

SELF STORAGE RENTAL AGREEMENT – EZ IN EZ OUT STORAGE

This Self Storage Rental Agreement (hereinafter "Agreement") is executed effective as of the Effective Date (as defined below) between **EZ IN EZ OUT STORAGE LLC**, a Utah limited liability company (hereinafter "Owner") and "Occupant", described below. In consideration of and subject to the provisions of this Agreement, Occupant hereby agrees to rent from Owner and Owner hereby agrees to let Occupant use and occupy the storage space unit(s) described below (hereinafter collectively the "Space"), which is or are part of a larger self-storage facility (hereinafter "Facility"). Occupant agrees that the size of the Space is approximate and may vary.

OCCUPANT HAS INSPECTED THE SPACE AND THE FACILITY AND ACCEPTS THE SPACE AND FACILITY"AS IS".

1. FUNDAMENTAL LEASE PROVISIONS: OCCUPANT PRIMARY CONTACT INFO:

Name: _____
Address: _____
City, Zip Code: _____
Home Phone: _____
Mobile Phone: _____
Email: _____
D L No. & State: _____
Employer: _____

OCCUPANT ALTERNATE CONTACT INFO:

Name: _____
Address: _____
City, Zip Code: _____
Home Phone: _____
Mobile Phone: _____
Email: _____
D L No. & State: _____
Employer: _____

UNIT NUMBERS AND RENTAL CHARGE INFO:

UNIT(S) RENTED: _____
Monthly Rent: _____
Non-Refundable New Acct. Admin Fee: _____
Security Deposit: _____
Total Initial Deposit: _____

Unit(s) Size: _____

First Late Fee: **5% OF MONTHLY RENT**
Second Late Fee: **10% OF MONTHLY RENT**
Returned Check Fee: **\$25.00**
Foreclosure Notice Fee: **\$100.00**
Key Replacement Fee: **\$50.00**
Lock Replacement Fee: **\$100.00**

Other: _____

OCCUPANT'S MILITARY DISCLOSURE: Please state whether you or your spouse is a member of the "uniformed services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service. ☐ None _____ (Occupant's Initials). ☐ Yes _____ (Occupant's Initials) **If yes, please list Name/Rank, Duty station/phone number, and Military Contact person.**
If no, write N/A. _____

GENERAL DESCRIPTION OF PROPERTY TO BE STORED IN SPACE (example: "general household goods"):

2. TERM: This Agreement is a MONTH-TO-MONTH rental agreement, which shall commence on the Effective Date and shall continue from month to month unless either party gives written notice of termination ("Termination Notice") to the other party at least fifteen (15) days prior to the end of the then current calendar month of tenancy. Upon delivery of the Termination Notice, Owner may consider this Agreement terminated as of the date ("Termination Date") set forth in the Termination Notice and may relet the Space at anytime after the Termination Date provided in the Termination Notice. The provisions of this Agreement shall remain in full force and effect for all renewals hereof. Occupant agrees Owner may contact Occupant or the Alternate Contact designated above about this Agreement or Occupant's account by mail, telephone, facsimile, email or any other method of communication. Owner may provide information regarding Occupant or this Agreement to any governmental authority.

3. RENT; ADDITIONAL RENT/FEES: RENT IS DUE ON THE 1ST DAY OF EACH MONTH - NO BILL WILL BE SENT TO YOU. Make all checks payable to: EZ In EZ Out Storage LLC ("Owner"), and mail or deliver to: **208 North Old Highway 91, Hurricane, UT 84737**. Occupant agrees to pay to Owner the **Monthly Rent** for use of the Space in the amount set forth in Section 1, above, which **Monthly Rent** shall be **DUE AND PAYABLE IN ADVANCE AT THE FACILITY ON THE FIRST DAY OF EACH CALENDAR MONTH** throughout the term of this Agreement. Owner acknowledges

receipt of the total initial payment by Occupant set forth in Section 1, above. If Monthly Rent is not received by the 5th day of the month due, Occupant agrees to pay the First Late Fee (See Section 1, above) as additional rent. If Monthly Rent is not received by the 15th of the month during which it is due Occupant shall also pay the Second Late Fee (See Section 1, above) as additional rent. Any account thirty (30) days or more delinquent will be assessed the Foreclosure Notice Fee (See Section 1, above) as additional rent. Occupant agrees to pay, as additional rent, a Returned Check Fee (See Section 1, above) for each RETURNED CHECK delivered to Owner, or its agent, that is not honored by Occupant's financial institution. Owner may accept or refuse any partial payment or payment by check. Acceptance of a partial payment does not waive any default by Occupant unless Owner expressly agrees in writing. Any partial payment accepted will be applied to Occupant's balance according to Owner's sole discretion. Any additional rent shall be due and payable at the time the additional rent is levied. THERE ARE NO PRORATED RENT REFUNDS IN THE EVENT THE UNIT IS VACATED BEFORE THE LAST DAY OF THE MONTH. If the unit is vacated on or after the first of the month, a full month's rent is due.

4. NOTICE OF LIEN: OCCUPANT AGREES THAT UNDER UTAH CODE 38-8-2 (THE "STATE LAW"), OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE OR LOCATED AT THE FACILITY 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 PURSUANT TO STATE LAW. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS PLACED IN THE SPACE OR BROUGHT TO THE FACILITY. OCCUPANT IS HEREBY NOTIFIED OF THE EXISTENCE OF SAID LIEN AND THAT THE PROPERTY STORED IN THE SPACE OR LOCATED AT THE FACILITY MAY BE SOLD BY OWNER IN ACCORDANCE WITH STATE LAW TO SATISFY SAID LIEN IF OCCUPANT IS IN DEFAULT.

5. STATE LAW TO APPLY: This Agreement shall be governed by the laws of the State of **UTAH**.

6. ENTIRE AGREEMENT: This Agreement, together with the Rules and Regulations attached hereto dated effective 10/25/18 (including any revisions thereto), contains the entire agreement between the parties and supersedes any prior written or oral agreements between the parties respecting the subject matter of this Agreement. Except as provided in paragraph 7, below, no amendment to this Agreement shall be binding unless it is in writing and is signed by Owner and Occupant. Any oral statements of Owner's Agents shall not be binding on Owner or relied upon by Occupant and are not a part of this Agreement. If any part of this Agreement is declared unenforceable, the balance of this Agreement shall remain in full force and affect.

7. RULES AND REGULATIONS: Occupant agrees to comply at all times with the Rules and Regulations attached hereto which are hereby made a part of this Agreement. Owner shall have the right from time to time to impose additional or amended Rules and Regulations for safety, care and cleanliness of the Facility. Upon delivery of a copy thereof to Occupant or posting of the same in a conspicuous place at the Facility, they shall become a part of this Agreement.

8. NOTICES: Except as required by law or as otherwise provided in this Agreement, written notices or demands may be personally served or sent by pre-paid first class United States mail sent to the last known address of the party to be served, as provided by this Agreement. Such notice or demand shall be complete on the date delivered, if personally delivered, or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service.

9. SPECIAL CONDITIONS OR LIEN DISCLOSURES: Occupant agrees to disclose to Owner any lienholders that have an interest in the property that will be stored in the Space. Occupant hereby warrants that there are no special conditions or liens on the property stored in the Space other than those listed hereinbelow or check "None": ☐ None _____ (Occupant's Initials) or ☐ Yes _____ (Occupant's Initials). There are special conditions and/or lienholders on personal property stored in the Space as described below:

Property Securing Lien: _____; Lienholder: _____;

Other Special Conditions: _____

10. PARTIES LIABLE: If Occupant is not an individual, the undersigned warrants he/she is an authorized agent of Occupant and will be jointly and severally liable with Occupant for the payment and/or performance of rent, additional rent and all other obligations of Occupant under this Agreement.

EXECUTED THIS _____ DAY OF _____, 20____, ("Effective Date").

OCCUPANT:

Occupant #1 Signature: _____

Occupant #2 Signature: _____

Occupant #1 Name: _____
(Print Name)

Occupant #2 Name: _____
(Print Name)

OWNER: EZ IN EZ OUT STORAGE, LLC, a Utah limited liability company

Owner Representative Signature: _____

Owner Representative Name: _____
(Print Name)

SELF STORAGE RULES AND REGULATIONS

(Effective Date 10/25/18)

- 1. DEFAULT:** If Occupant shall (i) fail or refuse to perform or observe any of its obligations under this Agreement, (ii) file a voluntary petition in bankruptcy, (iii) suffers a petition in involuntary bankruptcy to be filed against him/her, Occupant shall be deemed in default in the performance of this Agreement except as limited by law. Upon default by Occupant under this Agreement, and without prejudice to any other remedies, Owner may: (a) terminate the Agreement; or (b) seize and sell the Occupant's property as provided in paragraph 8 above. Nothing contained in this Agreement shall be construed as limiting Owner's rights and remedies as provided under applicable law. If Occupant is in continuous default for a period of fourteen (14) days, Owner shall be entitled to enforce Owner's lien by sale of the property of Occupant stored in the Space or located at the Facility in accordance with the requirements of State Law. Owner shall apply the net proceeds from such sale as provided by State Law. If any property remains unsold after Owner has complied with the requirements of State Law, Owner may then otherwise dispose of said property in any manner it considers appropriate, including without limitation destroying said property, without liability to any person therefor. In the event of any sale as provided for in this Agreement, the date of such sale shall constitute the date of termination of this Agreement, but no such sale shall relieve Occupant from obligation for uncollected amounts due under this Agreement. This sale remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Any time prior to the lien sale, Occupant or any person claiming a right to Occupant's property may pay IN CASH ONLY the amount necessary to satisfy Owner's lien and redeem Occupant's property, and Owner shall then have the right to release Occupant's property to the payor. Upon release of Occupant's property to the payor, Owner shall have no further liability to any person for Occupant's property or the release thereof.
- 2. PAST DUE RENT / LOCKOUT:** If the rent is not received by the date it is due hereunder, or if any tendered payment is dishonored, Owner shall have the right, without notice to Occupant, after five (5) days from the date the rent is due, to overlock Occupant's door and to deny Occupant gate access (if a gate entry is applicable), unless otherwise provided by applicable law. The overlocking of a Space and denial of gate access shall serve as notification to Occupant that rent is past due and not paid according to Owner's records. The overlock shall be removed and gate access permitted only during office hours of the Facility and only after Occupant pays the past due rent and cures the default hereunder.
- 3. USE OF SPACE:** Occupant agrees that the Space shall be used only for storage of personal property owned by Occupant. Occupant agrees that neither the Space nor the Facility shall be used by Occupant as or for any of the following: (a) operation of a business; (b) human or animal habitation; (c) storage of any substance or materials classified as hazardous, toxic, controlled or illegal under any applicable law, ordinances or regulations; (d) storage or use of any of flammable, chemical, odorous, explosive, or inherently dangerous substance or materials; or (e) any unlawful purpose or contrary to any applicable law, ordinance or regulation. Use of any electricity at the Facility, other than overhead lighting and temporary use of power inside the Space, is strictly prohibited unless approved by Owner in writing. The Space shall be kept in good condition by Occupant. Occupant represents that, except as set forth in paragraph 9 of the Rental Agreement, none of the property stored in the Space is subject to any lien, other than in favor of Owner. **NOTWITHSTANDING ANYTHING TO THE CONTRARY**, Occupant agrees that Owner's maximum liability to Occupant for any claim or suit by Occupant, including without limitation, any suit alleging wrongful foreclosure or sale of the contents of the Space, is \$ [REDACTED]. Provided, however, this paragraph shall not create any liability on the part of Owner to Occupant for any loss or damage to property, regardless of cause.
- 6. ACCESS:** Occupant shall have access to the Space and the Facility only on such days and during such hours as are posted at the Facility, which are subject to change by Owner from time to time. Access to the Facility may be restricted or prohibited in case of emergency or conditioned in any manner deemed reasonably necessary by Owner in its sole discretion. Occupant shall lock the Space immediately upon execution of this Agreement. Occupant assumes full responsibility for the actions of those persons to whom Occupant grants possession of key(s) to and/or access to the Space. Owner shall have the right to enter the Space for the purpose of inspecting the Space and the contents thereof and making repairs to the Space. If Occupant fails or refuses to grant access, Owner, Owner's Agents and/or the agents of any governmental authority shall have the right to remove Occupant's lock and enter the Space to examine the contents, make repairs or alterations to the Space or the Facility, take reasonable steps to preserve the Space or the Facility, and comply with applicable law or enforce Owner's rights.
- 7. INSURANCE / RELEASE OF LIABILITY:** Owner is not a warehouseman and no bailment is created by this Agreement. All property stored in the Space or at the Facility shall be at Occupant's sole risk and supervision. Owner does not represent or guarantee the safety of the Facility or the property stored therein by Occupant. During the term of this Agreement, Occupant shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all property stored in the Space or at the Facility against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Occupant does not maintain such insurance for the full value of all property stored in the Space or at the Facility, Occupant shall be deemed to have "self-insured" all such property and shall bear all risk of loss or damage. **OCCUPANT'S PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OWNER AGAINST LOSS OR DAMAGE.** Occupant hereby releases Owner and Owner's Agents from any and all claims for damage or loss to property that are caused by or result from perils that are, or would be, covered under the required insurance and hereby waives any and all rights of recovery or subrogation against Owner and Owner's Agents in connection with any damage which is or would be covered by any such insurance.
- 8. TERMINATION AND VACATION:** Upon any termination of this SELF STORAGE RENTAL AGREEMENT, Occupant shall immediately remove all of Occupant's property from the Space, subject to Owner's lien rights as described in paragraph 4 of the SELF STORAGE RENTAL AGREEMENT, and shall deliver possession of the Space to Owner in the same condition as delivered to Occupant at the commencement of this Agreement, reasonable wear and tear excepted. If Occupant fails to remove all of Occupant's property from the Space by the close of business on the last day through which rent has been paid, Owner may, at its sole option, elect to treat the Agreement as having been renewed by Occupant on a month-to-month basis until all of Occupant's property are removed from the Space.
- 9. WAIVER:** No waiver by Owner or Owner's Agents of any breach or default in performance of any provision contained herein shall constitute a waiver of any subsequent breach or default in performance of the same or any other provision hereof.
- 10. CHANGE OF TERMS:** All provisions of this Agreement, including without limitation, monthly rental and other charges and conditions of occupancy, are subject to change by Owner without Occupant's consent upon Owner giving thirty (30) days prior written notice of any such change to Occupant. Occupant may terminate this Agreement as of the effective date of any such change by written notice to Owner given at least fifteen (15) days prior to said effective date. Otherwise, this Agreement shall be deemed amended to include all such changes and all such changes shall become effective and apply to Occupant's occupancy from and after said effective date.
- 11. INDEMNITY AND RELEASE OF LIABILITY:** Occupant hereby agrees to indemnify and hold harmless Owner and Owner's Agents from and against any and all claims, damages, losses, liabilities, penalties, attorneys fees and any other fees, costs or expenses (collectively, "Claims") resulting from or arising out of use of the Space or the Facility by Occupant or any person authorized by Occupant to use the same, including claims for injuries, damages or loss to persons or property occurring in, on or about the Space or the Facility. Neither Owner nor Owner's Agents shall be liable to Occupant for, and Occupant hereby releases Owner and Owner's Agents from, any injuries, loss or damages to property, Occupant or any other person resulting from any cause whatsoever, including without limitation, theft, vandalism, fire, mysterious disappearance, hurricane, rain, tornado, explosion, acts of God, or the active or passive acts, omissions or negligence of Owner or Owner's Agents, except for injuries, damages or loss resulting from Owner's fraud, willful injury or willful violation of law. Occupant agrees that this release of liability is a bargained for condition of the renting of the Space.
- 12. SUBLETTING AND ASSIGNMENT:** Occupant shall not sublet the Space or any portion thereof or assign this Agreement without the prior written consent of Owner. Upon assignment of this Agreement by Owner, Owner shall be released of any further liability hereunder.
- 13. SUCCESSION:** This Agreement shall be binding on the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- 14. ALTERATIONS, WASTE & SIGNS:** Occupant shall not make or suffer to be made any alterations or waste of the Space or Facility nor post any sign without express written consent of Owner.
- 15. PARKING:** Parking shall be permitted only in designated areas. No overnight parking shall be permitted. Loading and unloading of vehicles shall be accomplished as rapidly as possible and shall not block access to other storage spaces. No storage of automobiles, boats, trailers or other property outside of the Space is permitted.
- 16. FEES AND EXPENSES:** Occupant agrees to pay all fees, charges, costs, and expenses, including reasonable attorney's fees, incurred by Owner in connection with collection of rent, additional rent or other sums due hereunder, the enforcement of any rights of Owner under this Agreement or any litigation in connection with this Agreement, except where Occupant prevails in any such litigation, all of which shall be considered additional rent hereunder.
- 17. OTHER CHARGES:** Occupant shall notify Owner in writing of any change of Occupant's address, contact information or lien status of the Occupant's property within ten (10) days of any such change by United States certified mail, return receipt requested or delivered in person to the Facility. Occupant waives any defense based on failure to receive or deliver any notice if Occupant fails to notify Owner of any such change.
- 18. ABANDONMENT:** Absent written notice to Owner to the contrary, if all property is removed from the Space for ten (10) consecutive days and Occupant has either failed to make the monthly rent payment by the due date or has removed the lock from the Space, Occupant shall be deemed to have abandoned the Space. This Agreement shall terminate at the end of said ten (10) day period, and provided Occupant is not in default hereunder, Landlord will refund to Occupant any rent prepaid for any full month commencing after expiration of said ten (10) day period Occupant shall be deemed to have conclusively abandoned all property which remains in the Space or on the Facility after termination of this Agreement, upon default by Occupant under this Agreement for thirty (30) or more days, or when Owner concludes, based upon other reasonable considerations, such as an unlocked Space, that Occupant has abandoned the property. Upon termination of this Agreement, Owner may enter the Space, remove any abandoned property and dispose of it in such manner as Owner sees fit, all without notice or liability to Occupant, and Occupant agrees to reimburse Owner for any reasonable disposal costs.