

# Massillon Area Storage

## Lease Agreement

This lease agreement is made between Massillon Area Storage LESSOR, and \_\_\_\_\_ hereinafter called LESSEE. LESSOR does hereby demise and lease unto LESSEE unit number \_\_\_\_\_, at Massillon Area Storage in Massillon, Ohio. The term of this lease shall be from month to month, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. LESSEE shall pay unto LESSOR the sum of \$\_\_\_\_\_ per month, with **rent being due on the first (1<sup>st</sup>) day of each month** in advance and without notice as rent for the use of said rental unit. LESSOR acknowledges receipt of \$\_\_\_\_\_ which pays the rental through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. **THIS AMOUNT INCLUDES A \$20.00 SECURITY DEPOSIT WHICH IS REFUNDED IF UNIT IS LEFT IN A SATISFACTORY CONDITION (BROOM SWEEP CLEAN), AND KEY AND LOCK ARE RETURNED.** There will be a \$20.00 late fee charged if the monthly rent is not paid by the fifth (5<sup>th</sup>) of each month. Rent will be prorated for the 1<sup>st</sup> month ONLY.

Prorated month rent \_\_\_\_\_  
First full month rent \_\_\_\_\_  
Subtotal \_\_\_\_\_

Monthly rent \_\_\_\_\_

Tax 6 % \_\_\_\_\_  
Security deposit \_\_\_\_\_

Taxes 6 % \_\_\_\_\_

**Total due** \_\_\_\_\_

**Total due by 1<sup>st</sup> of each month** \_\_\_\_\_

LESSEE expressly agrees and covenants that LESSEE will not use said premises for any unlawful purpose; that LESSEE will pay the rent as it comes due; that LESSEE will not store explosive or highly inflammable material or goods, hazardous waste materials or chemicals in or on said premises; that LESSEE will keep said premises in good condition (ordinary wear and tear excepted); that LESSEE will not sublet the premises or assign this agreement; that LESSEE **WILL AT HIS OWN EXPENSE OBTAIN INSURANCE** if any is desired on the property stored on said premises; and that LESSEE will hold LESSOR harmless for any damages to said property caused by fire, water, or any other cause whatsoever. LESSEE shall hold LESSOR harmless from all loss, damage or liability of whatever nature caused by the actions of the LESSEE, his agents, servants or employees on LESSORS premises of which the leased space is a part. LESSOR shall have the right to enter into said unit at any reasonable time without notice to LESSEE to inspect, repair and maintain the premises, and, if deemed necessary by LESSOR, shall have the right to remove and/or move the contents of the storage unit to other suitable storage facilities.

In addition to such liens and remedies provided by law to secure and collect rent, and cumulative therewith, LESSOR is hereby given a lien upon LESSEE'S property which may now or at any time hereafter be stored on the leased premises. In the event of default in the payment of rent by LESSEE, LESSOR is authorized to seize and take possession of LESSEE'S property (by locking or otherwise securing) or, at LESSEE'S expense, to have LESSEE'S property appraised and moved to another suitable storage facility for further storage at the above agreed monthly rental rate.

IF LESSEE BECOMES 15 DAYS OR MORE DELINQUENT, LESSOR SHALL HAVE THE AUTHORITY TO LOCK OR OTHERWISE SECURE THE LEASED UNIT AND SHALL NOTIFY LESSEE IN PERSON OR IN WRITING BY UNITED STATES CERTIFIED MAIL, RETURNED RECEIPT REQUESTED, TO LESSEE'S LAST KNOWN ADDRESS. THE NOTICE SHALL INCLUDE LESSOR'S ITEMIZED STATEMENT OF THE SUM DUE TO LESSOR AT THE TIME OF ITEMIZED STATEMENT. LESSOR'S NOTICE SHALL SHOW THE DATE WHEN THE SUM BECAME DUE AS WELL AS ANY

OTHER SUMS THAT SHALL ACCRUE. THIS NOTICE WILL INCLUDE A DEMAND FOR PAYMENT OF THE SUM DUE WITHIN A SPECIFIED TIME, BUT NOT LESS THAN FOURTEEN (14) DAYS AFTER THE DATE OF THE NOTICE. THE NOTICE SHALL ALSO INCLUDE A STATEMENT THAT, UNLESS THE CLAIM IS PAID WITHIN THE TIME STATED, THE PERSONAL PROPERTY WILL BE ADVERTISED FOR PUBLIC OR PRIVATE SALE OR WILL BE OTHERWISE DISPOSED OF AT A SPECIFIED TIME AND PLACE. AFTER THE EXPIRATION OF THE TIME GIVEN IN THE LESSOR'S NOTICE, THE LESSOR SHALL PUBLISH AN ADVERTISEMENT OF THE INTENDED SALE OF LESSEE'S PROPERTY IN A NEWSPAPER OF GENERAL CIRCULATION IN THE COUNTY WHERE THE SELF STORAGE IS LOCATED.

IT SHALL BE THE RESPONSIBILITY OF LESSEE TO NOTIFY LESSOR OF ANY CHANGE IN ADDRESS OF LESSEE. AT ANY TIME AFTER FIFTEEN (15) DAYS OF THE NOTIFICATION OF LESSEE OF THE SALE OF THE PROPERTY, LESSOR MAY SELL SAID PROPERTY AT PUBLIC OR PRIVATE SALE. FROM THE PROCEEDS OF ANY SUCH SALE, LESSOR SHALL SATISFY HIS LIEN, INCLUDING THE REASONABLE COST OF RENTAL, LEGAL FEES, APPRAISAL FEES, MOVING EXPENSES, ADVERTISING COSTS, AND ANY OTHER EXPENSES OF THE SALE. THE BALANCE, IF ANY, OF THE SALE PROCEEDS SHALL BE PAID TO LESSEE. IF THE PROCEEDS OF THE SALE ARE NOT SUFFICIENT TO SATISFY THE LESSOR'S LIEN, THEN LESSEE SHALL OWE TO LESSOR ANY SUMS DUE WHICH REMAIN UNPAID.

***NOTICE!** Read your lease carefully. The landlord is not responsible to tenant or others for damage, loss or injury to property or persons for any cause whatsoever. The lease requires you to carry insurance.*

***RISK OF LOSS:** All property of any kind which may be stored on the premises (whether belonging to the Lessee or to third persons) shall be at the sole risk of Lessee, or those claiming by, through or under Lessee, and Lessor shall not be liable to lessee for any injury, loss or damage to any person or property on the premises for any event, including but not limited to, fire, flood, mildew, theft, or any other cause. Lessor shall not be responsible for carrying insurance of any kind to cover the contents of the premises. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property.*

A breach of any of the foregoing covenants and conditions by LESSEE shall, at the option of LESSOR, terminate this LEASE. In the event the LEASE shall become null and void and LESSOR shall retain that portion of rent paid in advance as liquidated damages. **There is no insurance on stored contents afforded by this agreement and LESSEE assumes all risks incidental to storage, and holds LESSOR harmless for any loss incurred on said premises.**

Signed at Massillon, Ohio this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MASSILLON AREA STORAGE, LESSOR  
P.O. Box 1340  
Massillon, OH 44648  
330-837-0102

LESSEE NAME

\_\_\_\_\_

BY: \_\_\_\_\_

LESSEE ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSEE PHONE:

Business: \_\_\_\_\_

Residence: \_\_\_\_\_