



**9345 W. Flamingo Rd.  
Las Vegas, NV 89147**

### **Rental Agreement - Month-to-Month Tenancy**

THIS AGREEMENT, (the "Agreement"), is made and entered into on \_\_\_\_\_, by and between Morningstar as agent for MSC West Flamingo Rd., LLC, d/b/a Morningstar Storage (the "Owner"), and \_\_\_\_\_ (the "Occupant"), whose last known address is:

<b>Name of (Occupant):</b> _____	<b>Date:</b> _____
<b>Address:</b> _____	
<b>Phone:</b> _____	
<b>Cell Number :</b> _____	
<b>EMail:</b> _____	
<b>Space #:</b> _____	<b>Access Code:</b> _____

(Occupant) hereby rents from MSC West Flamingo Rd., LLC (Owner) those certain premises described as Space Number \_\_\_\_\_, approximate size \_\_\_\_\_ ft. X \_\_\_\_\_ ft. \_\_\_\_\_ ft.<sup>2</sup>), located at above address and hereinafter referred to as "Premises," on the following terms and conditions. For this agreement, "premises" also includes outside storage parking spaces for vehicles, including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers.

**Military: Please initial whether you or your spouse are active-duty Military, Reserve, National Guard, Public Health Service, or National Oceanic and Atmospheric Administration.**

YES \_\_\_\_\_ NO \_\_\_\_\_

**If "occupant" initials yes, they will provide in writing to the Owner their Social Security Number, Military Branch, Base Assigned and Commanding Officer.**

# Please see the Military Notice addendum to this Lease for further information.

**1. Term.** Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth beginning on the \_\_\_\_\_, and continuing month-to-month until terminated.

**2. Rent.** Occupant shall pay Owner rent in the sum of \$ \_\_\_\_\_ per month, payable in advance upon the first day of each and every calendar month at the Owner's Address. If the beginning date is other than on the first day of the calendar month, then the rental shall be prorated for the first month from such beginning date. **RENTAL PAYMENTS RECEIVED AFTER THE CLOSE OF BUSINESS (5:00 PM) ON THE FIFTH (5th) DAY OF THE MONTH ARE SUBJECT TO A LATE FEE OF 20% OF THE MONTHLY RENTAL RATE OR \$20 WHICHEVER IS HIGHER. This late charge shall be due and payable immediately without demand from Owner. If any check is dishonored for any reason, said late charge shall be due in addition to a RETURN CHECK CHARGE of \$25.** If any monthly installment is not paid by the TENTH of the month due, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. If the Occupant is in default hereunder, Occupant agrees that a padlock may be installed by Owner on the space and gate access denied, and Occupant agrees to pay the overdue rent, plus the aforementioned late payment charges before he shall be allowed to regain access to the Space. Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of property. Any payments made to stop the foreclosure and sale of the Occupant's property must be paid in cash, certified funds or money order. **Personal checks will not be accepted.** If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum **PUBLIC AUCTION PROCESSING FEE of \$75.00.** Other fees charged to the Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. **PLEASE PAY BY THE 5th TO AVOID INCURRING A LATE CHARGE.**

**3. Denial of Access.** If rent is not paid within ten (10) days of the monthly due date, Owner may, without notice, deny the Occupant access to the property located in the self-storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the Premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

**4. INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.**

Occupant, at Occupant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Occupant's stored property is a material condition of this agreement and is for the benefit of both Occupant and Owner. **Occupant's failure to carry the required insurance is a breach of this agreement,** and Occupant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts

whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

**5. Use and Occupancy and Compliance with Law.** The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives or any highly flammable goods or any other goods in the space which would cause danger to the space. The Occupant agrees that the property will not be used for any unlawful purposes, and the Occupant agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement. The Space may be used and occupied only for the storage of personal property in compliance with all applicable Federal, State and local laws, rules, ordinances and regulations and for no other purpose without the prior written consent of the Owner. No animals or perishable items, such as food, or hazardous material (as defined from time to time by local, state or federal law or regulation), shall be placed in the Space by the Occupant without the Owner's prior written consent. Occupant shall not keep anything within the Space or use the Space for any purpose that increases insurance premium cost or invalidates any insurance policy carried on the Space, or for the storage of any property which shall be in violation of any order or requirement imposed by any government or governmental agency, or in violation of any legal requirement; or so any act or cause to be done any act that creates a nuisance in or upon or connected with the Space. Vehicles or other fuel-driven equipment may be stored only if the fuel tanks are empty. **Occupants shall not use the Space for residential purposes and shall have access to the Space and common areas only during such hours and days as Owner permits.**

**6. No Bailment Intended.** All property stored or maintained within the Space by Occupant shall be at Occupant's sole risk of damage or loss. Occupant acknowledges that no bailment or deposit of goods for safekeeping is intended or created by this Agreement. **Owner exercises neither care, custody, nor control over Occupant's stored property.** The Occupant acknowledges that the Owner does not furnish any security for the Space rented nor does the Owner make any claim or representations concerning the security of the facility or the Space rented. The Owner shall not be responsible for the theft or mysterious disappearance of the Occupant's property or for damage caused thereto by fire, water, freezing, heat, extreme changes in temperature, humidity, dampness, leakage, rodents, insects, mold, mildew, lightning, windstorm, hail, snow, flood, explosion, riots or civil disturbances, collapse of building, actions of other Occupants, loss or failure of electricity or from any cause whatever, except if caused by the willful or grossly negligent acts of the Owner or its agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

**7. Conditions and Alterations of Space.** Occupant acknowledges that he/she has examined the Space and hereby accepts them as being in good order, condition, and repair. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Occupant shall maintain and return the Space in the same good condition, reasonable wear and tear expected, as they were upon the beginning date of this Agreement. Occupant agrees immediately to notify Owner of any defects or dangerous conditions. Occupant agrees to pay Owner promptly for any repairs made by Owner to the Space caused by the negligence or misuse of Occupant, or of Occupant's agents, invitees, licensees, and guests. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

**8. Limitation of Value.** Because the value of the property stored may be difficult or impossible to ascertain, Occupant agrees that the aggregate value of all personal property stored does not exceed, nor will be deemed to exceed, \$5,000. Occupant may store property worth substantially less than \$5,000 and nothing contained in this Agreement shall be evidence or admission that the aggregate value of the property stored is, or is expected to be, at or near \$5,000. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity, or value of property stored by Occupant pursuant to this agreement. Occupant acknowledges that the Space are not suitable for the storage of heirlooms or other precious or irreplaceable property such as objects for which no immediate market exists and objects that are claimed to have special or emotional value to Occupant. Occupant waives any claim for sentimental attachment or for Occupant's emotional attachment to the property that is placed in the Space.

**9. Right to Enter, Inspect, and Repair Space.** Occupant shall grant Owner, Owner's agents or the representatives of any governmental authority, including police and fire officials, access to the Space at all reasonable times without prior notice to Occupant. Owner, Owner's agents or the representatives of any governmental authority shall have the right to immediately remove Occupant's lock and enter the Space for the purpose of examining the Space or the contents thereof, or for the purpose of making repairs or alterations and taking such other action as may be necessary

or appropriate to preserve the Space, or to comply with applicable law or enforce any of Owner's rights. Occupant further authorizes Owner to release any information regarding tenancy as may be required by law or requested by any governmental authority agency.

**10. Rules and Regulations.** Any rules and regulations posted in a conspicuous place on Owner's property or otherwise made known to the Occupant, including any additional rules and regulations promulgated by Owner concerning this tenancy and made known to Occupant by conspicuous posting or otherwise, are made a part of this Agreement, and Occupant shall always comply with such rules and regulations.

**11. Renewal-Termination.** Provided Occupant is not in default hereunder, this Rental Agreement automatically shall be renewed from month to month, upon the same terms and conditions, unless either party shall give to the other written notice of cancellation, at least ten (10) days before the end of the month. Written notice of termination from Occupant must be given to Owner at the Owner's Address, which address may be changed by written notice from time to time and notice of termination shall be effective upon receipt by Owner or Owner's authorization agent. Rent shall be payable by the Occupant to Owner during such notice prior and through the end of the month. Owner may terminate this Agreement immediately due to Occupant's Breach of the Peace or other violations of this Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant.

**12. Owner's Lien: OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF SERVICE STORAGE FACILITY LIEN ACT" SET FORTH IN NEVADA NRS 108.473 TO 108.4783. ALL ARTICLES STORED BY A RENTAL AGREEMENT, AND CHARGES NOT HAVING BEEN PAID FOR THIRTY DAYS, WILL BE SOLD OR OTHERWISE DISPOSED OF TO PAY CHARGES. THE OWNER IS NOT LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED IN DOCUMENTS OR ELECTRONIC STORAGE MEDIA: (A) THAT ARE A PART OF THE OCCUPANT'S PROPERTY SOLD OR OTHERWISE DISPOSED OF; AND (B) OF WHICH THE OWNER DID NOT HAVE ACTUAL KNOWLEDGE.**

**13. Owner's Lien and Security Interest.** Upon default by Occupant, in addition to any statutory Owner's lien, but not in lieu thereof, Owner at all times shall have a valid, contractual lien for all rentals and other sums of money becoming due hereunder from Occupant, upon all property located in the Space. Occupant hereby grants to Owner a security interest in all property stored by Occupant in the Space, for the purposes of this paragraph. Furthermore, in addition to the rights and remedies granted to Owner hereunder, Owner may enforce all rights granted to it by the laws of the State without having made an election of remedies.

**14. Assignment or Subletting.** Occupant shall not sublet or assign all or any portion of the Space without the prior written consent of Owner. Any such attempt to sublet or assign shall be void and shall constitute a default on the part of the Occupant.

**15. Electricity.** The Owner, at its option, may provide an electric light in the Occupant's storage unit. Such light, if provided, is for illumination only and cannot be used as electricity source for other purposes. Electricity for purposes other than illumination may be provided at the Owner's option and is subject to an additional charge. Owner in all cases is not liable for damages resulting from an interruption of power.

**16. Vehicles.** Vehicles (including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the self-storage space after

termination of the rental agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

**17. Abandonment.** In the absence of written notice to the Owner to the contrary, if all property is removed from the Space and/or the Occupant is otherwise in default under the terms hereof, or if the Occupant has removed his lock from the Space, the Occupant shall be deemed to have abandoned the Space.

**18. Attorney's Fees and Costs.** In the event of Occupant's breach hereunder, and Owner retains an attorney to represent it in connection with such breach, then Occupant agrees to pay to Owner all reasonable attorney's fees incurred by Owner in connection therewith. If Owner brings legal action in connection therewith, then Occupant shall pay to Owner all costs, expenses, and reasonable attorney's fees in connection therewith.

**19. Waiver of Jury Trial.** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with this Agreement, Occupant's use or occupancy of the Space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

**20. Binding Lease.** This Agreement is binding upon the parties hereto and their heirs, successors, and permitted assigns.

**21. Subordination.** This lease shall be and is subordinate to the interest of any holder of any mortgage or deed of trust or any other instrument given by owner to secure any debt or obligation of Owner, whether now existing or hereafter entered into and any modifications, replacements, renewals, or extensions thereof and Occupant agrees to execute any instrument which Owner may request to further evidence and/or effect such subordination and appoints Owner as its Attorney-in-Fact to execute any such instrument.

**22. Notices from Owner.** All notices required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

**23. Notices from Occupant.** Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. Occupant understands he must personally deliver such notice to Owner, mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement or provide such information via e-mail sent to the correct e-mail address and verified by Owner.

**24. General Provisions.** This Agreement may be changed or amended only by a written notice signed by the Owner or Owner's Authorized Agent. The waiver by the Owner of any provision of this Agreement will not be deemed to be a waiver of such provision in the future or of any subsequent breach of the same or any other provision of the Agreement. Interest will accrue on all sums due at the judgment rate.

**25. Severability.** In the event that any provision of this Agreement shall be held to be invalid and unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

**26. Changes.** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change by Owner upon thirty (30) days prior notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

**27. Occupant's Lock.** The Occupant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the

Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

**28. Personal Injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage Space from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

**29. Release of Information.** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**30. Military Service.** If you or your spouse are currently serving in the Military, Military Reserves, National Guard, Public Health Service or National Oceanic and Atmospheric Administration, please see the Military Notice addendum to this lease for further information. It must be completed and signed before access to your space is granted. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

**31. Financial Information.** Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

**32. Climate Control.** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

**33. Limited Warranty.** This Agreement and its Addendum contain the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the Space and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased Space and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space and facility, and that Occupant accepts such leased Space and facility AS IS and WITH ALL FAULTS.

**34. Permission to Call, Fax, E-Mail or Text.** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting

Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant with marketing and/or other business-related communications.

**35. Entire Agreement.** The making, execution and delivery of this Agreement by the Occupant has not been induced by any representations, statements, warranties or Agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

**DO NOT SIGN THIS AGREEMENT UNTIL YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH (1 THRU 35), ALSO OCCUPANT AGREES ALL INFORMATION IS CORRECT ON PAGE 1 OF THIS AGREEMENT.**

**OCCUPANT:**

**MSC West Flamingo Rd., LLC, Landlord:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_