

WIMPY'S SELF STORAGE RENTAL AGREEMENT

Office Hours: Monday thru Saturday 9am to 4pm

Wimpy's Self Storage

3721 N. Leslie St.
Pahrump, NV 89060
775-727-8585



info@wimpysselfstorage.com
www.wimpysselfstorage.com

Rental Agreement Date: _____

Container/Space Number: _____

Container/Space Size: _____

Monthly Rental Charge: _____

CUSTOMER: (please print)

Name: _____

Address: _____

City: _____

State, Zip: _____

Cell Phone: () _____

Alternate Phone: () _____

I.D.: _____

Email: _____

ALTERNATE CONTACT:

Relationship: _____

Name: _____

Address: _____

City: _____

State, Zip: _____

Alternate Phone: () _____

Authorized for Access: _____

If alternate information is not given, customer must sign: _____

RENT IS DUE THE 1ST DAY OF EACH MONTH.

YOU WILL NOT BE SENT A BILL, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF RENT.

Make all checks payable to: **Wimpy's**

This rental agreement ("agreement") is executed on the date stated above by and between WIMPY'S, LLC., as agent for the Facility's owner ("Operator") and the individual or business listed above (Customer") for the purpose of renting the space listed above (the "Space") which is part of a larger facility (the Facility)". CUSTOMER HAS EXAMINED THE SPACE AND FACILITY AND ACCEPTS THEM "AS IS." Customer acknowledges and agrees the measurements noted for the Facility and the spaces located thereon are an approximation only, that Space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Facility and any reference sizes are approximate, given for illustration only and may vary materially. Operator does not represent or guarantee the safety of the Facility or the personal property stored by Customer. THE RULES AND REGULATIONS POSTED AT THE FACILITY, IF ANY, ARE BY REFERENCE MADE PART OF THIS AGREEMENT, which rules and regulations may be modified by Operator to assist with the operation, safety, and cleanliness of the Facility. The Facility is operated in accordance with state and local laws governing self-storage facilities Nevada where the Facility is located, which are herein incorporated by reference.

TERM, MONTHLY RENTAL AMOUNTS AND OTHER CHARGES

Initials: _____

1. The term of this Agreement begins on the Rental Agreement Date listed above and shall continue on a MONTH-TO-MONTH basis until terminated. Operator reserves the right not to extend or renew this agreement for any cause or no cause whatsoever, and Customer agrees to vacate upon any default by Customer or upon any notice of termination from Operator.
2. The first Monthly Rental Charge and a one-time, refundable, cleaning fee of \$25.00 shall be paid on the Rental Agreement Date listed above. Thereafter, the Monthly Rental Charge shall be due on the 1st day of every month. The monthly Rental Charge will be prorated according to the date that the agreement was signed. If your first day is after the 15th of the month you will pay up front the prorated first month and the next months rent. Customer shall pay Operator at the Facility's rental office with cash, check or credit card or can choose to pay via online invoice with Square Up (secure credit card processing).
3. If Customer does not pay the Monthly Rental charge by the 5th day of the month, the customer shall pay a late fee of \$20.00. The operator may charge a late fee for each month Customer fails to pay the monthly rental charge by the 5th day following the due date. Late fees will be assessed on or after the 5th day following the monthly due date. At the 14th day of being late Operator will lock out Customer and send pre lien notice. On the 28th day of being late the preliminary notice of lien sale letter will be sent. It is agreed to and understood that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Customer's property. The tender of partial payments, if accepted, shall not serve to waive or avoid the legal effect of prior notices given to Customer. Only full payment on Customer's account prior to the commencement of the published auction will stop a scheduled sale of the property.
4. Credit card is Operator's preferred method of receiving payment. If credit card information is provided by Customer to Operator, Customer authorizes Operator to charge Customer's credit card on the 1st of every month, including other fees. As applicable unless otherwise directed by Customer. It shall be Customer's sole responsibility to provide Operator with accurate, current and working credit card information. The failure to provide such may result in non-payment of monthly Rental charges and other accrued charges, allowing Operator to sell Customer's personal property pursuant to Section 20 below. It shall be Customer's sole responsibility to verify that payments are made and by what method payments are made.
5. Any checks returned for insufficient funds will result in a \$35.00 service charge to Customer, and the returned check amount and service charge must be repaid by cash, credit card, or money order. Customer shall not be permitted to pay with a check after two checks have been returned for insufficient funds.

DELINQUENT FEE SCHEDULE:

Late fee: \$20.00 Returned check fee: \$35.00 Lock cut fee: \$25.00 Pre lien notice (first notice): \$25.00 Lien sale fee: \$25.00	Notice of Auction sale: \$45.00 Auctioneer fee: \$150.00 Advertising fee: \$100.00 Abandoned goods fee: \$250.00 Cleaning fee: \$50.00
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ACCESS

6. Customer shall have 24 hour access to the Container or Space. The Office hours are 9 am - 4 pm, Monday thru Saturday, closed Sunday. After hours or Sunday appointments are available by calling XXX-XXX-XXXX.
7. Customer shall provide one lock for the rental space sufficient to secure Customer's personal property. Customer shall not provide Operator or Operator's Agents, authorized representatives and employees (collectively Operator's Agents") with a key to Customer's lock.
8. Customer grants Operator and Operator's Agents or any governmental authority access to space: a) upon three (3) days prior written notice, b) upon default of the agreement by Customer for thirty (30) days, c) in emergency circumstances (defined as imminent injury to persons or property), or d) as required by law. If Customer fails to grant access, Operator, Operators Agents or the agents of of any governmental authority shall have the right to remove Customer's lock and enter the space to examine the contents, to make repairs or alterations, to take reasonable steps to preserve the Space, to comply with the law, or to enforce Operator's rights; including the right to relocate Customer's belongings if necessary.
- 9) Customer shall safeguard any property stored at the Facility. It is Customer's sole sensibility as to those persons who are given access to Customer's Space and Operator shall not be liable for anyone other than Customer entering the Space Unless by Operator's gross negligence.

LIMITATIONS ON USE OF THE SPACE AND FACILITY

Initials: _____

10) Customer shall not make or allow any alterations to the Space. Customer agrees that the Space and Facility shall be used solely for the storage of personal property. Customer shall not loiter about the Facility, spend excessive or unnecessary time in or around the Space or interfere with the use of the Facility by other customers of Operator. Customer shall not use the Space for any unlawful purpose and expressly agrees not to use the Space for human or animal habitation. IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE. Customer shall not store in the Space or at the Facility anything to which any other person or business has right, title, or interest. Customer represents and warrants that there are NO LIENS OTHER THAN OPERATOR'S LIEN UPON THE PROPERTY STORED. A Lienholders Addendum to this Agreement must be completed if there are any lienholders on any stored property and for each stored vehicle, absent which such vehicle will be deemed unauthorized and be subject to removal from the Space and Facility. The storage of food and any perishable goods is strictly prohibited. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT CUSTOMER SHALL NOT STORE OR USE IN THE SPACE OR AT THE FACILITY ANY HAZARDOUS OR TOXIC MATERIALS OR ANY INHERENTLY DANGEROUS OR FLAMMABLE SUBSTANCE. Storing items that may melt or be adversely affected by heat is not recommended.

11) Customer agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works collectibles or other irreplaceable items having special sentimental or emotional value to Customer and Customer agrees not to store said items. Customer hereby waives any claim for sentimental or emotional value for Customer's property that is stored in the Space or at the Facility.

LIMITATION OF OPERATOR'S LIABILITY AND INDEMNITY

13) OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK. _____ initial

14) Operator and Operator's Agents shall not be liable to Customer for any damage or loss to any person or property at the Facility and to any property stored in the Space, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, mold, mildew, water, rain, rodents, insects, acts of God, partial or sole negligence or failure to act of Operator or Operator's Agents, except for damage or loss resulting from Operator's fraud, gross negligence or willful violation of law. Customer shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in the Space or at the Facility arising in any way out of Customer's use of the Facility, even if such damage or loss is caused entirely or in part by the negligence of Operator or Operator's Agents. Operator and Operator's Agents and employees shall not be liable whatsoever to any extent to Customer or Customer's invitees, family employees, agents or servants for any personal injury or death arising from Customer's use of the Space or Facility from any cause whatsoever including, but not limited to, the active or passive acts, omissions or negligence of Operator or Operator Agents.

15) Operator's Agents are not authorized or permitted to make any warranties about the Space or the Facility. Operator's Agent's ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Customer. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

INSURANCE

16) CUSTOMER SHALL MAINTAIN COMPREHENSIVE INSURANCE COVERAGE OF AT LEAST 100% OF THE ACTUAL CASH VALUE OF ALL PERSONAL PROPERTY STORED IN THE SPACE AGAINST DAMAGE BY WATER, FIRE EXTENDED COVERAGE PERILS, VANDALISM AND BURGLARY. SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS. TO THE EXTENT CUSTOMER DOES NOT MAINTAIN INSURANCE FOR THE FULL VALUE OF THE PERSONAL PROPERTY STORED, OR FAILS TO MAINTAIN INSURANCE AT ALL, CUSTOMER BEARS ALL RISK OF LOSS OR DAMAGE. Customer hereby releases Operator and Operator's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's Agents in connection with any damage which is or would be covered by any such insurance policy. CUSTOMER'S PERSONAL PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OPERATOR AGAINST LOSS OR DAMAGE. _____ initial

OPERATOR'S LIEN AND RIGHT TO ENFORCE UPON NONPAYMENT

17) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S PERSONAL PROPERTY STORED AT THE FACILITY WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OPERATOR FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF CUSTOMER'S STORED PERSONAL PROPERTY. OPERATOR MAY AUCTION

Initials: _____

CUSTOMER'S PERSONAL PROPERTY PURSUANT TO NRS# 108.4753, NRS# 108.4763, and NRS# 108.477 AFTER GIVING CUSTOMER REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. CUSTOMER AGREES THAT ANY SPACE ADVERTISED FOR AUCTION USING AN ONLINE AUCTION OR LIVE AUCTIONEER PROVIDER IS DEEMED TO BE A COMMERCIALY REASONABLE MANNER.

Operator may enforce Operator's Lien by auctioning Customer's stored personal property at public sale, in accordance with the provisions of applicable law, and apply the net proceeds from such sale to the payment of all sums due to Operator. This remedy is cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. It is further understood that the date of sale of Customer's property pursuant to this section, if applicable, shall constitute the date of termination of this Agreement. In the event of a foreclosure of Customer's interest in the Space, it is understood and agreed that the liability of Customer for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. Operator may use a collection agency to secure any remaining balance owed by Customer after the application of sale proceeds, if any.

18) Any time prior to auction commencement, any person claiming a right to Customer's lien property may stop the sale by paying in full in the form of CASH ONLY, all amounts owed. Upon release of such property to the payor, Operator shall have no further liability to any person for the lien property.

EVENT OF DEFAULT

19) If Customer shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, or in the event Customer files a voluntary petition in Bankruptcy or suffers a petition in involuntary bankruptcy to be filed against him/her, Customer shall be deemed in default in the performance of this Agreement, except as limited by law. Nothing contained in this Agreement shall be construed as limiting Operator's rights and remedies as provided under the laws of the state where the Facility is located. In the event of a default, and without prejudice to any other remedies, Operator may (a) terminate this Agreement, or (b) seize and auction the personal property pursuant to Section 17 above.

TERMINATION OF THE AGREEMENT AND VACATING THE SPACE

20) Customer must provide Operator ten (10) days written notice prior to vacating the Space and terminating this Agreement. Operator shall not be required under any circumstance to refund Customer's first month's rent or other charges paid at the time of execution of this Agreement. In addition, Operator shall not be required to prorate Monthly Rental Charges if Customer gives notice of termination to Operator and the termination date occurs during a Rental Month for which Customer already paid the Monthly Rental Charge. However, if Customer's notice of termination includes a date of termination that is to occur during a future Rental Month, Operator shall prorate the Monthly Rental Charge for the Rental Month Charges so long as Customer has not occupied the Space for any portion of the prepaid Rental Month as the time termination.

21) If Customer is in default under this Agreement, or for any other reason, Operator may terminate this Agreement by giving Customer (15) days written notice.

22) If Customer or Operator terminates this Agreement as provided above, Customer agrees to move out and completely vacate the Space on or prior to the anticipated termination date. Customer shall leave the Space in the same condition as delivered to Customer. Any property left behind will considered abandoned property and Operator may dispose of such in manner that Operator sees fit. If Operator is forced to dispose of any abandoned property or forced to clean the Space, Operator may charge Customer as reasonable cleaning fee, which shall be an amount no less than \$50.00. Upon Customer's notice of termination, Operator may consider this Agreement terminated and may rent the Space anytime after the notification date provided. Customer shall be deemed to have conclusively abandoned all property which remains in the Space or on the Project after the termination of this Agreement, upon default of this Agreement for thirty (30) days, or when Operator concludes based upon other reasonable considerations, including, but not limited to an unlocked Space, that Customer has abandoned Customer's property and the Space.

AMENDING THE AGREEMENT

23) All terms in this Agreement are SUBJECT TO CHANGE upon thirty (30) days written notice to Customer, including but not limited to, and without limitation, Monthly Rental Charges, late fees and other charges. Upon receiving notice of Operator's pending change(s) to this Agreement, Customer may terminate this Agreement on or before the effective date of such change by giving Operator written notice within ten (10) days of the change taking effect. If Customer does not give such notice of termination, the change shall become effective on the date stated in Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.

Initials: _____

NOTICE

24) Customer shall notify Operator of any change in Customer's address or phone number within ten (10) days of the change. Such notifications shall be (a) by certified mail, return receipt requested, postage prepaid, (b) delivered in person at the Facility's rental office sent from Customer via electronic mail so long as the change of address request originates from the email address Operator has on file for Customer, including the email address provided in this Agreement if applicable. Failure by Customer to notify Operator shall constitute a waiver by Customer of any defense based on failure to receive any notice.

25) Customer recognizes it is entering into a business relationship with Operator and to the fullest extent permitted by law, expressly consents to Operator contacting Customer via phone, email or text messaging for purposes relevant to Customer's account or services related to Operator's business. Customer should review Customer's phone/text plan with its servicer to see if text messages fees or data service rates apply and Customer agrees to accept such charges if applicable. Except as otherwise required by law, or as otherwise provided for in this Agreement (or updated electronic email address per separate notification as applicable) or by pre-paid first class U.S. Mail to the last known address of the party to be served, as contained in this Agreement. Such notice or demand shall be complete at on the date sent to Customer's email address list on this Agreement (or updated email address per separate notification as applicable), if personally delivered (including email), or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service.

MISCELLANEOUS

26) **Agreement to Arbitrate:** By initialing below, Customer agrees that, pursuant to the Arbitration Provision on the Addendum to Agreement, either Customer or Operator may elect to resolve any dispute by neutral, binding arbitration, on an individual basis only, and not by a court action, subject to the exceptions and terms set forth in the Arbitration Provision. Please refer to the Arbitration Provision for additional information concerning the agreement to arbitrate.

27) Customer shall not assign, sublease or jointly occupy the Space or any portion thereof without in each instance obtaining the prior written consent of Operator.

28) All of the provisions of this Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

29) Operator and Customer hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either Operator against Customer or Customer against Operator arising out of or in any way connected with this Agreement, Customer's use or occupancy of the Space and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation. Operator and Customer agree that no arbitration, small claims court proceedings or any other actions or proceeding shall be brought against Operator or Customer more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

30) If Customer is not an individual, the undersigned warrants that he or she is an authorized agent of Customer.

31) This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between Operator and Customer not embodied herein shall be any force or effect (except for written addenda agreed to between the parties).

32) Breach of covenant: A breach of any of the covenants or conditions of this agreement by Customer shall, the the option of the Operator, terminate this agreement and at which time said agreement shall become null and void.

33) Indemnify and hold harmless: The Customer agrees to indemnify and hold harmless the Operator from any and all costs, disbursements, expenses (including attorney's fees), demands, claims, actions, or causes of action arising directly or indirectly from this agreement or extension thereof.

34) Waste, Quiet, Conduct, Maintenance: Customer shall not leave any waste upon the premises. Trash receptacles are for the use of the FACILITY only! Customer shall not create a nuisance or noise which may disturb another customer. No unattended children. Children must be supervised at all times by an adult.

No person or animal shall ever be locked in or remain in a container with its doors closed. Under no circumstance should a person or animal remain in a hot container.

35) No operating of business: Storage space is to be used for passive storage only; no assembly, sales, or mechanical work is to be performed on the premises.

36) No vehicle repair: No vehicle repair shall be performed on the premises. Only jump starts, airing of tires, and very basic measures may be taken to get a vehicle started.

37) Parking: The Customer agrees that parking shall be permitted only in the areas provided and that no parking shall be permitted overnight. Loading and unloading of vehicles shall not be done in such a way as to block access to other storage spaces and shall be accomplished as quickly as possible. This rental agreement does not include the storage of vehicles outside of the leased space.

38) Attorney's fees: 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 space or facility for any default or breach of this

Initials: _____

