



LEASE

OPERATOR: Key Storage Indian School Road

4002 W. Indian School Rd  
Phoenix, Arizona 85019  
602-272-0146

m13@trustedstoragepros.com • www.trustedselfstorage.com

LEASE START DATE:

OCCUPANT

Name:

Address:

Home Phone:

Cell Phone:

Work Phone:

Email Address:

Date of Birth:

SSN (last 4#):

Driver's Lic. No.: Issuing State:

ALTERNATE CONTACT PERSON\*

Name:

Address:

City, State, Zip:

Phone:

Employer:

Name:

Address:

Phone:

AMOUNT DUE MONTHLY

Monthly Rent: \$

Tax: \$

Insurance: \$

Total Due Monthly: \$

Rent Due Date: day day of each month

Late Fee Accrues: \$ or 20% whichever is greater, 05 days after due date

Security Deposit: \$

Dishonored Payment Fee: \$

Lien Fee: \$

Auction Recovery Fee: \$25.00

\* **Note:** Alternate contact person has limited access to your storage unit (see par. 9). Initial here if you wish to grant this person full access.

X **Tenant Initials:**

ARIZONA LAW REQUIRES SELF-STORAGE OCCUPANTS TO DISCLOSE:

1. Whether any of the following Protected Property is or will be stored in the Leased Space:

☐ Documents, files or electronic data containing financial, medical, legal or passport information about



- Occupant's customers, clients or patients (except Occupant's personal records).
- ☐ Pharmaceuticals (except those dispensed by a pharmacy for Occupant's personal use).
  - ☐ Alcoholic beverages
  - ☐ Firearms
  - ☐ None of the above

**B. Lienholders or secured parties with an interest in property to be stored:**

**DESCRIPTION OF PROPERTY:**

**IDENTITY OF LIENHOLDER:**

Address:

City, State, Zip:

**Occupant: Are you now active duty Military**

All terms, including rent and other charges are subject to change upon 30 days prior written notice to Occupant. Continued occupancy after the effective date of any change constitutes Occupant's agreement to be bound by the change.

**TERM:** This Lease creates a month-to-month tenancy beginning on and renewing each Rent Due Date after that until terminated.

**RENT:** The Monthly Rent must be received by Operator by the Rent Due Date, without notice or invoice to Occupant. If rent has been prepaid and the Monthly Rent amount is increased, the new rate will be charged against such prepayment.

**SECURITY DEPOSIT:** If required, it will be refunded to Occupant without interest within 90 days after termination of the Lease, provided that 1) all property has been removed from the Leased Space, 2) the Leased Space is in good condition, 3) Occupant does not owe any debt to Operator, and 4) Occupant has given the required termination notice. Operator may use the Security Deposit to repair, restore and clean the Leased Space, and to satisfy any debt Occupant owes Operator, returning the remainder, if any, to the Occupant.

**DISHONORED PAYMENT FEE:** Occupant agrees to pay this fee if any form of non-cash payment is defective or dishonored.

**LATE FEE:** Operator may charge a Late Fee for each month that the Occupant does not pay rent when due. The Rent Due Date and the date on which the Late Fee accrues are as stated above.

**OTHER FEES:** If one or more Other Fees are specified, each such fee is a one-time, non-refundable fee unless otherwise specified.

**PAYMENTS:** Operator reserves the right to demand payment of rent or other charges by cash, money order or cashier's check. Payments by check will not be accepted on the day of moveout. If Occupant occupies multiple spaces, Operator will apply any rent payment equally among all spaces for which rent is owed. Operator may accept or reject partial payments at its sole discretion. Operator's acceptance of a partial payment is not a waiver of its right to full payment, and does not: limit the exercise of Operator's rights and remedies for lack of full payment, nor restart the period of a nonpayment default, nor stop or impede any of Operator's default remedies then in process.

**USE OF SPACE:** No bailment is created under this Lease, even if Operator is in possession of a key or electronic access to Occupant's lock. Occupant acknowledges that neither the Leased Space nor the Facility are suitable for the storage of collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant, and agrees not to store any such property in the Leased Space. Occupant agrees to not: use the Leased Space as work-space or for gatherings; modify or damage the Leased Space, attach anything to its walls or hang anything from pipes or ducts; use electricity or utilities in it (other than standard lighting) and to return it in the same condition as delivered, reasonable wear and tear excepted. Property left outside of the Lease Space will be deemed abandoned and may be disposed of by Operator. Occupant will be charged for the costs of its removal and disposal. Occupant agrees to comply with all applicable laws, ordinances and regulations and not to disturb the peace. Occupant agrees not to store any food; perishables; fertilizers; pesticides; fuels; explosives; ammunition; oxygen cylinders; contraband;



batteries; infectious, flammable or odorous materials; hazardous or toxic materials as defined by law; or living things or organisms in the Leased Space. Occupant shall be liable for all costs arising from the presence of such prohibited materials in the Leased Space, including the costs of removal and disposal. Occupant may only secure the Leased Space with one lock. Occupant agrees only to use the type of lock authorized by Operator. Operator may cut any additional or nonconforming lock and charge Occupant for the lock's removal. Loitering at the Facility is prohibited. Use of the Leased Space as living quarters is banned by Arizona Statute §33-1702 .

**ACCESS:** Unless in default, Occupant and any person having Occupant's access code and lock key shall have access to the Leased Space during Operator's normal hours of operation, except that Operator may place reasonable restrictions on Occupant's access for health, safety, security, maintenance and other good reasons. The person(s) identified as an Alternate Contact shall have the same access to the Leased Space as the Occupant if the Occupant dies, becomes legally incapacitated (as determined by a court), is incarcerated or is on active military duty. If the "full access" box on the front of the Lease is initialed, then such person(s) shall have the same full access to the Leased Space as the Occupant. Any access to the Leased Space granted to persons other than Occupant shall be deemed to be for the use and benefit of Occupant, and such persons are not deemed tenants, users or beneficiaries hereunder. Operator has the right to obtain or demand photo identification from Occupant and/or from anyone accessing or seeking access to the Leased Space at any time and from time to time.

**OPERATOR INSPECTION:** Occupant hereby grants Operator the right to inspect the Leased Space and anything contained in it at any time and without prior notice for the purpose of repair, maintenance, improvements, to supply necessary or agreed services, to determine compliance with the terms of this Lease or for any other reasonable purpose. Operator reserves the right to remove property from the Leased Space as necessary for any of the above purposes.

**INSURANCE: Any insurance protecting the personal property stored within the Leased Space against fire, theft or damage must be provided by the Occupant.** Operator carries no insurance protecting property stored in the Leased Space. Occupant agrees that any insurance company shall not be subrogated to any claim of Occupant against Operator or its agents, employees, principals and representatives. The parties agree that Occupant shall not be deemed to be a co-insured under any policy insuring Operator or Operator's property.

**RELEASE OF LIABILITY FOR PROPERTY DAMAGE:** Property stored in the Leased Space shall be at Occupant's sole risk. Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any loss or damage to Occupant's property from fire, flood, mold, vermin, insects, theft, vandalism, defects in the premises or any other cause whatsoever. If an employee of Operator handles Occupant's property as an accommodation to Occupant, neither the employee nor Operator shall have any liability for loss or damage to such property. Without the prior written permission of Operator, Occupant shall not store property with a total value exceeding \$5,000, which amount shall be the maximum amount of Operator's liability, if any. Nothing herein constitutes an acknowledgement that Occupant's property has any value whatsoever. Operator shall have no liability for the emotional or sentimental value of any property.

**RELEASE OF LIABILITY FOR PERSONAL INJURY:** Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any personal injuries arising out of Occupant's use, access and occupancy of the Leased Space.

**INDEMNITY AND LIABILITY:** Occupant agrees to defend, indemnify and hold harmless Operator and Operator's agents, guests, employees, principals and representatives, even if any of them are negligent, against all claims and demands, including ones for personal injury or property damage, arising out of Occupant's use of and access to the Leased Space and facility, including any injury or loss resulting from Occupant's wrongful acts or failure to exercise care, and that of Occupant's agents, guests, employees, principals and other representatives.

**OPERATOR'S LIEN: A lien accrues in favor of the Operator on all property stored in the Leased Space as of the date the rent is unpaid and due. The property stored in the Leased Space may be sold or otherwise disposed of to satisfy the lien if the Occupant is in default.** Operator shall not be liable for identity theft or other harm resulting from misuse of information contained in a document or electronic media that are part of Occupant's stored property that is sold or otherwise disposed of.



**DEFAULT:** Occupant is in default if (s)he fails to meet any obligation in the Lease, including the timely payment of rent and other charges, or made any misrepresentation in the Lease. If Occupant has multiple leases with Operator, a default under any one of them constitutes a debt owed and a default under all of them. Upon a default by Occupant, Operator may 1) deny Occupant access to the Leased Space, 2) sell the contents of the Leased Space, or if the contents are Protected Property, destroy such property, in accordance with Operator's rights under Arizona law, the cost of which removal and destruction being charged to Occupant, and/or 3) pursue any other rights and remedies legally available. Any costs of collection will be added to Occupant's outstanding balance. Operator may report its experience with Occupant to consumer credit reporting agencies.

**TERMINATION:** Either party may cause this Lease not to renew for the next 30-day term by giving written notice to the other at least 10 days prior to the end of the current 30-day term, except that Operator may also immediately terminate this Lease if Occupant is in default. Upon termination, no refund of prepaid rent is available. Occupant's termination is only effective if Occupant's lock is removed and the Leased Space is vacated.

**RULES:** Occupant agrees to comply with all rules published by Operator related to the use, access and occupancy of the Leased Space and facility, which rules constitute a part of this Lease.

**NO SUBLETTING:** Occupant shall not assign or sublet any portion of the Leased Space without written permission from the Operator.

**CHANGE OF INFORMATION:** Occupant shall notify Operator in writing of any change to Occupant's personal information in a document created expressly for the purpose of such notification. Occupant must notify Operator in writing if Occupant is now, or later becomes, an actively serving member of the military.

**NOTICES:** To the fullest extent permitted by law, any notice or communication regarding this Lease or Occupant's use of the Leased Space ("Notices"), may be provided to Occupant electronically, and Occupant agrees to receive Notices in electronic form delivered to the electronic addresses provided by Occupant. Occupant authorizes and consents to Operator contacting Occupant at Occupant's residence, email box, cell phone and/or through social media, including by automated telephone calls or texts. Automated calls or messages may be used for conveying facility information, marketing or collection purposes. Electronic Notices will be considered to be "in writing," and will be considered to have been received by Occupant no later than five business days after transmission, whether or not Occupant has opened or retrieved them. Operator may reasonably assume that any Notice sent by Operator to the electronic address provided by Occupant will be received by Occupant.

**AGREEMENT:** This Lease, including any written addenda, constitutes the complete and entire agreement between the parties. There are no separate oral agreements between them, and Occupant acknowledges that (s)he is not relying on any oral representations by Operator purporting to modify or add to this Lease. If used, an electronic signature on this Lease by either party is deemed equivalent to a written signature and shall be binding hereunder. No term of this Lease shall be deemed waived except by written consent of the party against whom the waiver is claimed. Any waiver of a term that is granted shall have no effect in the future nor upon any other provision of the Lease.

**LITIGATION:** Any controversy or claim relating to this lease or its breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on a resulting award may be entered in any court having jurisdiction. This arbitration clause does not apply to a forcible detainer action brought by the Operator against the Occupant. Class relief shall not be available in such arbitration. The arbitration shall be conducted in the county where the facility is located. Occupant shall initiate arbitration within 12 months after the event(s) giving rise to it. The parties waive any right to punitive damages, and they shall not be recoverable in arbitration. Operator may deny access to the Leased Space by Occupant pending the outcome of any judicial proceeding respecting rights to the contents of the Leased Space. Occupant shall indemnify Operator for any litigation expenses, including reasonable attorneys' fees, incurred in defending or otherwise appearing in or responding to any legal action involving a third party arising out of or related to Occupant's occupancy and use of the Leased Space.

**LEASED SPACE: All space sizes are approximate.** The size of the Leased Space may vary from the size advertised. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties express or implied ARE EXCLUDED and shall not apply to the Leased Space and Facility.



Occupancy of the Leased Space confirms that its size is satisfactory to Occupant and that Occupant has examined the Leased Space and Facility and accepted them as is and with all faults. Occupant acknowledges that Operator does not represent or warrant the safety or security of the Leased Space and facility. Security devices and/ or access control devices, if present, may be nonoperational or unmonitored. Climate control, if provided, is limited solely to avoiding extreme temperatures. Climate control systems are subject to malfunction, in which event Operator’s sole duty is to use commercially reasonable efforts to restore service. Operator makes no representations regarding humidity nor as to the effects of climate control on stor ed contents.

**OTHER:** Taxes will be added to any amount owed under the Lease subject to taxation at the then applicable tax rate. Occupant shall give any notice or demand to Operator in writing. Time is of the essence as to all of Occupant's duties under this Lease. This Lease shall be subordinate to any other lien or encumbrance now or hereafter placed on the facility by Operator. Any lease provision found to be unenforceable or in violation of applicable law is severable. No party shall be deemed the drafter of this Agreement. Operator may assign this Lease, in which event Operator shall no longer be liable under it and the assignee shall be liable. If there are multiple occupants for the Leased Space, they shall be jointly and severally liable under this Lease. This Lease shall be governed by Arizona law.

**POLICE CRIME-FREE PROVISION**

Occupant and any guest, invitee or other person authorized by Occupant shall not engage in, facilitate or permit the Leased Space or facility to be used in connection with any criminal activity.

**Residing in the Leased Space constitutes criminal trespass under Arizona Statute §13-1503.**

The door must remain open at all times that Occupant is present and utilizing the Leased Space. Occupant agrees only to use the type of lock authorized by Operator. Violation of this provision is grounds for immediate termination of the Lease, regardless of whether Occupant is criminally prosecuted. Occupant authorizes Operator to release rental information in the event of a police investigation.

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AZSA Form L0001 (Rev. 5/20)

**Insurance Sign Up Form**

**TENANT INFORMATION**

|                   |                                          |
|-------------------|------------------------------------------|
| Tenant’s Name(s): | Facility: Key Storage Indian School Road |
| Tenant’s Address: | Address: 4002 W. Indian School Rd        |
| Daytime Phone #:  | City, State, Zip: Phoenix, Arizona 85019 |
| Email Address:    | Disk/Cylinder Lock: YES NO               |
| Effective Date:   | Site ID: _____                           |

**COVERAGE SELECTION (Initial one box and complete the information)**

I have property insurance of the type checked below

**Insurance Company Name:**

☐ Homeowners☐ Renters☐ Business☐ Owner☐ Other

Policy:  #Limit \$:  Effective Date:



Term:

Purchase Insurance

**Coverage:** \$  
**Coverage Description:**  
**Monthly Premium:** \$  
**Type of Goods Stored:**

- ☐ Household Goods/Personal Property
- ☐ Business/Trade Property (describe) \_\_\_\_\_
- ☐ Vehicle, Boat/Trailer (describe) \_\_\_\_\_

X \_\_\_\_\_



# Signature Certificate

Document name: Sign Lease - Key Storage Indian School Road

Unique Document ID: 7FF25F032B62085AA41AC4976174CB71403C3CED



**Timestamp**

March 10, 2023 10:37 am  
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