

**Ontario Self Storage
6453 Furnace Road
Ontario, NY 14519
315-524-8392**

RENTAL AGREEMENT

Unit Number _____ Lease Date _____ Effective Date 1st / 15th of the month

Rent \$ _____ Expiration Date _____ or Monthly _____

Size (circle one) 5 X 10 10 X 10 10 X 20

Tenant Name _____ Social Security # _____

Address _____

Home Tel () _____ Cell () _____ Business () _____

Driver's License # _____ Email address: _____

Employer Name _____

Employer Address _____

Ontario Self Storage, LLC

BY: _____ Tenant: _____

Dated: _____ Dated: _____

Paid: \$ _____ month + security deposit \$ _____

Payment Type: _____ (Circle one) Cash / Money order # _____ / Check #: _____

CC: Credit Card Payment

Time Period Paid For: _____ month(s)

Lock: \$ _____ + sales tax: \$ _____ = \$ _____ not available – Tenants provide own lock

1. **Rental of Unit:** Owner hereby rents to Tenant the storage unit described above; term of occupancy to commence on the lease date above and shall expire either (a) on expiration date set forth above; or (b) if a month-month specified by Tenant in written notice of cancellation by either party to the other. Such notice shall be at least thirty (30) days in advance of the cancellation date.
2. **Rent:** Monthly rent is payable to: **Ontario Self Storage, LLC** - 6453 Furnace Road, Ontario, NY 14519 – **Mail checks or money order to: 1260 Ridge Road, Ontario, NY 14519** in advance on the first day of each month during the occupancy. Rent for the first month must be paid prior to occupancy. Late charge of \$ 40.00 shall be payable by Tenant each month rent is not received by Owner on or before the 5th of the month. Owner may increase rent by giving tenant at least thirty (30) days notice of the increase.
3. **Security deposit:** Tenant shall pay to Owner a deposit of \$ _____ as a security deposit of damages Owner incurs as a result of tenant's breach of this agreement, or Tenant's failure to clean and repair the unit. The balance of the security deposit shall be refunded to Tenant with thirty (30) days without interest. In the event that the security deposit is insufficient to cover such damages incurred by Owner, Tenant shall be liable for any excess. Tenant shall be further responsible for any legal expenses incurred Owner for the collections of such monies due. Tenant may not apply the security deposit as rent without Owner's consent. It is also understood that should Tenant terminate this agreement/lease before Tenant occupies this unit (within 72 hours); \$ _____ security deposit will not be refundable.

4. **Use of the Unit:**

- (a) Tenant shall use the unit only for storage of Tenant's personal property; however said property shall not consist of any flammable or hazardous materials of any nature, or any material in violation of any law or zoning, fire or governmental rules or regulations. The unit shall not be used for human or animal occupancy, to conduct a business, for cooking, sleeping or the consumption of alcoholic beverages, for car repairs or any dangerous activity, or in any way that is a nuisance to the Owner or other Tenants. Tenant shall maintain the premise in good condition and repair and at the expiration of this Agreement, return the premise "broom clean" and in the same condition as at commencement of Tenant's occupancy. Any lock must be removed. Tenant shall be responsible for any damage caused to the premise as a result of Tenant's occupancy or acts, including cleaning or removal and disposal of any items not removed or lock removal.
- (b) Tenant shall not make any alterations, install any fixtures, paint, marks, cut, drill or drive nails or screw into, or in any way neither deface or alter any part of the premises, nor shall Tenant place any signs on premises. In the event of a violation hereunder, Tenant shall at their sole cost and expense, restore the premises to the original condition at occupancy. Should owner incur any expenses as the result of Tenant's failure under this paragraph, Tenant shall be liable for any such expenses incurred by Owner and for reasonable legal fees incurred by Owner in the collection of such debt.
- (c) Tenant shall, at all times during occupancy under this agreement, keep the unit locked with a heavy duty steel lock. If such lock is broken or damaged. Owner at his option, but without obligation or liability, may place a lock on the unit. Tenant shall indemnify Owner against any cost or expense incurred by Owner under this paragraph, including cost of lock.
- (d) Tenant shall comply with any requirements either of any governmental body having jurisdiction over premises or with requirements made by any insurance company insuring the Owner's interest in the property.
- (e) All vehicles must park parallel with the storage unit while unloading or loading. NO BACKING up to the storage unit with a vehicle to load or unload items into the storage unit. Tenant will be liable for all damages to the unit and/or surrounding units if damaged is caused backing up and causing damage to the building or property.

5. **Expiration:** Upon expiration, Tenant shall remove all personal property from the premises. Owner may, at its option dispose of property not so removed, at Tenant's expense, or retain same as abandoned property.

6. **Default by Tenant:** Each of the following events shall be deemed an event of default by Tenant in the terms of this agreement: (a) Nonpayment of rent by the 5th of the month for which rent is due, (b) Abandonment of premises by Tenant, (c) Failure to comply with any of the terms and conditions of this Agreement. Upon an event of default, Owner may cancel this Agreement in its sole discretion immediately upon notice to Tenant.

7. **Owner's Lien/Remedies:** Owner has a lien upon all personal property stored in the unit for occupancy fees and other charges, present or future, as more fully discussed in New York's Lien Law, Section 182.

If the rent due is not paid by the 5th of the month. Tenant authorizes Owner to remove the contents stored by the Tenant in the Unit, or place another lock on the Unit. If Owner must resort to litigation to recover rent, damages or occupancy, Tenant shall pay Owner's reasonable attorney's fee and court costs.

In the event of the Tenants' default, Owner may avail itself of any remedy provided by law or this Agreement including, but not limit to the following: an exercise of one or more of these remedies shall not constitute a waiver of the Owner's use of any other rights:

- (a) Owner may terminate this Agreement and may enter the unit and remove the contents thereof, disposing of said contents as provided in the Agreement. (b) Owner may recover the entire lease payments remaining for the balance of the lease term. (c) Owner shall have a contractual lien on all items stored in the unit without liability for trespass or conversion.

8. **Risk of Loss:** All property stored within the unit shall be at Tenant's sole risk except for losses resulting solely from the intentional conduct of the Owner. Owner does not provide protection or security for the unit(s), nor does Owner take custody or control over the contents of the unit. Owner shall not be held responsible for loss or damage to any Tenant's property when such loss or damage is caused by negligence of third parties, other Tenants or acts of God.

9. **Insurance:** Any insurance carried by either the Owner or Tenant shall be for the sole benefit of the party carrying such insurance.

10. **Indemnification:** Tenant agrees to indemnify and hold Owner harmless from any other person for any loss, claim, or expense resulting from acts or omissions of any other tenant or persons.

11. **Condition of Unit:** tenant has inspected unit and surrounding areas and found same to be in satisfactory condition. Owner has made no warranty or representation as to the condition of the unit or to the remainder of the premises and shall not be liable for any visible or non-visible defect therein.

12. **Inspection of Premises:** Owner and its agents may enter the unit at all reasonable times, upon reasonable notice to Tenant except in the event of an emergency, for the purpose of making necessary repairs, inspections of premises, showing a unit to a prospective Tenant, purchaser or mortgagee. Tenant shall make the unit available for entry upon such notice, or failing cooperation of tenant, Owner may cause any lock to be removed at Tenant's expense and enter the unit without liability to Owner.
13. **Assignment:** Tenant may not assign the Agreement or sublet the unit or give any other person the right to use the unit without prior written consent of Owner.
14. **Notice:** Any notice given pursuant to this Agreement shall be in writing, delivered in person or by registered or certified mail, return receipt requested, addressed to the party at the address designated herein. Said address may be changed by written notice to the other party. 30 day notice is required before vacating unit.
15. **Subordination:** The Lease/Agreement is subordinate and subject to any mortgages now or hereafter affecting the premises and Tenant shall execute any subordination instrument which may be requested by any mortgagee.
16. **Validity:** The invalidity of any provision of this Agreement shall in no way affect the enforceability of any other provision hereof.
17. **Access:** it is agreed the Tenant will have access to the leased premise/unit only during hours posed by Owner.
18. **Rules/Regulations:** Tenant shall comply with all Owner's rules and regulations, including any additional rules and regulations that may be adopted by Owner. Owner will place a copy of the rules and regulations in the conspicuous location at the rental office 6453 Furnace Road, Ontario, NY 14519.

Ontario Self Storage, LLC

BY: _____

Tenant: _____

Dated: _____

Dated: _____