CAR STORAGE

MONTH-TO-MONTH RENTAL AGREEMENT

UNIT #: _____

All Storage
VEHICLES & MORE

ADDRESS
1160 W Welpman Way
Henderson, NV 89044

(725) 217-1848

EMAIL
vehiclesandmore@allstoragevegas.com

OFFICE HOURS
Mon – Sat 9 am – 4:30 pm
CLOSED ALL MAJOR HOLIDAYS

CUSTOMER CONTACT INFORMATION												
Name:												
Driver's License State & Number:						Birthdate (MM/DD/YY):						
Current Address:												
City:						State:	ZIP Code:					
Phone (main):						Phone (secondary):						
E-mail:												

VEHICLE INFORMATION													
Make:		Model:				Year:		Color:					
License Plate Number:													
Date Put in Storage (MM/DD/YY):							Estimated Removal Date (MM/DD/YY):						

EMERGENCY CONTACT INFORMATION	
Name:	Phone:
E-mail:	

This Month-to-Month Rental Agreement is hereby entered between Welpman Self Storage, LLC (hereinafter "All Storage" or Landlord"), on the one hand, and the Customer noted above, on the other hand.

1. Customer will pay $_____ per month. RENT IS DUE ON THE FIRST OF EACH MONTH. If this Rental Agreement is executed on a date other than the First Day of the month, then Customer has paid prorated Rent for the balance of the first month, and a full month's rent will be due on or before the 1st day of the following month, and every month thereafter during the Term of this Rental Agreement. The storage rate may not be increased during the period of this contract except upon notification to Customer in writing, which notice shall be mailed to the address provided by Customer within this contract at least 30 days prior to any such increase.

2. Customer authorizes All Storage to drive Customer's vehicle on, to and from storage areas utilized by it and store Customer's vehicle at areas of its discretion.

3. Customer will notify All Storage not less than 72 hours before Customer wishes to take his/her vehicle from storage. Taking the vehicle out of storage for any reason will result in a $30 de-storage fee added to the next month's rent or, in the case of vehicles being removed at the conclusion of the lease, added to the final invoice. If Customer requests his/her vehicle be removed from storage upon less than 72 hours notice, the de-storage fee shall be increased to $50.

4. All rent shall be paid in advance by the 1st day of each month and in the event Customer shall fail to pay the rent by the 5th day due, Customer shall pay, in addition to any other amounts due, a late fee of $10.00 on the 6th of the month. If delinquency of rent payment continues, additional charges will be assessed as follows: On the 15th day of delinquency: a $15.00 late notice/late letter charge. If rent and fees remain unpaid, on or after the 30th day of delinquency Customer will be notified by electronic mail and regular mail to the last address of record, that

INITIALS: _____

Customer is in DEFAULT. On the 30th late day, a fee of $25.00 will be assessed for mail actions, mailing and administrative costs. On the 45th day of delinquency Customer will be notified by electronic mail and regular mail to the last address of record. On the 45th late day, a fee of $25.00 will be assessed for mail actions, mailing and administrative costs. A fee of $25.00 will be charged for every returned check and/or credit card charges that are charged back for any reason.

5. Battery charge, fuel and all other fluids and oil, if necessary, will be charged to Customer at All Storage's cost plus staff time at the rate of $30 per hour, minimum one (1) hour charge per service. If Customer requests that personal belongings be retrieved from vehicle, a fee of $10.00 will be charged.

6. **Vehicle Insurance**: Customer agrees to maintain, at Customer's sole expense, a policy of comprehensive physical damage coverage for the full value of Customer's vehicle. Such insurance shall be primary for any loss of or damage to Customer's vehicle. Insurance on Customer's vehicle is a material condition of this agreement and is for the benefit of both the Customer and All Storage. Failure to carry the required insurance is a breach of this agreement and Customer assumes all risk of loss to the vehicle that would be covered by such insurance. Customer expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Customer against All Storage, All Storage's agents or employees for loss of or damage to any vehicle. Customer shall provide All Storage with proof of insurance at the time this Rental Agreement is executed and within seven days of any future request for proof of insurance by All Storage.

7. **Limitation of Liability**: Customer understands and agrees that All Storage is only liable for loss of or damage to the vehicle caused by the willful and negligent acts of its employees. All Storage carries insurance to cover such risks. Customer understands that All Storage carries insurance with limits not in excess of $15,000 per stored vehicle. Customer agrees that All Storage's responsibility for loss or damage to Customer's vehicle shall be limited to All Storage's available insurance. Customer further agrees that its total recovery in any claim, dispute, or legal proceeding against All Storage shall be limited to All Storage's available insurance policy limits, regardless of the amount of any judgment that may be obtained in connection with any such claim, dispute or legal proceeding. This limit is intended to include any claim for damages, including but not limited to any claim for fees, costs, interest and any litigation-related expenses of any kind or nature whatsoever. All Storage is not liable for any loss of or damage to any personal effects or belongings left in the vehicle, or any after-market electronics left in the vehicle. Customer understands that only factory-installed equipment is included in the protection of All Storage's insurance. All Storage is also not liable for any physical, structural, or mechanical defects or damage to the vehicle, or the failure of any part of the vehicle to properly function, regardless of when such defects or problems arise. Any vehicle insurance carried by Customer shall be primary for any loss of or damage to the stored vehicle and any claim must first be made under Customer's insurance policy, and Customer's insurance policy must be exhausted, before All Storage shall have any potential liability.

8. **Consequential Damages Waiver**: Customer hereby waives and releases any claims against All Storage for, or right to pursue claims for, any consequential, incidental, exemplary, punitive or special damages.

9. Customer further agrees that no claims shall be directed by Customer against All Storage's individual owners, managers, employees, or agents but rather any claims brought by or on behalf of Customer shall be asserted exclusively against Welpman Self Storage, LLC.

10. Customer and All Storage agree that in case any one or more provisions set forth in this Rental Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Rental Agreement or the application of such provisions to other persons or circumstances, and this Rental Agreement shall be enforceable to the greatest extent permitted by law.

11. If any part of the rent or other charges due from Customer remains unpaid for 14 consecutive days, All Storage may terminate this agreement by sending a written notice to customer's billing address. Customer must notify All Storage in writing if Customer wishes to receive notice at a different address.

12. Customer grants All Storage a lien on the stored vehicle for rent, fees and other charges. The lien shall be enforced pursuant to Nevada Department of Motor Vehicle procedures then in effect for the sale of vehicles pursuant to Nevada Revised Statutes 108.310. If All Storage is forced to conduct a lien sale on Customer's vehicle because of unpaid amounts due, an additional charge of $500 will be billed to Customer upon the sale.

13. **Indemnity**: To the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless All Storage and All Storage's owners, managers, employees and agents from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities,

SIGNATURES			
Customer/Tenant:	Date:	All Storage, Landlord/Agent:	Date:

costs and expenses (including reasonable attorneys' fees and costs incurred as a result of such claims or in enforcing this indemnity provision) arising out of or related to the vehicle, Customer's conduct, the conduct of any person designated in writing by Customer to pick up the vehicle, or any breach of this agreement by Customer.

14. **Dispute Resolution**: Any disputes under or arising out of this Agreement or between the parties shall be submitted to binding arbitration in Clark County Nevada in accordance with terms of the arbitration provision accompanying this agreement. This agreement shall be interpreted in accordance with the laws of the State of Nevada, any dispute between the parties shall be determined pursuant to the laws of the State of Nevada.

15. **Repossession by Owner / Law Enforcement Activities**: Customer agrees that: (a) All Storage is authorized to allow law enforcement access to the stored vehicle upon request, with or without a valid search warrant; (b) All Storage is authorized to allow law enforcement to take possession of the stored vehicle upon any law enforcement officer's representation that they have authority to take possession of the stored vehicle; (c) All Storage is permitted to release possession of the stored vehicle to any person providing documentation reasonably demonstrating that such person is the owner of the stored vehicle or any person designated in writing by Customer to pick up the vehicle; (d) All Storage shall not be required to challenge any law enforcement attempt to investigate or take possession of the vehicle, or any attempt to obtain possession of the stored vehicle by any person providing documentation reasonably demonstrating that such person is the owner of the stored vehicle; (e) Customer agrees to indemnify All Storage for any costs incurred arising out of or related to any law enforcement attempt to investigate or take possession of the stored vehicle, or any attempt to obtain possession of the stored vehicle by any person providing documentation reasonably demonstrating that such person is the owner of the stored vehicle; and (f) Customer waives, releases and forever discharges All Storage and its owners, managers, employees and agents from any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses arising out of or related to any law enforcement attempt to investigate or take possession of the stored vehicle, or any attempt to obtain possession of the stored vehicle by any person providing documentation reasonably demonstrating that such person is the owner of the stored vehicle.

16. Customer understands All Storage is not responsible for personal effects or belongings left in the vehicle.

17. Are there any mechanical defects? ☐ Yes ☐ No If yes, describe: _____

_____

_____

18. Do you, Customer, have a lien on this vehicle? ☐ Yes ☐ No If yes, with whom? _____

19. UPON MOVE-OUT OF CUSTOMER'S VEHICLE ONLY CASH OR CREDIT CARD WILL BE ACCEPTED.

20. Customer or Customer's agent and All Storage have inspected the stored vehicle on the date it is stored at All Storage and have described its condition in the Vehicle Inspection Form which is attached to and made part of this agreement. Customer and All Storage agree that they are bound by the description of vehicle's condition described in the Vehicle Inspection Form last executed by the parties.

SIGNATURES			
Customer/Tenant:	Date:	All Storage, Landlord/Agent:	Date: