

CONTRACT TO LEASE STORAGE SPACE

Matthews & Schilling Commercial, LLC • P.O. Box 82 • Beverly, Ohio 45715 • 740-984-2279

Call 740-984-2279 for rates and availability before completing this form.

ALL FIELDS ARE REQUIRED

NAME _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAIN PHONE _____ OTHER PHONE _____ EMAIL ADDRESS _____

UNIT NO. _____ UNIT SIZE _____ RATE/MONTH _____ DEPOSIT _____

WE DO NOT SEND A BILL EACH MONTH AND IT IS THE TENANTS RESPONSIBILITY TO MAKE PAYMENT ON OR BEFORE THE DUE DATE EACH MONTH.

BEGINNING DATE IS TODAY'S DATE. RENT IS DUE ON THIS DATE EVERY MONTH.

NOTICE: YOUR STORED PROPERTY MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID. TENANT AGREES THAT LANDLORD MAY DENY TENANT ACCESS TO PERSONAL PROPERTY UNTIL ALL SUMS DUE AND OWING UNDER THIS AGREEMENT ARE PAID IN FULL. THIS ACTION IS AUTHORIZED BY THE REVISED CODES OF OHIO, 5322.01 TO 5322.04.

THE TERM OF THIS LEASE SHALL BE MONTH TO MONTH, WITH PAYMENT DUE ON OR BEFORE THE ANNIVERSARY DATE OF EACH MONTH. THE LEASE IS RENEWABLE FOR AS MANY MONTHS AS EITHER TENANT OR LANDLORD SHALL DESIRE. WITH EITHER PARTY FREE TO TERMINATE THE LEASE ON THE LAST DAY BEFORE ANNIVERSARY OF EACH MONTH UPON THREE DAYS PRIOR WRITTEN NOTICE. NO PRORATING OF RENT.

THIS IS NOTICE THAT IF TENANT IS IN DEFAULT OF RENT FOR MORE THAN THREE DAYS PAST DUE DATE, LANDLORD HAS THE ABSOLUTE AND UNRESTRICTED RIGHT TO LOCK SPACE WITH AN ADDITIONAL LOCK PROVIDED BY LANDLORD. REMOVAL OF THIS LOCK BY TENANT CONSTITUTES BREAKING AND ENTERING. AFTER THIRTY (30) DAYS IN DEFAULT LANDLORD HAS THE RIGHT TO REMOVE TENANT'S LOCK AND REMOVE AND SELL ALL TENANT'S PROPERTY FROM THE STORAGE SPACE. LATE RENT IS SUBJECT TO ONE (1) DOLLAR PER DAY, PER RENTED SPACE FROM DUE DATE TO DATE RECEIVED IF PROPERTY IS REMOVED BY LANDLORD FOR DEFAULT IN PAYMENT, AND TAKEN TO WAREHOUSE THE TENANT IS SUBJECT TO TWO (2) DOLLARS PER DAY, PER RENTED SPACE FROM THE DAY PROPERTY IS REMOVED UNTIL THE DATE PAYMENT IS RECEIVED.

IN ADDITION TO LATE FEES SPECIFIED ABOVE THE FOLLOWING ADMINISTRATIVE CHARGES APPLY: INVOICE (OPTIONAL) \$2.00 CERTIFIED LETTER \$15.00 DISHONORED CHECK CHARGE \$20.00 LABOR CHARGE (HOURLY RATE) \$50.00

THE RECEIPT OF A CHECK SHALL NOT BE CONSIDERED PAYMENT OF RENT TO LANDLORD IF CHECK IS DISHONORED OR NOT PAID FOR ANY REASON. TENANT'S PROPERTY MAY BECOME SUBJECT TO LIEN IF RENT REMAINS UNPAID FOR THIRTY (30) DAYS OR MORE (REVISED CODE OF OHIO 5322.01 TO 5322.04) IN ADDITION TENANT AGREES TO REIMBURSE LANDLORD FOR ALL COSTS INCURRED BY LANDLORD IN ENFORCING THE LIEN. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIERS CHECK OR MONEY ORDER. LANDLORD RESERVES ALL RIGHTS TO STOP ACCEPTING TENANT'S CHECKS AND REQUEST PAYMENT BY CERTIFIED CHECK, CASHIERS CHECK, OR MONEY ORDER.

TENANT SHALL PAY IN ADVANCE A DEPOSIT SET FORTH ABOVE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED TO SECURE TENANT'S FAITHFUL PERFORMANCE OF ALL THE TERMS OF THIS AGREEMENT. TENANT AGREES THAT LANDLORD NEED NOT SEGREGATE THIS DEPOSIT FROM OTHER FUNDS, AND THAT NO INTEREST WILL BE DUE FOR THE PERIOD OF TIME DURING WHICH THE DEPOSIT IS HELD. THE DEPOSIT SHALL BE RETURNED TO TENANT AFTER TENANT SURRENDERS THE RENTED SPACE TO LANDLORD, LESS ALL CHARGES FOR CLEANING, REPAIRING, OR OTHERWISE PREPARING THE SPACE FOR RENTAL TO OTHERS AT LANDLORD'S SOLE OPTION. AMOUNTS MAY BE WITHHELD FROM THE DEPOSIT TO COMPENSATE LANDLORD FOR RENT, OR ANY OTHER CHARGES DUE AND UNPAID UNDER THIS AGREEMENT, AT THE TIME TENANT SURRENDERS, ABANDONS, OR OTHERWISE LOSES POSSESSION OF THE STORAGE SPACE BY OPERATION OF LAW.

TENANT ACKNOWLEDGES THAT LANDLORD DOES NOT PROVIDE INSURANCE COVERING TENANT'S STORED PROPERTY. AS A FURTHER CONSIDERATION, FOR THE USE OF THIS SPACE, TENANT AGREES THAT LANDLORD, THEIR AGENTS, EMPLOYEES, AND ASSIGNS SHALL NOT BE LIABLE TO TENANT, THEIR AGENTS, GUESTS, LICENSEES, OR INVITEES FOR ANY LOSS OR DAMAGE, INJURY, OR DEATH CAUSED BY THE USE OF THE SPACE OR STORAGE FACILITY. IT IS FURTHER AGREED THAT ANY STORED PROPERTY IS PLACED IN THIS SPACE AT TENANT'S SOLE RISK. THE LANDLORD, THEIR AGENTS, EMPLOYEES, OR ASSIGNS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER, INCLUDING THE ACTIVE OR PASSIVE ACTS, OMISSIONS, OR NEGLIGENCE OF LANDLORD, THEIR AGENTS, EMPLOYEES, OR ASSIGNS. TENANT ACKNOWLEDGES THAT LANDLORD DOES NOT WARRANT OR REPRESENT THAT STORED PROPERTY WILL BE SAFELY KEPT, NOR THAT IT WILL BE SECURE AGAINST HAZARDS CAUSED BY RODENTS, INSECTS, WATER, FIRE OR THE ELEMENTS OF WEATHER OR EARTHQUAKE. IT IS FURTHER AGREED THAT THE LANDLORD SHALL NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THEFT, LEAKS, MOLD, MILDEW, OR VANDALISM CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OF THIRD PARTIES OF ANOTHER CAUSE WHATSOEVER.

SHOULD TENANT APPOINT ANOTHER PERSON OR ORGANIZATION TO ENTER THE STORAGE SPACE, TENANT SHALL BE RESPONSIBLE FOR THE CONDUCT OF SUCH PERSON OR ORGANIZATION.

TENANT SHALL NOT BUILD ON NOR ATTACH ANYTHING TO THE INSIDE OR OUTSIDE WALLS, CEILING, OR FLOOR OF THE SPACE. UPON TERMINATION OF LEASE, TENANT SHALL REMOVE ALL TENANT'S PROPERTY FROM SPACE AND IMMEDIATELY DELIVER POSSESSION OF SPACE TO LANDLORD IN THE SAME CONDITION AS DELIVERED TO TENANT AT COMMENCEMENT OF LEASE. TENANT AGREES TO LEAVE SPACE BROOM SWEEPED, CLEAN, AND DAMAGE FREE. TENANT AGREES TO REIMBURSE LANDLORD FOR ANY AND ALL COSTS OF EMPTYING OR REPAIRING SPACE.

TENANT SHALL NOT USE PREMISES FOR THE STORAGE OF ILLEGAL SUBSTANCES, FOOD ITEMS, EXPLOSIVES, OR HIGHLY FLAMMABLE MATERIALS. THE SPACE IS NOT FOR OPERATION OF A BUSINESS, MANUFACTURING, PRODUCTION, OR FOR HUMAN OR ANIMAL OCCUPANCY PETS SHALL NOT BE BROUGHT ON THE PREMISES OR SURROUNDING PROPERTY.

TENANT AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE EXCEEDING \$5000.00 WITHOUT PRIOR WRITTEN CONSENT. THIS DOES NOT CONSTITUTE ANY ADMISSION THAT TENANT'S STORED PROPERTY HAS ANY VALUE WHATSOEVER.

TENANT AGREES TO BE SOLELY RESPONSIBLE FOR PROVIDING SUCH LOCKS AS THE TENANT DESIRES FOR SECURING ACCESS TO THE SPACE. LANDLORD IS NOT RESPONSIBLE FOR TAKING ANY MEASURE WHATSOEVER, NOR FOR NOTIFYING TENANT THAT ACCESS TO THE SPACE HAS BECOME INSECURE.

IF ANY PROVISION OF THIS LEASE IS HELD BY A COURT TO BE VOID OR UNENFORCEABLE, THE OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

ANY TERMS OF THIS AGREEMENT MAY BE CHANGED BY LANDLORD BY WRITTEN NOTICE TO TENANT SEVEN (7) DAYS PRIOR TO THE EXPIRATION OF ANY MONTH OF THIS TENANCY.

BY ADDING MY NAME AND TODAY'S DATE BELOW AND MAKING A VALID PAYMENT IN THE ABOVE AMOUNTS FOR THE TOTAL OF MY DEPOSIT PLUS MY FIRST MONTH'S RENT, I AGREE TO THE TERMS OF THIS AGREEMENT.

TENANT _____ DATE _____

ACCEPTED FOR MATTHEWS & SCHILLING COMMERCIAL, LLC: *Ashley M. Henry*

IMPORTANT: To reserve a storage unit, call our office to verify unit availability and cost, print and fill out this form completely, sign and date it, make a copy for your records, and send the original to Matthews & Schilling Commercial, LLC at the above address. Contact our property manager at 740.984.2279 or ashley@kbirealestate.com. THANK YOU!