

STORAGE UNIT AGREEMENT

This STORAGE UNIT AGREEMENT (the "Agreement") is entered into by and between Desert Breeze Villas Condominium Association (the "Association") and _____ (the "Owner"). The Association and the Owner are referred to, collectively, as the "Parties."

RECITALS

WHEREAS, the Owner is the legal owner of Unit _____ in the Association.

WHEREAS, the Owner desires to lease a storage unit from the Association in accordance with the terms and conditions set forth below.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties voluntarily and knowingly agree as follows:

1. Storage Unit. The Association agrees to lease storage unit no. _____ to the Owner for a one (1) year period commencing on _____, 20__, and ending on _____, 20__. The term of this Agreement may only be extended upon the written agreement of the Parties.

2. Payment. The Owner agrees to pay the Association \$25.00 a month for the storage unit. Payments are due by the fifth (5th) day of each month and shall be sent to the following address:

Desert Breeze Villas Condo Association
c/o Total Property Management
4020 N. 20th St, Suite # 310
Phoenix, AZ 85016

3. Release. The Owner agrees to release, indemnify and hold the Association harmless from and against any and all claims arising out of or relating to (i) this Agreement; (ii) the use of the storage unit; and (iii) the loss, damage, destruction or theft of any property in the storage unit. Under no circumstances will the Association be responsible for any loss, damage, destruction or theft of the Owner's property in the storage unit.

4. Damage. The Owner is responsible for any damage caused to the storage unit during the term of the Agreement. The Owner shall promptly notify the Association of any such damage. In the event the Association must repair any damage to the storage unit, the Association may charge the Owner in accordance with Sections 5.3 and 7.2.4 of the Amended and Restated Condominium Declaration for Desert Breeze Villas (the "Declaration").

5. Insurance. The Owner shall obtain insurance coverage on any personal property or other items placed in the storage unit. The Association will not maintain any insurance coverage on such items.

6. Representations. The Owner hereby represents, warrants and agrees to the following: (i) the Owner will use the storage unit in compliance with the Declaration, the Association Rules, and any applicable laws, ordinances and regulations; (ii) the Owner will remain current on the payment of assessments and/or other charges imposed by the Association under the Declaration during the term of the Agreement; and (iii) the Association is not responsible for any loss, damage, destruction or theft of the Owner's property in the storage unit.

7. Termination. The Association may terminate the Agreement, without penalty, upon any of the following conditions: (i) the Owner is in default / breach of any provision in the Agreement; (ii) the Owner becomes delinquent in the payment of assessments and/or other charges imposed by the Association under the Declaration; (iii) the Owner ceases to own a Unit in the Association; or (iv) the Association determines, in its sole and absolute discretion, that the Agreement may violate the Declaration or Arizona law. The Association shall provide the Owner with ten (10) days written notice of the termination.

8. Holdover. In the event that the Owner fails to remove any property from the storage unit upon termination or expiration of the Agreement, the Association may dispose of such property in accordance with Arizona law. The Owner will also be charged a holdover fee of \$10.00 per day until the property is removed from the storage unit.

9. Enforcement. The Agreement shall be construed, enforced and governed by the laws of the State of Arizona. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

10. Execution. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument. Facsimile signatures are binding as originals.

11. Effective Date. This Agreement is effective on the date of the last party's signature herein.

DESERT BREEZE VILLAS CONDOMINIUM ASSOCIATION

By: _____
Its: _____

Date: _____

OWNER

Name: _____
Unit No: _____

Date: _____