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STORAGE RENTAL AGREEMENT

This **Storage Rental Agreement** ("Agreement") is made and entered into as of **[Effective Date]**, by and between:

- **[Storage Facility Owner/Company Name]**, with a principal place of business at **[Owner's Address]**, hereinafter referred to as the **"Owner"** or **"Lessor"**, and
- **[Renter's Full Legal Name]**, residing at **[Renter's Address]**, hereinafter referred to as the **"Renter"** or **"Lessee"**.

The Owner agrees to lease to the Renter a designated **storage unit** located at **[Storage Facility Address]**, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RECITALS

WHEREAS, the Owner operates a storage facility located at **[Storage Facility Address]**, providing storage units for lease to individuals and businesses;

WHEREAS, the Renter desires to lease a storage unit from the Owner for the purpose of storing personal or business property;

WHEREAS, the parties desire to set forth their respective rights, obligations, and terms for the use of the storage unit in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Agreement"

This Storage Rental Agreement, including all **schedules, addenda, exhibits, and amendments** attached or referenced herein.

1.2 "Owner" or "Lessor"

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[Owner's Name], including its **officers, employees, representatives, and authorized agents** responsible for managing the storage facility.

1.3 "Renter" or "Lessee"

[Lessee's Name], including their **heirs, successors, assigns, and authorized representatives** who have entered into this Agreement to rent a storage unit.

1.4 "Storage Facility"

The property located at **[Facility Address]**, owned and operated by the Owner, including all **storage units, access areas, security features, and related premises**.

1.5 "Storage Unit"

The specific storage space rented by the Renter, identified as **Unit Number [#]**, measuring **[Unit Dimensions]**, intended solely for the storage of personal or business property.

1.6 "Rental Term"

The duration of this Agreement, as detailed in **Clause 2 (Rental Term and Renewals)**, specifying the **start date, renewal options, and termination procedures**.

1.7 "Rental Fee"

The periodic fee paid by the Renter for use of the Storage Unit, as outlined in **Clause 3 (Rent, Fees, and Payment Terms)**, including any **security deposit, late fees, or penalties**.

1.8 "Permitted Use"

The storage of **non-hazardous, legal, and non-perishable** items by the Renter, subject to the restrictions and conditions outlined in **Clause 4 (Use of Storage Unit and Prohibited Items)**.

1.9 "Security Deposit"

An upfront deposit paid by the Renter to secure the Storage Unit, refundable subject to compliance with the terms of this Agreement, as specified in **Clause 5 (Security Deposit and Refunds)**.

1.10 "Access Hours"

The designated time periods during which the Renter is permitted to access the Storage Unit, as outlined in **Clause 6 (Access and Security)**.

1.11 "Default and Remedies"

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The conditions under which the Renter may be considered in **default**, and the Owner's rights to enforce remedies, including but not limited to **eviction, liens, and legal action**, as detailed in **Clause 7 (Default, Remedies, and Termination)**.

1.12 "Governing Law"

This Agreement shall be **governed by and construed** in accordance with the laws of the **State of [State]**, and any disputes shall be resolved in the courts of **[County, State]**.

CLAUSE 2 – RENTAL TERM AND RENEWALS

This section outlines the duration of the rental agreement, renewal terms, and the conditions under which either party may terminate the lease.

2.1 Rental Term

(a) The rental period shall begin on **[Start Date]** and shall continue for a term of **[Rental Period, e.g., month-to-month, six months, one year]** (the "Initial Term").
(b) The Renter agrees to pay rent for the full duration of the Initial Term, subject to the payment terms outlined in **Clause 3 (Rent, Fees, and Payment Terms)**.

2.2 Automatic Renewal *(If applicable)*

(a) Upon expiration of the Initial Term, this Agreement ☐ **shall OR** ☐ **shall not** automatically renew for successive **[Renewal Term, e.g., one-month, six-month]** periods unless terminated by either party.
(b) If automatic renewal applies, the Renter must provide **[Number] days' written notice** prior to the expiration date to terminate the Agreement.

2.3 Early Termination by Renter

(a) The Renter may terminate this Agreement before the end of the Initial Term by providing **[Number] days' written notice** to the Owner.
(b) If the Renter terminates early, they may be required to pay:

- ☐ **A termination fee of [$Amount]** OR
- ☐ **Rent owed through the remainder of the Initial Term** OR
- ☐ **Forfeit part or all of the security deposit**.

(c) The Renter must vacate the Storage Unit and return it in its original condition by the termination date.

2.4 Termination by Owner

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The Owner may terminate this Agreement under the following conditions:
(a) If the Renter fails to pay rent for **[Number] days** past the due date.
(b) If the Renter violates any terms of this Agreement, including but not limited to:

- Storing **prohibited items** (see Clause 4).
- Unauthorized access or misuse of the Storage Unit.
- Causing property damage or creating a hazardous condition.
  (c) The Owner shall provide the Renter with **[Number] days' written notice** of termination, unless the violation requires **immediate removal**.

2.5 Vacating the Storage Unit

(a) Upon termination, the Renter shall:

- Remove all stored items from the Storage Unit.
- Clean and return the Storage Unit in **broom-swept condition**.
- Return any issued **keys, access cards, or security codes**.
  (b) If the Renter fails to vacate by the termination date:
- The Owner may **assess holdover rent** of **[$Amount] per day**.
- The Owner may take legal action to **remove stored items** and charge the Renter for disposal fees.

CLAUSE 3 – RENT, FEES, AND PAYMENT TERMS

This section outlines the rental payment obligations, fees, and penalties associated with the use of the storage unit.

3.1 Rental Fee

(a) The Renter agrees to pay a monthly rental fee of **[$Amount]** (the "Rental Fee") for the use of **Storage Unit [Unit Number]**, payable to **[Owner's Name/Company]**.
(b) The first payment is due upon signing this Agreement, and subsequent payments shall be made on or before the **[Due Date, e.g., 1st of each month]**.

3.2 Payment Methods

(a) Payments shall be made via the following accepted methods:

- ☐ **Cash**
- ☐ **Check** (payable to **[Owner's Name/Company]**)
- ☐ **Credit/Debit Card** (Visa, Mastercard, etc.)
- ☐ **Automatic Bank Transfer (ACH)**

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- ☐ **Online Payment Portal** at **[Website or Payment Link]**
  (b) Payments ☐ **must OR** ☐ **do not need** to be set up on automatic billing.

3.3 Late Payments and Fees

(a) If payment is not received by **[Grace Period, e.g., five (5) days]** after the due date, the Renter shall be subject to:

- A **late fee of [$Amount or Percentage]%** for each overdue payment.
- Additional penalties of **[$Amount] per day** for each day the rent remains unpaid.
  (b) If the Renter fails to make payment within **[Number] days**, the Owner may:
- **Deny access** to the Storage Unit until payment is received.
- Issue a **Notice of Default**, leading to possible termination of this Agreement.

3.4 Security Deposit *(If Applicable)*

(a) The Renter shall pay a **refundable security deposit** of **[$Amount]** upon execution of this Agreement.
(b) The security deposit ☐ **may OR** ☐ **may not** be used to cover unpaid rent or damages to the Storage Unit.
(c) The deposit shall be returned to the Renter within **[Number] days** after vacating the Storage Unit, provided there are:

- No unpaid rent, fees, or penalties.
- No damages beyond normal wear and tear.
- No abandoned or improperly disposed items left in the unit.

3.5 Rate Adjustments

(a) The Owner reserves the right to **increase the Rental Fee** upon providing the Renter with **[Number] days' written notice**.
(b) The Renter may terminate this Agreement within **[Number] days** if they do not agree to the rate adjustment, without penalty.

3.6 Non-Payment and Lien Enforcement

(a) If the Renter fails to pay rent for **[Number] days**, the Owner ☐ **may OR** ☐ **may not** enforce a **lien on stored items** as permitted under applicable state laws.
(b) If rent remains unpaid beyond **[Number] days**, the Owner **may initiate a lien sale or auction** to recover unpaid amounts.
(c) The Owner shall provide the Renter with written notice before any action is taken.

CLAUSE 4 – USE OF STORAGE UNIT AND PROHIBITED ITEMS

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This section outlines the permitted use of the storage unit and restrictions on the types of items that may be stored.

4.1 Permitted Use

(a) The Storage Unit may be used **exclusively** for storing personal or business property that is **legal, non-hazardous, and non-perishable**.
(b) The Renter **shall not** use the Storage Unit for:

- **Living, sleeping, or residing in any form**.
- **Operating a business, conducting sales, or running workshops**.
- **Performing repairs, construction, or any labor-intensive activities**.
- **Storing animals, plants, or any living organisms**.

4.2 Prohibited Items

The Renter **shall not** store any of the following:

(a) Hazardous Materials

- Flammable liquids, explosives, or compressed gases
- Corrosive, toxic, or radioactive materials
- Pesticides, herbicides, or chemicals

(b) Perishable or Biological Items

- Food, beverages, or organic waste
- Medical waste or biohazardous materials
- Infested or contaminated items

(c) Weapons and Illegal Goods

- Firearms, ammunition, or explosives
- Stolen property or illegal substances
- Counterfeit goods or contraband

(d) Vehicles and Machinery *(Unless Authorized by Owner)*

- Motor vehicles or motorcycles (unless stored with written permission)
- Gas-powered tools or equipment with fuel inside
- Boats, trailers, or RVs unless explicitly permitted

(e) Any Item That Poses a Risk to Safety or the Facility

- Items emitting strong odors or leaking substances
- Items that may cause mold, mildew, or pest infestations

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4.3 Right to Inspect and Remove Prohibited Items

(a) The Owner ☐ **shall OR** ☐ **shall not** have the right to inspect the Storage Unit **with prior notice** if prohibited items are suspected.
(b) If any prohibited items are discovered:

- The Renter shall **immediately remove** them upon notification.
- If the Renter fails to comply, the Owner may **remove and dispose of** such items at the Renter's expense.

4.4 Consequences of Storing Prohibited Items

(a) If the Renter violates this clause, the Owner may:

- **Immediately terminate** the Agreement.
- **Deny access** to the Storage Unit.
- **Charge cleanup or disposal fees** for hazardous or illegal items.
- **Report the incident to law enforcement** if necessary.

CLAUSE 5 – SECURITY DEPOSIT AND REFUNDS

This section outlines the handling, deductions, and return policies related to the security deposit.

5.1 Security Deposit Amount

(a) The Renter shall pay a **refundable security deposit** of **[$Amount]** upon execution of this Agreement.
(b) The security deposit is intended to cover:

- Unpaid rent, fees, or penalties.
- Damages to the Storage Unit beyond normal wear and tear.
- Cleaning or disposal costs for abandoned items.

5.2 Conditions for Refund

The security deposit shall be refunded to the Renter within **[Number] days** after vacating the Storage Unit, provided that:
(a) All rent, fees, and outstanding balances have been paid in full.
(b) The Storage Unit is returned in its original condition, free from damages.
(c) No prohibited or abandoned items remain inside the unit.
(d) All access cards, keys, or locks issued by the Owner are returned.

5.3 Deductions from Security Deposit

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(a) The Owner **may deduct** reasonable costs from the security deposit for:

- Repairs due to damage caused by the Renter.
- Cleaning or disposal of items left behind.
- Replacing lost keys, locks, or access cards.
- Any unpaid fees, including late payments or penalties.
  (b) If deductions are made, the Owner shall provide the Renter with an **itemized statement** of deductions within **[Number] days** of move-out.

5.4 Forfeiture of Deposit

The security deposit **may be forfeited** if the Renter:
(a) Fails to vacate the unit after termination or non-renewal.
(b) Leaves hazardous or illegal items inside the Storage Unit.
(c) Causes significant damage requiring major repairs.

5.5 No Interest on Deposit

The security deposit ☐ **shall OR** ☐ **shall not** accrue interest while held by the Owner.

CLAUSE 6 – ACCESS AND SECURITY

This section outlines the Renter's access rights, facility security measures, and responsibilities regarding the use of the Storage Unit.

6.1 Access Hours

(a) The Renter shall have access to the Storage Unit ☐ **24/7 OR** ☐ **only during facility hours** as follows:

- **Monday – Friday:** [Opening Time] to [Closing Time]
- **Saturday – Sunday:** [Opening Time] to [Closing Time]
  (b) The Owner **reserves the right** to adjust facility hours with **[Number] days' notice** to the Renter.

6.2 Facility Access and Entry

(a) The Renter will be issued ☐ **a key OR** ☐ **an access code OR** ☐ **an entry card** to access the facility.
(b) The Renter **shall not** provide their key, code, or access card to unauthorized persons.
(c) The Owner ☐ **may OR** ☐ **may not** monitor and record entry and exit for security purposes.

6.3 Security Measures

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(a) The facility is equipped with ☐ **security cameras OR** ☐ **gated access OR** ☐ **on-site personnel** for protection.
(b) The Owner **does not guarantee** the absolute security of stored items and is **not liable** for theft, vandalism, or natural disasters.
(c) The Renter **is responsible** for securing the Storage Unit with a ☐ **personal lock OR** ☐ **facility-provided lock**.

6.4 Loss or Theft of Access Credentials

(a) If the Renter loses their **key, access card, or code**, they must notify the Owner immediately.
(b) A **replacement fee of [$Amount]** may be charged for issuing a new access credential.

6.5 Right to Restrict Access

(a) The Owner may restrict the Renter's access to the Storage Unit under the following conditions:

- **Unpaid rent exceeding [Number] days** past due.
- **Suspicion of illegal activities** or **storage of prohibited items**.
- **Emergency situations** requiring temporary closure of the facility.

CLAUSE 7 – DEFAULT, REMEDIES, AND TERMINATION

This section outlines the conditions under which the Renter may be in **default**, as well as the Owner's remedies and termination rights.

7.1 Default by Renter

The Renter shall be considered in **default** if they:
(a) Fail to pay rent or other fees **[Number] days** past the due date.
(b) Violate any provisions of this Agreement, including:

- **Storing prohibited items** (see Clause 4).
- **Unauthorized access or sharing access credentials**.
- **Damage to the Storage Unit or facility property**.
- **Failure to vacate after termination**.
  (c) Use the Storage Unit for **illegal, hazardous, or unauthorized purposes**.

7.2 Remedies for Default

(a) If the Renter is in default, the Owner may take any or all of the following actions:

- **Deny access** to the Storage Unit until outstanding amounts are paid.

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- **Issue a Notice of Default**, giving the Renter **[Number] days** to correct the violation.
- **Assess late fees, penalties, or legal costs** related to enforcement.
- **Enforce a lien on stored items** (see Clause 7.3).
- **Terminate the Agreement** and proceed with eviction or legal remedies.

7.3 Lien and Sale of Stored Items *(If Permitted by Law)*

(a) If rent remains unpaid for **[Number] days**, the Owner may enforce a **storage lien** on the Renter's stored property.
(b) The Owner **shall provide written notice** before initiating a lien sale or auction.
(c) If the Renter does not satisfy the outstanding balance within **[Number] days** after notice, the Owner **may sell or dispose of the stored items** in accordance with applicable laws.

7.4 Termination by Owner

(a) The Owner may terminate this Agreement under the following conditions:

- If the Renter **remains in default beyond the cure period**.
- If the Storage Unit is used for **illegal or prohibited purposes**.
- If the facility must be closed or repurposed (with **[Number] days' notice**).
  (b) Upon termination, the Renter must vacate the Storage Unit within **[Number] days**.

7.5 Termination by Renter

(a) The Renter may terminate this Agreement by providing **[Number] days' written notice** before the end of the rental period.
(b) The Renter must:

- Remove all stored property.
- Return the unit in clean condition.
- Settle any outstanding rent, fees, or damages.

CLAUSE 8 – LIABILITY AND INDEMNIFICATION

This section outlines the risk allocation, liability waivers, and responsibilities of both parties regarding damages and losses.

8.1 Limitation of Liability

(a) The Owner **shall not be liable** for any **loss, theft, or damage** to the Renter's stored property, including but not limited to losses caused by:

- Fire, flood, water damage, mold, or natural disasters.

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- Theft, vandalism, or break-ins.
- Rodents, insects, or other pests.
- Mechanical failures or power outages.
- Any other causes beyond the Owner's reasonable control.

(b) The Renter **assumes all risk** for items stored in the Storage Unit and agrees that **storage is at their own risk**.

8.2 Renter's Insurance Requirement *(If Applicable)*

(a) The Renter ☐ **is OR** ☐ **is not** required to maintain **renter's insurance** for stored items.
(b) If required, the Renter shall provide proof of insurance to the Owner within **[Number] days** of signing this Agreement.
(c) The Owner ☐ **may OR** ☐ **may not** offer an optional insurance program for additional coverage.

8.3 Indemnification by Renter

(a) The Renter agrees to **indemnify, defend, and hold harmless** the Owner from any claims, liabilities, damages, or legal actions arising from:

- The Renter's use of the Storage Unit.
- Personal injury or property damage caused by the Renter's stored items.
- Violation of any laws or regulations related to storage.
  (b) This indemnification shall **survive termination** of the Agreement.

8.4 Facility Maintenance and Repairs

(a) The Owner shall maintain the **common areas and security features** of the facility.
(b) The Owner **is not responsible** for repairing any damage caused by the Renter.
(c) The Renter **is responsible** for reporting facility issues or damages immediately.

CLAUSE 9 – DISPUTE RESOLUTION AND GOVERNING LAW

This section outlines the procedures for resolving disputes between the Owner and the Renter, as well as the applicable governing law for this Agreement.

9.1 Good Faith Negotiation

(a) In the event of any dispute, controversy, or claim arising from or related to this Agreement, both parties agree to first engage in **good faith negotiations** to resolve the matter amicably.
(b) Either party may submit a written notice detailing the dispute, after which both parties shall have **[Number] days** to attempt resolution before taking further action.

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9.2 Mediation and Arbitration *(If Applicable)*

(a) If negotiation fails, the parties agree to submit the dispute to **mediation** before filing a lawsuit.
(b) Mediation shall take place in **[City, State]** and be conducted by a neutral mediator mutually agreed upon by both parties.
(c) If mediation does not resolve the dispute, the matter shall be submitted to **binding arbitration**, unless prohibited by law.
(d) The arbitration shall be governed by the rules of **[Arbitration Association Name]**, and the arbitrator's decision shall be **final and binding**.
(e) Each party shall bear its own arbitration or mediation costs unless otherwise determined by the mediator/arbitrator.

9.3 Legal Proceedings

(a) If mediation or arbitration is **not required or does not apply**, either party may file a lawsuit in the appropriate court located in **[City, State]**.
(b) The prevailing party in any legal proceeding shall be entitled to recover **reasonable attorneys' fees and court costs** from the non-prevailing party.

9.4 Governing Law

(a) This Agreement shall be governed by and construed in accordance with the **laws of the State of [State]**, without regard to conflict of law principles.
(b) Any legal actions, claims, or disputes arising under this Agreement shall be brought in the courts located in **[County, State]**, unless otherwise required by applicable laws.

9.5 Waiver of Jury Trial (If Permissible)

To the extent permitted by law, both parties **waive their right to a jury trial** in any dispute arising under this Agreement.

CLAUSE 10 – MISCELLANEOUS PROVISIONS AND FINAL TERMS

This section includes general provisions governing this **Storage Rental Agreement**, including legal compliance, amendments, and contract enforcement.

10.1 Entire Agreement

(a) This Agreement, including all **schedules, addenda, exhibits, and amendments**, constitutes the **entire agreement** between the Owner and the Renter concerning the rental of the Storage Unit.

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(b) It supersedes all prior oral or written agreements, negotiations, and understandings between the parties.

10.2 Amendments and Modifications

(a) No amendment, modification, or waiver of any provision of this Agreement shall be valid unless **made in writing and signed** by both the Owner and the Renter.
(b) Any verbal agreements or informal understandings **shall have no legal effect** unless documented in a signed addendum.

10.3 Severability

(a) If any provision of this Agreement is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect.
(b) The parties agree to replace any unenforceable provision with a valid provision that most closely reflects the original intent.

10.4 Notices

(a) Any **notices** required under this Agreement shall be in writing and delivered by:

- **Personal delivery**
- **Certified mail (return receipt requested)**
- **Email (if both parties have agreed in writing to receive notices electronically)**
  (b) Notices shall be deemed **effective upon receipt** or, if sent by certified mail, **three (3) business days after mailing**.
  (c) The addresses for notice purposes are as follows:

OWNER:
[Owner's Name]
[Owner's Address]
[Owner's Phone Number]
[Owner's Email (if applicable)]

RENTER:
[Renter's Name]
[Renter's Address]
[Renter's Phone Number]
[Renter's Email (if applicable)]

10.5 Assignment and Binding Effect

(a) The Renter ☐ **may OR** ☐ **may not** assign or sublet the Storage Unit to another party without the prior written consent of the Owner.
(b) This Agreement shall be **binding upon and inure to the benefit** of the Owner, the Renter, and their respective **heirs, successors, and assigns**.

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10.6 Force Majeure

Neither party shall be liable for **delays or failures in performance** caused by **unforeseen events** beyond their control, including but not limited to:

- Natural disasters, extreme weather, or earthquakes
- Governmental actions or new regulations
- Acts of war, terrorism, or pandemics
- Labor strikes or material shortages

10.7 Waiver of Rights

(a) The failure of either party to enforce any provision of this Agreement shall **not** be considered a waiver of future rights.
(b) Any waiver must be in writing and signed by the waiving party.

10.8 Counterparts and Electronic Signatures

(a) This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original but together shall constitute one agreement.
(b) Electronic or digital signatures shall be **legally binding** and have the same effect as handwritten signatures.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this **Storage Rental Agreement** as of the date first written above.

OWNER:

[Owner's Name]
Signature: _____
Date: _____

RENTER:

[Renter's Name]
Signature: _____
Date: _____

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