

# AAA STORAGE, LLC

## Storage Space Lease Agreement

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between AAA STORAGE, LLC, A WV LIMITED LIABILITY COMPANY, hereinafter referred to as LESSOR and \_\_\_\_\_ hereinafter referred to as LESSEE.

**DESCRIPTION OF SPACE:** In consideration of the covenants, conditions and agreements hereinafter contained, the LESSOR does hereby lease unto the LESSEE the following described storage unit situate in the LESSOR'S building located at Village Drive, Fairmont, WV, Building No. \_\_\_\_\_, Space No. \_\_\_\_\_, Size \_\_\_\_\_.

**RENT:** The rent shall be the sum of \$\_\_\_\_\_ per month, payable in advance upon the 1<sup>st</sup> day of each and every calendar month to LESSOR. Rent shall be paid at **One Village Drive, Fairmont, WV 26554**. Rent shall be payable as follows: Rent is due and payable on the 1<sup>st</sup> day of each and every calendar month, in advance and without demand. In the event the rent is not paid within five (5) days after the due date, or in the event of a dishonored bank check from LESSEE to LESSOR, because actual damages for said late payments and dishonored bank checks are extremely difficult to ascertain, LESSEE agrees to pay **\$10.00** as liquidated damages for said late payment and **\$25.00** as liquidated damages for said dishonored bank check as additional rent, same may be taken by LESSOR from the Security Deposit.

**TERM:** The lease shall commence on the date of execution of this agreement and shall automatically be extended on a month to month basis until either party delivers to the other written notice of its intention to terminate this lease thirty (30) days prior to the end of the then current rental month.

**DEPOSIT:** LESSEE shall pay unto the LESSOR, in advance, a damage, cleaning and security deposit of \$\_\_\_\_\_. The deposit, without interest, will be refunded to the LESSEE within two (2) weeks after termination of this lease provided that LESSEE has complied with all of his obligations hereunder, and subject to such deductions as are herein authorized. LESSEE agrees to surrender the premises to the LESSOR at the end of this lease in a clean, reasonable and rentable condition, normal wear and tear excepted, and all costs and expenses incurred by LESSOR in restoring the premises to the same condition as when leased will be paid by LESSEE as a deduction from the deposit. Any unpaid charges, damages, or rent due to LESSOR shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the damage, cleaning and security deposit, LESSEE agrees to pay to LESSOR the amount of such excess.

**ACCESS:** LESSEE shall provide and maintain his/her lock and key. LESSEE shall not use more than one lock to secure the leased space. Any extra lock shall be removed at LESSEE'S expense.

**USE, OCCUPANCY AND COMPLIANCE WITH LAW:** The premises are to be used only for storage of personal property and household goods owned by LESSEE. LESSEE further agrees that the premises will not be used for operation of any business or for human or animal occupancy. Trash or other materials shall not be allowed in or near the leased premises. The storage of welding or flammable, explosive or other inherently dangerous material is prohibited. LESSEE shall not store in the premises any items which shall be in violation of any order or requirement imposed by any board of health, Sanitary Department, Police Department, or other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises.

**CONDITIONS, ALTERATIONS, SIGN AND WASTE:** LESSEE has examined the premises and hereby accepts them as being in good order, condition and repair. LESSEE agrees to immediately notify LESSOR of any defects, dilapidation or dangerous conditions. LESSEE agrees to keep the premises in good order and condition and to pay LESSOR promptly for any repairs of the premises caused by LESSEE'S invitees, licensees, and guests. LESSEE shall make no alterations, improvements or post any signs without the prior written consent of the LESSOR. LESSEE shall not commit nor suffer to be committed, and waste on the space or premises. Should LESSEE damage or depreciate the premises or make alterations or improvement, or do painting or redecorating, without the prior written consent of the LESSOR, then all costs necessary to restore the premises to its prior condition shall be borne by LESSEE.

**INSPECTION:** LESSEE agrees that, upon request, he will open his space to LESSOR or his agents at reasonable time inspect the premises or make repairs.

**TERMINATION:** This lease may be terminated by LESSOR or LESSEE by the giving of written notice from one to the other of his intention to terminate said lease at least thirty (30) days prior to the date of termination. Rent is

payable by LESSEE to LESSOR for said thirty (30) day period, and if LESSEE vacates prior to the end of the said thirty (30) day period, LESSEE must nevertheless pay rent for said thirty (30) days as hereinabove provided. As a condition for such termination, and prior to the return of any deposit, LESSEE shall completely vacate the premises in good and clean condition, reasonable wear and tear expected, and allow LESSOR to inspect the premises to verify the final conditions of the premises.

**ABANDONMENT:** Any property which shall remain on the premises after the expiration or termination of this lease shall be deemed to have been abandoned and either may be retained by LESSOR as its own property or sold as provided for herein. If such property or any part thereof shall be sold, LESSOR may receive and retain the proceeds of such sale and apply the same, as its option, against the expenses incurred by LESSOR or pursuant to law.

**ASSIGNMENT OR SUBLETTING:** LESSEE shall not sublet or assign all or any portion of the premises or LESSEE'S interest therein without the prior written consent of LESSOR.

**ATTORNEY'S FEES:** If legal action shall be brought by LESSOR, for the breach of any covenant or condition contained in the agreement, then LESSEE shall pay to LESSOR all costs, expenses and reasonable attorney's fees incurred by LESSOR in the aforesaid action.

**NON-LIABILITY OF LESSOR AND INSURANCE OBLIGATION OF LESSEE:** LESSOR carries NO INSURANCE by which in any way he covers any loss whatsoever that LESSEE may have or claim by renting the storage space or premises and hence LESSEE must obtain any insurance desired at his expense. LESSOR strongly recommends that LESSEE secure his own insurance to protect himself and his property against all perils.

LESSOR shall not be liable for personal injuries or property damage, or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or any other causes whatsoever, unless the same is due to the negligence of the LESSOR, his agents, servants, or employees. LESSOR shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities, appliances or fixtures provided to the LESSEE under the terms of this lease agreement.

LESSOR shall not be liable to LESSEE or LESSEE'S invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by any act or negligence of any other person on said premises other than the LESSOR and agents, servants and employees of LESSOR. LESSEE hereby agrees to indemnify and hold harmless the LESSOR from and against all claims for attorney's fees arising from LESSEE'S use of the premises, or from activity, work or things done, permitted or suffered by LESSEE in or about the premises.

LESSOR hereby states, and LESSEE hereby acknowledges, that LESSOR does not provide at any time any security personnel to guard or watch the leased premises. Further, LESSOR hereby states, and LESSEE acknowledges that storage facilities all over the United States, as well as in Fairmont, West Virginia, have been the target of various break-ins and thefts for which LESSEE is responsible to take whatever steps LESSEE deems necessary to secure, safeguard, protect and insure what is on or in the space, all of which is done in accordance with the terms and provisions of this Storage Space Lease Agreement.

LESSEE must take whatever steps necessary to safeguard what is on or in the space. LESSEE needs to keep the space locked, he/she must provide his own lock and keys and is fully responsible for who has possession of the keys.

**DEFAULT, LESSOR'S REMEDIES AND LIEN:** If any rent or charge shall be due and unpaid or if LESSEE shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, LESSEE shall be conclusively deemed in default in the performance of this agreement.

That, in addition to such liens and remedies provided by law to secure and collect rent, and cumulative therewith, LESSOR is hereby given a lien upon LESSEE'S property, now or at any time hereafter, stored on said premises to secure the timely performance of this agreement by LESSEE and to secure the payment of all rents, charges and costs incident to LESSEE'S default. In case of default by LESSEE, LESSOR at it's option, may (a) terminate this agreement, or (b) re-enter, seize and take possession of said property for arrears of rent or breach of covenant or by reason of abandonment, without being deemed guilty of any manner of trespassing or conversion, and without prejudice to any remedies of LESSOR, and at LESSEE'S expense have same appraised and moved to another storage facility for further storage at the agreed monthly rental rate. At the time of such re-entry and seizure, the LESSOR shall give notice in writing thereof to LESSEE at the address of LESSEE indicated below or at the address as LESSEE shall hereafter designate in writing to LESSOR. Such notice shall be by regular mail and shall be deemed received by LESSEE when deposited in the United States Mail, postage prepaid, addressed as described above, and at any time after thirty (30) days from the date of giving

such notice, the LESSOR, at its option, May (a) retain the contents as its own property and thereby terminate this agreement, or (b) sell said property at public or private sale for payment of amount due LESSOR and thereby terminate this agreement. The LESSOR is under no obligation to produce any amount of money more than necessary to pay his lien, including accrued and unpaid rent, charges, appraisal, moving, storage, and expense of collection, re-entry and sale. The balance, if any, of such proceeds, shall, on written demand of LESSEE within thirty (30) days, is paid to LESSEE. If not demanded by LESSEE within thirty (30) days from date of sale, such balance shall be forfeited by LESSEE to LESSOR. Notwithstanding anything to the contrary herein, LESSEE expressly grants the right of Disposition, disposal and destruction of any personal property including, but not limited to, all papers, pictures and documents.

Notwithstanding any re-entry, seizure or taking possession under this agreement by LESSOR, the liability of LESSEE for the rents and charges provided for herein shall not be relinquished, diminished or extinguished prior to the termination of this agreement. And it is further understood and agreed that the LESSEE shall be personally liable for, and the personal property located in LESSEE'S space shall be subject to a lien for, all rents and charges to the date of termination of this agreement, damages for breach of this agreement, court costs, attorney's fee, and expenses incurred for the removal and/or disposition of personal property and any costs of repair.

In the event of a sale as provided above, it is further understood that the date of such sale shall constitute the date of termination of this agreement.

**BREACH OF COVENANTS AND CONDITIONS:** A breach of any of the covenants or conditions by the LESSEE shall, at the option of the LESSOR, terminate this lease and the said lease shall become null and void.

**SEVERABILITY CLAUSE:** 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 force and effect 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 portions of this agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

**APPLICATION OF STATE LAW:** This agreement shall be construed under and in accordance with the laws of the State of West Virginia, Article 14, and Self-Service Storage Lien Act.

**EXCLUSION OF ALL WARRANTIES:** The agents and employees of LESSOR are not authorized to make warranties about the space and facilities referred to in this agreement. The entire agreement and understanding of the parties is hereto embodied in this writing and no other warranties are given beyond those set forth in this agreement. The parties hereto agreed that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this transaction and shall not apply to the leased space and facilities referred to herein.

It is further understood and agreed that LESSEE has been given an opportunity to inspect, and has inspected the space leased to LESSEE hereunder, and the LESSEE accepts such leased space and facility as is and with all faults.

**ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**AAA STORAGE, LLC**

**BY** \_\_\_\_\_

**LESSEE** \_\_\_\_\_

**YOU MUST OBTAIN YOUR OWN  
INSURANCE COVERAGE - - -**

**LEASE DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **SS#:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**EMPLOYER:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_ **WORK PHONE:** \_\_\_\_\_

**ALTERNATE PHONE:** \_\_\_\_\_

**RENT: \$** \_\_\_\_\_

**SIZE:** \_\_\_\_\_

**SPACE #:** \_\_\_\_\_

**SECURITY DEPOSIT:** \_\_\_\_\_

**TOTAL: \$** \_\_\_\_\_

**AMT PAID: \$** \_\_\_\_\_

**BALANCE DUE: \$** \_\_\_\_\_

**NEXT DUE DATE:** \_\_\_\_\_

\_\_\_\_\_  
**LESSEE**

**IN CASE OF AN EMERGENCY:**

**NEAREST RELATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

SAMPLE