

**ALTO SELF STORAGE**  
**575-937-5959**

\_\_\_ Airport Road Location

\_\_\_ Sun Valley Drive Location

**Mailing: P. O. Box 98**  
**Alto, NM 88312**  
**(274 State Hwy 220)**

**Mailing: P. O. Box 1371**  
**Alto, NM 88312**  
**(102 Sun Valley Road)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Assigned Unit # \_\_\_\_\_

THIS LEASE CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Sierra Karavan, LLC dba Alto Self Storage, hereinafter called the "Owner", and \_\_\_\_\_ hereinafter called the "Tenant".

**WITNESSETH:**

1. That for and in consideration of the terms and conditions hereinafter set out, the Owner does hereby lease, let and demise; and the Tenant does hereby lease from the Owner that certain unit owned by the Owner in Alto, New Mexico.
2. **TERM:** The term of this tenancy shall begin this day of , 20\_\_\_\_, and shall continue from the first day of the month immediately following on a month-to-month basis until terminated by either party upon fourteen (14) days written notice, except for nonpayment of rent as provided for hereinafter.
3. **RENT:** As consideration for this lease and the use and occupancy of the premises during the term of said lease, the Tenant agrees to pay the Owner monthly installments of \$\_\_\_\_\_, with the first monthly installment prorated based upon the date of execution of the contract hereof and a full monthly installment **on the first day of each and every month thereafter during the term of this lease. The prorated amount is due upon the execution of the contract. If the execution of the contract is on or before the 15th of the month, the first full month's installment is due upon execution of the contract. Prorated rent is only applied upon execution of the contract and not upon termination of the contract.**
4. **CREDIT:** Card Payment Plan (Optional): You may agree to have Owner automatically charge your credit card monthly for charges associated with your unit.

**I HAVE AUTHORIZED LINCOLN STATION TO AUTOMATICALLY CHARGE MY CREDIT CARD FOR ALL CHARGES ASSOCIATED WITH MY STORAGE UNIT: \_\_\_ YES, \_\_\_ NO (SIGNATURE) \_\_\_\_\_**

Tenant agrees to notify Alto Self Storage of any changes to the credit card information, such as account number and expiration date.  
\_\_\_ American Express \_\_\_ Discover \_\_\_ Master Card \_\_\_ VISA \_\_\_ Other

Credit Card Number \_\_\_\_\_ CVV2 Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Name on Card \_\_\_\_\_ Billing Zip: \_\_\_\_\_

5. **LATE PAYMENTS, RETURN CHECKS:** Rental payments not received by the 15th of the month will be subject to a Twenty-five Dollar (\$25.00) late charge. Any checks presented by Tenant and returned to Owner must be immediately remedied by Tenant in cash, along with a Thirty-Dollar (\$30.00) charge for the returned check. If the Owner is required to send notice to enforce its lien right. Tenant agrees to pay Thirty-five Dollars (\$35.00) reimbursement to the Owner for the cost of sending said notice. These three (3) charges are separate charges. The first charge is for a late payment; the second charge is for the delay of a dishonored check; the third is the cost associated with enforcing the Owner's lien rights under lease or New Mexico law.
6. **RENT ACCRUAL UPON DEFAULT:** The Tenant agrees that in the event of default of any of the provisions contained in this agreement or in the event of nonpayment of rent, that so long as the Tenant remains in default or until such time as the Owner has availed itself of its remedies contained herein and the rental unit is finally vacated, the Tenant agrees that the monthly rental provided for herein shall still accrue and be due and owing to the Owner until such final satisfaction of the Owner's remedies.
7. **TAXES:** The Owner will pay taxes assessed against the real estate and improvements and Tenant shall pay any taxes assessed against any of the contents of the building owned by the Tenant and placed in the subject unit.
8. **USE AND OCCUPANCY:** Tenant agrees to use storage space only for the storage of his/her personal property. Property is stored under the supervision and control of the Tenant. No one may live in the premises permanently or temporarily.
9. **MODIFICATIONS OF THIS AGREEMENT:** Any of the terms of this agreement may be changed by Owner by the giving of written notice by mail thirty (30) days prior to the expiration of any month of this tenancy.
10. **ATTORNEY'S FEES AND COSTS:** Tenant will pay all cost and expenses, including reasonable attorney's fees, incurred by Owner in enforcing any of the terms, provisions, covenants, and indemnities provided herein.
11. **BINDING EFFECT:** This agreement shall bind and apply to the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
12. **LIMITATIONS OF USE BY TENANT:**
  - a) Tenant shall not place or keep in said space explosive, inflammable goods, materials or gasoline, any liquid or chemical that may cause toxic fumes or obnoxious odors, contraband, or other goods prohibited, and agrees to abide by any rules promulgated by Owner governing the use of the premises. Tenant shall permit no damage hereto and shall indemnify and hold Owner harmless from any claim or cause of action arising out of tenant's use of the premises for an unlawful purpose.
  - b) Tenant agrees not to obstruct driveway, and the Tenant agrees to keep the premises clean and sanitary and to place all trash in receptacles.
  - c) Tenant shall not have the right to make any changes to the premises. The tenant shall not sublease or sublet all or any part of the premises.
  - d) The parties further agree that the Tenant shall place no signs on or in the vicinity of the building, which could possibly encourage a break-in or theft.

**Continued on next page.....**

**TENANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ AND UNDERSTANDS ALL OF THIS AGREEMENT AND HAS RECEIVED A SIGNED COPY OF THE SAME.**

\_\_\_\_\_  
Alto Self Storage

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

- e) Tenant is strictly prohibited from storing or using materials on the premises classified as HAZARDOUS OR TOXIC under any local, state or federal law or regulation, and from engaging in any activity, which produces such materials. Tenant's obligations of Indemnity as set forth in Paragraph 9(a) herein specifically includes any cost, expenses, fines or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. No commercial sales shall be conducted on the leased premises.
  - f) Tenant shall drive in an orderly manner and not exceed the speed limit of Ten (10) miles per hour.
  - g) Tenant is responsible for removing trash and shall not litter while on the premises.
13. **INSURANCE:** Owner does not provide insurance to cover fire, extended coverage endorsement, burglary, vandalism or malicious mischief. Insurance on Tenant's property is the responsibility of the Tenant. Tenant agrees and assumes all risk of loss to stored property. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Owner, Owner's agents or employees.
14. **TENANT STORES PROPERTY AT OWN RISK:** tenant understands and agrees that:
- a) No bailment is created herein.
  - b) Owner is not a warehouseman engaged in the business of storing goods.
  - c) Tenant will provide his/her own insurance.
  - d) Tenant will provide, at his/her own expense, a lock for all property stored.
15. **OWNER RESPONSIBILITY:** In the event the premises are damaged by natural cause or by an attempted break-in, the Owner agrees that it will repair the damage to the structure as soon as practical after being notified by the Tenant. It is specifically agreed that the Owner will not be liable for any theft, vandalism, casualty or other damage, which may occur to the contents of the building while the repairs are being completed.
16. **RELEASE OF OWNER'S INDEMNIFICATION AND LIABILITY:**
- a) All personal property stored within or on the rented premises by Tenant shall be at Tenant's sole risk. Owner and Owner's agents shall not be liable to Tenant for any damage to, or loss of, any personal property while at the rented premises arising from any cause whatsoever, including but not limited to burglary, fire, water damage, mysterious disappearance, rodents, acts of God, or the active or passive acts or omissions or negligence of Owner or Owner's agents.
  - b) Owner, Owner's agents and employees shall not be liable to Tenant, his/her agents, employees, friends or relatives for injury or death as a result of Tenant's use of his/her unit or the premises, even if such injury is caused by the active or passive acts, omissions, negligence of Owner, Owner's agents or employees.
  - c) Tenant hereby agrees to save and hold Owner harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.
17. **RIGHT TO ENTER:** The owner shall have the right to enter said unit at times of emergency for inspection or repairs, and if deemed necessary by Owner, contents may be removed to another unit.
18. **OWNER RESPONSIBILITY:** In the event the premises are damaged by natural cause or by an attempted break-in, the Owner agrees that it will repair the damage to the structure as soon as practical after being notified by the Tenant. It is specifically agreed that the Owner will not be liable for any theft, vandalism, casualty or other damage; which may occur to the contents of the building while the repairs are being completed.
19. **OWNER'S LIEN ON TENANT'S PROPERTY FOR UNPAID RENT:** Owner's facility is operated according to the terms of the New Mexico Self Storage Lien Act. Payment is due on the first day of each month and failure to make such timely payments constitutes default. Rental payments not received by the 5th of the month will be subject to twenty-five (\$25.00) late charge. Gate and unit access is denied tenant in default on the 10th day of the month. Upon tenant's remaining in default for thirty (30) days, owner shall send to tenant's last known address and to other lien holders by certified mail, return receipt requested, a notice of intent to enforce lien, and five (5) days thereafter may enter unit and remove property for safekeeping pending sale, public or private or other disposition, including destruction of goods with no commercial value. Any or all contents of said unit will be disposed of accordingly upon tenant's remaining in default for ninety (90) days. Sales proceeds received by owner shall first be applied toward expenses of sale or other disposition, expenses incurred by owner in connection with moving, storing; and preserving the property, attorney's fees and costs and the delinquent rent. From the proceeds of such sale, owner may satisfy its lien. The balance, if any, of such proceeds shall, on demand within ninety (90) days be paid to tenant.
20. **ABANDONMENT OF PROPERTY:** Any property which shall remain in the Tenant's unit after the expiration or termination of this Agreement, shall be deemed to have been abandoned, and either may be retained by the owner as its own property or sold in accordance with the provision of Paragraph 13 above. If such property or any part shall be sold the Owner may receive and retain the proceeds of such sale and apply the same at its option against the expenses of rent and sale, the cost of moving and storage, any arrears of basic and additional charges and any damages which the Owner may be entitled to under this agreement or in accordance with laws.
21. **OPERATION:** Owner shall have the right to establish or change hours of operation, promulgate said rules and amendments for the safety, care and cleanliness of the premises and for the preservation of good order on the facility. Tenant agrees to follow all of the Owner's rules now in effect or that may be put into effect.
22. **TERMINATION:** Upon termination of this agreement, Tenant must leave his/her unit in good condition and is responsible for all damages.
23. **NOTICES:** All notices required by law or by this agreement may be sent to Tenant at the above address given by Tenant by certified mail, return receipt requested, postage prepaid and shall be deemed given when deposited in the US Mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant when deposited in the US Mail. Tenant is responsible for notifying Owner in writing of any change of address. Owner shall not be presumed to have received notice of any change of address given above by certified mail, return receipt requested, postage prepaid.
24. **SEVERABILITY OF INVALID PROVISION:** This lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement between the parties. If any provision herein is invalid, it shall be considered deleted from the lease and shall not invalidate the remaining provisions of this lease.
25. **RIGHT NOT TO RENEW:** Owner reserves the right not to renew this agreement for any reasonable cause and Tenant agrees to vacate upon demand or failure to comply with or breach of any terms or covenants of this agreement.
26. **DISCLOSURE OF LIEN HOLDERS OR SECURED PARTIES:** As required by law, Tenant hereby states that the following are all of the lien holders or secured parties who have an interest in property that is or will be stored in the Storage Unit. (Set forth the name and mailing address of the lien holder of secured parties and the specific property covered by the lien): (Please use back of form)