

MAIL RENT TO

To assure proper credit, put
unit number on check.

Timberwest Storage

625 Crowell Lane
Lynchburg, VA 24502
Phone: (434) 239-0440
Fax: (434) 237-0642

UNIT NUMBER

DUE ON OR BEFORE

STORAGE RENTAL AGREEMENT - TERMS AND CONDITIONS

Renter Information - Print and Press Hard

SIZE _____ MONTHLY RENT _____ DEPOSIT _____ PROCESSING FEE _____
NAME: _____ EMPLOYER: _____
ADDRESS: _____ ADDRESS: _____
(MUST BE KEPT CURRENT - SEE ITEM #8)
CITY: _____ CITY: _____
STATE: _____ ZIP: _____ STATE: _____ ZIP: _____
HOME TELEPHONE: _____ WORK TELEPHONE: _____
SOCIAL SECURITY #: _____ CAR MAKE: _____ YEAR: _____
CAR LICENSE: _____ STATE: _____
ALTERNATE NAME & ADDRESS: _____
SOCIAL SECURITY #: _____ TELEPHONE NUMBER: _____

- TERMS.** The original terms of this rental agreement shall be for one month beginning on the _____ day of _____, 2 _____ and terminating on the _____ day of _____, 2 _____. At the end of term, this rental agreement shall automatically renew, on the same terms and conditions, on a month to month basis, unless fifteen (15) days prior to the end of the original lease or rental term, written notice is given by either party to the other of its intention to terminate. Renter agrees to vacate upon demand for failure to comply with or breach of any of the terms or conditions of this agreement. There will be no proration at end of lease or refund of unused rent.
- RENTAL.** Rent shall be paid to the above address monthly, in advance and without demand, on or before the above due date of each month. No monthly billing/statement unless \$2/monthly fee is added to rent. MINIMAL RENTAL PERIOD IS ONE HALF (1/2) MONTH. Rates may change from time to time upon written notice given by the owner at least fifteen (15) days prior to the end of the original or any renewal terms. If Owner fails to receive agreed rent at Timberwest Storage within five (5) days of the due date (which includes the due date) a late charge of \$10.00 shall be paid by the renter. If rent is not received within 20 days, an additional late charge of \$20.00 shall be paid. If rent isn't received within 40 days \$20.00 will be charged. Unit access will be denied until rent is paid in full. A \$25.00 service fee for each returned check will be charged and late fee will be added accordingly. Any additional charges shall be payable concurrently with the rent payment for the month in which said additional charge is levied. Renter agrees to pay Owner all expenses, including reasonable attorney's fees and court costs, incurred in the enforcement of any of the provisions hereof, or in the event of any default hereunder by Renter together with all additional costs of sale upon default, including advertisement, lien search, auction, trash removal and/or any other cost incurred.
- RISK OF LOSS.** This rental agreement is made on the express condition that Renter's USE OF PREMISES SHALL BE SOLELY AT THE RENTER'S RISK. Renter acknowledges that Owner does not furnish any security for the leased space nor does Owner make any claims or representations concerning the security of the facility or leased space. Owner shall not be responsible for the theft or disappearance of any property stored in the leased space or for damage caused by fire, water, acts of nature, humidity, dampness, leakage, rodents, insects, explosion, riots, or civil disturbance, collapse of buildings, actions or other occupants, vandalism, loss or failure of electricity or from any cause whatever. Renter accepts the leased space "AS IS" and acknowledges that no heat will be provided. OWNER PROVIDES NO INSURANCE FOR ANY PROPERTY STORED IN THE RENTED SPACE. Renter acknowledges full understanding of these provisions by electing one of the following: ARRANGE FOR OWN COVERAGE: _____ (Initial) TO SELF-INSURE: _____ (Initial)

CERTIFICATION. Renter certifies he/she has read, understands and accepts this complete Rental Agreement including reverse side and agrees that it shall be binding on heirs, personal representatives and successors.

Acceptance Signature: _____ Manager: _____

4. **DEPOSITS.** A deposit shall be paid by the Renter. This deposit shall be held by the owner to insure faithful performance by Renter of all terms of this rental agreement. If the Renter complies with his obligations, the deposit will be returned without interest within 30 days of move out. Owner may deduct all cost and expenses, unpaid rental charges, damages, cleaning, or other charges from the deposit. Should the total deductions authorized exceed the amount of the deposit, Renter agrees to pay the amount of excess. Unless the renter complies with his obligations of giving fifteen (15) days written notice, broom cleans unit and claims deposit, the deposit will be deemed forfeited.
5. **DEFAULT AND LOCK OUT.** Renter shall be in default if rent is not paid when due or violates any other terms or conditions of the Rental Agreement. Owner shall deny Renter access to the rented space until default corrected.
6. **LIEN.** Pursuant to the Virginia Self-Storage Act, Section 55-416 ET SEQ. of the Code of Virginia, Owner has a lien on all personal property stored in the rented space and upon default by Renter, Owner may enforce this lien by selling the property which is stored in the rented space. Renter represents that all of the property stored or to be stored in the rented space is wholly owned by Renter.
7. **RIGHT OF ENTRY.** Owner shall have the right to remove Renter's lock and enter the rented space upon default or for purpose of examining same for violations of law or for violations of this rental agreement, inspecting rented space, or to make repairs or alterations. Owner reserves the right to remove contents to another space. Renter agrees to indemnify and hold Owner harmless for any expenses or loss in connection with such removal and storage.
8. **CHANGE OF ADDRESS.** Renter agrees to advise Owner promptly in writing any change of address or phone number. Changes will not become effective until acknowledged by the Owner. Unit will be overlocked and access denied until current address is given.
9. **RULES AND REGULATIONS.** Renter agrees to abide by all Policy Regulations pertaining to the use of the rented space which from time to time shall be made by the Owner and posted in the area.
10. **USE.** Renter(s) shall use the rented space for the purpose of dry storage of personal property wholly owned by the Renter(s). All parties are responsible for compliance with all terms. Unlawful or dangerous chemicals/materials are prohibited. Renter shall not make any alterations or sublet the rented space or assign this Rental Agreement. The use of the Owner's electricity to power electrical tools, machinery or appliances is prohibited, without the prior written approval of the Owner. Renter shall keep the rented space secured with a lock.
11. **NO BAILMENT.** The care, custody and control of all property stored in the rented space shall remain vested in the Renter and this Rental Agreement in no way creates a bailor-bailee relationship. Owner is not a warehouseman.
12. **SURRENDER.** Upon termination of the Rental Agreement, Renter shall surrender peaceable possessions of the rented space in good condition as it is now, normal wear and tear accepted. All items must be removed and unit broom clean.
13. **ABANDONMENT.** Abandonment occurs if the Renter removes the contents of the rented space or removes the locking device from the rented space, is in default of rent, fails to remove contents of the leased space after the owner has terminated this agreement or is in default of any provision of the Rental Agreement. At Owner's option, this Rental Agreement shall automatically terminate as of the date the Renter abandons the rented space. Any property remaining on the premises after expiration of the Rental Agreement shall be conclusively deemed to have been abandoned and may be disposed of as the Owner may see fit. Abandonment shall cause the rented space to revert to Owner for re-rental.
14. **MODIFICATION.** Owner reserves the right to modify any of the terms and conditions by giving written notice to the Renter at least fifteen (15) days prior to the end of the original or renewal terms.
15. **SEVERABILITY CLAUSE.** If any part of this Rental Agreement is declared invalid, such decision shall not effect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if the Rental Agreement had been executed with the invalid portion eliminated.
16. **ENTIRE AGREEMENT.** This Rental Agreement and addendums contain the entire agreement of the parties and supersedes any prior understanding, written or oral agreements between the parties respecting the within subject matter and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, representations or advertisements, oral or written, not herein contained.
17. **SAFETY.** Renter agrees to abide by 5 MPH speed limit, to avoid blocking traffic flow and to park parallel and no closer than one foot to building.
18. Timberwest Storage has a gated fenced area that only renters and guest are allowed to enter.

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