

**Mercury Storage
Rental Agreement**

All payments due by the 1st of each month to MRI Properties LLC

Lessor: MRI Properties LLC, 2420 Cranberry Sq., Morgantown WV 26508

Lessee: _____

Driver License: _____ State: _____

Address: _____

Secondary Address: _____

Telephone #: (day) _____ (evening) _____ (fax) _____

E-mail: _____

Rental Information:

Initial Payment:

Gate Code: _____

Unit #: _____

Unit Size: _____

Rental Charge: _____

1st Month: _____

Security Deposit: _____

Rental Period

Start Date: _____

End Date: _____

Other: _____

Total: _____

Payment type: [] Cash [] Check [] Credit Card

Late payment fee: \$10.00 per month / Dishonored check fee: \$25.00

LESSOR AND LESSEE AS NAMED ABOVE AGREE AS FOLLOWS:

1 Rental Period: This is a term lease for the Rental Period shown above. To terminate this Agreement at the End Date Lessee must serve notice to Lessor at least 10 days prior to End Date that Lessee will vacate the Unit by regular business hours of the End Date. Lessor reserves the right to terminate this agreement by serving Lessee notice of same 10 business days prior to End Date. **Please note: the first month of the Rental Period will be pro-rated, each month after shall be rented on a full month basis. Occupancy on the 1st of the month shall make Lessee responsible for the full Rental Charge.**

2 Rent: Lessee agrees to pay Lessor in advance the Rental Charge. With regard to monthly Rental Periods, Lessee shall pay Lessor rent on a monthly basis with each such payment due on or before the 1st day of each month. With regard to Rental Periods greater than one (1) month, Lessee shall pay rent as set forth above. Lessor may increase the Rental Charge (or any other term of this Rental Agreement) for future Rental Periods by providing Lessee: (a) one Rental Period advance notice of such increase in the event that the Rental Period is less than 32 days; or (b) 30 days notice of such increase in the event that the Rental Period is more 32 or more days. In the event that Lessee should abandon or vacate the Unit, full monthly Rental Charges are due for the entire Rental Period and shall not be reduced or pro-rated. Rental Charges may be paid by cash or bank check. **Rental Charges will not be billed to Lessee and it is Lessee's obligation to pay same on time without invoice from Lessor.**

3 Self-Service Storage Lien: Lessee hereby acknowledges that Lessor has a Self-Service Storage Lien on all personal property stored within the Unit. The Self-Service Storage Lien attaches as of the date the personal property is stored in the Unit and remains a lien until Lessee has satisfied the terms of this Agreement. In the case of any motor vehicle or watercraft which is subject to a lien previously recorded on the certificate of title, Lessee has a Self-Service Storage Lien on the motor vehicle or watercraft so long as the motor vehicle or watercraft remains stored within the Unit. If Lessee is in default under this Agreement, Lessor may elect to sell the personal property to satisfy the Self-Service Storage Lien or destroy the personal property if the value of the property would not reasonably discharge the costs of the sale and the Self-Service Storage Lien.

4 Late Fees and Default: Any Rental Charge which is not actually received by Lessor and in Lessor's possession on, or before 5:00 p.m. of the 15th of each month shall be subject to the Late Fee and Lessee shall be deemed in default under this Agreement. If by the end of business on the 25th of the month the Lessee remains in default, Lessor may lock or over lock the Unit. Such over-locking is to prevent the Lessee from utilizing or otherwise removing the contents of the Unit during such time as the Lessee is in default under this Agreement. If the Lessee's default continues for more than thirty (30) days, the Lessor shall enforce the Self-Service Storage Lien.

5 Dishonored Check Fee: Any check not honored by the issuing bank is subject to a \$25.00 charge by the Lessor. If a check is not honored, Lessor may unilaterally require Lessee to make all future payments of the Rental Charge by cash, money order or certified funds.

6 Extension of Terms: If Lessor does not receive notice of termination 10 days prior to End Date Lessor may allow this Agreement to continue on a month to month basis at the abovementioned Rental Charge. If Lessor allows this Agreement to continue on a month to month basis, any notice of termination must be received by Lessor 10 days prior to the end of the month or Lessee shall be responsible for the next full month's rent. Lessor retains the right to terminate the month to month continuation of this Agreement at any time by serving Lessee notice 10 business days prior to the end of the month. **Please note: month to month leases are based on full months. Occupancy on the 1st of the month shall make Lessee responsible for the full Rental Charge.**

7 Security Deposit: At the execution hereof Lessee shall pay to Lessor a Security Deposit, in the amount set forth above, which said Security Deposit shall be held by Lessor as guaranty of Lessee's performance hereunder. In the event of damage to the Unit or violation of this Agreement by Lessee, said Security Deposit may, at Lessor's option be forfeit to Lessor in whole or in part as full or partial compensation to Lessor for said damage or breach. **Upon receipt of online checkout request** and in the event that the unit is vacated at the expiration of the term without violation of this Agreement (see **12 Vacating**) or damage, the Security Deposit shall be refunded after inspection and approval of the Unit by Lessor. Lessee may not elect to forfeit security deposit in lieu of unpaid rent.

8 Use and Care of Space: Units may only be utilized for passive storage and not for occupancy. Lessee shall use the space only for the storage of Lessee's personal property. Animals are not permitted in any Unit or on the premises at any time except for guide animals required by visually impaired Lessees. Lessee will not store noxious, explosive, flammable, illegal or hazardous materials of any type or any material which may cause a nuisance or hazard to the Unit, other Units, or the contents of other Units. No food, alcohol, firearms, fireworks, controlled substances, narcotics, pesticides, illegal substances, ammunition or other hazardous substance are permitted on the facility grounds or in a Unit at any time without prior written consent of Lessor. Lessee acknowledges that regular pest control measures may be, from time to time, implemented on both the interior and exterior of Units. Lessee releases Lessor from liability for damage caused by same. Lessee acknowledges that Lessor is not a public warehouseman or bailee and that Lessor is only renting space for storage of goods by Lessee. Lessee also acknowledges that **LESSOR EXERCISES NO CUSTODY, CARE OR CONTROL OVER ANY GOODS STORED BY LESSEE AND THAT LESSOR CARRIES NO INSURANCE TO COVER ANY LOSS THAT LESSEE MAY INCUR WHILE OCCUPYING THE SPACE.** Lessee shall also comply with all rules and regulations as may from time to time be posted at the site.

9 Lessee acknowledges: Lessor expressly disclaims all liability for any and all claims for loss and/or damage to any goods stored by Lessee no matter what the cause including, but not limited to, damage from theft, fire, vandalism, moisture, water, mildew, temperature, insects, rodents, etc. Lessee, by execution hereof, releases Lessor from any liability for same and waives the right to assert such claim in the future.

10 Lessor Rights: Lessor reserves the right to forcefully enter the leased space for emergency, necessity, or other reasonable cause such as default as outlined in this Agreement. Lessor shall not be held liable for damage or destruction of locks when removed by Lessor for such purposes.

11 Notices: All notices to Lessor may be served by mail, fax, or e-mail – **MRI Properties LLC – 2420 Cranberry Square, Morgantown WV 26508, Fax: (304) 594-2921, E-mail: sgfortney@yahoo.com**. All notices to Lessee may be served in likewise manners depending on the information provided above. In addition, Lessor may post notices to Lessee at the space being rented.

12 Vacating: Upon Vacating the Unit, Lessee must checkout online at www.mercurywv.com to apply for a refund of the aforementioned Security Deposit. Lessee shall vacate the Unit and remove all the contents of the Unit at the expiration of this Agreement at which time Lessee shall be liable for delivery of the Unit in a neat, clean and usable condition which is at least as good, if not, better than the condition of the Unit at the initiation of this Agreement. Failure to vacate unit in such a manner may result in forfeiture of aforementioned security deposit.

13 Address and Phone Number Changes: Lessee is responsible for notifying Lessor of all changes of address or telephone numbers listed above within two (2) business days of any such change.

14 Locks: Lessee must furnish all locks to be utilized by Lessee to secure Lessee's Unit as may be necessary under the circumstances. Lessor shall not be held liable for theft, damage, destruction or vandalism to locks.

15 Guests, trespassers, and children: The Unit is leased for the benefit of Lessee only. In the event that any child or other third party (not a party to this Agreement) should accompany Lessee to the facility or Unit, Lessee shall unconditionally hold harmless, indemnify and defend Lessor from any and all injury or liability to person or property arising as the result of the presence of such child or third party at the facility.

16 Modification: Lessee shall not make any modification or change to the Unit or the facility without prior written consent of Lessor.

17 Security Systems - Gate Access Codes: Lessee may not disseminate the gate access code to any individual or entity not party to this Agreement. In the event that it is established that Lessee has disclosed the gate access code to any such party, Lessor shall change the access code and Lessee shall pay all costs incurred by Lessor with regard to such change. Lessee is also notified that the security system and gate are powered by electricity without a back-up power supply. Accordingly, the same may not function at all times. Lessor makes no warranty as to the suitability of said system and the tenant's ability to access the premises during periods of power outage which are not within Lessor's control.

18 West Virginia Law to Apply: This agreement to be construed in accordance with the laws of the State of West Virginia and the parties agree to the jurisdiction of the Magistrate Court and Circuit Court of Monongalia County, or the United States District Court for the Northern District of West Virginia, with regard to any dispute arising with regard to the subject matter hereof.

ACCEPTED and AGREED to on: _____
Date

Lessor: _____
for MRI Properties LLC

Lessee: _____

Lessee: _____

PLEASE

CHECKOUT

ONLINE

AT

WWW.MERCURYWV.COM

