Cleaning Deposit: \$30.00

TOTAL AMOUNT DUE \$ _____

23. ENTIRE AGREEMENT. This writing constitutes the entire AGREEMENT of the parties and there are no oral or written representations that are not part of this AGREEMENT. All of the provisions hereof shall apply to and be a binding upon the heirs, executors, administrators, representatives and successors of the parties hereto. By the signature below, OCCUPANT acknowledges receipt of 1) a copy of this rental AGREEMENT, 2) a *Vacate Release Form*, and 3) all riders hereto.

OCCUPANT's Signature

Date:

OWNER's Signature

Date:

Vacate Release Form

As OCCUPANT of storage unit # _____, OCCUPANT _____ (name) shall stop use of the storage unit as of the end of the current rental period, which is _____ (ending date), OCCUPANT gives and releases to and OWNER accepts possession of the premises which are the subject of the rental AGREEMENT dated _____ by and between OWNER and OCCUPANT. OCCUPANT represents to OWNER that OCCUPANT has done nothing which would give anyone a valid claim against the subject premises. OCCUPANT further represents that OCCUPANT has faithfully complied with all the terms and conditions of the rental AGREEMENT above mentioned and has not breached a material term or condition thereof, including the payment of all charges for which OCCUPANT is obligated under the terms of this AGREEMENT. Upon execution of this *Vacate Release Form* and the subsequent surrender of the premises to the OWNER, OWNER releases OCCUPANT and OCCUPANT releases OWNER from all obligations of said rental AGREEMENT. If OCCUPANT fails to execute this *Vacate Release Form* or to surrender premises to OWNER in good condition on due date, **THEN THIS GENERAL RELEASE IS NULL AND VOID.**

OCCUPANT's Signature

Date:

OWNER's Signature

Date:

Initial _____