

STORAGE UNIT RENTAL AGREEMENT

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This Storage Unit Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[FACILITY OPERATOR LEGAL NAME], a [STATE] [ENTITY TYPE] operating the self-storage facility located at [FACILITY ADDRESS] (the "**Operator**"); and

[OCCUPANT NAME], an individual or entity residing or located at [OCCUPANT ADDRESS] (the "**Occupant**").

Operator and Occupant are each a "**Party**" and together the "**Parties**."

Recitals. Operator owns or operates a self-service storage facility and wishes to rent a storage space to Occupant, and Occupant wishes to rent that space for storing personal property, on the terms below. Self-storage is governed by state self-storage facility acts and lien laws, which set specific rules for default, notice, and sale of stored property and vary substantially by jurisdiction. In consideration of the mutual promises below, the Parties agree as follows.

1. Storage Space and Use

1.1 Space. Operator rents to Occupant the storage space identified as Unit [UNIT NUMBER], approximately [DIMENSIONS], at the facility (the "**Space**"). The Space is rented for storage only and is not a residence, office, or workspace.

1.2 Permitted use. Occupant may store only personal property that Occupant owns or has the right to store. Occupant will not store, and will not allow anyone to store, any property in violation of Section 1.3.

1.3 Prohibited property. Occupant will not store: (a) hazardous, toxic, or flammable materials; (b) explosives, fireworks, or weapons in violation of law; (c) perishable food, living plants, or animals; (d) stolen or illegal property; (e) cash, securities, jewelry, or irreplaceable items of unusual value; or (f) anything that violates applicable law or creates a nuisance, hazard, or odor.

1.4 No representations of value. Occupant represents that the total value of property stored does not exceed [\$ AMOUNT] unless Occupant has given Operator written notice and Operator has agreed in writing.

2. Term and Renewal

2.1 Term. This Agreement begins on [START DATE] and continues on a [MONTH-TO-MONTH / FIXED] basis until terminated as provided here (the "**Term**").

2.2 Renewal. If month-to-month, the Term renews automatically each month unless either Party gives [NUMBER] days' written notice of termination.

2.3 Termination by Occupant. Occupant may terminate by giving [NUMBER] days' written notice and removing all property and leaving the Space broom-clean.

3. Rent and Charges

3.1 **Monthly rent.** Occupant will pay rent of **[\$ AMOUNT]** per month, due in advance on the **[DAY]** of each month, without demand or offset.

3.2 **Administrative and other fees.** Occupant will pay any administrative fee, security deposit, or other charges disclosed at the time of rental, as itemized in **[EXHIBIT / RENTAL SUMMARY]**.

3.3 **Late charges.** If rent is not received within **[NUMBER]** days of its due date, Occupant will pay a late fee of **[\$ AMOUNT or PERCENTAGE]** and interest at the lesser of **[RATE]** or the maximum rate permitted by applicable law.

3.4 **Rent increases.** Operator may increase the rent on **[NUMBER]** days' written notice, as permitted by applicable law.

3.5 **Returned payments.** A fee of **[\$ AMOUNT]** applies to any returned or declined payment, to the extent permitted by law.

4. Insurance and Risk of Loss

4.1 **Property at Occupant's risk.** All property stored in the Space is stored at Occupant's sole risk. Operator is not a warehouseman and does not take custody, care, or control of the stored property.

4.2 **Insurance.** Occupant is responsible for insuring its own stored property. Operator does not insure Occupant's property, and any facility insurance covers only Operator's interests. **[OPTIONAL: Occupant must maintain insurance of at least [\$ AMOUNT] and provide proof on request.]**

4.3 **No bailment.** The Parties intend that this Agreement creates a rental of space only and not a bailment, deposit, or warehouse relationship.

5. Access and Facility Rules

5.1 **Access.** Occupant may access the Space during the facility's posted access hours. Operator may change access hours and procedures with reasonable notice.

5.2 **Rules.** Occupant will comply with the facility rules and regulations posted or provided, which are incorporated by reference and may be reasonably updated.

5.3 **Locks.** Occupant will secure the Space with Occupant's own lock and is responsible for keeping the Space locked. Operator does not retain a key or combination unless required for the remedies in Section 8.

6. Condition, Maintenance, and Alterations

6.1 **Condition.** Occupant accepts the Space in its as-is condition and confirms it is suitable for the intended use.

6.2 **No alterations.** Occupant will not alter the Space, install fixtures, or attach anything to the walls, floor, or ceiling without Operator's prior written consent.

6.3 **Care.** Occupant will keep the Space clean, will not cause damage, and will report any pest, water, or other condition promptly.

7. Operator Access and Entry

7.1 **Right of entry.** Operator may enter the Space for inspection, repair, emergency, compliance, or to enforce its remedies, on reasonable notice except in an emergency, as permitted by applicable law.

8. Default and Lien

8.1 **Default.** Occupant is in default if rent or other charges are not paid when due or Occupant breaches any other obligation and does not cure within the time required by applicable law.

8.2 **Statutory lien.** Operator has a lien on the stored property for unpaid rent and charges to the extent provided by the self-storage law of [STATE]. Operator may enforce that lien, including by denying access and ultimately selling the property, only by following the notice, advertising, and sale procedures required by that law.

8.3 **Notice and cure.** Before enforcing its lien, Operator will give Occupant the notices required by applicable law and a reasonable opportunity to cure. Occupant may stop a sale by paying the amount due before the sale, as provided by law.

8.4 **Surplus.** Any proceeds of a lien sale remaining after satisfying the amount owed and the costs of sale will be handled as required by applicable law.

9. Limitation of Liability and Indemnity

9.1 **Limitation.** To the maximum extent permitted by law, Operator is not liable for loss of or damage to stored property from any cause, including theft, fire, water, mold, pests, or acts of others, except loss caused by Operator's gross negligence or willful misconduct.

9.2 **Indemnity.** Occupant will indemnify Operator against claims arising from Occupant's use of the Space or breach of this Agreement, except to the extent caused by Operator's gross negligence or willful misconduct.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], including its self-storage facility act. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

10.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing). Occupant must keep its mailing address and alternate contact current; notices to a default lien sale follow the method required by applicable law.

10.3 **Entire agreement; amendment.** This Agreement, together with the facility rules, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties or by notice as expressly allowed here.

10.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR

OCCUPANT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: **[TITLE]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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