

VanVoorhis Storage LLC Rental Agreement

This agreement dated _____, between _____ (hereinafter referred to as "TENANT") and VanVoorhis Storage LLC (hereinafter referred to as "MANAGEMENT").

MANAGEMENT does hereby rent to TENANT storage unit number _____ (_____ ft. x _____ ft.) in a building located at 3 Ackerman Rd., Morgantown, WV 26508 to be used as storage for personal or business property for the monthly rate of _____ payable on the first (1st) day of each month hereinafter. Rental payment is payable in advance.

MANAGEMENT acknowledges receipt of _____ as per your receipt for rent as well as any other applicable fees, taxes and/or merchandise purchases. All payments made to MANAGEMENT pursuant to the agreement shall be applied first to administrative and late charges, then the balance to accrued and unpaid rent, this agreement shall expire on the last day of each month or anniversary date and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGE. Rental payments past 15 days of rent due are subject to a \$20.00 Late Charge. There is a one-time \$10.00 non-refundable administrative fee charged when Tenant signs this lease.

TENANT shall give MANAGEMENT ten (10) days written notice to vacate in order to avoid responsibility for the payment of the next month's rent.

TENANT acknowledges that MANAGEMENT does not carry any insurance which in any way covers any loss whatsoever that TENANT may have or claim by renting the Storage Unit. All property stored in the Storage Unit shall be at TENANT'S sole risk.

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON THE NEXT PAGE AND AGREES TO BE BOUND BY THEM.

Gate Code _____

Executed on _____,

Tenant Name: _____

By (Management Agent): _____

(Tenant Signature)

(Management Signature)

Lease Number: _____

Please Remit To:

VanVoorhis Storage LLC
3 Ackerman Rd.
Morgantown, WV 26508

(Tenant Company Name)

(Tenant Street Address)

(Tenant City, State, Zip)

(Email Address)

(Home Phone)

(Work Phone)

(Mobile Phone)

VanVoorhis Storage LLC, 3 Ackerman Road, Morgantown, WV 26508 (Owner), hereby grants to the User (named on reverse side) the use of the premises described on the reverse side (unit) for the term and on the following conditions as herein stated. The reverse listed information is incorporated herein. For the purposes of this agreement, all real and personal property located at the Owner's address as checked on the reverse side shall be defined as (Premises). Pursuant to West Virginia Code Section 38-1-1 et seq. the Owner has a self-storage lien on all personal property stored within the unit for unpaid rent, labor or other charges or expenses reasonably incurred in its sale or destruction all personal property stored within the unit may be sold to satisfy the self-storage lien or destroyed if the value of property will not reasonably discharge the costs of the sale and storage lien.

1. ACCESS: User may place a lock on the access to the unit. User may have access to the unit during posted hours. Owner will not be responsible for acts of User, or other persons entering premises under User's authorization.
2. FEE: User agrees to pay the fee, for the term stated, at the premises. Each month's fee will be paid in advance or prorated in the case of first month's fee. Cleaning fees will be paid at time of execution of this agreement and will be refunded to User when unit is vacated if unit is returned to Owner empty of all items and broom clean. User will be charged a late fee not to exceed ten dollars (\$20.00) or ten percent (20%) of the monthly rental fee, whichever is greater, for each month the user defaults for a period of fifteen (15) days or more. If Owner should accept a check for fee, then the following shall be deemed a term and condition of this agreement: if the check is returned or refused by any bank for whatsoever reason, the Owner shall have the right to apply, to the fees charged herein, a penalty of \$20.00. Owner reserves the right to demand cash, cashier's check or valid money order in lieu of any check tendered by User.
3. USE AND COMPLIANCE WITH LAW: The unit shall be used for no unlawful purposes and will be kept in good condition. No property shall be stored in the unit unless User legally has the right to have that property in his possession. User may from time to time during the duration of this agreement place in the unit personal or commercial properties, but it is expressly agreed that Owner is under no duty to maintain any records of contents so placed. Owner is not engaged in the business of storing goods for hire nor the warehouses business, but is just an Owner providing a unit for hire. The storage of welding equipment or flammables, explosive, or other inherently dangerous material is prohibited. User shall not store in the unit any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary and Police Departments or other appropriate governmental bodies or do any act or cause to be done any act which creates or may create a nuisance in or upon the premises during the term of this agreements or any renewal or extensions thereof. The User shall not store hazardous waste or contraband in the unit.
4. PROHIBITIONS: User will not: (a) do any painting or decorating in the unit or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the unit or premises without the written consent of owner. (b) Make installations, alterations or additions to the premises. (c) Assign this agreement. (d) Erect signs or other advertising material. (e) Operate any electrical device in the unit without written consent of owner.
5. OWNER'S RIGHT TO ENTER, INSPECT AND REPAIR THE UNIT: User agrees that Owner or Owner's representatives shall have the right without notice to enter into and upon the unit for the purposes of examining the same for lease violation or condition thereof or making repairs or alteration thereto. Owner reserves the right to remove contents to another unit.
6. **NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OR USER: OWNER CARRIES NO INSURANCE IN WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT USER MAY HAVE IN THE UNIT OR PREMISES AND HENCE USER MUST OBTAIN ANY INSURANCE DESIRED AT HIS EXPENSE. OWNER STRONGLY RECOMMENDS THAT USER SECURES HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY AGAINST ALL PERILS. OWNERS SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR AND OTHER CAUSES WHATSOEVER. OWNER SHALL NOT BE LIABLE TO USER OR USER'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY PERSONAL INJURIES OR DAMAGE TO PERSONAL PROPERTY CAUSED BY ANY ACT OF NEGLIGENCE OF ANY OTHER PERSON ON SAID PREMISES. USER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEY'S FEES ARISING FROM USER'S USE OF THE UNIT OR PREMISES. USER MUST TAKE WHATEVER STEPS ARE NECESSARY TO SAGEGUARD WHAT IS ON OR IN THE SPACE.**
7. DEFAULT, OWNER'S REMEDIES AND LIEN: In compliance with West Virginia Code Section 38-14-5, Enforcement of self-storage lien. Time is of the essence in the performance of this agreement and in the payment of each and every lien and charge hereby covenanted to be paid. In any fee or charge shall be due and unpaid, or if User shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, User shall be conclusively deemed in default in the performance of this agreement. In addition to such liens and remedies provided by law to secure and collect fees, and cumulative therewith, Owner is hereby given a lien upon User's Property, now or at any time hereafter, stored in said unit to secure the timely performance of this agreement by User and to secure the payment of all fees, charges and costs incident to User default. In case of default by User, Owner, at its option may (a) terminate this agreement, or (b) re-enter, seize and or take possession of said property for arrears of fees 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 Owner. At the time of such re-entry and seizure the Owner shall give notice in writing thereof to User at the address of User indicated on reverse or at such address as User shall hereafter designate in writing to Owner. Such notice shall be by regular mail and shall be deemed received by User when deposited in the United States mail. Postage prepaid, addressed as described above. At any time after THIRTY (30) days from the date of giving such notice, the Owner may sell said property at public or private sale. In the event proceeds of the sale are greater than necessary to pay his lien, including accrued and unpaid fees, charges, appraisal, moving, storage, and expenses of collection, re-entry and sale, the balance shall be paid to User at the address described above. Notwithstanding anything to the contrary herein, User expressly grants the right of disposition, disposal and destruction of any personal property including, but not limited to, all papers, pictures and documents.
8. HOLDING OVER: In the case of holding over by the User after the expiration of any stated term, without written agreement, such holding over will be construed to be a renewal from month-to-month.
9. Change of terms: All terms of this agreement, changes and conditions of occupancy are SUBJECT TO CHANGE upon THIRTY (30) days prior written notice to User. If changed, the User may terminate this agreement on the effective date of the charge. If User does not elect to terminate this agreement, the change shall become effective and apply to this agreement.
10. ENTIRE AGREEMENT CLAUSE: This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding 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 be in writing and appear under paragraph "Additional Provisions" on the reverse side.

NOTICES: Notices shall be in writing, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed as described on the reverse side or at any new address proved in writing to the Owner subsequent to the execution of this agreement. This agreement is being delivered and is intended to be performed in the State of West Virginia, and shall be construed in accordance with the laws of such state.

SIGN _____

**VanVoorhis Storage LLC
3 Ackerman Rd.
Morgantown, WV 26508
(304) 692-4455**

Unit # _____

Gate Access # _____

Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self storage facility.

1. **Your fee is \$_____ and is due on day ___ of each month or your anniversary date.**
2. **We will not send you a bill.** Please mail your payment or bring it into the office. A payment slot has been provided for your convenience.
3. **Any payments not recieved by the 15th of the month or 15 days after anniversary date will result in a late fee of \$20.00.**
4. **If we have not received your payment by day 10 of the month, your gate access will be denied.** However, we will not charge a late fee and overlock your unit until day 15 of the month. **Overlock and or Cut Off Lcok fee is \$25.00.**
5. If your payment is not received by the 45 days from your due date, we will process your unit for public auction.
6. **A partial payment will not stop fees or official procedures.** Any agreement between tenant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and tenant to be binding.
7. **A \$_____ fee is automatically charged for all returned checks as well as a \$_____ late fee if processed after day ___ of the month.** All future payments must be made by cash or money order.
8. We do not assume liability for the goods you store. Adding stored goods to an existing insurance policy is generally quite inexpensive; we recommend contacting your insurance agency.
9. Do not use the rental unit for anything **but DEAD STORAGE.** Do not store any flammable, explosive or illicit materials. The unit is to be used for storage only.
10. The storage unit must be vacated on or before the last day of the month or anniversary date for which rent has been paid and all terms and conditions of this agreement are met by the tenant.
11. The storage unit must broom clean, emptied, in good condition - subject only to wear and tear - and ready to re-rent.
12. **Tenant's lock must be removed upon termination of occupancy. Failure to remove lock will result in your being charged the next month's rental and late fees.**
13. **We have the right to tow or remove a motor vehicle, trailer, or watercraft from the personal property if you are default for more than 60 days.**
14. **If you are default for more 60 days on your unit we will notify you by email, text, or registered letter with the inforamtion you provide that your unit will go up for aution if not paid up in full.**
15. **We do not prorate when you vacate a unit.** If your unit is not vacant on the day ___ of the month, a full month's rent is due. There are no exceptions!
16. **Only one lock is allowed per door latch.** If more than one lock is found, you may be subject to a \$_____ lock cutting fee for the removal of said lock.
17. **Do not follow someone through the gate without first putting in your access code.** The gate may close on you or you may not be able to exit.
18. **Please keep us updated of any address changes and/or phone number changes.** Until we are notified in writing with your signature, the only valid address and telephone number present is on the lease.
19. Please leave aisles clear and do not block another tenant's door.
20. Delivery drivers are to be met promptly and are not to block the front driveway or gate under any circumstances.
21. We will strictly enforce all policies and conditions in our contract. We do not make exceptions!
22. **For climate controlled units.** Keep doors to the climate controlled buildings locked at all times.
23. **For climate controlled units.** VanVoorhis Storage is not held responsible for items in storage if there is any power outages or power shut offs.
24. **No refunds will be given even if you prepaid in advance. NO EXCEPTIONS.**

Thank you! We appreciate your business and look forward to your having a pleasant stay with us. If we can be of further help, please let us know.

Tenant Signature

Date