

Notice: The monthly occupancy fee and other service charges are the actual charges you must pay.

THIS AGREEMENT, executed in duplicate in Kingston, Ulster County, New York, On this ____ day of _____, 20____, between ALLWAYS SELF STORAGE, hereinafter called the Owner and the:

Occupant whose name and last know address is:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell/Work Phone: _____

Government issued ID: _____

If Occupant is a business, provide business information below:

Business Name: _____

Business Phone: _____ Occupant's Title: _____

If Occupant or Occupant's spouse is in military service, provide additional information below:

Branch: _____ Military ID No.: _____

Are you Deploying for Active Duty? ☐ YES ☐ NO If YES, When? _____

Alternate person/emergency contact information:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____

If alternate person/emergency contact information is refused, occupant will please sign here

X: _____

Type of Property to be Stored:

☐ **Household Goods** ☐ **Trailer*** ☐ **Watercraft***
☐ **Motor Vehicle*** ☐ **Business Goods** ☐ **Other*** (describe) _____

**Additional information required on titled property addendum*

OFFICE USE ONLY:

Space Number: _____

Approximate Size: _____ X: _____

Monthly occupancy charge (rent) due date is the _____ day of each month

Monthly occupancy charge (rent): \$ _____

This is a monthly lease for storage beginning the date first written above. The first month's occupancy charge (rent) is hereby acknowledged. Each succeeding month's occupancy charge (rent) is due and payable on or before the _____ day of each succeeding month until terminated either Owner or Occupant, in writing.

Mandatory Move-In Charges:

Pro rated Rent
(Balance of Month).....\$ _____

First Full Month's Occupancy
Charge (Rent).....\$ _____

Other _____.\$ _____

Sales Tax.....\$ _____

**TOTAL MOVE-IN
COST**.....\$ _____

Mandatory Service charges:

Late Payment Charge
(After 10 Days Late)..... **\$15.00**

Returned Check Charge..... **\$25.00**

Lock Cutting Charge..... **\$20.00**

Delinquency Notice
Preparation (per notice)... **\$15.00**

Lien Advertisement
Charge..... **\$100.00**

Written Vacate Notice
Not Given..... **5 DAYS RENT**

Not Leaving Space
Empty & Broom
Clean..... **\$50.00/HR
& Materials**

Damage to Space/
Facility (Labor
& Materials)..... **To Be Determined
By Owner**

1. **THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**
2. **STORAGE SPACE AND RENTAL AGREEMENT:** Owner hereby rents to occupant, and occupant rents from owner the storage space, located within the self storage facility (hereinafter called the "facility") named above. The storage space shall be used solely for the purpose of storage pursuant to the terms and conditions of this occupancy agreement, and any addendums that may be incorporated into this rental transaction, collectively and hereinafter called the "agreement," and for no other purpose whatsoever.
3. **RENTAL TERMS: OCCUPANT** agrees to pay rent to owner 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 occupancy charge (rent) payments are payable in advance. The minimum rental term is one month. The first occupancy charge (rent) payment has been received. Subsequent monthly occupancy charge (rent) payments are due on or before the Monthly Occupancy Charge (rent) indicated in this agreement. Occupancy charge (rent) payments are not refundable. Occupant will be responsible for additional occupancy charge (rent) payments for as long as occupant's locking device is on the storage space and/or the occupant's personal property is stored within the facility.
4. **TERM:** 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 facility, and complied with paragraph 5, Termination.
5. **TERMINATION:** Owner or occupant may terminate this agreement, at the end of the current term, by providing the other a minimum of five (5) day advanced written notice of their intention to terminate this agreement. If the occupant is in default of any provision of this agreement, including, but not limited to the non-payment of the occupancy charge (rent) or other charges or if the owner suspects occupant to be engaging in criminal or illegal acts or uses of the storage space that are in direct violation of the law or this agreement, the owner reserves the right to immediately terminate this agreement. In such instance where the owner suspects the occupant to be engaging in criminal or illegal acts or uses that are in direct violation of the law or this agreement the owner may require the occupant to be escorted in and out of the facility during normal hours of operation for the sole purpose of vacating.
6. **STATEMENTS, NOTICES AND MANDATORY SERVICE CHARGES:** It is expressly understood and agreed that owner is not required to nor does owner send out monthly statements or reminders of rental due dates. Notification will only be given when the monthly occupancy charge (rent) is delinquent. A listing of the current mandatory service charges is shown above. These service charges are subject to change upon thirty (30) day written notice. Mandatory service charges are due as additional occupancy charge (rent) payments to defray the additional clerical and administrative expenses incurred by the owner.
7. **LIMITATION OF LIABILITY OF OWNER FOR LOSS:** This agreement is made on the express condition the owner is to be free from all liability and claim for loss, damages, or personal injury by occupant or occupant's family members, invitees, employees or agents, including, but not limited to, damage or loss to stored personal property or personal injury incurred while in, upon or in any way connected with this facility, except for damage or loss to stored personal property or personal injury caused by an affirmative act of the owner or owner's agent. If a court of law having competent jurisdiction determines that damage or loss stored personal property or personal injury occurred as the result of an affirmative act of the owner or owner's agent the maximum amount of any monetary damages, punitive or otherwise, including, without limitation attorney's fees, shall be limited to the sum of \$100.00 per space. Occupant may request upon execution of the agreement or within a reasonable time thereafter in writing that owner raise the liability limit for occupant's stored personal property. A pre-addressed request form is provided to occupant at the signing of the agreement. If such a written request is made by occupant to increase the owner's liability limit, the owner must accept it in writing. If accepted in writing, owner may increase the occupancy charge (rent) or require other consideration based on the increased liability limit.
8. **INSURANCE OBLIGATION OF OCCUPANT:** Insurance carried by the owner shall be for the sole benefit of the owner. By placing his initials on the margin here, occupant acknowledges and agrees all personal property is stored at the occupant's sole risk. The occupant shall make no claim whatsoever against the owner or the owner's insurance carrier. Occupant is advised to secure his own insurance covering the full replacement cost of all stored personal property against all perils, including, but not limited to, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, ram, flooding, rising water, tornadoes, explosions, earthquakes, power failures or acts of God. Occupant has the right to be self insured, but assumes full risk for damage or loss to stored personal property.

Initial

9. **AGREEMENT READ COPY RECEIVED AND INCORPORATION OF PROVISIONS OF REVERSE SIDE:** By placing his initials on the margin here, occupant acknowledges that he has read familiar with, and agrees to (a) all of the terms and conditions of this agreement and any addendums incorporated into this rental transaction: and (b) the provisions printed on the reverse side of this agreement. Owner and occupant agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference. Occupant acknowledges receipt of the rules and regulations of this facility and a true and exact copy of this agreement. Initial
10. **INSPECTION:** Occupant has been afforded an opportunity to inspect the facility, and by placing his initials in the margin, acknowledges and agrees that the storage space and the common areas of the facility are satisfactory for occupant's purposes, including the safety and security thereof, for which occupant shall use the storage space or the common areas of the facility. Occupant shall be entitled to access the storage space and the common areas of the facility only during such hours and on such days as are regularly posted within the facility. Initial

ANY SPECIAL EXCEPTIONS OR CONDITIONS TO THIS 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.

OWNER	OCCUPANT	
BY _____	BY _____	TITLE _____
Owner's Agent	If a Business, give title.	

(AGREEMENT CONTINUED)

11. **OWNER'S LIEN:** The Laws of New York State governing self storage facilities (N.Y. LIE. LAW §182) grants the owner a lien upon all personal property stored at this facility for occupancy fees and/or other charges present or future, in relation to the personal property and for expenses necessary for its preservation and/or expenses reasonably incurred in its sale or other disposition pursuant to law and any other charges pursuant to this agreement. The owner's lien attaches as of the date the personal property is brought to this facility. If any outstanding occupancy charge (rent) payment or other incurred charge(s) is past due, the owner may begin enforcement of the owner's lien. The owner's lien is superior to any lien or secured interest on the stored personal property. After occupant has been in default in the payment of an occupancy charge (rent) or other mandatory service charge(s) for a continuous thirty (30) days, owner may begin enforcement of the owner's lien.
12. **DISCLOSURE OF LIENS, LIENHOLDER OR OTHER SECURED PARTIES:** It is the occupant's responsibility to disclose, in writing to the owner, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
13. **DEFAULT:** As used in this agreement means, failure to perform on time any obligation or duty set forth in this agreement including, but not limited to, occupant's failure to pay the monthly occupancy charge (rent) and/or any other mandatory service charges listed in this agreement by their original due date.
14. **DENIAL OF ACCESS:** If occupant is in default of any provision of this agreement the owner may deny occupant access to the stored personal property. The owner may immediately deny occupant access to the facility, without advanced notice, in the event of an Emergency, as defined in Emergency provision of this agreement.
15. **EMERGENCY:** As used in this agreement, an Emergency shall be defined as any event, as determined by the owner or any authorized government authority, including, but not limited to local, state or national emergency declarations or a severe weather event, which may jeopardize the health, safety and/or well-being of the facility and its customers or any appurtenant buildings, land or chattel stored within the facility.

- 16. LATE PAYMENT CHARGE:** If any Occupancy Charge (rent) or other mandatory Service Charge is not received by the original due date a late payment charge will be assessed.
- 17. LAST KNOWN ADDRESS:** As used in this agreement means, the street address or post office box address provided by the occupant in this agreement, or a subsequent written notice of change of address.
- 18. RELEASE OF LIABILITY:** The occupant hereby releases the owner 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, rising water, flooding, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. Occupant agrees that personal property stored is at the sole risk of the occupant.
- 19. 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 owner.
- 20. VENUE AND LEGAL PROCEEDINGS:** All claims, whether through the Court system or through binding arbitration, shall take place in the local municipality, county or state in which the **FACILITY** is located. For claims that do not exceed the jurisdictional limit of small claims court, the owner and occupant agree to bring Claims in small claims court. For claims that exceed the jurisdictional limit of small claims court, owner and occupant agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared equally between the owner and occupant. The decision of the arbitrator shall be final and binding.
- 21. NO BAILMENT IS CREATED HEREUNDER:** Owner is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the facility by occupant or by anyone is at their sole risk. Occupant acknowledges that owner does not take care, custody, control, possession or dominion over the stored personal property and owner does not agree to provide protection for the facility or the personal property stored therein and occupant assumes full responsibility for who has access to said personal property.
- 22. INDEMNIFICATION AND HOLD HARMLESS:** Occupant agrees to indemnify, defend and hold harmless the owner 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 facility.
- 23. WAIVER OF SUBROGATION:** Occupant agrees to waive their right(s) and the right(s) of their insurance company for any loss claim or damages brought against the owner.
- 24. COMPLIANCE WITH LAW:** Occupant shall not store within the facility any items 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.
- 25. ALLOWED USES:** The storage space 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 storage space as a residence or for overnight accommodation nor shall occupant use the storage space for any business use or purpose deemed disreputable or hazardous by owner. Occupant shall not make or allow any alterations to the storage space.
- 26. STORAGE OF ILLEGAL OR HAZARDOUS MATERIALS PROHIBITED:** The storage of illegal or hazardous materials, including, but not limited to, flammable liquids or gas, ammunition, explosives, or other inherently dangerous material is prohibited. Occupant shall not cause or permit any of these types of materials to be stored, used, generated, or disposed of within the facility. Occupant shall be responsible for any damage caused to the facility by occupant's use of the storage space or for any costs incurred by the owner as a result of the occupant's use of the storage space including, but not limited to 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.
- 27. LOCKING DEVICE:** At all times during the occupancy, the occupant will keep the storage space locked. The occupant, in occupant's sole discretion, deems the locking device used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device occupant is only permitted to use a single locking device. Owner has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drilling 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. If owner or any authorized governmental agency or authority removes the locking device,

the owner may elect to secure the occupant's personal property with owner's overlock until the occupant can inspect the personal property and provide a new locking device to secure the storage space. The owner or any authorized governmental agency or authority 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 owner or any authorized governmental agency or authority, and owner overlock remains on the storage space, said action does not constitute Bailment in any manner. This action by owner is a temporary measure until occupant can inspect and provide a new locking device to secure the stored personal property.

- 28. ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains in or around the facility after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by owner as their property or disposed of in such manner as owner may see fit. The owner may also deem, at owner's sole discretion, the personal property abandoned if the occupant removes the locking device from the storage space. By contract the occupant is required to utilize a locking device at all times. If said abandoned personal property or any part thereof is sold, owner 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 arrearage of occupancy charges (rent) or additional occupancy charges (rent) payable hereunder and any damages to which owner may be entitled. If the owner deems the personal property to have no saleable value, the owner may dispose of the personal property at occupant's expense.
- 29. ACCEPTANCE OF OCCUPANCY CHARGE (RENT) PAYMENTS:** Only full payment of the occupancy charge (rent) due for all storage spaces rented, whether part of this Agreement or another written Agreement between owner and occupant, will be accepted. However, while the occupant is in default, owner may accept a partial occupancy charge (rent) payment. 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 owner's rights to proceed with lien enforcement in accordance with state law. The owner reserves the right to require any past due payment be made in cash, money order, or certified check.
- 30. CROSS-COLLATERALIZATION OF SPACES:** When occupant rents more than one storage space at this facility, the occupancy charge (rent) is secured by the personal property stored in all the spaces rented. Failure by occupant to pay the monthly occupancy fee in full on any space shall be considered a default on all spaces rented. If all occupancy fees, on all spaces, is not paid when due the owner may exercise all available remedies, including but not limited to, denial of access to the facility and the sale or disposal of the property in accordance with state law.
- 31. NO WARRANTIES:** Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the facility and occupant hereby acknowledges, as provided in paragraph 10, Inspection, the occupant has inspected the storage space and hereby acknowledges and agrees that owner does not represent or guarantee the safety or security of the facility, the storage space or of 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 owner is authorized to make any representations or warranties except as expressly set forth herein.
- 32. OWNERS RIGHT OF ENTRY:** Occupant grants owner, owner'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, as defined in this agreement, owner, owner's agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the storage space to take action as necessary or appropriate to protect the facility, to comply with applicable law or to enforce the owner's rights without advanced notice to occupant. Following the Emergency, the owner shall promptly notify the occupant that access to the storage space was made so the occupant can inspect and provide a new locking device, if needed, to secure the stored personal property.
- 33. 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 the monthly occupancy charge (rent) is not based on square foot measurements.
- 34. BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the occupant should file a voluntary petition in bankruptcy and this petition is granted to the occupant, or if the occupant becomes subject to any other type of legal action or proceeding where the right to occupy the rented storage space is an issue, the occupant agrees to notify the owner in writing within three (3) days via certified mail, return receipt requested to the address shown in this agreement. Owner shall have the right to recourse against the occupant to the fullest extent allowed by law.

- 35. ASSIGNMENT:** Occupant shall not assign or sublease the storage space or any portion thereof. Any attempt to assign or sublease shall be void.
- 36. 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.
- 37. 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 occupancy charge (rent) due or to recover possession of the storage space for any default or breach of this agreement by occupant, occupant shall pay owner's reasonable attorneys' fees, costs and expenses. In the event of default occupant agrees that the owner has the right to provide a third party collections agency with the occupant's contact information to collect the occupancy charge (rent) payment and/or other charges incurred by the owner under this agreement. The occupant will also be responsible to pay any associated costs incurred by the owner with respect to the engagement of such third party collection agency.
- 38. SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the occupant and of the owner.
- 39. 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.
- 40. CONSTRUCTION:** This agreement has been reviewed and negotiated. The occupant has had the opportunity to consult with legal counsel of his/her choosing prior to execution of this agreement. Occupant agrees this agreement shall not be construed for or against either owner or occupant.
- 41. SEVERABILITY:** In the event that any of the provisions or portions thereof of this storage 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.
- 42. NOTICES, CORRESPONDENCE AND PERMISSION TO COMMUNICATE:** By signing this agreement, occupant agrees all notices, correspondence and/or other communications, including, but not limited to, changes to occupant's mailing address, liens or secured interests on occupant's stored property, and/or change(s) to any other occupant information provided on the reverse side of this agreement, will be delivered to owner, in writing, within five (5) days of the change. These notices, correspondence and/or other communications, shall be delivered to owner's mailing address listed in this agreement via personal delivery during the owner's normal business hours, or by certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that provides a receipt of delivery. Occupant recognizes that owner and occupant are entering into a business relationship as owner and occupant. Written notices, and marketing and/or business-related communications from owner to occupant, unless required by law may be made or sent (a) by phone or text (including automated calls and texts), (b) by first class mail, (c) by fax, (d) using social media, or (e) by e-mail. All such notices, correspondence and other communications from owner to occupant will be made or sent to the occupant's mailing address, phone number(s) or e-mail address(es) provided in this agreement or to another mailing address, phone number or e-mail address provided by occupant in a subsequent written notification to owner. Consent to receive text messages is not a condition of rental and the occupant may opt out of receiving text messages at any time by providing written notice to owner.
- 43. 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 owner in this agreement or via other written notice to the owner. If you are transferred or deployed overseas on active duty you must provide owner written evidence of the transfer or deployment prior to the transfer or deployment. The owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.
- 44. ELECTRICITY:** Any electrical outlet or devices located with this facility is for the Owner's use only.
- 45. TEMPERATURE CONTROLLING EQUIPMENT:** All temperature controlling equipment is designed to maintain a temperature above 32° Fahrenheit. However, owner cannot guarantee the proper operation of temperature

controlling equipment at all times. As a result, the owner is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of temperature controlling equipment.

- 46. VALUE LIMIT:** Occupant agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of owner which consent may be withheld in owner'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 that the maximum liability of owner to occupant for any claim or suit by occupant, including but not limited to any suit which 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 owner to occupant for any loss or damage to occupant's personal property regardless of cause.
- 47. 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 owner that occupant stored personal property has any value. Owner shall not be liable for any loss occasioned by or resulting from emotional distress.
- 48. AMENDMENT:** The occupant agrees to comply with the rules and regulations of the owner, and further agrees the owner shall have the continuing right to amend such rules and regulations from time to time as the owner in his sole discretion shall deem proper, and the occupant agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
- 49. ENTIRE AGREEMENT:** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto.