# Erwin Storage www.ErwinStorage.com

A Division of VSTRA CORPORATION CALL/TEXT: 980-552-1958 Email: Erwin@ErwinStorage.com

## STORAGE RENTAL AGREEMENT

By placing storage order online at www.ErwinStorage.com, you accept and agree this agreement.

Customer understands all storage unit sizes are approximate.

Customers must provide their own lock.

This is a month-to-month lease. The term of this tenancy shall commence on the order date and shall continue thereafter on a monthly basis. Rent is payable in advance of the rental agreement date which is the date you place order on our website.

To cancel this agreement, you must vacate and clean the storage unit first, then email the cancellation request to erwin@erwinstorage.com. The cancellation will be processed in 2 business days after the inspection of the storage space. The cancellation will be effective from the next billing date. There is no refund for unused days if you cancel after the rent due date of the current month.

A minimum \$30 cleaning fee will be assessed if the space is dirty or in need of repair at contract termination.

ONLY THE CUSTOMER AND AUTHORIZED ACCESS PERSONS WILL BE ALLOWED TO THE ROOM UNDER THIS AGREEMENT. OTHERWISE, ERWIN STORAGE MUST BE NOTIFIED IN WRITING.

Security Deposit: ERWIN STORAGE does not ask for a monetary deposit.

#### FAILURE TO PAY ON DUE DATE WILL RESULT IN:

- \$20 late-fee and access to your room will be denied if payment is not received within 5 calendar days.
- \$100 lien processing fee will be applied to accounts 30 days past due.
- Potential sale of stored goods if account is 75 days past due.

## **INSURANCE REQUIREMENT**

Protecting your property in Storage is your RESPONSIBILITY. All personal property stored within the storage facility by Tenant shall be at Tenant's sole risk. ERWIN STORAGE shall not be liable for any loss or damage to personal property in the storage space or the self-storage facility caused by but not limited to theft, fire, vandalism, damage, rodents, or negligence by ERWIN STORAGE.

You acknowledge that while ERWIN STORAGE and this facility take certain precautions to provide clean, dry and secure storage rooms, you acknowledge and agree that ERWIN STORAGE does not insure your property, nor do they have the responsibility to provide insurance for your property.

Furthermore, you agree that ERWIN STORAGE is not responsible for any damage or loss that may occur to your property while in storage. You understand that it is a requirement of ERWIN STORAGE that you maintain insurance covering your goods for as long as they are in storage at this facility. Customer bears entire risk of loss or damage resulting from the negligence of ERWIN STORAGE.

RELEASE OF ERWIN STORAGE'S LIABILITY FOR BODILY INJURY: ERWIN STORAGE shall not be liable to Tenant for injury or death as a result of the Tenants use of self-storage facility even if the injury is caused by the omissions or negligence of ERWIN STORAGE.

### **WARNING:**

Customer shall have access to the rental space only for the purpose of storing and removing property stored in that rental space. The rental space shall not be used for residential purposes or operation of a business.

- Customer agrees not to store any hazardous materials, hazardous substance, hazardous waste, solid waste, toxic chemicals, illegal goods, explosives, highly flammable materials, perishable foods or any other goods which may cause danger or damage to the rental space.
- Customer agrees not to store any living creature or organism, or any dead animal or other carcass.
- Customer agrees not to store property with a total value in excess of \$20,000.
- Customer agrees not to leave waste, not to alter or affix signs on the rental space and agrees to keep the rental space in good condition during the term of the rental agreement.
- Customer is encouraged not to store collectibles, heirlooms, jewelry; works of art or any other item of sentimental value.

ERWIN STORAGE's Right to Enter: Tenant grants ERWIN STORAGE or representatives of any governmental authority including police and fire officials, access to the storage space upon twelve (12) hours advanced notice to Tenant.

In the event of an emergency, ERWIN STORAGE or representatives or governmental authorities shall have the right to enter the storage space without notice to Tenant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce ERWIN STORAGE's rights.

#### ATTENTION:

ERWIN STORAGE is not a bailee of customer's property. ERWIN STORAGE does not accept control, custody or responsibility for the care of property. Customer shall notify ERWIN STORAGE immediately, in writing, of address or telephone changes.

ERWIN STORAGE reserves the right to change storage room rates with 30 days prior written notice to customer. It is your responsibility to pay on or before the due date. ERWIN STORAGE has the right to establish or change hours of operation or to proclaim rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the premises or the preservation of good order at the facility.

Customer agrees to follow all of the ERWIN STORAGE rules currently in effect, or that may be put into effect from time to time. Customer's access to the premises may be conditioned in any manner deemed reasonably necessary by ERWIN STORAGE to maintain order on the premises. Such measures may

include, but are not limited to, requiring verification of customer's identity, limiting hours of operation and requiring customer to sign in and sign out upon entering and leaving the premises.

#### **CAUTION:**

Potential sale of stored goods if account is 75 days past due and all fees plus all expenses associated with the sale will also be charged when the rent is 75 days late. The customer shall bear all risks of loss or damage to any and all property stored in the rental space, including, but not limited to, loss or damage resulting from the negligence of ERWIN STORAGE.

ERWIN STORAGE is hereby given a contractual landlord's lien upon all property stored by the customer to secure payment of all monies due under this agreement, including any fees and costs. The lien exists and will be enforceable from the date rent or other charges are due and unpaid. The property shall be deemed to be attached from the first day of this agreement.

The property stored in the leased space may be sold to satisfy the lien if customer remains in default for 75 days or more. Written notice will be sent to the customer during the default period via text message, email and/or mail. Proceeds from the sale will be distributed first to satisfy all liens. The remainder, if any, will be held for the customer for six months without interest, then the funds will be transferred to the appropriate state authority. This lien and all rights granted are in addition to any lien or rights granted by the statutes of the state.

In addition to the rents and charges agreed upon and provided for in this rental agreement, customer shall be liable for all costs, fees and expenses, including attorney's fees, reasonably incurred, incident to default, present or future, for the preservation, storage, inventory, advertisement and sale of the property stored in the rental space, or other disposition, and to enforce the rights provided for under this rental agreement.

ERWIN STORAGE shall be entitled to attorney fees and costs incurred in enforcing its rights under this agreement. Upon default of any obligation under this rental agreement, customer and all authorized individuals shall be denied access to the property contained in the rental space until such time that the default has been remedied and the total balance owed has been paid in full.