

# **Storage Rental Agreement**

This storage unit lease agreement has been entered into on							(Agreement Date) by and						
between	the	parties	of	184	South	Main	LLC	D/B/A	Warsaw	U	Store	(Lessor)	and
												(Lessee)	the

parties are in agreement of the following:

The section below details the facility and unit being rented by the Lessee with this storage rental agreement.

## **Rented Unit**

Lessor hereby grants Lessee use of the following storage unit, pursuant to the terms of this storage rental

agreement:	
Facility Name:	184 South Main LLC D/B/A Warsaw U Store
Mailing/Payment Address:	26 Industrial Street
	Warsaw, NY 14569
Unit Number:	
Unit Description:	

## **Terms and Conditions**

## <u>Term</u>

Lessor agrees to lease the storage unit located as 184 South Main Street/461 Commerce Way, Warsaw, NY 14569 on a month to month basis beginning on \_\_\_\_\_\_. This storage rental agreement shall remain in full effect until cancelled by either party.

### <u>Rent</u>

The Lessee shall pay a security deposit/cleaning fee equal to **one month's rent** due upon signing and will pay a monthly fee of \$\_\_\_\_\_\_ dollars monthly for the advance rental of the property due on the 1<sup>st</sup> of every month.

In the event the Lessor does not receive rent for a given month within 10 days of the payment's due date, the Lessee will be charged a late fee of \$25.00. Lessor reserves right to put deadbolt on unit until rent is paid. In the event of a returned check the Lessee shall pay a \$25.00 return check fee.



## <u>Use of Premises</u>

Lessee shall use the storage unit for storage purposes only and will not store live animals or perishable goods inside the premises.

Lessee acknowledges that the unit is not to be used as a dwelling, place of business, or for any purposes other than storage of personal property.

The Lessee may not store anything outside the secure storage facility provided. Illegal activities and items are prohibited on the premises at all times.

The property inside the unit is the sole responsibility of the Lessee. The Lessor does not assume or imply responsibility for the Lessee's property at any time. Upon cancellation of this storage rental agreement, the Lessee shall have 24 hours to remove all property from the unit being rented. Any property remaining in the unit past that time shall become the property of the Lessor.

The Lessor will hold no liability for any damages that may be incurred from the items being stored on the property.

Lessee forfeits the use of storage unit premises after 60 days of non-payment. Lessor reserves the right to remove lock, dispose of contents and rent out storage unit. Lessee hereby waives and releases any claims or actions against Lessor for disposal of personal property resulting from Lessee's non-payment.

#### Maintenance

The Lessee will keep the unit rented in clean and well-kept condition at all times during this storage rental agreement.

Should periodic maintenance or repairs be necessary, the Lessor agrees to notify the Lessee 24 hours prior to making such repairs.

The Lease shall be subject to the jurisdiction of Wyoming County, New York. Furthermore, both parties agree to seek mediation prior to any legal proceedings taking place.

#### Security and Liability

The Lessee understands there will be no provided security for the storage unit and all property stored will be under the sole liability of the Lessee.

The Lessor will not be responsible for any loss, or damages that may be incurred from the storage of property.



The Lessee agrees to be held solely responsible for any damages to the rented storage unit beyond normal wear and tear, as defined by law.

Should damage beyond wear and tear be discovered, the Lessee agrees to pay for such damages prior to retrieving their property from the storage unit.

### Abandonment

This Agreement shall automatically terminate if the Lessee abandons the Space. If the Space is not paid for and is without a lock it will be considered abandoned and revert to the Lessor for re-rental. Abandonment shall allow the Lessor to remove all contents of the Space for disposal. Lessee hereby waives and releases any claims or actions against Lessor for disposal of personal property resulting from Lessee's abandonment.

#### **Termination**

Either party may request the termination of this agreement with 30 days prior written notice. Notification must be in written form and either hand delivered, emailed, or sent via certified mail to the responding party. **If notice is not received within 30 days, Lessee forfeits the cleaning deposit.** 

Final month rent will be for full monthly rent amount regardless of termination date.

#### Amendment

The storage rental agreement may not be amended, redacted, or otherwise altered except through written amendments signed by both parties.

#### Severability

Any article of this storage rental agreement deemed unenforceable, illegal, or unfair by a court of law shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights as they relate to this storage rental agreement.

If any terms or conditions in this storage rental agreement are found to be unenforceable all remaining terms and conditions will remain in full effect.



## **Contact Information**

Should notice or other contact be necessary, the parties to this agreement may be reached as follows:

Lessor

184 South Main LLC D/B/A Warsaw U Store

Attn: Robert Fontaine

26 Industrial Street

Warsaw, NY 14569

Phone: (716) 560-4900

Email: warsawustore@gmail.com

#### Lessee

	Name				
	Address				
	Phone	_			
	Email				
Lessee Signat	ure				
Lessee Name (printed)					
Lessor Signati	ure	_			
	(printed)				
Date					



## **Termination Notice**

Either party may request the termination of this agreement with 30 days prior written notice. Notification must be in written form and either hand delivered or sent via certified mail to the responding party. If notice is not received within 30 days, Lessee forfeits the cleaning deposit.

#### Lessee

	Name	
	Address	
	Phone	
	Email	
Termir	nation Date:	
Unit: _		
Lessee	Signature	
	e Name (printed)	