

PACK-IT STOR-IT PARK-IT MINI STORAGE

1900 US Hwy 50 E • Fernley, NV 89408
775-835-6464 • www.fernleyministorage.com

RENTAL AGREEMENT

DATE _____

OCCUPANT INFORMATION

Name _____

Address _____

City _____ State _____ Zip _____

Home phone _____

Cell phone _____

E-mail _____

Photo ID Type _____

I or my spouse is currently on Active Military Duty.

ALTERNATE CONTACT

This person must have a different address than you and will receive copies of legal notices pertaining to past due rent.

Name _____

Address _____

City _____ State _____ Zip _____

Contact # _____

E-mail _____

WRITTEN & ELECTRONIC COMMUNICATIONS

Legal notices may be personally served by first class mail, verified by the United States Postal Service, addressed to the Occupant at the address provided. Notices may also be delivered electronically to the most current email address on record for the Occupant.

NEVADA LAW REQUIRES STORAGE OCCUPANTS TO DISCLOSE:

Whether any of the following Protected Property is or will be stored in the Rented Storage Space:

Documents, files or electronic data containing financial, medical, legal or passport information about Occupant's customers, clients or patients (**except Occupant's personal records**)

Pharmaceuticals (**except those dispensed by a pharmacy for Occupant's personal use**)

Alcoholic beverages Firearms

None **Initial:** _____

If you are subject to mandatory licensing (i.e., doctor, lawyer, CPA, etc) and you are storing protected items relating to your practice, you must submit in writing to the licensing authority that you are storing protected property at this facility. Provide them with a brief description of the protected property and the address of this facility. You are to provide a copy of this letter to this facility.

Occupant agrees not to store property with a total value in excess of \$5,000 without written permission of the Owner. If such written permission is not obtained, the value of the Occupant's property shall be deemed not to exceed \$5,000. _____ Initial

STORAGE SPACE # _____ RENT \$ _____

ACCESS CODE _____

Owner rents to Occupant the Storage Space indicated pursuant to the terms and conditions of this Rental Agreement.

The above information is complete and accurate.

Occupant signature

1. RENT: THE MINIMUM RENTAL PERIOD IS ONE MONTH. The rent is due on the 1st day of each month and is late on or after the 2nd day. **No monthly rental statement will be provided by the Owner.** It is the Occupant's responsibility to pay the monthly rent and other charges when due. **Occupant notice: occupant's stored personal property will be subject to a claim for a lien and may be sold or disposed of to satisfy that lien if the rent or other charges described in the rental agreement remain unpaid for 14 consecutive days. This lien and its enforcement is authorized by NRS 108.4733 to 108.4783.**

2. MODIFICATIONS TO THE RENTAL AGREEMENT. Owner may increase the monthly rent, or change the conditions of this rental agreement by 30 days written notice to the Occupant.

3. IT IS UNLAWFUL TO UTILIZE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE.

4. EXTENSION OR TERMINATION: This Rental Agreement shall automatically be extended on the 1st day of each month unless the Occupant delivers to the Owner written notice to terminate this agreement at least 10 (ten) days prior to the end of the current month, or the Owner mails written notice to the Occupant's last address of record notice to terminate this agreement at least 10 (ten) days prior to the end of the current month. In the event of termination, and as a condition of such termination, Occupant shall automatically vacate the storage space by no later than the specified date, leaving it in good and clean condition, except for reasonable wear and tear, and allow the Owner to inspect the storage space. The Occupant shall leave with the Owner a forwarding address where the Occupant may be served by verified and/or electronic mail in any action to recover unpaid rent, or for unpaid damages, or by verified mail to receive refunds.

5. SIZE AND CONDITION OF STORAGE SPACE: Occupant understands and agrees that the storage space size is **approximate** and are renting by the storage space, not the square foot. Occupant agrees that the storage space is in good condition and ready for rental upon move in. Occupant also agrees to leave the storage space in good condition, broom clean, with no personal items or trash left in the storage space or on the storage facility upon vacating.

6. LOCKS: It is the occupant's responsibility to keep the storage space locked at all times.

Owner does furnish locks. If an occupied unit is found unlocked, a lock will be placed on the storage space at the Occupant's expense. After notification, keys will be mailed to the Occupant's address of record. If a currently occupied storage space is found unlocked and empty or with trash in it, it shall be assumed to be vacant and will be re-rented. Occupant may only place one lock on the door. Owner shall remove any additional locks.

7. USE OF STORAGE FACILITY AND SPACE AND COMPLIANCE WITH THE LAW: The owner reserves the right to inspect any/all items placed in storage. Occupant shall store only personal property that the Occupant owns and will not store property that is claimed by another or in which another has any right, title or interest. Occupant shall not store any perishable food or grain products. Occupant shall not store any personal property on the premises which would result in the violation of any law or regulation of any governmental authority. **Storage of hazardous materials is prohibited by federal law.** Hazardous materials shall include but not be limited to any hazardous or toxic chemical, gas, liquid substance, materials, elevated temperature materials, undeclared Lithium Batteries, ammunition and gun powders, undeclared and/or loaded firearms or waste that is or becomes regulated under any local, state, or federal law or regulation. **The occupant shall not engage in any illegal activity while on this storage facility.**

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8. OCCUPANT'S ACCESS: At the Owner's discretion, Occupant's access to the Storage Facility and Storage Space may be conditioned in any reasonable manner deemed necessary by the Owner to maintain order and protect the security of the Storage Facility. **Such actions may include, but not be limited to, limiting the hours of access and requiring verification of occupant's identity.**

9. DENIAL OF ACCESS: When rent or other charges remain unpaid for six (6) consecutive days, Owner may deny Occupant access to the storage space until charges are paid in full.

10. OWNER'S ACCESS AND INSPECTION: Owner shall give, whenever reasonable, the Occupant 48 (forty-eight) hours written notice prior to entering the Storage Space. The Owner reserves the right to enter the Storage Space without notice if the Owner believes that a hazardous condition or nuisance has been created or is occurring in the Storage Space, or for emergency repairs to the door, roof, walls, or electrical wiring. **The owner shall have the right to cut/remove the lock for such entry and will replace the lock at no expense, mailing the keys to the occupant's address of record along with an explanation for such entry.**

11. STORAGE SPACE NOT PROTECTED FROM HEAT, COLD, OR CONDENSATION: It is understood that the Storage Space is not heated or air conditioned, and the Owner will not be responsible for any goods that may be damaged by heat, cold, or condensation.

12. SUCCESSORS: This agreement shall be binding upon and insure to the benefit of heirs, executors, administrators, successors, and except as otherwise provided herein, the assigns of the respective parties.

13. RELEASE OF OWNER'S LIABILITY: As a further consideration for the use and occupancy of the storage spaces and storage facility, occupant for himself, his agents, executors, administrators, and assigns, does hereby agree that owner, his agents, employees and assigns, shall not be liable to occupant, his agents, administrators, executors and assigns, guests, licensees or invitees, for any loss or damage, injury or death caused to them or their personal property, as the result of the use and occupancy of the storage space and storage facility. Occupant understands that owner is in the business of renting storage space and is not a bailor or warehouseman in the business of storing goods for hire; therefore, it is agreed that any stored property is placed in the storage space at occupant's sole risk, and owner and owner's agents, employees and assigns, shall have no responsibility for any loss or damage to said property from any cause whatsoever. It is agreed by occupant that this release of owner's liability if a bargained for condition of the rent set forth herein, that owner does not carry insurance to cover losses or damages to occupant's stored property from any cause whatsoever, and that were owner not released from liability as set forth here, a much higher rent would have to be agreed upon. Occupant further acknowledges that insurance is available from independent insurance companies to protect in the event of theft, damage, or destruction of his stored property. **INSURANCE ADVISORY: THE NEVADA LEGISLATURE HAS DECLARED THAT THE OCCUPANT IS ADVISED TO PURCHASE INSURANCE ON OCCUPANT'S PERSONAL PROPERTY STORED IN A STORAGE SPACE AT THIS FACILITY AND THAT SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS.** In the event occupant acquires such insurance, occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of occupant against owner, or owner's agents or employees, for any liability released herein. Occupant acknowledges that owner does not warrant or represent that occupant's stored property will be safely kept, nor that it will be secure against theft, nor that storage facility and storage space are secure against hazards caused by vandalism, water, fire, flood, or the elements of weather or earthquake, rodents and acts of god, and occupant agrees that owner shall not be responsible therefore.

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14. MOTOR VEHICLES, BOATS & PERSONAL WATERCRAFT: All are subject to visual inspection. Owner reserves the right to refuse storage based on this inspection. Unless approved by owner, occupant must provide proof of current liability insurance and current registration. Occupant agrees to the terms and conditions of the **motor vehicle, boat and personal water craft rental addendum.**

15. ENFORCEABILITY: The unenforceability, invalidity, or illegality of any provision of this agreement, shall not render any other provision unenforceable, invalid or illegal.

16. ATTORNEY FEES: If legal action is brought for any breach of this agreement, Occupant shall pay to Owner all costs, expenses and reasonable attorney's fees incurred by the Owner in such action.

17. RULES, REGULATIONS, AND FEE SCHEDULE: Occupant agrees to abide by the conditions of this agreement, and the attached "Rules, Regulations, and Fee Schedule." This agreement, or the attached "Rules, Regulations and Fee Schedule" may be changed at any time with 30 (thirty) days written notice, mailed to the Occupants address of record, or by posting on the Occupant's storage space.

18. ADDENDUMS TO RENTAL AGREEMENT: All addendums to this rental agreement are considered a part of this Rental Agreement.

I have read and understand this Rental Agreement and I AGREE to the terms.

Occupant's Signature

Date

Owner's (Manager's) Signature