



SELF-STORAGE LEASE AGREEMENT

FACILITY LOCATION (Check one):

- ☐ 122 Teutonic Avenue, Brisbin, PA 16620
- ☐ 770 Lyleville Road, Coalport, PA 16627
- ☐ 99 Railroad Street, LaJose, PA 15753
- ☐ 5386 S Main Street, Westover, PA 16692
- ☐ 384 High Street, Woodland, PA 16881

PREMISES: Unit # _____, Unit Size _____ sq. ft., herein called "premises."

1. TERM

The term of this agreement shall begin on _____ and shall continue month-to-month, or until terminated as provided herein.

2. RENT

The Tenant shall pay Git-R-Stored LLC, at 624 Frailey Road, Irvona, PA 16656, in monthly installments of \$_____ which includes Pennsylvania sales tax levied on rentals, without notice or demand. Rent shall be payable in advance on the FIRST day of each month during the lease term. The first payment of rental shall be for a full month, plus any prorated portion of a month remaining so as to make succeeding rental payments due on the first day of each month. All other months' rent will not be prorated and rental payments are not refunded.

If any rent is not paid by the fifth (5th) day of the month, the owner may collect a late charge of \$15.00 to cover the additional administrative costs involved, and the Tenant will be denied access to the premises until payment is made in full. An additional \$30.00 late fee will be assessed on the 36th day, and each and every month of nonpayment thereafter. If default continues, Owner may exercise the option to take possession of the premises and all property located therein to secure payment of rent.

3. RETURNED CHECKS

Tenant shall be charged a \$50.00 RETURNED CHECK FEE on any checks returned for any reason, including bank errors. In addition, all future payments will have to be in cash, money order, or certified check.

4. REFUNDS

There will be NO REFUND OF RENT AND/OR TAXES for any reason whatsoever.

5. USE OF PREMISES

Tenant agrees to use storage space only for the storage of property wholly owned by the Tenant.

Property is stored under the supervision and control of the Tenant. Owner exercises neither care, custody, nor control over Tenant's stored property. Tenant agrees not to store any perishable goods, flammable materials, explosives or other inherently dangerous material, nor store any property which would violate any law or ordinance or regulation of any governmental authority. No mechanical, fabrication, manufacturing or other related work shall be permitted.

The Tenant shall make no unlawful, improper, or offensive use of the premises; shall perform no work of any kind in or upon the premises; shall not sublet any part of the premises without the prior written consent of the Owner. The Tenant agrees that the premises shall be used solely for dead storage. Tenant will provide their own lock for their unit (one lock per door). Any unit found with two locks will have one cut off at Tenant's expense.

****PROHIBITED ITEMS:**** The following items are strictly prohibited from storage: Firearms, ammunition, explosives, hazardous materials, illegal substances, perishable food items, living plants or animals, stolen goods, items with noxious odors, asbestos-containing materials, liquids in containers that may spill, gasoline or combustible fuels, radioactive materials, biological waste, any items that attract vermin or pests.

6. INSURANCE

Tenant, at Tenant's sole expense, shall maintain on all personal property on the premises a policy of fire and extended coverage insurance, to include water damage and mildew, with theft, vandalism, and malicious mischief endorsement for at least 100% of the full replacement cost of such personal property. Such insurance is for the benefit of both Tenant and Owner.

If the Tenant fails to maintain the insurance described above, Tenant shall be deemed to have "self-insured" his property. In the event the Tenant acquires insurance with a duly licensed company, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the tenant against the Owner, agents, or employees.

****Tenant Insurance Declaration:****

- ☐ I have obtained insurance coverage through: _____
- ☐ I elect to self-insure and accept full responsibility for any loss or damage

7. LIABILITY

All personal property stored within or on the leased premises by Tenant shall be at Tenant's sole risk. Owner and Owner's agents shall not be liable to Tenant for any damage or loss to any personal property while at the leased premises arising from any cause whatsoever including, but not limited to, theft, water damage, mysterious disappearance, rodents, mildew, acts of God, or the active or passive acts or omissions of Owner or Owner's agents.

8. INDEMNIFICATION

Tenant will indemnify, hold harmless and defend Owner, his agents or employees from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Tenant's use of the premises. This indemnity specifically includes, but is not limited to, all liabilities released by Tenant in paragraph seven.

9. MAINTENANCE

The Tenant agrees to make no alterations or improvements to the premises without the prior written consent of the Owner. The Tenant shall not commit any waste of the premises, will

maintain the premises in a neat and orderly manner, and will quit and deliver up the premises at the end of the term in as good condition as they are now. Tenant further agrees to reimburse Owner for any costs incurred in cleaning the unit or repairing any damages to the unit.

10. WRITTEN NOTICE

****UNLESS TENANT SERVES WRITTEN NOTICE TO OWNER AT LEAST FIFTEEN (15) DAYS**** before the end of the term hereof that Tenant intends to terminate this agreement, Tenant shall thereafter hold the premises on a month-to-month term, to be renewed automatically, on the last day of each month until Tenant serves written notice of its intention to terminate this agreement at least fifteen days before vacating.

Owner reserves the right to cancel the lease at any given time for any or no reason whatsoever, upon fifteen (15) days written notice, and shall have the right to increase the rent upon thirty (30) days written notice.

11. DEFAULT

If the Tenant shall violate any of the terms and conditions of this Agreement, or if the Tenant shall fail to pay any installment of rent or any other sum when due, the Tenant will be in default, and the Owner will have all liens and remedies provided by law, and the Tenant agrees to pay all costs and expenses incurred by the Owner in the enforcement of this Agreement, including reasonable attorney's fees, whether action be instituted or not.

12. PAST DUE RENT AND LIEN RIGHTS

The Pennsylvania Self-Service Storage Facility Act (68 Pa. C.S. § 6101 et seq.) gives the Owner a lien upon all personal property, whether or not owned by the Tenant, located at the self-storage facility for rent, labor, or other charges. Upon the Tenant's failure to pay the rent when it becomes due, the Owner may, without notice, after 5 days from the date the rent is due, deny the Tenant access to the personal property located in the self-service storage facility until paid in full.

The Owner shall have the right to place a lock on the door on or after the 6th day of the rental period if the rent has not been received. The overlock placed by the Owner shall serve as notification that rent is due and not paid according to the Owner's records. The overlock shall be removed only during office hours of the self-service storage facility.

If the amount due from the Tenant remains unpaid after written demand from the Owner to the Tenant, the Owner may dispose of Tenant's personal property at public or private sale to satisfy the Owner's lien in accordance with Pennsylvania law.

13. NO WARRANTIES

The Owner, his agents or employees, hereby disclaims any express or implied warranties, guarantees, or representations of the nature, condition, safety or security of the premises and the Tenant hereby acknowledges that the Tenant has inspected the premises and that the owner has not and does not represent or guarantee the safety or security of the premises.

14. NOTICES

Any notice required or desired to be given under the terms of this Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, addressed to the party to be served at the address provided in this Agreement, or at such other address as that party shall have designated by written notice by certified mail only.

15. CLEANING AND DAMAGE FEES

Tenant agrees to pay owner for all costs incurred in removal of abandoned property, cleaning of unit upon vacating, or repair of any damage to unit. Minimum charge of \$100 will apply. Upon vacating, Tenant shall remove ALL trash and belongings from their unit, remove their lock and LEAVE THE DOOR CLOSED.

Management must inspect unit prior to completing vacate. If a lock is left on the door or any articles are left inside, the unit will be considered occupied and rent and late charges will apply.

16. ABANDONED PROPERTY

Property remaining in the unit after termination of this lease or after account becomes 30 days delinquent may be considered abandoned. Owner may dispose of abandoned property in accordance with Pennsylvania law and apply proceeds to outstanding balances.

17. VEHICLE STORAGE (If Applicable)

If storing vehicles, Tenant certifies that all stored vehicles are legally owned by Tenant, properly registered, and insured. Vehicles must be in operable condition unless otherwise approved in writing. No vehicle maintenance or repairs are permitted on premises.

18. EMERGENCY ENTRY

Owner reserves the right to enter the premises at any time without notice in case of emergency, to protect the premises, or when Owner reasonably believes the premises contain prohibited items or items that pose a hazard.

19. SUCCESSION AND ASSIGNMENT

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Tenant may not assign this lease without Owner's prior written consent.

20. CHANGE OF ADDRESS

Tenant shall notify Owner in writing of any change of address within ten (10) days of such change.

21. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. This Agreement may only be modified in writing signed by both parties.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any legal action arising from this Agreement shall be brought in the appropriate court in Clearfield County, Pennsylvania.

TENANT INFORMATION

Tenant Name: _____

Co-Tenant Name (if any): _____

Address: _____

City, State, Zip: _____

Phone: _____ Alt. Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Driver's License #: _____ State: _____

TENANT ACKNOWLEDGMENT

I have read, understand, and agree to all terms and conditions of this Self-Storage Lease Agreement. I acknowledge that I have received a copy of this agreement.

Tenant Signature: _____ Date: _____

Co-Tenant Signature (if applicable): _____ Date: _____

OWNER

Owner/Agent Signature: _____ Date: _____

OWNER CONTACT INFORMATION

Cit-R-Stored LLC

Owners: Joshua & Ashley Hagens

Mailing Address: 624 Frailey Road, Irvona, PA 16656

Office Phone: (814) 672-5362

Josh Cell: (814) 577-2399

Ashley Cell: (814) 577-9397

Email: joshhagens34@gmail.com | hagens.ash@gmail.com