

Rental Agreement

Ashley Valley Storage, LLC
Location: 787 N 500 E, Vernal, UT
No mail received at this address

Manager receives mail at:
PO Box 1331, Vernal UT 84078
Phone: 435-828-7707
Email: avs.pobox1331@gmail.com

UNIT #

***** Carefully Read and Understand this entire agreement before signing and/or moving into a Unit *****

Occupant Information (Only One Person)

Full Name: _____
Contact Phone Number: _____
Contact Mailing Address: _____

Email Address: _____
Date of Birth: _____
Social Security Number: _____
Driver License Number: _____

Other Contact Information

Employer/Supervisor: _____
Phone: _____
Alternate Contact: _____
Address: _____

Phone: _____
Emergency Contact: _____
Phone: _____

Unit Being Rented: _____ Unit Number: _____ Unit Size: _____ Monthly Rent: _____

Calculate Move-in Payment

MOVE-IN DATE: _____

- \$ _____ Prorated rent for remainder of current month (See instruction sheet)
- \$ _____ Next month's rent (required if there are less than 10 days left in the current month)
- \$ _____ Security Deposit (equal to one month's rent)
- \$ _____ Other payments, please explain: _____
- \$ _____ **Total Payment due at move-in** (Do not send cash through the mail). Mail payment with contract or pay on-line at AshleyValleyStorage.com (Go to the bottom of our Home page).

NOTICE: Rent is due on the 1st DAY of each month. A late fee may be assessed if the manager has not received your payment by 5:00p.m. on that day. If the 1st is a weekend or holiday, rent is due the next business day.

NOTICE: Before storing ANY item that has a mortgage, loan or other lien against it, you must provide the contact information of the lienholder in writing to the site manger. Before storing any type of Boat, RV, ATV or any Titled vehicle, you must fill out a Vehicle Storage Addendum to provide the VIN, a list of Lien Holders and proof of current registration and insurance. Unauthorized vehicles will be towed at your expense.

WARNING: You are responsible for the care of all stored items. You must check on your unit regularly to inspect it and report any maintenance needs to the manager immediately. You are required to maintain sufficient insurance to cover the value of all stored items. The total value of all stored items may not exceed \$2,500 unless written permission is granted by the Owner. Additional rent may be required for higher limits.

WARNING: It is forbidden to store any type of flammable, dangerous, toxic or illegal items on the premises.

UNDERSTAND: This agreement represents the full and complete understanding between Owner and Occupant. Occupant acknowledges that there are NO oral representations given with respect to this agreement.

PLEASE: If you, your spouse, a dependent or a family member is or becomes active or reserve military, including National Guard, you must provide the contact information of the commanding officer to the site manager in writing. Written notice of deployment or transfer is also required.

**** Carefully Read and Understand the Terms of this Entire Agreement Before Signing at the End ****

TERMS OF THIS AGREEMENT

This agreement is entered into on the Move-In date indicated above between Ashley Valley Storage, LLC (Owner) and the Occupant named in the Occupant Information section on the previous page. With regard to the terms of this agreement, the term "Owner" also refers to any authorized agent or manger and "Occupant" also refers to any family member, guest, employee or agent of the Occupant described above.

1. **TERM AND RENT** The term of this lease begins on the Move-In Date entered above and ends on the last day of the current month, after which the lease becomes month-to-month. Any time thereafter, **either the Owner or Occupant may terminate the lease** by giving notice to the other party 10 days before, i.e., written 10 day notice of termination. Occupants who vacate on or after the first day of the month will pay for the entire month with no claim on the unit after vacating. **Occupant agrees to pay subsequent monthly rent on or before the 1st of each month. Invoices will not be sent out.** It is the responsibility of the Occupant to make timely payments before 5:00pm on the 1st day of each month by delivering a check or money order to P.O. Box 1331, Vernal, Utah or by paying through Paypal at www.ashleyvalleystorage.com. Occupant gives Owner permission to call, fax, email or send mail to Occupant for business purposes.
2. **CHANGE IN TERMS** The terms of this Rental Agreement, including the monthly rental rate, are subject to change by the Owner with written notice to Occupant 30 days prior to the effective date of the change.
3. **APPLICABLE FEES** A deposit equal to one month of rent is required for each unit being rented. The deposit will be returned within 30 days following the termination of the lease if the account is current and the unit is returned in a clean rentable condition. A Late Fee of \$20 will be applied to any payment not received by the 1st day of the month. Upon rent being 14 days past due, a pre-lien notice may be sent, incurring a processing fee of \$20. Payment not received within 30 days of the due date will result in termination of the lease and initiation of the Lien Process. Lien Initiation Fee is \$35. Cut-Lock Fee is \$50. Additional fees apply for advertising and sale or disposal of items. A fee of \$30 will be assessed for each returned check. After 2 returned checks, only money orders will be accepted for payment. A minimum fee of \$20 will be charged if the unit is not returned in good and clean condition. A charge for excessive cleaning will be billed at \$35 per hour. Occupant will pay for any repairs to the unit, or to the facility premises, made necessary because of Occupant's misuse or negligence.
4. **TIMELY PAYMENT** **All articles stored under the terms of this Rental Agreement will be sold or otherwise disposed of if no payment has been received for a continuous 30-day period.** Rent will continue to accumulate until Occupant has paid all amounts due and returned the unit in clean and rentable condition. Owner reserves the right to only accept full payment.
5. **DEFAULT** **Default shall be defined as the failure of Occupant to pay the rent when due, failure to vacate the storage Unit promptly upon expiration of this Rental Agreement, or failure to perform in a timely manner any obligation set forth in this Rental Agreement or under the law.** Occupant hereby grants and Owner has, pursuant to Utah Code Annotated 38-8-2, first lien on all personal property stored on the premises. In the event that Occupant violates or is in default regarding any provision of this agreement, no property may be removed from the premises without permission of Owner, and Owner shall be permitted to exercise lien rights granted by statute, up to and including the public or private sale or other disposition of that property and the release of the storage space. If the Occupant is in default, the Owner shall have and is hereby granted the right to immediately break and remove any lock on the storage unit door, enter the storage unit to inspect and briefly list the contents, then place the Owner's lock on the unit until such contents are disposed of by the Owner pursuant to law. **No payments will be permitted 48 hours before a sale or disposition of property, except in cash and in person.** Any attempt by Occupant to enter the leased unit while it is over-locked by the Owner shall be construed as an act of breaking and entering, and will be reported to the proper police authority.
6. **REQUIRED NOTICES** **Occupant is required to deliver written notice to Owner regarding the following:**
 - a) **LIENS AGAINST STORED PROPERTY** Occupant certifies that there are no lien holders on the property that will be stored in the storage facility, or that they will disclose in writing a list of any lien holders with an interest in the property that is or will be stored in the unit prior to the storage of said property.
 - b) **CHANGES IN CONTACT INFORMATION** Occupant is responsible for maintaining contact and keeping their account current. **Occupant agrees to notify Owner in writing of any change of contact information, including address and phone number by sending a letter to P.O. Box 1331, Vernal, Utah, within 5 days**

of said change. Failure to do so and loss of contact may result in the termination of the lease and disposal of stored items. All notices required by this agreement or state law will be sent to the last known address as provided by the Occupant. If Occupant does not respond, the alternate contact will be notified. However, the emergency contact will not be contacted in matters of default.

7. VALUE LIMIT ON STORED ITEMS Occupant agrees not to store property with a total value in excess of \$2,500.00 without the prior written permission of the Owner. **The premises of Ashley Valley Storage, LLC is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale value or objects which have a special or sentimental value to Occupant. Occupant agrees not to store such types of property in the leased premises. These units are NOT climate controlled. Items are subject to extreme heat and cold and other environmental extremes.** In the event any competent court of law adjudicates the owner liable for any loss, for any reason, Occupant agrees that Owner's liability shall not exceed \$2,500.00. This provision shall not constitute an admission that occupant's property has any value whatsoever. Occupant understands that this limitation is a bargained for condition of this agreement and Owner's consent to enter into this agreement. If the value of stored property was not limited as set forth in this provision, a much higher Rent would have been agreed upon or Owner would not enter into this agreement. Higher value limits are available for additional consideration. If you need to store property with a total value in excess of \$2,500.00 please ask the manager for an INCREASED VALUE LIMIT ADDENDUM.
8. LIABILITY, INSURANCE, INDEMNITY Owner is NOT a warehouseman and shall have no obligation to exercise any care, custody or control over Occupant's property. **All storage of personal property is at Occupant's sole risk.** Owner or its authorized agents will not be liable to Occupant for any damage to or loss of any personal property stored on the premises by any reason, including mold, fire, flood, theft or other loss of goods, rodents, insects, excessive heat or cold, Acts of God, or the actions of other occupants in the vicinity. **OWNER DOES NOT CARRY ANY INSURANCE ON STORED PROPERTY. OCCUPANT MUST CARRY SUFFICIENT INSURANCE ON ANY AND ALL PROPERTY STORED ON THE PREMISES.** Occupant agrees to indemnify and hold harmless Owner, its agents and employees from all claims, damages, demands, actions, costs and charges, including reasonable attorney's fees for injury to, or death of, any person or damage to property occurring during the term of this lease and arising out of Occupants use of these premises or any violation by Occupant of this agreement, or Occupants negligence or any damage or injury caused by Occupant.
9. PROHIBITED USE The unit shall be used for no unlawful purposes. Occupant is prohibited from assigning or subletting the unit. Owner must approve in writing any modifications or alterations to the unit. Occupant agrees that the unit will **not be used for human or animal occupancy.** Occupant agrees that the unit will **not be used to conduct business or commercial sales or purchase transactions** or for any other use other than the storage of personal property or the storage of goods or merchandise related to an off-site business or commercial enterprise. Occupant **shall not store flammable, explosive, or otherwise dangerous, illegal or hazardous substances or items** on the premises that may damage the premises or the personal property of other occupants. Hazardous Substance means any substance defined as a "hazardous substance" under CERCLA, including but not limited to petroleum, petroleum products, natural gas, natural-gas liquids, liquefied natural gas and synthetic gas and any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. **No vehicle shall be stored in the unit until after a Vehicle Storage Addendum and, if necessary, an Increased Value Limit Addendum, have been signed with the Owner.** A vehicle is any Car, Truck, Boat, RV, ATV or anything else which has a Title. Occupant certifies that they have full rights to make arrangements for all property that will be stored in the unit. In such case as this provision is violated, this agreement is immediately terminated and Occupant must vacate the unit and the premises immediately.
10. SIZE, TYPE, CONDITION OF UNIT All advertised sizes are approximate. These units are NOT climate controlled. Occupant has had the opportunity to inspect the unit that has been assigned to them and accepts the unit in its current condition and deems the space suitable for their use. Occupant agrees to return the unit in similar condition upon the termination of the lease.
11. SECURITY Ashley Valley Storage, LLC is a minimal security self-storage facility. Any apparent security systems can not be guaranteed to function at all times, i.e. cameras. Occupant will provide their own lock at their own expense. For the protection of stored items, a lock of substantial security must be used and the unit

kept securely locked when unattended. Any unit found unlocked may be locked by the Owner.

- 12. INSPECTION Owner and its authorized agents are authorized to enter the leased premises at any time to conduct inspections or make repairs. Prior notification will be given to Occupant unless in the case of an emergency, or by the immediate request of authorized governmental authorities, including fire or police officials, in which case Owner is authorized to remove the existing lock and gain access to the unit.
- 13. ACCESS TO UNIT Occupant understands that there may be times when the unit or facility may not be open for access due to weather, security, safety, power outage or other circumstance and agrees that Owner will not be held responsible in any way for any loss or damage resulting from limited or denied access.
- 14. ORAL REPRESENTATION Occupant understands that there were NO oral representations given with respect to this business transaction. This Rental Agreement represents the full and complete understanding between Owner and Occupant.
- 15. ABANDONMENT OF PROPERTY Any property which shall remain in the Occupant's unit after the expiration or termination of this Rental Agreement shall be deemed to have been abandoned and may be retained by the Owner as its own property to be disposed of according to Owner's sole discretion.
- 16. GOVERNING LAW This agreement is governed by Chapter 8 of Title 38 of Utah Code Annotated. If any dispute arises under this Rental Agreement, the parties agree to resolution in good faith by the following processes: first by informal negotiation, second by mediation through a mutually agreed upon mediator and finally in accordance with the laws of the State of Utah. It is agreed by the parties that venue for any alternative dispute resolution proceeding to enforce or interpret this Agreement will be conducted in Vernal, Utah.
- 17. SEVERABILITY If any portion of this Rental Agreement for any reason is declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall continue in full force and effect as if this Rental Agreement had been executed with the invalid portions eliminated. It is further declared the intention of the parties to this agreement that they would have executed the remaining portions of this agreement without including any part, parts or portion which may for any reason be hereafter declared invalid.
- 18. SUBROGATION Occupant expressly agrees that any insurance company providing coverage for any property stored in the unit or on the premises shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to any stored property.
- 19. PERSONAL CONTINUING GUARENTEE In consideration of the renting of a unit and extension of credit by Ashley Valley Storage, LLC, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees to be bound by the self-service storage facility Rental Agreement set forth herein and unconditionally guarantees the performance of the agreement and the prompt payment, when due, of the account and all charges with Ashley Valley Storage, LLC, including credit extended herein or hereafter, and further agrees that if the account is not paid when due to pay all reasonable costs of collection, including reasonable attorney's fees. This guarantee shall cover the renewal of any agreement guaranteed by this instrument or extensions of time of payment thereof and shall not be affected by any surrender or release or sale by Ashley Valley Storage, LLC of any other security held by it for claims hereby guaranteed.
- 20. WARRANTY OF INFORMATION Occupant certifies that all information provided in relation to this lease agreement is true and valid to the best of their knowledge. Any transmission of false information will result in the termination of the lease. If Occupant is a corporation, partnership, trust, estate, L.L.C., or other entity, the person executing this Lease Agreement on its behalf warrants his or her authority to do so and to bind Occupant and Owner.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND HAVE A COPY FOR MY USE, RECORDS AND PROTECTION.

UNIT # _____

Occupant Signature

DATE

Storage Facility Authorized Agent

Date