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**LEASE AGREEMENT FOR STORAGE UNIT**

This lease agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[date of agreement]*, betweenSuds Monkey Wash and Storage, Ltd. of PO Box 24, Albany, Ohio 45701, hereinafter referred to as “Lessor” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Lessee]* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[address of Lessee]*, herein after referred to as “Lessee”

**SECTION ONE: STORAGE UNIT**

Lessor, by this lease, leases to Lessee, and Lessee leases from Lessor, Storage Space No. \_\_\_\_\_\_*[number of storage space]*, located at the Lessor’s storage facility, located 6100 School Road Albany, Ohio 45701. The storage space has an approximate dimension of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SECTION TWO: AMOUNT OF RENT**

Lessee shall pay Lessor a monthly rent of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[dollar amount of rental]*, with each payment being due by the first day of the month. The first payment, on a prorated basis to the first day of the following month, is due, from Lessee, upon execution of this lease agreement. There shall be no refund on any monthly rental for a lease terminated before the end of the month.

**SECTION THREE: SECURITY DEPOSIT**

In addition to the monthly rental provided for in this lease, Lessee should provide Lessor with $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[dollar amount of security deposit]* as a security deposit for Lessee’s faithful performance of the lease. This security deposit shall be returned to Lessee, within 30 days of Lessee’s full faithful performance of this agreement or termination of the tenancy under this lease, less any amount due for by Lessee for damages. Lessee shall pay this security deposit to Lessor upon execution of this lease agreement.

**SECTION FOUR: TERM**

This lease agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[first date of the lease]* and shall continue on a month-to-month basis until terminated by:

1. Either Lessor or Lessee providing written notice to the other party of their intention not to renew this month –to-month tenancy at least thirty (30) days prior to the periodic rental date.
2. by the mutual agreement of the parties;

**SECTION FIVE: ALTERATIONS AND CONDITION**

Lessee shall not make any alterations to the premises without the written consent of Lessor. Lessee shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse, and shall not store any live animals, explosives, gasoline, or other flammable materials in the premises. Lessee shall, at the termination of this agreement, leave the premises in a clean condition.

**SECTION SIX: USE OF THE PREMISES**

Lessee shall use the premises only for the storage of goods and commodities stored for any lawful purpose and in the possession of Lessee through lawful means. Lessee expressly shall not have the right to store any items which are unlawful to be possessed by Lessee, nor shall Lessee store any flammable, explosive, or dangerous materials or illegal drugs on the premises. Further, Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use the premises for any commercial, industrial, retail, promotional, manufacturing or distributional purposes. The storage unit is intended for the sole and exclusive use of passive storage of property owned or lawfully in the possession of Lessee. Under no circumstances shall Lessee use the premises as a residence.

**SECTION SEVEN: LIEN**

As provided in [Section 5322.02 of the Ohio Revised Code](http://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000279&cite=OHSTS5322.02&originatingDoc=Ibbd11bf5e80e11d98afd88dd0d56930d&refType=LQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Default)), Lessor shall have a statutory lien for the payment of charges that are due and unpaid by Lessee. Lessor’s lien applies to all personal property stored under the terms of this lease agreement in the above-mentioned storage unit. Should Lessee be in default of this agreement, after proper notice and demand for payment is provided to Lessee, as required by statute, Lessor may sell the personal property held in the premises by auction. Under such circumstances, Lessor shall credit the net proceeds against any amounts due under this lease. Lessee shall further be liable to Lessor for any costs incurred as relating to any such auction.

**SECTION EIGHT: LIABILITY AND INSURANCE**

This lease agreement is made on the express condition that Lessor shall be free from all liability and claims for damages by reason of injuries (including personal injury) of any kind to any persons, including Lessee, or any property of any kind, from any cause or causes while in, upon, or in any way connected with the leased premises, during the term of this lease agreement or any extension of it. No bailment is created by this lease agreement.

Lessee agrees to save and hold Lessor harmless from any liability, loss, cost, or obligation on account of, or arising out of, any injuries or losses however occurring. Lessee may as Lessee’s sole expense, maintain insurance on the property stored in the storage unit, and Lessor shall not be responsible for theft or damage, if any, to the property caused by fire, water, or from any cause whatever. Lessee agrees to store no more than $5,000.00 in property in the leased premises without first obtaining written permission from Lessor and obtaining proof of insurance for this property. Lessor shall have the right to enter into and upon the leased premises at reasonable times for the purpose of inspecting the condition of the property.

**SECTION NINE: DESTRUCTION OF PREMISES**

In the event the leased premises is damaged by fire or other casualty during the term of this lease agreement, and the leased premises is rendered untenantable, either Lessor or Lessee may cancel this agreement by written notice delivered to the other. Upon cancellation, rent shall be paid only to the date of the fire or casualty. Lessee shall be held harmless by Lessor for damages to the premises occasioned by the fire or casualty, unless the fire or casualty is the result of the acts or conduct of Lessee.

**SECTION TEN: COURT COSTS AND ATTORNEY’S FEES**

In the event any action is instituted at law to enforce any covenant contained in this lease agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by Lessee, Lessee shall be liable to Lessor for any court costs and reasonable attorney’s fees incurred.

**SECTION ELEVEN: DELINQUENT PAYMENTS AND DEFAULT**

Rental payments shall be due from Lessee on the first day of each calendar month. In the event that rental payment is not received by the 4th day of the month in which the payment is due, such rental payments shall be considered as delinquent, and, in addition to the rental payment then due, there shall be due from Lessee an additional service charge of $20.00 to reimburse Lessor for the cost of bookkeeping and other administrative services. Lessee’s failure to tender the rental payment, along with any late fees, by the10th day of each calendar month shall also constitute a basis for termination of this lease agreement. A default of the lease agreement shall further occur should Lessee violate any other condition of this lease agreement, and fail to cure such condition within seven (7) days of Lessor notifying Lessee of this violation. If the lease agreement is terminated by Lessor for failure of Lessee to pay the monthly rental or fulfill any other obligations of Lessee, then Lessor shall have the right to immediately enter the leased premises and remove all of the property of Lessee. Under these conditions, Lessor may store the property at Lessee’s sole expense, and / or may sell that property in order to satisfy the lien provided for in this lease agreement.

Late payments or defaults shall give the right to Lessor to lockout Lessee from the premises. Lessee shall be required to pay a reinstatement fee, as further described below, in order to regain access to this unit after a lockout has occurred.

**SECTION TWELVE**: **ADMINISTRATIVE FEES.**

Lessee consents and agrees to pay Lessor, the following administrative fees:

1. A $20.00 processing fee for new leases. This fee is due upon execution of this lease agreement;
2. A $20.00 late fee as further described in Section 11 of this lease agreement;
3. A $50.00 maintenance fee for cutting any lock off the storage unit;
4. A $50.00 service change for any check that is returned for non-sufficient funds.
5. A $100.00 service charge to reinstate this lease agreement after a default has occurred by Lessee, and Lessor has changed the locks on the storage unit.

**SECTION THIRTEEN: NOTICES AND CONTACT INFORMATION**

Any notices required by this lease agreement must be given by certified mail, or sent by first-class mail with a certificate of mailing, to the parties at the addresses set forth below or such other address of which the parties may notify each other in writing during the course of the lease:

Lessor’s Address: Suds Monkey Wash and Storage, Ltd.

 PO Box 24

 Albany, Ohio 45710

Lessor’s Phone Number: (740) 592-2058

Lessor’s e-mail address: lawnmastersandmore@hotmail.com

 Lessee’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee’s Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee’s e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S**ECTION FOURTEEN: DESCRIPTION OF PROPERTY AND LIENHODERS**

The property being stored by Lessee, in the leased premises, is described as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Lessee represents and warrants that Lessee is the owner of the above listed property list, or has the right to be in possession of this property. Lessee further represents and warrants that this property is free and clear of all liens, and secured interests, with only the following exceptions:

 Items\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lien holder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lien holder’s address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Items\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lien holder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lien holder’s address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Items\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lien holder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lien holder’s address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION FIFTEEN: ACKNOWLEDGMENT OF RECEIPT OF AGREEMENT**

Lessor and Lessee acknowledge that they each have received a copy of this lease agreement.

**SECTION SIXTEEN: ENTIRE AGREEMENT**

This lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises. No subsequent alteration, amendment, change or addition to this lease agreement shall be binding upon either party unless reduced to writing and signed by both parties.

**SECTION SEVENTEEN: GOVERNING LAW**

The laws of the State of Ohio shall govern this lease, and Athens County Courts shall have exclusive jurisdiction of any controversy.

**Signature of Lessor:**  **Date:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

On behalf of Lessor

Suds Monkey Wash and Storage, Ltd.

**Signature of Lessee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

On behalf of Lessee