

Fitzwilliam Self-Storage, LLC

P.O. BOX 300
FITZWILLIAM, NH 03447
888-89-U-KEEP • (888) 898-5337

Month-to-Month Tenancy

- LOCATION A
 LOCATION #

Self-Storage Agreement Between Fitzwilliam Self-Storage, LLC (OWNER), and the Customer (OCCUPANT).

1. NAME _____
2. ADDRESS _____
3. CITY _____
4. STATE/ZIP _____
5. RES. PHONE _____
6. CELL PHONE _____
7. EMAIL ADDRESS _____
8. BUS. PHONE _____
9. EMPLOYER _____
10. SOCIAL SECURITY NO. _____
11. ALTERNATE CONTACT _____
12. ALTERNATE CONTACT PHONE _____

1. DATE OF RENTAL _____
2. UNIT # _____
3. SIZE _____
4. MONTHLY RENT \$ _____
5. USE OF SPACE: PERSONAL COMMERCIAL:
VEHICLE PLATE # _____
VIN # _____
6. LIENHOLDER _____
7. GATE _____
8. ARE YOU EMPLOYED IN THE MILITARY? YES NO
9. DRIVER'S LICENSE NO. _____

IMPORTANT

INITIALS

- A) Anything liquid, hazardous, or flammable is strictly prohibited at Fitzwilliam Self-Storage. This includes, but is not limited to: gas, oil, antifreeze paint, pesticides and any items that could leak or spill. _____
- B) All rent and fees are due on or before the first of every month. _____
- C) An administration fee of \$10.00 is charged after 5 days of non-payment of all rent and charges in full. _____
- D) The shortest period of time for which the space may be rented is 1 month. If Occupant is not completely vacated by 5:00 p.m. at the close of business on the Occupant's paid-through date, he/she is responsible for another 1 month period. Rent will be prorated for a tenant who moves in after the first of the month. _____
- E) Owner is not responsible for finding out if Occupant has moved out, or is planning to move out. Failure to notify Owner in writing 10 days prior to the end of the month of Occupant's intent to vacate may also result in Occupant being charged for additional month's rent. _____
- F) The unit is not considered vacated until it is completely empty, and the lock is removed. _____
- G) All changes of phone number, address or employment must be in writing to Owner. _____
- H) It is the Occupant's responsibility to carry his/her own insurance. _____
- I) Pursuant to RSA 451-C, the Owner has a lien upon all personal property brought to the premises to secure the payment in full of all rent, charges, fees or expenses, and the costs if any sale due hereunder. The parties agree that the lien on the Occupant's personal property shall also secure the Occupant's full performance of all terms of the Agreement and shall continue as long as any obligations of the User remain outstanding regardless of who has possession of the personal property and/or whether it has been removed from the premises. _____
- J) Any tenant who reaches a past-due status of 65 days shall be charged a \$50.00 lien sale fee. _____

Credit Card Verification:

- Visa M/C Discover AMEX

Card # _____

Expiration: _____

NO LATE FEE GUARANTEE:

If rent is not paid by the 5th day of each month, occupant agrees to have credit card charged for the amount due to avoid incurring additional administration fees.

Signature: _____

1. 1st month's rent \$ _____
 2. Additional month's rent \$ _____
 3. Administrative Fee \$ _____
 4. Miscellaneous Sales \$ _____
- TOTAL MOVE-IN COST \$ _____**

- Cash Credit Card Money Order Check # _____

1. **RENT.** Rent is due and payable in advance of the first of every month to Owner or Owner's designated agent. In the event that rent is not paid within five days of the due date, or in the event of a dishonored bank check from Occupant to Owner. Occupant agrees to pay \$10.00 as liquidated damages for said late payment and \$20.00 as liquidated damages for said dishonored bank checks. Occupant agrees and understands that he/she may be denied access to the rental space if the rent or other charges have not been received by the rental due date, and access may continue to be denied until all past due and other charges have been paid in full. A lien sale fee of \$50.00 shall be charged on any amount more than 65 days past due.
2. **ADMINISTRATIVE FEE.** There is a one-time administrative fee of \$15.00 per unit rented. This fee is nonrefundable, and is payable with the first month's rent.
3. **INSURANCE.** Occupant is aware of, and fully understands that the Owner is not responsible for the loss or damage of any property stored in the above mentioned storage space. **INSURANCE IS THE TENANTS RESPONSIBILITY.**
4. **USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for storage of personal property and household or commercial goods owned by Occupant. Since Occupant stores goods without Owner's knowledge, supervision, or control, it is specifically agreed that the Owner is not responsible for the kind, quality or value of any goods stored by the Occupant pursuant to this lease. Occupant agrees that in no event shall the aggregate value of all personal property stored pursuant to this lease be deemed to exceed \$5,000. Nothing herein shall constitute an admission by Owner that Occupant's stored property has any value, nor shall anything herein alter the release of Owner's liability set forth in paragraph 16.

Occupant further agrees that the premises will not be used for operation for any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the leased premises. The storage of corrosives, contaminants and pollutants, toxic waste, welding, flammable, explosive or other inherently dangerous material is prohibited. Occupant shall not store in the premises any items that shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department, or other government agency, or in violation of any other legal requirement, or do any act that creates or may create a nuisance in or upon or connected with the premises.
5. **ACCESS.** In Owner's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, and requiring verification of the Occupant's identity.
6. **RULES.** Occupant agrees to abide by all rules and policies that are written and are now in effect or that may be put into effect from time to time. Owner agrees to supply written copies of said rules to Occupant as they now exist and as they may be modified or adopted in the future.
7. **SIZE, CONDITION, AND ALTERATIONS OF PREMISES.** Occupant understands that the sizes and measurements of all rental units are approximate, and that the actual size of individual units may vary slightly. Occupant has examined the premises and hereby accepts them as being in good order, condition and repair. Occupant agrees to immediately notify Owner of any defects, dilapidation or dangerous conditions. Occupant agrees to keep the premises in good order and condition to pay Owner promptly for any repairs of the premises, caused by Occupant's negligence or misuse or the negligence or misuse of Occupant's invitees, licensees, and guests. Occupant shall make no alterations or improvements of the premises without the prior written consent of Owner. Should Occupant damage the premises or make alterations, or do painting or redecorating without prior written consent of Owner, then all costs necessary to restore the premises to the prior condition shall be borne by Occupant.
8. **INSPECTION.** Owner may enter the space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition or nuisance has been created, or is occurring in the space or for repairs to the interior or door.
9. **TERMINATION.** Either Owner or Occupant may terminate the tenancy. Occupant being required to give a 10 day written notice to the Owner and the Owner being required to give a 15 day written notice to the Occupant. As a condition for such termination, Occupant shall completely vacate the space, leaving it in good and clean condition; reasonable wear and tear accepted allowing the Owner to inspect the space in Occupant's presence to verify the final condition and content of the space. There will be a \$20 fee for cleaning the unit if it is not "broom clean". As a further condition of termination. Occupant shall leave a forwarding address where Occupant may be served by certified mail in any action to recover unpaid rent or for damages to the space or to the premises.

10. ASSIGNMENT OR SUBLETTING. Occupant shall not sublet or assign all or any portion of the space of Occupant's interest therein without prior written consent of Owner.

11. STORAGE LIEN. Pursuant to RSA 451-C, the Owner has a lien upon all personal property brought to the premises to secure the payment in full of all rent, charges, fees or expenses, and the costs of any sales due hereunder. The parties agree that the lien on the Occupant's personal property shall also secure the Occupant's full performance of all terms of this Agreement and shall continue as long as any obligations of the User remain outstanding regardless of who has possession of the personal property and/or whether it has been removed from the premises.

12. DEFAULT AND SALE. Time is of the essence in the payment of all obligations and performance of all terms of this Agreement. In addition to late fees and interest, the Owner shall have all the rights and remedies afforded by RSA 451-C, to which the Occupant is referred. Pursuant to RSA 451-C, if any rent, charges, fees or expenses remain unpaid for a period of five (5) days, the Owner may deny the Occupant access to the unit until they are paid in full. If after thirty (30) days any of the rent, charges, fees or expenses shall remain unpaid, the Owner may remove the Owner and Occupant's locks, remove any personal property from the unit and retain such personal property, and then after satisfying the statutory notice provisions, proceed to sell such personal property to satisfy the lien. A notice of sale shall be served upon the Occupant in person or by registered or certified mail at the last know address, no less than fourteen (14) days before the sale, stating the time and place of sale, the property to be sold, and the amount of the rent, charges, fees or expenses owed.

The Occupant agrees that the Owner shall have the fullest discretion allowed by the law in the conduct of sale of the Occupant's property as a result of the Occupant's default. The Owner is expressly authorized to sell goods in any commercially reasonable manner, which shall include an unadvertised, private sale, at the going rate, to any person or entity dealing in used or second-hand property. The proceeds of any sale shall be applied first to the expenses of the sale including reasonable attorney's fees, satisfaction of the underlying debt, and satisfaction of the indebtedness of any other lien holder of record. Any proceeds remaining from the sale shall be paid to the Occupant. If the Owner is unable to return the excess proceeds due to the Occupant's failure to provide the owner with a current address, the excess proceeds will be deemed abandoned and will be turned over to the State of New Hampshire if not claimed within a reasonable period of time. If the proceeds of the sale are not sufficient to satisfy the Occupant's indebtedness to the Owner, the occupant shall be liable to the Owner for the deficiency.

13. NOTICE TO LIEN HOLDERS. Any lien holder discovered pursuant to RSA 451-C shall be given notice of any sale at least twenty (20) days prior to the date of sale, except in the case of a motor vehicle, notice shall be sent at least thirty (30) days prior to the date of sale. Any lien holder having a properly perfected lien or security interest shall be entitled to remove such personal property from the Owner's possession or from the Occupant's self storage unit within twenty (20) days of the date of mailing of the notice of sale. The Owner shall not be liable for so releasing the Occupant's property to any such lien holder.

14. ABANDONED PROPERTY. Pursuant to RSA 451-C, the Owner reserves certain rights with respect to abandoned personal property having a total value under \$500.00, which are as follows:

I. In the event that a storage unit is unlocked, and the rent on the unit is past due, and the entire contents of the unit has a total value under \$500.00, the property shall be deemed abandoned. Such property may then be removed from the self storage unit and shall be retained for thirty (30) days. If after thirty (30) days, the Occupant does not claim such personal property and any of the rent, charges, fees or expenses remain unpaid, and there is no lien holder of record, the Owner may dispose of the property without notice to the Occupant.

II. In the event that a storage unit is locked, and the rent on the unit is past due, and the entire contents of the unit has a total value under \$500.00, the property shall be deemed abandoned. If after 30 days, the Occupant does not claim such personal property and any of the rent, charges, fees or expenses remain unpaid, and there is no lien holder of record, the Owner shall be exempt from the requirements of RSA 451-C:5 and RSA 451-C:6, may remove such property from the self storage unit, and dispose of the property without notice to the Occupant.

15. RELEASE AND INDEMNIFICATION. The Occupant, for him or herself, and for his or her successors or assignees does hereby release the Owner, and his, her, or it's successors or assignees, from and against any loss or damage, including injury or death, to them, their property or to third parties, arising out of their occupancy of the unit or presence on the premises.

The Occupant, for him or herself, and it's successors or assignees, agrees to indemnify, defend, and hold the Owner, and his, her, or it's successors or assignees, free from and against all claims, demands, action, damages, attorney's fees, and costs of any nature, made or claimed by any person or entity arising out of the Occupant's use or occupancy of the unit or presence on the premises.

