

NEW HAMPSHIRE SELF STORAGE RENTAL AGREEMENT

Winter St. Storage
603-543-3447

Occupant: _____ Unit #: _____

Address: _____
(Street)

_____ City

_____ State _____ Zip _____

() _____ () _____
Phone (Home) (Business) Name of Employer

(E-Mail)

Social Security #: xxx-xx-_____ Driver's License #: _____ State: _____

Are you or your dependent/spouse a member of any branch of the active or reserve military service including National Guard?:
Yes ___; No ___

If yes, list Commanding Officer's information:

Name Email Phone

Military ID: _____ xxx- xx- _____

ALTERNATE CONTACT: (A person who does not live with you to whom Owner can send notices of default and contact if Owner cannot reach Occupant. This designation does not provide access to the Unit.)

(Name) (Address)

(Email)

Occupancy Starts: _____ Rent due: 1st of Month
Invoices Not Sent Sent with Fee of \$ _____ Late Fee: \$ 15.00 (after 5 days)
Prorated First month Rent \$ _____ Late Letter Fee: \$ _____
First full month of Rent \$ _____ Lien Fee: \$ 100.00
Next Rent due on the 1st of _____ Lock Cut Fee \$ 25.00
Pay Rent Through _____ Advertising: \$ _____
Fees/Charges: \$ _____ Invoice Fee: \$ _____

NOTICE OF LIEN: RSA 451-C PROCESS THE NEW HAMPSHIRE SELF-SERVICE STORAGE FACILITY LIEN ACT GIVES THE OWNER OF A SELF-SERVICE STORAGE FACILITY A LIEN ON OCCUPANT'S PERSONAL PROPERTY WHILE STORED AT THE FACILITY FOR UNPAID RENT, CHARGES, FEES OR EXPENSES DUE FOR STORAGE, CARE, OR SALE OF THE PERSONAL PROPERTY.

Rent: \$ _____ per month; Sale: \$ _____
Administration Fee: \$ 15.00 Other: \$ _____
Other: \$ _____
Declined Payment Fee: \$ 25.00

Vehicle (motor vehicle, motorcycles, watercraft, trailer, semi trailer, recreational vehicle, all terrain road vehicle, any other type of titled item) stored in the Unit in Yes ___ No ___. If "yes," complete Addendum "A."

_____, hereinafter "Owner," rents to "Occupant," and Occupant accepts, the Unit indicated above pursuant to the following terms and conditions:

1. **TERM:** The term of the tenancy shall commence on _____ and shall continue month to month thereafter, Owner shall *pro rate* the Rent for _____ days of the month to reflect the portion of the month for which Rent is charged. The term automatically renews thereafter in increments of a one (1) full calendar month at a time only, until terminated by either party, with at least ___ days advance written notice.
2. **RENT:** Rent shall be the amount stated on Page 1. Rent is due each month on the _____ day of the month in advance and without demand or invoice. Owner reserves the right to require that Rent and other charges be paid in cash, good check, certified check or credit card (if applicable). Owner may change Rent, any Additional Rent, or other charges by giving Occupant 30 days written notice, in advance, at the mailing or email address stated in this Rental Agreement. The new Rent shall become effective on the next date Rent is due. If Occupant has made advanced Rent payments, new Rent will be charged upon the exhaustion of the prepaid Rent.
3. **CHANGE OF ADDRESS:** Occupant(s) must provide address changes to Owner in writing. Such writing shall only be acceptable when given: by Certified Mail to Owner, in person to Owner at the office of Owner, by a website password protected account, other _____. Such change will become effective only when received in the _____ prescribed and acknowledged by Owner. (Check all that apply) (If none are checked then notice must be given in person only).
4. **ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.
- 5.
6. **LATE CHARGES AND OTHER FEES:** Occupant agrees to pay Owner the late fee indicated on Page 1 if Rent is received the number of days after the due date as indicated on Page 1 of the Rental Agreement. Occupant shall pay Owner the indicated fee for each letter sent to Occupant, notifying Occupant of any default. Occupant agrees to pay Owner the indicated fee on Page 1 as a Declined Payment charge, plus all bank charges for any dishonored check, declined or disputed credit card charges, or other fee assessed against Owner as a result of a declined payment. Occupant agrees to pay all other default fees and charges listed on Page 1 of the Rental Agreement if Owner is forced to provide such service as a result of a Default by Occupant. These fees are considered Additional Rent and are to compensate Owner for labor and other costs of collection. In the event of Default, Occupant agrees to pay all collections and lien costs incurred by Owner.
7. **TERMINATION: Written notice as described in Provision 24 of the Rental Agreement must be given,** in advance, by Owner or Occupant to the other party in advance to terminate this tenancy. Owner does not prorate Rent except on move in, if applicable; therefore, only unused full months prepaid Rent shall be returned to Occupant. Occupant must leave the Unit broom clean and in good condition, and must remove Occupant's lock. A Unit left with lock in place will continue to incur Rent. Occupant is financially responsible for all damages to the Unit and the Facility.
8. **OCCUPANT ACCESS:** Occupant's access to the Unit and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, limiting use of gate (if applicable), or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of all or portions of the Facility for repairs, maintenance emergencies, health and safety issues, weather, evacuations, power outages, or police/fire activity, and system failures. Owner may change the times and methods of access to the Facility with thirty (30) days written notice to Occupant. In the event of an emergency at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents. Owner shall also deny access in the Event of Default see Provision 16.
9. **USE OF UNIT:** The Unit shall be used only for storage of Personal Property owned by Occupant, or which Occupant has permission to store, and for no other purpose. It is expressly agreed that Owner is under no duty to maintain any records of the Personal Property so stored in the Unit. **Occupant hereby acknowledges and agrees that Owner is not a public warehouseman as defined in RSA Title 31 Chapter 348 and no bailment of stored property is intended or implied.** Occupant shall keep the Unit in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Unit or Facility for the use or storage of any food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items, items which deteriorate, fireworks, contraband or illegal substances; items which are volatile, or which are hazardous when exposed to moisture, or which burn with extreme rapidity, or which when burning or subjected to heat produce toxic fumes or gases in quantities and under conditions dangerous to the safety or health of any person, or for any unlawful purpose of any kind. Occupant shall not store any Personal Property that includes combustible dust, explosive gases, flammable and combustible solids, flammable liquids, poisonous, corrosive or fumes or hazardous substances described below. Occupant shall not engage in any activity in the Unit which produces such prohibited materials. Occupant shall not use the Unit for any unlawful purpose, for the operation of any commercial, industrial, manufacturing or distribution business nor conduct any sale or flea market from the Unit or at the Facility. These prohibited items include, but are not limited to, the following:

A. ANY ITEM PROHIBITED BY LAW OR ORDINANCE. Occupant shall not store in the Space any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary, Police or Fire Departments or other appropriate governmental body 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 Space. Further, Occupant shall not use or allow the Unit or Facility to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas

- and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation, nor use the Unit for the conduct of any business or for any human or animal habitation.

B. FOOD, PERISHABLE GOODS. Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space.

C. GAS POWERED ITEMS: Occupant shall not use the Unit for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Space and in such case shall store the item with ___ tank of gas and a drip pan or absorbent pad designed to absorb petroleum products under the stored item to retain any leaking fluids and no propane may be stored in the Premises including canisters. **A Vehicle Storage Addendum must be completed and executed by Owner for any titled vehicle stored in the Space.** Occupant shall also not live or sleep in the Space or Facility, nor shall animals be permitted to be stored in the Premises.

D. OCCUPANCY: Occupant shall not live in the Unit, or at the Facility. Occupant shall not keep or store any animal in the Unit or Facility. Any animals Occupant brings to the Facility when Occupant visits, shall remain in Occupant's vehicle at all times.

E. PROPER USE: Occupant shall use the Unit for storage of Personal Property only and shall not use the Unit for any manufacturing, industrial, welding, or distribution operation. Occupant shall not use the Unit for any exhibit, display, rehearsal, or for any purpose which would bring an audience to Facility.

F. SENTIMENTAL OR EMOTIONAL PERSONAL PROPERTY: Occupant shall not store any Personal Property which is an antique, collectible, or is irreplaceable, and shall not store anything with sentimental or emotional value (and Occupant waives all claims for sentimental or emotional attachment) and shall not store anything which would be damaged by fluctuation in temperature in the Unit.

10. LIMIT ON THE VALUE OF PERSONAL PROPERTY STORED: Occupant agrees not to store Personal Property in the Unit with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the prior written permission of Owner. If such written permission is not obtained, the value of Personal Property shall be deemed never to exceed Two Thousand Five Hundred Dollars \$2,500.00. The Unit is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant. By this Agreement, Owner is not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, Occupant agrees that Owner's liability shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever. In no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision.

11. INSURANCE: Owner does not maintain any insurance on the Personal Property stored by Occupant. At Occupant's expense, shall maintain insurance against loss or damage to Occupant's Personal Property in an amount at least equal to the actual cash value of Personal Property for fire, extended endorsement extended coverage endorsement, burglary, vandalism and malicious mischief. Insurance on Occupant's Storage Personal Property is a material condition of this Rental Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance shall result in the Occupant assuming all risk of loss (being self-insured) to Personal Property that would be covered by such insurance.

12. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All Personal Property stored within or upon the Unit by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any Personal Property in the Unit or at the Self-Storage Facility arising from any cause whatsoever.

13. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the Unit or the Self-Storage Facility.

14. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's, and Occupant's guests or invitee's use of the Unit and the Self-Storage Facility, including claims for Owner's active negligence.

15. LOCKED SPACE; STORAGE OCCUPANT'S RISK; ABANDONMENT: Occupant is required to keep the Unit locked using one lock per door. Occupant shall, in its sole discretion, select a lock Occupant deems suitable for use for self-service storage. Owner shall not retain a key to Occupant's lock. Occupant shall place only one lock on one hasp, the other hasp is reserved for Owner's use. If Owner finds an occupied Unit without a lock or incorrectly locked, if a lock is removed for an inventory or sale, Owner will notify Occupant, and Owner may, but is not required to, lock the Unit with Owner's lock at Occupant's expense.

16. DEFAULT, OWNER'S REMEDIES AND LIENS. Time is of the essence in the performance of this Agreement and in the payment of each and every installment of any Rent or any other charges to be paid in accordance with this Agreement. **If any such Rent or other charges shall be due and unpaid or if Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this Rental Agreement, AND IF SUCH DEFAULT CONTINUES FOR MORE THAN FIVE (5) DAYS, OWNER, AT ITS OPTION, MAY** (a) terminate Occupant's right to use the Unit; (b) double-lock the Unit or otherwise deny Occupant access to the Unit and/or Facility; (c) enter the Owner's Unit for the purpose of taking inventory of the Personal Property stored therein; (d) enforce Owner's lien by selling the Personal Property at a public sale in accordance with the provisions of RSA-451-C-3 (not to be 30 days

late), and apply the net proceeds from such sale to the payment of all sums due to Owner from Occupant hereunder at such public sale and exercising other right or remedy provided by law or equity.

A notice of the sale shall also be served upon the Occupant in person or by verified mail at Occupant's last known address, no less than 14 days before the sale, stating the time and place of sale, the Personal Property to be sold, and the amount of the rent, charges, fees, or expenses owed.

In the event of a sale as provided in this Rental Agreement, it is further understood that the date of such sale shall constitute the date of the termination of this Rental Agreement. In the event this Rental Agreement is terminated for breach of any obligation of Occupant, Occupant shall remain liable for the payment to Owner of all accrued and unpaid occupancy charges and all other charges due to Owner hereunder at the time of termination of this Agreement.

Rent and other charges shall continue to accrue after overlock, until the Unit is sold. An overlock or lock removal shall not be deemed an election of remedies by Owner and shall not constitute Owner taking possession of, or a bailment over, the Personal Property, or to terminate the obligation to pay Rent or other charges under this Rental Agreement.

17. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the Facility and to add or modify rules and regulations for the safety, care and cleanliness of the Unit or the preservation of good order on the Facility. The Rules and Regulations are incorporated into this Rental Agreement as if re-written. Occupant agrees to follow all Rules and Regulations now in effect or that may be put into effect from time to time. Any change to the Rules and Regulations may be made by: posting a copy of the revised Rules and Regulations on Facility's website or: in Facility's office, at the gate or entrance to the Facility, or other _____. Any changes to the Rules and Regulations shall be in full force and effect 30 days after notice from Owner. (If no option is checked, then Rules and Regulations shall be posted at the entrance).

18. NO SUBLETTING: Occupant shall not assign or sublease the Unit without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

19. OWNER'S RIGHT TO ENTER: Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Unit, without notice to Occupant, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or any other Personal Property stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Unit with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Occupant's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work or Emergency has concluded, with a lock of similar quality at Occupant's expense.

20. PROPERTY LEFT IN THE UNIT: Occupant agrees that Owner may dispose of any Personal Property left in the Unit or on the Facility by Occupant after Occupant has terminated his/her tenancy. Occupant is responsible for paying all costs incurred by Owner in disposing of such Personal Property.

21. SECURITY TYPE SYSTEMS: Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant. These Security Type systems may include; gate codes; cameras; lighting; alarms; other _____ (if none are checked then no Systems are presumed to exist). Occupant acknowledges that these measures are for the protection of the Owner's Facility as a whole and not the individual Space or for protection of the Occupant.

22. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Occupant's use of the Unit or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

23. WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION LITIGATION: Occupant agrees that any action brought by Occupant against the Facility and its Owner shall be brought only on any individual basis. Occupant waives all rights to participate as a Plaintiff or member of a class action lawsuit against Owner.

24. NOTICES: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be: mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Terms and Conditions section of this Rental Agreement and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing or upon emailing. Default notices may be emailed, along with sending via First Class Verified Mail to Occupant. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement or delivered to Owner's office (if applicable) to **Owner via Certified Mail; in person; X by First Class Mail; other _____ in writing to the Facility office or in person on a form prescribed by Owner, of intent to vacate at the end of the term. (If no option is selected, notices shall be mailed).**

25. NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agent's or employees as to the suitability of the Unit for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

26. PEST CONTROL: Occupant is advised that Owner may use chemicals at the Facility including around the Unit, for pest control. For this reason, no pets are allowed. The only extermination provided by Owner, if at all, is in common areas of the Facility.

27. NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Unit for the storage of Occupant's Personal Property, and that Occupant has made his own determination of such matters solely from inspection of the Unit and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

28. AGREEMENT TO MEDIATE: Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, dispose of Personal Property, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 15 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

29. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

30. ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this agreement will be valid and enforceable.

31. NOTICE TO OCCUPANT: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.

32. NHSSA MEMBERSHIP: The Self Storage Facility using this Rental Agreement is a member of the New 349232Hampshire Self Storage Association permission to use this Rental Agreement is granted only to those who are in good standing with the NHSSA and if the Owner is not a member in good standing of the NHSSA at the time this Rental Agreement is Voidable and unenforceable at Tenant's option and Owner will be in violation of the NHSSA's copyright. Person's violating NHSSA's copyright and reproducing this form without authority will be prosecuted. This Rental Agreement is valid only in New Hampshire.

KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

IN TESTIMONY WHEREOF, Owner has caused this instrument to be executed in duplicate under seal and Occupant has hereunto affixed his/her signature on the date and year first above written. Occupant acknowledges receipt of a fully executed copy of the Rental Agreement which is four (4) pages long.

“Operator”:

“Occupant”

BY: _____
Its Authorized Agent

Signature: _____

Date Signed: _____

Printed Name: _____

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