

FIDDLERS STORAGE

Fiddlers Storage
174 E. Cobble Creek Drive
Cedar City, Utah 84721
(435) 586-9151
fiddlersstorage@yahoo.com
www.fiddlersstorage.com

Please mail payments to:
Fiddlers Storage
415 N. Main, Suite 303
Cedar City, UT 84721

Office Use
Notice: _____
Refund: _____

STORAGE RENTAL AGREEMENT

Fiddlers Storage, ("Owner") and _____ (occupant), enter into this Storage Rental Agreement (the "Agreement") on the _____ day of _____, 20____, with respect to the enclosed unit space designated as _____ (the "Unit").

OCCUPANT AND UNIT INFORMATION

CELLULAR PHONE: _____ ALTERNATIVE PHONE: _____
ADDRESS: _____ S.S.#or DRIVER'S LICENSE: _____
CITY: _____ DRIVER'S LICENSE #: _____ DOB: _____
STATE: _____ ZIP CODE: _____ ACCESS CODE: _____
E-MAIL: _____

RENTAL RATE: The rental rate for this Unit is \$_____ per month, payable on or before the first day of each month in advance at the Owner's address stated above.

TERM: (1) The Term of this rental agreement shall commence on the ____ day of _____, 20____, and end on the last day of _____, 20____; or (2) This rental agreement is renewable on a month-to-month basis by Occupant paying the monthly rent and Owner accepting the rent payment. **I understand that I am agreeing to rent said unit for the full term.**

OCCUPANTS STORE GOODS AT THEIR OWN RISK: I hereby acknowledge that I have received a copy of the completed rental agreement and I hereby understand the lessor/owner is not responsible for loss or damage to property in my storage unit.
INSURANCE IS TENANT'S RESPONSIBILITY. The owner recommends that occupants obtain his/her own insurance. I understand that the owner does not provide insurance coverage on any personal property in my storage unit. Owner agrees to rent the Unit to Occupant. Occupant accepts the Unit in the condition it is in as of the execution of this Agreement. State Unit sizes are approximate.

Occupant certifies that occupant has read this agreement, including the general provisions on the attached page (front and back) which general provisions are incorporated herein and hereby made part of the agreement. Occupant agrees to all terms and conditions of the agreement, and acknowledges receipt of a signed copy.

****It is the tenant's responsibility to inform the owner of any address, phone, or email changes.**

OCCUPANT: _____ OWNER: _____
Date: _____

AUTO-PAY: I hereby authorize Fiddlers Storage to debit/charge the following account in the amount of \$_____ on the first of every month for rental fees. **I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO UPDATE ALL CREDIT CARD INFORMATION WITH THE OWNER AND THAT I AM RESPONSIBLE FOR ANY LATE CHARGES THAT I MAY INCUR IF MY CREDIT CARD IS DECLINED FOR ANY REASON.**

ACH/Bank Name Routing Number Account Number

OR

Type of Credit Card Account # Expiration Security Code

Name on Card Card Zip Code Signature Date

Notice to Vacate

When you are ready to move out:

1. Give the owner 15 days written notice prior to the end of the month upon which you plan to vacate the unit(s) by emailing (fiddlersstorage@yahoo.com) or texting (435) 586-9151 or mailing (415 N. Main Street, Suite 303, Cedar City, UT 84721) this page:

I, _____, am hereby giving notice that I will be vacating my unit
(Name)

(# _____) on or before _____.
(Last day of the month)

(Signature)

2. Once the unit is empty:
 1. Sweep unit clean;
 2. Remove your lock and return keys if applicable
 3. Text/Call 435-586-9151 and notify that you are out of the unit.
3. Call or text us to receive deposit two weeks after move-out. Deposits not claimed after 1 year will be forfeited.

1. **DEPOSIT:** The required \$25.00 refundable deposit covers cleaning. Tenant must give proper move-out notice to the Owner. **It is your responsibility text/call for the deposit. Any deposits not requested within one year will be forfeited.**

Upon moving out, **tenant much (1) broom-sweep unit clean, and (2) call the office and notify the Owner that the occupant has vacated the unit on or before the move out date. TENANT WILL CONTINUE TO INCUR MONTHLY RENT CHARGES UNTIL PROPER NOTIFICATION HAS BEEN GIVEN.**

2. **TRANSFER FEE:** There is a \$15 fee to transfer from one unit to another.

3. In consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Occupant agree as follows:

WARNING: ALL ARTICLES STORED UNDER THE TERMS OF THIS STORAGE RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 DAY PERIOD. (Utah Code. Section Ann. 38-8-1 et.seq.)

4. **OCCUPANCY:** Occupancy shall begin on the date of execution of this Agreement and shall continue on a month-to-month basis. *Except for a possible partial first calendar month, the term shall run from the first day of each calendar month to the last day of that calendar month.* **If the first falls on a holiday or weekend, rent MUST be paid the day before or late fee will be assessed.**

5. **RENT:** Occupant shall pay to Owner the Rent for each month on or before the first of the month and **without demand and without requiring the Owner to provide a statement or invoice.** Payment shall be made in lawful money of the United States, by cash, credit card, check, or money order to Owner at the address shown on this Agreement. Rent for the first month of occupancy shall be paid at the time this Agreement is executed. **Occupant agrees to pay a late charge of \$10.00 for Rent which is not received at the above address before 5:00 P.M. on the first day of the month for which such Rent is due. If rent is not received by 5:00 P.M. on the 10th, the occupant agrees to pay a second late fee of \$20.00. IF RENT IS STILL NOT RECEIVED BY THE 15TH, THE OWNER WILL SEND A TERMINATION LETTER AND AN ADDITIONAL \$50.00 TERMINATION FEE WILL BE CHARGED TO THE TOTAL BALANCE.** If tenant is sent a termination letter, the unit(s) they are occupying will be padlocked. If tenant pays the amount due, Owner will remove the padlock(s) from the unit(s) within three business days after date the amount is paid. **If tenant needs unit the day of payment, tenant agrees to pay a \$25.00 expedited fee.** If any payment made by Occupant is returned uncollected, payments represented shall be deemed delinquent on the date originally due and shall be subject to the Return Check Charge of not less than \$25.00, as well as applicable late charges. Owner may increase the Rent by notifying Occupant in writing at least 30 days prior to the first day of the month for which the increased Rent is due. Occupant shall pay the increased Rent from the date it becomes effective. Owner reserves the right to report rental due deficiencies to Credit Reporting Agencies.

6. **TERMINATION OF OCCUPANCY:** Occupant or Owner may terminate the occupancy created by this Agreement by delivering written notice of intention to terminate to the other party at its last known address. Owner shall provide such notice at least 15 days prior to the end of the month in which occupancy is to be terminated. **Occupant shall provide such notice at least 15 days prior to the end of the month upon which Occupant intends to vacate the Unit(s).** Any property left in the Unit after the date given for termination will be deemed abandoned by Occupant and deposit will be forfeited. After said date, Owner may remove any lock from the Unit and dispose of the contents thereof without notice or liability to Occupant. Owner may also terminate this Agreement by any means provided by law.

7. **LOSS OR DAMAGE TO PERSONAL PROPERTY:** Owner shall have no liability for damage or loss caused by heat, cold, theft, vandalism, fire, water, dust, rain, explosion, rodents, insects, mold, mildew or any other cause whatsoever. **Owner carries no insurance covering a loss to Occupant's possessions.** It shall be the obligation of Occupant to maintain insurance with respect to the property in the Unit. Owner shall not be liable to Occupant or Occupant's invites for personal injuries or damage to personal property caused by an act or negligence of any person on Owner's premises or in the Unit. Owner shall not be deemed to either expressly or impliedly provide any security protection to Occupant's property, and any security devices that are maintained at the site are for Owner's convenience only. Owner may discontinue the use of such devices, in whole or in part, at any time. Occupant agrees to report any suspicious activity to Owner and to law enforcement. Upon entry to premises, Occupant accepts all responsibility for access to premises by any parties "tail-gaiting" on Occupant's entry code, and all resulting damage, break-in, theft or mischief as a result thereof. **Occupant hereby agrees to indemnify and hold Owner harmless for any and all claims for damages to property or personal injury and cots, including attorney's fees, arising from Occupant's use of the Unit of the storage facility. Occupant agrees to be responsible and liable for any damage to Owner's premises, buildings, or other property stored at the storage facility caused by Occupant or resulting form the storage of any items Occupant has in the Unit.**

Owner's and/or representative Initials _____

Occupant's Initials _____ date _____

- 8. OWNER'S LIEN:** All personal property located in the Unit shall be subject to Owner's lien for rent, late charges, collection fees, labor, or other charges and expenses necessary for preservation of the personal property or reasonably incurred in its sale or disposition, as provided by law. Occupant agrees that the maximum liability of Owner for any claim or suit by Occupant arising out of improper foreclosure of Owner's lien shall be \$100.00 for each Unit.
- 9. STORAGE/AGENCY:** Owner is not in the warehouse business, nor in the business of storing goods for hire. Under no circumstances shall Owner be deemed to be a bailee or other custodian of personal property. Should employees of Owner provide services at Occupants request, they shall be deemed to be agents of Occupant.
- 10. ELECTRICITY:** Electricity on the premises is for the sole use of Owner. Electricity use by Occupant is prohibited. It is expressly agreed that Owner is not liable for any injury or property damage resulting from the use of electricity in or about the Unit.
- 11. INSPECTION:** Occupant agrees that Owner or Owner's representative shall have the right without notice to enter into and upon the Unit, or any part thereof, by any means, including, without limitation, the cutting and removal of any lock for the purpose of examining the Unit for lease violations or examining the condition of the Unit, or for making repairs or alterations to the Unit. Owner reserves the right to remove the contents to another unit.'
- 12. RESTRICTION:** Occupant shall comply with all laws, rules and regulations regarding use of the Unit. Occupant shall not place any personal property or material outside the Unit. Any personal property or material found outside the Unit shall conclusively be presumed to be abandoned and may be disposed of by Owner without any liability of owner. Occupant shall provide Occupant's own lock and must keep Occupant's Unit locked except when accessing the Unit. Occupant shall not use the Unit to store welding equipment, chemicals, or inflammable, combustible, explosive, corrosive, perishable, noxious, or dangerous materials. Occupant shall not store in the Unit any materials that give off a repulsive or offensive odor. Occupant shall not use the Unit for manufacturing, or fabricating for producing any items. Occupant shall not use the Unit for residential purposes or to house live animals. Occupant shall not conduct any business or commercial transactions on the premises, unless Owner gives prior written permission. Occupant shall not make any alterations or modifications to the Unit or attach any structures or signs on or about the premise, unless Owner gives prior written permission. No subletting of the Unit or any portion thereof or assignment of the agreement is permitted. Contents of the Unit shall not exceed a value of \$5,000.00 unless Occupant obtains a written waiver from Owner and Occupant provides proof of insurance for Unit contents.
- 13. NOTICE:** Occupant will provide address/telephone/email/employment changes in writing to Owner on or before the change occurs. Occupant's address shall be conclusively presumed to be the address provided by Occupant in this Agreement, unless Occupant provides Owner with a subsequent written notice of a change of address. All notices required or permitted by this Agreement or by law shall be presumed delivered when either delivered in person, deposited with the United States Postal Service properly addressed with postage prepaid, or emailed to the tenant according to the email on file, except as otherwise provided by law.
- 14. DEFAULT AND REMEDIES:** Time is of the essence in the performance of the terms of this Agreement. Failure of Occupant to perform any obligation or duty set forth in this Agreement or under Utah Code Ann. 38-1, in a timely manner shall constitute Default. Upon Default of Occupant, Owner may proceed to do any action permitted by law, including any one of more of the following. (a) Take appropriate action to enforce Owner's lien as provided by law, including the sale or disposition of Occupant's personal property pursuant to Utah code Ann. 38-8-1, et.seq. (b) Deny Occupant access to personal property. (c) Terminate Occupant's right of possession of the Unit by any lawful means. (d) Exercise any other remedy provided by law or equity. (e) Recover from Occupant all damage proximately resulting from Default.
- 15. COSTS AND FEES:** In addition to the amount of Owner's lien, Occupant shall be obligated to Owner for all costs, charges, fees or expenses associated with enforcement of Owner's rights, including without limitation, reasonable attorney fees, costs, service of process fees, advertising expenses, appraisal fees, and any and all other costs as provided by law.
- 16. NO WARRANTIES:** The agents and employees of Owner are not authorized to make warranties about the Unit and storage facility. Oral statements by Owner's agents and employees do not constitute warranties, and shall not be relied upon by Occupant and are not part of this Agreement. The entire agreement and understanding of the parties is embodied in this writing and no other warranties are given beyond those set forth in the Agreement. The parties agree that implied warranties or merchantability and fitness for a particular purpose and all other warranties, express or implied, are excludable from this transaction and shall not apply to the Unit and storage facility, and that Occupant accepts such Unit and facility as is and with all faults.
- 17. MISCELLANEOUS:** (a) If any portion of this Agreement is declared invalid, such decision shall not affect the validity of any remaining portion of this Agreement. All provisions hereof shall apply to and obligate heirs, persona representatives, successors, agents and representatives of parties. (b) The provisions of this Agreement and the rights of the parties shall be construed in accordance with the law of the State of Utah, including but not limited to U.C.A. 38-8-1 et.seq. (c) The failure of Owner, its agents, representatives, or employees to insist on strict performance of any covenant, condition or term contained herein shall constitute a waiver of the right of remedies of Owner regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in Occupant's performance of any covenant, condition or term hereof. (d) The section headings of this Agreement have been included only for the convenience of the parties and are not to be used in ascertaining the parties' intentions. (e) This Agreement is the only agreement of the parties and supersedes any prior written or oral agreement. No amendment or alteration of this Agreement shall be binding unless made in writing and signed by both parties.

Owner's and/or representative Initials _____

Occupant's Initials _____ date _____