



CHAPLIN ROAD STORAGE
430 Chaplin Road Morgantown, WV 26501
304-777-8511

Rental Agreement

Personal Information

Name:

Address:

City:

State, Zip:

Home Phone:

Cell Phone:

Alternate Address:

Email:

Billing Information

Name as it appears on Card:

Billing Address:

City:

State, Zip:

Card Number:

Card Type:

Security Code:

Expiration Date:

CASH / CHECK/ MONEY ORDER

OFFICE USE ONLY

UNIT:

MONTHLY RATE:

GATE CODE:

SECURITY DEPOSIT:

PRORATED FIRST MONTH:

LENGTH OF CONTRACT:

TOTAL TO BE BILLED UPON CHECK IN:

PAYMENT METHOD: CREDIT CARD / CASH / CHECK/ MONEY ORDER

By signing here, I agree to the above terms. I also acknowledge receipt of and agree to compliance of the attached facility policies and procedures including the state laws on default, lien, prohibition, and insurance.

Signature _____ Date _____



CHAPLIN ROAD STORAGE

430 Chaplin Road Morgantown, WV 26501
304-777-4145

Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self-service storage facility. Your signature on the first page of the agreement signifies that you will adhere to all written policies within this agreement.

Unit # _____ Monthly Fee _____ Gate Code _____

1. Please keep us aware of your current address and telephone numbers. It is your responsibility to let us know if these change
2. We will not send you a paper bill. We encourage you to automatically bill your Visa, MasterCard, AMEX or Check Card. We do allow personal check payments by mail. All payments must be received by the 15th of each month or you will be charged a \$10 late fee. Any unit 15 days past due will also be locked out with one of our locks and receive a warning letter according to state law. Multiple past due payments could result in eviction or collection of a security deposit.
3. It is your responsibility to notify us immediately if your credit card changes. If you fail to do so, we reserve the right to charge the same \$10 late fee.
4. You can understand that we cannot allow the contents to remain in a storage unit if there has not been payment. Thus, if you abandon the contents of your rental unit, or if you fail to pay your monthly fee, we will exercise our option to take possession of the goods stored in your rental unit in accordance with state law, and we will ultimately sell them at auction.
5. Checkouts after the sixth of the month pay a full month rent.
6. We require a 30 day notice to cancel your contract.
7. We do not assume any liability for the goods you store. Adding stored goods coverage to an existing insurance policy is generally quite inexpensive. We recommend that you contact your insurance agent.
8. Do not use the rental unit for anything but dead storage. Do not store any flammable or explosive materials. You may not use this space as a personal residence or for illegal activity.
9. Good storage practice makes use of pallets or other means of keeping goods away from direct contact with the concrete floor. Store the most valuable goods to the rear of the unit. Cover all goods with plastic or other material to protect them from dust and water.
10. We do not have set hours. You may use your key code to enter the facility as needed.
11. All new clients must pay a refundable \$25.00 cleaning deposit at the time of unit rental. To receive a refund of the cleaning deposit when you vacate the rental unit, remove all items and broom clean the unit. All garbage must be taken with you. Please provide us with notice when you have completed final cleaning.
12. If a unit is not left empty and clean, your credit or debit card on file will be charged any additional cost of removal and cleaning.
13. Call our office any time that you have questions or that we can be of service.

Thank you. We appreciate your business and look forward to you having a pleasant stay with us. If we can be of further help, please let us know.

Chaplin Road Storage(Owner), hereby grants to the User(Named or accompanying sheet) the use for the premises described on the accompanying sheet(unit) for the term and on the following conditions as herein stated. The information listed on the accompanying sheet is incorporated herein. For the purposes of this agreement, all real and personal property located at the Owner's address as checked on the reverse side shall be defined as (Premises).

1. Access: User may place a lock on the access to the unit. User may have access to the unit during all hours by entering the assigned pass code into the key pad at the entrance gate. User is to keep the pass code personal and confidential for his own protection and the of the other renters. Owner will not be responsible for acts of User or other persons entering premises under User's authorization.
2. Fee: User agrees to pay the fee, for the term stated, at the premises. Each month's fee will be paid in advance or prorated in the case of first month's fee. User's credit card or bank card on file will be billed on the first of the month. When the first of the month is prorated, the credit or bank card may be billed at the time the unit is leased or on the first of the month. It is the User's responsibility to immediately notify Owner of any change in User's credit card or bank card on file. Failure to do so may result in additional fees. Cleaning deposits will be paid at the time of execution of this agreement and will be refunded to User when unit is vacated if unit is returned to Owner empty of all items and broom clean.
3. Use and Compliance With Law: The unit shall be used for no unlawful purposes and will be kept in good condition. No property shall be stored in the unit unless User legally has the right to have that property in his possession. User may from time to time during the duration of this agreement place in the unit personal or commercial properties, but it is expressly agreed that Owner is under no duty to maintain any records of contents so placed. Owner is not engaged in the business of storing goods for hire nor the warehouse business, but is just an Owner providing a unit for hire. The storage of welding equipment or flammables, explosives or other inherently dangerous material is prohibited. The storage of paint, turpentine, and other materials that cannot be dumped are prohibited. User shall not store in the unit any items which shall be in violation of any order or requirement imposed by the board of health, sanitary and police departments or other appropriate governmental bodies or do any act or cause to be done any act which creates or may create a nuisance in or upon the premises during the term of this agreement or any renewal or extension thereof.
4. Prohibitions: User will not: (a) do any painting or decorating in the unit or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the unit or premises without the written consent of Owner; (b) Make installations, alterations or additions to the premises; (c) Assign this agreement; (d) Erect signs or other advertising material; (e) Operate any electrical device in the unit without written consent of Owner.
5. Owners Right to Enter, Inspect, and Repair the Unit: User agrees that Owner or Owner's representatives shall have the right without notice to enter into and upon the unit for the purposes of examining the same for lease violations or condition thereof or making repairs or alterations thereto. Owner reserves the right to remove contents to another unit.
6. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF USER: OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVER ANY LOSS WHATSOEVER THAT USER MAY HAVE IN THE UNIT OR PREMISES AND, HENCE, USER MUST OBTAIN ANY INSURANCE DESIRED AT HIS EXPENSE. OWNER STRONGLY RECOMMENDS THAT USER SECURE HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY AGAINST ALL PERILS. OWNER SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR PROPERTY DAMAGE OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR ANY OTHER CAUSES WHATSOEVER. OWNER SHALL NOT BE LIABLE TO USER OR USER'S INVITEES, FAMILY, EMPLOYEES, AGENTS OR SERVANTS FOR ANY PERSONAL INJURIES OR

DAMAGE TO PERSONAL PROPERTY CAUSED BY ANY ACT OF NEGLIGENCE OF ANY OTHER PERSON ON SAID PREMISES. USER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEY'S FEES ARISING FROM USER'S USE OF THE UNIT OR PREMISES. USER MUST TAKE WHATEVER STEPS ARE NECESSARY TO SAFEGUARD WHAT IS ON OR IN THE SPACE.

7. **Default, Owner's Remedies and Lien:** Time is of the essence in the performance of this agreement and in the payment of each and every lien and charge hereby covenanted to be paid. If any fee or charge shall be due and unpaid, or if User shall fail or refuse to perform any of the covenants, conditions or terms of this agreement, User shall be conclusively deemed in default in the performance of this agreement. In addition to such liens and remedies provided by law to secure and collect fees, and cumulative therewith, Owner is hereby given a lien upon User's property, now or at any time hereafter, stored in said unit to secure the timely performance of this agreement by User and to secure the payment of all fees, charges and costs incident to User default. In case of default by User, Owner, at its option may (a) terminate this agreement, or (b) re-enter, seize and/or take possession of said property for arrears of fees or breach of covenant or by reason of abandonment, without being deemed guilty of any manner of trespassing or conversion and without prejudice to any remedies of Owner. At the time of such re-entry and seizure the Owner shall give notice in writing thereof to User at the address the User indicated on the reverse or at such address as User shall hereafter designate in writing to Owner. Such notice shall be by regular mail and shall be deemed received by user when deposited in the United States mail, postage prepaid, addressed as described above. User may be denied access to the personal property stored in the rental space after default lasting fifth teen (15) days or more. At any time after sixty (60) days from the date of giving such notice, the Owner may sell said property at public or private sale. In the event proceeds of the sale are greater than necessary to pay his lien, including accrued and unpaid fees, charges, appraisal, moving, storage, and expenses of collection, re-entry and sale, the balance shall be paid to User at the address described above. Notwithstanding anything to the contrary herein, User expressly grants the right of disposition, disposal and destruction of any personal property including, but not limited to, all papers, pictures and documents.
8. **Holding Over:** In the case of holding over by the User after the expiration of any stated term, without written agreement, such holding over will be construed to be a renewal from month-to-month
9. **Change of Terms:** All terms of this agreement, charges and conditions or occupancy are SUBJECT TO CHANGE upon thirty (30) days prior written notice to User. If changed, the User may terminate this agreement on the effective date of the change. If user does not elect to terminate this agreement, the change shall become effective and apply to this agreement.
10. **Entire Agreement Clause:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. No amendment, or alteration of the terms hereof shall be binding unless the same be in writing and appear under paragraph "additional provisions" on the accompanying sheet

Notices: Notices shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed as described on the accompanying sheet or at any new address provided to the Owner subsequent to the execution of this agreement.

This agreement is being delivered and is intended to be performed in the state of West Virginia, and shall be construed in accordance with the laws of such state.