MAHONEY'S STOR-ALL

PO Box 698, Buffalo, WY 82834 Business: 307.684.2911 · Cell: 307.620.1015

Mahoney's Stor-All (hereinafter **MSA**) of Buffalo, Wyoming and _____

Address: _____ and phone:_____,

(hereinafter, whether one or more, Lessee), agree as follows:

1 For and in consideration of the mutual promises and covenants hereinafter made and of the sum of $ _____ per month, payable monthly on the __**1ˢᵗ**__ of each and every month in advance **MSA** shall lease to lessee one storage space, Unit No. _____ Lessee shall pay **MSA** a deposit of $**25.00**: said deposit shall be returned at the termination of the lease unless it is necessary for **MSA** to use part or all of the deposit to correct breaches of the lease by the tenant (such as failure to leave the space clean, haulage charges, damages, late charges, and past due payments, etc.); further the parties agree as follows:

2 **MSA** does not bill each month. Lessee shall make a record of its due date specified in paragraph 1 and shall pay every month on or before its due date. After five (5) days delinquency, a bill will be mailed with an additional $1.50 charge per day which shall accrue on a day to day basis on the sixth (6ᵗʰ) day of delinquency and each day thereafter until payment is made. Non-payment can result in a company lock being installed on the unit at an additional charge of $5.00. Time is of the essence of the lease.

3 This lease shall be on a month-to-month basis and is terminable upon ten (10) days notice by either party to the other party, except in the event of termination under paragraph 5.

4 Lessee shall use the storage space for the storage of personal property only. No storage space may be used for any hazardous purpose, unlawful purposes, nor may it be used for any animal or human habitation. No dangerous materials of any sort, nor explosives or highly flammable materials shall be stored. Nor shall Lessee sort any items which are in violation of any order or requirement of any governmental agency or store any materials nor do any act which creates a nuisance in or upon the premises. Upon demand by **MSA** or any of its agents, Lessee agrees to unlock and permit inspection of the storage space and contents thereof.

5 If Lessee refuses to permit inspection as provided in the Immediately preceding paragraph within five (5) days after the date of mailing written notice demanding such inspection or if the Lessee is more than five (5) days delinquent in his monthly payment, then any or all of the following options are available to **MSA**.

(a) **MSA** may enter the storage space by whatever means necessary to inspect the space and its contents and remove anything found therein deemed by **MSA** to be hazardous or unlawful.
(b) **MSA** may lock the storage space and hold the contents as security for past due rent.
(c) **MSA** may enter the storage space by whatever means necessary, if **MSA** has not received payment in full within seven (7) days of mailing of the delinquency notice specified in paragraph 2 above: **MSA** shall then give Lessee five (5) days written mailed notice that the contents in the storage space are to be sold. If payment in full is not received on or before the fifth (5ᵗʰ) day from the date of mailing the five (5) days written notice, the contents of storage space shall be sold and the proceeds applied to the (a) past due rent, (b) charges specified in paragraph 2, (c) cost of sale; and any balance remaining thereafter will be paid to the Lessee upon demand (or in the discretion of **MSA)** mailed to Lessee.

6 Lessee agrees that in the event the rent and charges specified in paragraph 2 are delinquent, that **MSA** may undertake the remedies specified in this lease (and any other remedies of law available to it) and in the further event that **MSA** provides Lessee with the notices specified herein, that all right, title and interest in and to the contents of storage space shall pass to **MSA** and that **MSA** has full authority to sell the contents of the storage space under terms and conditions provided in this agreement.

7 The storage unit may not be sublet in whole or in part without written consent of **MSA**. Upon expiration of the term of storage unit will be surrendered peaceable, broom clean, and in as good a condition as the same is now, reasonable wear and tear alone excepted.

8 **MSA** reserves the right to raise the rent whenever deemed necessary.

9 The Lessee agrees to be solely responsible for the protection of his property stored in the storage unit by purchasing insurance at his sole expense or by other means. **MSA** shall not be liable to Lessee or to any other person for any loss or damage to the property of the Lessee or any other person caused by any acts of negligence whatsoever (including the negligent act of **MSA** or its agents) or for any loss or damage to the property of Lessee due to building or its appurtenances being improperly constructed or being or becoming out of repair. Lessee hereby agrees to Indemnify **MSA** and holds him harmless for any loss, expense or claims arising out of such damage or injury (including damage or injury resulting from negligence of **MSA** or its agents).

10 If articles of any kind are left on the outside of the buildings, a charge for hauling away will be charged against the deposit.

11 If there are two or more Lessees named herein, then each is jointly and severally liable for the lease payment and other payment and other covenants made herein.

12 The address given herein as that of the Lessee shall be conclusive upon the Lessee until notice of the change in address is given by the Lessee in writing to **MSA**. Any notice whatsoever shall be binding upon the Lessee irrespective of whether the Lessee actually receives the notice if the same is placed in the U.S. mails, postage, prepaid, addressed to the Lessee at the specified herein or the new address given by the Lessee in writing to **MSA**.

13 E-mail address: _____

14 The lease shall be binding upon the personal representatives, successors and assigns of the parties hereto.

15 Dated this day of _____ , 20____

Lessee _____   _____
                                                                                            MAHONEY'S STOR-ALL