

**48 MEDINA LINE ROAD, LLC  
SELF SERVICE STORAGE AGREEMENT**

This lease agreement ("Lease") is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 48 Medina Line Road, LLC ("Owner") and \_\_\_\_\_, ("Occupant").

**WITNESSETH:**

**1. DESCRIPTION OF SPACE**

In consideration of the covenants, conditions and agreements hereinafter contained to be kept and performed by Occupant, Owner does hereby lease to Occupant, the following described property located at 48 South Medina Line Road, Akron, Ohio 44321: Unit No. \_\_\_\_\_, hereinafter called "the space" or "the premises".

**2. TERM**

The Lease term shall commence and end on the dates specified on Exhibit "A" attached hereto and incorporated herein by reference.

**3. RENT**

The rent shall be in the amount set forth on Exhibit "A". Rent shall be payable as follows: rent is due and payable on the \_\_\_\_ of each calendar month, in advance and without demand. If rent is not paid within 5 days of the due date, Occupant agrees to pay a late charge of 10% of the unpaid amount plus interest at 10% per annum on the delinquent amount. Occupant further agrees to pay a charge of 10% of amount paid for each **returned check**.

All rent payments shall be made payable to 48 Medina Road, LLC, 1730 North Medina Line Road, Akron, OH 44333 monthly, in advance and without demand, as the same shall become due or at such other place as shall be designated in writing from time to time by Owner. Any additional charges, including, without limitation, utility charges, shall be payable with the rent payment as provided in Paragraph 7 hereof.

**4. HOLDING OVER**

If Occupant shall remain in the premises after the end of the Term, Occupant shall be considered a holdover tenant on a month-to-month basis, and rent shall accrue and be paid at 150% of the then current monthly rent until the Lease is terminated upon 30 days prior written notice by either party.

**5. USE AND COMPLIANCE WITH LAW**

The premises shall be used for no unlawful purpose and will be kept in good condition. No property shall be stored on the premises unless Occupant legally has the right to have that property in Occupant's possession. Occupant may from time to time during the duration of this Lease place on or in the leased space personal or commercial property, but it is expressly agreed that Owner is under no duty to maintain any records of contents so placed. Owner is not engaged in the business of storing goods for hire nor the warehouse business. Owner is only leasing a storage space. **The storage of welding or flammable, explosive or other inherently dangerous material is prohibited.** Occupant shall not store on the premises any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary and Police Departments or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises during the term of this Lease or any renewal or extension thereof. No HVAC equipment, including portable heaters, shall be used other than that furnished by Owner. No outside storage shall occur and no outside parking of vehicles shall exist other than during normal business hours in front of the space.

**6. DAMAGE, CLEANING, AND SECURITY DEPOSIT**

A property damage, cleaning, and security deposit shall be paid by Occupant to Owner in the amount of \$\_\_\_\_\_. The deposit without interest will be returned at the termination of this Lease provided Occupant has complied with all of Occupant's obligations hereunder, and subject to such deductions as are herein authorized. Occupant agrees to surrender the premises to Owner at the end of this Lease in a clean, reasonable and re-rentable condition, normal wear and tear excepted, and all cost and expenses incurred by Owner in restoring the premises to the same condition as when leased will be paid by Occupant as a deduction from the deposit. Any unpaid charges, damages, or rent due to Owner shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the security deposit, Occupant agrees to pay immediately to Owner the amount of such excess.

**7. UTILITIES**

Occupant will be responsible for payment of all electricity used at the premises. Owner will bill Occupant quarterly and the quarterly invoice must be paid with the next due rent check.

**8. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT**

**It is specifically understood that Occupant has full custody, control and possession of the premises during the term hereof as well as the personalty stored therein. Occupant is not entrusting such property to Owner but is merely renting space. No Bailment or deposit of goods for safekeeping is intended, implied or otherwise created. Owner carries no insurance which covers any loss whatsoever that an Occupant may have or claim arising out of Occupant's renting the premises and the storage of personal property therein. Occupant must obtain any contents insurance desired at Occupant's expense. Owner strongly recommends that Occupant secure insurance to protect Occupant and Occupant's property against all perils. Occupant specifically assumes all risk of loss for whatever reason.**

**Without limitation, Owner shall not be liable to any person or entity for personal injuries or property damage, or loss from theft, vandalism, fire, water, flood, hurricane, rain, explosion, or any other cause whatsoever. Without limitation, Owner shall not be liable for loss or damage resulting from failure, interruption or malfunction of any utilities, appliances, or fixtures provided to Occupant under the terms of this Lease.**

Occupant's Initials \_\_\_\_\_ Occupant's Initials \_\_\_\_\_

Owner shall not be liable to Occupant or Occupant's invitees, family, employees, agents, servants or any person or entity whatsoever for any personal injuries or damage to personal property caused by any act or negligence whatsoever, including that of the Owner and Owner's employees, agents, and assigns. Occupant hereby agrees to defend, indemnify and hold harmless the Owner from and against any and all costs and expenses, (including attorneys' fees), demands, claims, actions or causes of action, arising directly or indirectly from this Lease or any renewal or extension thereof, including damages to property or personal injury.

Occupant, at its expense, will maintain public liability insurance having minimum coverage of \$500,000. Occupant will provide a Certificate of Insurance showing Owner as additional insured. The policy insurance will require 30 days advance notice to Owner prior to cancellation or change in coverage.

**9. ALTERATIONS, SIGNS AND WASTE**

Occupant shall not make or suffer to be made any alterations of the premises nor post any signs without express written consent of the Owner. Occupant shall not commit nor suffer to be committed any waste on the premises.

**10. OWNER'S RIGHT TO ENTER, INSPECT, AND REPAIR THE PREMISES**

Occupant agrees that Owner or Owner's representative shall have the right without notice to enter into and upon the premises or any part thereof, for the purposes of examining the same for lease violations or condition thereof making repairs or alterations thereto or showing the space to prospective tenants.

**11. DESTRUCTION OF PREMISES**

In the event of a partial destruction of the premises during the term from any cause, or if repairs or retrofitting is required by governmental authorities, Owner will promptly repair the premises, provided that such repairs can be reasonably made within ninety (90) days. Such partial destruction or repairs will not terminate this Lease, except that Occupant will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Occupant on the premises. If the repairs cannot be made within ninety (90) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the ninety (90)-day period.

**12. CONDEMNATION**

If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Occupant, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Occupant will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Owner may at its option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Occupant, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Owner; except that Occupant will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**13. DEFAULT, OWNER'S REMEDIES AND LIEN**

Upon any default by Occupant under the terms of this Lease, in addition to those rights provided to Owner under Ohio Revised Code Chapter 5322, Owner may, at its option, terminate the Lease and recover from Occupant: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Occupant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Occupant proves could be reasonably avoided; and (d) any other amount necessary to compensate Owner for all the damages proximately caused by Occupant's failure to perform his/her obligations under this Lease.

Owner may, in the alternative, continue this Lease in effect, and Owner may enforce all of Owner's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Owner may, at any time thereafter, elect to terminate the Lease.

Owner also retains all other rights and claims available at law. Time is of the essence in the performance of this Lease and in the payment of each and every rent payment and other charges by Occupant.

Notwithstanding any limitation of access under this Lease by Owner, the liability of Occupant for the rents and charges provided for herein will not be relinquished, diminished or extinguished prior to termination of this Lease. It is further understood and agreed that Occupant shall be liable for all expenses incurred for the removal and/or disposition, disposal or destruction of personal property and costs of repair.

In the event of a public auction as provided in Ohio Revised Code Chapter 5322, it is further understood and agreed that the date of such auction shall constitute the date of termination of this Lease.

Occupant warrants that all of the goods, chattels and other personal property located in the premises, from time to time, are Occupant's own and that Occupant has a right to grant a security interest therein and that no other party or entity, other than a signatory of this Lease, has filed or will file any security interest in these goods, chattels and other personal property. Occupant hereby agrees to indemnify and hold Owner harmless for any losses, damages, costs or expenses arising out of Owner's exercise of Owner's rights granted hereunder with respect to the goods, chattels and other personal property located in the premises.

**14. ABANDONMENT OF OCCUPANT'S PROPERTY**

Any property which shall remain on the premises after the expiration or termination of this Lease shall be deemed to have been abandoned and treated as provided for in Paragraph 13 hereof.

**15. BANKRUPTCY AND OTHER LEGAL ACTIONS**

If Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against Occupant, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other type of legal action wherein the

right to use and occupancy of the premises is an issue, then, at the option of Owner, this Lease shall immediately terminate, and Occupant shall thereafter have no right, title or interest in or to any of the premises.

**16. BREACH OF COVENANTS OR CONDITIONS**

A breach of any of the covenants or conditions of this Lease by the Occupant shall, at the option of the Owner and upon notice to the Occupant, terminate this Lease other than Owner's right to enforce Owner's remedies under this Lease.

**17. WAIVER**

No waiver by Owner, its agents, representative or employees, of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof. The acceptance of a late rent payment by the Owner shall not operate to change any of the terms of this Lease.

**18. RECOVERY OF ATTORNEY'S FEES AND COSTS**

If any action is instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the premises for any default or breach of this Lease by Occupant, Occupant shall, to the extent permitted by law, pay Owner's reasonable attorney's fees, costs and expenses in connection therewith.

**19. SUBLETTING OR ASSIGNMENT**

No subletting of the premises or any portion thereof or assignment of this Lease may be made by Occupant. Only the property of the person(s) who has/have signed this Lease may be stored in the premises.

**20. SEVERABILITY CLAUSE**

If any part of this Lease for any reason is declared invalid, and a court of competent jurisdiction is unable or unwilling to construe that part of this Lease in a manner which comports with the intent of the parties so as to make said part valid, then such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Lease had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Lease without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

**21. SUCCESSION**

All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**22. OHIO LAW TO APPLY'**

This Lease shall be construed under and in accordance with the laws of the State of Ohio and any legal action arising out of this Lease must be filed in the Summit County Ohio courts.

**23. EXCLUSION OF ALL WARRANTIES**

**The agents and employees of Owner are not authorized to make warranties about the premises referred to in this Lease. Owner's agents and employees oral statements do not constitute warranties, shall not be relied upon by the Occupant, and are not part of this Lease. 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 Lease. 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 premises and facilities referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected the premises, and the Occupant accepts the premises as is and with all faults.**

**24. ENTIRE AGREEMENT CLAUSE**

This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**25. NOTICES**

Any type of notice which is required to be sent hereunder shall be delivered personally by Certified Mail Return Receipt Requested, postage pre-paid to Owner at 1730 N. Medina Line Road, Akron, Ohio 44333, and to Occupant at the address listed on Exhibit "C" hereof.

**26. HEADINGS**

The headings of the various provisions of this Lease have been included only for the convenience of the parties and are not to be used in construing this Lease nor in ascertaining the intentions of the parties.

*(Signatures on Following Page)*

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.

KEEP THIS LEASE TO PROTECT YOUR LEGAL RIGHTS.

IN TESTIMONY WHEREOF, Owner has caused this instrument to be executed in duplicate and Occupant has hereunto affixed his signature on the date and year first above written.

\_\_\_\_\_

Occupant

48 Medina Line Road, LLC

By: \_\_\_\_\_

Authorized Representative

Owner

Occupant's Initials \_\_\_\_\_ Occupant's Initials \_\_\_\_\_

**Exhibit "A"**

Occupant's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Unit Leased: \_\_\_\_\_

Lease Term:

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Total Rent for Term: \$ \_\_\_\_\_ Rent Per Month: \$ \_\_\_\_\_, due on the \_\_\_\_\_ day of each month.

The Unit will be used for the following purposes only:

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