

Storage Lease Agreement

Made this _____ day of _____ 20 _____ between Gem Beach LLC , Storage ; hereinafter called " Lessor " and the person(s) and/or entity named below , hereinafter called " Lessee " .

1 Year Lease

6 Month Lease

Month - to - Month Lease

Unit # _____ Unit Size _____ Unit Rate _____ Proration Amount _____ Gate Code _____

Total Monthly Rate Including Tax _____

Lessee's Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Cell () _____

Drivers License Number _____

Alternative Contact Name _____

General Description of goods to be stored _____

Late Payment Charges : See Paragraph 5

Return Check Charge : See Paragraph 3

Vacate Notice : See Paragraph 2

Unit Cleaning : See Paragraph 19

In consideration of the mutual covenants and promises made herein and in the Storage Lease Agreement - Schedule A and which are attached hereto Gem Beach LLC and the undersigned hereby agree to the terms and provisions herein and in the attached Schedule A .

Lessor ; Gem Beach LLC

By _____ Title _____ Date _____

Lessee _____ Date _____

Storage Lease Agreement - Schedule A Unit _____

These facilities are operated in accordance with the Ohio Self - Service Storage Facility Act, chapter 5322.01 of the Ohio Revised Code

Term Commencement Date: _____ Term Expiration Date: _____

Term and Renewal: This agreement for the lease of self-storage space (the "Premises") from Lessor will be on a month-to-month, sixth month, or 1-year basis (depending on lease option chosen by Lessee) and will automatically renew for successive periods on the first day of the month thereafter, unless, terminated by notice from either party 10 days prior to lease ending .

Termination: Lessee must fulfill the financial obligations of the lease option chosen. Lessee may only terminate the automatic renewal of the lease option chosen (by giving written notice 10 days prior to lease expiration), or if all rent and/or dues are paid in full for the lease period chosen . Lessee may terminate the automatic renewal of this agreement by giving Lessor ten (10) days written notice prior to the end of each lease term . **Under no circumstances will there be any rental refunds or exemptions of Lessee's responsibilities to uphold his/her Lease Agreement (so please choose the lease options carefully and choose the one that best suits your needs) .**

Rent: Lessee shall pay the rent in advance of the first day of each calendar month to Lessor at the location stated . A fee of thirty five dollars (\$35.00) will be charged to Lessee for any returned check in addition to the rent owed . All initial rents which are partial monthly periods shall be calculated and prorated .

Additional Charges: In addition to the rent, there will be a collection of 7% for state sales tax as required by law .

Late charges: Late charges shall be applied as follows; Twenty dollars (\$20.00) for payment received by Lessor after the close of business on the fifth (5th) day of the month . If the rent due, along with all late charges is not received by the close of business on the fifth (5th) day of the month, the lessor may , at its option deny Lessee access to the premises after the fifth (5th) day of the month and shall have a lien on Lessee's property . An additional late charge of of twenty dollars (\$20.00) will be applied (in addition to the first late charge of \$20.00) if rent due is not paid in full 30 days after the initial rent due date . If rent along with all applicable late charges is not received in full within (45) days of the initial rent due date , a charge of fifty dollars (\$50.00) plus the cost of certified mail, will be charged to Lessee and Lessor may proceed with efforts on rent collection and lien enforcement.

Use of Premises and Prohibited Storage: the premises may be used and occupied only for the storing of personal property , or the vehicle identified below owned by Lessee. Lessee shall keep the Premises in a clean and sanitary condition and free of rubbish , liquid waste or refuse . Lessee shall not use the Premises for residential purposes or the storage of any animals, explosives, highly flammable, dangerous, hazardous or toxic materials or substances, contraband or illegal substances, or for any unlawful purpose of any kind . Lessee shall not engage in activity in the Premises which produces such prohibited materials . Lessee shall not use the Premises for the operation of any

commercial, industrial manufacturing or distribution business. Lessee shall not use the Premises for storage of any gasoline or other fuel oil, grease, lubricants, tires or batteries, except for such items contained in the operating parts of the items stored in the Premises .

Hazardous Substances : Lessee shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of hazardous substances without prior written consent of Lessor . The term " release " shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602 et seq. as amended ("CERCLA"); "hazardous substances" shall mean (i) Petroleum, petroleum products, natural gas, natural gas liquids, liquified natural gas and synthetic gas, and (ii) any other substance or material deemed to be hazardous, dangerous , toxic , or a pollutant under any federal, state or local law, code, ordinance or regulation.

Insurance : Lessee agrees at his/her sole expense, to maintain insurance on all property stored in the space with actual cash value coverage against all perils, without exception . Lessee's failure to maintain such insurance shall be a breach of the Agreement and Lessee shall assume all risk of loss or damage that would have been covered by such insurance . The operation or failure of any type of "security system " installed by Lessor shall not change Lessor's aforementioned liability for any type of loss incurred by Lessee and shall in no way release Lessee from his/her obligation of insuring his/her property .

Requirements to keep the Premises locked: Lessee shall provide his/her own lock for the Premises . Lessee shall use no more than one lock. If premises is found open, Lessor may, but is not required to, lock the Premises at Lessee's expense . All property stored by a Lessee within the premises or on Lessor's property shall be at Lessee's sole risk . Lessor shall have no obligation to exercise any care, custody or control over Lessee's stored property . Lessor assumes no responsibility of any loss, damage or casualty however caused to such property and Lessor is not responsible for obtaining insurance of any kind for the benefit of lessee. Lessee releases Lessor, its employees and agents from any and all liability for personal injuries or death to persons , including Lessee and Lessee's family or invitees, for property damage, for damage or loss from fire, water, the elements, acts of God, theft, burglary, vandalism, malicious mischief , rodents, or the acts or failure to act or negligence of Lessor, its employees or agents . Lessee further agrees to have its insurer waive any right of subrogation of any claim of Lessee against Lessor, its employees or agents. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss , claim , demands , damage , liability, expense (including reasonable attorney fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property , however occurring or arising out of or related to any breach of the Agreement by Lessee. The operation or failure of any type of "security system " installed by Lessor shall not change Lessor's aforementioned nonliability for any type of loss incurred by Lessee and shall in no way release Lessee from his/her obligation of insuring his/her property .

Right to Control Access & Right to Enter: Lessee's access to the Premises may be limited as deemed necessary by Lessor. Lessor may require identification of Lessee when deemed necessary by Lessor . Lessor, its employees or agents and the representatives of any government authority, including police and fire officials , shall have the right to remove Lessee's lock and enter the premises , without notice , to take such action as may be necessary to preserve Lessor's property in the event of an emergency, or to comply , and/or for the well being of any person or for that of the property or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored at the property .

Lessor's Lien : Pursuant to Ohio Code Section 5322.01 et seq. , upon Lessee's storage of personal property in the Premises , Lessor has a lien against Lessee on such property and on the proceeds of such property for : (i) all rent and fees , expenses and charges owed to Lessor under the Agreement, (ii) all fees and expenses necessary for the preservation of Lessee's property , and (iii) any expenses reasonably incurred in the collection of rent or enforcement of Lessor's lien .

Default: If Lessee breaches any term or condition of the Agreement including but exclusively the failure to pay rent within five (5) days after rental due date, Lessor in addition to such other rights it may have under this Agreement shall have the right to terminate this Agreement . If Lessee fails to pay any rent or other charges when due , Lessor may : (i) remove Lessee's lock and access the Premises, (ii) over lock the Premises to prevent Lessee's access until all amounts outstanding are paid in full, (iii) inventory and / or take possession of the property located in the Premises, (iv) sell the property stored in the Premises as permitted by law , or (v) pursue any and all remedies available at law or equity, including a forcible entry and detainer action against Lessee. All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy.

Notices: Except as otherwise required by law, all notices under the Agreement by Lessor to Lessee shall be mailed by first class U.S. Mail to Lessee's last known address and shall be conclusively presumed to have been received by Lessee three (3) business days after mailing, unless returned to Lessor by the U.S. Postal Service. Lessee is responsible for notifying Lessor in writing, via certified mail , return receipt requested , of any change in Lessee's address.

Prohibiting Assignment and Subletting: Lessee may not assign its rights under this Agreement or sublet the Premises without prior written consent of Lessor This Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

Condition of Premises: Lessee has inspected the leased Premises and is fully familiar with the physical condition of same. Lessor has made no representation or warranties, express or implied, of any nature whatsoever in connection with the condition of the leased Premises, and Lessor shall not be held liable for any latent or patent defects therein.

Third Party Interest in Lessee's Property: Lessee shall provide to Lessor upon execution of this lease, a written list of names and addresses of all third parties who hold a lien and/or have any legal interest whatsoever in any of the items of personal property stored on or at the leased Premises by Lessee (whether or not such personal property belongs to Lessee or to third persons) and the specific terms in which said lien is held and / or interest is had. Lessee shall further store any items of personal property upon which a lien or liens are held or which such legal interest is had in a segregated area of the unit, Lessee shall promptly furnish Lessor with an updated written list providing the aforementioned information .

Repairs , Maintenance and Improvements: Lessee agrees throughout the term of this lease to maintain the lease premises and to deliver and surrender to the Lessor possession of the leased premises upon termination of this lease in as good condition and repair, ordinary wear and tear excepted as the same shall be at the lease commencement. Lessor may require Lessee to remove any fixture or improvement at the termination of the lease and at Lessee's own cost and expense, to repair any damage to said leased Premises resulting from the removal. At Lessor's option, the interest of the Lessee in any property or improvements or fixtures not removed shall vest in Lessor .

Signs: No painted or other signs shall be placed on the leased Premises. **Abandonment:** Lessee shall not abandon the leased Premises at any time during the term of this lease Agreement. If Lessee shall abandon said Premises or be dispossessed by the process of law, or otherwise , the Lessor shall have the right to take immediate possession and to re-enter said premises. At any time Lessee's unit does not have a lock on it, Lessor shall assume the unit has been abandoned and the unit will revert to the Lessor, even though the Lessee's rent is paid . Lessee is responsible for rent to the end of the leased term even if Lessee's unit has been abandoned and re-rented by Lessor.

Cleaning unit: If Lessee has not left the Premises in a broom clean condition, a twenty dollar (\$20.00) an hour fee will be charged. A minimum fee of (\$20.00) will be charged.

Rental Rates: Lessee's rental rate will not change during lease term . Lessor will notify Lessee at least (15) days prior to automatic lease renewal of any rental rate changes that may go into effect .

Governing Law , Severability : This Agreement shall be governed by the laws of the state of Ohio without regard to its conflict of law provisions. If any part or provision of this Agreement is determined to be unenforceable by a court of law , the parties agree that all remaining parts or provisions of this

Agreement shall remain in effect and valid and enforceable. Lessor and Lessee agree to waive their respective rights to trial by jury of any cause of action , claim , counterclaim or cross complaint in any action arising out of or connected in any manner with this Agreement, including any action for bodily injury , death or property damage.

Oral Representation: This Agreement is the entire Agreement between the parties and supersedes any and all prior oral or written representation or agreements and may be modified only in writing signed by the Lessor.

Warranty of Information : Lessee warrants all information given in the Agreement or any application preceding the Agreement is complete, true and accurate at the time of this Agreement.

Entire Agreement: Agreement to be bound: " I have read and understand all pages of this Agreement and understand that this written Lease Agreement represents the entire Agreement between the parties " .

Time to Bring suit: Any claims, suits or defenses to any suit by tenant that arise out of this rental Agreement, the negotiations that proceeded this tenancy, or for loss or damage to stored property shall be barred unless tenant commences an action within (12) months after the date of the acts, omissions, or inaction that gave rise to such claim, suit or defense .

Date of Execution : This Agreement has been executed the date set forth in this Lease Agreement .

Lessor:

Gem Beach LLC, an Ohio limited liability company

Dated: _____ By: _____

Lessee: _____

Dated: _____

Notice of Liens

Lessee provides the following list of third parties having recorded liens on Lessee's property:

Secured Party	Address	Property

Lessee provides the following list of third parties having unrecorded liens on Lessee's property:

Secured Party	Address	Property

Lessee:

Dated: _____

GEM BEACH ESTATES CREDIT CARD AUTHORIZATION

Payment on behalf of : _____

Cardholder's Name : _____

VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Credit Card # _____

Security Code : _____

Expiration Date : Month _____ Year _____

Cardholder's Billing Address :

Street Address _____

City _____ State _____ Zip Code _____

Cardholder's Telephone Number _____

**CUSTOMER AUTHORIZES GEM BEACH LLC TO BILL AMOUNT NOT TO EXCEED
\$_____ (U.S. DOLLARS) TO BE CHARGED TO ABOVE CREDIT CARD NUMBER.**

Cardholder's Signature: _____ Date: _____, 20_____