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STORAGE SPACE RENTAL AGREEMENT
LOCATED AT THE CORNER OF RT. 8 & RT. 137, SMITHFIELD, MAINE

Unit Number _____ Size _____ Lease Start Date _____

Rent \$ _____ Security Deposit \$ _____ Expiration Date _____

Name _____ Home Phone _____

Address _____

City _____ State _____ Zip Code _____

Email Address: _____

***IT IS YOUR RESPONSIBILITY TO NOTIFY THE OFFICE OF A CHANGE OF ADDRESS OR PHONE NUMBER WITHIN 14 DAYS.**

Employer Name _____ Work Phone _____

Employers Address _____

Person Who Can be Contacted if Occupant is Unavailable:

Name _____ Relationship _____

Address _____ Phone _____

LIENHOLDER INFORMATION: Occupant represents that he owns or has legal possession of the personal property in his space(s) and that all the personal property in his space is free and clear of all liens and secured interests EXCEPT for the following items:

Description of Goods to be Stored: _____

This Rental Agreement, (hereinafter referred to as the "Agreement"), is made and entered into as of the date above (the "Rental Agreement Date"), by and between _____, the Operator, (hereinafter referred to as the "Operator") as Operator and the Occupant identified above, (hereinafter referred to as the "Occupant") as Occupant whose last known address is set for the above for the consideration provided for in this Agreement the Occupant agrees to rent from the Operator, and the Operator agrees to let the Occupant use and occupy the storage space listed above. "Space" as used in this Agreement means that part of the self service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and condition, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

1. Rent. The Occupant agrees to pay the Operator, for the use of the Space and improvements thereon, the Monthly Rent listed above. Monthly installments are payable in advance at the Operator's office on or before the **1st of each month** and a like amount each month hereafter, until the termination of this Agreement. The Operator acknowledges receipt of the sum set forth above showing payment through the Rent Paid To Date shown above. If any monthly installment is not timely paid or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. If the Occupant defaults, the Operator shall have the option to immediately terminate this Agreement in which case the Occupant's right to occupy the Space will immediately cease, and all rent will become immediately due and payable. In addition, the Operator may, without notice, deny the Occupant access to the Space and property stored in the self storage facility. The Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.

2. Denial of Access. Upon the failure of an Occupant to pay the rent for the storage space or unit when it becomes due, the Operator may, without notice, deny the Occupant access to the personal property located in the self service storage facility or self contained storage unit and the Operator without notice, not less than seven (7) days after the date the rent is due, may place overlock, enter and/or remove the personal property from the leased space to other suitable storage space pending its sale or other disposition. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Manager or Operator to deny access to Occupant to all rented Spaces.

PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED IN THIS ACT. ALL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. A SALE SHALL BE HELD AT THE SELF SERVICE STORAGE FACILITY WHERE THE PERSONAL PROPERTY IS STORED OR AT THE NEAREST SUITABLE LOCATION. THE LIEN ATTACHES AS OF THE DATE THE OCCUPANT LEASES THE SPACE.

PAGE 2 OF 5 INITIALS: _____

3. Deposit and Fees. Occupant shall deposit with Operator the **sum of \$35.00 as a security deposit** to be held and disbursed for any damages to the premises (if any) as provided by law. Occupant may not use said deposit for rent owed during the term of the rental agreement. Any unpaid rent payments due and/or repair cost for damages caused by Occupant left unpaid shall accrue interest of 1.5% per month, compounded monthly, until such time as entire balance due (including late rent, damages and interest) are paid in full. **If all rent is not paid within (10) days of rent being due, then a late fee of \$20.00 for each late rental payment.** All said late charges shall be immediately due and payable without demand from the Operator. If any check is dishonored for any reason, all rent or late fees shall be immediately due and payable in addition to a return check charge identified above as an NSF fee in the amount of **\$35.00**. Occupant will also be denied access to its Space until full payment is received. **WHEN PAYMENT IS NOT RECEIVED ON DUE DATE:** An overlock will be placed on the unit if payment is more than seven (7) days late. Once payment is received the lock will be removed within 48 "business" hours. Business hours are considered Monday through Friday 8 am to 5 pm. If the Occupant's property is processed for public or private sale.

4. Use of Space; Compliance with Law. The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of Property. The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets or other animals of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. The Occupant will indemnify and hold the Operator harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property. Occupant shall not use or allow the Space or Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator.

5. Condition and Alteration of Space. Occupant assumes responsibility for having examined the Space and hereby accepts it as being in good order and condition. In the event of any damage or injury to the Space or Premises arising from the act or omissions of Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by Operator to repair or restore the Space or Premises, including any expense incurred. Therefor Occupant agrees to leave property as initially found upon original inspection.

6. Termination. This Agreement shall continue from month to month unless the Occupant or Operator delivers to the other party a written notice of its intention to terminate the Agreement at least ten (10) days prior to the end of the then current rental period. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space All items, including boxes and trash **should not** be left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant.

7. No Bailment. The Operator exercises neither care, custody, nor control over the Occupant's stored property. All property stored within the Space or on the Property by the Occupant or located at the facility by anyone shall be stored at the Occupant's sole risk and the Occupant must take whatever steps he deems necessary to safeguard such property. The Occupant must keep the Space locked. The Occupant assumes full responsibility for all persons who have keys and access to the Space. The Operator and the Operator's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property, or for any personal injury or death occurring to the Occupant, the Occupant's invitees, family, employees or agents resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, flood, hurricanes, rain, tornadoes, explosions,

rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the Operator, the Operator's agents or employees.

8. Insurance. THE OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.

9. Operator's Right to Enter. Upon the reasonable request of the Operator, the Occupant shall provide access to the Operator to enter the leased space for the purpose of inspection, repair, alteration, improvement or to supply necessary or agreed services. In case of emergency, the Operator may enter the leased space for any of the above stated purposes without notice to or consent from the Occupant.

10. Operator's Lien Rights.

A) PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT FOR STORAGE CHARGES AND FOR MONEY NECESSARILY EXPENDED IN AND ABOUT THE CARE, PRESERVATION AND KEEPING OF THE PROPERTY STORED.

B) PURSUANT TO TITLE 10 M.R.S.A. §1375, IF OCCUPANT IS IN DEFAULT FOR A PERIOD OF MORE THAN 45 DAYS, THE OPERATOR MAY ENFORCE A LIEN BY SELLING THE PROPERTY STORED IN THE LEASED SPACE AT A PUBLIC OR PRIVATE SALE FOR CASH. PROCEEDS MUST THEN BE APPLIED TO SATISFY THE LIEN.

C) IF THE PERSONAL PROPERTY IN THE LEASED SPACE IS A MOTOR VEHICLE, THE OPERATOR MAY HAVE THE MOTOR VEHICLE TOWED WITH NO LIABILITY TO ANY PARTY.

11. Snow Removal: The Operator will keep access to units free of snow with the exception of snow and ice directly in front of doors which is Occupants responsibility.

12. Blocking Common Areas: Occupants shall not block any common access areas. Vehicles will be towed at Occupant's expense. All other items will be removed at Occupant's expense as well.

13. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

14. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Operator five (5) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy hereunder.

15. Storage of Vehicles. If the Occupant stores any automobile, truck, boat, ATV, or any other item that has a motor in it, the Occupant shall place a drip pan under any possible sources of leaks. Occupant shall also disconnect the negative terminal of the battery or remove the battery from the personal property item. All automobiles will be parked in gear or in "park". Chock blocks must secure the wheels of any automobile or trailer. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit.

Notice to Occupant. Do not sign this agreement before you read it and fully understand the covenants contained herein. By signing this agreement, the Occupant hereby acknowledges that he has read, understands and accepts all the terms and conditions expressed in this agreement.

OPERATOR:

OCCUPANT:

By: _____
Facility Manager as agent for Owner

(print name)

Signature