



2583 OLD SALT CREEK
HIGHWAY CASPER,
WYOMING 82601
307-337-2211

STORAGE UNIT RENTAL CONTRACT

Occupant Information

Name:

Drivers License #:

Address:

Phone #:

Email:

Current Employer:

Are you 18 years or older?

Are you or your spouse/partner currently in the military?

If yes, please provide details:

Persons other than occupant authorized to enter unit:

Name:

Name:

Relationship:

Relationship:

Phone #:

Phone #:

Emergency Contact Name:

Emergency Contact Phone Number:

Safe and Secure Storage, LLC ("Owner") agrees to lease to Occupant Unit No. storage facility ("Storage Facility"), size

("the Unit") of the self-

on the following terms and conditions of the Storage Unit Rental Contract ("Agreement"):

1. TERM.

This Agreement is entered into by the above-named Occupant and Owner for the Unit. The Unit is to be occupied and used for the purposes specified herein beginning on:

and continuing month-to-month until terminated or revised. The MINIMUM length of term shall be ONE MONTH.

Owner reserves the sole and absolute discretion to decline to renew this Agreement for any or no cause. Occupant agrees to immediately vacate upon demand, or upon failure to comply with or breach of any term or covenant of this Agreement. Owner may modify, add or change any terms of this Agreement upon giving Occupant at least thirty (30) days written notice, and Occupant shall thereafter be bound to said modifications, additions or changes unless Occupant elects to terminate this Agreement and vacate the Unit within the thirty (30) day period. Occupant's occupation of the Unit after the thirty (30) day notice period shall constitute acceptance of all changes in terms.

2. OCCUPANCY CHARGES.

(a) Rent and sales tax: Occupant shall pay Owner monthly rent in the amount of \$

on the 1st day of each calendar month at Owner's address set forth above, without notice, demand, deduction or offset. No monthly invoices will be sent.

(b) Late charge: If Occupant does not pay in full any monthly payment before close of business on the 10th day of the month, a late fee of \$10.00 per day will be charged beginning on the 11th. Unless as may be otherwise agreed by Owner, Occupant will be denied access to the property and the Unit until all past due balances are paid in full.

(c) Lock cutting fee: The administrative charge for lock cutting is \$50.00.

(c) Returned checks: If any of Occupant's checks are returned for any reason, Occupant shall pay Owner, on demand, a service charge of \$50.00 for each check that is dishonored for any reason.

(d) Clean-up charge: If Occupant does not return the Unit to Owner in "broom clean" condition, Occupant shall pay Owner, on demand, a minimum \$100.00 clean-up charge. All items in abandoned units will be disposed of at an additional cost of \$200.00, invoiced to, and paid by, Occupant.

(e) Lien sale preparation fee: Occupant shall pay a \$100.00 lien sale preparation fee to Owner any time Occupant's account is in default for a period of thirty (30) days or more.

(f) Lock-Out Fee: Occupant shall pay a lock-out fee of \$50.00 at any time when rent is past due. Late rent must be paid in full and checks clear the bank before the Unit will be opened.

(g) Interest: Any unpaid balance, including late charges, will bear interest at the rate of eighteen percent (18%) per annum (1.5% per month).

3. SUBLET OR ASSIGN.

Occupant shall not sublease or assign the Unit or any part thereof without prior written permission from Owner, and any attempt to sublet or assign without Owner's prior written permission shall be void and shall constitute an event of default.

4. DEFAULT BY OCCUPANT.

Time is of the essence. If Occupant fails to pay the rent when due, fails to perform, in a timely manner, any term, covenant or condition of this Agreement, or fails to vacate the Unit promptly upon expiration of this Agreement, then Occupant shall be in default. If Occupant is in default for any reason, Owner shall have, and is hereby granted the following rights:

a) To over-lock the Unit, without notice, thereby denying Occupant access to the personal property located therein, and to pursue all other remedies afforded to Owner pursuant to law.

b) To enter the Unit and inspect the contents, relocate the contents to another storage space or place the lock of Owner thereon until Unit contents are disposed of by Owner pursuant to law.

c) Occupant hereby GRANTS AND CONVEYS to Owner and its successor and assigns a voluntary lien upon all personal property located within the Unit to secure payment of any rent, materials, labor, costs, fees or other charges, present and future, in relation to or arising out of the storage of any personal property in the Unit and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to law. The lien attaches as of the date there is any default by Occupant and continues so long as Owner retains possession of the personal property or files a lien statement and until the default is corrected, or a sale is conducted, or the property is otherwise disposed of to satisfy the lien.

5. ABANDONMENT LOCK.

Occupant shall supply its own lock and is restricted to only one lock per door. In the event Unit remains unlocked, Owner shall have the right to secure the Unit with a lock of its own. Occupant shall not abandon the Unit at any time during the term of this Agreement. If Occupant shall abandon the Unit or be dispossessed by the process of law, or otherwise, then Owner shall have the right to take immediate possession of and re-enter the Unit. Any time Occupant's Unit does not have a lock on it, Owner may assume that the Unit has been abandoned, and the Unit will revert to Owner, even though Occupant's rental is paid. Occupant is responsible for rental to end of the Agreement term, even if Occupant's Unit has been abandoned and re-rented by Owner. Occupant shall give Owner thirty (30) days prior written notice before vacating.

6. USE; COMPLIANCE WITH LAWS.

The Unit may be used only for the storage of personal property allowed by Owner. No human may inhabit, and no animal may be kept in the Unit. Occupant may not operate any business, produce any goods or provide any services in the Unit or at the Storage Facility. Occupant shall immediately dispose of all trash, rubbish, and refuse. Nothing may be stored outside the Unit. Occupant shall not generate, release, store, or dispose of in or around the Unit any flammable, corrosive, organic, biological, chemical, odorous, noxious, or other dangerous or hazardous materials or any item that may spill or leak, including any leaks from stored vehicles. No petroleum products, chemicals, ammunition, fireworks or drugs or products of an illegal nature in violation of the Patriot Act are to be stored in the Unit or brought to the premises. The Unit shall not be used for any unlawful purpose and will be kept in good condition by Occupant. No property shall be stored in the Unit unless Occupant has the full legal right to have that property in Occupant's possession. No property that is illegal or could be used, in Owner's sole judgment, for illegal purpose shall be stored in the Unit. Owner and Occupant agree that Owner is not in the warehouse business, nor does any landlord and tenant relationship exist between Owner and Occupant. Occupant shall not store in or around the Unit any items which shall be in violation of any order or requirement imposed by any governmental body or do, or cause to be done, any act which creates or may create a nuisance in or upon or connected with the Unit during the term of this Agreement or any renewal or extension thereof. Occupant agrees that regardless of what property is placed in the Unit, it is agreed that the total value of all property in the Unit shall not exceed \$1,000.00. Occupant shall not conduct in, about or upon the Unit any garage sales, auctions, or any other commercial or retail sales activities. No repairs, maintenance or work of any type or kind shall be done or caused to be done by Occupant in or around the Unit or the Storage Facility

7. NOTICES AND ADDRESSES.

For the purposes of Owner's lien, "last known address" means that address provided by Occupant in this Agreement or the address provided by Occupant in a subsequent written notice of change of address. It shall at all times be the duty of Occupant to promptly furnish Owner written notification of any change of address or phone number or any change of ownership or interest in the property stored in the Unit. Any notice required or permitted under this Agreement or by applicable laws shall be sent to the addresses designated above. Delivery of the notice shall be deemed complete on the date of personal delivery or the date of deposit in the United States mail, prepaid by certified mail properly addressed.

8. CONDITION AND ALTERATION OF UNIT.

Occupant has inspected the Unit and accepts Unit "as is". Occupant shall immediately notify Owner of any fire (or other casualty), defects or dangerous conditions. Occupant shall keep the unit in good order and condition, and shall pay for any and all repairs to the Unit or to the Storage Facility arising out of the negligence or willful misconduct of Occupant, Occupant's agents, employees, licensees, invitees, or contractors. Occupant shall not paint, drill or attach anything to the walls, ceiling, floor, or doors of the Unit or any part of the property. No modifications are permitted, including wall-paneling, door, ceiling and floor.

9. THIRD PARTY INTEREST.

Occupant certifies it has furnished Owner with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property stored in the Unit. The list shall specify each item of personal property and shall identify the third party who owns, leases or has any interest in the property. Occupant shall indemnify and save Owner and Owner's agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner of items of personal property stored in the Unit lease by Occupant in which third parties hold a lien or have any legal interest whatsoever.

10. FIRE; CONDEMNATION.

If fire or other casualty causes damage to the Storage Facility or the Storage Facility is totally or partially taken by way of eminent domain, Owner may terminate this Agreement on written notice to Occupant and, upon such termination, all rent and other sums owing hereunder shall be paid up to the date of the damage or taking.

11. WAIVER.

Owner's acceptance of any total or partial payment of rent or other sum due hereunder shall not be a waiver of any of Owner's rights or remedies.

12. NO BAILMENT.

This Agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lessor/lessee. Owner is not responsible for the safekeeping of the personal property stored in the Unit and is not responsible for any damage to the personal property.

13. WAIVER OF JURY TRIAL.

Owner and Occupant waive their respective rights to trial by jury of any action at law or equity brought by either Owner against Occupant, or Occupant against Owner or Owner's agents or employees, arising out of, or in any way connected to, this Agreement, Occupant's use of the Unit or the Storage Facility. This waiver applies to any claim for bodily injury, loss of or damage to property, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

14. OCCUPANT RESPONSIBILITY.

Occupant acknowledges having inspected the Unit and the Storage Facility and finds them acceptable and in good condition. Occupant shall be responsible for any damage to the interior or exterior of the Unit and for any damage to other property at the Storage Facility caused by Occupant or its guests. Occupant shall at all times maintain the Unit in a neat and orderly manner, and shall remove all trash from the Unit and surrounding areas.

15. SAFETY RULES.

There will be no smoking or drinking in the Unit or anywhere upon the Storage Facility. No semi-trucks, oversized vehicles, or trailers longer than 24' are allowed on the Storage Facility.

16. ELECTRICITY AND HEAT.

It is expressly understood and agreed by the parties that Owner will not provide heat or electricity to the Unit. Occupant shall not install or operate any kind of electrical or heating apparatus in or around the Unit. This includes, but is not limited to, any propane heaters.

17. NO INSURANCE – LIMITATION OF LIABILITY OF OWNER.

Subject to the terms of this Agreement, Occupant must take whatever steps Occupant deems necessary to safeguard the contents of the Unit. Occupant assumes full responsibility for who has access to the Unit. All personal property stored within the Unit by Occupant or located at the Storage Facility shall be at Occupant's sole risk. Owner carries no insurance that in any way covers any loss whatsoever that Occupant may have, or claim to have, by renting the Unit or being at the Storage Facility and, therefore, Occupant must obtain any insurance desired at its own expense. Owner strongly recommends that Occupant secure its own insurance to protect Occupant and the personal property against all perils of whatever nature. Owner shall not be liable to Occupant or Occupant's invitees, family, employees, agents or servants for any delay in access to the Unit or Storage Facility, property damage, or personal injury or death, or loss or damage resulting directly or indirectly from any unauthorized entry, theft, vandalism, fire, water (including ice and snow), flood, wind, earthquake, rain, explosion or any other cause whatsoever, unless the same is due to the willful acts of Owner, its agents, servants or employees. Regardless of the cause of any delay, damage, injury or death, Occupant agrees that Owner's maximum liability shall not exceed \$1,000.00. Occupant acknowledges that Owner does not take care, custody, possession or dominion over the contents in the Unit or at the Storage Facility (except in the enforcement of Owner's rights) and that Owner does not agree to provide protection for the Storage Facility, the Unit or the contents thereof. Owner may have and may operate surveillance equipment for some, all or none of the Storage Facility. The presence or operation of this equipment is exclusively for Owner's purposes and benefit. Owner makes no representations or warranties that any of said equipment will directly or indirectly protect or monitor any Unit or personal property and that any data, video or information from the operation of the equipment shall only be released to Occupant in Owner's sole discretion and on terms acceptable to Owner.

18. INDEMNIFICATION OF OWNER.

Occupant hereby agrees to indemnify and hold harmless Owner from and against any and all expenses (including attorney fees), demands, claims, actions, or causes arising directly or indirectly from this Agreement or any renewal or extension thereof, and from and against any and all manner of claim(s) for damages or loss to personal property or personal injury and costs, including attorney fees, arising from Occupant's or Occupant's guests, invitees or permittees use of the Storage Facility or Unit, or from any activity, work or thing done, permitted or suffered by Occupant or Occupant's guests, invitees or permittees in the Unit or at the Storage Facility, except damages or loss solely and directly attributable to Owner's willful misconduct. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent 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, or arising from, directly or indirectly, such services performed by employees of Owner.

19. ENFORCEMENT OF LIEN.

The lien granted herein to Owner against all property stored in the Unit may be enforced by public or private sale of goods, en block, or in parcel, at any time or place and on any terms which are commercially reasonable after notice to all persons known to Owner to claim an interest in the goods. The notice shall include a statement of the amount due, a description of the types of property subject to the lien, the nature of the proposed sale, a demand for payment within a specified time not less than ten (10) days from receipt of notification and a statement that unless the claimant pays within that time, the goods will be advertised for sale and sold at a public or a private sale in a commercially reasonable manner. The notice shall further include the time and place of any public sale or the date after which a private sale may occur. The notice shall be sent by certified mail, returned receipt requested, to Occupant, to the last address provided by Occupant and to all other persons known to Owner to claim an interest in the property at their last known address. In the event that attorney's fees, costs, or any other expenses are incurred by Owner due to Occupant's default or breach of this Agreement, Occupant hereby agrees to pay said attorneys' fees, cost and expenses whether suit is brought or not.

20. RIGHT OF ENTRY.

Occupant agrees that Owner and Owner's representatives, its employees or agents, and the representatives of any government authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Unit without notice, to take such action as may be necessary to preserve Owner's or Occupant's property in the event of an Emergency, or to comply with any applicable law, or to enforce any of Owner's rights. For the purposes of this Agreement, "Emergency" shall be defined as any event, which jeopardizes the health, safety, and/or wellbeing of any person or the Storage Facility, any of the buildings of the land appurtenant to the Storage Facility or any other property or chattels stored at the Storage Facility.

21. BANKRUPTCY.

In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against it, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action, wherein the use and occupancy of the Unit is in issue, then Owner may, at its option, immediately terminate this Agreement. Occupant shall thereafter have no right, title or interest in or to the Unit. In any event described above, Owner may also, at its option, declare this Agreement to be in default, and pursue all rights and remedies granted in accordance with Paragraphs 13 and 14, above.

22. ABANDONMENT OF PROPERTY.

Any property that remains in the Unit after the expiration or termination of this Agreement shall be conclusively deemed to have been abandoned. Any trash or perishable or valueless items (as determined by Owner) may be immediately disposed of by Owner. Any property that may have value may be retained by Owner as its own property or sold in accordance with the provisions of Paragraphs 4 and 20, above. If any or all of the property is sold, Owner shall retain all proceeds of such sale and apply the same at its option against the expense of reentry and sale, the cost of moving and storage, any arrears of rent and additional charges and any damages which Owner may be entitled to under this Agreement or in accordance with law.

23. EXCLUSION OF WARRANTIES.

The agents and employees of Owner are not authorized to make any promises, guarantees or warranties about the Unit or the facilities and systems referred to in this Agreement. No oral statements by Owner’s agents or employees shall constitute promises, guarantees or warranties, and any such statements are expressly disclaimed and shall not be relied upon by Occupant and are not part of this Agreement.

24. WAIVER.

No failure of or waiver by Owner, its agents, servants or employees, in regard to the enforcement of any covenant, term or condition of this Agreement shall be construed as a waiver of any subsequent breaches or violations of any covenant, terms, or conditions, nor shall it operate to restrict Owner’s right to require strict compliance with the Agreement.

25. ATTORNEY FEES AND COSTS.

In the event that any attorney fees, costs, or any other expenses are incurred by Owner as a result of the non-performance, default, or breach of this Agreement by Occupant, Occupant hereby agrees to pay said attorney fees, costs and expenses in connection therewith and hereby authorizes Owner to pay the same out of any funds of Occupant held by Owner or to which Owner is entitled to by law.

26. ENTIRE AGREEMENT.

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or alterations of the terms of this Agreement. This Agreement may not be modified in any manner, except as explicitly stated herein or by signed agreement of the parties.

27. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, permitted successors and assigns. Owner shall not be required to allow access to the Storage Facility or the Unit to any person claiming a right to Occupant’s property without presentment of a satisfactory legal written instrument.

28. WARRANTY OF INFORMATION.

Occupant warrants all information provided by Occupant is complete, true and accurate at the time of this Agreement. Occupant’s signature below acknowledges acceptance and understanding of the terms and conditions expressed in this Agreement.

29. SEVERABILITY.

The invalidation of any provision herein contained by judgment or court order shall in no way affect any of the other provisions of this Agreement, and said other provisions shall remain in full force and effect.

30. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

OCCUPANT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Occupant Signature:

Date:

SAFE AND SECURE, LLC, OWNER:

Date:

When complete, email form to
info@ssstorageunits.com