

HIDDEN SHORES VILLAGE COVERED STORAGE AGREEMENT

HIDDEN SHORES VILLAGE, (hereinafter "Landlord") hereby rents to _____ (hereinafter "Tenant"). Storage space _____ located at 10300 Imperial Dam Road, Yuma, AZ 85365, from the ____ day of _____, 200__, to the ____ day of _____, 200__ at a monthly rental of \$_____ including applicable sales tax, payable in advance on the ____ day of each month and thereafter on a month to month basis until terminated as provided herein. This rental agreement is subject to all of the terms and conditions hereinafter stated.

1. Tenant accepts the premises as suitable for the purposes for which they are rented and acknowledges the premises are in good condition and repair. The Tenant agrees to take good care of the premises during the term of this agreement. The \$_____ cleaning deposit charged by the Landlord will be refunded if Tenant cleans unit to Landlord's satisfaction. Tenant shall make no alterations or improvements to the premises without the Landlord's written consent. When Tenant removes stored goods and lock from rented unit, the unit is considered vacated. **TENANT AGREES TO PLACE ONLY ONE LOCK ON THE STORAGE UNIT AT ONE TIME.**
2. Tenant expressly agrees and covenants that the premises will be used for the storage of non-explosive, non-toxic, non-combustible and otherwise lawful and harmless personal property owned by Tenant. The storage unit shall not be used for human or animal occupancy, or commercial or private sales activity. Storage of any materials, which give off harmful or otherwise offensive odors, or materials, which in any way could cause harm to the property of the Tenant in an adjacent unit, is expressly forbidden.
3. Landlord shall not be responsible to Tenant, his invitees, agents or employees for damage to personal property caused by negligence, water, fire, theft, vandalism, defects in the premises or the same being or becoming out of repair or any casualty or cause whatever; Tenant agrees to hold Landlord harmless from and of any damage, loss, cost or expense. Tenant assumes full responsibility for fire and extended coverage Insurance on all property placed in the storage space hereby rented. Tenant shall assume all responsibility for any loss or damage to the property stored by Tenant in the premises and may not elect to provide insurance coverage for the same. It is expressly understood and agreed that Landlord does not maintain insurance for the benefit of the Tenant.
4. Landlord or Landlord's agents at all times shall have the right to enter upon the premises to inspect, repair, maintain, view or otherwise deal with the premises as Landlord shall determine, including, if necessary, moving the contents of the Tenant's premises from one storage to another suitable storage space.
5. **This agreement may not be assigned nor may Tenant sublet the premises without written consent of Landlord.**
6. In the event that Tenant shall fail to comply with any terms or conditions of this agreement, Landlord shall have all such rights entitled by, including the right to change locks and bar Tenants from the premises without notice. The Doctrine of Election of Remedies is hereby waived.
7. In addition to all rights pursuant to Landlord's liens, or other liens as provided in the state law of Arizona, Tenant hereby grants to Landlord a lien and security interest in all personal property of the Tenant that is upon the premises, as security for Tenant's performance of all items of this agreement. Notice shall be deemed given when mailed. Tenant shall have a duty to inform Landlord in writing of any change of his address. Tenant shall have the duty to accept all mail sent by Landlord to him. All cost and attorney's fees incurred in enforcing said liens shall be borne by the Tenant.
8. The parties hereto intend only to have the relationship of Landlord and Tenant, and at no time shall Landlord be deemed to be a warehouseman, bailee agent or other associate of Tenant's, nor an insurer of Tenant's property, nor shall any rights arising from such relationship exist as they exist between a Landlord and a Tenant.
9. Tenant agrees to be bound by rules and regulations now or hereafter promulgated by Landlord in connection with the rental of any space in the premises. A breach of such rules shall be deemed a breach of this lease entitling Landlord to any right it may have upon the default of Tenant, as herein provided.
10. Tenant further covenants with the Landlord that at the expiration as time mentioned in the lease, peaceable possession of the premises shall be given, to the Landlord in as good a condition as they are now, usual wear and tear accepted. In the event that Tenant shall abandon the space or any property herein, or in the event such property shall contain things which are dangerous, emit noxious odors or are otherwise offensive in any manner, Landlord shall have the right, without notice, to remove Tenant's lock to remove and to store such property in such manner and at such a place as Landlord shall determine and to dispose of such property as provided by law.

11. Upon the expiration of this lease if Tenant, with Landlord's written approval, continues to rent the premises on a month-to-month basis, all covenants and conditions contained in the lease shall continue in full force and effect. Notwithstanding anything here to the contrary, this agreement may be terminated by Landlord at any time by giving ten (10) days notice to the Tenant at the address set forth below.
 12. A late charge in the amount of \$10.00 shall be payable by Tenant to Landlord if rental fee is paid five (5) days past the due date, an additional \$20.00 will be incurred if rent remains unpaid fifteen (15) days past due date. Tenant also agrees to pay returned check fees and certified letter fees if required. There will be a \$25.00 charge on all returned checks. No final rental funds shall be returned or prorated. The existence of all liens commences the date the rent is unpaid and due. Lockout locks will be removed only during regular business hours; property stored in the leased space may be sold to satisfy the lien.
 13. In the event Landlord is required to obtain services of an attorney or enforce any of the provisions of this lease, Tenant agrees to pay in addition to sums hereunder and additional amount as and for attorney's fees and costs incurred.
 14. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, successors, administrators and assigns.
 15. The hours of operations of the storage facility shall be posted and may be changed by Landlord.
 16. Tenant hereby covenants that only Tenant's personal property shall be stored upon the premises. Tenant covenants that the property of no other person shall be stored upon the premises, except by prior written consent of Landlord and that such person is sub-lessee or an assignee and the other person shall sign as the additional Tenant upon this contract. Tenant also covenants that there are no liens against the stored property and that the total value of the property stored in the unit will not exceed \$50,000 without written approval of Landlord.
 17. HIDDEN SHORES VILLAGE regular business hours for late payments and removal of lockout locks are Monday thru Friday 8:30am to 2pm. Lockout lock can only, be removed by authorized Hidden Shores agent during the above business hours.
 18. STORAGE "open" times are posted on the web site: www.hiddenshores.com and are subject to change. Normally storage is open ½ hour after the store opens and ½ hour before store closes with the exception being during summer hours and it will close at least ½ hour before dark. Please check with main office @ (928) 539-6700 for specific closing.
 19. All new Tenants initial monthly rates will be computed as follows: 1st day of the month to the 15th day of the month will be prorated on a per day basis to the end of the month. Tenants moving in between the 16th day and the last day of the month will be prorated on a per day basis to the last day of the month, plus a full month's rent for the following month.
 20. If an existing Tenant desires to transfer from their present unit to a new unit, said transfer has to occur on the 1st, 2nd or 3rd day of the month, and said transfer has to be accomplished in one day.
 21. All Tenants must sign in and out and be escorted to site by a Hidden Shores agent.
 22. A maximum 5-mile per hour speed limit will be adhered to, any Tenant in violation of safe and prudent driving behavior will be evicted. All storage units must have their entrance sliders completely closed and locked when tenant is not on storage premises
 23. Any Tenant engaging in criminal activity will be evicted.
 24. It is the responsibility of the Tenant herein to provide insurance for the contents of his or her unit. Please sign in the box provided attending to your responsibility to provide your own insurance.
- SIGNATURE BELOW REPRESENTS YOUR UNDERSTANDING AND AGREEMENT AS TO ALL OF THE STATEMENTS CONTAINED IN THIS STORAGE AGREEMENT.

HIDDEN SHORES VILLAGE/ by: _____
(LANDLORD)

TENANT SIGNATURE

Name: _____
Address: _____
City: _____ State: _____ Zip: _____ Home Phone: _____
Employer Name: _____ Work Phone: _____
Auto Make/Yr/License #: _____ Driver's License # _____