

We do not accept cash – only checks or money orders

Always close gate behind you. Gate code provided on-site.

**ALAMO MINI STORAGE
OFFICE
2000 FIRST STREET
ALAMOGORDO, NEW MEXICO 88310
(505) 437-7338**

**Due 5th of the month.
Pay Before 15th or you will
be charged late fees &
denied access to your unit.**

UNIT NUMBER: _____ SIZE: 10x10 10x20 DATE: _____
NAME OF LESSEE: _____ ADDRESS: _____
HOME PHONE NUMBER: _____ CITY/STATE/ZIP: _____
WORK PHONE NUMBER: _____ EMPLOYER: _____
SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE # _____
ALTERNATE CONTACT: _____ ALT. CONTACT PHONE NUMBER: _____

Definitions As used in the Self-Service Storage Lien Act [48-11-1 to 48-11-9 NMSA 1978]:

- A. "Default" means the failure to perform in a timely manner any obligation or duty set forth in the Self-Service Storage Lien Act or in the rental agreement.
- B. "Occupant" means a person or his sublessee, successor or assign who is entitled to the use of storage space, to the exclusion of others, at a self-service storage facility under a rental agreement;
- C. "Owner" means the owner or his heirs, successors or assigns, the operator, the lessor or the sublessor of a self-service storage facility, his agent or any other person authorized by him to manage the facility or to receive rent from an occupant under a rental agreement;
- D. "Rental agreement" means any written agreement or lease between the owner and the occupant which establishes or modifies the terms, conditions, rules or any other provisions concerning the use and occupancy of a self-service storage facility; and.
- E. "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing and removing personal property.

Name & Address of any Lien holder with interest in stored property: _____

This Lease Agreement made between ALAMO MINI STORAGE, City of Alamogordo, County of Otero, State of New Mexico, hereinafter referred to as Lessor, & _____

hereinafter referred to as Lessee. Lessor does hereby rent unto said Lessee storage unit number _____ for the purpose of Lessee storing movable property from the _____ day of _____, 20____, prorated to the 1st day of the next following month, & thereafter from month to month. Any holding over by Lessee shall be under the same terms & conditions as set forth in this Lease Agreement, Lessee yielding & paying unto Lessor the sum of \$ _____ per month, payable on the 1st of each month, in advance, as rent for the use of said premises. Lessee has examined the premises & the project & acknowledges & agrees that the premises & the common areas of the project are satisfactory for all purposes, including the safety & security thereof, for which Lessee shall use the premises or the common areas of the project. Lessee shall have access to the premises & the common areas of the project only during such hours & days as are regularly posted at the project.

Use of Premises & Compliance with Law- Lessee shall not store on the premises personal property in or to which any other person has any right, title or interest. It is understood & agreed that Lessee may store personal property of various types & values in, or about the premises without Lessor's knowledge, supervision or control, the value of which may be difficult or impossible to ascertain. Accordingly, the aggregate value of all personal property stored in, on or about the premises shall in no event be deemed to exceed \$5,000; however, it is further understood & agreed that Lessee may store personal property with substantially less or no aggregate value & nothing herein contained shall constitute or evidence any agreement or admission by Lessor that the aggregate value of all such personal property is, will be, or is expected to be at or near \$5,000. It is specifically understood & agreed that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Lessee in or about the premises pursuant to this Lease. Lessee shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, nor perform any welding on the premises or in the project. Lessee shall not store any personal property on the premises which would result in the violation of any law of any governmental authority, & Lessee shall comply with all laws, rules, regulations & ordinances of any & all governmental authorities concerning the premises or the use thereof. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants in the project.

Insurance- Lessee agrees that the property is stored at the "sole risk" of the Lessee and Lessor is not liable for the "loss of or damage to" the Lessee's personal property due to burglary, mysterious disappearance, fire, water damage, rodents and acts of God. Lessor will not be held liable for such property loss or damage arising from the "active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees, nor shall Lessor be held liable for any personal injuries that may occur to the Lessee or Lessee's agents or employees

while at the facility. Lessee, at Lessee's sole expense, shall maintain on all personal property, in on or about the premises, a policy of fire & extended coverage insurance, with theft, vandalism & malicious mischief endorsements, to the extent of at least 100% of the full replacement value of such personal property; provided that, to the extent Lessee does not maintain insurance as described above, Lessee shall be deemed to have "self insured"; & provided further that, in lieu of such insurance, Lessee may, in Lessee's sole discretion, elect to "self insure" totally (i.e., not insure with any duly licensed insurance company). To the extent Lessee "self insures" as, described above, Lessee shall bear the risk of loss or damage that would have been covered under the aforementioned extended coverage insurance policy. Lessee hereby releases Lessor & its agents, authorized representatives & employees (hereinafter Lessor's agents, authorized representatives & employees are referred to collectively as "Lessor's Agents") from any & all claims for damages or loss to the personal property in, on or about the premises that are caused by or result from risks which are or would be insured against under the extended coverage insurance policy described above, & hereby waives any & all rights of recovery against Lessor's Agents in connection with any damage which is or would be covered by any such policy. While certain information may be made available to Lessee with respect to insurance, Lessor & Lessor's Agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker or solicitor & do not assist in the explanation of coverage or in the making of claims under any insurance policy. Lessor is not a bailee of the Lessee's property and there is no warehouseman relationship between the parties, and Lessor does not take care, custody or control of Lessee's goods.

Lessee agrees:

- (1) That he will, at his expense, provide his own lock, & insurance; &
- (2) That the Lessor will not be liable for any loss or damages done to any property therein. The Lessee agrees to hold the Lessor harmless & indemnify him for costs, fees, attorney fees, & expense against any claims, damages, accidents & injuries to persons caused by or resulting from, or in connection with anything in or pertaining to, or upon, the property during the term of this Lease Agreement, or while the Lessee is occupying the property.

Upon the reasonable request of Landlord, Tenant shall provide access to the Landlord to enter the Premises for the purpose of inspection, repair, alteration, improvement or to supply necessary or agreed services. In case of emergency, Landlord, its agents or employees may enter the Premises, without liability there-for and without affecting Tenant's obligations under this lease, for any of the above stated purposes without notice or consent from Tenant. The term "Emergency" shall mean any sudden, unexpected occurrence or circumstance which demands immediate action. Tenant agrees to allow Fire Department and Landlord, its agents and employees to enter the premises at all times which are reasonably necessary to insure the protection and preservation of the facility or any personal property stored therein.

No Rebate- No rebate or prorating of any installment paid by Lessee will be returned to Lessee because Lessee vacates the premises prior to the expiration of Lease. Lessee may not assign this Lease, but the same shall be binding upon his heirs, executors, & administrators.

Limitation of Lessor's Liability; Indemnity- Lessor & Lessor's agents shall not be liable to Lessee for any damage or loss to any person, Lessee, or any property stored in, on or about the premises or the project, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, rodents, acts of God or the active or passive acts, omissions or negligence of Lessor or Lessor's Agents; except that Lessor & Lessor's Agents, as the case may be, may, except as otherwise provided herein, be liable to Lessee for damage or loss to Lessee or Lessee's property resulting from Lessor's fraud, willful injury or willful violation of law. Lessee does indemnify & hold Lessor & Lessor's Agents harmless from any & all damage, loss or expense arising out of or in connection with acts, omissions or negligence or otherwise, other than damage, loss or expense in connection with Lessor or Lessor's Agents' fraud, willful injury or willful violation of law. Notwithstanding anything contained in this Lease, in no event shall Lessor or Lessor's Agents be liable to Lessee in an amount in excess of \$5000 for any damage or loss to any person, Lessee or any property stored in, on or about the premises or the project arising from any cause whatsoever, including, but not limited to Lessor's or Lessor's Agents' active or passive acts, omissions or negligence.

Further, Lessee agrees not to store property having special or sentimental value and the tenant specifically waives its right to make claims for emotional attachment to its stored property. Lessee hereby waives its rights to bring any claims of any nature against Lessor before a jury.

Abandonment- In the event rent shall be in default & due & unpaid for a period of fourteen (14) consecutive days, & Lessee shall have failed to give Lessor written notice of an intention not to abandon the premises & the personal property located in, on or about the premises within fifteen (15) consecutive days thereafter, Lessor may reasonably assume that Lessee has abandoned the premises & any personal property located in, on or about the premises, &, at Lessor's option, the premises shall be deemed abandoned & this Lease terminated. Notwithstanding the foregoing, in the event Lessor otherwise reasonably determines that Lessee has abandoned the premises, or at Lessor's option, the premises & any personal property located in, on or about the premises shall be deemed abandoned & this Lease terminated. Further, in the event of an abandonment of the premises or any other termination of the Lease or Lessee's right to possession of the premises, Lessor may sell, destroy or otherwise dispose of any personal property thereafter remaining on the premises accordance with the terms & conditions of the Self-Storage Lien Act [48-11-1 to 48-11-9 N.M.S.A. 1978]. Lessor, in its sole discretion, may elect to "double lock" any unit more than 30 days past due and deny Lessee access to the unit until paid in full.

Alterations- Lessee shall not make or allow any alterations of any kind or description whatsoever to the premises without, in each instance, the prior written consent of the Lessor.

Right to Enter, Inspect & Repair Premises- Lessee shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police & fire officials, access to the premises upon three (3) days prior written notice to Lessee. In the event Lessee shall not grant access to the premises as required, or in the event of an emergency, or upon default of any of Lessee's obligations under this Lease, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right to remove Lessee's lock & enter

the premises for the purpose of examining the premises or the contents thereof or for the purpose of making repairs or alterations to the premises & taking such other action as may be necessary or appropriate to preserve the premises, or to comply with applicable law, or enforce any of Lessor's rights.

No Warranties- Lessor hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, or security of the premises & the project & Lessee hereby acknowledges, as provided in paragraph 1 above, that Lessee has inspected the premises & hereby acknowledges & agrees that Lessor does not represent or guarantee the safety or security of the premises or of any property stored therein. This Lease sets forth the entire agreement of the parties with respect to the subject matter hereof & supersedes all prior agreements or understandings with respect thereto.

Termination- This Lease shall terminate at the expiration of any term of this Lease by the party desiring to terminate this Lease giving written notice by certified or registered mail to the other party of such party's intention to terminate not less than seven (7) days before expiration of the term. Further, this Lease may, at the option of Lessor, be terminated upon any default by Lessee under the terms of this Lease or the abandonment of the premises by Lessee, or by Lessor's acceptance of Lessee's oral offer to terminate given not less than two (2) days before the proposed date of termination.

Condition of Premises Upon Termination- Upon termination of this Lease, Lessee shall remove all Lessee's personal property from the premises & shall immediately deliver possession of the premises to Lessor in the same condition as delivered to Lessee on the commencement date of this Lease, reasonable wear & tear excepted.

Notices- Except as otherwise expressly provided in this Lease, any written notices or demands required or permitted to be given under the terms of this Lease may be personally served, or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid & addressed to the party, so to be served at the address of such party provided for in this Lease. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereof fully prepaid & addressed in accordance with the provisions hereof.

Assignment- Lessee shall not assign or sublease the premises or any portion thereof without, in each instance, the prior written consent of Lessor.

Succession- All of the provisions of the Lease shall apply to, bind, & be obligatory upon the heirs, executors, administrators, representatives, successors & assigns of the parties hereto.

Construction- Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective & valid under applicable law, but, if any provision of this Lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

Time- Time is of the essence of this Lease.

Rules & Regulations- The rules & regulations posted in a conspicuous place at the project are made a part of this Lease & Lessee shall comply at all times with such rules & regulations. Lessor shall have the right, from time to time, to promulgate amendments & additional rules & regulations for the safety, care & cleanliness of the premises, project & all common areas, or for the preservation of good order, & upon the posting of any such amendments or additions in a conspicuous place at the project, they shall become a part of this Lease.

Entire Agreement- There are no representations, warranties, or agreements by or between the parties that are not fully set forth herein, & no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.

Late Charges- Monthly rentals & other charges due from Tenant may accrue a late charge of \$5.00, plus a lock fee of \$10.00, if not paid on or before the 15th day of each month.

Returned Checks- A service fee of \$25.00, plus any bank charges, will be added to the account on any returned checks.

LESSEE HEREBY ACKNOWLEDGES HE /SHE HAS READ & UNDERSTANDS THIS AGREEMENT & THAT HE HAS RECEIVED A FULLY EXECUTED COPY OF THIS AGREEMENT.

ALL PAYMENTS DUE NO LATER THAN 15TH OF MONTH AT: OFFICE, 2000 FIRST STREET, ALAMOGORDO, NEW MEXICO 88310

(Lessee's Signature)

(Lessee's Signature)

ALAMO MINI STORAGE

BY _____
(Lessor's Signature)

ALAMO MINI STORAGE RULES

- 1. Do not store on the premises personal property in or to which any other person has any right, title or interest.**
- 2. Do not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, nor perform any welding on the premises or within your unit.**
- 3. Use of a storage unit as a workshop of any kind is absolutely prohibited.**
- 4. Do not store any personal property on the premises which would result in the violation of any law of any governmental authority, & Lessee shall comply with all laws, rules, regulations & ordinances of any & all governmental authorities concerning the premises or the use thereof. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants on these premises.**
- 5. Rent is due by the 5th of the month, but in no event no later than the 15th of the month.**
- 6. Do not store property having special or sentimental value.**
- 7. Do not make or allow any alterations of any kind or description whatsoever to the premises without, in each instance, the prior written consent of Management.**
- 8. Please close the gate upon entry or departure. Failure to do so could result in an unknown and unauthorized person gaining entry onto the premises.**
- 9. Excessive noise is prohibited**
- 10. Excessive speed and careless driving are prohibited.**
- 11. If the full amount of rental due is not paid by the 15th day of the month, the unit will be locked and access by you will be denied. A late fee of \$5.00, plus a lock fee of \$15.00 will be charged.**