

STORAGE COMMERCIAL LEASE AGREEMENT

Premises: [PREMISES ADDRESS] **Effective Date:** **Governing State:** [STATE]

SELF-STORAGE UNIT RENTAL AGREEMENT

This Self-Storage Rental Agreement is made as of between [LANDLORD NAME] ("Operator"/"Landlord") and [TENANT NAME] ("Occupant"/"Tenant").

1. Unit

Operator rents to Occupant storage unit [STORAGE UNIT NUMBER], approximately [UNIT SIZE E G 10X10 10X20] (the "Unit") at [PREMISES ADDRESS], for the storage of personal/business property only.

THIS IS NOT A BAILMENT. OPERATOR DOES NOT TAKE CUSTODY OF, INSURE, OR ASSUME RESPONSIBILITY FOR OCCUPANT'S PROPERTY.

2. Term and Fee

Month-to-month commencing on the Effective Date. Rent: **** per month, due on the 1st. Security Deposit: ****.

3. Use Restrictions

Occupant shall NOT store: (a) food, perishables, live plants/animals; (b) hazardous, toxic, flammable, explosive materials (gasoline, propane, fireworks, ammunition, lithium batteries above consumer quantities); (c) stolen property or contraband; (d) any substance prohibited by law; (e) currency, jewelry, art, or irreplaceable items (at Occupant's sole risk and contrary to this agreement); (f) anything violating [STATE] law. **The Unit shall NOT be used as a residence, workshop, or office.**

4. Access

Occupant has access during posted facility hours (subject to change on reasonable notice). Occupant provides own lock; Operator retains no key/combination.

5. Insurance

Operator's property insurance does NOT cover Occupant's stored property. Occupant shall maintain renter's/contents insurance or carry all risk of loss. CGL of **\$1,000,000.00** if Occupant uses the Unit for business purposes.

Waiver of subrogation.

6. Lien; Default Sale

Statutory Lien. Operator has a statutory lien on all property stored in the Unit to secure unpaid rent, late fees, and other charges. Upon Occupant's default, Operator may, after giving the notices required by [STATE] self-storage lien law (typically certified mail and, where required, publication/online auction posting), deny access, enter and inventory the Unit, and sell the contents at public or online auction. Excess proceeds after lien and costs shall be held for Occupant as required by law. Occupant waives no rights under the [STATE] self-service storage facility act.

7. SCRA Protection

Servicemembers Civil Relief Act — 50 U.S.C. §3958. Occupant may be entitled to protection against lien sales while on active duty. Occupant must notify Operator promptly of active-duty status and provide military orders. No lien sale shall occur against the property of an active-duty servicemember without court order as required by §3958.

8. Abandonment

Property left in the Unit after termination is deemed abandoned and may be disposed of pursuant to the lien statute.

9. Late Fees; Cure

Monetary default cure of 5 days; late fees per posted schedule; lien process commences after statutory notice period.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPERATOR'S AGGREGATE LIABILITY FOR LOSS OF OR DAMAGE TO OCCUPANT'S PROPERTY IS LIMITED TO \$1,000 REGARDLESS OF CAUSE.

11. Indemnity

Occupant indemnifies Operator for all claims arising out of the stored property and Occupant's use of the facility.

ADA allocation. Environmental — no hazardous materials beyond consumer quantities. Force majeure — rent not excused.

12. State-Specific

13. General

[STATE] law; county venue. Court. Attorneys' fees.

Signatures

Operator

PRINTED NAME

SIGNATURE

DATE

Occupant

PRINTED NAME

SIGNATURE

DATE