

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT is executed in duplicate on this day: \_\_\_\_\_ between \_\_\_\_\_ **SELF-STORAGE, LLC**, a New Hampshire Limited Liability Company, 12 Autumn Lane, \_\_\_\_\_, NH 03110 (603) 472-4442, **and:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, & ZIP:** \_\_\_\_\_

**TEL. NUMBER:** \_\_\_\_\_

**WORK NUMBER:** \_\_\_\_\_

**ACCOUNT #:** \_\_\_\_\_

**UNIT #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Occupant advises Operator that Occupant intend to allow the following individuals to have access to the premises:**

### **FEES AND CHARGES: Occupant agrees to pay the following fees:**

**\$ \_\_\_\_\_ - Monthly rent**

**(Due on the monthly anniversary date of the date of this agreement)**

**\$10.00 - New Account Administration Fee (Non Refundable)**

**\$25.00 - Cleaning Fee, due at signing of agreement (refundable)**

**\$10.00 - Late Charge after rent is seven (7) days late**

**\$25.00 - Additional Late Charge after rent is fifteen (15) days late**

**\$50.00 - (lien Handling) Charge after Thirty (30) Days (Whether or not Sale Occurs)**

**\$100.00 - Auction Sale Fee**

By placing his /her **INITIALS HERE** \_\_\_\_\_, Occupant acknowledges that the above information is correct, that all payments are due before the close of business on the day indicated to be applied to the oldest delinquency first, including fees which may have accrued since the last payment was received, and that he understands and agrees to pay the fees and rent as noted above. All or some of Cleaning Fee may be reimbursed, depending on the adequacy of the cleaning of the rented space done by the Tenant/Occupant before turning it over to Operator. Determination will be made exclusively by Operator. It is agreed by and between Operator and Occupant:

**1. PURPOSE AND DESCRIPTION OF PREMISES.** The parties have entered into this Rental Agreement for the purpose of leasing and renting certain space as herein described and with the

express understanding and agreement that no **bailment or deposit of goods for safekeeping is intended or created hereunder**. Operator leases to Occupant and Occupant leases from Operator the above-noted space (hereinafter the "Premises") located at the above-referenced address of Operator and included in a larger facility at such address containing similar leased real property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter referred to as the "Property"). **Occupant has examined the Premises and the Property and, by placing his/her INITIALS HERE \_\_\_\_\_, acknowledges and agrees that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises or the common areas of the Property.** Occupant shall have access to the Premises and the common areas of the Property only during such hours and days as are regularly posted at the Property.

**2. TERM AND RENT.** The term of this Rental Agreement shall commence as of the date written above and shall continue from that day to the same day on the next month ("**anniversary date**") and shall continue on a month-to-month occupancy until terminated. Occupant shall pay Operator as a monthly rent, without deduction, prior notice, demand or billing statement, the sum noted above in advance on the anniversary date of each month and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent paid upon execution of the Rental Agreement, and thereafter, if this Rental Agreement terminates other than on the anniversary date of the monthly rental period, Occupant shall not be entitled to a refund of a pro rata portion of the rent for the month in which the termination occurred. The monthly rent and/or other fees as noted above may be adjusted by Operator effective the month following written notice by Operator to Occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the next monthly anniversary date for which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

**3. USE OF PREMISES AND PROPERTY AND COMPLIANCE WITH LAW.** Occupant shall store only personal property that belongs to Occupant. **Occupant shall not permit any Hazardous Materials ( as defined below) to be stored in the Premises or the Property** or store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material in the Premises or the Property. Occupant shall not store any personal property on the Premises which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and Occupant shall comply with all laws, rules regulations and ordinances of any and all governmental authorities concerning the Premises and its use. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other occupants in the Property nor perform any welding in the Property. Occupant acknowledges and agrees that the Premises and the Property are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as (but not limited to) books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Occupant and records or receipts relating to the stored goods. Occupant agrees that the value of such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Premises may be used for storage only, and that use of the Premises for the conduct of business, or for human or animal habitation is specifically prohibited. Upon termination of the Rental Agreement, Occupant shall remove all of Occupant's personal property from the Premises unless such property is subject to Operator's lien rights as referenced in Paragraph 6 and

shall immediately deliver possession of the Premises to Operator in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. By placing his/her **INITIALS HERE** \_\_\_\_\_ Occupant acknowledges that he has read and understands the provisions of this Paragraph and agrees to comply with its requirements.

**4. INSURANCE. ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AND OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT THE OPERATOR WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY.** To the extent Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in or on the Premises, Occupant agrees Occupant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism or vermin. **Operator and Operator's agents, affiliates, authorized representatives and employees ("Operator's Agents") will not be responsible for, and Occupant hereby releases Operator and Operator's Agents from any responsibility for, any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured (including without limitation any Loss arising from the active or passive acts, omission or negligence or Operator or Operator's Agent (the "Released Claims")).** Occupant waives any rights or recovery against Operator or Operator's Agent for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Operator or Operator's Agent. The provisions of this paragraph will not limit the rights of Operator and Operator's Agents under Paragraph 5. Further, application of all payment received will applied as noted above. By placing his /her **INITIALS HERE** \_\_\_\_\_ Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

**5. LIMITATION OF OPERATOR'S LIABILITY; INDEMNITY.** Operator and Operator's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim expense, damage to property or injury to persons ("Loss) from any cause, including without limitation, Operator and Operator's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Operator's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Operator and Operator's Agents harmless from any loss incurred by Operator and Operator's Agents in any way arising out of Occupant's use of the Premises or the Property. Notwithstanding that Operator may be liable to Occupant if Occupant's Loss is directly caused by Operator's fraud, willful injury or willful violation of law, **Occupant agrees that Operator and Operator's Agents' total responsibility for any Loss from any cause whatsoever will not exceed \$1,000.00.** By placing his/her **INITIALS HERE** \_\_\_\_\_ Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

**6. DEFAULT; OPERATOR'S REMEDIES AND LIEN.** PURSUANT TO 451-C;2 If Occupant shall fail to timely pay any rent or other charges required herein when due, or shall fail or refuse to timely perform any of the covenants, conditions or terms of this Rental Agreement, Occupant shall be conclusively deemed in default under this Rental Agreement. **OCCUPANT'S PERSONAL PROPERTY IN OR ON THE PREMISES WILL SUBJECT TO A CONTRACTUAL LIEN IN FAVOR OF OPERATORS FROM THE DATE ANY CHARGES DUE UNDER THIS RENTAL AGREEMENT ARE DUE AND UNPAID, FOR RENT, LABOR OR OTHER CHARGES, REASONABLE ATTORNEY FEES, AND FOR EXPENSES REASONABLY**

**INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY.** If rent or other charges due under this Rental Agreement remain unpaid for seven (7) consecutive days, Operator may terminate Occupant's rights to use the Premises and foreclose on Operator's lien by sending notice to Occupant, as provided herein, that Occupant's rights to use of the Premises shall terminate, and that Operator may deny Occupant access to the Premises if payments in full is not made within seven (7) days after the date of written notice. Said notice shall, in addition, inform Occupant the Occupant's property may be sold to satisfy Operator's lien pursuant to New Hampshire RSV 451-C:3-6, if payment in full is not made within 45 days after the initial due date of said rent or other charges. The property may be sold at any time after the expiration of such 45 day period provided notice of sale is given to all parties and lien holders pursuant to the provisions of New Hampshire RSA 451C:3-6. Disposal of the proceeds of such sale shall be made pursuant to New Hampshire RSA 451C:5. This remedy is cumulative with and in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity. Acceptance by Operator of payments of less than all amounts in default shall not constitute a cure of such default nor a waiver by Operator of any of its rights or remedies in connection with such default. No act or conduct of Operator and Operator's Agents shall be deemed to constitute an acceptance by Operator of the surrender of the premises by Occupant prior to termination of the Rental Agreement unless Operator executes a written acknowledgment thereof.

**7. ABANDONMENT OF OCCUPANT'S PROPERTY.** Any personal property of Occupant which shall remain in or in the Premises or at the Property after the expiration or termination of Rental Agreement (other than the termination of this Rental Agreement while a default by Occupant exists) shall be considered abandoned at the option of Operator, and if abandoned, Operator may sell, destroy or otherwise dispose of Occupant's property in order to satisfy Operator's lien. Abandonment after termination upon Occupant's default in this Rental Agreement shall be governed by Section 6., above.

**8. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES.** Occupant shall grant Operator, Operator's Agents or the representative of any governmental authority, including police and fire official, access to the Premises upon three (3) days' prior written notice to Occupant. In the event Occupant shall not grant access to the Premises as required, or in the event of an emergency or upon default of any of Occupant's obligation under the Rental Agreement, Operator, Operator's Agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Occupant's locks and 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 and taking such other action as may be necessary or appropriate to preserve the Premises, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Operator's rights. In the event of any damage or injury to the Premises or the Property arising from the negligent or deliberate act or omission of the Occupant, or for which Occupant is otherwise responsible, or if Occupant fails to remove all personal property from the Premises upon termination of this Rental Agreement, all expenses reasonably incurred by the Operator to repair or restore the Premises or the Property including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional rent and shall be due upon demand by the Operator.

**9. TERMINATION AND DEFAULT.** Operator may terminate this Rental Agreement at the expiration of any term by giving written notice to Occupant by certified or registered mail not less than seven (7) days before expiration of term, or two (2) days if Occupant is in default under the Rental Agreement. Occupant may terminate this Rental Agreement at any time by giving one week written notice to Operator. If occupant defaults under any of his obligation under this Rental

Agreement, Operator may pursue any remedied available to Operator under applicable law or this Rental Agreement. Operator's decision to pursue one remedy shall not prevent Operator from pursuing other available remedies.

**10. CHANGE OF ADDRESS AND NOTICES.** In the event Occupant shall change Occupant's address or alternate name and address as set forth in this Rental Agreement, Occupant shall give Operator written notice signed by Occupant of any such change within ten (10) days of the change, specifying Occupant's current address and alternate name, address and telephone numbers. Changes of addresses and telephone numbers cannot be affected through listing of such information or return envelopes or checks. Except as otherwise expressly provided in this Rental Agreement or by law, any written notice or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party at the address provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date of deposit with postage thereon in the United States mail or upon delivery, if personally delivered.

**11. RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Property are made a part of this Rental Agreement and Occupant shall comply at all times with such rules and regulations, Operator shall have the right from time to time to promulgate amendments to the rules and regulations. Upon the posting of any such amendments or additions in a conspicuous place at the Property, they shall become a part of this Rental Agreement.

**12. MISCELLANEOUS.**

(a) Occupant shall provide, at Occupant's own expense, a lock for the Premises which Occupant deems sufficient to secure the Premises. Occupant shall not provide a key and/or combination to Occupant's lock to Operator or Operator's Agents.

(b) Occupant shall not make or allow any alteration without the prior written consent of Operator.

(c) Occupant hereby authorizes Operator to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts, or to others for marketing and similar purposes.

(d) Occupant shall not assign or sublet the Premises. Operator may assign or transfer this Rental Agreement without the consent of Occupant and, after such assignment or transfer, Operator shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer. All of the provisions of this Rental Agreement shall apply to, and be obligatory upon the heirs executors, administrators, representatives, successors and assigns of all the parties hereto.

(e) Time is of the essence.

(f) This Rental Agreement shall be governed and construed in accordance with laws of the State of New Hampshire. If any provisions of this Rental Agreement 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 provision of the Rental Agreement.

(g) Occupant specifically agrees to pay Operator's attorney fees, sheriff fees, auction fees, lien sale fees, publication fees, court costs and advertisement fees, incurred in the enforcement of Operator's rights under this Agreement.

**13. NO WARRANTIES, ENTIRE AGREEMENT.**

Operator hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Property and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Premises and the Property and hereby acknowledges and agrees that Operator does not represent or guarantee the safety or security of the Premises or the Property or of any personal property stored therein, and this Rental Agreement does not create any contractual obligation for Operator to increase or maintain such safety or security. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. With the exception of posted rules and regulation as noted in paragraph 12, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Operator or Operator's Agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by writing signed by the parties.

**END OF RENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written.

\_\_\_\_\_  
**SELF-STORAGE, LLC**  
**signature:)**

**OCCUPANT: (Authorized**

Received by: \_\_\_\_\_  
NAME: \_\_\_\_\_  
<<FacManager>>

**PRINT:**

\_\_\_\_\_

Date

\_\_\_\_\_

**STORAGE WAREHOUSE ADDENDUM TO STORAGE CONTRACT**

**PROPERTY IS STORED AT TENANTS/OCCUPANT'S SOLE RISK**

I understand that this self-storage facility:

- **is** a landlord/operator renting space, and is not a warehouseman, and does not take custody of my property;
- **is not** responsible for loss to my property;
- **does not** provide insurance on my property for me; and, that if I wish to insure my property, it is my responsibility to provide for my own insurance coverage to be "self insured" (personally responsible for my own loss).

## **INSURANCE IS OCCUPANT/TENANT'S RESPONSIBILITY**

I acknowledge that I have read the foregoing.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant/Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant/Occupant

## **NOTICE OF INTENT TO VACATE**

\_\_\_\_\_ **SELF STORAGE, LLC**

TODAY'S DATE \_\_\_\_\_ UNIT # \_\_\_\_\_ CONTRACT # \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

DATE OF INTENT TO VACATE: \_\_\_\_\_ ACTUAL DATE TO VACATE \_\_\_\_\_

The undersigned Tenant/Occupant states that any personal property left at the premises after the "actual date to vacate" indicated above, shall be considered abandoned by the undersigned, and thereafter, Tenant/Occupant shall have no further rights in said personal property and Operator/Landlord may immediately remove and dispose of the same with no obligation to Tenant/Occupant and no recourse by Tenant/Occupant against Landlord for such removal and disposal.

TENANT/OCCUPANT'S  
SIGNATURE \_\_\_\_\_

TENANT/OCCUPANT'S  
SIGNATURE \_\_\_\_\_

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MANAGEMENT USE ONLY:

SEC DEP \$ \_\_\_\_\_ LATE FEES DUE \$ \_\_\_\_\_ CLEANING FEE \$ \_\_\_\_\_ REFUNDS \$ \_\_\_\_\_

CONDITION OF UNIT: \_\_\_\_\_

\_\_\_\_\_  
MANAGER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ **SELF STORAGE, LLC**

**NOTICE TO ALL NEW OCCUPANTS/TENANTS:**

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\*\*\*\*\*

Please take a moment to read the following information concerning the rental of space from this property. Your cooperation in complying with this notice is to save yourself and \_\_\_\_\_ Self-Storage, LLC time and costs in enforcing these laws:

This storage facility is covered by law protecting private property owners, Therefore, current state legislation **prohibits the dumping or disposing of any material without consent of the property owners.** Additionally, newly enacted State Department of Environmental Protections laws make it illegal to leave behind any items that may be construed Hazardous waste.

Some of the common types of items are tires, plastic, rubber, paint, wood, metal, or any items that are made from these products. The owners of this storage facility again remind you that anything you bring to store at this property must be removed from the property when you vacate. Failure on your part to so remove will force this property's ownership to seek civil remedies and criminal charges, if applicable, against violators.

It is our intention to provide you with a clean environment for storage of your goods at the lowest possible cost.

Your cooperation in this area will help to attain that goal.

Thank you in advance for directing your attention to this matter.

Sincerely,

Manager

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