

Office Use:

Rental Unit No.: _____

Size: _____

Rental Amount: \$ _____



**Acme
Storage
Solutions**

**2112 Panama St
South Salt Lake, UT 84115
801.512.0205
office@acmestoragesolutions.com**

STORAGE UNIT RENTAL AGREEMENT

Lessee: _____ Social Security No: _____

Address : _____

Telephone: _____ Email: _____

Contents: _____

This LEASE AGREEMENT ("Agreement") is made this ____ Day of _____ by and between Acme Storage Solutions, Lessor, and the above identified Lessee.

In Consideration of the promises and covenants set forth herein, and such other good and valuable consideration the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby covenant and agree as follows:

1. Term: Lessor hereby leases to Lessee the Rental Unit identified above, for an initial term lasting until the last day of the calendar month and the term of this lease shall be automatically renewed from month to month upon payment of rent by Lessee and acceptance of rent by Lessor, unless terminated under the provisions of this Agreement. At the expiration of this Lease, Lessee shall yield up the Rental Unit to Lessor in as good order and condition as when the Rental Unit was leased to Lessee, excepting reasonable use, wear and tear, and damage by the elements of nature.

2. Initial Payment: Lessee agrees to make an initial payment consisting of rent for the initial term at the execution of this Agreement in the amount of \$ _____.

3. Rent: For renewals of this Agreement, Lessee agrees to pay in advance, the Rental Payment set forth above on or before the 1st day of the month. Check payments shall be made out to **Acme** all mailed payments shall be mailed to **PO Box 680991, Park City, UT 84068**. In the event the rent is not paid by the 1st of the month, Lessee agrees to pay a ten dollar (\$10.00) late charge. Lessee also agrees to pay a Twenty Five dollar (\$25.00) processing charge for dishonored checks.

4. Rent Increase: Lessor may increase Rent Payments at any time for any reason, with thirty day written notice to Lessee.

5. Lienholder Disclosure: On signing this Agreement and at all times hereafter, Lessee shall disclose to Lessor the identity and address of any lien-holders with an interest in any property stored in the Rental Unit. At this time, Lessee represents:

_____ That there are no liens on any property to be stored in the Rental Unit or

The following property is subject to the following liens:

Initials _____

Property: _____ Lienholder (name and address): _____

Property: _____ Lienholder (name and address): _____

6. Termination: Either party may terminate this Agreement by giving notice ten days prior to the end of the current monthly period. There is no prorating of rent if vacating prior to the end of the monthly period or if the ten day notice puts vacating in a new monthly period.

7. Items Stored: The Rental Unit is to be used only for storage of personal property, household goods, or business inventory owned by the Lessee. Lessee agrees that the premises shall not be used for the operation of any business or for human or animal occupancy. Trash shall not be allowed in or near the Lessee's Rental Unit. The storage of flammable, explosive, hazardous, toxic, or controlled substances, or any other inherently dangerous material is strictly prohibited. Lessee shall not store in the Rental Unit or anywhere on Lessor's property, any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department, or governmental agency or in violation of any other legal requirement, or do any act or cause to be any act which creates or may create a nuisance in or upon or connected with Lessor's property. No alteration, addition or improvement shall be made to the rental Unit or to Lessor's property without the prior written consent of Acme Storage Solutions. Lessee shall place no signs on the Rental Unit or on Lessor's Property. Lessee agrees to abide by all rules and policies that are posted and in effect now or which may be posted and in effect in the future.

8. Inspection: Lessor shall have the right to inspect the Rental Units at any reasonable time to protect Lessor's property, to ascertain Lessee's compliance with the terms of this Lease Agreement, and to make any necessary repairs.

9. Abandonment: If Lessee shall abandon the Rental Unit or be dispossessed by process of law, then Lessor or his agent shall have the right to take immediate possession of and re-enter the Rental Unit. If the Rental Unit has not been occupied for thirty (30) days and Rent has not been paid for thirty (30) days, it shall be deemed abandoned and Lessor shall terminate this lease and re-let the Rental Unit.

10. Sublease Prohibited: Lessee is expressly prohibited from sub-leasing the Rental Unit to, or permitting the use by any other person or business. Lessee shall not carry on any trade or business nor allow anyone to carry on any trade or business in or around the Rental Unit.

11. Lessor Accepts No Liability For Damaged or Stolen Contents: Lessee hereby expressly releases and hold harmless Lessor, its agents, managers and members, from any and all liability or loss or damage to Lessee's property or effects arising out of any failure to keep the Rental Units in repair, or arising out of fire, flooding, water leakage, breaking pipes, wind damage, rodents or pest damage, or theft or any other causes beyond the reasonable control of Lessor. Possessions placed in leased space are done so at Lessee's sole risk and Lessor shall have no liability for any loss or for any damage caused to said possessions whatsoever. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property and for the liability imposed by this paragraph. Lessee further agrees that Lessor shall not be liable for any injury or damage to other persons or property on Lessor's property resulting in any manner from the intentional or negligent acts of Lessee or Lessee's agents, and Lessee agrees to indemnify and hold harmless Lessor against any such injury or damage.

12. Termination: Either party may terminate this Agreement by giving notice ten days prior to the end of the current monthly period. There is no prorating of rent if not vacated by the end of the monthly period.

Initials _____

13. Lien: Pursuant to Utah Code Annotated 38-8-1 et seq., Lessor shall have a lien upon all personal property located in the Rental Unit and on Lessor's property, for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition as provided by law.

14. Default: If the rent is not fully paid when due and for a period of thirty (30) days thereafter, or if Lessee defaults in any of the covenants set forth herein, the lease is terminated and Lessor shall have the following rights in addition to any provided by law:

A. Lessor shall have the right to collect a late charge of \$1 0.00 for each late and/or incomplete Rental Payment and to collect interest at a rate of 18% per annum from the due date of the rent;

B. Lessor shall have the right to overlock the storage unit on which rent has not been paid at least thirty (30) days;

C. If Lessee is in default continuously for a period of thirty (30) days, ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED TO SATISFY THE LESSEE'S DEBT TO LESSOR; and

D. Lessor shall have a right to recover from Lessee the costs of collecting any outstanding debt. If Lessor is required to hire a collection agency or an attorney to recover any sums due under this Agreement, or for the breach of any other covenant or provision of this Agreement, Lessee shall pay to Lessor all costs, expenses, and fees reasonably incurred in recovering such sums by Lessor.

15. Keep Lessor Informed: Lessee shall keep Lessor informed of any change in address, phone number, email address, lien-holders of property stored in the Rental Unit, and of any other circumstance which may affect Lessor's ability to notify Lessee of any rent increase, past due status or other necessary business.

16. Limited Agency: This Lease Agreement may not be modified in any way without the prior, expressed written approval of Lessor. This Lease Agreement constitutes the entire understanding and agreement between the parties and supersedes and preempts all prior agreements, representations, and understandings, written or oral, between the parties relating in any way to the subject matter hereof. All preceding agreements, representations, and understandings relating in any way to the subject matter hereof, whether written or oral, are hereby merged into this Lease Agreement.

17. Representations and Warranties: The respective obligations of the parties and all representations and warranties made by the parties herein, shall be binding upon Lessee, its successors and assigns, to the benefit of Lessor, its successors and assigns. Whenever possible, each provision shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceable, without invalidating the remainder of this Lease Agreement, which shall continue in full force and effect.

18. Counterparts: This Lease Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument, and all signed counterparts shall be deemed to be one original.

Lessee Signature: _____ Date: _____

Initials _____