



# HOME SAFE MINI STORAGE

## RENTAL AGREEMENT

805 HUMBOLDT STREET FALON NV 89406

Mailing Address: 1344 Disc Dr. PO Box 130 Sparks, NV 89436

<b><u>Customer Information</u></b>		<b><u>Rental Space Information</u></b>	
Name: _____		Rental Agreement Date: _____	
Address: _____		Space Number: _____	
City, State, ZIP: _____		Approximate Size: _____	
Cell Phone: _____		Monthly Rental Charge: _____	
Alternate Phone: _____		Monthly Due Date: _____	
Identification #: _____		Monthly Billing Date: _____	
DOB: _____		<b><u>Alternate Contact</u></b>	
E-mail: _____		Name: _____	
		Address: _____	
		City, State, ZIP: _____	
		Cell Phone: _____	
		Authorized for access? _____	
		<i>If alternate information is refused, customer must sign here:</i> _____	
		X _____	

THIS RENTAL AGREEMENT ("Agreement") is executed on the date stated above by and between Home Safe Mini Storage LLC ("Landlord") and the individual listed above ("Customer") for the purpose of renting the unit listed above (the "Space") which is part of a larger facility (the "Facility"). **CUSTOMER HAS EXAMINED THE SPACE AND FACILITY AND ACCEPTS THEM "AS IS."** Customer acknowledges and agrees the measurements noted for the unit located thereon are an approximation only, that Space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Facility and any referenced sizes are approximate, given for illustration only and may vary materially. Landlord does not represent or guarantee the safety of the unit or the personal property stored by Customer. **THE RULES AND REGULATIONS POSTED AT THE FACILITY, IF ANY, ARE BY REFERENCE MADE PART OF THIS AGREEMENT**, which rules and regulations may be modified by Landlord to assist with the operation, safety, and cleanliness of the Facility. The Facility is operated in accordance with state and local laws governing self-storage facilities in the state where the Facility is located, which are herein incorporated by reference.

**Is Customer a service member in the military? If yes, please fill out the following:**

### POWER OF ATTORNEY DURING DEPLOYMENT

Name of Family Contact or Power of Attorney: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



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Unless pre-paid, rent is due on the above specified day each month with a 5-day grace period. Rent will be paid by debit/credit card via our website ([homesafeministorage.com](http://homesafeministorage.com)) or check/money order mailed to Home Safe Mini Storage, 1344 Disc Drive PO Box 130 Sparks, NV 89436.

### Terms and Conditions

In consideration of the rent to be paid and full and complete compliance by Customer with the terms and Conditions set forth hereinafter, Customer hereby rents from Landlord the space described above on the terms and conditions set forth below:

1. The term of this Agreement begins on the Rental Agreement Date listed above and shall continue on a MONTH-TO-MONTH basis until terminated, both Customer and Landlord may terminate the tenancy at any time on a 15-day notice. Minimum rental period is 30 days at a time. Tenancy terminated by the Landlord will be refunded any prepaid funds at a prorated rate. Tenancy terminated by the Customer will result in a forfeit of refund of any prepaid funds.
2. The first Monthly Rental Charge shall be paid on the Rental Agreement Date listed above. Thereafter, the Monthly Rental Charge shall be due on the same day every month (the "Monthly Due Date"). The period between consecutive Monthly Due Dates is referred to as the "Rental Month." The last day of the Rental Month for which all Monthly Rental Charges have been paid is the "Paid Through Date." Customer shall pay Landlord the Monthly Rental Charge via the on-line payment portal or mailing address above without prior notice or billing from Operator. **NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO CUSTOMER.**
3. **A service charge of \$25.00 will be added to all returned or dishonored checks.**

**A late fee of \$10.00 will be charged automatically for payments received more than 5 days after the set due date for each month the customer fails to pay the monthly rental charge.** It is agreed to and understood that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Customer's property. The tender of partial payments, if accepted, shall not serve to waive or avoid the legal effect of prior notices given to Customer. Only full payment on Customer's account prior to the published auction date will stop a scheduled sale of the property.

4. Credit/debit card is Landlord's preferred method of receiving payment. If credit card information is provided by Customer to landlord, Customer authorizes landlord to charge Customer's credit card on or near the Monthly Due Date for Monthly Rental Charges and any late fees as applicable unless otherwise directed by Customer in writing. It shall be Customer's sole responsibility to provide landlord with accurate, current and working credit card information. The failure to provide such may result in non-payment of Monthly Rental Charges and other accrued charges, allowing landlord to sell Customer's personal property pursuant to Section 5 below. It shall be Customer's sole responsibility to verify that payments are made and by what method payments are made. Customer may manage payment options by contacting landlord at 775-225-0251 or



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accessing the payment portal at [homesafeministorage.com](http://homesafeministorage.com) to set up the automatic payment option.

**Customer Initials** \_\_\_\_\_

**5. CUSTOMER ACKNOWLEDGES AND AGREES THAT, AS PER NEVADA REVISED STATUTES 108.473 ET SEQ., CUSTOMER'S PERSONAL PROPERTY STORED AT THE FACILITY WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF LANDLORD FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF CUSTOMER'S STORED PERSONAL PROPERTY. OPERATOR MAY SELL CUSTOMER'S PERSONAL PROPERTY IN A COMMERCIALLY REASONABLE MANNER AFTER GIVING CUSTOMER REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. CUSTOMER AGREES THAT ANY SPACE ADVERTISED AND SOLD USING AN ONLINE AUCTION PROVIDER IS DEEMED TO BE SOLD IN A COMMERCIALLY REASONABLE MANNER.**

Landlord may enforce Landlord's Lien by selling Customer's stored personal property at public sale, in accordance with the provisions of applicable law, and apply the net proceeds from such sale to the payment of all sums due to Landlord. This remedy is cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. It is further understood that the date of sale of Customer's property pursuant to this section, if applicable, shall constitute the date of termination of this Agreement. In the event of a foreclosure of Customer's interest in the Space, it is understood and agreed that the liability of Customer for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. Landlord may use a collection agency to secure any remaining balance owed by Customer after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, Landlord may dispose of said property in any manner considered appropriate by Landlord in its sole discretion.

Is Customer storing any of the following items: Documents, film or electronic data that contains personal information, such as social security numbers, credit or debit card information, bank account information, passport information and medical or legal records relating to clients, customers, patients or others in connection with Customer's business; pharmaceuticals other than those dispensed by a licensed pharmacy for Customer's personal use; or firearms; or alcohol

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please describe:

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6. If Customer shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, or in the event Customer files a voluntary petition in Bankruptcy or suffers a petition in involuntary bankruptcy to



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be filed against him/her, Customer shall be deemed in default in the performance of this Agreement, except as limited by law. Nothing contained in this Agreement shall be construed as limiting Landlord's rights and remedies as provided under the laws of the state where the Facility is located. In the event of a default, and without prejudice to any other remedies, Landlord may (a) terminate this Agreement, or (b) seize and sell the personal property pursuant to Section 5 above.

7. Space is rented for storage purposes only. The unit will not be used for human or animal occupancy. **IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE.** Any activity such as automobile or truck repairing, painting or carrying on a business is prohibited on the premises and are grounds for eviction.

8. No modifications without prior Landlord's written consent shall be made to any area of the Facility. No signs may be posted by the Customer. Nothing is to be nailed or fastened to walls.

**9. No material shall be stored which shall be a hazard to the building or other Customers. The storage of combustible materials, explosives and other materials which would endanger the building and other property is prohibited. The storage space is not to be heated or cooled. It is prohibited to run power to any area of the premises.**

10. Customer shall safeguard any property stored at the Facility. It is Customer's sole responsibility as to those persons who are given access to Customer's Space and Landlord shall not be liable for any of the Customer's guests entering the Space. Landlord is not liable for any personal injury to the Customer or for any damage to the property of the Customer regardless of how such injury or damage may be caused whether from action of the elements or acts of negligence of the Landlord or occupants of adjacent properties. Customer assumes all risks of injuries to any person who enters the property with the Customer.

**Customer Initials** \_\_\_\_\_

11. Customer shall have access to the Space and the Facility only during such hours and days as are regularly posted at the Facility, which are subject to change by Landlord. If Monthly Rental Charges or other charges remain unpaid for five (5) days following the Monthly Due Date, unless otherwise prohibited by law, Landlord may restrict or deny Customer's access to the Space and/or Facility. If Customer is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Landlord to deny access to Customer on all rented Spaces.

12. Customer shall provide one lock for the rental Space sufficient to secure Customer's personal property. Customer shall not provide Landlord with a key to Customer's lock. Customer grants Landlord or any governmental authority access to the Space: a) upon three (3) days prior written notice, b) upon default of the Agreement by Customer for thirty (30) days, c) in emergency circumstances (defined as imminent injury to persons or property), or d) as required by law. If Customer fails to grant access, Landlord or the agents of any



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governmental authority shall have the right to remove Customer's lock and enter the Space to examine the contents, to make repairs or alterations, to take reasonable steps to preserve the Space, to comply with the law, or to enforce Landlord's rights; including the right to relocate Customer's belongings if necessary.

**13. Each party hereby releases the other from any cause of action for risk which may be covered by fire or extended coverage policies of either the Landlord or the Customer. It is the purpose of this provision to eliminate the subrogation rights of respective insurance carriers of the Customer and Landlord.**

**14. CUSTOMER SHALL MAINTAIN COMPREHENSIVE INSURANCE COVERAGE OF AT LEAST 100% OF THE ACUTAL CASH VALUE OF ALL PERSONAL PROPERTY STORED IN THE SPACE AGAINST DAMAGE BY WATER, FIRE EXTENDED COVERAGE PERILS, VANDALISM AND BURGLARY. SUCH INSURANCE IS AVAILABLE THOUGH MOST INSURERS. TO THE EXTENT CUSTOMER DOES NOT MAINTAIN INSURANCE FOR THE FULL VALUE OF THE PERSONAL PROPERTY STORED, OR FAILS TO MAINTAIN INSURANCE AT ALL, CUSTOMER BEARS ALL RISK OF LOSS OR DAMAGE.** Customer hereby releases Landlord from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Landlord in connection with any damage which is or would be covered by any such insurance policy. **CUSTOMER'S PERSONAL PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY LANDLORD AGAINST LOSS OR DAMAGE.**

Customer Initials \_\_\_\_\_

No promises or representations of safety or security have been made to Customer by Landlord. There shall be no liability to Landlord in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. Video recording devices are not monitored.

**15. LANDLORD IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. LANDLORD EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK.** Customer agrees not to store jewels, heirlooms, art, collectibles or other irreplaceable items having special or sentimental value to Customer. Customer agrees to provide Landlord with a written itemized list of items stored in excess of \$5,000.00. Landlord does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity, or due to other considerations, and Customer understands and assumes the risk.



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16. In the event any legal action is necessary for Landlord to enforce any payment of rent or for resumption of possession under the terms of this rental agreement, the prevailing party in such action shall be entitled to reasonable attorney fees both on trial and on appeal.

17. Customer shall not assign, sublease or jointly occupy the Space or any portion thereof without in each instance obtaining the prior written consent of Landlord.

18. The Customer will not conduct any illegal activities on the property.

19. **If storing a vehicle on the property complete the following information:**

License number: \_\_\_\_\_ State: \_\_\_\_\_

**Vehicle Identification Number (VIN):** \_\_\_\_\_

\*Vehicle Storage Addendum is required

20. Rental charges are subject to increase upon advance written notice to Customer.

21. Unit must be left in acceptable condition after Customer moves out. The Customer is responsible for any damages occurred while Customer occupied unit. It is the Customer's responsibility to make owner aware of any existing damages to Space upon move-in.

22. All of the provisions of this Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assignees of the parties hereto.

23. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

24. All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the laws of the State of Nevada.

25. Each party hereby irrevocable and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the District Court for the Second District of Nevada, sitting in Washoe County, Nevada, and any appellate court thereof, in any proceeding arising out of or relating to this Agreement.

26. All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or three (3) days after deposit in the U.S. Mail for first class delivery. Notices, demands and communications to the parties will, unless another address is specified in writing, be sent to the addresses indicated on Page 1 of this Agreement.

**Landlord and Customer hereby execute this Agreement to be effective on the Rental Agreement Date listed above.**

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**LANDLORD**

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**CUSTOMER**