

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

LEASE AGREEMENT NO. 012213

This lease agreement is entered into between Swiss Village Self-Storage of Payson, AZ, hereinafter referred to as **OWNER** and Gila County Probation Office of Payson, AZ, hereinafter referred to as **GILA COUNTY**.

1. **LOCATION & DESCRIPTION OF LEASED AREA:** This Agreement is to lease Storage Unit #306, a 10' x 20' storage unit. The unit to be leased is located at 635 N. Beeline Highway, Payson, Arizona, 85541
2. **TERM & RATES:** The term of this Agreement shall be for a period of two (2) years, commencing on the first (1st) day of January, 2013. The annual rent shall be at a rate of \$1,536.00 payable by the first (1st) day of January 2013. An invoice shall be generated by the Owner and mailed to the County address in this lease.

The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

The County will have exclusive use of the storage room.

3. **LANDLORD – TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

This agreement is subject to cancellation pursuant to A.R.S. §38.511.

4. **FISCAL LIMITATIONS:** It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.

5. **TERMS AND CONDITIONS:** To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the Storage Agreement, signed May 22, 2006, copy attached, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.

6. **NOTICES:** All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Swiss Village Self-Storage
Attn: Christine Leitner
635 N. Beeline Highway
Payson, Arizona 85541

Gila County Finance
Guerrero Building
Attn: Accounts Payable
1400 E. Ash Street
Globe, Arizona 85501

GILA COUNTY

SWISS VILLAGE SELF-STORAGE



Don E. McDaniel, Jr./County Manager



Christine Leitner/Manager

Date: 1/30/13

1596 125-10-1-82
 306 10x20 306 m/s 10-10
 r/o 10-40



Swiss Village

SELF-STORAGE
 635 N. Beeline Hwy.
 Payson, AZ 85541
 (928) 474-6339

Access Code: 1596 Size: 10x20 Unit #: 152F

STORAGE AGREEMENT

OCCUPANT'S NAME: <u>DR. RANDA GICK</u>	
UNIT NO.: <u>152F</u>	
ADDRESS: <u>635 N. Beeline Hwy. Payson, AZ 85541</u>	
DATE OF AGREEMENT: <u>5/22/06</u>	
SIGNATURE: <u>[Signature]</u>	

DO NOT WRITE BELOW - FOR OFFICE USE

STARTING DATE <u>5/22/06</u>	Your monthly rent of \$ <u>29.00</u> is due on or before the 1st day of the month.	REFUNDABLE DEPOSIT \$ <u>✓</u>
MONTHLY DUE DATE <u>1st</u>		ADMINISTRATIVE FEE \$ <u>✓</u>
TERM OF THIS AGREEMENT MONTH TO MONTH No. OF MONTHS <u>1</u>	<u>128⁰⁰ Effective 1-1-12</u> <u>5-22 - 10.40</u> Lock <u>10.00</u> (bill) <u>20.40</u>	PAID TO DATE <u>7 1 106</u>

This agreement does not give a possessory interest in the premises. It is a contractual license to enter upon the premises and to use the premises for storage.

The OPERATOR agrees to license the use of the above described premises to OCCUPANT on the terms specified above and on the terms and conditions set forth below and on the reverse side of this STORAGE AGREEMENT, and OCCUPANT on execution of this AGREEMENT hereby accepts the same, and acknowledges receipt of a completed Storage Agreement.

TERMS AND CONDITIONS

- All payments are payable in advance of the due date without demand, as specified above. (You will not be billed.) Units will not be licensed for a period of less than one month. There shall be no refunds of monthly storage fees.
- A \$10.00 late charge per month will be assessed if the payment is not received by the 10th day following the due date. A \$15.00 charge will be assessed for returned checks.
- Occupant agrees to place only one lock on the unit.
- It is the responsibility of the Occupant to report any change of address in writing to the Operator.
- It is expressly understood Operator carries no insurance covering Occupant's goods and assumes no liability for same. See Paragraph 11 on reverse side of this Agreement. Any insurance protecting the personal property stored against fire, theft or damage must be provided by the Occupant.
- Occupant understands Operator has a lien on goods for payment of fees due and unpaid and may sell same with proper notice if occupant is in default as described in Paragraph 7 of reverse side of this Agreement.
- Occupant shall pay in advance a security, cleaning and damage deposit to be held by Operator. The deposit shall be returned to Occupant within two weeks after this Storage Agreement has been terminated, less all charges for cleaning, repairing and replacement of any missing items. Operator may retain any amounts necessary from deposit to compensate for payment due and unpaid under this Agreement.
- Occupant shall disclose any lien holders or secured parties who have an interest in property that is or will be stored in the self-service storage facility.
- If Occupant is in default under any of the Terms and Conditions of this Agreement, access to the damaged premises may be denied.
- Occupant is advised not to store irreplaceable items such as antiques, pianos, artwork, personal keepsakes in these units.
- For security purposes, tenants must vacate the premises by 6:15 p.m.
- Unless otherwise specified above, this Agreement is a month to month agreement.

[Signature]
 INITIAL

TERMS

1. **USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for storage of personal property and household goods owned by the Occupant. Since Occupant stores goods without Operator's knowledge, supervision, or control, it is specifically agreed that the Operator is not concerned with the kind, quality or value of any goods stored by the Occupant pursuant to this license. Occupant shall disclose any lien holders or secured parties who have an interest in property that is or will be stored in the self service storage facility. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything herein alter the release of Operator's liability set forth in Paragraph 11.
Occupant further agrees that the premises will not be used for operation of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the premises. The storage of welding, flammable, explosive or other inherently dangerous materials is prohibited. Vehicles or other similar fuel-driven equipment may be stored only if the fuel tanks are empty. Occupant shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises.
2. **ACCESS.** In Operator's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Operator to maintain order and to protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises.
3. **RULES.** Occupant agrees to abide by all COMPANY rules and policies that are posted and are now in effect or that may be put into effect from time to time. Operator agrees to supply written copies of said rules to Occupant as they now exist and as they may be modified or adopted in the future.
4. **CONDITION AND ALTERATION OF PREMISES.** Occupant has examined the premises and hereby accepts them as being in good order, condition and repair. Occupant agrees to immediately notify Operator of any defects, dilapidations or dangerous conditions. Occupant agrees to keep the premises in good order and condition and to pay Operator promptly for any repairs of the premises, caused by Occupant's negligence or misuse or the negligence or misuse of the Occupant's invitees, licensees, and guests. Occupant shall make no alterations or improvements to the premises without the prior written consent of Operator. Should Occupant damage the premises or make alterations, or do painting or redecorating, without the prior written consent of the Operator, then all costs necessary to restore the premises to its prior condition shall be borne by the Occupant.
5. **INSPECTION.** Operator may enter the space for purposes of inspection without prior notice to the occupant whenever operator believes that any hazardous condition or nuisance has been created or is occurring in the space, or for repairs to the interior or the door.
6. **TERMINATION.** The agreement may be terminated by Operator by giving ten days written notice to Occupant. The occupancy may be terminated by Occupant by giving written notice to Operator ten days prior to the monthly due date. In the event Occupant terminates the occupancy, Occupant shall not be entitled to a refund of monthly storage fees. As a condition for such termination, and prior to the return of any deposit, Occupant shall completely vacate the space, leaving it in good and clean condition, reasonable wear and tear excepted and allow Operator to inspect the space in Occupant's presence to verify the final condition and content of the space. As a further condition of termination, Occupant shall leave a forwarding address for return of the deposit and where Occupant may be served by certified mail in any action to recover unpaid charges or for damages to the space or to the premises.
7. **DEFAULT AND ABANDONMENT.** In accord with A.R.S. Sections 33-1701 et seq., Operator is hereby given a lien upon all goods, merchandise or property of any description placed in or upon the demised premises by Occupant to secure it for any payment of storage charges due hereunder, in addition to any lien or remedy provided by law, and in the event of the breach of covenant herein or default by Occupant in the payment of storage charges when due, Operator may, without notice to Occupant, take immediate possession of the premises and all of the Occupant's property therein and store same at the expense of the Occupant and giving Occupant reasonable written notice of the time after which any sale or other intended disposition thereof is to be made, may sell property at public sale, or so much thereof as is necessary to pay the expense of transfer, storage, sale, legal expense, record lienholders and encumbrance in payment and any balance remaining after such payments shall be paid over to Occupant on demand.
Occupant shall not abandon the space at any time during the term of this agreement. In addition to any other circumstances indicating abandonment by Occupant, it is specifically agreed that in the event the payment is due, owing and unpaid in any part for 30 consecutive days, it shall be conclusively presumed that the Occupant has abandoned the space within the meaning of A.R.S. Section 33-1704. In the event such abandonment occurs Occupant agrees that Operator may enter and inspect the space, terminate the occupancy and dispose of all property left in the space by Occupant in accordance with applicable provisions of law.
8. **ASSIGNMENT OR SUBLETTING.** Occupant shall not sublet or assign or sublicense all or any portion of the space or Occupant's interest therein without prior written consent of the Operator.
9. **LEGAL FEES.** If legal action shall be brought by Operator for any breach of this agreement, Occupant shall pay to Operator all costs, expenses, and reasonable attorney's fees incurred by Operator in such action.
10. **INDEMNITY.** Occupant, for himself, his agents, executors, administrators, and assigns does hereby indemnify and agree to hold the Operator, his agents, free and harmless from any and all claims, demands, actions, causes of action, damages, attorneys fees and cost of every kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of Occupant's use or occupancy of the demised premises. In addition the Occupant shall, upon demand of the Operator, his agents or assigns, provide at his own cost all necessary defense of the Operator of any such claim, demand, action or cause of action.
11. **RELEASE OF OPERATOR'S LIABILITY.** As a further consideration for the use and occupancy of the space and premises, Occupant for himself, his agents, executors, administrators and assigns does hereby agree that Operator, his agents, employees and assigns shall not be liable to Occupant, his agents, administrators, executors and assigns, guests, licensees or invitees for any loss or damage, injury or death caused to them or their property as the result of the use and occupancy of the space and premises. It is further agreed that any stored property is placed in the space at Occupant's sole risk, and Operator and Operator's agents, employees and assigns shall have no responsibility or liability for any loss to said property from any cause whatsoever. It is agreed by Occupant that his release of Operator's liability is a bargained condition of the payment set forth herein, that Operator does not carry insurance to cover losses or damages to Occupant's property from any cause whatsoever, and that were the Operator not released from liability as set forth here, a much higher payment would have to be agreed upon. Occupant further acknowledges that insurance is available from independent insurance companies to protect Occupant in the event of theft, damage, or destruction of his stored property. In the event Occupant acquires such insurance, Occupant hereby agrees to waive all rights of subrogation against Operator, his agents, employees and assigns for any liabilities released herein. Occupant acknowledges that Operator does not warrant or represent that Occupant's property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by electricity, gas, water, fire, or the elements of weather or earthquakes.
12. **SECURITY OF SPACE.** Occupant agrees to be solely responsible for providing such locks, or other security devices as Occupant desires, for securing access to the space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the space is rendered insecure in any manner, Operator may, at its sole option, take whatever measures deemed necessary by Operator to resecure the access to Occupant's space. Operator is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the space has become insecure. The fact the Operator has taken measures to resecure the access to Occupant's space under this paragraph shall not alter the limitations upon operator's liability set forth in paragraph 11 of this agreement, nor shall such measures be deemed a conversion of Operator's stored property.