



TEXT: (585) 684-8013

Email: lindenmacedonselfstorage@gmail.com

Mailing Address: 870 Linden Ave, Rochester, NY 14625

SELF STORAGE OCCUPANCY AGREEMENT

NOTICES:

(i) NOTICE: THE MONTHLY OCCUPANCY CHARGE AND OTHER CHARGES STATED IN THIS AGREEMENT ARE THE ACTUAL CHARGES YOU MUST PAY.

(ii) NOTICE: YOU MAY CHOOSE TO BE CONTACTED FOR LEGAL MATTERS RELATED TO LATE OR LIEN NOTICES, VIA ELECTRONIC MAIL BY PROVIDING YOUR ELECTRONIC MAIL ADDRESS IN AT LEAST TWO LOCATIONS WITHIN THE OCCUPANCY AGREEMENT (THIS "AGREEMENT").

Occupant Name:

Date:

Address:

Email Address:

Cell Phone Number:

Home (Primary) Phone Number:

Driver's License Number:

Unit Number:

Unit Size:

Climate: _____

Rent:

Alternate Contact Name:

Alternate Contact Address:

Alternate Contact Phone Number:

_____ (Occupant) is hereby granted the permission by Owner to utilize the self-storage unit from either _____ located at _____ those certain premises describes as space number _____, with the approximate size: _____, hereinafter referred to as "storage unit". The self-storage unit is unheated without electric, plumbing, or utilities except for the storage units referred to as temperature controlled storage units with such utilities to be controlled by Owner. The parties agree as follows:

1. TERMS OF OCCUPANCY. The term of this Occupancy shall begin on the date that it is signed by the Owner and the Occupant. Occupant agrees this is an agreement for a "month to month tenancy". The terms of the occupancy automatically renew, unless terminated by either side on not less than ten (10) days written notice, which notice shall state the date of termination. Owner reserves the right not to renew this agreement for any cause. Upon execution of this agreement you are required to place a lock on the storage unit.

2. MONTHLY CHARGES AND LATE CHARGES. Occupant shall pay to the Owner, or to the Owner's designated agent, as a monthly occupancy charge, without prior notice, demand or billing statement, the sum of _____ per month on the due date of each calendar month. If occupancy charges are not paid by the 1st of the month or received by Owner within five (5) days of due date, Occupant agrees to immediately pay, as an additional occupancy charge, a **MANDATORY ADMINISTRATIVE LATE FEE** of \$25. In the event a payment is returned uncollected, Occupant agrees to pay as an additional occupancy charge a charge of \$30, for each returned payment, whether the payment was by check, credit card or some other method. In addition, any further costs incurred by Owner by reason of Occupant's breach of any provisions of this Agreement shall be deemed additional occupancy charges, and may be demanded by Owner of Occupant at any time. Owner reserves the right to demand payment by cash on any past due accounts and to only accept payment in full on any past due charges.

Timely payment of charges can be made by electronic check (ACH transaction), cash, corporate or personal check, bank check, certified funds, money order, or acceptable credit card. For a personal check to be accepted for payment, it must be fully printed with check writer's name, address, and phone number. The Occupant must also provide a valid driver's

license. In the event that the account arrears and Owner has started its lien enforcement process, any payments made to stop the exercise of Owner's lien must be paid by cash, certified check, or money order. Personal checks will not stop the exercise of Owner's lien. Occupant agrees and understands that partial payments made to cure a default for nonpayment of occupancy charges, if accepted, will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the auction will stop the scheduled sale of the property.

Owner has the right to increase the occupancy charges at any time, change the terms and conditions of occupancy, or terminate this Agreement by giving Occupant a ten (10) day written notice via first class mail to Occupant's last known address, or by posting such notice on Occupant's storage unit, or by Electronic Mail (Email) to the address provided.

All Occupancy charges shall be made to Owner at the above mailing address (870 Linden Ave, Rochester, NY 14625), monthly in advance and without demand, as same shall become due, or at such other places as may be designated in writing from time to time by Owner. Any additional charges shall be deemed additional occupancy charges and shall be payable concurrently with the occupancy charge. In the event of lockout under Paragraph 14, hereof, it is expressly agreed that occupancy charges shall continue until paid or until termination of this Agreement by Owner. Owner also reserves the right to overlock Occupant's unit with Owner's lock, if Occupant is more than five (5) days late with monthly payment or other charges due.

3. INITIAL PAYMENT. The total amount due at the time of execution of this Agreement is computed as follows:

**Occupancy Charges (Pro-rated to <BILLTODATE>)
Administrative Setup Fee (non-refundable - lock included)**

TOTAL

4. MOVING OUT. It is understood and agreed that after giving timely notice to terminate this agreement, the Occupant must execute a Move-Out Agreement and remove its lock from the storage unit releasing the storage unit back to the possession of the Owner on or before the termination date. Occupant acknowledges a Move-Out Agreement is available upon request. Occupant agrees to surrender the storage unit to Owner at the end of this Agreement in a clean, reasonable and re-rentable condition, normal wear and tear expected, If Occupant fails to return the storage unit in such condition, all costs and expenses incurred by Owner to clean and/or restore the storage unit will be paid by Occupant to the Owner. Any unpaid charges, damages, or occupancy charges due shall be invoiced by Owner to Occupant and shall be due and payable within ten (10) days of invoice date.

5. NO SERVICES BY OWNER. Security cameras, if any, are for the protection of the facility, not the Occupant or third parties, and cameras may be continuously monitored or recorded. Owner is not supplying any services or utilities, including, but not limited to, any security, water, toilets, electricity, cleaning, rubbish removal, and assistance in moving Occupant's property. Owner does not warrant temperature, humidity, air conditioning or climate. Owner will not supply lighting on the floor on which the storage unit is located. Occupant will have access to the storage unit only during the hours of operation posted at the facility (except legal holidays during which the facility may be closed and there will be no access). Hours of operation are subject to change without notice. Stoppage of any services provided by Owner or the temporary exclusion of Occupant from the storage unit or the facility will not entitle Occupant to any reduction of the occupancy charge or create any default, liability, or obligation of Owner to Occupant. **ANY DUMPSTER LOCATED AT FACILITY IS NOT FOR OCCUPANT USE. IF OCCUPANT USES DUMPSTER FOR ANY USE, THEY ARE SUBJECT TO A \$50 ADMINISTRATIVE DISPOSAL CHARGE. IF ANY OCCUPANT USES THE DUMPSTER, OR LEAVES GARBAGE AND DEBRIS ELSEWHERE ON PROPERTY, IN A MANNER DEEMED "EXCESSIVE" BY OWNER, THEY ARE SUBJECT TO A \$300 ADMINISTRATIVE DISPOSAL, LABOR, LOADING, AND SURCHARGE FEE.**

The Owner makes no representations regarding humidity control or safety of contents stored in the unit. Stored property will be subject to fluctuations in temperature and humidity. Owner shall not be responsible for any damages caused by, resulting from, resulting in, contributed to or related to fluctuations in temperature and humidity, rust, mold, mildew, or moisture related contamination.

6. USE OF PREMISES AND COMPLIANCE WITH LAW. The storage unit is only to be used for the storage of personal property solely owned by Occupant and in accordance with the terms and conditions of this agreement. The storage unit may not be used for residential purposes or to house live animals. Occupant acknowledges and understands that the storage unit is not suitable for and will not be used for the storage of items of sentimental, intrinsic, or extraordinary value including, but not limited to, heirlooms, irreplaceable documents or records, art work, irreplaceable or invaluable property, or other objects for which no immediate resale market exists as well as objects of special or emotional value to occupants. The storage unit may not be used for any unlawful purpose, nor to store items that are illegal, or are being used or held for use in a manner that is illegal or violates the rights (including but not limited to the intellectual property

rights) of Owner or any third party. Furthermore, Occupant will not use the storage unit to store any USDOT Hazardous Materials Classes 1-9, explosives, compressed gases of any type, flammable or combustible liquids, flammable solids, oxidizers, poisons, radioactive materials, or corrosive; nor any food that dispels odor, spoilage or decay and/or whose storage or use contravenes the law. Additionally, the storage unit may not be used to store items that have an objectionable odor or which may spoil or decay, or items that have infestation, pests or other nuisances. Occupant will not allow any other person to use the storage unit. The Occupant agrees to hold the Owner and/or other occupants and third parties harmless and indemnify, save and defend such persons from any loss caused by or resulting from a violation of this paragraph and for any claims, action, proceeding, liability, loss, damage and expense, including attorney's fees arising out of any act or omission of Occupant or Occupant's agent.

7. OCCUPANT RESPONSIBILITIES. The relationship of Owner and Occupant created by this agreement is that of Owner and Occupant of a self-storage facility as defined by and in accordance with Section 182 of the New York State Lien Law (all words used in this agreement will have the meanings given to them under that law) and that of bailee and bailor; nor is Owner activating as a warehouseman engaged in the business of storing property for hire in this agreement. Occupant has not, and will not, issue any warehouse receipt, bill of lading, or other document of title for the property stored in the storage unit. Occupant's property stored in the storage unit or located in the facility will be at Occupant's sole risk. Owner, and its agents, servants, contractors, and employees will not be liable to Occupant or any other person for any loss, damages, injury or death resulting from any crime, the acts or omissions of any person or from any other cause (including without limitation, governmental acts) except the negligence of Owner or its agents, servants, contractors, or employees in the operation or maintenance of the storage unit or the facility or as set forth in Section 182 of the New York State Lien Law. Owner is not taking care, custody, control or dominion of the contents of the storage space.

8. OCCUPANT'S DUTY TO NOTIFY: MILITARY STATUS. BANKRUPTCY. Occupant hereby certifies that he/she is not currently in the Military Service of the United States Government, nor is he/she supported by anyone currently in the Military Service of the United States Government and expressly waives the requirements of Owner to produce an affidavit to this effect in any legal proceeding. If Occupant is in, or becomes a member of, the military service, Occupant must provide written notice to Owner (See addendum SCRA). Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.

It is the Occupant's responsibility to notify Owner, by certified mail-return receipt requested, of any filing for such bankruptcy or petition for relief with any bankruptcy court, and to list Owner as a creditor in any such proceeding.

9. VALUATION AND LIMITATION. Occupant agrees not to store property in the storage space with an aggregate value exceeding \$5,000. As such, it is expressly agreed that Owner's liability relating to any loss or damage to Occupant's property caused by Owner at any time, including before, during or after Owner enforces Owner's lien as described in paragraph 14, is limited to \$5,000. The stated limit on aggregate value of property and the resulting limitation of liability shall apply to all methods of valuation determination used by Occupant. Owner shall not be liable for any special damages or consequential damages under any circumstances, even if Owner has been advised of the possibility of these damages. The declared value and limitation are not stackable and are material conditions of this agreement, and Occupant's failure to comply with this provision is a breach of this Agreement.

The above declared value and limitation of liability may, on the written request of Occupant, at the time of signing of the Agreement or within a reasonable time thereafter, and if such request is accepted in writing by the Owner, be increased on part or all of the property stored in the storage unit. Two copies of a pre-addressed request form for this purpose have been provided to Occupant. If accepted, Owner will complete and sign both copies of the request form and return one copy to Occupant. If request is made and accepted, the monthly occupancy charge will be increased \$10.00 for each \$100.00 or part of increased valuation, or \$50.00 for each \$1,000.00 or part of increased valuation of the property stored.

10. INSURANCE OBLIGATIONS OF OCCUPANT AND EVIDENCE OF INSURANCE. Occupant will, and Owner will not, maintain all risk insurance on the contents of the storage unit including but not limited to fire, flood, theft, vandalism, burglary, vermin, mold, mildew, burst pipes, erosion, and extended coverage in amounts at least equal to the value of the contents. If Occupant's property is lost or damaged, Occupant will make a claim only against Occupant's insurer and not against Owner. Any property insurance carried by Owner or by Occupant is for the sole benefit of the party carrying such insurance. Occupant expressly agrees that his/her/its insurance company shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss or damage to stored property. Each party waives its right to make any claim against the other for loss or damage to property in the events of casualty. Occupant acknowledges that Owner, its agents, authorized representatives, and employees, have made no representations or warranties that the Occupant's property will be safely kept, nor that it will be secure from theft.

11. NON-LIABILITY OF OWNER: INDEMNITY. The Owner shall not be liable to the Occupant or the Occupant's invitees, family members, employees, agents or servants for any personal injury or damage to the personal property caused by any act or negligence of any other person in or about Owner's property other than the Owner and the Owner's agents,

servants, contractors and employees. The Occupant hereby agrees to indemnify and hold the Owner harmless from and against any and all claims for damages to property or personal injury including the attorney's fees or costs arising from the Occupant's use of the storage unit, or of the Owner's property, or from any activity, work or other things done, permitted or suffered to be done by the Occupant in or about the storage unit, or the Owner's property.

Should any of the Owner's employees perform any service for Occupant or Occupant's request, such employees shall be deemed to be the agents of the Occupant regardless of whether payment for such services is made or not, and the Occupant agrees to indemnify and save the Owner harmless from all liability in connection with any such services performed by Owner's employees, together with attorney's fees and cost of suit.

12. ALTERATIONS, SIGNS AND WASTE. Occupant shall not make nor suffer to be made any alterations or waste of the storage unit or premises, nor post any signs without express written consent of the Owner.

13. OWNER'S RIGHT TO ENTER, INSPECT AND REPAIR THE STORAGE UNIT. Occupant agrees that Owner and Owner's representatives shall have the right without notice to enter into and upon the storage unit in an emergency and/or to make necessary repairs.

14. DEFAULT AND REMEDY. Section 182 of the New York State Lien Law gives Owner a lien on all property of Occupant stored at the facility for occupancy charges and other charges, present or future, in relation to the property, and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to law, and any other charges pursuant to this Agreement. This lien is superior to any other lien or security interest and attaches as of the date the property is brought to the facility. Accordingly, if Occupant **(a)** fails to pay in the full monthly occupancy charge or any other charge when due, **(b)** abandons the storage unit, or **(c)** fails to comply with any other term of this Agreement, within ten (10) days after notice, Owner may **(i)** deny Occupant access to and overlock the storage unit until Occupant pays the occupancy charge or such other charges and/or **(ii)** make any demand or give any notice required by law and, if Occupant does comply with such demand or notice within the same time required by law, if any, Owner may sell Occupant's property in accordance with Section 182 of the New York State Lien Law or take any other reasonable, lawful action in connection with the termination of this Agreement, the removal of Occupant's property and the collection of any outstanding charges or other charges. Occupant will remain liable to Owner for all unpaid occupancy charges as well as for all other charges due and owing the date of termination and for any damages resulting from Occupant's non-compliance, including attorneys' fees and all expenses of Owner in connection with removing Occupant, removing, preserving and/or selling Occupant's property, and cleaning and repairing the storage unit or the facility.

15. SPRINKLER HEADS. Sprinkler heads may be located within a storage unit. While this will aid in fire safety, there is a potential for a customer to damage a sprinkler head while moving materials in or out of the storage unit, which would result in water damage. There is also the potential for customers to store items too close to a sprinkler head, which will compromise the operation of the system during a fire. It is recommended that all customers be cautious of the sprinkler heads and avoid storing any items within 18 inches of any sprinkler head.

16. BREACH OF COVENANTS OR CONDITIONS. It is specifically understood that the Owner may have certain rules and regulations necessary for the operation of the facility and the Occupant specifically agree to familiarize himself with said rules and regulations from time to time and to abide by all terms and conditions as said rules and regulations are amended.

17. WAIVER. The failure of Owner on previous occasions to take action for non-compliance with this Agreement or the rules and regulations will not prevent Owner from taking action for subsequent non-compliance. The receipt of any charge with knowledge of non-compliance is not a waiver of such non-compliance. The acceptance of one or more partial payments will not be a waiver of the balance of those payments, or a waiver of the full payment of any future payments, or any of Owner's rights or remedies for the failure to make full payment. Partial payments may be applied by Owner to any unpaid charges selected by Owner. A written waiver by Owner of any non-compliance or non-payment will apply only to the specific performance or payment covered by the written waiver, and will not be a waiver of any future performance or payment.

18. SUBLETTING OR ASSIGNMENT. No subletting of the storage unit or any portion thereof or assignment of this Agreement may be made by Occupant without having written permission of Owner in advance.

19. SEVERABILITY CLAUSE. If any provision of this Agreement shall be determined to be void, invalid, or otherwise unenforceable, such finding shall not otherwise affect the validity or enforceability of any other provision of this Agreement. and such provision shall be deemed modified to the minimum extent necessary to put such provision in compliance with applicable law, and, in its modified form, such provision shall be enforceable. Paragraph headings used in this Agreement are inserted for identification only, and shall not govern the construction of, nor alter, vary or change any of, the terms, conditions or provisions of this Agreement or any paragraph hereof.

20. LAW. This Agreement shall be governed by and construed according to the laws of the State of New York, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts for the county or district, respectively, where the facility is located, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings. If any action or proceeding brought by one party as and against the other relative to this Agreement, the Occupant specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by the Owner. Owner shall be discharged from any liability that may otherwise exist with respect to loss, damage or other injury arising out of this Agreement or Occupant's use of the storage facility unless suit is brought within one year after Occupant knew or should have known about the damage, loss or injury.

21. EXCLUSION OF ALL WARRANTIES. The agents, contractors and employees of Owner are not authorized to make warranties about the storage unit and facilities referred to in this Agreement. Owner's agents, contractors and employees oral statements do not constitute warranties, shall not be relied upon by the Occupant, and are not a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and no other warranties are given beyond those set forth in the Agreement. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded from this transaction and shall not apply to the occupied storage unit and facilities referred to herein. The operation or failure of any type of "security system" installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from their obligation of insuring their property. It is further understood and agreed that Occupant has been given an opportunity to inspect, and had inspected the storage unit to be occupied by Occupant hereunder, and the Occupant accepts storage unit and facility as is and with all faults.

22. ACCESSING AND SECURING STORAGE UNIT. Upon arrival to Occupants storage unit, there will be a four (4) digit combination, disc lock (hereafter referred to as "lock") securing the storage unit. Once the terms and conditions and this Agreement has been signed by Occupant, Occupant will be emailed the unique, four (4) digit code to unlock the lock on the storage unit and gain access. This lock is Occupant's to retain, and use to secure their storage unit, if Occupant desires.

Occupant is hereby instructed to immediately change the combination to the lock IMMEDIATELY after using the unique four (4) digit code initially provided to unlock the lock, and gain access to their storage unit.

Occupant can change the four (4) digit code to the lock by following these instructions:

- (i) UNLOCK THE COMBINATION LOCK USING UNIQUE CODE**
- (ii) ON THE BACK OF THE LOCK, TURN THE 'SET SCREW' COUNTER-CLOCKWISE**
- (iii) CHANGE THE NUMBER/CODE ON THE DIALS TO WHAT YOU WANT THE COMBINATION TO BE**
- (iv) ROTATE THE SET SCREW CLOCKWISE TO LOCK IN THE NEW NUMBER/CODE**
- (v) RECORD THE NEW NUMBER/CODE - IF YOU DON'T RECORD THE NUMBER/CODE, THERE IS NO WAY TO UNLOCK IT.**

If Occupant wishes to not use the lock, Occupant can secure their storage unit with a lock of their choice. Owner encourages Occupant to use a disc lock of their choosing, at Occupant's risk.

23. NOTICES AND CHANGE OF ADDRESS. All statutorily required notices, including notices by Owner pursuant to the exercise of its rights under New York State Lien Law Section 182, shall be sent as required by law. All other notices required to be given under this Agreement must be in writing to the other party and in accordance with the terms and conditions of this Agreement.

Occupant authorizes and consents to Owner contacting Occupant by telephone, cell phone, fax, e-mail, text message and through social media with marketing and/or other business related communications. Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence, email address, or cell phone by automated communications, telephone calls or text messages. Such automated communications, telephone calls or text messages may be for conveying important facility information, marketing or collection purposes. Occupant authorizes and consents to Owner conducting a credit check and/or providing Occupant information to a collection agency, should Owner deem it appropriate.

It shall be the duty of the Occupant to furnish the Owner, in writing, any change of address, email address or phone numbers by **(a)** certified mail, return receipt requested, postage prepaid, or **(b)** delivered in person at the Rental Office. Occupant agrees that any change of address will not be deemed effective until acknowledged in writing by Owner.

In testimony whereof, the Owner has caused this instrument to be executed in duplicate and Occupant has hereunto

affixed their signature on the date and year first above written. Occupant acknowledges receipt of a fully executed copy of this Agreement. The parties hereto acknowledge the term "signature" shall include, but not limited to, any electronic sound, symbol, or process, attached to or logically associated with an electronic record and executed or adopted by the parties for the purpose of evidencing their intent to sign and enter into this Agreement.

By including Occupant's email address below, the Occupant's signature line on this Agreement and in this sentence, Occupant is choosing to permit the Owner to contact Occupant for legal matters related to late or lien notices via electronic mail at_____. Occupant is reminded that the prior paragraph provides two acceptable methods for Occupant to update Occupant's Contact information. Occupant may not update Occupant's Contact Information by email or in any other manner nor set forth in the prior paragraph.

THIS CONSTITUTES the entire Agreement of the parties and there are not representations that are not part and parcel to said Agreement.


Occupant acknowledges that Occupant has received a copy of the completed Occupancy Agreement, signed by both parties, and has read and understands it.

Executed on the date and year as set forth above.

OCCUPANT:

Signature: _____ **Date:** _____
Mailing Address: _____
Email Address: _____
Primary Phone: _____

OWNER:

Rep Signature: 
Rep Name: Thomas Littlefield
Rep Title: Owner

OWNER CONTACT INFORMATION:

Mailing Address, email address and telephone number of Owner for Occupant inquiries:

Mailing Address: 870 Linden Ave
Rochester, NY 14625
Email Address: _____
Phone Number: _____