

Starting Rental Date: _____

LEASE AGREEMENT

1. PARTIES. As used in the lease, the term “tenant” shall refer to the person renting the storage space from Storage Units @ T. C. Murphy Lumber, the owner of the storage space, and shall be referred to in this lease as the “landlord”. When reference is made to either tenant or landlord, it is understood that such reference shall be deemed to include the tenant’s and landlord’s respective agents, servants, employees and guests.

2. TENANT (S) NAME (S) _____

HOME ADDRESS _____

BUSINESS ADDRESS _____

HOME TELEPHONE _____ WORK TELEPHONE _____

3. LANDLORD INFORMATION: The name and address of the landlord of the storage facility where tenant(s) property will be stored pursuant to this lease is as follows: STORAGE UNITS @ T. C. Murphy Lumber, 3879 State Route 8, Wevertown, NY 12886. Written inquires concerning this lease transaction may be made to T. C. Murphy Lumber Co., Inc., 3911 State Route 8, Wevertown, NY 12886. Telephone inquiries may be made to 518-251-2424.

4. DESCRIPTION OF LEASED SPACE: Tenant hereby agrees to rent from landlord the storage space described as Building No. _____ Space No. _____ Size _____ located at landlord’s storage facility.

5. TYPE OF TENANCY CREATED: The tenancy shall be what the law states as a “month-to-month tenancy”. Accordingly this lease shall remain valid for one month at a time until it is terminated in the manner hereafter specified.

5. ITEMIZATION OF CHARGES: The following charges will or may be imposed under this lease:

- a) Rent \$_____ per month. THIS IS A MANDATORY CHARGE PAID AS CONSIDERATION FOR THE USE OF STORAGE SPACE. (See paragraph 7 for further information regarding rent).
- b) LATE CHARGE \$10.00 PER MONTH. THIS IS A MANDATORY CHARGE AND SHALL BE IMPOSED IF RENT IS NOT PAID BY THE 5TH DAY AFTER ITS DUE DATE. (See paragraph 8 for additional information regarding check charges.)

- c) RETURNED CHECKCHARGE IS \$25.00 PER CHECK. THIS IS A MANDATORY CHARGE AND SHALL BE IMPOSED IF ANY CHECK GIVEN BY TENANT FAILS TO CLEAR FOR ANY REASON. (See paragraph 8 for additional information regarding returned check charges.)
- d) CLEANING CHARGE IS \$45.00. THIS IS A MANDATORY CHARGE PAYABLE IF TENANT(S) STORAGE SPACE IS NOT REDELIVERED TO LANDLORD IS THE SAME CONDITION IT WAS WHEN INITIALLY RENTED TO TENANT(S). (See paragraph 13 for additional information regarding condition or storage space upon termination of lease.)
- e) ATTORNEY'S FEE. THE AMOUNT OF THIS CHARGE WILL BE AMOUNT CONSIDERED REASONABLE FOR LEGAL SERVICES ACTUALLY RENDERED ON BEHALF OF LANDLORD. THIS IS A MANDATORY CHARGE INPOSED IF LANDLORD HIRES AN ATTORNEY TO COLLECT OR ATTEMPT TO COLLECT ANY MONEY OWING BY TENANT TO LANDLORD UNDER THIS LEASE OR TO PROTECT LANDLORD'S INTEREST IN ANY THIRD PARTY CLAIM AGAINST LANDLORD ARISING FROM AN ACT OR OMISSION OF TENANT. (See paragraphs 14 and 27 of the lease for additional information regarding attorney's fees)
- f) SECURITY DEPOSIT \$_____. THIS IS A MANDATORY CHARGE TO BE USED AS SECURITY FOR THE PAYMENT OF ALL OR PART OF THE SUMS WHICH ARE OR MAY BECOME DUE TO LANDORD PURSUANT TO THIS LEASE. (See paragraph 9 of this lease for additional information regarding security deposit.)

NOTICE: The monthly rent and other charges stated in this lease are actual charges tenant must pay.

6. RENT: Tenant agrees to pay rent to the landlord in the amount set forth in paragraph 6a of the lease each month in advance on the anniversary date of this lease. Tenant understands that landlord need not send any bills and that, therefore, this lease shall be tenant's only reminder as to amount and due date of rent. The minimum rent payable under this lease is 2 (two) full month's rent and is non-refundable.

7. LATE CHARGE RETURNED CHECK CHARGE. If tenant's rent is not received or postmarked by the 5th day after it's due date, tenant agrees to pay the late charge set forth in paragraph 6b of the lease to compensate landlord for its administrative expenses in attempting to collect payments in a timely manner. If any check given by tenant to landlord for rent or any other charge shall not clear for any reason, tenant agrees to pay the returned check charge set forth in paragraph 6c of this lease. Landlord shall not be required to redeposit or represent any check that has been returned for any reason and shall have the right to require that all future charges be paid in cash or by bank check or money order. Landlord shall also have the right to require that tenant's security deposit be increased.

8. SECURITY DEPOSIT: Tenant shall pay to landlord at the time this lease is signed, a security deposit in the amount specified in paragraph 6f. This deposit shall be held by the landlord to insure the performance by tenant of the terms of this lease and to compensate or reimburse landlord for any damage or expense incurred by landlord by reason of tenant's use and occupancy of landlord's property or default under this lease. If the security deposit is insufficient to compensate landlord, tenant agrees that landlord may pursue any and all lawful remedies to attempt to recover all moneys landlord is due. Tenant agrees that in no event shall the security deposit be considered rent.

9. LOCKS: Tenant shall furnish his own lock to secure his storage space. Only one lock may be placed on any storage space.

10. EMERGENCY ENTRY: Landlord shall have the right to enter tenant's storage space in case of emergency. Where emergency entry is necessary, landlord shall replace tenant's lock unless the emergency was occasioned by an act of the tenant.

11. TERMINATION OF LEASE: This lease may be terminated by either the landlord or the tenant by giving 30 days prior notice. Tenant agrees, however, that the usual rent shall continue to be paid during the notice period. If tenant holds over or fails to vacate the storage space and redeliver possession of the space to the landlord by the date specified in the notice of termination, tenant agrees to pay to landlord any new rent applicable to such space for each month or portion thereof which tenant continues to hold over.

12. CONDITION OF STORAGE SPACE UPON TERMINATION: Tenant shall deliver the storage space vacant and broom-clean. The condition of the storage space shall otherwise be in the same condition that it was when tenant came into possession. If any of the tenant's property shall be left by tenant in the storage space after the lease has terminated, landlord may, without notice to the tenant, remove this property and either discard or sell it. The expense of removing and disposing of the property will be charged to the tenant as well as the expense of any necessary cleaning.

13. ATTORNEY'S FEES: Tenant agrees to pay landlord's attorney's fees in an amount, which is considered reasonable for the services, performed by an attorney in collecting or attempting to collect money actually owed to landlord by tenant under this lease.

14. PROCEDURE UPON VACATING STORAGE SPACE: On the day tenant vacates his property from the storage space, he will notify landlord by one of the following: phone, FAX , or in person. Tenant may be deemed to be in possession of the storage space until a release has been signed and all charges owing at that time paid in cash or money order. Cash charges may include rent, late charges, cleaning charges, damage to the storage space or other portion of landlord's property or any other charge which may be imposed under this lease. After tenant's personal property has been removed from the storage space, tenant will accompany landlord on an inspection of the space to determine its condition.

15. DEFAULT: If the tenant fails to perform any of his obligations under this lease, he will be said to be in “default”. One example of a default would be the failure of tenant to pay his monthly rent on time.

16. LANDLORD’S RIGHT UPON DEFAULT: Upon tenant’s default, the landlord, at his option, has the right to do any on or more of all of the following:

- a. Refuse access to the storage space by locking tenant out or otherwise preventing tenant’s access.
- b. Enter the storage space and remove tenant’s property.
- c. Dispose of the property removed from the storage space by discarding or selling it at public or private sale at tenant’s expense.

The amount received from any sale would be applied by the landlord to offset the indebtedness owed to landlord by tenant. Landlord shall hold any excess for the benefit of tenant. Upon written demand from tenant to landlord, this excess amount shall be paid over to the tenant without interest. Any excess amount shall be held for the benefit of tenant for a period of six months. If demand for payment of this excess amount is not made by tenant within that time, then the excess amount shall become the property of the landlord. Even if tenant’s property is sold or otherwise disposed of by landlord, tenant shall continue to be personally responsible to landlord for any amounts still owing. Tenant hereby expressly acknowledges the right of the landlord to remove and dispose of any and all of tenant’s property as set forth in this paragraph and agrees that in so doing landlord’s act shall be perfectly legal and shall not amount to a trespass to or conversion of tenant’s property. This lease shall end on the day tenant’s property is sold or otherwise disposed of pursuant to this paragraph.

17. SECURITY INTEREST AND LIEN OF LANDLORD: Tenant hereby gives to landlord a security interest and lien on its property actually stored in the storage space during the term of this lease. This security interest and lien gives the landlord the right to sell or otherwise dispose of tenant’s property in the event of tenant’s default as specified in this lease.

18. USE OF STORAGE SPACE: Tenant agrees to use the storage space for lawful purposed only and to keep the storage space in good condition. Tenant also agrees that his property shall be kept only inside his storage space. Tenant shall store only such property of which he is the legal owner and tenant hereby represents such property is free of all liens, except: (indicate if (none) _____

19. HAZARDOUS MATERIALS OR PROPERTY: The tenant agrees that he will not place or store any of the following items, flammable, corrosive, contaminants, pollutants, or odorous, explosive, guns, ammo, noxious or other inherently dangerous or offensive material or object in the storage space or anywhere else on landlord’s property at any time. Further, tenant shall not store any items which shall be in violation of any order or requirement of the Board of

Health or Sanitation, Police or Fire Department or any other governmental body or do any act or allow any act to be done which creates or may create a nuisance in or about landlord's property.

20. **SELF-SERVICE STORAGE FACILITY:** tenant understands that this is a self-service facility. This means that tenant stores and removes his property without landlord's help or knowledge of the nature or value of the property being stored and without landlord's supervision of or control over this property. Landlord shall have no duty at any time to inventory or keep records of the contents of any storage space. Tenant agrees that he will at all times handle, store and remove his property at his own risk. If tenant shall request and landlord agree to aid tenant in any way with tenant's property, then landlord shall be deemed to be acting as the agent or employee of the tenant regardless of whether or not payment is made to the landlord by the tenant for the aid requested and performed. Tenant agrees to hold landlord harmless and indemnify landlord for any injury, damage or liability arising directly or indirectly from any aid given by landlord to tenant at tenant's request.

21. **NO BAILMENT IS CREATED BY THIS LEASE:** Tenant acknowledges that landlord is not engaged in the warehousing business of storing goods for hire. Landlord does not accept and tenant does not charge landlord with the possession, control or dominion over any of tenant's property during the term of this lease. Tenant agrees that such possession, control and dominion shall be exclusively that of the tenant's.

22. **NON-LIABILITY OF LANDLORD:** All personal property shall not be liable to tenant for any damage or loss to any tenant's property at any time contained anywhere on landlord's premises arising from vandalism, theft, fire, explosion, water, mysterious disappearance, animals, act of God or any other cause whatsoever unless such damage is attributable to the negligence of the landlord and then only to the extent provided in the next paragraph.

23. **LIMITATION OF LIABILITY:** It is understood that the rent payable to the landlord under this lease is based upon the value of the services provided by landlord to tenant and the scope of liability set forth in the paragraph and is wholly unrelated to the value of tenant's property stored in landlord's facilities. The tenant does not desire this contract to provide for full liability of the landlord in the event of loss or damage to tenant's property and agrees that if landlord should be found liable for a loss of or damage to tenant's property, landlord's liability shall be limited to a sum not to exceed the equivalent of one month's rent under this lease. The provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin results to tenant's property from performance of non-performance or the obligations imposed by this lease or from the negligence of the landlord.

24. **INSURANCE:** Tenant acknowledges that landlord does not provide insurance coverage for any of tenant's property at any time stored on landlord's premises. Each party to this lease agrees to secure and maintain its own insurance from and insurance carrier duly authorized to do business in the State of

New York. The purpose of this insurance shall be to protect each party's own property from whatever risks such property may be exposed during the term of this lease. Each party further agrees to look solely to its own insurance carrier for payment of any loss of or damage to that party's property during the term of this lease not matter what the cause of that loss or damage including the negligence of the other party.

25. Tenant understands that, if tenant fails to secure and maintain proper insurance coverage from a duly authorized carrier as required by this lease, tenant shall be deemed to have chosen to self-insure and thereby be required to look only to himself in the event of loss of or damage to tenant's property, Tenant further understands that, if tenant fails to secure and maintain proper insurance coverage from a duly authorized carrier during the term of this lease and seeks to recover all or any portion of a loss to tenant's property for landlord, on or both of the following is likely to result:

- a. Landlord will assert the failure to secure and maintain proper insurance coverage from a duly authorized carrier as a complete defense to any law suit by the tenant against the landlord seeking to collect for loss of or damage to tenant's property.
- b. Landlord will assert, if applicable, the provisions of paragraph 24 of this lease limiting landlord's liability as a partial defense to any lawsuit by tenant against landlord seeking to collect for loss to tenant's property. This means no matter what the amount of tenant's actual loss, tenant will be limited in his recovery to a sum equivalent to one month's rent under this lease.

Tenant hereby acknowledges the importance of obtaining insurance from a duly authorized carrier as required under this lease and further acknowledges that he has been given a brochure dealing with insurance coverage available to tenant. Tenant understands and agrees that this brochure is given by landlord solely as an accommodation to tenant and that landlord is in no way expressing its desire that tenant purchase a particular policy of insurance or that insurance be purchased from a particular carrier. (Tenant's initials _____).

26. INDEMNIFICATION OF LANDLORD: Tenant agrees that he will indemnify and hold the landlord harmless for any damages that may be assessed against the landlord by reason of any occurrence which has been caused by an act or omission of the tenant, including an act or omission which would constitute a default with respect to any provision of this lease. This indemnification shall include the payment to landlord by tenant of landlord's reasonable attorney's fees. This means that tenant will pay landlord any money landlord is required to pay as a result of a claim against the landlord by someone other than tenant which claim results from something tenant did or failed to do.

27. QUIET ENJOYMENT: So long as tenant is not in default, the tenant may

peacefully and quietly have, hold and enjoy the storage space for the term of this lease. Tenant agrees not to do anything that will interfere with the rights of any other tenants to enjoy their storage space.

28. SUBLEASE AND ASSIGNMENT: Tenant agrees not to sublease or assign all or any portion of his storage space without the prior written consent of the landlord.

29. NOTICES: All notices pertaining to this lease must be in writing and either personally delivered or sent by ordinary mail. If mailed, notice shall be deemed to have been given at the time it is properly deposited in any U.S. Post Office or Branch Office. Tenant will promptly notify landlord of any change of tenant's address.

30. GENDER AND NUMBER: Where the context admits, words in the Masculine gender shall include the feminine and neuter genders, the plural shall include the singular, and the singular shall include the plural.

31. PERSONS BOUND: All persons signing this lease shall be jointly and severally bound. Additionally, this lease shall be binding on the tenant's heirs, successors and assigns, as well as landlord's successors and assigns.

32. SEVERABILITY-GOVERNING LAW: If any provision of this lease is ruled invalid or unenforceable, tenant agrees that this will no affect the lease's remaining provisions which shall continue in full force and effect. This lease shall be governed by the laws of the State of New York and any legal action brought on account of this lease shall be commenced in a court located in the County of Warren, State of New York.

33. ENTIRE UNDERSTANDING: This lease contains the entire agreement of the parties and may only be changed or modified by a writing signed by the parties, except in the case of a change or modification made pursuant to the following paragraph.

34. CHANGE OF TERMS: The terms of this lease are subject to change or modification by the landlord upon notice to tenant. If the tenant does not agree to the change or modification, he may then terminate this agreement upon thirty (30) days' notice to the landlord. If tenant does not terminate this lease within thirty (30) days after notice of landlord's change or modification, the the change or modification shall become effective and bind tenant.

35. PLAIN LANGUAGE READING AND UNDERSTANDING: Tenant agrees that this lease is written in plain everyday language and that he has read and understands it. Tenant specifically individually acknowledges the following:

- a) Landlord merely rents space and is not a bailor or warehouseman in the business of taking custody and control of someone else's property and storing it for a fee.

- b) Tenant is, therefore, storing his personal property at his own risk.
- c) Landlord carries no insurance for the benefit of the tenant to protect against damage to or loss of tenant's personal property while in storage and landlord's liability is otherwise specifically limited.
- d) Tenant may obtain insurance to protect his property while in storage and has been urged to do so by landlord.

Tenant will insure his property through an authorized insurance company? _____

Tenant will self-insure his property? _____ Date: _____

Tenant may place his property in storage area on: _____

Tenant

Landlord

Tenant

Credit Card Information

We assure you that all information obtained will be kept confidential.

Unit # _____ Customer Name _____

Name on Credit Card _____

Credit Card Number _____

Expiration Date ___ / ___ Billing Zip Code _____ Verification code _____

- Tenant is required to make a full payment within 30 days of the invoice date. If no payment is received within the 30 day time frame the above card will be charged on the 1st of the month following the 30 day lapse in payment.
- If the account is not paid in full within 60 days the tenant will be in *default* of the self-storage lease. The contents of the unit must be removed within 7 days of the invoice date following the 60 day lapse in payment.

Customer Signature _____ Date _____