

UNIT # \_\_\_\_\_

GEORGIA SELF STORAGE, LLC  
Self Storage Unit Lease  
198 Morse Drive  
Georgia, Vermont 05454

This Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between GEORGIA SELF STORAGE, LLC, a limited liability company organized and existing under the laws of the State of Vermont, with its principal office located in Georgia, Vermont, referred to as the Landlord and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ [city, state], referred to as the Tenant. The parties' mailing addresses are set out in Article Two below.

ARTICLE ONE  
DISCLOSURES

**THE FOLLOWING DISCLOSURES ARE MADE TO THE TENANT AND THE PARTIES AGREE THAT THE TERMS OF SUCH DISCLOSURES SHALL BE CONSIDERED BINDING UPON ALL PARTIES TO THIS AGREEMENT:**

**A. THE PROPERTY STORED IN THE LEASED SPACE IS NOT INSURED BY THE OWNER (THE LANDLORD) AGAINST LOSS OR DAMAGE AND THE OCCUPANT (THE TENANT) MUST PROVIDE HIS OR HER OWN INSURANCE FOR ANY PROPERTY STORED.**

**B. THE OWNER OF A SELF STORAGE FACILITY HAS A POSSESSORY LIEN UPON ALL PROPERTY LOCATED IN A STORAGE SPACE AT A SELF-STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR EXPENSES RELEVANT TO ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE PURSUANT TO TITLE 9 V.S.A §3905(5). THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO OR PLACED IN A REGULAR STORAGE SPACE AT A SELF-STORAGE FACILITY IN ACCORDANCE WITH THE PROVISIONS OF A VALID RENTAL AGREEMENT.**

**C. THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN. THE OWNER (LANDLORD) SHALL NOT BE LIABLE FOR DAMAGE, LOSS, OR ALTERATION OF ITEMS OF SENTIMENTAL NATURE OR VALUE.**

ARTICLE TWO  
ADDRESS FOR NOTICES AND TELEPHONE AND EMAIL CONTACT

A. Unless the parties are notified otherwise in writing, a notice required to be forwarded to a party pursuant to this Agreement of Lease, shall be sent to the applicable party as follows:

To the Landlord: Georgia Self Storage, LLC  
198 Morse Drive  
Georgia, VT 05454

To the Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Parties' telephone numbers:

The Landlord: \_\_\_\_\_

The Tenant: \_\_\_\_\_

C. Parties' email addresses:

The Landlord: \_\_\_\_\_

The Tenant: \_\_\_\_\_

ARTICLE THREE  
UNIT LEASED; USE

The Landlord leases to the Tenant Unit Number \_\_\_\_\_ in the Landlord's Self Storage facility located at 198 Morse Drive, Georgia, Franklin County, Vermont, to be used as a storage unit for storing personal property, commencing \_\_\_\_\_. Such Unit contains approximately \_\_\_\_\_ square feet.

The Tenant agrees that the relationship between the Tenant and the Landlord created by this Lease Agreement is that of landlord and tenant and not that of bailor and bailee.

The Landlord's real estate on which the Unit is located is referred to as Landlord's Property.

ARTICLE FOUR  
RENT

The Tenant shall pay to the Landlord as rent \$ \_\_\_\_\_ per month, payable on the first of each month in advance as rent for the use of the Unit. The Tenant shall also pay in advance a security deposit in the amount of a full month's rent. The Tenant's failure to pay the rent on or before the first day of the month shall cause a \$5.00 late charge to be added to the rent due. An additional late charge of \$30.00 will be added to the rent due in the event the rent is not paid 20 days after it was due. In the event the lease commences on a day other than the first day of the month, the Tenant shall pay to the Landlord in advance prorated rent for the remainder of the month and the next month's rent shall be for the full month payable on the first day of the next month. The Landlord at its option may apply all or a portion of the security deposit to payment of rent or other amounts owed by the Tenant pursuant to this Lease Agreement. All rent shall be paid by Automatic Clearing House (ACH) transactions, direct deposit to Landlord's account or check.

ARTICLE FIVE  
ASSIGNMENT; SUBLETTING

The Tenant shall not assign this Lease Agreement or sublet the whole or any portion of the leased Unit.

ARTICLE SIX  
DANGEROUS MATERIALS

The Tenant agrees not to store or use any flammable, combustible, hazardous (including hazardous waste of any kind) or other dangerous materials or objects in the leased Unit or on Landlord's Property. The Tenant shall indemnify and hold the Landlord harmless (including attorney's fees) from any claim arising out of the placement or use of dangerous materials or objects by the Tenant or the Tenant's agents in or around the Unit or the Landlord's Property.

ARTICLE SEVEN  
ACCESS

The Tenant may have access to the Unit at all times of the day. The Landlord shall provide an access code to the keypad allowing the Tenant to enter Landlord's Property by use of the keypad for purposes of accessing the Tenant's Unit for the purposes set out in this Lease Agreement. The Tenant shall be solely responsible for obtaining, at the Tenant's sole expense, the Tenant's lock and key necessary to secure the leased Unit.

ARTICLE EIGHT  
UTILITIES NOT PROVIDED

The Unit is not temperature controlled and has no plumbing or electricity in the Unit. The Tenant shall not store any property in the Unit which can freeze or be damaged by hot or cold temperatures.

ARTICLE NINE  
INDEMNIFICATION

The Tenant agrees to indemnify (including attorney's fees) the Landlord against each claim, demand or cause of action that may be made against the Landlord by reason of or in any way arising out of the Tenant's lease and use of the Unit. The Landlord shall have the right to enter the Unit when deemed necessary by the Landlord for inspection or to protect the Unit. Such indemnity shall extend to but not be limited to any damage caused to the Unit, the other units located on Landlord's Property, property of other parties which is located on Landlord's Property, and injury to the Landlord, other tenants or any other party who may be on Landlord's Property.

ARTICLE TEN  
TENANT'S DAMAGE OR INJURY

The Landlord shall have no liability for or on account of any damage to any property of the Tenant or injury to the Tenant or for or on account of the destruction of any property in the Unit unless such damage or injury is caused by the Landlord's gross negligence or intentional acts. The Tenant releases the Landlord from all responsibility in connection with the Tenant and the Tenant's property and acknowledges that the Tenant's use of the Unit shall be solely at the Tenant's risk. In the event of any loss to the Unit or its contents, not the result of the Landlord's gross negligence or intentional acts, the Tenant shall look solely to the Tenant's own insurance coverage, and shall make no claim against the Landlord.

ARTICLE ELEVEN  
INTERFERENCE AND USE

The Tenant's use of the Unit shall in no way interfere with the use by any other party of any portion of the Landlord's Property other than the Unit leased by the Tenant. The Tenant shall not make or allow to be made, any unlawful, improper, or offensive use of the Unit or Landlord's Property. The Tenant shall not place any item or material on Landlord's Property outside the Unit leased by the Tenant, and all property of the Tenant shall at all times be located in the Tenant's Unit. The Tenant shall keep the Unit locked at all times except when placing the Tenant's property in the Unit or removing property

from the Unit. The Tenant shall not unreasonably disturb any other tenant or other person entitled to be on Landlord's Property. Upon vacating the Unit the Tenant shall leave the Unit broom clean and in good condition. The Tenant shall be responsible for cleaning up any spills of substances and repairing any damages to the Unit occurring during the period the Tenant uses the Unit. The Tenant shall be responsible for any expenses incurred by the Landlord in restoring the Unit to its condition prior to the date the Tenant commenced using the Unit.

ARTICLE TWELVE  
INSPECTION OF UNIT

Prior to storing any property in the Unit the Tenant shall inspect the Unit and advise the Landlord of any problem with the Unit. Unless the Tenant notifies the Landlord of any such problem within 24 hours after such inspection, the Tenant shall be deemed to have accepted it in its then current condition.

ARTICLE THIRTEEN  
DEFAULT

The Tenant shall be in default of this Lease Agreement in the event the Tenant fails to comply with any of the provisions of the Lease Agreement including, but not limited to, the failure to pay to the Landlord when due any amount owed. In the event such delinquent amount is not paid within 14 days after the mailing of a first notice of default the Landlord shall have the right to change the access code to Landlord's Property and the right to place its own lock on the Unit denying access to the Unit and the personal property within it.

In order to enforce its lien on the Tenant's property the Landlord shall provide to the Tenant the following notices:

A. A first notice of default by regular mail sent to the Tenant's last known address no sooner than seven days after default.

B. A second notice of default by certified mail sent to the Tenant's last known address no sooner than 14 days after mailing the first notice. Such second notice shall contain the information required by 9 V.S.A. §3905 including but not limited to a statement that unless the claim is paid in full within fifteen (15) days after the mailing of the second notice, the personal property will be advertised for sale and sold according to law.

Upon the default by the Tenant the Landlord may terminate the Lease Agreement however retaining its rights to collect all amounts due to the Landlord under the lease and to enforce its lien on the Tenant's property.

The Tenant shall be responsible for all the Landlord's attorney's fees, costs and expenses incurred in enforcing the terms of this Lease Agreement or advertising for sale or selling Tenant's property as permitted by law.

ARTICLE FOURTEEN  
APPLICABLE LAW

Vermont law shall apply to the interpretation of this Lease Agreement and any action or dispute concerning it.

ARTICLE FIFTEEN  
WAIVER OF JURY TRIAL

The Tenant waives the right to have any dispute or claim concerning this Lease Agreement tried by a jury.

ARTICLE SIXTEEN  
VENUE

Any action, claim or suit concerning this Lease Agreement shall be brought in the appropriate forum in Vermont.

ARTICLE SEVENTEEN  
ENFORCEABLE TERMS

In the event a court determines that any provision of this Lease Agreement is unenforceable, all other provisions of the Lease Agreement shall nevertheless remain in full force and effect and be enforceable.

ARTICLE EIGHTEEN  
BINDING EFFECT

This Lease Agreement is binding upon the parties and their heirs, administrators, representatives, successors, and assigns.

ARTICLE NINETEEN  
COMPLETE AGREEMENT

This Lease Agreement contains all terms of the letting of the Unit and there are no other outside or oral agreements between the parties concerning the leasing of the Unit.

ARTICLE TWENTY  
WARRANTY OF OWNERSHIP OF PROPERTY

The Tenant warrants that all goods and personal property to be placed by the Tenant in the Tenant's leased Unit shall be Tenant's own property and shall be subject to levy and sale by the Landlord. The Tenant shall hold Landlord harmless and indemnify (including the Landlord's attorney's fees) the Landlord if property is sold which belongs to a party other than the Tenant.

ARTICLE TWENTY-ONE  
REMEDIES CUMULATIVE AND CONCURRENT

All remedies provided above in this Lease Agreement and all rights and remedies now in existence or in the future given to the Landlord by law or equity shall be cumulative and concurrent.

ARTICLE TWENTY-TWO  
ONLINE EXECUTION

This Lease Agreement may be executed by any party by means of a digital signature (i.e. online signing) or by scanning the signed copy, and any such execution shall be considered valid and binding upon the party signing in that manner.

Each party to this Lease Agreement has caused it to be executed at Georgia, Vermont on the date indicated next to the applicable signature.

Georgia Self Storage, LLC, Landlord

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized Agent

Dated: \_\_\_\_\_

\_\_\_\_\_, Tenant