

Sterling Storage, LLC
32025 Sterling HWY
Sterling, Alaska 99672
sterlingakstorage@gmail.com
Phone/text 907-953-3070
www.sterlingakstorage.com
Storage Rental Agreement

Occupant Last Name_____First Name_____Date of Birth_____

Address_____City_____State_____Zip Code_____

Hm Phone_____Wk Phone_____Cell Phone_____Active Military Yes/No_____

Email for all Notices_____Driver's License#_____State_____

Address for notices if different than above_____State_____Zip Code_____

Emergency Contact Name_____Relationship_____Phone umber_____

Address_____City_____State_____Zip Code_____

Type of property being stored_____

Is there a Title and/or Lien on anything being stored or parked? Yes/No___. Vehicle/Vessel information below:

Make_____Model_____Year_____Color_____VIN/Serial No._____

License #_____State_____Lienholder and Address_____

Unit Number_____or Space Number_____Monthly Rent \$_____Entry Code_____

NOTICE TO OCCUPANT: DO NOT SIGN/INITIAL THIS RENTAL AGREEMENT BEFORE YOU READ IT, FULLY UNDERSTAND, AND AGREE TO ABIDE BY THE CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS FOUR (4) PAGES LONG.

Occupant Signature_____Print Name_____Rental Date_____

Sterling Storage, LLC acknowledges receipt of \$_____as a minimum of the first month's Storage Payment (which, if applicable, has been prorated through the last day of the first month).

Credit/Debit Card Authorization for Payment of Rent and Other Charges: Occupant provides the Owner the following credit/debit card information which Occupant owns or has authority to use as described below:

Name on card_____Expiration_____CCV#_____

Card Number_____Card Type Visa or MC_____

Billing Address_____Signature_____

Occupant has authorized Owner to automatically charge or debit on the Renewal Date (1st day) of each month, or as soon as reasonably practicable thereafter, the Monthly Rent as set forth above and for each and every month Occupant continues to occupy the Property. This authorization shall continue for any extensions or renewals hereof, including any increase in Rent and other charges assessed to the Occupant, when properly noticed to the Occupant. Owner shall not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

TERMS AND CONDITIONS

1. RENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT"), is made and entered into as of the above set forth date **(the "RENTAL DATE")**, by and between Sterling Storage, LLC, the Owner, **(hereinafter referred to as the "OWNER")** and the Occupant identified above, **(hereinafter referred to as the "OCCUPANT")**, whose last known address is set forth above. For the consideration provided in this Agreement, the OCCUPANT agrees to rent from the OWNER, and the OWNER agrees to let the OCCUPANT use and occupy the storage unit or outside open air space **(hereinafter referred to as the "SPACE")** at the SPACE number listed above for the storage of personal property in the self-service storage facility known as Sterling Storage, located at 32025 Sterling Highway, Sterling, AK 99672 **(hereinafter referred to as "PROPERTY")** Such SPACE shall be occupied only for the purposes specified in this AGREEMENT and at all times be subject to the terms and conditions, beginning on the Rental Date as set forth above and continuing month to month until terminated by OCCUPANT or OWNER. The terms and conditions of this AGREEMENT shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns. OCCUPANT understands, acknowledges and agrees the OWNER shall have a lien on all personal property stored on PROPERTY and SPACE for RENT and other charges incurred as a result of OCCUPANT default or termination. Such lien shall attach as of the RENTAL DATE the personal property is stored on PROPERTY. The personal property may be sold to satisfy the lien. OWNER may take action to have Vehicle or Vessel **(hereinafter referred as "VEHICLE")** re-titled as an abandoned VEHICLE and may sell the VEHICLE, free and clear of all liens at auction or private sale and apply the proceeds in the same manner as described in this AGREEMENT. In the event of default OWNER may notify the title holder and all lienholders of OWNER intent to sell the stored VEHICLE to satisfy OWNER lien. At such time any title holder or lienholder may pay OWNER lien, remove the VEHICLE, and add said costs to any lien the lienholder may have against the owner of the VEHICLE. All costs and expenses associated with the sale of goods shall be borne by the OCCUPANT after default, only a payment in the full amount of the lien within 30 days of default will be accepted to satisfy lien. Partial payments will not stop any auction procedures, sale of stored goods, or legal actions.

2. RENT AND TERMS. The agreed monthly rent as set forth above **(hereinafter referred to as the "RENT")** shall be paid at the above PROPERTY address drop box, by mail or credit card on or before due date, without demand or notice, on a month-to-month basis and shall automatically renew for successive one month periods on the 1st day of each calendar month. OWNER does not invoice or send out mailings for monthly, rent. Mailed Payments must be postmarked no later than day five (5) after Payment due date to avoid Late Charge of \$35.00. If OCCUPANT is delinquent with payment after due date OWNER may deactivate OCCUPANT gate access to the property and/or install SPACE overlock until payment is made in full. RENT is non-refundable if less than one (1) month. Pre-paid RENT in excess of one (1) month is refundable. Do not mail cash or put cash in the drop box. OCCUPANT is required to obtain a receipt for any cash payment. All Payments made to OWNER pursuant to this Agreement shall be applied first to fees and late charges. The balance of any payment shall be applied to accrued and unpaid storage payments. OWNER may require payments of RENT to be in the form of money order, cash, or cashier's check, in the event OCCUPANT is in default or has any payment due OWNER returned for any reason, including insufficient funds, declined or expired credit or debit card. OCCUPANT further agrees to immediately pay any additional fees and charges that may become due. If any check is dishonored for any reason, OCCUPANT shall pay said late charges in addition to a return check charge of \$35.00 as an NSF fee. If any RENT is not paid on or before the Due Date the OCCUPANT shall be deemed to be in default under the terms of this AGREEMENT. The OCCUPANT failure to perform any of its obligations under the terms and conditions of this AGREEMENT shall also constitute a default hereunder. In the event the property stored by OCCUPANT is a VEHICLE and in addition to any other instances of Default herein, Owner may take action to have the VEHICLE re-titled as an abandoned VEHICLE and may sell the VEHICLE, free and clear of all liens at auction or private sale and apply the proceeds in the same manner as described in this AGREEMENT. The OCCUPANT agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of OCCUPANT property.

3. INCREASES IN MONTHLY STORAGE RENT, CHARGES, AGREEMENT CHANGES AND ADDRESS CHANGES: OWNER reserves the right to change the terms of the AGREEMENT at any time, and agrees to give thirty (30) days electronic and/or written notice to the last known email and/or address of any such changes to the OCCUPANT. The monthly RENT and all other charges are subject to increases effective on the first day of the second full month after notice of the increase. OCCUPANT shall be given thirty (30) days written notice of change. Notice shall be deemed given when OWNER deposits first-class mail or sends email to OCCUPANT. A new AGREEMENT does not have to be executed for any increase in charges or AGREEMENT changes. Failure of the OCCUPANT to remove personal property from the SPACE

prior to the AGREEMENT changes, charge increase or RENT increase shall constitute acceptance of such. OCCUPANT agrees to accept any AGREEMENT changes, charge increases and/or RENT increase by making a Rent payment after thirty (30) days' notice of any change. OCCUPANT shall advise OWNER of any change of address, phone numbers, mail, credit/debit card or emergency contacts within five (5) days. OCCUPANT is responsible for accuracy of AGREEMENT.

4. USE OF SPACE AND COMPLIANCE WITH LAW. OCCUPANT assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. OCCUPANT understands that space sizes are approximate and enters into this AGREEMENT without reliance on the estimated size of the space. Should OCCUPANT damage or depreciate the space, or make alterations, or require the OWNER to incur costs to clean the SPACE upon termination, then all costs necessary to restore the SPACE to its prior condition shall be borne by OCCUPANT. The use of the SPACE is solely for the purposes of storing personal property belonging to the OCCUPANT. Prohibited storage of materials including without limitation are: explosives, ammunition, dangerous chemicals, corrosive materials, radioactive materials, hazardous chemicals, flammable materials, perishable items, odorous, noxious, corrosive, or pollutant materials, propane, gasoline or other fuel oil, grease or any other lubricant or batteries, except for such gas, oil, grease, batteries or other lubricant as may be contained in the operating parts of the items stored in the Space and in such case shall be stored on the property with a drip pan or absorbent pad designed to absorb petroleum products under the personal property and/or VEHICLE to retain any leaking fluids or any other goods in the SPACE or elsewhere on the property which would cause contamination, danger or nuisance to the SPACE or any other portion of the PROPERTY. The OCCUPANT agrees that the SPACE and the PROPERTY will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the OCCUPANT agrees not to commit waste, nor to create a nuisance. OCCUPANT agrees not to conduct any business out of the SPACE and further agrees that the SPACE is not to be used for any type of work shop, for any type of repairs, renovations, decoration, spray painting, sanding, or other contracting. Storage of animals' dead or alive, food or perishable items, fish remains, dirty fishing equipment, or any items that emit noxious odors is prohibited. OCCUPANT may not use SPACE or any part of the PROPERTY for lodging, sleeping, cooking, alcohol consumption, gatherings, meetings, sales activities, business transactions, operating power equipment, loud noise, or anything deemed a nuisance by OWNER. OCCUPANT agrees not to affix shelving or other articles to the walls, ceiling or doors. OCCUPANT agrees to limit activity on the PROPERTY to the moving in or out of personal property only. SPACE is not heated. OCCUPANT should protect personal property from the effects freezing may have on them. The OCCUPANT is liable for items that may thaw and may leak into SPACE or adjoining SPACE. OCCUPANT must notify OWNER immediately of any problems with SPACE or become aware of any noxious odors, sounds, or other questionable conditions.

5. OUTSIDE OPEN AIR VEHICLE/VESSEL SPACE USE. The PROPERTY may be used and occupied only for the purpose of storing one self-contained titled VEHICLE listed above. The VEHICLE must display current registration and must have all tires (or trailer tires) inflated and may not be stored on blocks except the tongue of a trailer. VEHICLE must have drip pans underneath any part of the VEHICLE which may leak fluids. If any fluids are found in the drip pans, OCCUPANT must dispose of fluids properly. In the event OCCUPANT returns to the PROPERTY and the SPACE is occupied or infringed upon by another VEHICLE this shall not constitute an event of default by OWNER. OCCUPANT agrees to park in the SPACE marked overflow and notify OWNER immediately of the infringement. OWNER will endeavor to make the SPACE available again to OCCUPANT as quickly as possible thereafter. If OCCUPANT parks in the wrong SPACE; or if OCCUPANT should park in such a way as to infringe on a SPACE thereby causing another OCCUPANT to be unable to use their SPACE a TEN (\$10) dollar per day charge will be imposed.

6. INSURANCE. The OWNER does not provide any type of insurance which would protect the OCCUPANT personal property or loss from including but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, rodent damage and any other type of casualty loss. If OCCUPANT fails to obtain insurance, OCCUPANT waives all claims against the OWNER and releases the OWNER from any and all liability. OCCUPANT automatically assumes all risk of loss to stored property that would be covered by such insurance. OCCUPANT shall make no claim whatsoever against the OWNER insurance in the event of any loss. The PROPERTY is not appropriate for storage of irreplaceable property such as books, writings, jewelry, works of art, collectible heirlooms objects which have an unknown immediate resale market value or objects which have a sentimental or emotional value to OCCUPANT. The OCCUPANT hereby waives any claim for sentimental or emotional value for the OCCUPANT property that is stored in the SPACE.

7. OCCUPANT'S LOCK, ACCESS AND SECURITY. The OCCUPANT shall keep the SPACE locked and must provide own lock and key. Only one lock per unit is allowed. Double locking is prohibited. OWNER shall not retain a key or combination to

OCCUPANT lock. The OCCUPANT assumes full responsibility for all persons who have keys and access code to the SPACE. Access hours are Twenty-four (24) hours a day, seven (7) days a week, including holidays. OWNER may at its discretion deny OCCUPANT access to premises in case of inclement weather or emergencies. OCCUPANT agrees not to "piggyback" through entrance and exit gate. OCCUPANT agrees to input gate access code every time when entering or exiting the property. "Piggybacking" is considered trespassing, a property liability, and is subject to immediate termination by OWNER. OWNER employs certain measures including but not limited to electric gates, video cameras, referred to as "Security Type Systems." and are for the protection of the facility as a whole and not the OCCUPANT SPACE. OCCUPANT acknowledges the operation or failure of any type of Security Type System installed by OWNER shall not change OWNER aforementioned liability for any type of loss incurred by OCCUPANT and shall in no way release OCCUPANT from obligation of insuring OCCUPANT stored property. The systems OWNER shall not be liable to OCCUPANT inability to gain gate access due to mechanical failure, power failure, software failure, misuse of gate code, or any other reason. Further OCCUPANT acknowledges video cameras are not monitored, and these systems may not record at all times.

8. MOVE OUT OR TERMINATION. This AGREEMENT shall continue from month to month until the OCCUPANT notifies OWNER by mail, email or text to 907-953-3070 of the OCCUPANT intent to vacate SPACE is given no later than fifteen (15) days prior to vacating. Include OCCUPANT name, unit or SPACE number and date of move-out in written notice. There is no pro- rating of RENT upon move out if SPACE is vacated before the last day of the month or termination. SPACE should be left empty, undamaged and in broom swept condition. OCCUPANT removal of padlock and all items from storage unit is considered to be termination of AGREEMENT. In the event OCCUPANT is in default, OWNER may move OCCUPANT property to another location to be sold or disposed of, and OCCUPANT agrees to be solely liable for any damage, loss or expenses incurred by this action. OWNER may immediately terminate AGREEMENT if Occupant is in breach of the AGREEMENT. No notice of default need be given to the OCCUPANT. Upon termination of this AGREEMENT, the OCCUPANT shall remove all personal property from the SPACE (unless such property is subject to the OWNER lien rights as referenced herein), and shall deliver possession of the SPACE to the OWNER on the day of termination. If the OCCUPANT fails to fully remove its property from the SPACE within the time required, the OWNER, at its option, may without further notice or demand, either directly or through legal process, remove all property without being deemed guilty in any manner of trespassing. All items, including boxes and trash left in the SPACE or on the PROPERTY after vacating will be deemed to be of no value to the OCCUPANT and will be discarded by the OWNER at the expense of the OCCUPANT.

9. OWNER'S RIGHT TO ENTER OR MOVE VEHICLE. In cases where the OWNER considers it necessary or an emergency to enter the SPACE for purposes of examining the SPACE for violations of this AGREEMENT or conditions in the SPACE, or for making repairs or alterations thereto, or to otherwise comply with this AGREEMENT, the OCCUPANT agrees that the OWNER shall have the right without notice to enter into the SPACE. Should any such conditions result from OCCUPANT use of the Premises or from a breach by OCCUPANT of the terms of this AGREEMENT, all costs and expenses incurred by OWNER in addressing such conditions shall be paid by OCCUPANT on demand or shall become additional RENT. OWNER, from time to time, at its expense, shall make all necessary repairs and perform all necessary maintenance to the PRPOERTY. OWNER specifically reserves the right to move the VEHICLE stored at any time in the event of an Emergency without notice to Occupant and with notice to Occupant in the event of non-emergency maintenance. OWNER shall exercise reasonable caution in moving Vehicle and will endeavor to notify OCCUPANT of the new location of the VEHICLE or return the VEHICLE to the SPACE after the maintenance or emergency has concluded.

10. ASSIGNMENT AND SUBLETTING. The OCCUPANT shall not assign this AGREEMENT or sublet the SPACE.

11. ATTORNEY'S FEES. In the event the OWNER retains the services of an attorney to recover any sums due under this AGREEMENT for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the OCCUPANT, the OCCUPANT agrees to pay to the OWNER the reasonable costs, expenses, and attorney's fees incurred in any such action.

12. RULES. The OCCUPANT agrees to be bound by any rules and regulations for the facility as may be posted by the OWNER. All rules and regulations shall be deemed to be part of this AGREEMENT.

13. PERSONAL INJURY. OWNER and OWNER agents and employees shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT invitees, family, employees, agents, pets or servants for any personal injury or death arising from OCCUPANT use of the SPACE or PROPERTY from any cause whatsoever including, but not limited to, the active or passive acts or omission or negligence of the OWNER, OWNER agents, or employees.

14. PETS. OCCUPANT agrees pets aren't allowed outside of VEHICLE in the event poison for rodent control is in use.