



1638 Frost Road, Streetsboro, Ohio 44241
Need Telephone

NAME _____
ADDRESS _____
CITY _____
RES. PH. _____ BUS. PH. _____
DRIVERS LIC. NO. _____ STATE _____
LOCAL CONTACT _____ PH. _____
OTHERS AUTHORIZED TO ENTER _____
SS# _____

TRANSACTION DATE _____ RENT _____
UNIT NO. _____ DEPOSIT _____
MONTHLY RATE _____ LOCK PURCHASE AND TAX _____
RENT PAID UNTIL _____ MISC. CHARGE _____
MISC. CREDIT _____

- 1. All rents are due the _____ day of the month.
- 2. A \$10.00 late charge will be assessed if rent is not paid within ten (10) days of the due date.
- 3. Check-outs after the due date pay a full month's rent.
- 4. A \$25.00 charge will be assessed for each returned check.
- 5. It is the responsibility of the Occupant to report any change of address **IN WRITING** to the Owner. See Paragraph 19 on the reverse.
- 6. It is expressly understood Owner carries no insurance covering Occupant's goods and assumes no liability for same. See Paragraph 7 on reverse.
- 7. Occupant understands Owner has a lien on goods for payment of rent due and may sell same with proper notice as described in Paragraph 10 on the reverse.

NOTICE TO OCCUPANT: STATE LAW PROVIDES FOR US TO CUT YOUR LOCK, ENTER THE PREMISE, INVENTORY THE GOODS, AND TAKE POSSESSION OF YOUR PROPERTY IF YOU ARE IN DEFAULT ON YOUR STORAGE AGREEMENT. YOUR GOODS WILL BE SOLD AT PUBLIC OR PRIVATE SALE TO COVER PAST DUE CHARGES AS PROVIDED FOR BY OHIO LAW.

PLEASE **READ** THIS ENTIRE AGREEMENT PRIOR TO SIGNING, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN!

NO REFUNDS

Occupant agrees to pay a monthly fee of \$ _____ under terms and conditions shown on both sides of this agreement for rental number _____, with size being _____.

Additional provisions of this agreement:

Occupant's Signature: _____
Accepted/Received By: _____

PLEASE READ REVERSE SIDE

FROST ROAD MINI-STORAGE, the Owner, hereby grants to the Occupant (named on the reverse side) the use of the premise (unit) described on the reverse side for the term and on the following conditions as herein stated. The reverse listed information is incorporated herein.

1. **TERM:** The lease shall begin on the date of execution of this agreement and terminate one month thereafter but shall automatically be renewed monthly. Owner may, upon three days written notice to Occupant at the address set forth herein, or at such subsequent address furnished to Owner by Occupant in writing, terminate the automatic renewal. Occupant shall then vacate the premises at the end of the monthly period. Similarly, Occupant shall give at least three days notice of his intention not to renew, and in default thereof Occupant, at the end of a calendar month, shall be subject to forfeit of his deposit which shall be construed as liquidated damages.

2. **RENT:** The rent shall be due in the amount as stated on the reverse side. All rent payments shall be made monthly, in advance and without demand as they become due or at such other place as shall be designated in writing from time to time by Owner. Any additional charge shall be payable currently with the rent payment in respect of which said additional charge is levied. In the event of a lockout under Paragraph 10, it is expressly agreed that rent shall continue until paid or until termination of the lease by Owner.

3. **FAILURE TO VACATE:** In the event Occupant shall remain in the premises after Owner has given notice of non-renewal, Occupant shall be considered as though he were in default and shall be subject to all remedies referred to in Paragraph 10.

4. **USE AND COMPLIANCE WITH LAW:** The space shall be used for no unlawful purposes and will be kept in good condition. No property shall be stored on the premises unless Occupant legally has the right to have that property in his possession. Occupant may from time to time during the duration of this agreement place on or in the leased space personal or commercial properties, but it is expressly agreed that Owner is under no duty to maintain any records of contents so placed. Owner is not engaged in the business of storing goods for hire nor the warehouse business, but is just an Owner leasing a storage space. The storage of welding or flammable, explosive or other inherently dangerous material is prohibited. Occupant shall not store on the premises any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary and Police Departments or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises during the term of this lease or any renewal or extension thereof.

5. **OWNER'S OPTION TO RENEW:** Owner reserves the right not to renew the lease for any reasonable cause and Occupant agrees to vacate upon demand or upon failure to comply with any of the terms of the agreement.

6. **DAMAGE, CLEANING AND PERFORMANCE DEPOSIT:** A property damage, cleaning and performance deposit shall be paid by the Occupant to Owner in the amount equal to one month's rent. The deposit without interest will be returned at the termination of this lease provided Occupant has complied with all of his obligations hereunder, and subject to such deductions as are herein authorized. Occupant agrees to surrender the premises to Owner at the end of this lease in a clean, reasonable and re-rentable condition, normal wear and tear excepted, and all costs and expenses incurred by Owner in restoring the premises to the same condition as when leased will be paid by Occupant as a deduction from the deposit. Any unpaid charges, damages, or rent due to the Owner shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the property damage, cleaning and performance deposit, Occupant agrees to pay Owner the amount of such excess.

7. **NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT: IT IS SPECIFICALLY UNDERSTOOD THAT OCCUPANT HAS FULL CUSTODY, CONTROL AND POSSESSION OF THE PREMISES DURING THE TERM HEREOF AND OF THE PERSONALTY STORED THEREIN AND THAT THE OCCUPANT IS NOT ENTRUSTING SUCH PROPERTY TO THE OWNER BUT IS MERELY RENTING SPACE. ACCORDINGLY, OWNER CARRIES NO INSURANCE BY WHICH IN ANY WAY HE COVERS ANY LOSS WHATSOEVER THAT OCCUPANT MAY HAVE OR CLAIM ARISING OUT OF HIS RENTING THE PREMISES AND THE STORAGE OF PERSONAL PROPERTY THEREIN. OCCUPANT MUST OBTAIN ANY INSURANCE DESIRED AT HIS EXPENSE. OWNER STRONGLY RECOMMENDS THAT OCCUPANT SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY AGAINST ALL PERILS.**

OWNER SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, FLOOD, HURRICANE, RAIN, EXPLOSION, OR ANY OTHER CAUSES WHATSOEVER, UNLESS THE SAME IS DUE TO NEGLIGENCE OF OWNER, HIS AGENTS, SERVANTS, OR EMPLOYEES. OWNER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM FAILURE, INTERRUPTION OR MALFUNCTION OF THE UTILITIES, APPLIANCES, OR FIXTURES PROVIDED TO OCCUPANT UNDER THE TERMS OF THIS LEASE AGREEMENT.

OWNER SHALL NOT BE LIABLE TO OCCUPANT OR OCCUPANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY PERSONAL INJURIES OR DAMAGE TO PERSONAL PROPERTY CAUSED BY ANY ACT OR NEGLIGENCE OR ANY OTHER PERSON ON SAID PREMISES OTHER THAN THE OWNER AND THE AGENTS, SERVANTS AND EMPLOYEES OF OWNER. OCCUPANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR PERSONAL INJURY AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING FROM OCCUPANT'S USE OF THE PREMISES, OR FROM ANY ACTIVITY, WORK, OR THINGS DONE, PERMITTED OR SUFFERED BY OCCUPANT IN OR ABOUT THE PREMISES.

OCCUPANT MUST TAKE WHATEVER STEPS BEING NECESSARY TO SAFEGUARD WHAT IS ON OR IN THE SPACE. IF OCCUPANT DESIRES TO KEEP THE SPACE LOCKED, HE MUST PROVIDE HIS OWN LOCKS AND KEYS AND IS FULLY RESPONSIBLE FOR WHO HAS POSSESSION OF THE KEYS.

SHOULD ANY OF OWNER'S EMPLOYEES PERFORM ANY SERVICES FOR OCCUPANT AT OCCUPANT'S REQUEST, SUCH EMPLOYEES SHALL BE DEEMED TO BE THE AGENTS OF OCCUPANT REGARDLESS OF WHETHER PAYMENT FOR SUCH SERVICES IS MADE OR NOT, AND OCCUPANT AGREES TO HOLD OWNER HARMLESS FROM ALL LIABILITY IN CONNECTION WITH SERVICES PERFORMED BY EMPLOYEES OF OWNER.

NOTWITHSTANDING OWNER SHALL NOT BE LIABLE FOR SUCH OCCURRENCES. OCCUPANT AGREES TO NOTIFY OWNER IMMEDIATELY UPON THE OCCURRENCE OF ANY INJURY, DAMAGE, OR LOSS SUFFERED BY OCCUPANT OR OTHER PERSON IN ANY OF SUCH CIRCUMSTANCES.

8. **ALTERATIONS, SIGNS AND WASTE:** Occupant shall not make or suffer to be made any alterations of the space or premises nor post any signs without express written consent of the Owner. Occupant shall not commit nor suffer to be committed any waste on the space or premises.

9. **OWNER'S RIGHT TO ENTER, INSPECT AND REPAIR THE PREMISES:** Occupant agrees that Owner or Owner's representatives shall have the right without notice to enter into and upon the space or any part thereof, for the purposes of examining the same for lease violations or condition thereof or making repairs or alterations thereto. Owner reserves the right to remove contents to another locker.

10. **DEFAULT, OWNER'S LIEN AND REMEDIES:** Time is of the essence in the performance of this agreement and in the payment of each and every rental payment and other charges herein covenanted to be paid. Occupant shall conclusively be deemed in default under this agreement in the following circumstances:

(a) Whenever the rental charges herein covenanted to be paid remain due and payable at any time after the date set herein for payment of said rental charges; or

(b) If the Occupant shall at any time fail or refuse to perform any of the covenants, terms or conditions of this agreement.

The Owner claims a lien in any and all goods, chattels or other personal property brought onto the premises at any time by the Occupant. In case of default by the Occupant, said Owner's lien shall be enforceable to the full extent provided for herein. Occupant shall be liable for all past due rent to the date of termination of this agreement and all labor charges associated with

or incidental to the repair of the premises, cleaning of the premises, cataloging of Occupant's property, including moving and storage of Occupant's property. Occupant shall further be liable for all advertising expense associated with any sale of the property, appraisal expenses, if any, attorney's fees, and court costs, if any, all expenses incurred in the preservation of the Occupant's property, and all other expenses incurred in or incidental to the sale or other disposition of the Occupant's property. The Owner shall have the right to have any or all of the Occupant's property appraised, provided, however, that Owner shall have no obligation to appraise said property.

Upon the Occupant's default, the Owner shall notify the Occupant as provided by law at the address indicated on the reverse side or at such address as the Occupant shall hereafter designate. Owner may seek any one or more of the following described remedies upon the Occupant's default:

(a) Sell at public or private sale, as the law provides, or dispose of, in any manner provided by Ohio Revised Code Sections 5322.01 to 5322.04, inclusive, all goods, chattels or any other property stored on the premises. The proceeds of such sale shall be applied in satisfaction of the Owner's lien and any and all other expenses herein provided for and any other charges provided for by Ohio Revised Code Sections 5322.01 to 5322.04, inclusive; or

(b) File an action in eviction against the Occupant pursuant to Chapter 1923 of the Ohio Revised Code to regain possession after default and to claim all past due rents and all other expenses herein provided for and any other charges provided for at law; and

(c) Seek any and all other means of redress allowed by law.

Upon sale of the property, the balance, if any, after satisfaction of the Owner's lien, all expenses provided for herein, and all expenses provided for at law, shall be disposed of as provided under Chapter 169 of the Ohio Revised Code. In the event of a sale or other disposition of the property. It is further understood and agreed that the date of each sale shall constitute the date of termination of this agreement. The specified remedies to which the Owner may resort under the terms and conditions of this agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Owner may be lawfully entitled in case of any breach or threatened breach by the Occupant of any provision or provisions of this agreement.

Occupant warrants that he has a legal interest in and to all the goods, chattels and other personal property located from time to time on the premises. Occupant hereby agrees to indemnify and hold the Owner harmless for any losses, damages, costs or expenses arising out of Owner's exercise of its rights granted hereunder with respect to the goods, chattels and other personal property located in the premises, except as expressly provided at law.

11. **ABANDONMENT OF OCCUPANT'S PROPERTY:** Any property which shall remain on the premises after the expiration or termination of this agreement or which shall remain after vacation of the premises by Occupant shall be deemed to have been abandoned by the Occupant. Said abandoned property may be disposed of in any manner provided for in Paragraph 10 hereof. If such property is sold at public or private sale or in any other manner provided for under Sections 5322.01 to 5322.04, inclusive, the proceeds thereof shall be applied in the same manner provided for in Paragraph 10 hereof and the balance, if any, shall be disposed of as provided for in Chapter 169 of the Ohio Revised Code.

12. **BANKRUPTCY AND OTHER LEGAL ACTIONS:** In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the premises is an issue, then, at the option of Owner, this lease shall terminate, and Occupant shall thereafter have no right, title or interest in or to any of the premises.

13. **BREACH OF COVENANTS OR CONDITIONS:** A breach of any of the covenants or conditions by the Occupant shall, at the option of the Owner, terminate this lease and the said lease shall become null and void.

14. **WAIVER:** No waiver by Owner, its agents, representatives or employees, of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.

15. **CHANGE OF TERMS:** All terms of this agreement, charges and conditions of use are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this agreement on the effective date of the change by giving Owner five (5) days prior written notice to terminate. If the Occupant does not give such notice, the change shall become effective.

16. **RECOVERY OF ATTORNEY'S FEES AND COSTS:** In the event any action be instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the premises for any default or breach of this lease by Occupant, Occupant shall pay Owner's reasonable attorney's fees, costs and expenses in connection therewith.

17. **INDEMNIFY AND HOLD HARMLESS:** The Occupant agrees to indemnify and hold harmless the Owner from any and all expense (including attorney's fees), demands, claims, actions or causes of actions arising directly or indirectly from this lease or any renewal or extension thereof.

18. **SUBLETTING OR ASSIGNMENT:** No subletting of the space or any portion thereof or assignment of this lease may be made by Occupant.

19. **CHANGE OF ADDRESS:** It shall be the duty of the Occupant to furnish the Owner, in writing, of any change of address or phone number by certified mail, return receipt requested, postage prepaid.

20. **SEVERABILITY CLAUSE:** If any part of this agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this agreement without including any such part, parts, or portions which may, for any reason, be hereafter invalid.

21. **SUCCESSION:** All of the provisions hereof shall apply to, bind and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

22. **OHIO LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Ohio.

23. **EXCLUSION OF ALL WARRANTIES: THE AGENTS AND EMPLOYEES OF OWNER ARE NOT AUTHORIZED TO MAKE WARRANTIES ABOUT THE SPACE AND FACILITIES REFERRED TO IN THIS AGREEMENT. OWNER'S AGENTS AND EMPLOYEES ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE OCCUPANT AND ARE NOT PART OF THIS AGREEMENT. THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS AGREEMENT. THE PARTIES HERETO AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE LEASED SPACE AND FACILITIES REFERRED TO HEREIN. IT IS FURTHER UNDERSTOOD AND AGREED THAT OCCUPANT HAS BEEN GIVEN AN OPPORTUNITY TO INSPECT, AND HAS INSPECTED THE SPACE LEASED TO OCCUPANT HEREUNDER, AND THAT OCCUPANT ACCEPTS SUCH LEASED SPACE AND FACILITY AS IS AND WITH ALL FAULTS.**

24. **ENTIRE AGREEMENT CLAUSE:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto, or modified pursuant to the provisions of Paragraph 15 above.

25. **HEADINGS:** The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in construing this agreement nor in ascertaining the intentions of the parties.