

Swanzey Self Storage Box 200 Spofford, NH 03462
RENTAL AGREEMENT

Name			
Address			City
State			Zip
Res. Phone		Cell Phone	Bus. Phone
Employer			E-Mail
Address			City
State			Zip
Drivers Licence	State	Number	
Social Security No.			
Credit Card	Type	Number	Expires
Local Contact			
Authorized to Enter			
Contract Date		Unit No.	Code
Unit Size (approx.)		Monthly Rent	
1st Months Charge	\$	2nd Months Charge	\$
Prepayment Made	\$	Security & Cleaning Deposit	\$
Miscellaneous	\$	Total Paid	\$

Rental Agreement

This agreement dated _____, _____ between _____ (hereinafter referred to as "TENANT") and SWANZEY SELF STORAGE (hereinafter referred to as "MANAGEMENT"). MANAGEMENT does hereby rent to TENANT storage unit number _____ Approximately (____X____) located at 439 Rte 10, Swanzey NH to be used as storage for personal or business property for the Monthly Rate of \$_____ payable on the first (1st) day of each month hereinafter. Rental payment is payable in advance. MANAGEMENT acknowledges receipt of \$_____ as per your receipt, including the first (1st) month's rent (which has been prorated to the first (1st) day of next month where applicable). All payments made to MANAGEMENT pursuant to the agreement shall be applied first to administrative and late charges, then the balance to balance to accrued and unpaid rent, this agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGE. Payments made after day 5 of the month are subject to a \$10.00 Late Charge. Mailed payments must be postmarked by day 2 of the month to avoid Late Charges. A returned Check is subject to a charge of \$25.00. TENANT shall give MANAGEMENT ten (10) days written notice to vacate in order to avoid responsibility for the payment of the next month's rent.

TENANT is an active member of the United States Armed Forces: Yes _____ No _____

TENANT acknowledges that MANAGEMENT does not carry any insurance which in any way covers any loss whatsoever that TENANT may have or claim by renting the storage unit. All property stored in the storage unit shall be at TENANT'S sole risk

TENANT agrees that in no event shall the total value of all property stored be deemed to exceed \$5000 unless MANAGEMENT has given permission in writing to store property exceeding \$5,000 in value and TENANT has provided proof of insurance to MANAGEMENT to cover the value of the stored property. TENANT agrees the maximum liability of MANAGEMENT to TENANT for any claim or suit by TENANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage unit is

\$5,000

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS AND AGREES TO BE BOUND BY THEM.

Executed on _____

Tenant Name: _____ By (Swanzey Self Storage) _____

(Tenant Signature)

(Swanzey Self Storage Signature)

CONDITIONS

1. Tenant further covenants with Management that at the expiration of terms of this Lease, peaceable possession of the premises shall be given to the Management, in as good condition as they are now, normal wear, inevitable accidents and loss by fire excepted; and the Tenant agrees not to let, sublet, or assign the whole or any part of the premises without written consent of the Management. Tenant agrees not to affix shelving or other articles to the walls, ceiling or doors. Tenant must provide his own lock and keep unit locked at all times, using only one lock per unit door hasp.
2. Tenant shall not place or keep in the premises explosives; flammable liquids, contraband or other goods prohibited by the law and agrees to abide by any rules promulgated by Management governing the use of these premises. Tenant shall not permit damage to the premises and shall indemnify and hold Management harmless from any claim or cause of action arising out of Tenant's use of the premises. Tenant assumes responsibility for any loss or damage to property stored by Tenant in the premises and may or may not elect to provide insurance coverage for the same. **MANAGEMENT DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT, WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR PREMISES AND EXPRESSLY RELEASES MANAGEMENT FROM ANY LOSSES AND/OR DAMAGES TO SAID PROPERTY CAUSED BY FIRE, THEFT, WATER, RAINSTORMS, MOLD, MILDEW, TORNADO, EXPLOSION, RIOT, RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY, OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL MANAGEMENT BE LIABLE TO TENANT AND/OR TENANT'S GUEST OR INVITES OR AGENTS WHILE ON OR ABOUT MANAGEMENT PREMISES.**
3. Tenant understands that Management is a landlord renting space for the tenants self service use and is not a bailor or warehouseman in the business of storing goods for hire.
4. All leases expire on the last day of each month. The management may terminate said lease at his option if Tenant is not in full compliance with the terms of this Lease, subject to Management's approval. **TENANT'S FAILURE TO VACATE THE PREMISES OR REMOVE THEIR LOCK ON THE LAST DAY OF THE MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.**
5. Tenant agrees to give Management ten (10) days written notice of his intention to vacate his storage unit. **THERE ARE NO PRORATED RENT REFUNDS IN THE EVENT THE UNIT IS VACATED BEFORE THE LAST DAY OF THE MONTH.** If the unit is vacated on or after the first of the month, a full month's rent is due.
6. Rental payments are due on the first (1st) of each month without demand. Payments made after the 1st day of the month are subject to a LATE FEE Late Charge. If rental payments are not paid in full within five (5) days of the due date, including Late Charge, and/or Returned Charge, or Miscellaneous Charge, the Management may, at his option, declare the Tenant in default. No notice need be given of default. **MANAGEMENT DOES NOT SEND OUT BILLINGS FOR MONTHLY RENTAL CHARGES.**
7. **The Management may, at his option, take possession of the goods in the Storage Unit on or after the 5th day of the month if full payment is not received by the date. Taking possession of the goods shall consist of over-locking the Storage Unit door to prevent Tenant's access to the Storage Unit until all rental, late fees and miscellaneous charges are paid in full.**
8. The owner of Swanzey Self Storage Units has a lien upon all personal property located at the self storage facility at 439 Route 10, West Swanzey NH 03446 for rent, labor or other charges, present or future, in relation to the personal property, and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition. **Upon failure of a tenant to pay the rent when it become due, the owner may, without notice, after thirty (30) days from the date the rent was due, enforce its lien and remove the personal property from the unit. The personal property in Storage Unit may be sold to satisfy the lien if Tenant is in default. 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 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. Before the sale, the tenant may pay the amount necessary to satisfy the lien and redeem the personal property. ONLY A PAYMENT IN THE FULL AMOUNT OF THE LIEN WILL BE ACCEPTED TO SATISFY LIEN, PARTIAL PAYMENTS WILL NOT STOP ANY AUCTION PROCEDURES OR LEGAL ACTIONS.**
9. The Management may, at his option, REMOVE THE TENANT'S LOCK AT TENANT'S EXPENSE TO APPRAISE STORED GOODS FOR SALE. The administrative charge for lock cutting is \$25.00. Management may at this time move property to another location to be stored and Tenant agrees to be solely liable for any damage, loss or expenses incurred by his action. And the parties agree that Management shall have a lien upon all personal property stored in the unit to secure payment of this charge, as well as all other charges owed to Management. If the rental account is brought current, the Management shall remove its lock. **IT IS THE TENANT'S RESPONSIBILITY TO REPLACE HIS LOCK AT THE TIME OF PAYMENT TO INSURE THE SECURITY OF HIS STORAGE UNIT AND TO SECURE HIS STORAGE UNIT BY A LOCK (only one lock per unit door hasp). AT ALL TIMES, MANAGEMENT WILL NOT SUPERVISE USE OF UNIT IN ANYWAY. THE SAFETY OF ITEMS STORED BY THE TENANT IS THE RESPONSIBILITY OF THE TENANT.**
10. In the event Management is required to obtain the services of an attorney to enforce any of the provisions of this Lease, Tenant agrees to pay in addition to the sums due hereunder, an additional amount as and for attorney's fees and cost incurred.
11. Management will have the right in the event of an emergency to enter the storage unit with whatever reasonable force is necessary. They may at their discretion, deny access to premises in case of inclement weather or emergencies.
12. A returned check is subject to a charge of \$25.00, which shall be considered part of the rental. Unit shall be in default and overlocked by Management, until amount of the returned check, returned check charge, and any additional charges due are paid in full. Payment must be made by money order or certified check.
13. The Monthly Rental rate, deposit amount, late charge, cut-lock, and returned check charge are each subject to increase on day 1 of each month. Tenant shall be given thirty (30) days written notice of such increases and this Lease shall be deemed to be so altered if the Tenant continues his occupancy beyond the effective date of the increase. Notice shall be deemed given when Management deposits first-class mail, postage prepaid to Tenant at address given on this Lease or official change of address. Tenant shall apprise Management of any change in his/her mailing address in writing within twenty (20) days of such change. A new Lease does not have to be executed for any new rental rate increases.
14. All tenants in default or tenants having prior returned checks, must pay by money order, cash, debit or credit card.
15. Any right granted herein to Management may be exercised by Management's Rental Agent or other representative or agent.
16. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.

Tenant's Initials: