

**PRESCOTT RV STORAGE LEASE AGREEMENT**

THIS AGREEMENT is made between **Prescott RV Storage**, of Prescott, Arizona, hereinafter referred to as "**LANDLORD**" and:

*Billing Name:* \_\_\_\_\_, hereinafter referred to as **TENANT**".

*Billing Address:* \_\_\_\_\_ Zip \_\_\_\_\_

*HOME*

*Phone:* \_\_\_\_\_ *Email:* \_\_\_\_\_

Mobile/Cell Phone \_\_\_\_\_

***Tip to tip length of stored item = \_\_\_\_\_ Ft., Year model= \_\_\_\_\_ Description= \_\_\_\_\_***

*License Plate #* \_\_\_\_\_

**\*Disclaimer\*** The management of **Prescott RV Storage** will endeavor to protect all personal property on the premises, but in no way accepts or assumes any responsibility for the loss or damage to said property by fire, theft, vandalism, robbery, acts of God, or damage of any kind to said property. The undersigned hereby releases Prescott RV Storage and its owners and agents from any and all forms of damage of any kind to stored property. **PRVS reserves the right to refuse service to anyone for any reason. I have read and understand the above:**

**Date:** \_\_\_\_\_ ***Customers Signature X*** \_\_\_\_\_

SPEED LIMIT INSIDE LOT is **SLOW**– Anyone reported going too fast is subject to IMMEDIATE EVICTION.

ALL PRICES ARE CHARGED BY THE "TIP TO TIP" LENGTH OF THE VEHICLE(S) STORED.

**If you add additional items to your rented space, you must report it to the office and pay the additional "length" charge. If you do not report the additional item or length there will be a \$20 fee assessed along with the additional space charge.**

All rent due in advance; DUE AND PAYABLE ON OR BEFORE THE 1<sup>ST</sup> OF THE BILLING MONTH. There are **NO-REFUNDS FOR PAYMENTS MADE FOR ANY RENTAL SPACES, please choose your billing preferences accordingly. Once the gate card is turned in, the space becomes immediately available for rental.**

**\$25.00 charge on all NSF checks. A \$25.00 Late Fee charged after the 10<sup>th</sup> and if not paid by the 20<sup>th</sup>, you may be asked to leave if you fail to pay. A \$30.00 ONE-TIME ONLY Application & security-card usage fee is included in your first month's rent.**

ARIZONA LAW ARS 33.1704, When storage rent is 30 days past due, unit will be moved to a secure location, and YOUR SECURITY CARD WILL BE DISABLED AND NO ACCESS IS allowed until account is paid in full.

The RV stored in the leased space may be sold after 30 days past due to satisfy the lien.

If your RIG is financed; please provide name and phone number of lien holder. **This is to protect you.** Is RV Financed? If repossession is expected; please notify office BEFORE the REPO CO comes to collect your property. DO NOT give your security card to ANYONE without permission of office. Your card MUST be returned immediately.

**(BANK NAME)** \_\_\_\_\_ **Phone:** \_\_\_\_\_ (put N/A if not financed)

**I, the undersigned have read and agree to follow all rules & policy as stated in this lease agreement.**

**Signature: X** \_\_\_\_\_ **Date** \_\_\_\_\_ **Space #** \_\_\_\_\_

**STORAGE RULES AND POLICY - continued**

As a further consideration for the use and occupancy of said premises the parties hereby agree to faithfully keep and be bound by the following covenants, conditions, and agreements.

**PRESCOTT RV STORAGE RESERVES THE RIGHT TO REFUSE SERVICE TO ANY RV FOR ANY REASON.**

**PRESCOTT RV STORAGE** will refuse service if your RV is too old or in disrepair. **You agree to wash your rig in the "RV wash area" AND NOT in your parking space.** Tenant agrees NOT to empty water of any kind on the parking lot; you agree to use the free dump station for gray or black tanks and the free RV wash-area for dumping clean water. The premises are to be kept in a clean and sanitary condition by Tenant and NO debris or other garbage will accumulate thereon during the term of your lease, and, in case of failure to remove the same, Landlord may collect as rent due and in arrears double the cost of removal. If debris accumulates around your RV, you may be asked to vacate premises.

Electricity shall NOT be provided by Landlord and no electricity shall be used by Tenant except for lighting, unless permitted in writing by Landlord. Outdoor receptacles located on a few of the light poles are for temporary use only, such as powering a vacuum cleaner, air pump, light, battery charger, or getting your RV ready to leave on a trip, etc. Outdoor receptacles are not to be used to power air conditioners or supply power to RVs stored in the facility for longer than 24 hours. Any other service for the use of the Tenant furnished by any Public Service Company during the said term shall not be used unless approved in writing by Landlord and the cost of same shall be paid for by Tenant, unless otherwise provided herein, or the same may be collected by Landlord as rent due and in arrears.

All items and articles must be stored inside your unit. Flammable liquids and used tires may not be stored inside or outside of the unit or anywhere on the property. Propane in its proper holding station in your rig is of course allowed.

Alcoholic beverages or illegal drugs may not be consumed, bought or sold on PRVS premises. No person under the influence of alcohol or illegal drugs is permitted on the property.

No unlawful business shall at any time be carried on upon or from said premises.

**Landlord** expressly reserves the right to show the Unit to prospective purchasers or lessees, and may display "For Rent" or "For Sale" SIGNS thereon if Unit space rental is 30 days past due according to AZ Law 33-1704 and Landlord has followed the lawful procedures and otherwise attempted twice to get lessee to pay amount due in full.

Tenant agrees not to let, sublet, or assign the whole, or any part of the premises without written consent of the landlord.

A VERY NICE climate controlled public rest room is provided for your comfort and convenience. We attempt to keep it extremely clean at all times. Please help us keep it clean by cleaning up after yourself at all times. A dog-walk-area is provided in the NW corner of the property; you are required to pick up after your dog anywhere on the property.

Acceptance by Landlord of any of the said rent at any time after the same shall become due, after such default has been made in the payment thereof, or any failure to enforce any of the rights herein reserved to Landlord, or any of the penalties, forfeitures or conditions herein contained, shall not in any way be considered a waiver of the right to enforce the same at any time without any notice whatsoever, and any attempt to collect the rent by one proceeding shall not be considered as a waiver of the right to collect the same by any other proceeding, but all of the rights of Landlord, and all forfeitures, penalties and conditions may be enforced together or successively at the option of Landlord.

**Prescott RV Storage IS A SECURE LOCATION; SMART CARD IS REQUIRED FOR ENTRY & EXIT 365 DAYS A YEAR.** Entry and Exit hours are from 6am until 9pm daily. Do not under any circumstances, allow strangers inside the lot using your secure gate card. If you lose, need to replace, or want an additional card there is a \$50 fee.

You are allowed to leave a tow vehicle or other acceptable vehicle (as long as it doesn't leak fluids) in your rented space as long as it is no longer that the tip to tip length you are already paying for.

I, the undersigned have read and agree to follow all rules & policy as stated in this lease agreement.

**Signature:** X \_\_\_\_\_ **Date** \_\_\_\_\_ **Space #** \_\_\_\_\_

**STORAGE RULES AND POLICY - continued**

**PRESCOTT RV STORAGE LEASE AGREEMENT**

It is further agreed that if Tenant shall become insolvent, make an assignment for the benefit of creditors, commit any act of bankruptcy, file a voluntary petition in bankruptcy, or if any judgment shall be entered or an involuntary petition in bankruptcy is filed against Tenant, all the rent reserved for the full term of this lease shall become due and collectible immediately by distress or otherwise.

A Judge or any attorney of any Court of Record of Arizona is hereby authorized to appear for and confess a judgment against Tenant and in favor of Landlord for the whole amount of said rent as hereinbefore set forth, together with an attorney's commission of ten (10%) percent on collection.

And Tenant hereby waives the usual notice to quit, and agrees to surrender said premises at the expiration of said term, or the termination of this lease, without any notice whatsoever. And upon any proceeding instituted for the recovery of said rent, Tenant waives the benefit of all appraisalment, stay and exemption laws, the right of inquisition on real estate, and all bankruptcy or insolvency laws now in force or hereafter passed.

It is further agreed that the terms and conditions of this Lease Agreement shall in no way be changed or altered, except in writing, signed by all of the parties hereto; and if the said Tenant shall continue in possession of the said premises after the expiration of said term, at the option of the Landlord such holding over may be held and deemed a renewal of this Agreement for another like term, the same as though a new Agreement of leasing, identical with this, had been executed and delivered by the said parties hereto for a succeeding term. The conditions of this Agreement shall extend to spouses, heirs, administrators, executors and/or successors of all parties hereto.

Tenant agrees to NEVER, UNDER ANY CIRCUMSTANCES, BLOCK ANOTHER SPACE (even if it is empty) WITH YOUR TOW VEHICLE OR RV. OFFICE WILL HAVE **TRI-CITY TOWING** MOVE IT, AND YOU WILL PAY A \$50.00 FINE for this violation, PLUS THE TOWING FEE.

**NO "FOR-SALE" SIGNS ON THE LOT –**

IF THE OFFICE IS CLOSED, YOU MAY Use Drop Box at office entrance to leave payments or Smart Cards. To keep gate open while depositing your smart card, leave your vehicle in PARK straddled the security gate in the open position. The gate can't close if you are blocking the eye/reflector with your vehicle. Deposit your card in the drop box and walk back to vehicle and exit.

No clean water is to be discharged anywhere except at the wash station.

Your access to an electric trickle charging outlet is limited to 24 hours only (first come first serve) whether in space 94 or if you happen to be renting a space that is within reach of an electrical outlet. Abuse of this policy could result in termination of your lease and management reserves the right to evict you. The few places with electricity are to be shared among 218 customers.

Tenant agrees NOT to use plastic leveler pads or other pads that will damage asphalt in hot weather by melting into asphalt. Tenant agrees to use 8" or 10" squares of plywood or other solid material. Damage to asphalt by tenant may be charged actual cost to have damage repaired. Please find near the public restroom, a container of wood pads; you are welcome to use during your time here. Please return when leaving and ending your lease with us.

2- Weeks' notice is required when leaving and not keeping your space. Failure to do so could result in additional charges.

I, the undersigned have read and agree to follow all rules & policy as stated in this lease agreement.

**Signature:** X \_\_\_\_\_ **Date** \_\_\_\_\_ **Space #** \_\_\_\_\_

**STORAGE RULES AND POLICY - continued**

Where did you hear about us? \_\_\_\_\_

The Gate Card is the expressed property of PRVS. If the gate card is not returned there will be a \$50 fee assessed upon the termination of the lease. The Tenant is required to leave a credit card number for such additional fees. Additional cards are a non-refundable fee of \$50.00.

Credit Card # for failure to return upon lease termination:

Credit Card # \_\_\_\_\_ Exp date \_\_\_\_\_ /20 \_\_\_\_\_, Security code \_\_\_\_\_

Signature Authorizing Charge \_\_\_\_\_

DO NOT WRITE ON SECURITY CARD; ASK OFFICE TO MAKE YOU A PEAL-OFF LABEL.

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## IMPORTANT

If we could not find you (you were in a hospital in another state) using the information you provided in these lease documents, who could we contact who would know how to contact you. Cannot be traveling with you:

Name of Relative/Friend/Not a spouse \_\_\_\_\_ relationship \_\_\_\_\_

That person's phone(s) \_\_\_\_\_

Work Phone if employed: \_\_\_\_\_

**FULL COMPREHENSIVE INSURANCE IS REQUIRED** ON YOUR PROPERTY TO BE STORED and proof of insurance must be kept current and on file in Managers Office. Your agent may email it to PRVS.

If you do not return your security card when you vacate your rental space permanently, you will be contacted to do so. Tenant will be billed their regular monthly rate until the card is returned. If the card is lost you will be billed \$75.00 and the card will be de-activated in the security gate computer. PLEASE make arrangements to return YOUR card.

Place check mark for the following:

I have provided Proof of Insurance (  )

I have provided a **Color** Copy of my Driver's License (  )

It is your responsibility to keep your proof of insurance current in our files and your Insurance Agent may email your automatically renewed Insurance card to: **ContactUs@PrescottRvStorage.com**

Make sure your agent provides your name, your RV's name & expiration date on proof of insurance.

I, the undersigned have read and agree to follow all rules & policy as stated in this lease agreement.

**Signature:** X \_\_\_\_\_ **Date** \_\_\_\_\_ **Space #** \_\_\_\_\_

**STORAGE RULES AND POLICY - continued**

Prescott RV Storage does not rent spaces to old, unsightly and unkempt conditioned items. No RV's 1998 or older will be accepted as tenants. Grandfathered rigs from when we opened 8/1/2011 are exempted.

Prescott RV Storage will keep a set of your keys locked up for you should you request it.

**Tenant agrees not to give his/her security gate card to ANYONE.**

Renter will report immediately if card is lost or stolen so management can disable your card so it cannot be used illegally. Take care of your card; keep it clean, do not write on it.

You are responsible for damage to other RV's, gates, driveways, light poles, flag pole, fences, all amenities and the exterior of the building caused by yourself or anyone else using or coming to your stored unit. Every tenant is REQUIRED to keep their Proof of Insurance CARD current.

You are required to provide us with any phone or address changes immediately. If we cannot contact you at the phone or address that you have given us and your rent is 30 days past due, we will assume that you have abandoned the leased storage space and the contents.

STORAGE OF THE FOLLOWING IS PROHIBITED: flammable, explosive, dangerous or hazardous materials; animals; fertilizer or anything that Prescott RV Storage considers a nuisance. Onboard propane is allowed.

The Trash Container at Dump Station is for Camping trip trash ONLY; not your home trash.

You must dispose of your trash in the container provided. If container is FULL, your trash must be removed from the premises by tenant. Large items may not be disposed of on the premises. Cardboard boxes must be broken down before being placed in the trash container. You will be charged for any trash left behind or disposed of improperly.

IMPORTANT: Your rent will be prorated on a daily rate on the month you "come in" but will not on the month you leave for good. Please return your Security Card as detailed above.

BILLING & COLLECTIONS ARE DONE AUTOMATICALLY IN QUICKBOOKS. IF YOU WISH TO SET UP **AUTOPAY** BY CREDIT CARD IT WILL BE SET UP TO **AUTOCHARGE ON THE 2nd OF EACH MONTH** ACCORDING TO YOUR MONTHLY, QUARTERLY, SEMI-ANNUALLY OR YEARLY PREFERENCES.

QUARTERLY, SEMI-ANNUALLY AND ANNUAL INVOICES WILL BE SENT OUT VIA EMAIL ONLY. NO STATEMENTS WILL BE MAILED. MONTHLY INVOICES ARE NOT EMAILED BUT CAN BE PRINTED OUT FOR YOU UPON REQUEST.

IF YOUR CREDIT CARD EXPIRES OR IS COMPROMISED AND NEEDS TO BE UPDATED IN OUR SYSTEM IT IS CUSTOMERS RESPONSIBILITY TO LET OFFICE KNOW ASAP and provide alternative payment for current and/or future rent.

**PRESCOTT RV STORAGE REQUIRES 2-WEEKS NOTICE TO VACATE YOUR STORAGE SPACE OR YOU MAY/WILL AUTOMATICALLY BE CHARGED FOR THE NEXT BILLING CYCLE. IF YOUR RV IS IN YOUR SPACE ON THE 1<sup>ST</sup> YOU AGREE THAT YOU ARE RENTING THE SPACE FOR THE FULL MONTH. NO PRORATED RENT ON RV'S LEAVING.**

I, the undersigned have read and agree to follow all rules & policy as stated in this lease agreement.

**Signature:** X \_\_\_\_\_ **Date** \_\_\_\_\_ **Space #** \_\_\_\_\_

**STORAGE RULES AND POLICY - continued**

**Name:** \_\_\_\_\_ **Space #** \_\_\_\_\_

"Entry" month amount from price sheet; \$ \_\_\_\_\_ divided by 30.5 to get daily rate= \_\_\_\_\_

x days left in this month = \_\_\_\_\_ = \$ \_\_\_\_\_ this is your prorated first months subtotal.

+ how many additional month(s), quarters, etc. in this billing period \_\_\_\_\_ = First Billing period total.

**First** Billing period \$ \_\_\_\_\_

**Next billing period and future regular amount:**

2.75% City Rent Tax \$ \_\_\_\_\_

Regular lease amount \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

2.75% City Sales Tax \$ \_\_\_\_\_

1-time Appl/Security fee \$ \_\_\_\_\_

Total scheduled Amount \$ \_\_\_\_\_

Total **First** Billing \$ \_\_\_\_\_

**Please let us know your preferred payment method:** CIRCLE: Month, Quarter, Semi or Yearly

**If you want us to Auto-Charge; Credit Card Authorization Section**

**Name exactly as it is on Credit Card** \_\_\_\_\_

**Address associated** with this Credit Card \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

**Credit Card #** \_\_\_\_\_ **Exp date** \_\_\_\_\_ /20 \_\_\_\_\_, **Security code** \_\_\_\_\_

**I authorize you to charge my (circle one) Visa MasterCard Discover AMEX Card**

**\$** \_\_\_\_\_ (Includes Tax) Monthly, Quarterly, Semi-Annual, Annually

**(SIGNATURE REQUIRED HERE) X** \_\_\_\_\_

Most frequently asked questions are answered in this lease; please feel free to ask if you need additional information.

It is your responsibility to read everything in this agreement and abide by it, or risk eviction.

**\*\* IMPORTANT \*\*** We do not print and mail monthly invoices and quarterly, Semi-Annual & Annual Invoices are sent via Email. All payments are due and payable on the 1<sup>st</sup> day of your next billing cycle.

**Security Card #** \_\_\_\_\_ **Space #** \_\_\_\_\_