

**PG SELF STORAGE, LLC DBA
PLEASANT GROVE SELF STORAGE
1441 W. Pleasant Grove Road
Rogers, Arkansas 72758
479-621-0707**

Space # _____
Unit Size _____

PLEASANT GROVE SELF-STORAGE, as Landlord, leases to _____, as Tenant, Storage Space # _____, located at 1441 W. Pleasant Grove Road, Rogers, Arkansas 72758. This Lease starts on _____, 20____, and terminates on _____, 20____, at the rent of \$_____ *plus tax*, paid by Tenant to landlord on the starting date, and thereafter will be renewed on a month-to-month basis until the Lease is terminated. Tenants agrees to pay Landlord advance monthly rent of \$_____ *plus tax* on or before the first day of each month during the renewal periods. A full month's rent is due on the first (1st) day of each month.

THIS LEASE AGREEMENT IS ALSO MADE ON THE FOLLOWING TERMS AND CONDITIONS:

1. **CHANGE OF TENANT INFORMATION.** Tenant agrees to immediately notify Landlord of changes in Tenant's mailing address, phone number or other information. A change of mailing address will not be effective unless the new address is **complete** and the notice is **in writing, signed, and dated** by Tenant and actually **received** by Landlord. Return addresses on envelopes, forwarding orders or addresses on checks are insufficient. Phone numbers may be changed orally or in writing.
2. **TENANT INFORMATION.** Landlord reserves the right to check Tenant's background, credit history and/or criminal history and refuse to rent to Tenant, or terminate Tenant's Lease, as the case may be, upon receipt of such information.
3. **USE OF STORAGE SPACE.** Tenant agrees not to use the storage space for any unlawful purpose, and that the storage space is to be used by Tenant only for storage of personal property. **Storage of explosives, toxic wastes, highly flammable materials or illegal drugs and contraband is expressly prohibited.**
4. **RISK OF LOSS.** Tenant agrees that the use of the storage space is at **Tenant's sole risk**. Tenant agrees that Landlord shall not be liable to Tenant or Tenant's invitees for any personal injury or damage to personal property caused by any act or negligence of any person. Tenant agrees that Landlord is not a bailor or warehouse man and that Landlord is renting storage space to Tenant for Tenant's self-service storage use.
5. **RESPONSIBILITY FOR DAMAGE.** Tenant agrees that Landlord is not liable for burglary, theft or damage by third parties. Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family or guests to the storage space rented or to any other real or personal property located at the facility or used in connection therewith.
6. **LIGHT IN STORAGE SPACE.** Tenant agrees to furnish replacement bulbs in the storage space, and to use the electrical outlet furnished for light only. Tenant agrees not to use said outlet for the operation of any heater, air conditioner, refrigerator, freezer, fan, power tools or other electrical appliances without prior written approval from Landlord. (Excludes battery charger for boats or RVs which is expressly approved by Landlord.)
7. **CARE OF STORAGE SPACE.** Tenant agrees to take good care of the storage space and to hold Landlord harmless for any damage to property or personal injury caused by Tenant or by persons acting on behalf of Tenant, and maintain a locked unit at all times.

8. **TERMINATION AND MOVE-OUT NOTICE.** Provided that Tenant complies with the minimum length of lease term as stated above, Tenant may terminate this Lease and move out of the storage space by written notice delivered to Landlord at Landlord's mailing address at least ten (10) days before Tenant's intended termination date. If mailed, such notice must be postmarked at least ten (10) days before such termination date. Either party may terminate this Lease upon ten (10) days written or oral notice to the other party. If this Lease is terminated by Tenant or Landlord, no rent will be refunded. If the space is substantially damaged due to fire, windstorm or other casualty in Landlord's sole judgment, Landlord may terminate this Lease. Tenant may not holdover after termination of possession or termination of the Lease by Landlord. **Tenant agrees to notify Landlord that the storage space has been vacated.**
9. **MOVE-OUT DUTIES.** At or before the end of the rental term or renewal period, Tenant must vacate the storage space completely. Tenant must remove Tenant's lock(s). As long as the storage space unit has Tenant's lock, Tenant is responsible for the rent and fees due. Tenant must remove all contents and debris. Tenant must leave the storage space in good condition and "broom clean."
10. **LANDLORD'S RIGHT OF ENTRY.** Landlord may, at reasonable times, enter the storage space under any of the following circumstances:
- (a) Landlord has express written or oral authority from Tenant to enter;
 - (b) Landlord reasonable believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, spoiled food, carcasses, volatile chemicals or fuel not in containers approved by Landlord;
 - (c) Landlord has reasonable grounds to believe that criminal activity is occurring in the storage space;
 - (d) Landlord has made written request to Tenant by mail for access to the storage space for inspection, repair, improvement or relocation of contents after casualty loss, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than three (3) days from the mailing of such request; or

Landlord may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if (a) Landlord has authority to enter under this paragraph, and (b) Landlord has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or storage space from loss or damage from casualty or theft. Landlord will pay labor costs of relocation and Tenant will pay for new lock. If Landlord relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent but will be liable for reasonable storage charges not exceeding the rent. If Tenant's lock is removed under this Paragraph or under Paragraph 24(d), Tenant will pay reasonable lock removal charges. Landlord will promptly notify Tenant by regular mail or phone of any entry or relocation authorized by this Paragraph. Tenant will continue to have access to relocated property except when in default.

11. **NO SUBLETTING OR ASSIGNMENT.** No subletting of the storage space or assignment of this Lease by Tenant is permitted.
12. **NO ALTERATIONS.** Tenant shall not modify, alter, paint, deface or put holes in the walls, floors or ceilings of the space of facility in any manner.
13. **PAYMENTS AND NOTICES.** Payments may be made in cash, credit card, personal or company check, money order, or certified or cashier' check. However, Landlord may change permitted mode of payment at any time, upon notice to Tenant. If Tenant is in default under this Lease, payment must be made in cash money order, or certified or cashier's check. If cash is accepted by Landlord, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. **All payments must be delivered or mailed to Landlord's**

mailing address listed above. Notices to Landlord must be hand-delivered, mailed or faxed. When giving notice to Landlord, Tenant has the burden of proving delivery to Landlord.

14. **LIEN.** Under Act 576 of 1987 Acts of Arkansas, codified at ARK. CODE ANN. § 18-16-401, *et seq.*, Landlord has a priority contractual and statutory lien on all property in Tenant's storage space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in Paragraph 24.

15. **RENT AND CHARGES.** Monthly rent is listed above.

- (a) Rent must be received by Landlord in advance without demand at Landlord's mailing address on or before the due date.
- (b) Rent is delinquent and Tenant is in default if rent is not received by the 5th day of each month. **An initial late charge of \$10.00 will be assessed on accounts delinquent after the 5th day of each month, and an additional late charge of \$20.00 will be assessed on accounts delinquent after the 20th day of each month.**
- (c) Late charges are agreed liquidated damages for Landlord's time, effort, inconvenience and overhead in corresponding, telephoning and recordkeeping (except for attorneys' fees) regardless of the extent of collection efforts. At Landlord's option and without notice, Landlord may apply money received to any obligation of Tenant under this Lease, or any other lease agreement Tenant has with Landlord, regardless of Tenant requests or Tenant notations on checks or money orders to apply the money to a specific purpose and regardless of when the obligations arose or the number of storage spaces covered in the Lease.
- (d) Landlord has no duty to place a lock on Tenant's storage space. But if the Tenant's storage space is lockable and has not lock on it and Landlord locks it with Landlord's lock, Tenant will pay for the reasonable cost of the lock at the current retail price for the lock as charged by Landlord. Such Landlord action does not create a bailment or constitute care, custody or control.
- (e) Landlord may assess a \$25.00 charge for each of Tenant's checks returned to landlord for any reason.

16. **NO PRIOR LIENS ON PROPERTY.** Unless Tenant advised Landlord in writing to the contrary, Tenant hereby represents that there is not any prior lien on any property to be stored in the storage space.

17. **NO INVOICES.** Tenant's obligations are not contingent on receiving invoices. If Tenant requires an invoice, Landlord may assess a fee of \$5.00 per invoice for each invoice.

18. **NO WARRANTIES.** No express or implied warranties are given by Landlord. Landlord disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety or fitness for a particular purpose. Landlord's agents and employees have no authority to make warranties or alter this Lease.

Tenant inspected or had the right to inspect the storage space and the facility before signing this Lease. Tenant accepts same "AS IS," including existing access controls, lighting, size, construction design or quality, and fences/gates or lack thereof. Landlord does not promise safety or security of persons or property on the premises and Landlord has not duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement or other assertion or omission made by Landlord or Landlord's agents relating to the storage space and facility. Instead, Tenant is relying on Tenant's own inspection and this Lease.

19. **NO WAIVER BY LANDLORD.** Landlord's agents and employees do not have authority to waive, amend or terminate this Lease or to make promises, representations or agreements which impose any duties or security or

other obligations on Landlord unless done in writing in Paragraph 26 regarding special provisions or in any addendum or supplemental rules.

20. **LAW ENFORCEMENT DIRECTIVES.** Upon presentation of a search warrant by a health or law officer, Landlord may open the storage space or allow such officer to open the storage space for inspection by such officer, and such officer may lock the storage space (if the space is lockable). Landlord may also lock the storage space (if the space is lockable) but is not required to do so.
21. **NONLIABILITY AND RELEASE FOR LOSS OR INJURY; INSURANCE.** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family and guests while in the facility. Landlord is not a bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Lease, "Tenant's property" and "contents" mean all contents that have been stored in the storage space or brought onto the property by Tenant or others. **Landlord is not liable for loss or damage to property stored in or transported to or from Tenant's storage space, regardless of who owns such property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Landlord or Landlord's agents, theft by others, war, acts of terrorism, or any other cause unless such is prohibited by law.** Any insurance maintained by Landlord is by law only for the benefit of Landlord.

Without Landlord's written permission, Tenant will not store property that has an aggregate value of over \$5,000 or that may cause emotional distress or consequential damages if it were missing, stolen or damaged. Tenant will purchase fire, theft and casualty insurance on all of Tenant's property if its value exceeds \$5,000. The purpose is to protect Tenant, other tenants, Landlord and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster or other harm caused whatsoever, whether or not by weather, accident, war, acts of terrorism or negligence of such parties or their animals.

Tenant will self-insure all contents not covered by Tenant's insurance. Tenant understands that Landlord does not provide insurance coverage on any personal property in Tenant's storage space. Tenant understands that self-insurance means that Tenant will bear the entire risk of loss in the event of damage of loss to such contents from crime, casualty or other harm or loss listed above. Landlord does not and legally cannot carry insurance on the contents of Tenant's storage space.

22. **RULES.** Tenant, Tenant's employees, agent, family and guests must comply with Landlord's rules and policies and with any other rules posted on a sign in plain view at the time of leasing or mailed or hand-delivered to Tenant at any time.
23. **DEFAULT BY TENANT.** Tenant will be in "default" if:
- (a) Tenant has failed to pay any sum when due under this Lease (payment must be received at Landlord's mailing address shown on Page 1). A partial payment of the total amount due, including applicable fees, will not cure a default; or
 - (b) Tenant has failed to notify Landlord of a change in Tenant's address or phone number as required in Paragraph 1; or
 - (c) Tenant has provided false or incorrect information to landlord in this Lease or in any mailing address changes submitted to Landlord; or
 - (d) Tenant has failed to comply with any other provision of this Lease, addendum(s), or any supplemental rules of Landlord; or
 - (e) Tenant has violated health, safety or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

24. **LANDLORD'S REMEDIES.** If Tenant is in "default," Landlord may exercise one or more of the following remedies at any time:

- (a) Deny Tenant access to the facility and/or overlock Tenant's storage space (if space is lockable) and/or chain or wheel bolt Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and a charge for the cost of such lock at the current retail price for the lock as charged by the Landlord;
- (b) Terminate Tenant's right of possession and/or terminate this Lease by giving Tenant three (3) days' written notice to vacate; and if Landlord files an eviction lawsuit, Tenant will pay Landlord's attorneys' fees and court costs plus a reasonable judicial eviction charge for Landlord's time, inconvenience and overhead for filing the eviction suit;
- (c) Collect charges as appropriate and exercise any other remedy allowed by law; and/or
- (d) **Enforce Landlord's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Ark. Code Ann. § 18-16-401, et seq. Seizure and sale will only be for default in paying sums due to Landlord.** Landlord will accept partial payments but only payments in full, including applicable fees, will stop a lien sale. For purposes of statutory foreclosure, seizure occurs when (i) Landlord both overlocks Tenant's storage space and mails a statutory notice of claim to Tenant soon thereafter, OR (ii) Landlord removes Tenant's lock(s) from a door or gate that is part of an enclosure that solely encloses Tenant's property without Landlord having authority to enter under Paragraphs 10(a), (b) or (c) and without Landlord being directed to remove Tenant's lock by a health or law officer under Paragraph 20. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when Landlord attaches Landlord's lock, a security chain or wheel boot to Tenant's property.
- (e) After seizure, any attempt to reclaim the seized property by Tenant without paying in full the sums due Landlord, including applicable fees, may result in Landlord pursuing prosecution for such act.

25. **ENTIRE AGREEMENT.** This Lease is the entire agreement between the parties and it cannot be amended or changed orally.

26. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).

27. **COPIES AND ATTACHMENTS.** Attached to Landlord's copy and Tenant's copy of this Lease are [*if checked*]:

- | | |
|--|---|
| <input type="checkbox"/> Vehicle/trailer addendum (form) | <input type="checkbox"/> Supplemental rules, dated _____ |
| <input type="checkbox"/> Boat addendum (form) | <input type="checkbox"/> Move-out notice (form) |
| <input type="checkbox"/> Other addendum, dated _____ | <input type="checkbox"/> Form for change of Tenant address, phone |
| <input type="checkbox"/> Other | |

PLEASE READ IN FULL BEFORE SIGNING!

NOTICE TO TENANT AND RELEASE

Rent is due in advance on the due date specified above. Rent paid after the late charge date(s) will result in late charges. Payment in cash, money order or personal or company check may be required or disallowed, at Landlord's option. Tenant will furnish own lock. **No representations of safety or security have been made to Tenant by Landlord or Landlord's agents. Tenant hereby releases Landlord and Landlord's agents from liability for loss or damage to property stored in or transported to or from Tenant's storage space, regardless of who owns such property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Landlord or Landlord's agents, theft by others or any other cause. Tenant will self-insure or obtain insurance for all losses and damages.**

AGREED TO by Landlord and Tenant this _____ day of _____, 20____.

LANDLORD:

PLEASANT GROVE SELF-STORAGE

By: _____
Landlord's Agent

TENANT:

First & Last Name (or name of Business if Tenant is a Business)

Tenant Signature or Tenant's Agent

Tenant's Mailing Address

Tenant's Telephone Number

City, State, Zip Code

Tenant's Work Telephone Number

Email address (to receive e-mail receipts and invoices)

Additional Authorized Person(s) to Enter Unit

Emergency Contact (include Name & Phone Number)

ACKNOWLEDGEMENT OF VACATING PREMISES

(Not to be filled out until lease is terminated)

I HEREBY NOTIFY THE LANDLORD THAT I HAVE VACATED MY STORAGE UNIT #____ AND ALL PERSONAL PROPERTY AND TRASH HAS BEEN REMOVED AND THE UNIT IS RETURNED IN A "BROOM CLEAN MANNER".

Signature

Date

**PG SELF STORAGE, LLC DBA
PLEASANT GROVE SELF STORAGE
1441 W. Pleasant Grove Road
Rogers, Arkansas 72758
479-621-0707**

SUPPLEMENTAL RULES ADDENDUM TO RENTAL AGREEMENT

A. HOURS OF OPERATION AND RULE CHANGE

1. Hours of Facility access are posted at the entry, along with office hours. The Facility may be closed on holidays.
2. Hours may be changed by posting at the Facility or by regular mail to tenants. Rules may be amended as stated below.

B. CHANGE OF TENANT'S ADDRESS AND PHONE NUMBER

1. Landlord must be able to contact Tenant at all times, especially in cases of missing locks, break-ins, fire, emergencies, unpaid rent, etc.
2. Tenant's mailing address in the Agreement is the address for all notices and requests from Landlord to Tenant. Notices and requests from Landlord to Tenant are not required to be sent to the Tenant's emergency contact person, or other person(s) having right of access who are named in the Agreement
3. Tenant must notify Landlord of any change in Tenant's mailing address. A change of mailing address will not be effective unless the new address is COMPLETE and the notice is in WRITING, DATED, and SIGNED by Tenant and is RECEIVED by Landlord. Address changes on envelopes are insufficient.
4. Change-of-Address forms are at the office (and a copy may be attached to the Agreement). Change-of-address notice by letter or postcard is acceptable.
5. Written notice of any change in Tenant's phone number is required.
6. Landlord may refuse to rent or renew a rental agreement with anyone failing to furnish current mailing address, current phone number, or satisfactory identification.

C. STORAGE RULES

1. WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT, Tenant MAY NOT USE the space or any portion of the Facility for the following:
 - i. Lodging, sleeping, cooking or consumption of alcoholic beverages;
 - ii. Garage sale, flea market, or direct sales from the space
 - iii. Parties, gatherings, meetings for any purpose, or building floats;
 - iv. Business office or full-time work area
 - v. Sanding, painting, welding, or operating power tools or appliances;
 - vi. Practicing or playing musical instruments (individual or group)
 - vii. Any use that violates zoning, fire, or criminal codes or other laws; or
 - viii. Activities classified as a nuisance is Landlord's sole discretion
2. Landlord may EXCLUDE from Tenant's storage space and the Facility
 - i. Any person who does not have a key or combination to a storage space and is not with a person who has a key or combination;
 - ii. Any person who has a key or combination to a storage space, but is not listed as an additional authorized person to enter the unit under the Agreement; and

- iii. Any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.

3. MISCELLANEOUS

- i. All persons must comply with posted signs that are plainly visible
- ii. Pets must be kept inside vehicles when at the Facility. Exceptions are guide dogs for disabled persons and animals of Landlord and Landlord's staff.
- iii. Please do not ask staff to help load, unload, or move anything.
- iv. Landlord's employees are prohibited from doing manual labor for Tenants because of risk of injury and insurance considerations
- v. All persons must wear footwear to prevent injuries
- vi. Anything affixed to walls, ceiling, or other parts of the space without Landlord's consent becomes the property of Landlord, at Landlord's option
- vii. Tenant shall be liable to Landlord for reasonable charges for removing such unlawfully attached property and repairing any damage
- viii. Urination or defecation by pets or persons is not permitted except in designated restroom areas, if any
- ix. No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the Facility

D. GROUND RULES

- 1. Tenant and Tenant's employees, agents, guests, and families:
 - i. Must NOT exceed ten-miles per hour speed limit inside the Facility
 - ii. Must NOT block driveways
 - iii. Must NOT leave vehicles or other items outside Tenant's Premises unattended;
 - iv. Must NOT work in driveways or parking areas
 - v. Must NOT discharge liquids of any kind in spaces, halls, or driveways
 - vi. Must NOT litter halls, driveways, or dumpster areas; and
 - vii. Must NOT disturb other tenants
 - viii. Landlord may require any person entering the Facility to sign in
 - ix. Landlord may require any person at the Facility to show such person's current driver's license or other governmental identification card, with photograph
 - x. Landlord has no duty to remove ice, sleet, or snow; but at Landlord's option, Landlord may remove same in whole or in part, with or without notice

INCORPORATION & ACKNOWLEDGEMENT OF SUPPLEMENTAL RULES

Landlord shall have the right to establish or change hours of operation for the Facility and to promulgate, amend and supplement rules and regulations for the safety, care and cleanliness of the Premises and the preservation of good order to the Facility. Tenant agrees to follow all of Landlord's rules and regulations for the Facility and the Premises now in effect or which may hereafter be put into effect from time to time. By signing Tenant's name, Tenant agrees that Tenant has concurrently received a copy of the Supplemental Rules, and Landlord and Tenant agree that all such Supplemental Rules, as they may exist and be altered from time to time, constitute a material part of the Rental Agreement and hereby incorporate by reference.

Signature

Date