

Self Assured Storage

93 Purple Sage Rd
Rock Springs, WY 82901
(800) 437-7146

Rental Agreement

- 1) **Rental** Self Assured RS LLC ("Landlord") to Tenant and Tenant hereby leases from Landlord, space No _____ in Self Assured Storage of Rock Springs Wyoming, (the "rental space") for the rental and on the other terms and conditions set forth hereafter.
- 2) **Term** The term of the lease shall commence on the _____, and shall continue on a month-by-month basis thereafter, subject to termination as hereinafter provided. Either party shall have the right to terminate this rental agreement upon not less than **fifteen (15) days written notice** to the other party, except in the case of default by the Tenant, in which event Landlord shall also have the right of termination set forth in paragraph 6 hereof. Move in dates will be pro-rated, however, move-out dates and rents will be charged to month's end. **Two weeks notice of move out date is required, if two weeks notification is not given and additional months rent is required.**
- 3) **Rent** Rent for the balance of this calendar month is \$ _____ payable immediately. Thereafter, Tenant agrees to pay the Landlord \$ _____ **on or before the first day of each month, in advance,** as rental for the use of the rental space. In addition, Tenant shall pay a non-refundable \$25.00 administration fee. **Rents paid after the fifth (5th) of the month are subject to a Twenty Five Dollar (\$25.00) late charge. Rents paid after the fifteenth (15th) are subject to an additional Twenty Dollar (\$25.00) late fee.** If Rent on unit remains unpaid on the 21st of the month, tenant authorizes Self Assured RS LLC to charge monthly rent and late fees to credit card on record. Returned checks are subject to a Fifty Dollar (\$50.00) returned check fee.
- 4) **Use** The rental space shall be used only for the storage of the property described below. **Tenant shall not keep any environmentally or otherwise dangerous materials, including but not limited to explosives and highly flammable (e.g. paint and organic solvents), toxic, or corrosive materials: and** Tenant shall not use the rental and/or use of the rental space for any purpose which increases insurance premium costs or invalidates any insurance policy carried by Landlord on the property in which the rental space is located, or which violates any law, regulation or ordinance applicable to the rental space. Prior to storage of any internal combustion engine, its fuel tank must be emptied. Tenant shall not use their rental space in any manner that will constitute waste, cause a nuisance, or cause unreasonable annoyance to other Tenants or rental spaces.
- 5) **Insurance-Indemnity** Tenant hereby agrees to indemnify and hold Landlord harmless from any against and all loss, liability or expense, including attorney's fees, which Landlord may suffer or incur as a result of the rental and/or use of the rental space by Tenant or any other person or entity acting for Tenant or with the Tenant's permission. **Tenant shall be solely responsible for obtaining any insurance desired by Tenant on the personal property stored by Tenant in the rental space.** Tenant agrees that Landlord shall not be liable for and hereby releases Landlord from any liability for the damage to or destruction of, or loss due to theft, of any personal property stored by Tenant in the rental space, regardless of the cause thereof, except for damage or destruction proximately caused (more than fifty percent (50%) on a comparative basis) by the gross negligence or willful misconduct of Landlord or Landlord's agents or employees. Tenant understands that the storage unit is located in a high snow area and that water may find its way into the storage unit without the knowledge of Self Assured RS LLC. Tenant understands that tenant is responsible to periodically inspect the interior of the storage unit and to notify Self Assured RS LLC immediately in the event of any leaks or problems with the storage unit.
- 6) **Default** In the event that Tenant fails to pay any rental amount due hereunder within fourteen (14) days of the due date therefore, no notice thereof being required from Landlord, or in the event that Tenant defaults in the performance of any other obligation of Tenant hereunder, which is not remedied within seven (7) days after notice thereof has been given by Landlord, Landlord shall have the right to terminate this agreement and/or to take possession of the rental space and all property located therein. In such event, Tenant agrees that Landlord shall have the right to store the property at Tenant's expense, dispose of property or to sell the property, without the requirement of civil action or judgment, at public or

private sale, and to apply the proceeds of sale first to Landlord's costs and then to all amounts due from Tenant to Landlord.

7) **Notices** Any notice hereunder shall be in writing and shall be deemed to have been given three (3) days after deposit in the United States mail, postage prepaid, and addressed as indicated below or to such other address as either party may designate in writing, such designation to be effective upon actual receipt thereof by the party.

8) **Alterations** Tenant shall not make or allow others to make alterations whatsoever to the rental space without prior written consent of the Landlord in each instance.

9) **Lock** Tenant shall provide, at the Tenant's expense, and shall use a lock for the rental space, which Tenant shall deem secure to protect Tenant's property.

10) **Right of Entry** Tenant shall grant to Landlord, Landlord's agents or representative of any governmental authority, including police and fire officials, access to the rental space upon three (3) days written notice to Tenant. In the event that Tenant fails to grant access to the rental space as required herein, or in the event of an emergency, or in the event that Tenant is in default of the performance of Tenant's obligation hereunder, Landlord, or Landlord's representatives and/or representatives of a governmental authority shall have the right to remove Tenant's lock on the rental space and to enter the rental space for purposes of inspection of the rental space or the contents therein, or making repairs, or taking such further action as required to comply with the applicable law or to enforce Landlord's rights hereunder.

11) **Assignment** Tenant shall not assign Tenant's rights hereunder or sublease the rental space or any portion thereof without prior written consent of Landlord in each instance.

12) **Attorney's Fees** In the event of any default by Tenant hereunder, Tenant shall pay all costs and expenses incurred by Landlord as a result thereof, including reasonable attorney's fees, whether suit is brought or not.

13) **Rules and Regulations** Any rules and regulations adopted by Landlord regarding the use of the rental space, which is either sent to Tenant or posted at the building in which the rental space is located shall become a part of this agreement and Tenant agrees to comply with all such rules and regulations.

14) **Waiver** Any election by Landlord not to insist upon the strict performance by Tenant of Tenant's obligations hereunder shall not be deemed a waiver of Landlord's right to require strict performance of Tenant's obligations in the event of the continuance of such default or in the event of other defaults by Tenant.

15) **Storage Only** Rental space is to be used for storage purposes only. Under no circumstances is sleeping, camping, living or working, in rental spaces allowed. This applies to both enclosed units and surface parking.

16) **Abandoned Rental Space** Any space emptied or not locked for more than 15 consecutive days shall be considered abandoned and may be rented. Tenant agrees to contact manager to notify if long term vacancies may occur but Tenant wishes to continue renting the Rental Space.

17) **Damage Assessment** In the event damage is incurred to the Rental Space as a result of items stored by Tenant, Tenant may be assessed a damage assessment up to \$200.00.

18) **Accidents/Property Damage** Tenant agrees to report any damaged incurred or witnessed at the facility with 2 hours of occurrence. Failure to do so may result in immediate cancellation of rental contract and will be prosecution to the fullest extent of the law.

19) **Gate** Tenant is required to use their individual gate code to enter and exit the facility. Failure to use the individual gate code to enter the facility, by any manner, will constitute trespassing.

20) **Trash Disposal** No trash disposal is available. Tenants caught dumping may be assessed up \$200.00 for clean up.

21) **Pipelines** Tenant acknowledges that various easements with pipelines are on the premises. Tenant agrees to hold

Landlord harmless and indemnify Landlord of all liability associated with the existence of said pipelines.

22) **Pipeline Maintenance** Tenant acknowledges that in the event maintenance or emergency service needs to be conducted on pipelines, items stored on the surface lot may need to be moved. Landlord or Easement holder shall incur all expenses associated with moving items. However, Landlord is not liable for any damage that may incur as a result of the move. Tenant is encouraged to obtain independent insurance.

23) **Parking** No more than 2 vehicles/trailers/RV/boats may be stored in one space at a time and under no circumstances may these two items be stored side by side. Items must be fit end to end and fit within the size of the space. In the event items are not within the boundaries of the rental space, Tenant authorizes Landlord to move items to fit within the space and holds landlord harmless for any damage that may occur as a result of the move. Cones are not to be moved. ALL vehicles must be in running condition with inflated tires and on their own axels. All Smaller items must be stored on a trailer and covered. NO items are allowed to be stored on the ground in the parking areas. All Items are to be locked and secured. Landlord is not responsible for any damage or theft that may occur while items are stored. Tenant is encouraged to obtain independent insurance.

24) **Materials to be stored** (No other materials may be stored without the written permission of the Landlord): _____

25) **Miscellaneous** Time is of the essence of this agreement. This agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall be construed according to the laws of Wyoming.

Make Checks payable to: Self Assured RS, LLC
1993 Dewar Dr. #1, BOX #120
Rock Springs, WY 82901

Tenant Information:

Tenant Name: _____
Social Security Number: _____
Driver's License State: _____
Driver's License Number: _____
Tenant Address: _____

Tenant Telephone Number: _____, _____, _____

Tenant Signature

Date