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GDN Self Storage

GDN Self Storage 10th St.  
30 10th St. Sw  
Barberton, OH 44203

330-400-4281

storage@gdnselfstorage.com

1. **RENTAL PERIOD, DATE DUE, LATE CHARGES:** Monthly rent as identified above is payable in advance on or before the 1<sup>st</sup> day of each calendar month at the address set forth above. The owner does not invoice or send out billings for monthly rent. It is the renter's responsibility to ensure that the rent is paid on or before the due date (1<sup>st</sup> day of calendar month) Monthly rent received or postmarked after the 1<sup>st</sup> day of the calendar month will be considered late and subject to an initial charge of \$10.00 late fee and \$10.00 lock fee and in addition to the above late charges a onetime lien fee of \$75.00 after 30 days. A \$35.00 returned check fee will be made for each check returned by your bank unpaid. If rent payment is late 3 times during your stay, you (renter) agree to vacate your unit until payment is paid in full.
2. **TERMINATION OF RENTAL AGREEMENT:** Either the renter or landlord may terminate this rental agreement by giving the other a 15day written notice by text or email. Failure by the renter to give written notice of intention to terminate the agreement will result in forfeiture of any deposits and/or prepaid rent. Upon vacating the storage space, renter shall remove all contents and leave the storage space spotless clean. Failure to do so shall result in the landlord deeming the storage space to be occupied by renter and the monthly rent to accrue. The cost of trash removal from commercial property is Expensive! Our rental rates are not based on any trash disposal service for any attendant. No signs of any type shall be placed on or attached to the building without approval of GDN Self Storage.

3. **LOCKS:** The tenant agrees to place (1) one lock on the door while the unit is rented. Tenant will keep the rented unit locked at all times when not being used by the tenant or until the tenant removes the lock to vacate the rented unit. A tenant's lock on the door means the space is being used, rented and in use by the tenant. GDN Self Storage shall have the right to place a lock on the door on the 1<sup>st</sup> day of the month for late payment. If the rent payment has not been received, the overlock placed by GDN Self Storage shall serve as notification that rent is due and has not been paid according to the owner's records. A lock charge of \$10.00 could be added to late charges. Overlock will be opened by appointment with GDN Self Storage when rent is received. GDN shall have all other rights and remedies allowed by law to enforce this agreement.
  
4. **PRORATE AND HOLDING OVER:** Rent is month by month and moving out before the end of the month will not result in any prorated return of rent.
  
5. **USE OF STORAGE UNIT:** This is a no smoking facility! If you are caught smoking on the property, you will be evicted immediately and forfeit any rent money paid to date with no refunds. This also means that all cigarettes shall be put out before entering the property.
  
6. **RIGHT TO REFUSE:** The landlord has the right to deny storage to certain items. Landlord reserves the right to refuse rental space to any person.
  
7. **SUBLEASE AND AGREEMENT:** Subleasing or assigning the rented storage unit is prohibited. The signer of this agreement will be considered the only person responsible for carrying out the requirements of the agreement.
  
8. **GDN SELF STORAGE LLC:** has the right to close or shut down the property and business due to weather or emergency at the owner's discretion.

The storage unit shall be used only for the storage of the renter's property. No items shall be stored that would violate law or insurance policy or which are hazardous to persons or property near the rented unit. The rented unit shall not be used for operation of any business, for manufacturing, or for any human or animal occupancy. The renter agrees not to do any painting or spraying of toxic materials in the storage unit. Renter shall not make any alterations to the walls, floors, ceiling, or electrical system and shall not penetrate the walls, doors, or ceiling with any fasteners. The operation of heater, refrigerator or freezer is prohibited. The only use of electric shall be for a battery tender only and shall be at an extra cost to the renter and approved by the landlord.

9. **RIGHT OF ACCESS:** The renter shall have day time (sun up to sun down) access to the rented storage unit provided that all terms and conditions regarding rent payments have been met. Access will be denied if (1) or more days delinquent. The landlord or authorized representative, shall have the right to enter without notice or consent to inspect and repair the storage unit as necessary. The renter's automobile shall only be on the property during loading and unloading of the storage unit and during the above stated hours of operation.
  
1. **INSURANCE AND RESPONSIBILITY OF DAMAGES:** Owner does not provide insurance coverage for any loss, from any cause to any personal property owned by the renter or anyone in the tenant's behalf that is stored on the premises. By signing this agreement, you understand that you or anyone that you invite or bring onto GDN Self Storage property will not hold GDN Self Storage liable for "negligence" or "gross negligence" even if the fault is on or caused by GDN Self Storage or the owners. No item or items in storage will have a total value over \$2,000.00. No storage of flammables, or hazardous substances including more than a limit of four tires. If insurance coverage is desired by the renter for the renter's personal property stored on the premises, renter must independently obtain such coverage at renter's expense from renters own insurer. GDN Self Storage or its owners shall have no liability for any loss or damage to any property stored on the premises or otherwise, caused by acts of third parties, by any force of nature water, moisture, odors, fire, flood, theft, dust mold or otherwise.

1. **DEFAULT LIEN ON STORED PROPERTY:** It is agreed by the renter that the failure to comply with all conditions of this agreement including the requirement to make rent payments as stated herein, constitutes a default to the agreement. As a remedy to the default, it is also agreed that landlord shall be entitled to enter and take possession of all property. Landlord shall notify the renter by certificate of mailing sent to the above address of landlord's intention to take possession of the contents and sell contents if renter does not contact the landlord within (7) days of the mailing of said notice, pay any amounts owed to the landlord and remove renter's property (if contents have not been sold.) and clean the unit. The proceeds of the sale will be used to cover unpaid rent, late fees, cost of sale and other charges incident to the renter's default. GDN Self Storage at its discretion could also seek relief through Barberton Municipal court through eviction and/or lawsuit. Any change of address must be made in writing to GDN Self Storage Email [storage@gdnslefstorage.com](mailto:storage@gdnslefstorage.com). Or text 330-400-4281.
  
2. **ENTIRE AGREEMENT CLAUSE:** The agreement constitutes the sole and only agreement between the landlord and the renter and supersedes any prior understanding either written or oral between the parties. This agreement cannot be amended, altered, or abridged in any paragraph. No subsequent oral agreement between any employee of the landlord and the renter shall have any bearing whatsoever on this agreement.
  
3. **RENEWAL OF AGREEMENT AND TERMS:** In the event the renter continues to use storage unit beyond the end of the month in which it was rented, this agreement will be considered to be in force and all terms and conditions shall apply. The rental rate specified may be subject to change by giving the renter a written notice of 30 days before the new rate would be in force. Landlord and renter supersedes any prior understanding either written or oral between the parties. This agreement cannot be amended, altered or abridged in any paragraph. No subsequent oral agreement between any employee of the landlord and the renter shall have any bearing whatsoever on this agreement.
  
4. **CONDITION OF UNIT AND DISCLAIMER OF WARRANTIES:** The storage unit has been inspected by landlord and renter and is in new condition

and accepted for use as specified herein. Landlord does not make any guarantees or promises regarding the temperature or humidity to be maintained in the unit or its suitability for a renter's use. Renter must use their own judgment entering the GDN Self Storage property when inclement weather prevails (snow, ice, slippery conditions). We are not responsible for accidents of any nature. Any oil damage to the floor, the renter agrees to cover a cleanup fee. Please be aware that concrete floors at times can sweat with humidity and curing. Be aware of this when placing your stored items with direct contact on the concrete floor of your unit.

5. **RECOVERY OF DAMAGES:** If landlord should become involved in legal proceeding against the renter for recovery of rent or damages or to recover possession of the rented unit, and should prevail therein, the renter shall in every case pay landlord all expenses thereof reasonable cost after attorney fees, before and after auction fees and any other fees incurred.
  
6. **SECURITY:** GDN Self Storage does use security cameras and recorders. These security measures are not foolproof, and these security measures are for the protection of GDN Self Storage LLC. Security is not for renters or their items, security is for the protection of GDN Self Storage LLC property and buildings. GDN Self Storage is under construction and cameras may not be installed at this time.
  
7. **RENTER WILL RECEIVE AN UNSIGNED COPY OF THIS AGREEMENT:** At renters request a signed copy will be mailed to you at above address. Please read this entire agreement before signing it. Your signature below means that you understand and agree to all items and conditions of agreement.

**THIS IS A LEGAL DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND IT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**

Rent Includes tax and electric. **No motors or refrigeration or Heat, Electric is basically for trickle chargers.**

**IMPORTANT: MONTHLY RENT IS REQUIRED TO BE PAID IN ADVANCE  
ONOR BEFORE THE**

**FIRST DAY OF EACH MONTH. EVERYDAY IS A BUSINESS DAY  
(HOLIDAYS INCLUDED) FOR PAYMENTS. MONTHLY RENT CAN CHANGE  
AT ANY TIME.**

The undersigned gives GDN Self Storage permission to charge the renters bank  
account or credit card on file for the rent.

**Print Name:** \_\_\_\_\_

**Sign Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_