

# Storage Rental Agreement

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This Storage Rental Agreement (hereinafter referred to as "the Agreement") has been entered into by and between:

## The Tenant

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Name	Address	Phone Number	e-Mail
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## The Landlord

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Company Name	Address	Phone Number	Authorized Representative
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# Terms and Conditions

## 1. Unit Information

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Facility Name	Facility Address	Unit Number	Unit Description
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## 2. Term

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- The Landlord rents to Tenant that certain storage space ("Unit"), subject to the terms and conditions of this Agreement and continuing month-to-month until terminated or revised. The Commencement Date of this Agreement is \_\_\_\_\_.
- The Tenant agrees that the Unit is clean and undamaged upon Tenant's occupancy unless otherwise noted on a signed addendum to the Agreement. The Parties reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to the other Party.

### 3. Rent

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- The Tenant shall pay Landlord a monthly rent of \$ \_\_\_\_\_ (“Rent”), which includes the sales tax (if applicable), on the \_\_\_\_\_ day of each month. Rent for the first month of occupancy will be prorated on a daily basis from date agreement is entered.
- There will be no proration for the last month of occupancy. Tenant acknowledges that rent must be paid in full each month and no partial payments shall be accepted.
- Payment of monthly rent and other charges permitted by this Agreement shall be made via \_\_\_\_\_.
- Check payment can be made payable to \_\_\_\_\_ and mailed to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
- There may be some charges that may apply in addition to the Rent such as;
  - Late Charges: If the Tenant fails to pay rent by the end of the \_\_\_\_\_ calendar day after said rent is due, a late fee of \$ \_\_\_\_\_ will be charged to the Tenant’s account.
  - Returned Check Charge: A fee of \$ \_\_\_\_\_ shall be charged for each returned check. Payments made by Tenant will always be applied first to the oldest charges on the Tenant’s account.

### 4. Security Deposit

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The Tenant agrees to deposit with the Landlord the amount of \_\_\_\_\_ \$ (“**Security Deposit**”) as security upon signing this Agreement. In the event that the Tenant fails to pay rent or otherwise defaults on this Agreement, the Landlord may use the Security Deposit to pay for the amount due to the Landlord.

### 5. Use of the Unit

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- The Tenant agrees that the Unit shall be used for storage purposes only. Pets or animals shall not be allowed. No person shall be allowed to dwell on the property. Further, no hazardous, dangerous, or illegal substances shall be allowed to be stored in the Unit.
- The property inside the unit is the sole responsibility of the Tenant. The Landlord does not assume or imply any responsibility for the Tenant’s property at all times.
- Upon cancellation of this Agreement, the Tenant shall have \_\_\_\_\_ to remove all the property from the Unit. Any property left in the Unit past the time above shall become the property of the Landlord.

## 6. Care of the Unit

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The Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition, reasonable wear and tear is expected, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature.

## 7. Maintenance of the Unit

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- During the effectiveness of this Agreement, it shall be the responsibility of the Tenant to maintain the Unit in its original state, and well-kept condition, the same as from the time the Tenant originally possessed said Unit.
- Extra-ordinary damage beyond the usual wear and tear brought by the common use of the property shall be the responsibility of the Tenant to notify the Landlord, the soonest possible time.

## 8. Damages by Tenant

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- Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.
- The Tenant agrees to give the Landlord at least \_\_\_\_\_ days prior notice in order to lawfully terminate this Agreement. Any prepaid rent for months after the month vacating shall be refunded. The Tenant acknowledges that he/she is responsible for all rent and other charges as long as the Tenant's lock remains on the Unit.
- Upon vacating, Tenant must leave the Unit empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean the Unit upon vacating, the Tenant shall pay any costs the Landlord incurs with emptying and cleaning the Unit. Rent and other fees continue to accrue until Tenant's lock is removed from the Unit.

## 9. Insurance

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The Tenant acknowledges that the Landlord does not provide insurance for the property in the Unit that belongs to the Tenant. If the Tenant chooses to insure the Unit and the property inside, the insurance policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

## 10. Release of Liability

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- All personal property stored within the Unit shall be at Tenant's sole risk. The Landlord, its agents and/or employees shall not be liable for any loss or damage to the Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.
- The Landlord, its agents and/or employees shall also not be liable to the Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

## 11. Right to Enter

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- The Tenant accepts to grant the Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon \_\_\_\_\_ days prior notice to the Tenant for non-emergency situations.
- In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, the Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to the Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce the Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

## 12. Tenant's Access

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Tenant's access to the Unit may be conditioned in any manner deemed reasonable and necessary by the Landlord to maintain order in the Unit. Such measures may include, but are not limited to, verifying the Tenant's identity and/or limiting hours of operation.

## 13. Locks

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- The Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep the Unit locked when the Tenant is not present at premises.
- The Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. Tenant may use only \_\_\_\_\_ lock per storage space door and the Landlord may remove any additional locks placed on storage space by the Tenant.

## 14. Rules and Regulations

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- The Tenant, by entering into this Agreement, agrees to comply with the following rules and regulations;
  - The Unit should be emptied, cleaned and left in good condition on or before the day this Agreement is terminated.
  - The access hours for the unit are;  
\_\_\_\_\_ - \_\_\_\_\_ through \_\_\_\_\_.
  - The Unit must be vacated on or before the termination date of this Agreement. The Landlord requires a \_\_\_\_\_ days prior notice before the Tenant vacating the Unit.
  - Other rules;

## 15. Indemnification

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The Tenant agrees to indemnify, hold harmless and defend the Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for the Landlord's active negligence except that the Tenant shall not be liable for Landlord's sole negligence.

## 16. Relocation

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The Tenant acknowledges that the Landlord reserves the right to relocate the Tenant, without expense to Tenant, to any unit of comparable size with a \_\_\_\_\_ days prior written notice.

## 17. Sublease

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The Tenant may not assign this Agreement or sublet the Unit.

## 18. Miscellaneous

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- **Severability**

It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

- **Governing Law**

The terms and conditions of this Agreement are governed, construed, and interpreted in accordance with the state laws of \_\_\_\_\_, without regard to the choice-of-law principles thereof.

- **Waiver**

The failure of either Party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

- **Entire Agreement**

This Agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

**Tenant**

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**Landlord**

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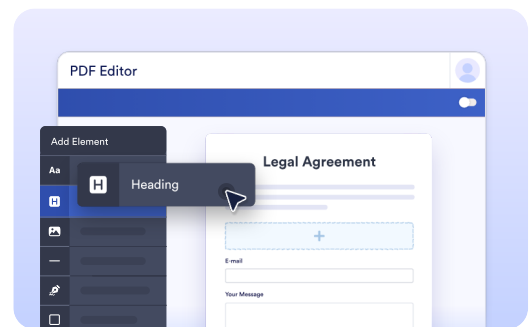
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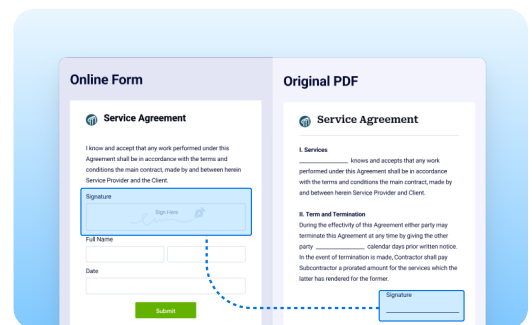
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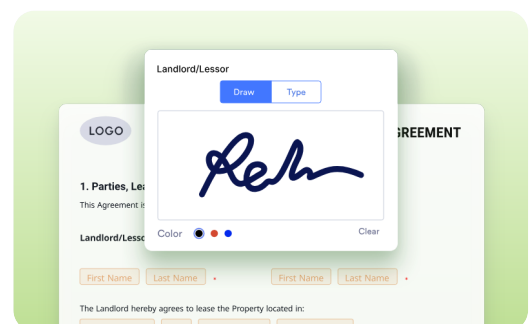
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