

CONDITIONS OF RENTAL AGREEMENT

PROPERTY OF THE LESSEE IS NOT INSURED BY THE LESSOR AGAINST LOSS OR DAMAGE.

1) THE LESSEE ASSUMES RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THE PROPERTY STORED BY THE LESSEE IN SAID SPACE AND MAY OR MAY NOT ELECT TO PROVIDE INSURANCE COVERAGE, AT LESSEE'S OWN EXPENSE, FOR THE SAME. ALL PERSONAL PROPERTY STORED WITHIN OR ON THE LEASED SPACE SHALL BE AT LESSEE'S SOLE RISK. LESSOR, LESSOR'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE TO LESSEE; LESSEE HEREBY FULLY AND FOREVER RELEASES AND DISCHARGES LESSOR AND LESSOR'S AGENTS AND EMPLOYEES FOR ANY DAMAGE TO AND/OR LOSS OF ANY PERSONAL PROPERTY WHILE STORED IN THE LEASED SPACE OR FOR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, BURGLARY, FIRE, WATER DAMAGE, MYSTERIOUS DISAPPEARANCE, RODENTS, ACT OF GOD OR THE NEGLIGENT ACTS OR OMISSIONS OF LESSOR, LESSOR'S AGENTS OR EMPLOYEES. LESSEE EXPRESSLY AGREES THAT ANY INSURANCE CARRIER THAT ISSUES INSURANCE ON THE PERSONAL PROPERTY STORED ON OR WITHIN THE LEASED SPACE SHALL NOT HAVE THE RIGHT OF SUBROGATION TO ANY CLAIM THE LESSEE HAS AGAINST THE LESSOR, ITS AGENTS OR EMPLOYEES, TO INCLUDE THE LESSOR'S INSURANCE CARRIER IF ANY.

2) THE LESSOR HAS A LIEN OF ALL PERSONAL PROPERTY STORED BY THE LESSEE FOR RENT, LABOR, INSURANCE OR OTHER CHARGES RELATING TO THE PRESERVATION AND SALE OF THE PROPERTY IN THE EVENT OF DEFAULT. THE LESSEE'S PROPERTY SHALL BE SOLD TO SATISFY THE LIEN IF THE LESSEE DEFAULTS.

3) The Lessee agrees with the Lessor that at the expiration of this lease, peaceable possession of the said leased space shall be given to the Lessor, in as good condition as they were at the beginning of the lease; that the leased space shall be left *broom clean*; and the Lessee agrees not to let, sublet, underlet or assign any part of the leased space.

4) All lease payments are due and payable on the date the lease started. Lessor does not send bills or reminders. Non-payment of rent by the first of the month is default of this lease. If rental payments are not paid when due, they will be subject to a late charge of \$10.00 per month. Lessor reserves the right to require that rent or other charges be paid in cash, by certified check or with a money order. This may specifically apply to payment upon move out by Lessee.

5) Upon default in the payment of rent, the Lessor's lien may be satisfied and enforced by selling the property stored in the leased space at a public or private sale.

- (a) No sooner than (5) days after such default, the Lessee shall be notified of the default by regular mail sent to the last known address of Lessee (change of address of Lessee must be given to Lessor in writing).
- (b) No sooner than fourteen (14) days after default, the Lessee shall be notified by certified mail, return receipt requested, sent to the last known address of Lessee, or by hand delivery of said notifications.
- (c) The notification shall include: (1) a statement that the contents of the Lessee's leased space are subject to the lessor's lien; (2) a general description of the contents, if known, be the Lessor; (3) a statement of the Lessor's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of sale and the date such additional charges shall become due; (4) a demand for payment of the charges due with specified time, not less than fourteen (14) days after receipt of notification; (5) a statement that unless the claim is paid within the time stated, the contents of the Lessee's space will be advertised for sale and sold at auction at a specified time and place; and (6) the name, street address and telephone number of the Lessor, or its designed agent, whom the Lessee may contact to respond to the notice.
- (d) After the expiration of the time given in the notification, an advertisement of the sale will be published for two (2) consecutive weeks online or in a local newspaper, its successor(s) or assign(s). The advertisement will include a description of the property, the name of the person on whose account it is being held, and the time and place of the sale. The sale will take place at least (15) days after the first publication.
- (e) The Lessor may buy at any public sale
- (f) The sale will be held at the location where the personal property is stored or at the nearest suitable place convenient to the lien holder herein described.

6) If the Lessee is in default for a period of five (5) days or more, the Lessor may deny the Lessee access to the leased space in a reasonable and peaceable manner provided, however, the Lessee may have access at any time for the sole purpose of viewing the contents of the leased space in order to verify the contents therein.

7) The Lessee may not store jewels, furs, heirlooms, art work or irreplaceable items having emotional value. Lessee agrees that in no event shall the total value of the stored property exceed \$5,000 unless Lessor has given specific written permission for Lessee to store property exceeding \$5,000 in value.

8) The Lessee shall not place or keep in said space explosives, flammable liquids, corrosives, pollutants, any form of material noxious to other tenants, contraband or other goods prohibited by law, and agrees to abide by any rules promulgated by Lessor governing the use of the leased space. The Lessee shall permit no damage thereto and shall indemnify and hold the Lessor harmless from any claim or cause of action arising out of the Lessee's use of the leased space. The Lessee shall not use the leased space for unlawful purpose.

9) **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Lessee is strictly prohibited from storing or using materials in the storage space or on the facility which are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Lessee's obligation of indemnity as set forth below specifically included any cost, expenses, fines or penalties imposed against Lessor arising out of storage or use of any hazardous or toxic material by Lessee, Lessee's agents, employees, invitees or guests. Lessor may enter the storage space at any time to inspect, remove or dispose of prohibited items.

10) Should any of the Lessor's agents or employees perform any service for Lessee at Lessee's request, such person(s) shall be deemed to be the agent of the lessee regardless of whether payment for such services is made or not. Lessee agrees to hold Lessor harmless from all liability in connection with such services as performed for, and at the request of, Lessee.

11) The RENTAL AGREEMENT incorporates by reference all information included in RENTAL APPLICATION

12) Lessor reserves the right not to extend or renew the RENTAL AGREEMENT for any cause, or for no cause whatsoever.

13) Occupants agree not to conduct any business out of the leased space and further agree that the space is not to be used for any type of repairs or for any sales, renovations, decoration, painting or other contracting in the space.

14) Parking is permitted only in the areas provided and no parking is permitted overnight.

15) The Lessor will have the right, in the event of an emergency or suspected emergency, to enter the leased space using whatever reasonable means necessary. Upon request of Lessor, Lessee shall provide access to enter the leased space for the purpose of inspection, repair, alteration, improvements or to supply necessary services.

16) The covenants herein contained shall extend to, and be binding upon, the parties hereto, their heirs, executors, administrators and assigns.

17) Lessee's access to the leased space may be conditioned in any manner deemed reasonably necessary by Lessor to maintain order at the self storage facility. Such measures may include, but not be limited to requiring verification of Lessee's identity and requiring Lessee to sign in and sign out on entering and leaving the leased space.

18) Except as otherwise expressly provided in the agreement or by law, any written notices or demands required or permitted to be given under the terms of this agreement may be personally served or may be served by first class mail deposited in the United States mail to be delivered to the party to be served at the address of such party provided for this agreement

19) Lessee shall provide, at Lessee's expense, a lock for the leased space, which lessee in his own discretion deems sufficient to secure the leased space. Lessee assumes full responsibility for whoever has possession of the key(s) and/or access to the leased space. Lessee shall be deemed to have abandoned the leased space if same is left unlocked.

20) Lessee agrees to follow all rules and conditions now in effect or that may be put into effect from time to time or in the future. No rules now in effect shall be deemed to be grandfathered in the event said rules are amended.

21) Lessor hereby disclaims any implied or express warranties, guarantees or representations of nature, condition, safety or security of the leased space. Lessee acknowledges that Lessee has inspected the leased space and agrees the Lessor does not represent or guarantee the safety or security of the leased space or of any property stored therein.

22) This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements or understandings with respect thereto.

23) The failure of Lessor to exercise any rights under this agreement shall not constitute a waiver of Lessor's rights to subsequently exercise or enforce any right or provision of this agreement. In particular, the acceptance of partial rent payments shall not constitute a waiver of any past, present or future defaults.

24) Signature of Lessee below certifies that Lessee has read, understands and agrees to abide by all rules, regulations and covenants set forth above and in this agreement.

Lessee Signature_____

Date_____

For Ipswich Mini Storage_____

Date_____