



Santa Clara Pueblo Housing Authority

201 Road Runner Road, Espanola NM 87532-1313

Phone: (505)-753-6170 Fax: (505) 257-3715

info@scphousing.org – www.scphousing.org

Self-Storage Lease Agreement

Unit #: _____ Rent: _____ First Month: _____ Security Deposit: _____

Total due: _____ Late charge: \$10.00

Please circle where you would like invoices to be sent: Email Mail Both

Applicant

Tenant: _____ Phone: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Date of Birth: _____ Enrollment Card: _____ Non-Member: _____

Co-Applicant

Name: _____ Phone: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____

Emergency Contact

Name: _____ Phone: _____

Address: _____

Relationship: _____

Checklist:

- _____ Copy of Enrollment card:
- _____ Copy of Non-Member Residency card:
- _____ Copy of Driver License
- _____ ACH
- _____ Payment (1st months' rent & Security Deposit)
- _____ Copy of SCPHA construction contract (temporary rent)

This Storage Space Lease Agreement ("Lease") is made and entered into an agreement as of _____ ("Effective Date") by and between _____ (the "Lessee") and Santa Clara Pueblo Housing Authority (SCPHA) of 201 Road Runner Road, Espanola, NM 87532 (the "Lessor"), collectively known as the "Parties". The Parties hereby agree as follows:

Applicants initials: _____

Date: _____



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Terms and Conditions

1. Term

Lessor hereby leases to Lessee the storage space located at 60 Dusty Plaza, Espanola, NM 87532 (the "Premises"). The lease will start on _____ and will continue month-to-month tenancy until such time as it is terminated by either party.

2. Leased Premises

Lessor agrees to lease Lessee storage unit(s) # _____ that is 12' x 10' sq. ft. of floor space.

3. Rent & Deposit

Lessee agrees to pay Sixty dollars rent in advance on the 1st of each month to Lessor by mail or in person to Lessor address as noted above. Upon receiving any payment of storage space rent in the form of check, money order or cashier's check, Lessor agrees to issue a receipt stating the name of Lessee, the amount of rent paid, the designation of the storage space and the period for which said rent is paid.

4. Security Deposit

Upon execution of this Lease, Lessee shall pay the Lessor a deposit of Sixty dollars and No/100 (\$60.00) as security for Lessee's fulfillment of the terms of this Lease. The deposit will be held by Lessor and shall be refunded to Lessee within thirty (30) days after Lessee vacates the Premises, if:

- a) Lessee gave Lessor 30 days advance written notice of the intent to vacate;
- b) All rent and other monies due to Lessor by Lessee have been paid;
- c) Premises is clean, not damaged and is left in its original condition, normal wear and tear excepted; and
- d) Lessee removed all personal property and trash from the Premises. Otherwise, deductions will be made for cleaning, repair of damages, replacement of any missing items, unpaid rent and any other amounts due under this Lease. Should the total deductions herein authorized exceed the amount of the security deposit, Lessee agrees to pay Lessor the amount of such deficiency within 15 days of receipt of invoice.

5. Late Fees

Monthly rent which is not paid in person or postmarked by the 5th calendar day of the month are subject to a late fee of Ten dollars and No/100 (\$10.00). In the event of Non-Sufficient Funds (NSF), dishonored or returned check, Lessee agrees to pay Lessor a Thirty-five dollars and No/100 (\$35.00) service charge.

6. Default

If Lessee fails to make the required monthly payments, Lessee will have to vacate the unit or and property may later be sold at a public sale. Before the sale, Lessee will be notified by first-class mail or by electronic mail of the amount due. The notice will be mailed to the last known address, in order to preserve your right to be notified, Lessee must notify in writing of any changes in mailing address. **If the Lessee has not paid the monthly rental fee, the Lessor will lock the unit until the account is cleared with payment.**

Applicants initials: _____

Date: _____



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7. Termination

Either party may terminate this Lease by providing 30 days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed in this Lease.

8. Use of Premises

Lessee shall have access to the Premises for the purpose of storing and removing personal property seven days a week at the times posted, subject to the following conditions:

- a) Lessee shall use the Premises solely for storage related purposes.
- b) All personal property must be stored within the Premises (no outside storage is permitted). Items left outside the Premises for more than 24 hours may be towed or hauled away at Lessee's expense.
- c) Premises shall not be used for sleeping or as a living quarter.
- d) Heavy maintenance or heavy repairs may not be performed in or around the Premises.
- e) Spray painting or welding is not permitted within or around the Premises.
- f) No business (i.e. manufacturing, construction or sales) may be conducted in or around the Premises.
- g) Tenant shall use the Premises in a careful, safe, proper and lawful manner.
- h) No explosive, hazardous or flammable materials may be stored in the Premises.
- i) Guns, illegal items, materials or substances are not permitted within or around the Premises.

9. Lessor Access to Premises

Lessor shall have the right to enter the Premises if it reasonably appears that the Premises are being used for any unlawful purpose or for purposes other than outlined, or if any emergency arises which necessitates access to the Premises.

10. Locks

Lessee agrees to use, and Lessee shall provide at its own expense, a lock for the Storage Unit of the type specified by the Lessor. Lessee agrees to keep the Storage Unit locked at all times. Lessee may use ONLY one (1) lock per Storage Unit. If the Lessee has not paid the monthly rental fee, the Lessor will lock the unit until the account is cleared with payment.

11. Security and Liability

Lessee understands that the Lessor does not provide any security system for the Premises. Lessee's possessions will occupy the Premises entirely at the risk of the Lessee. Lessor is not responsible for carrying any insurance covering Lessee's possessions. Lessee should, at his or her own expense, obtain insurance for the possessions stored at the Premises. Lessee releases Lessor from any loss, damage claim or injury resulting from any casualty on the Premises. Lessee understands and agrees that the Lessee accepts full responsibility for any and all personal injuries or any other damages that may occur during use of the storage space regardless of the reason. Further, Lessee agrees the Lessor, and all associated owners, agents, and employees, be held harmless for any and all inquiries and damages occurring inside or outside of the Premises.

12. Maintenance & Damages

Lessee will be responsible for damages to the unit, and to keep and maintain the Premises in good, clean and sanitary conditions during the term of this Lease and any renewal thereof. Lessee will promptly advise Lessor if the Premises are in need of any maintenance or repair.

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13. Assignment and Sublease

Lessee shall not assign or sublease any interest in the Lease.

14. Governing Law

This Lease shall be governed by the laws of the Santa Clara Pueblo.

15. Entire Agreement

This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of the Lease. This Lease supersedes any prior written or oral agreements between the parties.

16. Severability

If any provision of this Lease will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be invalid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limitation such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

17. Amendment

This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

18. Waiver of Contractual Rights

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, this Lease has been executed and delivered in the manner prescribed by law as the Effective Date first written above.

LESSEE

Date: _____

[Name of Lessee]

LESSOR

Date: _____

SCPHA Representative

Applicants initials: _____

Date: _____