

BAKER LANE SUPER STORAGE LLC  
760 BAKER LANE  
WINCHESTER, VA 22603  
(540) 327-6948

**Lease Summary Agreement**

1. Tenant provides own lock. (Please put your lock on your unit immediately.)
2. Tenant is responsible for insuring personal property items.
3. **Rent is due on the 1<sup>st</sup> of each month.**
4. We allow a 5-day grace period. (However, rent must be received in our office before the close of business, 4:30 p.m. on the 6<sup>th</sup> or it is considered late.) and a \$25.00 late fee will be applied to your account.
5. On the 10<sup>th</sup> of each month, if rent has not been received a **RED LOCK** will be placed on your unit. (In order for **RED LOCK** to be removed, account must be paid in full.)
6. 1<sup>st</sup> notice of non-payment is sent allowing 5 days to pay account in full.
7. 2<sup>nd</sup> notice of non-payment is sent allowing 5 days to pay account in full.
8. If rent has not been received with 30 days, then the items will be disposed of **at the discretion of the owners. Either by disposal or auction.**
9. **IF** unit is scheduled for auction, notice will appear in the Winchester Star.
10. Any and all fees incurred during this process will be added to your balance. Some examples of such fees include but are not limited to: certified mail expense, late fees, newspaper ad fees, auction fees, collection fees and legal fees.
11. All proceeds from your auction will be applied to your account.
12. If your auction proceeds exceed your account balance, the amount collected will be refunded to you.
13. Any outstanding balances remaining after auction will be sent to collections.

I \_\_\_\_\_ **Agree to and understand the above terms and conditions.**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Witness**

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THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ by and between BAKER LANE SUPER STORAGE LLC hereinafter called LANDLORD, and \_\_\_\_\_ hereinafter called TENANT'S.

That the LANDLORD, in consideration of the covenants of this Lease, hereinafter set forth, does by these presents lease to the TENANT'S the following described property SPACE NO. \_\_\_\_\_ UNIT SIZE \_\_\_\_\_ (approximate measurements) to be used as a storage area for storing personal property only.

Explosives, highly flammable material and goods are NOT PERMITTED ON THE PREMISES.

TENANT agrees to rent said unit on a monthly basis in the amount of \$\_\_\_\_. \_\_\_\_ Beginning on the \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_. The TENANT agrees that the security deposit of \$100.00 receipt of which is herewith acknowledged by the LANDLORD shall be refunded to the TENANT only in the event of the demised premises are left in the condition called for by this Lease and after the TENANT has satisfied all of its obligations under the Lease.

PAYMENTS WILL ONLY BE ACCEPTED THRU ACH OR CREDIT /DEBIT CARD. THERE WILL BE NO MONTHLY BILLING.

IT IS THE RESPONSIBILITY OF THE TENANT TO INSURE PAYMENT IS RECEIVED IN A TIMELY MANNER

Either party hereto may terminate this Agreement effective on any rental payment date by giving notice to the other hereof in writing at least -0- days prior to such date.

**THE LANDLORD SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE LEASE SPACE, PURSUANT TO §55-418 CODE OF VIRGINIA, 1950, AS AMENDED, FOR ANY UNPAID RENTS OR CHARGES AND THE PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE TENANT IS IN DEFAULT.**

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1. TENANT IS RESPONSIBLE FOR GIVING LANDLORD ANY CHANGE OF ADDRESS
2. TENANT IS RESPONSIBLE FOR CONTENT INSURANCE, LANDLORD DOES NOT INSURE TENANTS PROPERTY.
3. The TENANT further covenants with the LANDLORD that at the expiration of time mentioned in the LEASE, peaceable possession of said premises shall be five LANDLORD, in as good condition as they are now, normal wear and tear excepted: and the TENANT agrees not to let, underlet or assign the whole or any part of the premises without written consent of the LANDLORD: that upon the nonpayment of the whole or any portion of said rent at the time when the said rent at the time when the same is above promised to be paid, the LANDLORD may, at its election, either distrain for rent due, or declare this Lease at the end, and recover possession as if the same was held by forcible entry TENANT hereby waving any notice of such election or any demand for the possession of said premises.
4. Enforcement of Lien, in the event of default in the payment of rent provided herein, LANDLORD shall notify the TENANT of such default by regular mail at his last known address. If such default is not cured within ten (10) days after its occurrence, then the LANDLORD may enforce it lien according to the laws of the Commonwealth of Virginia.
5. Landlord reserves the right to contact t the tenant by any means possible, via mail, fax, email or telephone to notify tenant of outstanding full amounts due as well as rent increases or changes to policies during the term of tenant's month to month contract.
6. TENANT shall not place or keep in such space explosives, flammable liquids, contraband, hazardous materials or other goods prohibited and agrees to abide by any rules promulgated by LANDLORD governing the use of the premises. For the purposes of this Lease, Hazardous Materials" shall be defined to mean any flammable substance, explosive, radioactive material, Hazardous Material, hazardous waste, toxic substance, solid waste, pollutant, contaminant or any related material, raw material, substance, product or by-product of any substance specified in or regulated or otherwise affected by any federal, state or local law (including but not limited to any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act or any similar state law), and asbestos, gasoline, diesel fuel, motor oil, waste and used oil, heating oil and other petroleum products or compounds, polychlorinated biphenyls, radon, urea formaldehyde, and lead containing materials. TENANT shall permit no damage thereto and shall indemnify, defend and hold LANDLORD, its employees, agents, officers, directors, successors and assigns harmless from any claim, loss, damage including but not limited to Landlord's attorney's fees and costs for any action arising out of TENANTS use of the premises and items stored in the premises or related in any way to this lease. TENANT assumes responsibility for any loss or damage to the property stored by TENANT in said space and may not elect to provide insurance coverage for same. TENANT will not use the premises for any unlawful purpose. NO SMOKING ALLOWED

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7. Upon expiration of this Lease, if TENANT, with LANDLORD'S written approval, continues to rent the premises on a month to month basis, all covenants and requirements contained in the Lease shall continue in full force and effect so long as TENANT retains possession of said premises.
8. LANDLORD will have the right, in the event of an emergency, to enter the premises using whatever reasonable force is necessary.
9. In the event LANDLORD is required to obtain the services of an attorney to enforce any of the provision of this Lease, TENANT agrees to pay in addition to the sums hereunder, an additional amount as and for LANDLORD'S attorney's fees and costs incurred. TENANT agrees to pay any expense incurred with their unit which include but are not limited to: certified mail expense, late fees, newspaper ad fees, auction fees, and collection fees.
10. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
11. Rental Refund: A no-refund policy exists; any exceptions to be at the sole discretion of the LANDLORD.
12. Contract Signature: TENANT'S signature determines the only person with authority to entry. LANDLORD cannot assist anyone other than the TENANT to gain access to the premises.
13. Early Move-Out: LANDLORD will consider a locker abandoned per evidence of contents removed or absence of a TENANT padlock. LANDLORD has authority to enter an abandoned locker without obligation to the previous TENANT.
14. Red-Lock Procedure: LANDLORD has authority to "RED LOCK" a past due unit. TENANT removal of a 'RED-LOCK" constitutes breaking and entering.
15. Padlock Ownership: TENANT to provide and be solely responsible for the unit padlock.
16. NO MONTHLY BILLING WILL BE SENT TO THE TENANT. Unless an agreement has been made between TENANT and LANDLORD.
17. TENANT shall abide by rules of LANDLORD, no use of premises for any unlawful purpose, observe operation hours, and conduct themselves in an orderly manner while on premises.
18. No storage shall be permitted on the exterior of any storage unit.

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IN WITNESS WHERE OF, the parties of this Lease have hereunto set their hands the day and year first above written.

TENANT NAME: \_\_\_\_\_ EMPLOYERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMPLOYERS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE #:( ) \_\_\_\_\_ EMPLOYERS PHONE #:( ) \_\_\_\_\_

CELL PHONE #:( ) \_\_\_\_\_ DRIVERS LICENSE #: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ EMERGENCY CONTACT PHONE #: ( ) \_\_\_\_\_

TENANT SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

LANDLORD SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

JEFF OR ROSANNA JENKINS