



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

Term

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.

Rent

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 1st of every month.



Warsaw U Store 184 S Main Street, Warsaw NY 14569 www.warsawustore.com

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.

Use of Premises

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.

Damages

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.

Termination

Ten (10) days written notice given by Lessee to Lessor will terminate Lessee's use of the storage unit and is required to avoid responsibility for the next month's rent. In order to get security deposit/cleaning fee back, Lessee must fill out Termination Notice by the 1st of the prior month provided the unit is left vacant and broom clean. **If notice is not received within 30 days, Lessee forfeits the security deposit/cleaning fee.** Lessor may immediately terminate Lessee's lease if Lessee is in breach of the Agreement. Upon termination of this Agreement, the Lessee shall remove all personal property from the unit (unless such property is subject to the Lessor's lien rights as referenced herein) and shall deliver possession of the unit to the Lessor on the day of termination. If the Lessee fails to fully remove its property from the unit within the time required, Lessor has the right to continue to impose rent to Lessee for any period of time that Lessee's property remains in the unit. Otherwise, Lessor may dispose of any property left on the premises by Lessee. Lessee shall be responsible for paying all costs incurred by Lessor in disposing of such property.

If you have not paid your rent for the month but vacate by the fifth (5th) day after the monthly due date, one month's rent will be due even if you vacate. Prepaid full month's rent shall be returned to Lessee within thirty (30) days of vacating the unit.

Should the Lessee leave the unit unpaid and unattended after the Lessor has sent notice, and the Lessee has not appeared to pay the rent for thirty (30) days, then the unit will be deemed abandoned.



Either party may request the termination of this agreement with 30 days prior written notice. Notification must be in written form and either emailed, hand delivered or sent via certified mail to the responding party. Warsaw U Store rent is due the 1st of every month, therefore the Termination Notice is required by the 1st of the month prior to the Lessee terminating the lease. If notice is not received within 30 days, Lessee forfeits the security deposit/cleaning fee.

Abandonment

This Agreement shall automatically terminate if the Lessee abandons the unit. The Lessee shall be deemed to have abandoned the unit if the Lessee has removed the contents of the unit and/or has removed the Lessee's locking device from the unit and is not current in all obligations hereunder. If the Lessee fails to fully remove its property from the unit, Lessor has the right to continue to impose rent to Lessee for any period of time that Lessee's property remains in the unit. Otherwise, Lessor may dispose of any property left on the premises by Lessee. Lessee shall be responsible for paying all costs incurred by Lessor in disposing of such property.

If the unit is not paid for and is without a lock it will be considered abandoned and will revert to the Lessor for re-rental. **Lessee hereby waives and releases any claims or actions against Lessor for disposal of personal property resulting from Lessee's abandonment.**

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.



Warsaw U Store 184 S Main Street, Warsaw NY 14569 www.warsawustore.com

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 Signature _____

Lessee Name (printed) _____

Date _____

Lessor Signature _____

Lessor Name (printed) _____

Date _____



Termination Notice

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Security Deposit/Cleaning Fee: to get your deposit back, you are required to give 30 days notice by submitting a written Termination Notice to Warsaw U Store. Since we offer a month-to-month rent, this gives us time to fill units and rent them out.

Hypothetical Example: Submitting Termination Form before the Termination Date:

Submit Termination Form By:	Termination End Date:	Pay Rent:	Security Deposit/Cleaning Fee (if unit is broom clean):
May 31	June 30	All of June	Returned in Full
June 1-June 30	June 30	All of June	Forfeited

Lessee

Name _____

Address _____

Phone _____

Email _____

Termination Date: _____

Unit: _____

Lessee Signature _____

Lessee Name (printed) _____

Date _____