



RENTAL AGREEMENT

This agreement is made between Fort Locks Self Storage Mall (the Owner) and the User (the Tenant) named on page one. This agreement consists of the information contained on page one and the following terms and conditions.

1. **STORAGE SPACE** – The owner agrees that the Tenant can rent the Storage Space described on page one on a month-to-month basis from the date this agreement is signed. The agreement will be automatically extended on a month-to-month basis unless the Tenant delivers to the Owner a written notice of intention to end the lease, at least ten (10) days prior to the end of the current term encompassed by this agreement.
2. **RENT** – The monthly rent set out on page one shall be paid in advance on the date of signing this agreement and monthly thereafter. The fee shall be paid to the Owner at 1395 Danby Road, Ithaca, NY 14850. A Setup Fee in the amount set out on page one shall be paid at the time of signing this agreement and is not refundable. **THE TENANT SHALL PAY, IN ADDITION TO THE MONTHLY RENT, A MANDATORY \$10 LATE CHARGE FOR RENT, WHICH IS MORE THAN FIVE (5) DAYS LATE. PLUS A MANDATORY \$15 OVER LOCK CHARGE AFTER AN ADDITIONAL TEN (10) DAYS.**
3. **END OF TERM** – At the end of this agreement, the Tenant will return the Storage Space to the Owner, empty of all items, and in as good condition as when this agreement started, subject to reasonable wear and tear. If the Tenant leaves any property in the Storage Space at the end of this agreement, the Owner may dispose of it in accordance with Section 182 of Lien Law of the State of New York.
4. **USE OF STORAGE SPACE** – The Storage Space may not be used for any unlawful purpose. The Tenant will not use the Storage Space for the storage of perishable items, living animals, flammable chemicals, paint, explosives, other hazardous material, or any material the storage of violates applicable zoning, fire, or other governmental regulations. **PERSONAL LIVING, RETAIL SALES, MANUFACTURING, STORAGE OF UNLAWFUL MATERIALS IS PROHIBITED.** Any form of activity other than storage is not allowed.
5. **NO BAILMENT** – No bailment is created hereunder. The Owner is not engaged in the business of storing goods for hire and is not a warehouseman, but is an owner providing a Storage Space for hire. **ALL PROPERTY STORED IN THE STORAGE SPACE SHALL BE AT THE SOLE RISK, EXCEPT FOR LOSSES OCCASIONED BY THE WILLFUL ACTS OR GROSS NEGLIGENCE OF THE OWNER, AND THEN ONLY UP TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$100.00). THE OWNER SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE TO ANY PROPERTY OF THE TENANT STORED IN THE STORAGE SPACE TO OTHERWISE, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THIRD PARTIES, OF THE TENANTS, OR ACTS OF GOD.** The Tenant acknowledges that the Owner does not take custody, control, possession or dominion over the contents of the Storage Space and does not agree to provide protection for the premises, the Storage Space, or its contents.
6. **INSURANCE** – Any insurance which may be carried by the Owner or the Tenant against any loss or damage to the building or its contents shall be for the sole benefit of the party carrying such insurance and each party hereby waives its rights and the rights of its insurer to subrogation against the other party. **THE OWNER STRONGLY SUGGESTS THAT THE TENANT OBTAINS HIS OWN INSURANCE TO PROTECT HIMSELF AND HIS PROPERTY AGAINST ALL PERILS.**
7. **INDEMNIFICATION** – The Tenant hereby agrees to indemnify the Owner and hold it harmless from any loss, damages, expense, or claim arising out of the Tenant's acts or omissions to act and the Owner shall not be liable to the Tenant or any other person for any loss or damage that may be occasioned by or through the act of omission, the act of other users in the premises, or of any other person.
8. **RULES AND REGULATIONS** – The Tenant agrees to faithfully abide by the Rules and Regulations for the premises from time to time promulgated by the Owner and distributed to the Tenant or posted by the Owner on the premises.
9. **DEFAULTS** – In the event that the Tenant has failed to pay the monthly Rent for five (5) days, the Storage Space or any of the property of the Tenant within the Storage Space may be locked or over locked, and **IF THE TENANTS FAILS TO PAY ALL SUMS DUE WITHIN TEN (10) DAYS FROM THE DATE OF SUCH NOTICE, THE TENANT'S RIGHT TO POSSESSION OF THE STORAGE SPACE WILL TERMINATE, AND THE OWNER MAY ENTER THE STORAGE SPACE AND REMOVE THE CONTENTS OF THE STORAGE SPACE.**
10. **ACCESS BY OWNER** - The Tenant agrees that the Owner and its authorized representative may enter the Storage Space at all reasonable times for the purpose of inspecting the Storage Space and making any necessary repairs to the Storage Space. In the event that the Storage Space is damaged or destroyed by fire or other casualty, the Owner may remove the contents of the Storage Space and store it at the Tenant's expense without liability for any loss or damage whatsoever, and the Tenant shall indemnify and hold the Owner harmless from and against any loss, cost, or expense of the tenant in connection with such removal and storage.
11. **LIEN – PURSUANT TO THE SECTION 182 OF THE LIEN LAW OF NEW YORK STATE, THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED ON THE PREMISES** by reason of this agreement for occupancy fees or all other charges, present or future, in relation to the personal property and expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition and any other charges pursuant to this agreement. The lien provided or in this section is superior to any other lien or security interest. The lien attaches as of the date the personal property is brought to Fort Locks Self Storage Mall.
12. **ASSIGNMENT AND SUB-LEASE** – The Tenant may not assign, sub-let, or give to any other person the right to use the Storage Space.
13. **REPRESENTATIONS** – Tenant has read this agreement. All promises made by Owner or his agent are in this agreement and there are no others.
14. **NO WAIVER, ILLEGALITY** – The Owner's failure to enforce any part of this agreement is not a waiver of any of the Owner's rights. If any term in this agreement is found to be unenforceable for any reason the balance of the provisions & conditions contained herein will remain in full force & effect and shall continue to be mutually binding upon the respective parties. Nothing contained in this agreement shall operate so as to relieve or prevent the Owner from exercising any other rights or remedies afforded by the laws of this State in the even of the Tenant's default. This agreement shall be construed in accordance with the laws of the State of New York.
15. **NOTICES** – Notices shall be in writing and shall be deemed delivered when mailed to the address on page one or hand delivered by the Owner or his agent to the Tenant.

Initial _____