

Valet Storage, LLC  
Highland Office:  
4146 W. View Pointe Dr.  
Highland, UT 84003  
801.913.5069  
801.362.7190



## Valet Storage Agreement

Date of Agreement or First Storage: \_\_\_\_\_ Email Address: \_\_\_\_\_

LESSOR: Valet Storage, LLC LESSEE (You): Full Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_ EXP: \_\_\_\_/\_\_\_\_/\_\_\_\_

### ITEM(S) BEING STORED BY LESSEE:

1. ASSET TYPE: \_\_\_\_\_ YR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

VIN #: \_\_\_\_\_ LENGTH: \_\_\_\_\_

2. ASSET TYPE: \_\_\_\_\_ YR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

VIN #: \_\_\_\_\_ LENGTH: \_\_\_\_\_

3. ASSET TYPE: \_\_\_\_\_ YR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

VIN #: \_\_\_\_\_ LENGTH: \_\_\_\_\_

1. **RENT:** Rent is always due on the first day of each calendar month. If rent is not paid by the 5th day of the month, a \$10.00 late fee will be added as additional rent. If accounts are more than six (6) days late, access to your vehicle will be denied per RCW 19.150.030 until all rental fees are brought current with late fees included. WE DO NOT SEND BILLS. All storage accounts are automatically enrolled in monthly credit card auto-pay. Tenant's credit cards will be charged on the first day of each calendar month. If Tenant's stall is occupied on the first of the month, the account will be charged for the entire month. Last month's rent is not pro-rated. Either party may terminate this lease effective at the end of a calendar month by giving, on or before the 20th of the month, at least ten (10) days prior written notice of termination. All monthly payments are non-refundable. All monthly pre-payments are nonrefundable. All deposits to reserve stalls are non-refundable. All other payments and correspondence should be mailed to the VS address listed above. A \$20.00 service fee will be assessed for all dishonored checks. Tenant is responsible for written notification of any address or phone number changes.

2. **DEFAULT IN RENT:** VS will deny Tenant access to their vehicle(s) and to the leased premises when any part of the rent or other charges due remain unpaid for 6 consecutive days. When in default for a period of 45 consecutive days, Tenant's property will be subject to a claim of lien and the property may be sold to satisfy such lien, or otherwise disposed of and removed as provided by law. Said removal of Tenant's property shall be at Tenant's sole risk and expense. VS will charge a fee of \$95.00 for each foreclosure, sale and/or lien procedure associated with Tenant's account. Any additional services will be billed at \$95.00/hour. Tenant agrees to indemnify and hold VS harmless of any claims arising out of such action. In addition to any other remedies provided by law, if Tenant is in breach of or in default under this Agreement, VS may provide Tenant with five (5) days prior notice of such breach and (in the same notice) elect to terminate this Lease unless such breach or default is cured and all damages caused VS paid within the five (5) day period. If the same or similar breach recurs during the term or extended term of this lease, then VS may terminate this Lease at any time without prior notice.

3. **INSURANCE, LOSS AND LIABILITY:** VALET STORAGE, LLC (Lessor) shall have no liability for damage or loss caused by earthquake, flood, heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever. VALET STORAGE, LLC carries no insurance covering a loss of or to LESSEE's property. LESSEE shall maintain a liability policy and a property policy for fire and extended coverage insuring, among other things, for theft, vandalism, and malicious mischief to the extent of 100% of the replacement value of the property in the storage space. To the extent LESSEE does not maintain such insurance, LESSEE hereby agrees to self-insure the property to the same extent as such a policy would have provided. VALET STORAGE, LLC shall not be liable to LESSEE or to LESSEE's invitees or others for personal injuries or damage to personal property caused by an act or negligence of any person on said premises. LESSEE hereby agrees to indemnify and hold harmless VALET STORAGE, LLC from any and all claims for damages to property or personal injury and costs including attorneys' fees arising from LESSEE's use of the premises or arising from any and all items of Lessee's in storage at Lessor's property. Lessor shall not be deemed to either expressly or impliedly provide any security protection to LESSEE's property maintained at the site. Any security devices which VALET STORAGE, LLC may maintain at the site are for VALET STORAGE, LLC's convenience only, and VALET STORAGE, LLC may discontinue their use in whole or in part at any time without notice to LESSEE. Lessee (You) agrees on behalf of Lessee and Lessee's insurers, successors and assigns to waive all subrogation rights against Lessor or its insurers, successors, agents, assigns, owners or related persons or entities for any and all damage or injury resulting from use or activity at Lessor's location including, but not limited to, claims for uninsured, underinsured or self-insured amounts or deductibles.

4. **ATTORNEYS' FEES AND COSTS:** If by reason of any default of the terms and conditions of this Lease, a legal action is instituted, the non prevailing party agrees to pay the prevailing party's reasonable attorneys' fees and costs, both taxable and non-taxable, in connection therewith. It is further agreed that the venue of any legal action shall be held in Utah County, Utah.

5. **NO WAIVER:** Failure of VS to insist upon performance of a provision in this Agreement is not a waiver of VS's right thereafter to strictly enforce the provision. VS does not waive any right provided by law; all remedies herein are cumulative. Tenant agrees that the remedies described in this Lease are not exclusive and that VS may proceed under any legal procedures available, including eviction.

6. **ADDITIONAL TERMS AND CONDITIONS:**

A) Tenant agrees to use premises only for storing a recreational vehicle or boat, which will be on a trailer and/or wheels. VS is not a maintenance facility. Bodywork, maintenance, repairs, painting and other activities that could endanger the safety or condition of others property are not permitted. Light maintenance (cleaning, waxing, etc..) will be allowed, at Tenant's own risk, with appropriate safety and care precautions and by VS written permission only. Tenant also agrees that "For Sale" signs are not to be displayed on or around stored vehicles.

B) Tenant agrees not to store, use, dispose of or release any hazardous or toxic substances on or about the premises or surrounding land and environment during the term of this lease or any extension thereof. In the event Tenant violates this provision, Tenant is subject to eviction as provided herein and hereby agrees to pay for all associated environmental remediation expenses. Tenant does hereby warrant they have not been cited for any violation of any governmental permit or regulation and no litigation is presently pending against them by any person or governmental agency involving any use, storage, release or disposal of hazardous or toxic waste.

C) Tenant agrees that metal drip pans must be placed under each car, RV, and boat engine that VS personnel feel necessary. Tenants will provide their own locks for personal property stored. Tenants are solely responsible for parking and chocking vehicle's wheels to prevent movement of vehicle. All parking must be done in a safe and orderly fashion. In the event Tenant improperly parks or is not in designated parking area for assigned storage, VS reserves the right to move or relocate said property at Tenant's sole risk and expense. In the event an VS owner or employee tows, drives, moves, guides, directs or transports Tenant's property at VS, or to or from any other location, said move shall be at Tenant's sole risk and expense. Tenant agrees that all stored property will be kept in legal and safe mechanical condition, licensed with the appropriate State Licensing Departments, and will be seaworthy, roadworthy and/or street legal at all times. VS is not liable for any expense incurred, or damage or loss to Tenant's property, while in transit by owners or employees of VS. Vehicles that do not run must be towed in and out of VS by a licensed tow company. Tow bars, straps or dollies are not permitted.

D) Tenant understands VS intends to operate a first-class, upscale storage facility and that the Tenant will take all necessary steps to adhere to VS's image including, but not limited to, periodic vehicle cleaning and storage cover inspections. Tenant agrees to keep vehicles properly covered from the effects of weather with shrink-wrapping, storage covers or appropriate poly-tarps and bungee cords. VS will notify Tenant if condition of stored property needs attention. VS reserves the right to evict solely on the visual appearance of stored property. Unless listed on this Agreement, any and all additional items that are stored outside, or left outside, of Tenants stored property shall be considered debris and shall be removed & disposed of at Tenant's expense.

E) Tenant agrees to keep the leased premises, adjacent and common areas thereto clean and free of any debris, waste or garbage. VS does not provide on-site dumpsters and Tenant is responsible for hauling any items for disposal. Tenants who violate this provision agree to pay labor expenses, dump fees and damages to VS, and are subject to being prosecuted. For safety, all pets and small children shall remain in vehicles during visits to VS.

F) Tenant agrees to comply with any additional rules and regulations adopted by VS governing the conduct of the use and appearance of VS's facility. Tenant agrees that such rules and regulations may be changed by VS at any time effective upon ten (10) days prior notice to Tenant.

G) RENTER AGREES NOT TO USE THE SPACE FOR ANY UNLAWFUL PURPOSE. THE SPACE IS TO BE USED BY RENTER ONLY FOR STORAGE OF PERSONAL PROPERTY. USE OF THE SPACE FOR ANY PURPOSE OTHER THAN FOR LAWFUL STORAGE OF PERSONAL ITEMS, SUCH AS USE OF THE SPACE FOR WORK, RECREATION, DRUG USE OR SEXUAL ACTIVITY IS EXPRESSLY PROHIBITED. STORAGE OF EXPLOSIVES, FUEL, HAZARDOUS OR FLAMMABLE MATERIALS, PESTICIDES OR OTHER TOXIC CHEMICALS, WASTE OF ANY KIND, FIREARMS, AMMUNITION, ILLEGAL DRUGS OR OTHER CONTROLLED SUBSTANCES, STOLEN GOODS OR OTHER CONTRABAND, PERISHABLE FOOD ITEMS, SPOILED FOOD, LIVING OR DECEASED ANIMALS, INFESTED ITEMS, MOLDY ITEMS, ANY ITEM THAT EMITS FUMES OR A STRONG ODOR OR ANY OTHER ITEMS SPECIFICALLY IDENTIFIED BY THE HOST ON THE LISTING IS EXPRESSLY PROHIBITED.

Upon breach, or VS's reasonable suspicion of breach, of these terms, the Lessee agrees that VS has the right to immediately terminate the agreement and to ask Lessee to remove the items from VS's premises. VS shall provide reasonable notice and opportunity for Lessee to cure such breach or otherwise remove such items. If Lessee does not remove such items upon reasonable notice and opportunity to cure, such items may be removed by VS and shall be subject to forfeiture by Lessee. VS may also contact Law Enforcement or other authorities to report illegal activities of Lessee. If VS reasonably suspects the storage of items in breach of the above prohibitions, or other illegal activities, the Lessee hereby agrees to give permission for authorities to search the stored items without a warrant. Lessee agrees to release, indemnify, and hold VS harmless from and against any and all liability arising from or relating to the removal or forfeiture of stored property, or the Lessee's breach of this provision, including any allegations or investigations relating thereto. Lessee shall forfeit all Space Fees and Service Fees and Processing Fees paid up the date of termination hereunder.

7. **DISCLOSURE OF THIRD PARTY INTEREST, LIENHOLDERS OR SECURED PARTIES:** Tenant hereby discloses to VS any third party interest, lienholders and secured parties with an interest in the property stored on the leased premises. Tenant indemnifies and holds VS harmless for any claims brought by a Third Party regarding property placed in storage. Property description is same as listed above.

NAME AND ADDRESS (1): \_\_\_\_\_

NAME AND ADDRESS (2): \_\_\_\_\_

8. **TENANT WARRANTY OF SOLE OWNERSHIP - NO THIRD PARTY, LIENHOLDER OR SECURED PARTIES:** Tenant hereby warrants that all property placed in storage is solely owned by Tenant and is not subject to any third party, lienholder or security interest.

X\_\_\_\_\_ IF APPLICABLE, PLEASE INITIAL.

9. **AUTHORIZED ACCESS:** Tenant grants VS authorization to permit access to and/or release my vehicle to the following people when they produce appropriate picture identification. Tenant will take full responsibility and liability for all acts and omissions of the persons granted access under this Section 8. Access will be denied to any party not named on this lease, including spouses, other than those granted by operation of law:

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

10. **PARKING:** Lessee (You) or designated additional persons shall drop off storage item in front of building of Lessor, and Lessor shall place storage item in building. Please obey all parking and traffic rules and drive slowly and safely.

11. **PICK-UP FROM STORAGE:** Lessee must telephone Lessor 48 hours in advance to pick up items in storage. Lessee agrees to pay a \$25 charge for less than 48 hours notice. At Lessor's sole option arrangements may be made for a more convenient pick-up time.

12. (COMING SOON) **PICK-UP AND DELIVERY BY LESSOR:** Valet Storage, LLC offers pick-up and delivery service of some storage items. Dependent on the storage option Lessee chooses and after Lessee has exhausted their complimentary valet services, the current fee is \$45 for both Utah County, Salt Lake County, Davis County and Weber County (\$75 for after-hours), \$75 for Park City and Heber City.

13. **CONTACT INFORMATION:** All mail should be sent to 4146 W. View Pointe Dr., Highland, UT, 84003. The contact numbers are 801.913.5069 and 801.362.7190. Please do not mail payments to the storage location.

14. **ADDITIONS, CONDITIONS AND EXCLUSIONS:**

Tenant does hereby certify that they have read the above Tenant Lease Agreement, understand the provisions herein and agree to abide by all terms and conditions as set forth. VS reserves the right to refuse storage and/or services to anyone, at anytime, if in the best interest of daily business affairs.

Valet Storage, LLC

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Valet Storage, LLC Authorized Signature

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## Credit Card Authorization Form

1. **AUTOMATIC MONTHLY CREDIT CARD PAYMENT:** Lessee hereby authorizes VS to charge the credit card listed below on the first of every calendar month for the below listed storage fees. Tenant understands that Tenant shall be responsible for monthly charges if credit card is cancelled or otherwise made unavailable for payment. Tenant further understands that if Tenant vacates their storage space without advising VS in writing, their credit card will be charged until notice to vacate is received by VS. If Tenant's stall is occupied on the first of the calendar month, Tenant will be charged for the entire month. Tenant's last month of storage is not pro-rated unless prearranged in writing with VS.

X \_\_\_\_\_ If applicable, please initial      TOTAL MONTHLY RATE: \_\_\_\_\_

Discover

MasterCard

Visa

American Express

CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

2. **RESERVATION DEPOSIT:** To reserve your space with VS, a \$100 reservation deposit is needed. VS will use the above credit card information unless advised by the Lessee. To pay by check, write the check out to Valet Storage, LLC and send payment to the Highland office.

3. **DEFAULT CREDIT CARD PAYMENT AUTHORIZATION:** In the event that VS does not receive payment on or before the 10th of any given rental month, Tenant hereby authorizes VS to automatically charge the credit card listed above for all monthly rental charges, service charges, lien fees and/or late fees. In addition to the monthly late fees listed on Tenant's storage contract, VS may charge a credit card processing fee of \$5.00 per transaction for all monthly credit card charges made when Tenant is in default per Paragraph 2 of VS's storage agreement. In the event that Tenant's account is processed in default status for two (2) consecutive calendar months, VS reserves the right to change the payment status to Option #1 listed above (Automatic Payment on the First of the Month).

4. **CREDIT CARD POLICIES:** All credit card payments to VS for storage and services are non-refundable. All monthly payments are nonrefundable. All pre-payments of any duration are non-refundable, including monthly, quarterly, semi-annual, and annual. All deposits are non-refundable.

Tenant does hereby certify that they have read the above Credit Card Authorization Form, understand the provisions herein and agree to abide by all terms and conditions as set forth. VS reserves the right to refuse storage and/or services to anyone, at anytime, if in the best interest of daily business affairs.

Valet Storage, LLC

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Valet Storage, LLC Authorized Signature