

# CASTLE STORAGE - RENTAL AGREEMENT

Parties to this agreement are:

Occupant

Drivers License #

Address

Home Phone

Work Phone

Emergency Phone

Place of Employment

Address

Office Use Only

Unit # Assigned

email address

City/State/ZIP

OWNER AND OCCUPANT AGREE TO:

1. **TERM:**       Month       to       Month      

**RENTAL DUE DATE:** \_\_\_\_\_

Unit Size requested:

\*All rent includes sales tax.

**2. MONTHLY RENT** Rent will be as stated above. First month rent due upon acceptance of contract. Rent is then due on the same day of each month thereafter. Rent will not be prorated at any time.

**3. MONTHLY INVOICES WILL NOT BE SENT OUT.** Make all payments payable to Castle Properties and mailed to PO Box 328, North Lewisburg, OH 43060. If paying by check, building/unit# must be indicated on check. All rent is to be paid on or before due date. A \$2.00 per day late fee will be charged. A \$30.00 charge will apply for each returned check. NO REFUNDS. If not paid by the 20th day, lock will be cut, contents of unit will be inventoried and auctioned, and special assessment will be charged.

**4. RENEWAL/TERMINATION:** Occupant can renew contract by paying renewal rental when due. If occupant holds over at end of term, occupant will owe monthly rental as indicated for any month unit remains occupied. Owner shall have right to change rent upon giving 30 day notice at last known address. Occupant will give owner **30 day written notice** before vacating space and unit will be inspected by manager. All items will have been removed and unit left "**BROOM-CLEAN**" and **DAMAGE FREE**. **Lock must be removed upon vacating.** Failure to comply with these procedures will result in lock being cut and an assessment fee charged, based on time required to clean unit and types of items removed.

**5. DEFAULT:** If occupant fails to comply with conditions of agreement, occupant shall be considered in default and can be denied access to space. Owner reserves right to terminate agreement and request that tenant vacate the unit within 10 days. Owner shall exercise lien right upon property stored unless charges due are paid within 10 days. If charges remain unpaid, owner's lien right will be foreclosed, and stored property will be advertised for sale and sold in accordance with Ohio law (sections 5322.01 thru 5322.04). Any remaining balance due will be turned over to a collection agency.

**6. USE IN COMPLIANCE WITH LAW:** Space rented will be used for lawful purposes and not to store flammable, explosive, or other dangerous material. No storage of perishables. Mothballs should be used for storage of furniture or clothing. Storage of tires is not permitted. Space is to be rented for **storage use only! It is not intended for night use.**

**7. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATION OF OCCUPANT:** a) Occupant, at their expense, shall obtain all insurance which occupant requires for protection of property in space. b) Occupant releases owner from all liability for personal injuries, property damage, loss from theft, vandalism, fire, water, explosion, rodent damage, or any other causes. c) Occupant agrees to indemnify and hold harmless owner, its employees or agents from any claims for damages to property or personal injury, and cost, including attorney's fees, arising from use of premises by occupant. d) If owners employees perform any services for occupant at occupants request, such employee shall be deemed to be agent and employer of occupant. Occupant shall notify owner immediately upon occurrence of any injury, damage, or loss suffered.

**8. ABANDONMENT:** Any property which remains after expiration of term shall be deemed abandoned and may be retained as owner's property or sold in pursuance of owner's lien rights.

**9. BREACH OF COVENANTS OR CONDITIONS:** Breach of any covenant or condition by occupant shall, at option of owner, terminate agreement.

**10. CHANGE OF ADDRESS AND NOTICE:** Occupant shall furnish owner in writing any change of address or telephone number.

**11. EXCLUSION OF ALL WARRANTIES:** Occupant acknowledges owner has given no warranties other than agreement, and occupant agrees that no implied warranty shall be effective against owner.

**12. OCCUPANTS WARRANTY:** Occupant's property is free and clear of liens and encumbrances except as follows:

**13. NO STRUCTURAL CHANGES:** All storage units are rented as is. Structural changes to the unit (doors, walls, etc) are not permitted.

**14. LOCK ADDENDUM:** One lock per unit permitted. For security and safety purposes, occupant must supply owner with a key to any lock installed on storage unit. I understand that it is mandatory to have one lock on my unit for security purposes.

**15. ALTERNATE CONTACT:** Name  Phone

**16. AUTHORIZED USER(S):** Occupant authorizes the following person(s) to have access to their storage unit. Occupant is responsible for the compliance of this contract by all users. Occupant may, at any time, in writing remove authorized user(s) from this agreement. Occupants responsible for providing access code to authorized user(s), as Castle Homes will not release this information.

Occupant (please print)

Authorized User (please print)

Authorized User (please print)

By checking this box I agree to the terms and conditions as stated above.

Occupant Signature

Time and Date Stamp