

UT COUNTY LOCATION: 523 NORTH SR 198 SALEM, UT

SLC COUNTY LOCATION: 879 SOUTH 4400 WEST SLC, UT 84104

PHONE: 801.373.3855

MAILING ADDRESS: 224 SOUTH MAIN #308 SPRINGVILLE UT 84663

Date of Agreement or First Storage: \_\_\_\_\_

Email Address: \_\_\_\_\_

LESSOR: FULL SERVICE STORAGE, LLC, LESSEE (YOU): \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_ DRIVER'S LICENSE NO.: \_\_\_\_\_ State: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMPLOYER NAME/LOCATION: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ EMERGENCY CONTACT: \_\_\_\_\_ ADDITIONAL PERSON(S) WHO HAVE ACCESS OR ARE ALLOWED TO PICK UP YOUR (LESSEE'S) ITEMS (TWO MAXIMUM):

1. \_\_\_\_\_ 2. \_\_\_\_\_

TYPE OF LEASE (circle one): Monthly Seasonal (min. 6 mos.) Annual LEASE TERMINATION DATE: \_\_\_\_\_

OCCUPANCY CHARGES: MONTHLY CHARGE: \$ \_\_\_\_\_ .00

PAYMENT METHOD (CIRCLE ONE): Credit Card Check Paid in Full for contract type \_\_\_\_\_ Other: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_ Credit Card No: \_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

By signing below, you (LESSEE) agree to allow FULL SERVICE STORAGE, LLC or its agents to charge your card on the first of each month for all rent payments and service charges.

SIGNATURE OF LESSEE (YOU): X \_\_\_\_\_

CREDIT CARD AUTHORIZATION

ITEM(S) BEING STORED BY LESSEE:

- 1. Item type: \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_ Length \_\_\_\_\_ Vin # \_\_\_\_\_
2. Item type: \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_ Length \_\_\_\_\_ Vin # \_\_\_\_\_
3. Item type: \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_ Length \_\_\_\_\_ Vin # \_\_\_\_\_

RENT AND CHARGES FOR ADDITIONAL SERVICES: These services include winterizing, detailing, mechanical, and other items requested by you (Lessee) and approved by management of FULL SERVICE STORAGE, LLC, (Lessor). Prices vary depending on services requested. Contact Lessor for all prices which are subject to change without notice. Rent and service charges are due by the first (1st) day of each month. Lessee (You) shall pay a 5% late fee for each day rent or other charges are late. Lessee shall be charged a \$25 fee for returned checks. Lessee (You) shall pay Lessor or its assigns all attorneys fees, court costs and other costs incurred by Lessor in collecting unpaid rents and charges from Lessee. Lessee grants Lessor a mechanics lien and a possessory lien for all unpaid rents and charges on Lessee's property stored at FULL SERVICE STORAGE, LLC, and Lessee agrees that all such property shall not be removed from storage unless all fees have been paid in full.

DISCLOSURE OF LIEN HOLDERS: LESSEE WARRANTS THAT ALL ITEMS PLACED BY LESSEE IN THE STORAGE SPACE SHALL BE LESSEE'S OWN PROPERTY, FREE OF ALL INTERESTS OR LIENS OF ANY LIEN HOLDERS EXCEPT THOSE WHICH, AS REQUIRED BY LAW, LESSEE HAS DISCLOSED IN THIS RENTAL AGREEMENT, OR IN SUBSEQUENT WRITTEN NOTICE TO FULL SERVICE STORAGE, LLC. UNDER UTAH LAW A LESSEE MAY HAVE TO DISCLOSE ANY LIEN HOLDERS WITH AN INTEREST IN PROPERTY THAT IS OR WILL BE STORED IN A STORAGE SPACE. The following person(s) have an interest in or a lien against the personal property in the storage space:

Table with 3 columns: Person holding lien, Address, Item. Row 1: \_\_\_\_\_

Lessee (You) agrees to comply with any and all reasonable rules and directions (whether written or not) established from time to time by Lessor.

PARKING: Lessee (You) or designated additional persons shall drop off storage item in front of building of Lessor, and Lessor shall place storage item in building. Please obey all parking and traffic rules and drive slowly and safely.

PICK-UP FROM STORAGE: Lessee must telephone Lessor 48 hours in advance to pick up items in storage. Lessee agrees to pay a \$25 charge for less than 48 hours notice. At Lessor's sole option arrangements may be made for a more convenient pick-up time.

PICK-UP AND DELIVERY BY LESSOR: FULL SERVICE STORAGE, LLC, offers pick-up and delivery service of some storage items. While these charges are subject to change without notice, the current fee is \$35 for both Utah County and Salt Lake County, \$75 for Park City and Heber City.

CLEAN: Items shall be brought to storage free from garbage, food and other items inappropriate for storage at Lessor's facility. Lessor shall be the sole judge of items that are inappropriate.

INDEMNIFICATION: Lessee agrees to indemnify and hold harmless Lessor and Lessor's successor's, assigns, agents, owners and related persons or entities from any and all claims, demands and lawsuits (including attorney fees and all legal and court costs) that are brought by others arising out of Lessee's use of Lessor's storage facility.

CONTACT INFORMATION: All check payments must be mailed to PO Box 755, Provo, UT 84603. The contact number is 801-373-3855. Please do not mail payments to the storage location.

**IMPORTANT. READ BEFORE SIGNING:** By signing below or by storing items at **FULL SERVICE STORAGE, LLC**, you agree to all the terms of this RENTAL AGREEMENT FOR STORAGE, including those on the reverse side of this agreement.

**COMMENTS:** \_\_\_\_\_

Signature of Lessee (You): X

Date:

**ANIMALS:** No pets of any kind are allowed on Lessor's premises.

**VEHICLES:** All vehicles, boats, RV's, snowmobiles, four wheelers, PWC's, trailers and any other fuel containing item placed in storage shall have a full tank of gasoline, diesel or other fuel to reduce the danger of fumes.

**FULL SERVICE STORAGE, LLC** is not in the warehouse business, nor in the business of storing goods for hire. Under no circumstance shall FULL SERVICE STORAGE, LLC be deemed to be a bailee, other type of custodian, or a warehouseman as used in Subsection 70A-7-102 (1)(h) of the Utah Code. FULL SERVICE STORAGE, LLC's employees are forbidden from providing services to Lessee on behalf of FULL SERVICE STORAGE, LLC except those specifically authorized in the FULL SERVICE STORAGE, LLC price list or those services authorized by a manager of FULL SERVICE STORAGE, LLC. Should employees of FULL SERVICE STORAGE, LLC provide services at Lessee's request, they shall be deemed to be agents of Lessee.

**RENT:** Lessee shall pay to FULL SERVICE STORAGE, LLC in advance, or on the first day of each month by automatic credit card payment or other method, the rent for that month. Lessee agrees to pay the late charge for rent received at the site after 5:00 p.m. on the 10th day of the month for which it is due. FULL SERVICE STORAGE, LLC may accept checks for payment of rent. If a check is returned uncollected, payments represented by it shall be considered delinquent on the date originally due. FULL SERVICE STORAGE, LLC may increase the rent by notifying LESSEE in writing at least 30 days prior to the first day of the month for which the increased rent is due. LESSEE shall pay the increased rent for the date it becomes effective. If LESSEE is unwilling to pay the increased rent, LESSEE may terminate this Rental Agreement as provided in the paragraph "Period of Occupancy". Lessor may terminate this agreement upon 30 days notice for any reason including, but not limited to, sale, fire, partial or complete destruction of Lessor's storage facility or other disposition of the property. All articles stored under the terms of this Rental Agreement will be sold or otherwise disposed of if full payment has not been received more than thirty (30) days after payment is due. FULL SERVICE STORAGE, LLC will act in good faith in any such sale or other disposition and shall not be liable for any claims on account of the property sold, pursuant to Utah Code Annotated 38-8-1 et. seq.

**PERIOD OF OCCUPANCY:** The period of occupancy created by this Rental Agreement shall begin as of the date of this Rental Agreement and shall continue from month to month, unless otherwise agreed in writing, except for a possible partial first calendar month to the last day of that calendar month. LESSEE or FULL SERVICE STORAGE, LLC may terminate the occupancy created by this Rental Agreement by delivering written notice to the other party of its intention to do so at least 15 days prior to the first day of the calendar month in which occupancy will terminate. Any property left in the storage space after the date for which LESSEE has given notice to terminate will be deemed abandoned by the LESSEE. After said date, FULL SERVICE STORAGE, LLC may remove any lock from the storage space and dispose of the contents thereof without notice or liability to the LESSEE. FULL SERVICE STORAGE, LLC shall give notice to any lien holder with an interest in the property to be disposed of, of whom FULL SERVICE STORAGE, LLC has knowledge either through the disclosure provision on this Rental Agreement or through finding a validly filed financial statement, as provided by law. FULL SERVICE STORAGE, LLC may also terminate this Rental Agreement by any means provided by law.

**RESPONSIBILITY FOR LESSEE'S PROPERTY:** FULL SERVICE STORAGE, LLC (Lessor) shall have no liability for damage or loss caused by earthquake, flood, heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. FULL SERVICE STORAGE, LLC carries no insurance covering a loss of or to LESSEE's property. LESSEE shall maintain a liability policy and a property policy for fire and extended coverage insuring, among other things, for theft, vandalism, and malicious mischief to the extent of 100% of the replacement value of the property in the storage space. To the extent LESSEE does not maintain such insurance, LESSEE hereby agrees to self-insure the property to the same extent as such a policy would have provided. FULL SERVICE STORAGE, LLC shall not be liable to LESSEE or to LESSEE's invitees or others for personal injuries or damage to personal property caused by an act or negligence of any person on said premises. LESSEE hereby agrees to indemnify and hold harmless FULL SERVICE STORAGE, LLC from any and all claims for damages to property or personal injury and costs including attorneys' fees arising from LESSEE's use of the premises or arising from any and all items of Lessee's in storage at Lessor's property. Lessor shall not be deemed to either expressly or impliedly provide any security protection to LESSEE's property maintained at the site. Any security devices which FULL SERVICE STORAGE, LLC may maintain at the site are for FULL SERVICE STORAGE, LLC's convenience only, and FULL SERVICE STORAGE, LLC may discontinue their use in whole or in part at any time without notice to LESSEE. Lessee (You) agrees on behalf of Lessee and Lessee's insurers, successors and assigns to waive all subrogation rights against Lessor or its insurers, successors, agents, assigns, owners or related persons or entities for any and all damage or injury resulting from use or activity at Lessor's location including, but not limited to, claims for uninsured, underinsured or self-insured amounts or deductibles.

**LESSEE** shall comply with all governmental laws, rules and regulations regarding the storage space. LESSEE shall not use such space to store any dangerous or illegal items or substances including, but not limited to, live animals or organisms, dead animals, gasoline, diesel, fuel of any sort, fireworks, ammunition, firearms, toxic substances, oxygen tanks, asbestos or asbestos containing materials, stolen property, illegal items or inflammable, combustible, explosive, corrosive, perishable, noxious or dangerous materials. LESSEE shall not place any signs on or about the space. LESSEE shall not use the storage space for residential purposes. LESSEE shall not use the storage space for active storage, i.e., manufacture, fabrication or maintenance. LESSEE WARRANTS THAT ALL ITEMS PLACED BY LESSEE IN THE STORAGE SPACE SHALL BE LESSEE'S OWN PROPERTY, FREE OF ALL INTERESTS OR LIENS OR ANY LIEN HOLDERS EXCEPT THOSE WHICH AS REQUIRED BY LAW, LESSEE HAS DISCLOSED IN THIS RENTAL AGREEMENT OR IN SUBSEQUENT WRITTEN NOTICE TO FULL SERVICE STORAGE, LLC. All personal property located in the storage space shall be subject to enforcement of FULL SERVICE STORAGE, LLC's liens for rent, labor or other charges in relation to the personal property and for expenses necessary for its preservation or reasonably incurred in the sale or other disposition, as provided by law. LESSEE shall not place any material or personal property outside the storage space. Any personal property or material found outside the storage space shall conclusively be presumed to be abandoned and may be disposed of by FULL SERVICE STORAGE, LLC without any liability of FULL SERVICE STORAGE, LLC to LESSEE. LESSEE authorizes FULL SERVICE STORAGE, LLC to remove any locks as may be required by Lessor.

**DELIVERY OF NOTICE:** LESSEE's address shall be conclusively presumed to be the address provided by LESSEE in this Rental Agreement unless LESSEE provides FULL SERVICE STORAGE, LLC with subsequent written notice of a change of address. All notice required or permitted by this Rental Agreement shall be presumed delivered when either delivered in person or deposited in the United States Postal Service Mail properly addressed with postage prepaid, except as otherwise provided by law.

**DEFAULT BY LESSEE:** Time is of the essence in performance of obligations created by this Rental Agreement. Failure of the LESSEE to perform in a timely manner any obligation or duty set forth in this Rental Agreement shall constitute default and FULL SERVICE STORAGE, LLC may proceed to do any or all of the following: (a) Provide written notice of the default and FULL SERVICE STORAGE, LLC's claim to the LESSEE, to any lien holder with an interest in the property, of whom FULL SERVICE STORAGE, LLC has knowledge either through the disclosure provisions of this Rental Agreement or through finding a validly filed financing statement, AND TO THE SHERIFF OF THE COURT IN WHICH THE SITE IS LOCATED. Such notice shall include an itemized statement of FULL SERVICE STORAGE, LLC's claim, a brief and general description of the personal property subject to FULL SERVICE STORAGE, LLC's lien, notification of denial of access to the personal property, a demand for payment, and a statement that, unless the claim is paid within the time stated, the personal property will be sold or otherwise disposed of, as provided by law; (b) Deny LESSEE access to the personal property; (c) Terminate LESSEE's right of possession of the storage space by lawful means. In addition to the amount of FULL SERVICE STORAGE, LLC's lien, LESSEE shall be obligated to FULL SERVICE STORAGE, LLC for all costs, interest of 21%, attorneys fees, costs, and expenses associated with enforcement by FULL SERVICE STORAGE, LLC of its rights, including without limitation, reasonable attorneys' fees, court costs, service of process fees, appraisal fees and any and all other costs, as allowed by law.

**MISCELLANEOUS:** (a) If any portion of this Rental Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion of the Rental Agreement. (b) All the provisions hereof shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto. (c) The provisions of this agreement and the rights of the parties hereto shall be construed in accordance with applicable law of the State of Utah, including but not limited to the provisions relating to self-storage, Regulation U.C.A. 38-8-1, et. seq. (d) No waiver by FULL SERVICE STORAGE, LLC its agents or representative of any breach or default in the performance of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof. (e) No subletting of the LESSEE's storage space or any portion thereof or assignment of this Rental Agreement by LESSEE is permitted. (f) This Rental Agreement is the only agreement of the parties and supersedes any prior written or oral agreement. No amendment or alteration of this Rental Agreement shall be binding unless made in writing signed by both parties.

INITIALS \_\_\_\_\_