

RENTAL AGREEMENT



540 MAIN STREET
HYANNIS, MA 02601
PHONE: (508) 289-1619

THIS AGREEMENT, executed in Hyannis, Barnstable County, Massachusetts,

On this [] day of [], 20[], between SIMPLE STORAGE, hereinafter called the OPERATOR

and the:

<p>OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:</p> <p>Name _____</p> <p>Mailing Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Home Phone () _____ Cell /Work Phone () _____</p> <p>Driver's License No. _____</p> <p>E-Mail Address _____</p> <p><i>IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:</i></p> <p>Business Name _____</p> <p>Business Phone () _____ Occupant's Title _____</p>	<p>UNIT/SPACE NUMBER _____</p> <p>APPROXIMATE SIZE _____ X _____</p> <p>PAYMENT DUE DATE <i>FIRST</i> OF THE MONTH</p> <p>RENTAL RATE \$ _____ PER MONTH</p> <p>30 DAY NOTICE FROM OCCUPANT REQUIRED TO VACATE</p> <p>MOVE-IN COSTS</p> <p>Non-Refundable Administrative Charge..... \$ _____</p> <p>Prorated Rent..... \$ _____</p> <p>Rent..... \$ _____</p> <p>Other \$ _____</p> <p>Sales Tax..... \$ _____</p> <p>TOTAL MOVE-IN COST ► \$ _____</p>
<p>ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:</p> <p>Name _____ Relationship _____</p> <p>Mailing Address _____</p> <p>City _____ State _____ Zip _____</p> <p>Contact Phone () _____</p> <p><i>IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE</i></p> <p>X _____</p>	<p>SERVICE CHARGE SCHEDULE</p> <p>Late Payment Charge..... \$50.00 FOR EACH 15 DAY PERIOD OF LATENESS</p> <p>Returned Check Charge..... \$ _____</p> <p>Vacate Notice Not Given \$ _____</p> <p>Issue Duplicate Key Card \$ _____</p> <p>Not Leaving Unit/Space Broom Clean..... \$ _____</p> <p>Damage To Unit/Space (LABOR & MATERIALS) TO BE DETERMINED AT TIME OF VACATING</p>
<p>Type of property to be stored: <input type="checkbox"/> Household Goods <input type="checkbox"/> Business Goods</p> <p><input type="checkbox"/> Other (Describe) _____</p> <p>Is there a lienholder(s) with an secured interest in property that is or will be stored in the rented space? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, enter details below</i></p> <p>Description _____</p> <p>Lienholder or Secured Party _____</p> <p>Mailing Address _____</p>	<p>This is a monthly lease for storage from ____/____/20 ____.</p> <p>The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on the <i>FIRST</i> day of each succeeding month until terminated by either OPERATOR or OCCUPANT in writing.</p>

1. **THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE MASSACHUSETTS SELF-SERVICE STORAGE FACILITY ACT.** (Chapter 105A. Self-Service Storage Facilities).
2. **PREMISES AND RENTAL AGREEMENT:** OPERATOR hereby rents to OCCUPANT, and OCCUPANT rents from OPERATOR the leased space, collectively and herein called the "premises" located within the self-service storage facility named above. The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, collectively and herein called the "agreement," and for no other purpose whatsoever.
3. **TERM AND TERMINATION:** The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis under the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the premises and has given written notice thereof to OPERATOR **at least thirty (30) days in advance of vacating date.** OPERATOR may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing thirty (30) days in advance of the termination date. OPERATOR may terminate this agreement without cause by giving OCCUPANT **thirty (30) days written notice prior to termination date.**
4. **RENTAL TERMS:** OCCUPANT agrees to pay rent to OPERATOR as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is one month. **The first payment of rent shall be for the prorated portion of the month remaining, so as to make each additional rent payment due on the first day of each succeeding month. All monthly rental rates are for a calendar month. Rental payments are not refundable. If the rental term is extended for a longer term than the original term, then the rent for the extended period shall be shown above. The performance deposit is refundable upon OCCUPANT removing all stored property from the premises in a timely fashion at the expiration of the term hereof, leaving the unit broom clean in a neat and orderly condition with ordinary wear and tear accepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S lock and by providing the OPERATOR with the required thirty (30) day advance written notice to vacate. OCCUPANT will be responsible for additional rent for as long as OCCUPANT'S lock is on the rented unit. Performance deposit will be returned by U.S. mail.**
5. **STATEMENTS, NOTICES AND SERVICE CHARGES:** It is expressly understood and agreed that OPERATOR is not required to nor does OPERATOR send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. **There is a service charge for each dishonored check as indicated in the Service Charge Schedule above. There is a Late Payment Charge for each rent payment or other charge that is not paid within fifteen (15) days of the original due date to defray clerical and administrative expenses which result from such delinquencies. In the event the OCCUPANT becomes past due, in the monthly payment of rent and/or the OCCUPANT fails to leave the premises in good order with ordinary wear and tear expected, additional services charges may be automatically assessed. There will be a charge for not leaving the premises empty and broom clean. Such charge(s) is (are) due without prior notice as additional rent. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OPERATOR may terminate this agreement by reason of default in the payment of rent. OPERATOR has the right to require all past due payments be made in cash, money order or cashiers check.**
6. **OPERATOR'S LIEN:** The OPERATOR shall have a lien on all personal property stored within each leased space for rent, labor, insurance or other charges in relationship to the property and for expenses necessary for the preservation of the property or reasonably incurred in its sale pursuant to Massachusetts General Laws, Chapter 105A. If the OCCUPANT is past due on any payment of rent or other related charge(s), the OCCUPANT will be in default of this rental agreement, and OPERATOR may begin enforcement of said lien in accordance with Massachusetts General Laws, Chapter 105A.
- It is the OCCUPANT'S responsibility to disclose the existence of any lien on any stored property. For purposes of OPERATOR'S Lien: "Personal property" means, movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, household items and furnishings. "Default," means failure to perform any obligation or duty set forth in this rental agreement. "Last known address," means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of a change of address.
7. **AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE:** By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, (b) the provisions printed on the reverse side of this agreement. OPERATOR and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all **bold-faced** items. OCCUPANT acknowledges receipt of the rules and regulations of this self-service storage facility and a true and exact copy of this agreement and, if applicable, the titled property addendum.
8. **INSPECTION:** OCCUPANT has been afforded an opportunity to inspect the self-service storage facility, and by placing his initials in the margin, acknowledges and agrees that the premises and the common areas of the self-service storage facility are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas of the self-service storage facility. OCCUPANT shall be entitled to access the premises and the common areas of the self-service storage facility only during such hours and on such days as are regularly posted within the self-service storage facility.

Initials

Initials

Any special exceptions or conditions to this Rental Agreement are to be written in the space that follows:

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this AGREEMENT the day and year first written above.

OPERATOR

OCCUPANT

BY _____
OPERATOR'S Agent

X _____ TITLE: _____
If a business, give title.

(CONTINUED ON REVERSE SIDE)

9. NON-LIABILITY OF OPERATOR FOR DAMAGES AND INSURANCE OBLIGATION OF OCCUPANT: This agreement is made on the express condition that OPERATOR is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the self-service storage facility during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OPERATOR or OPERATOR'S agent, and OCCUPANT hereby agrees to hold OPERATOR harmless from any liability, loss, cost (including, without limitation, attorneys fees) or obligation on account or arising out of any such injuries or losses however occurring, and OCCUPANT agrees that OPERATOR'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.

OCCUPANT understands that the property stored within the self-service storage facility is not insured by the OPERATOR for loss or damage. OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of goods or property stored on the premises. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored property.

Insurance carried by the OPERATOR shall be for the sole benefit of the OPERATOR. The OCCUPANT shall make no claim whatsoever against OPERATOR'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his personal property against all perils of any nature whatsoever. OPERATOR shall not be liable to any extent whatsoever to OCCUPANT or OCCUPANT'S invitees, family, employees or agents for any personal injury or personal property damage or loss from power failure, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever.

10. RELEASE OF LIABILITY: The OCCUPANT hereby releases the OPERATOR from loss of or damage to OCCUPANT'S personal property due to power failure theft, vandalism, civil disturbances fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.

11. WAIVER: The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OPERATOR.

12. NO BAILMENT IS CREATED HEREUNDER: OPERATOR is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OPERATOR does not take care, custody, control, possession or dominion over the personal property stored within the self-service storage facility and does not agree to provide protection for the self-service storage facility, the premises or the contents therein OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.

13. INDEMNIFICATION AND HOLD HARMLESS: OCCUPANT agrees to indemnify, defend and hold harmless the OPERATOR from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the self-service storage facility.

14. WAIVER OF SUBROGATION: OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OPERATOR.

15. COMPLIANCE WITH LAW: OCCUPANT shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.

16. USE AND ALTERATIONS: OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. **The OCCUPANT will not use the premises as a residence.** The OCCUPANT agrees to comply with the rules and regulations of the OPERATOR, and further agrees the OPERATOR shall have the continuing right to amend such rules and regulations from time to time as the OPERATOR in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.

17. WASTE, QUIET CONDUCT, MAINTENANCE: OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OPERATOR to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the premises, whether to the interior or exterior of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible.

OCCUPANT shall not cause or permit any hazardous *substance* or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the self-service storage facility by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the self-service storage facility, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OPERATOR from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the self-service storage facility and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the self-service storage facility to the condition existing prior to the presence of such hazardous substance.

18. LOCKING DEVICE: **At all times during the occupancy, the OCCUPANT will provide, at OCCUPANT'S own expense, a locking device for the premises that OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the stored personal property. Although there may be a place on the door of the premises for a second locking device, OCCUPANT is only permitted to use a single locking device.** OPERATOR has the right, as he deems necessary, or at the request of any governmental authority, to remove such locking device by cutting or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified, via certified mail. If OPERATOR or any authorized governmental agency removes OCCUPANT'S locking device, the OPERATOR may elect to secure the OCCUPANT'S personal property with OPERATOR'S overlock until the OCCUPANT can inspect the personal property and provide a new locking device to secure the premises. The OPERATOR or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OPERATOR or any authorized governmental agency, and OPERATOR'S overlock remains on the premises, said action does not constitute Bailment in any manner. This action by OPERATOR is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.

19. ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY: **OCCUPANT agrees that any personal property that remains within the self self-service storage facility after the OCCUPANT has vacated or if the OPERATOR deems the premises as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by OPERATOR as its property or disposed of in such manner as OPERATOR may see fit.** If such personal property or any part thereof shall be sold, OPERATOR may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OPERATOR may be entitled.

20. OPERATOR'S RIGHT OF ENTRY: OCCUPANT grants OPERATOR, OPERATOR'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an emergency, OPERATOR, OPERATOR'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the premises to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce the OPERATOR'S rights without advanced notice to OCCUPANT. An emergency, as used in this agreement, shall be defined as any event which jeopardizes the health, safety and/or well being of the self-service storage facility and its customers or any appurtenant buildings, land or chattel stored within the self-service storage facility. Following the emergency the OPERATOR shall promptly notify the OCCUPANT that access to the premises was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.

21. SALE OF CONTENTS: In the event of default in the payment of rent or other charges specified in this rental agreement by the OCCUPANT the OPERATOR'S claim of lien shall be enforced in accordance with the General Laws of Massachusetts, Chapter 105A "Self-Service Storage Facilities and/or in accordance with any other applicable Massachusetts Law.

22. NO WARRANTIES: OPERATOR hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the self-service storage facility and OCCUPANT hereby acknowledges, as provided in article 8 on the reverse side, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OPERATOR does not represent or guarantee the safety or security of the self-service storage facility and the premises located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OPERATOR is authorized to make any representations or warranties except as expressly set forth herein.

23. CLIMATE CONTROL SYSTEMS: Where applicable, OPERATOR cannot guarantee the proper operation of climate controlled equipment at all times. As a result, the OPERATOR is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of climate control equipment.

24. ACCEPTANCE OF PAYMENT OF RENT: The OPERATOR has the right to reject or accept any partial payment of rent. OPERATOR may accept a partial rent payment, while the OCCUPANT is in default, however the OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OPERATOR'S rights to proceed with foreclosure and sale of the stored personal property as provided by Law. The OPERATOR reserves the right to require any past due payment be made in cash, cashiers check, or money order.

25. ASSIGNMENT: OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.

26. ACCESS CONTROL MEASURES: This self-service storage facility utilizes various access control measures designed to deter unauthorized access to the self-service storage facility. However, by signing this agreement, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OPERATOR does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.

27. SPACE SIZE: OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.

28. COVENANT OR CONDITION WAIVER: The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

29. BANKRUPTCY AND OTHER LEGAL PROCEEDINGS: In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the premises is an issue, the OCCUPANT agrees to notify the OPERATOR in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OPERATOR shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.

30. ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS: In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OPERATOR'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OPERATOR has the right to provide a third party collections agency with the OCCUPANT'S contact information to collect rent and/or other charges incurred by the OPERATOR under this agreement. The OCCUPANT will also be responsible to pay any associated costs incurred by the OPERATOR with respect to the engagement of such third party collection agency.

31. SUCCESSORS: All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OPERATOR.

32. NUMBER AND GENDER: Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.

33. CONSTRUCTION: This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal council of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall not be construed for or against either OPERATOR or OCCUPANT.

34. SEVERABILITY: In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.

35. ELECTRICITY: Any electrical outlet or device located within the self-service storage facility is for the OPERATOR'S use only.

36. NOTICES: **OCCUPANT agrees to give prompt written notice to OPERATOR of any change in OCCUPANT'S mailing address and/or any change in lienholders or secured parties with an interest on OCCUPANT'S stored personal property.** Said written notice to the OPERATOR shall be delivered, (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and all such notices shall be sent to the address specified on the reverse side of this agreement. Written notice to the OCCUPANT from OPERATOR, unless required by law, shall be sent by first class mail to the OCCUPANT'S last known address.

37. MILITARY SERVICE MEMBER: If OCCUPANT, or their spouse, is a member or becomes a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement, OCCUPANT MUST disclose said information to OPERATOR in writing. If you are transferred or deployed overseas on active duty you must provide OPERATOR written evidence of the transfer or deployment prior to the transfer or deployment. The OPERATOR will rely on this information to determine the applicability of the Service Members Civil Relief Act.

38. VALUE LIMIT: OCCUPANT agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of OPERATOR, which consent may be withheld in OPERATOR'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees the maximum liability of OPERATOR to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OPERATOR to OCCUPANT for any loss or damage to OCCUPANT'S personal property, regardless of cause.

39. EMOTIONAL LOSS: OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OPERATOR that OCCUPANT'S stored personal property has any value. OPERATOR shall not be liable for any loss occasioned by or resulting from emotional distress.