



**HBC
STORAGE**

1503 N. 500 W.
Malad, Idaho 83252
208-221-3804

NOTES:

Lease Agreement

Lessee reserved a Storage Unit; the Effective Date of the Lease is as follows:

Unit #:
Effective Date:
Monthly Lease Payment:
Security/Cleaning Deposit:
Pro-Rated 1st Month's Rent:
Initial Payment Required:

LESSEE INFORMATION

Name:
Address:
State/City/Zip:
Telephone:

Wherefore, the parties hereto have executed and agree to the terms of this Lease Agreement effective on the _____ day of _____, _____.

Credit Card Authorization

Cardholder Name:
Billing Address:
City, State, Zip:
Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> Amex
Card Number:
Expiration Date:
Security Code:

I authorize **HBC Storage** to charge monthly, my credit card provided herein, the agreed amount listed above. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Signature:

Date:

This **Lease Agreement** is effective by and between HBC Storage and the Lessee is identified left ("Lessee") on the date of Lessee's reservation of a storage unit, as indicated left.

TERMS AND CONDITIONS

- 1. Lease of a Storage Unit.** HBC Storage hereby leases to lessee and Lessee leases from HBC Storage the storage unit identified below on the terms set forth in this Lease Agreement.
- 2. Term.** The term of the lease shall be for one month and will automatically renew for successive one-month periods unless terminated as set forth herein.
- 3. Lease Payments/Security and Cleaning Deposit.** The initial monthly lease payment for the storage unit is in the amount set forth below and is payable in advance. HBC Storage may increase the monthly lease payment without prior notice from time-to-time in accordance with the HBC Storage's overall pricing policies. In addition to the monthly lease payment, Lessee also agrees to pay a security/cleaning deposit in the amount of one-month's lease payment which shall be held by HBC Storage to secure any amounts owed by Lessee to HBC Storage at the termination of the Lease. Upon termination of this Lease, HBC Storage will refund the security deposit to Lessee, without interest, after deducting from the deposit any amounts owed by Lessee to HBC Storage. The security/cleaning deposit, plus the lease payment for the first month of occupancy (pro rated for the number of actual days of the lease for the first month), shall be paid by the Lessee upon signing of this lease. Thereafter, the monthly lease payment shall be due on the first of each successive month.
- 4. Payments.** Lessee's will be required to make all payments using a credit or debit card. They will be processed on the First day of each month.
- 5. Late Processing Fees.** If payments are denied on the 1st day of the month, the following processing fees will be added on to that month's bill until the funds are authorized for payment.
 - \$10.00 for payments received after the fifth (5th) day of the month;
 - \$15.00 for payments received after the fifteenth (15th) day of the month;
 - \$20.00 for payments received after the twentieth (20th) day of the month;
- 6. Use of Unit.** Lessee warrants to HBC Storage that Lessee is the lawful owner of all property and goods that will be stored in the storage unit, and that the property and goods are free of any and all security interests except as disclosed below. Lessee shall not keep and toxic highly flammable, or environmentally harmful or dangerous materials or substances in the storage unit. Prior to storage, all fuel tanks for store equipment must be emptied. Lessee shall not use the unit in a way that constitutes a nuisance of violation of law or increases HBC storage's insurance, or risk invalidation of such insurance. Upon vacating the storage unit, Lessee shall leave the unit empty and in a clean condition free of any trash or debris.

CONTINUES

7. Insurance. Lessee understands that the storage unit is located in a high snow area and that water may find its way into the storage unit without the knowledge of HBC Storage. Lessee understands that Lessee responsible to periodically inspect the interior of the storage unit and to notify HBC Storage immediately in the event of any leaks or problems with the storage unit. HBC Storage shall not obtain insurance of the contents of any storage unit. Any such insurance must be obtained and paid for by the Lessee. Lessee acknowledges that HBC Storage is not responsible for any damage, theft, or loss of use of Lessee property.

8. Indemnification. Lessee indemnifies and holds HBC Storage harmless against and claims causes for action, damages, or expenses arising from or out of Lessee's use of the storage unit.

9. Termination.

a. Termination by Either Party. Either party may terminate this Lease Agreement for any reason by providing the other party with at least fifteen- (15) days advance written notice. If HBC Storage receives notice of termination from Lessee after the 15th day of the month, Lessee shall owe HBC Storage an additional Monthly lease payment for the next successive month, unless HBC Storage is able to re-rent the unit for that month. Lessee shall vacate the storage unit within 15 days of receipt of a termination notice and if Lessee fails to so vacate Lessee shall be liable for continuing storage charges and HBC Storage may liquidate the contents of the unit through sale.

b. Termination by HBC Storage. If Lessee (I) fails to sign and return the Lessee Agreements with all information requested below within ten (10) days reserving a storage unit, or (II) fails to pay any amount owing under this lease Agreement within thirty (30) days of such amount becoming due, or (III) defaults under any other provision of this Lease Agreement and fails to remedy any such default within seven (7) days of written notification by HBC Storage, then HBC Storage shall have all rights and remedies available under the law or this Lease Agreement including, without limitation, the right to terminate this Lease Agreement with or without notice, the right to lock Lessee out of the storage unit with or without notice, the right to deny Lessee access to storage unit, and the right to liquidate the contents of the storage unit through sale.

10. Storage Charges in the Event of Termination. In the event this Lease Agreement is terminated with amounts still owing by Lessee to HBC Storage, HBC Storage shall be entitled to exercise a storage lien against the contents of the storage unit and to continue to store such contents at the Lessee's expense in the storage unit, or elsewhere, until all amounts owing to HBC Storage have been paid in full, or the contents have been liquidated through sale with the proceeds from such sale being applied first to the costs of sale, and then to all amounts due from lessee to HBC Storage, with any balance thereafter being reimbursed to Lessee.

11. Notices. Any notice hereunder shall be in writing and shall be deemed to have been given three (3) days after deposit in the United

States mail, postage paid, and addressed as indicated or to such other address as either party may designate in writing, such designation to be effective upon actual receipt thereof by the other party. Lessee shall be obligated to inform HBC Storage of any change in address and to provide HBC Storage with the name, address and telephone of a contact person whom HBC Storage is authorized to contact on Lessee behalf if Lessee is not available.

12. Alterations. Lessee shall not make or allow others to make any alterations what so ever to the rental space without the prior written consent of the landlord in each instance.

13. Lock. Lessee shall provide, at Lessee's expense, and shall use a lock for the rental space, which Lessee shall deem secure to protect Lessee's property.

14. Right of Entry. Lessee shall grant to HBC Storage, HBC Storage's agents or representative of any governmental authority, including police and fire officials, access to the rental space three (3) days written notice to Lessee. In the event that Lessee fails to grant access to the rental space as required herein, or in the event of an emergency, or in the event that Lessee is in default of the performance of Lessee's obligations hereunder, HBC Storage, or HBC Storage's representatives and/or representatives of a governmental authority shall have the right to remove Lessee's lock on the rental space and to enter the rental space for the purposes of inspection of the rental space for the contents therein, for making repairs, or taking such further action as required to comply with the applicable of or to enforce HBC Storage rights hereunder.

15. Assignment. Lessee shall not assign lessees right hereunder or sublease the rental space or any portion thereof without the prior written consent of HBC Storage in each instance.

16. Attorney's Fees. In the event of any default by Lessee hereunder, Lessee shall pay all costs and expenses incurred by HBC Storage as a result thereof, including reasonable attorney's fees, whether suit is brought or not.

17. Rules and Regulations. Any rules and regulations adopted by HBC Storage regarding the use of rental space, which are either sent to Lessee or posted at the building in which rental space is located shall become a part of this agreement and Lessee agrees to comply with all such rules and regulations.

18. Waiver. Any elections by HBC Storage not to insist upon the strict performance by lessee of Lessee's obligations hereunder shall not be deemed a waiver of HBC Storage's right to require strict performance of Lessee's obligations in the event of the continuance of such default or in the event of other defaults by Lessee.

19. Governing Law. Time is of the essence of this agreement. This agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall be construed according to the laws of Idaho.

20. Entire Agreement. This Lease Agreement constitutes the entire, fully integrated agreement of the parties with respect to the lease of the storage unit.