

PLEASE MAKE CHECKS OUT TO **AARE**. THANK YOU

AARE / BESS STORAGE LEASE AGREEMENT

30 DAY WRITTEN NOTICE

SEND PAYMENTS TO:

All American Real Estate, Tremonton
755 East Main Street
Tremonton Utah 84337

PHONE:

(435)257-5456

perfectfitre@gmail.com

INITIAL _____

Online Payment Website: **

allamericanlistings.storageunitsoftware.com

**username and password given upon request

LOCATION OF STORAGE UNITS:

Bess South Storage
350 East Main
Tremonton Utah 84337

Bess Storage (All American Real Estate, Tremonton)
755 E Main Street
Tremonton Utah 84337

This agreement is made and entered in on _____ between BESS STORAGE/ All American Real Estate, Tremonton hereinafter referred to as "Lessor" and:

Name(s) _____

Drivers License: _____

Employer: _____

Street Address: _____

Work Phone: _____

Mailing Address: _____

Nearest Relative-**NOT LIVING WITH YOU** (name,address,phone#)

City: _____ State: _____ Zip: _____

Name: _____

Phone: _____

Street Address: _____

Cell Phone: _____

Mailing Address: _____

Email: _____

City: _____ State: _____ Zip: _____

Phone: _____

email required if online payment method requested.

Hereinafter referred to as "Tenant".

WHEREAS, Lessor desires to lease to Tenant and Tenant desires to from Lessor,

_____ 5' X 11' Storage Unit _____	\$30.00
_____ 10' X 16' Storage Unit _____	\$65.00
_____ 13' X 12' Storage Unit _____	\$65.00
_____ 12' X 28' Storage Unit _____	\$90.00
_____ 12' X 30' Storage Unit _____	\$90.00

UNIT #: _____

Month: _____

Rent: _____

TOTAL AMOUNT PAID: \$ _____

Prorated? Y / N

Located in Bess Storage (All American Real Estate, Tremonton) of Tremonton Utah, it is herein agreed as follows:

1. Lessor hereby leases to Tenant, the premises described above for an unspecified term beginning _____ and ending upon a **30 day notice by either the Tenant or Lessor.**
2. Tenant agrees to pay the rent in equal monthly installments of \$ _____ on or before the 1st of each month, to the address of Bess Storage (**AARE**) as stated above. **Payment received after the 1st of each month must include a \$5.00 late fee plus \$1.00 per day until paid in full. Other fees to be added if not paid by the 5th.**
3. Tenant agrees to pay for all costs in recovering overdue rent (*Collection Fees*, mileage, phone, mail, court cost, attorneys fees, etc..)
4. **Any storage unit not paid in full by the 6th of the month will be "locked down" and a \$10.00 fee will be added to the amount due!**
5. If Tenant is 30 days late in making rental payment, all articles stored in the premises may be sold or otherwise disposed of.
6. Tenant shall disclose to Lessor any and all lien holders who posses liens on the property that will be stored in the premises.
7. If Tenant's address changes from the address stated above, Tenant shall notify Lessor of the new address in writing.
8. Tenant agrees to use the premises exclusively for the storage of personal property or merchandise etc., owned by **Tenant only** and for no other use. No person/s or animals shall live in or occupy the storage unit or stay for extended periods of time on the property. IT IS AGAINST THE LAW. This unit is for personal property storage, not for any type of personal shelter for any reason.
9. Tenant understands and agrees that the use of electricity for freezers, refrigerators and other appliances is not allowed.
10. Tenant shall not store items outside the buildings, nor dispose of any trash on the premises.

11. Tenant shall not store, or have in the premises, any its that are flammable, hazardous or that constitute hazardous waste.
12. Tenant agrees not to commit a nuisance on premises such that the comfort or safety of occupants is compromised in adjacent units or buildings.
13. Lessor is not responsible for any loss or damage due to fire, **theft**, water, wind or any cause whatsoever to the Tenant's property, nor is Lessor required to carry any insurance to cover any losses or damage due to the fire, theft, water, or any cause.
14. **Tenant, at his own expense, shall obtain his own insurance, if desired, for property stored in said premises.**
15. If Tenants fails to pay rent as outlined herein, Lessor shall have the right to deny Tenant access to the premises until Tenant pays the amount due ***IN FULL***.

15a. TENANT AT NO TIME SHALL DOUBLE LOCK THEIR UNIT! \$35 lock removal fee will apply

16. Tenant agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises, or which Owner of said premises may hereafter any anytime elect to place upon said premises.
17. Lessor and Tenants agree that this lease, when filled out and signed, is a binding legal obligation.
18. Lease constitutes the entire Agreement between the parties hereto.

Lien: In accordance with Utah law, Management and Owner possess a lien against the personal property stored pursuant to this Agreement for rent, labor and other charges in relation to the personal property that have become due and for expenses necessary for the preservation of the personal property or reasonably incurred in the sale or other disposition of the personal property under law. This lien may be foreclosed in accordance with provisions Utah law 38-8-3, and the personal property sold to satisfy the monetary claims of Management which have accrued. In the event of default giving rise to the assertion of personal property lien, Management may deny to Occupant access to the personal property contained in the storage facility after default and after notice thereof.

Expiration of Term: This Rental Agreement is designated as a month-to month agreement. Either Management or Occupant may terminate the Agreement by providing no less than Thirty (30) days advance written notice to terminate the Agreement. Delivered by person or by mail the address given above. Management shall have no obligation to provide any prorated rent refunds in the even the premises are vacated by Occupant prior to the end of any month prior to the end of any month for which the rental payment has been paid. This rental Agreement shall automatically terminate in the event of Occupant's default in payment or performance herunder, subject only to prompt complete care of any such default.

Care of Leased Space: Occupant shall keep the leased space in good condition and repair, subject only to reasonable wear and tear. Occupant may not make any alteration to the leased space without the prior written consent of Management. Occupant has accepted the space in a broom-clean condition, and is required to leave the space in a broom-clean condition at the termination of the Agreement. Occupants that places any lock upon the entry to the leased space must provide Management with a key or combination to Occupant's lock to enable Management to exercise Management's right to enter the space at reasonable times to inspect, clean repair, alter or improve the leased space, or at any time, in case of emergency. Management may relocate Occupant's stored personal property in order to accommodate repairs and/or improvements. Management will not otherwise unreasonably interfere with occupant's use of the leased space provided that Occupant is not in default.

Move Out: Occupant shall at or before the end of ***Thirty (30) days advance written notice*** to terminate the rental term or renewal period. Must vacate the space completely. Occupant must remove any locks and deliver by mail or in person a written notice to management that the Occupant has removed all contents and debris. Notice also must certify that the space is "broom clean". ***All Personal Property must be removed at move out or additional Rent may accrue \$35 per hour (minimum 1 hour)***, plus costs including any disposal fees if Owner must remove any Personal Property and/or clean the Space.

Occupant will also pay for damage caused by Occupant, Or Occupant's employees,agents,delivery,persons,family guests, or their animals to the space rented or to any other real personal property located at the facility or used to connect with it.

Exclusion of Warranties: Management's agents and employees are not authorized to make warranties about the leases space or facility. Oral statements given by Management, Management's agents or employees, are not warranties. No such oral statements are a part of the Agreement. The entire Agreement and contractual undertaking between parties is contained in this written Agreement. Any implied warranties of merchantability or fitness for a particular purpose, and all other warranties, expressed or implied, are excluded from this transaction, and do not apply to the leased space or the premises.

Miscellaneous: *This Agreement cannot be assigned or sublet without the prior written approval of Management*. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence, and any unused rent will be refunded. The Rental Agreement created no legal relationship between Management and Occupant other than that of lessor and lessee. Any waiver by Management to comply with the obligations of this Agreement on any one occasion shall not be deemed a waiver of any other subsequent compliance to the Lease Agreement.

THIS IS A LEGAL DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND IT, SEEK COMPETENT ADVICE

Tenant

Manager