

SAFEGUARD SELF STORAGE, LLC
STORAGE UNIT RENTAL AGREEMENT

THIS STORAGE UNIT RENTAL AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 20___, between SAFEGUARD SELF STORAGE, LLC, a Utah limited liability company (hereinafter referred to as "Safeguard"), whose address is 1471 North 600 West, Logan Utah 84341, and the undersigned party, hereinafter referred to as "Tenant":

Tenant Name: _____ Mailing Address: _____
Email: _____
Telephone: _____ SSN or Drivers License: _____

IN CONSIDERATION of the mutual agreements set forth in this Agreement, Tenant agrees to rent Unit # _____ (the "Rental Unit") from Safeguard as follows:

1. Term. The term of this Agreement shall begin on _____, for a term of ___ days (the "Initial Term") and thereafter on a month-to-month basis from the first day of each month to the last day of each month (the "Term").

2. Rent. Monthly rental is \$ _____ per month (the "Rental Fee"). The first rental payment shall be pro-rated to the first day of the following month and the rent thereafter shall fall due on the first day of each and every month. Tenant agrees to pay a security deposit equal to \$ _____ (the "Security Deposit") before the first day of the Initial Term. If Tenant fails to timely pay or perform any obligation under this Agreement, Safeguard may, prior to, concurrently with or subsequent to exercising any other right or remedy, use, apply or retain all or any part of the Security Deposit for the payment of any monetary obligation due under this Agreement, or to compensate Safeguard for any other reasonable expense, loss or damage which Safeguard may incur by reason of Tenant's default.

3. Fees. Payment not made in full by the 5th day of the month will incur late fees as outlined on the Terms and Conditions.

4. Lien Rights. Tenant hereby grants to Safeguard, and Safeguard hereby claims, a lien on all the personal property, present or future, stored at the Rental Unit during the Term. No personal property shall be removed from the Rental Unit by Tenant, or any representatives of Tenant, when any rental payment is in default. In the event that Tenant fails to pay the Rental Fee, and such default continues for thirty (30) days, Safeguard has the right to sell all personal property stored in the Rental Unit, as provided by applicable law, and Safeguard may rent the Rental Unit to another party. Tenant shall remain liable for any deficiency that remains after exercise of the power of sale contained herein; any excess after sums owed and costs of sale shall be held for Tenant, or, at the option of Safeguard, paid to Tenant at the address shown above. Tenant is responsible to inform Safeguard of any and all lienholders that have an interest in any personal property that is stored in the Rental Unit.

5. Prohibited Substances. Tenant shall not store or maintain at the Rental Unit any hazardous, toxic, flammable, explosive or other material which could cause damage to the Rental Unit, to any property stored by other Tenants or to any property adjacent to the Storage Site. Tenant shall not use the Rental Unit as living quarters, or to hold any live animals. Tenant's use of the Rental Unit shall comply with all laws, regulations, and applicable ordinances. Tenant shall hold Safeguard, its tenants and third persons harmless from any loss resulting from the violation of this provision. Tenant shall not store property with a combined value of more than FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) in the Rental Unit.

6. Default. Default occurs upon the failure to perform in a timely manner any obligation of duty set forth in this Agreement. Notwithstanding the five (5) day grace period for late fees, default occurs upon the first day after a rental payment is due. If the rent, or any other sum due hereunder, shall be unpaid for thirty (30) days after due, or if Tenant defaults in any of the covenants to be kept by Tenant, and such default has continued for thirty (30) days, or if Tenant shall vacate the Rental Unit, Safeguard, its legal representatives or assignees may mail notice to Tenant at the above listed address, Safeguard may re-enter and take possession of the Rental Unit and its contents, and Safeguard may sell any property located in the Storage Unit, as outlined in Section 4. If any payment is in default for thirty (30) days, Safeguard may enter the Storage Unit and remove and consolidate the stored property elsewhere so as to free up the Rental Unit for lease to other persons. In such event, Tenant shall be liable for all costs of removal, and all expenses necessary for preservation and storage of the property, and all other provisions of this Agreement shall remain in full force and effect.

7. Terms and Conditions. By signing hereunder, Tenant acknowledges that this Agreement is subject to Safeguard's current terms and conditions, a copy of which is provided with this Agreement (the "Terms and Conditions"). Safeguard reserves the right to update the Terms and Conditions at any time, with any update being effective ten (10) days after (i) Safeguard mails a copy of the Terms and Conditions to Tenant's above listed address and (ii) posts a copy of the Terms and Conditions in Safeguard's office. If Tenant does not accept the updated Terms and Conditions, Tenant must notify Safeguard in writing within ten (10) days after the day Safeguard mailed Tenant the Terms and Conditions, which notification of non-acceptance will serve as Tenant's written notice of termination. If Tenant fails to vacate the Rental Unit after giving notification of non-acceptance, the updated Terms and Conditions will apply to Tenant.

SAFEGUARD AND TENANT have executed this Agreement as of the date first set forth above.

SAFEGUARD:

TENANT:

SAFEGUARD SELF STORAGE-TERMS & CONDITIONS

- A. Lock. Tenant is responsible to provide a lock, at Tenant's expense.
- B. Condition Upon Return. Tenant shall deliver possession of the Storage Unit to Safeguard at the expiration of the Term in as good order and condition as when accepted by Tenant, reasonable use and wear thereof and damage by the elements excepted. Tenant will remain liable for any cleaning or damages incurred.
- C. Inspection. Safeguard and its authorized agents shall be permitted to enter the Rental Unit at any time to conduct inspections or to make repairs. Prior notice will be given except in cases of emergency or at request of governmental authorities.
- D. Storage Exclusively. Tenant shall not conduct any business, commercial sales or purchase transactions or use the Rental Unit in any manner other than the incidental storage of goods or merchandise related to an off-site business or commercial enterprise.
- E. Liability. Safeguard shall have no liability for damage or loss caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever unless caused by the willful conduct of Safeguard or its agents. Safeguard carries no insurance covering a loss to Tenant's property. Tenant shall maintain a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsements to the extent of one hundred percent (100%) of the replacement value of the property in the Rental Unit. To the extent Tenant does not maintain such insurance, Tenant agrees to "self insure" the property to the same extent as such a policy would have provided. Safeguard shall not be liable to Tenant or Tenant's invitees for personal injuries or damage to personal property caused by any act or negligence of any person at the Rental Unit or the storage site. Tenant hereby agrees to indemnify and hold harmless the Safeguard from any and all claims for damages to property or personal injury and costs including attorney's fees arising from Tenant's use of the Rental Unit. Safeguard shall not be deemed to either expressly or implicitly provide any security protection to Tenant's property maintained at the Rental Unit. Any security devices which Safeguard may maintain at the storage site are for Safeguard's convenience only. Safeguard may discontinue their use in whole or in part at any time without notice to Tenant.
- F. Indemnity. Except for claims arising out of the willful conduct of Safeguard, Tenant shall indemnify, defend and hold harmless Safeguard and the storage site, at Tenant's expense, against all claims, expenses, and liabilities arising from any occurrence at the Rental Unit, any damage to property stored at the Rental Unit, or any act or negligence of Tenant or Tenant's agents, contractors, employees, invitees, or licensees. **SAFEGUARD STRONGLY ADVISED TENANT TO CARRY INSURANCE ON ALL PROPERTY STORED AT THE RENTAL UNIT**
- G. Termination. Tenant or Safeguard may terminate this Agreement upon a seven (7) day advance written notice during any month-to-month rental. Upon termination of this Agreement, Tenant shall, at Tenant's sole cost, (i) promptly and peaceably surrender the Rental Unit to Safeguard, (ii) repair any damage caused by or in connection with the removal of any property from the Rental Unit, and (iii) remove any locks that were used on the Rental Unit. Any termination will be effective as of the last day of the calendar month when the termination becomes effective.
- H. Attorney Fees. Tenant shall pay all costs, attorney's fees, and expenses that shall arise from enforcing the covenants of this Agreement.
- I. Notices. All notices to Tenant may be given at the physical or email address shown above Tenant's signature. Tenant must notify Safeguard if Tenant's address changes. Failure to do so may result in the termination of this Agreement. All notices to Safeguard shall be given at Safeguard Self Storage, 1471 North 600 West, Logan Utah 84341.
- J. Disclosure of Liens. If Tenant intends to store any property with any liens outstanding attached to the property please explain lien and give lien holder's name, address and telephone number: _____
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- K. Denial of Access. If any amount due hereunder is unpaid for thirty (30) days after due, Safeguard, its legal representatives or assigns shall have the right to lock the Rental Unit and deny Tenant access thereto until all charges owed by Tenant to Safeguard are paid in full. Any attempt by Tenant to enter the Storage Unit while locked by Safeguard shall be construed as an act of breaking and entering.
- L. Authority of Signer. If Tenant is a corporation, partnership, trust, estate, limited liability company, or any other entity, the person executing this Agreement on behalf of the Tenant represents and warrants that he or she has the authority to bind the Tenant hereunder.
- M. No Waiver. Any deviation from the terms of this Agreement by Safeguard shall in no way be construed by a waiver, and it will not alter in any way the rights or remedies of Safeguard, or the duties and obligations of Tenant. No modification of this Agreement will be effective unless it is in writing and signed by Safeguard and Tenant.
- N. Fees. If Tenant fails to pay the rent due by the fifth (5th) day of each month, a \$10.00 late fee is immediately assessed and is due and payable upon assessment. If the rent is not paid by the fifteenth (15th) day of each month, and additional \$10.00 late fee is assessed and is due and payable upon assessment. A fee of \$30.00 will be assessed on any returned checks, with the fee being due and payable upon mailing to Tenant a notice of the returned check. A minimum fee of \$40.00 will be assessed if rental unit is not returned in a good and clean condition, with additional fees for any required repairs, removal of items, or extensive cleaning.