

Sign Lease - Storage Plus of Artesia (N Roselawn)

Unit # Monthly Rate:

1010 N Roselawn Ave Artesia, NM

customercare@storageplusofartesia.com

575-237-7978

Name:

Tenant Phone:

Address:

Email:

Drivers License:

DOB:

Alternate Contact:

A.

B.

MILITARY SERVICE: Are you or your spouse on active duty military status?

Yes

No

Lien Holder Name(s) Address, Phone #

As required by NM Statute 48-11-3, Please disclose the name and address of any lein holder with an interest in the property that is or will be stored.

LANDLORD'S LIEN. Pursuant to New Mexico Statutes, Landlord has a lien on all property located in the Leased Space. The property in the Leased Space may be sold or otherwise disposed of by Landlord to satisfy Landlord's lien if Tenant defaults under this Lease. Tenant specifically acknowledges and agrees that Landlord has all rights as set forth in the New Mexico Self-Service Storage Lien Act (Sections 48-11-1 through 48-11-9 of the New Mexico Statutes), as amended from time to time. Landlord shall not be liable for identity theft or other harm resulting from misuse of information contained in a document or electronic media that are a part of the property in the Leased Space that is sold or otherwise disposed of by Landlord following the default by Tenant.

Authorization To Pay Monthly Storage Fees With My Credit Card (CC) or ACH Until Revoked in Writing I am the authorized holder/user of this CC# Exp Security Code and I authorize the use of my CC, or



ACH, to pay my monthly storage rent for an indefinite period of time, or until revoked in writing. Further I authorize the use of this CC, or ACH, to pay for any rent increases, late fees, or damages.

Tenant's Initials

The OWNER (entity checked above) rents the storage space indicated above to Occupant indicated above on the terms and conditions set forth below:

Dishonored Check Fee:	<u>\$ 40.00</u>	Legal Ad Fee:	<u>\$ 65.00</u>	Sale Fee:	<u>\$ 75.00</u>
Admn Fee:	<u>\$ 20.00</u>	Cut Lock Fee:	<u>\$ 50.00</u>	Cleaning/Disposal Fee:	<u>\$ 90.00</u>
Lock Out Fee:	<u>\$ 20.00</u>	Inventory Fee:	<u>\$ 35.00</u>	Demand Letter Fee:	<u>\$ 25.00</u>
Late Fee:	<u>\$ 25.00</u>				

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

- TERM:** Landlord grants to Tenant a month-to-month tenancy in real property pursuant to the terms of this Lease. The tenancy begins on the FIRST DAY OF THE MONTH FOLLOWING THE START DATE and automatically renews each Rent Due Date thereafter for a 1 month period. Prior to the renewal date, either the Landlord or Tenant can give written 10 day notice to the other party of not being renewed.
- MONTHLY RENT:** Rent must be received by Landlord before the FIRST DAY of the month, without notice or invoice to Tenant otherwise rent is considered late. If rent has been prepaid and the Rent amount is increased, the new rate will be charged against such prepayment and Tenant shall immediately pay all additional amounts due to Landlord. Rent will be charged for each period in which tenant is present and/or has his lock on the space. In no event shall any rent be refunded, even if this Lease is terminated.
- NON-RENEWAL:** Either party may cause this Lease not to renew for the next monthly term by giving written notice to the other at least 10 days prior to the end of the then current term. Upon non-renewal, partial month prepaid rent shall not be refunded; full month pre-paid rent may be refunded within 30 days. Tenant's non-renewal is only effective if the Leased Space is empty and no default then exists under this Lease. Any property left in the Leased Space or at the Facility after a lien sale or after Tenant has moved out shall be deemed abandoned by Tenant, and Landlord may discard, destroy or otherwise dispose of such property as it sees fit.
- LATE FEE, OTHER FEES:** Landlord may charge the Late Fees specified above for each month that Tenant does not pay all amounts owed pursuant to this Lease in a timely manner. . If one or more of the Other Fees specified above, each such fee is a one-time, non- refundable fee, unless otherwise specified and is considered additional rent. Both late fees and other fees are considered additional rent. DISHONORED PAYMENT FEE. Tenant agrees to pay Landlord, in cash, a dishonored payment fee in the amount specified above and any bank fees if any non-cash payment is uncollectable, defective or dishonored.
- CHANGE IN CHARGES:** Landlord, upon not less than 30 days written notice to Tenant, may change the Monthly Rent, tax, insurance, protection, other monthly charges, fees and/or other terms and provisions of this Lease. By continuing occupancy at the Leased Space, Tenant agrees to the modifications in this Lease made by Landlord.



6. **PAYMENTS:** Once a default by Tenant has occurred, Landlord may require that Tenant make all payments by cash, money order or cashier's check. If Tenant occupies multiple spaces, Landlord will apply any rent payment equally among all spaces for which rent is owed and deny access to all units, assess late fees, lock out fees, and other fees to all units. Landlord may accept or reject partial payments, checks or phone credit/debit cards at its sole discretion. Landlord's acceptance of a partial payment is not a waiver of its right to full payment and does not: A. Limit the exercise of Landlord's rights and remedies for lack of full payment; B. Restart the period of a nonpayment default; or, C. Stop or impede any of Landlord's default remedies then in process.

7. **USE OF SPACE.** Tenant shall have exclusive possession of the Leased Space. No bailment is created under this Lease. Tenant 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 Tenant. Tenant agrees not to store any such property in the Leased Space. Tenant agrees not to store any food, perishables, fertilizers, pesticides, explosives, ammunition, oxygen cylinders, contraband, infectious, inflammable or odorous materials, hazardous or toxic materials (as defined by law) or living things or organisms in the Leased Space. Tenant agrees to not: A. Use the Leased Space as a residence, work-space or for gatherings; and/or,; B. Modify, alter or damage the Leased Space.
At the end of the Term or earlier termination of this Lease, Tenant shall return the Leased Space to Landlord in the same condition as delivered, broom clean, except reasonable wear and tear. Tenant agrees to comply with all applicable laws, ordinances and regulations. No person, pet or other living thing may stay overnight at the Leased Space. Tenant shall not engage in, facilitate or permit any criminal activity in the Leased Space or at the Facility. Tenant authorizes Landlord to release information in the event of a police investigation. Tenant shall not create a nuisance and Tenant shall not disturb the peace. Tenant shall be liable for all costs arising from the presence of prohibited materials in the Leased Space, including the costs of removal and disposal. Loitering at the Leased Space is prohibited.

8. **ACCESS:** Access to the Leased Space may by way of an access code to the Facility Gate. Unless in default, Tenant shall have 24 hour access to the Leased Space, except that Landlord may place reasonable restrictions on Tenant's access for health, safety, security, maintenance, repair, construction, improvement and other good reasons.

9. **LANDLORD INSPECTION:** Tenant grants Landlord the right to enter and inspect the Leased Space and anything contained in the Leased Space. Landlord shall give Tenant at least one (1) day notice if Landlord's entry is 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. Notwithstanding the foregoing, Landlord may immediately enter the Leased Space without notice to Tenant in the event of an emergency. Landlord reserves the right to remove property from the Leased Space as necessary for any of the above purposes.

10. **INSURANCE:** Tenant, at Tenant's expense, shall obtain and maintain such insurance or protection as is desired by Tenant covering the property located at the Leased Space; including but not limited to any insurance covering claims based upon fire, theft or damage. Landlord carries no insurance on the property in the Leased Space. All insurance policies obtained by Tenant shall provide that Tenant's insurance company shall not be subrogated to any claim of Tenant against Landlord or Landlord's agents, guests, employees, principals and other representatives. Tenant may purchase protection from the Landlord.

11. **RELEASE OF LIABILITY FOR PROPERTY DAMAGE:** Property stored in the Leased Space shall be at Tenant's sole risk. Tenant releases Landlord for all liability related to the property in the Leased Space. Landlord and Landlord's agents, guests, employees, contractors, managers, owners, principals and other representatives shall not be liable, even if they are negligent, for any loss or damage to property in the Leased Space from any cause whatsoever, including, but not limited to losses resulting from fire, flood, mold, vermin, insects, theft, vandalism or defects in the Facility and/or the Leased Space. If an employee of Landlord handles Tenant's property as an accommodation to Tenant, neither the employee nor Landlord shall have any liability for loss or damage to such property. Nothing herein constitutes an acknowledgement that Tenant's property has any value whatsoever. Landlord shall have no liability for



the emotional or sentimental value of any property located in the Leased Space.

12. **RELEASE OF LIABILITY FOR PERSONAL INJURY:** Tenant agrees that Landlord and Landlord's agents, guests, employees, contractors, managers, owners, principals and other representatives shall not be liable, even if they are negligent, for any personal injury arising out of Tenant's use, access and occupancy of the Leased Space.
13. **INDEMNIFICATION:** Tenant agrees to defend (with attorneys selected by Landlord), indemnify and hold harmless Landlord and Landlord's agents, guests, employees, contractors, managers, owners, principals and other representatives, even if any of them are negligent, against all claims, losses, damages, expenses, liabilities and demands, including ones for personal injury or property damage, arising out of Tenant's and/or Tenant's agents, guests, employees, contractors, managers, owners, principals and other representatives from: A. Activities at the Leased Space and/or the Facility; B. Use of the Leased Space and/or the Facility; and, C. This Lease.
14. **TENANT'S DEFAULT:** The occurrence of any of the following events shall constitute a default by Tenant under this Lease: A. The failure to pay any money, fee, charge or other amount pursuant to this Lease in full when due; B. The failure by Tenant to timely perform any duty or obligation set forth in this Lease; C. Any representation or warranty by Tenant to Landlord becomes misleading, false or untrue; and/or, D. Tenant becomes involved in any material litigation and/or bankruptcy. If Tenant has multiple leases with Landlord, a default under any lease is a default under all leases, including this Lease. Upon a default by Tenant, Landlord may: A. Deny Tenant access to the Leased Space and/or the Facility;. B. Sell the property in the Leased Space, or destroy such property, in accordance with Landlord's rights under New Mexico law, the cost of which removal and destruction being charged to Tenant; C. Pursue Landlord's remedies pursuant to the New Mexico Self-Storage Lien Act (See Below); D. Exercise any "self-help" remedy available to Landlord; E. Sue Tenant; F. Institute a forcible entry and a detainer action against Tenant;. G. Terminate this Lease and/or, H. Pursue any other right and/or remedy available at law, in equity, pursuant to this Lease or otherwise. In the event of a default by Tenant, Tenant shall be liable for all costs and expenses, including attorneys' fees, incurred by Landlord as a result of Tenant's default. The doctrine of "election of remedies" shall not apply to this Lease. All remedies are cumulative.

PURSUANT TO THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT, ALL ARTICLES STORED UNDER THE TERMS OF THIS LEASE WILL BE SOLD OR OTHERWISE DISPOSED OF UNDER THE TERMS AND CONDITIONS OF THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT. PURSUANT TO THE NEW MEXICO SELF-SERVICE STORAGE LIEN ACT, LANDLORD IS NOT LIABLE FOR ANY ACTION TAKEN PURSUANT TO THE PROVISIONS OF THE SELF-SERVICE STORAGE LIEN ACT IF LANDLORD HAS FULLY COMPLIED WITH THE PROVISIONS OF THE SELF-SERVICE STORAGE LIEN ACT. The parties waive all rights to special damages, consequential damages and/or punitive damages. Landlord may deny access to the Leased Space and/or the Facility pending the final, non-appealable outcome of any litigation, mediation and/or arbitration. Landlord may report its experience with Tenant to consumer credit reporting agencies. All property in a Leased Space or at the Facility after termination of this Lease and/or exercise by Landlord of any remedy (including Landlord's lien rights) shall be deemed abandoned by Tenant. In such event, Landlord may discard, destroy or otherwise dispose of the Property as Landlord sees fit, without liability to Tenant.

15. **RULES :** Tenant agrees to comply with all rules ("Rules") established by Landlord related to the use, access and occupancy of the Leased Space and Facility, which Rules constitute a part of this Lease. And are subject to periodic changes.
16. **NO SUBLETTING :** Tenant shall not assign or sublet all or any portion of the Leased Space without the prior written consent of Landlord; which consent can be withheld by Landlord in Landlord's sole discretion.
17. **CHANGE OF INFORMATION :** Tenant shall notify Landlord in writing of any change in Tenant's personal information. Tenant must notify Landlord in writing if Tenant is now, or later becomes, an actively serving member of the military.



18. **NOTICES** : To the fullest extent permitted by law, any notice or communication regarding this Lease or Tenant's use of the Leased Space, may be provided in writing to Landlord to Tenant electronically, and Tenant agrees to receive notices in electronic form delivered to the electronic addresses provided by Tenant. Tenant authorizes and consents to Landlord contacting Tenant at Tenant'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. Notices sent electronically will be considered to be "in writing," and will be considered to have been received by Tenant; whether or not Tenant has opened or retrieved them. Landlord may reasonably assume that any notice sent by Landlord to the electronic address provided by Tenant will be received by Tenant.
19. **ENTIRE AGREEMENT** : This Lease, including all addendums, attachments and the Rules, constitutes the complete and entire agreement between the parties. There are no separate oral agreements between the parties. Tenant acknowledges that Tenant is not relying on any oral representations by Landlord purporting to modify or add to this Lease.
20. **NON-WAIVER** : No term or condition of this Lease can be waived except by a written document or notice from the party against whom the waiver is claimed. No waiver shall be effective regarding future events or modify any other term or provision of this Lease.
21. **LEASED SPACE** : All space sizes are approximate. The size of the Leased Space may vary from the size advertised. Occupancy of the Leased Space confirms that the size of the Leased Space is satisfactory to Tenant.
22. **OTHER** : Taxes will be added to any amount owed under the Lease subject to taxation regulations at the then applicable tax rate. If taxes are imposed but not collected by Landlord, Tenant shall remain liable for such taxes and reimburse Landlord for such taxes. Time is of the essence as to all of Tenant'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 by a court (but not by an arbiter) to be unenforceable or in violation of applicable law is severable. No party shall be deemed the drafter of this Lease. Landlord may assign this Lease, in which event Landlord shall no longer be liable pursuant to this Lease for claims or liabilities based upon events which arise after the date of Landlord's assignment. If there are multiple tenants for the Leased Space, they are jointly and severally liable under this Lease. This Lease is governed by New Mexico law.
23. **ATTORNEY'S FEES** : If Tenant defaults under this Lease, Tenant is liable to Landlord for all attorney's fees and costs incurred by Landlord as a result of Tenant's default.
24. **EXCLUSIVE POSSESSION** : Tenant has exclusive possession of the Leased Premises pursuant to this Lease. The absence of walls or physical barriers does not alter: A. Tenant's exclusive rights in the Leased Space pursuant to this Lease; and/or, B. The fact that this is a real estate lease, not a license, of real property.
25. **CHANGE OF INFORMATION** : Tenant shall promptly notify Landlord in writing of any change to Tenant's personal information. Tenant must immediately notify Landlord in writing if Tenant is now, or later become, an actively serving member of the military.
26. **LANDLORD'S LIABILITY** : Landlord's liability is limited to Landlord's interest in the Facility. Landlord shall have no personal liability beyond its interest in the Facility. All claims against Landlord shall be solely recovered out of Landlord's interest in the Facility
27. **IDEMNIFICATION LIMITATION** : To the extent applicable, if at all, the indemnifications in this Lease are limited by and subject to the provisions of Section 56-7-1 of the New Mexico Statutes



28. **ENCLOSED SPACE** : If the Leased Space is enclosed with walls, floors and/or ceilings/roofs, the following provisions shall apply:
- A. Tenant must secure the Leased Space with a lock supplied by Tenant. Tenant shall only use the type of lock authorized by Landlord. If Landlord finds space unlocked, Landlord may place a lock on the unit and charge the tenant for the lock. Upon Landlord's request, Tenant shall provide Landlord with access to the leased space. Tenant shall not install more than one lock on the point of access to the Leased Space. (Tenant authorizes Landlord to remove additional locks and charge Tenant \$100.00 for removal of the additional locks.)
 - B. In addition to the items which may not be stored in the Leased Space as set forth above, Tenant shall not store any fuels, batteries or flammable materials in the Leased Space.
 - C. Tenant will not store property with a total value exceeding \$2,000.00 without the prior written consent of Landlord.
 - D. If the Leased Space is climate/dust controlled, Tenant acknowledges that climate/dust control systems are subject to malfunction. Landlord's sole duty regarding climate/dust control systems is to use commercially reasonable efforts to maintain and/or restore service. Climate/dust control, if provided, is limited solely to the avoidance of extreme temperatures, dust. Landlord makes no representation regarding humidity and/or the effects of any climate/dust control system on property located in the Leased Space. Tenant releases Landlord from all claims based upon any failure of a climate/dust control system.
 - E. The door must remain unlocked at all times that Tenant is present at the Leased Space.
 - F. In the event of default, Landlord may remove Tenant's lock.
 - G. Tenant shall not alter or modify the Leased Space. Tenant shall not attach anything to the walls or hang anything to the ceiling, pipes and/or ducts inside the Leased Space.
 - H. Tenant shall not use electricity or utilities in the Leased Space (other than standard lighting provided by Landlord, if any).
29. **SECURITY** : Tenant acknowledges that Landlord does not represent or warrant the safety and security of the Leased Space and/or the Facility. Security devices and/or access control devices, if any, may be ineffective, non-operational and/or unmonitored. Tenant releases Landlord based upon security and/or access control devices.
30. **AMENDMENT** : This Lease may only be amended by a written document signed by Landlord and Tenant. This Lease may not be orally modified or amended.
31. **CAPTIONS** : The headings or captions used in this Lease are for convenience and reference purposes only. The headings or captions used in this Lease do not define, limit or describe the scope or intent of this Lease or any part, section, paragraph or subparagraph of this Lease.
32. **SUCCESSION**: All provisions of this lease shall apply to and be binding upon all heirs, successors in interests, assigns or representa- tives of parties hereto.
33. The words tenant and occupant are interchangeable; the words landlord and owner are interchangeable.

This SELF STORAGE RENTAL AGREEMENT is made and entered into this the December 26, 20 (The **Start Date**) by and between the entity checked above hereafter called the OWNER, and the named person written below, hereafter called the OCCUPANT:



Document ID: 326a1f7303e3dc67ee1691c7f04bfe2a5eb25310

Generated on: July 16, 2024

Signed On: <https://mystorageplus.com/>

X



Signature Certificate

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LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

July 16, 2024 6:55 am CST

Audit

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anatoliy.k@thewhitelabelagency.com IP ::1



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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