

Yvon Cormier Construction Co. dba Derry Self Storage
23 Ashleigh Drive, Derry NH 03038 603-323-0256

NEW HAMPSHIRE

SELF STORAGE RENTAL AGREEMENT

Lease Agreement #

This Rental Agreement ("Agreement") is made between **Yvon Cormier Construction Co. dba Derry Self Storage** (hereinafter known as "Owner"), with a principal place of business at 23 Ashleigh Drive, Derry NH 03038 (hereinafter referred to as "Premises"), hereby leases to TenantFname TenantMname TenantLname having an address of TenantAddress TenantCity, TenantSate TenantZip (hereinafter referred to as "Occupant"). Space No. UnitNo (hereinafter referred to as the "Space") containing approximately sq. ft. from the Owner in the building located at above-stated Premises.

NOTICE: THE MONTHLY RENT CHARGE AND OTHER CHARGES STATED IN THIS AGREEMENT ARE THE ACTUAL CHARGES YOU MUST PAY.

NOTICE: THIS AGREEMENT REQUIRES YOU TO CARRY INSURANCE ON THE PERSONAL PROPERTY STORED IN YOUR STORAGE SPACE.

1. **TERM.** To have and to hold for a term commencing on, MoveInDate and continuing month to month thereafter (hereinafter referred to as the "Term"), unless sooner terminated as hereinafter provided.
2. **RENT.** Occupant shall pay on day DueDay of each calendar month in advance, rent for the Space at the rate of MonthlyRent per month plus any applicable sales tax. We do not send monthly bills. The first monthly payment shall be made on MoveInDate. All payments due hereunder shall be made to the Owner at the above address, or at such other place as Owner shall from time to time in writing designate. A one-time administration fee of AdminFee is to be paid by Occupant upon execution of this Agreement. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for nonpayment of rent shall not delay or stop foreclosure on Occupant's stored property.
3. **LATE CHARGE AND RETURNED CHECK.** If Occupant does not pay rent within five (5) days of the rent due date, Occupant will pay Owner a late fee of \$25.00 per month. A late fee may be charged for

each month that the Occupant does not pay rent when due. Additionally, Owner shall double lock the Occupant's Space and otherwise deny access to the property stored until the rental and fee charges are brought current. Payments received will be applied to older charges first. Late fees will continue to accrue each month if any balance is still owed. Occupant will pay Owner a \$20.00 fee for every check returned to Owner for non-sufficient funds plus applicable late fees. Any account thirty (30) or more days delinquent will be assessed a SALE FEE of \$100.00. Owner reserves the right to impose additional fees for any unanticipated charges incurred due to the foreclosure of Occupant's stored property.

4. TERMINATION. Either party shall have the right to terminate this Agreement by giving ten (10) days' prior written notice to the other party before the end of the term stated in Paragraph #1, or this Agreement shall thereupon terminate at the end of said term.

5. HOLDING OVER. There will be no partial month rentals. If Occupant vacates the Space five (5) days after the end of the term stated in Paragraph 1 above, the Occupant shall pay one full month's rent. If Occupant vacates the Space after the end of the above stated term, but before five (5) days after the end of the above stated term, the Owner will pro rate the rent fee on a daily basis. The provisions of this Paragraph 5 shall not operate as a waiver by Owner of any rights provided to Owner under this Agreement.

6. OCCUPANT RESPONSIBILITY. The Occupant acknowledges and understands that no bailment is created by this Agreement. The Owner is not engaged in the business of storing goods for hire, nor is it in the warehousing business, but is simply providing a storage space in which the Occupant can store items of personal property owned by the Occupant. Except as provided in the Uniform Commercial Code and Lien law, the Space is under the exclusive control of the Occupant. The Owner does not take care, custody and control, possession or dominion of the contents of the Space and does not agree to provide protection for the Space or the contents thereof. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

7. INSURANCE. The Owner does not have any obligation to carry insurance on Occupant's property stored in the Space. Occupant is required to maintain insurance on all property in the Space, in an amount at least equal to the value of such property. Occupant is required to show proof of insurance to Owner before placing any items in the Space. Occupant agrees and acknowledges that failure of Occupant to provide proof of insurance will result in Occupant's automatic enrollment in and financial responsibility for the minimum insurance available at Owner's facility. Occupant waives any and all insurance subrogation rights against Owner, its agents and employees. Occupant elects as follows:

_____ I have insurance from my own insurance company.

Name of Company: _____

Policy#: _____

_____ I will apply for insurance here.

_____ I understand and acknowledge that failure to show proof of insurance will lead to my auto enrollment in the minimum insurance available here, for which I am financially responsible.

The Owner will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the Occupant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, mold, mildew or any defect, whether known or subsequently created or discovered, in the Space, or acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of the Owner, its agents or employees.

8. LIMITATION OF VALUE. OCCUPANT AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE IN EXCESS OF \$5,000 WITHOUT THE WRITTEN PERMISSION OF THE OWNER OR MANAGER AND OCCUPANT HAS PROVIDED PROOF OF INSURANCE TO OWNER OR MANAGER TO COVER THE VALUE OF THE STORED PROPERTY. IF SUCH WRITTEN PERMISSION IS NOT OBTAINED, THE VALUE OF OCCUPANT'S PROPERTY SHALL BE DEEMED NOT TO EXCEED \$5,000. NOTHING HEREIN SHALL CONSTITUTE ANY AGREEMENT OR ADMISSION BY OWNER OR MANAGER THAT OCCUPANT'S STORED PROPERTY HAS ANY VALUE, NOR SHALL ANYTHING ALTER THE RELEASE OF OWNER'S LIABILITY SET FORTH BELOW. THIS \$5,000 LIMIT IS DEEMED TO BE THE MAXIMUM VALUE OF THE PROPERTY STORED IN THE SPACE AND THE MAXIMUM LIABILITY OF THE OWNER FOR ANY CLAIM.

9. USE AND COMPLIANCE WITH LAW. The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Premises, and will keep the Space and the Premises in good condition during the term of this Agreement. The Occupant agrees not to store any explosives, or any flammable, odorous, perishable or noxious property. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space or on the Property. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Premises, or if the Space or the Premises shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.

10. CONDITION OF THE PREMISES. Occupant assumes responsibility for having examined the Premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Occupant covenants and agrees to keep the Space in as good repair and condition as the same is in at the commencement of the term, or may be put in thereafter. The Occupant agrees to peaceably surrender the Space to Owner at the termination of this Agreement simply and in broom clean condition and otherwise in the same order, repair and condition as described in this paragraph.

Any dirt, debris, unwanted items, refuse and like matter shall not be stored but shall be removed from the Premises by Occupant.

11. ALTERATIONS, SIGNS AND WASTE. The Occupant shall not make nor suffer any alterations of the Space nor post signs without the express written consent of the Owner. The Occupant shall not commit nor permit any waste in the Space or on the Owner's property.

12. OWNER'S RIGHT TO ENTER, INSPECT AND REPAIR SPACE. Owner shall have the right, upon reasonable prior notice to Occupant, except in cases of emergency, in which event, no such notice shall be required, to enter the Space (and break the lock thereto, if necessary) for the purpose of examining the same for violations of this Agreement and for making repairs or alterations to the Space.

13. DEFAULT, OWNER REMEDIES AND LIEN. IN ADDITION TO ALL OTHER RIGHTS ALLOWED BY LAW TO A CREDITOR AGAINST HIS DEBTOR, THE OWNER SHALL HAVE A LIEN, IN THE EVENT OF A DEFAULT BY

OCCUPANT HEREUNDER, ON ALL PERSONAL PROPERTY STORED WITHIN THE SPACE FOR THE AMOUNT OF ANY RENT, SALES TAX, LABOR, INSURANCE OR OTHER CHARGES INCURRED IN RELATION TO SUCH PROPERTY AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PROPERTY OR REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION IN ACCORDANCE WITH APPLICABLE LAW. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND IN THE PAYMENT OF EACH AND EVERY INSTALLMENT OF ANY RENT OR ADDITIONAL CHARGE TO BE IN ACCORDANCE WITH THIS AGREEMENT. OCCUPANT SHALL BE IN DEFAULT IF ANY SUCH RENT OR CHARGES SHALL BE DUE AND UNPAID OR IF THE OCCUPANT SHALL FAIL OR REFUSE TO PERFORM ANY OF THE COVENANTS, CONDITIONS OR TERMS OF THIS AGREEMENT. IF SUCH DEFAULT CONTINUES FOR MORE THAN FIVE (5) DAYS, OWNER, AT ITS OPTION, MAY (A) TERMINATE OCCUPANT'S RIGHT TO USE THE SPACE AND TO STORE PROPERTY THEREIN; (B) DOUBLE-LOCK THE SPACE OR OTHERWISE DENY OCCUPANT ACCESS THERETO; (C) ENTER THE SPACE FOR THE PURPOSE OF TAKING INVENTORY OF THE PROPERTY STORED THEREIN AND FOR THE PURPOSE OF REMOVING ANY PERSONAL PROPERTY FOUND THEREIN AND MOVING IT TO A PLACE FOR SAFEKEEPING AT THE EXPENSE AND RISK OF OCCUPANT; AND (D) ENFORCE ITS LIEN BY SELLING THE STORED PROPERTY AT A PUBLIC OR PRIVATE SALE IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE LAW AND APPLY THE NET PROCEEDS FROM SUCH SALE TO THE PAYMENT OF ALL SUMS DUE TO OWNER FROM OCCUPANT HEREUNDER, AND TO PAY OVER THE BALANCE, IF ANY, ON DEMAND TO OCCUPANT. The date of such sale shall constitute the date of the termination of this Agreement. In the event this Agreement is terminated for breach of any obligation of Occupant. Occupant shall remain personally liable for the payment to Owner of all accrued and unpaid rent and all other charges due to Owner hereunder at the time of termination of this Agreement.

14. OCCUPANT'S RIGHTS IN THE EVENT OF DEFAULT. (A) Any time prior to the sale of Occupant's property, any person verifying a right in the property may pay the amount necessary to satisfy the Owner's lien and to reimburse Owner for all amounts then owed to it under this Agreement, in which event the property shall be released to the payer. Notwithstanding the foregoing, Owner shall not be obligated to accept payment and release the property to the payer unless such payment is made in cash or by bank certified check or checks. Upon release of such property to the payer, Owner shall have no further liability to any person with respect to such property. (B) Notwithstanding Owner's right to double-lock the Space or otherwise deny access thereto. Occupant

must lock Space with Occupant's own lock if Occupant satisfies Owner lien and wishes to continue to occupy Space.

15. ABANDONMENT OF OCCUPANT'S PROPERTY. (A) In the event that a storage unit is unlocked, and the rent on the unit is past due, and the entire contents of the unit have a total value under \$500, the property shall be deemed abandoned. Such property may then be removed from the self-service storage facility unit and shall be retained for 30 days. If after 30 days, the Occupant does not claim such personal property and any of the rent, charges, fees, or expenses remain unpaid, and there is no lienholder of record, the Owner may dispose of the property without notice to the Occupant. (B) In the event that a storage unit is locked, and the rent on the unit is past due, and the entire contents of the unit have a

total value under \$500, the property shall be deemed abandoned. If after 30 days, the Occupant does not claim such personal property and any of the rent, charges, fees, or expenses remain unpaid, and there is no lienholder of record, the Owner shall be exempt from requirements of RSA 451-C:5 and RSA 451-C:6, may remove such property from the self-service storage facility unit, and dispose of the property without notice to the Occupant.

16. BANKRUPTCY AND OTHER LEGAL ACTIONS. In the event that the Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him/her or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action wherein the use and occupancy of the Space by Occupant is in issue, then the Owner, other than as provided by law, may at its option terminate this Agreement, and the Occupant shall thereafter have no right, title or interest in or to the Space, or the Owner may at its option declare this Agreement to be in default, and pursue all rights and remedies granted in accordance with this Agreement.

17. BREACH OF COVENANTS AND CONDITIONS. A breach of any of the covenants or conditions by the Occupant shall at the option of the Owner terminate this Agreement, and if so terminated, this Agreement shall be null and void.

18. WAIVER. No waiver by the Owner, its agents, servants or employees of any breach or default by Occupant in the performance of any covenant, term or condition of this Agreement shall constitute waiver of any subsequent breach or default by Occupant in the performance of any term, covenant or condition of this Agreement.

19. CHANGE OF TERMS. All of the terms, charges, conditions or covenants of this Agreement are SUBJECT TO CHANGE SOLELY BY OWNER UPON THIRTY (30) DAYS' prior written notice to the Occupant. If changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner TEN (10) days' prior written notice to terminate. If the Occupant does not give such notice, the change shall become effective and apply in accordance with the terms of the notice.

20. RECOVERY OF ATTORNEY'S FEES AND COSTS. In the event any action is instituted or any other proceedings taken to enforce any term, covenant or condition contained in this Agreement or to recover any rent or additional charge due hereunder, or to recover possession of the Space for any default or breach of this Agreement by the Occupant, the Occupant shall pay the Owner reasonable attorney's fees, costs and expenses in connection with such action or proceedings.

21. **ASSIGNMENT.** The Occupant shall not permit any other person to jointly occupy the Space which is the subject to this Agreement, nor may the Occupant assign this Agreement, without the express written permission of the Owner in advance.
22. **NOTICES.** Any notice required to be given under this Agreement must be in writing and addressed to the other party. Any address change from Occupant may be changed only by written notice and is not valid until acknowledged in writing by the Owner. All notices from Owner or Manager shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.
23. **ACCESS.** Occupant shall have access to the Space during normal hours of operation as posted in the office of the Premises. Such hours are subject to change by Owner. Owner is not responsible if events beyond the Owner's control prevent Occupant access. If rent is not paid within five (5) days following the monthly due date, Owner may, without notice, deny the Occupant access to Occupant's property located in the Space or otherwise at the Premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner and/or Manager to deny access to Occupant to all rented Spaces. Occupant's access may be conditioned in any manner deemed necessary by Owner or manager to maintain order and protect the Premises and the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and searching vehicles and contents. Neither Owner, Manager nor any of their respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Premises or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. Access will be denied to any party other than the Occupant, unless said party retains gate code and key to lock on the Space or has supplied Owner or Manager with written authorization from the Occupant to enter the Space.
24. **SEVERABILITY CLAUSE.** If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall continue in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
25. **SUCCESSION.** All of the provisions of this Agreement shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties to this Agreement.
26. **STATE LAW TO APPLY.** This Agreement shall be construed under and in accordance with the laws of the state where the Premises is located and the Occupant specifically waives trial by jury in any action commenced for any reason whatsoever.
27. **EXCLUSIONS TO WARRANTIES.** The agents and employees of the Owner are not authorized to make any warranties about the Space referred to in this Agreement. **NO ORAL STATEMENT BY THE OWNER'S AGENTS OR EMPLOYEES SHALL CONSTITUTE WARRANTIES**, and such statements shall not be relied upon by the Occupant and they are not part of this Agreement. The entire agreement and the understanding of the parties to it is embodied in this writing, and **NO OTHER WARRANTIES** are given beyond those specified in this Agreement. The parties to this Agreement 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 Space. It is further understood and agreed that the Occupant has been given an opportunity to inspect the Space and has done so, and agrees to occupy the Space AS-IS CONDITION WITH ALL FAULTS.

28. ENTIRE AGREEMENT CLAUSE. This Agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendments or alterations of the terms of this Agreement shall be binding upon parties unless they are in writing, dated subsequent to the date of this Agreement, and duly executed by the parties, or modified pursuant to the provisions of this Agreement.
29. RULES AND REGULATIONS. Occupant covenants to comply with all rules and regulations as posted at the facility from time to time. Owner shall not be liable to Occupant for the failure of other occupants of the Premises to conform to such rules and regulations.
30. HEADINGS. The headings of the various provisions of this Agreement have been included only for the convenience of the parties, and are not to be used in construing this Agreement nor in ascertaining the intention of the parties.
31. SUBORDINATION. This Agreement is and all of Occupant's rights hereunder are and shall always be, subject and subordinate to any mortgage, security interests or instruments or any other documents given as security (collectively called Mortgage) that now exist or may hereafter be placed Upon the Premises or any portion thereof and to all advances made or to be made thereunder and to the interest thereon, and any and all renewals, replacements, modifications, consolidations, extensions thereof. Occupant will recognize any Mortgage holder or purchaser, as the case may be, as landlord under this lease for the balance of the term remaining, subject to all the terms of the lease, and upon request of such holder or purchaser. The aforesaid provisions shall be self-operative.
32. FORCE MAJEURE. A. Neither party hereto shall be liable to the other for default in performance of any of the terms and provision of the Agreement if caused by fire, strikes or labor disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties. B. Neither Owner nor Occupant shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, Strikes, Lockouts, Material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Owner or Occupant and which by the exercise of due diligence Owner or Occupant is unable, wholly or in part, to prevent or overcome.
33. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY. Owner, Manager and their respective agents, employees and affiliates shall not be liable to Occupant for injury or death as a result of Occupant's use of the Space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Manager or any of their respective agents, employees or affiliates.

34. **LOCKS.** Owner and Manager shall have the right to assume that possession of a key and gate code is evidence of authority to enter Occupant's Space. Should Occupant appoint another person or entity to enter the Space, Occupant shall be responsible for the conduct of such person or entity. Occupant shall provide, at Occupant's own expense, a lock or other security device for the Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Space. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the Space is rendered unsecure in any manner, Owner or Manager may, at its sole option, take whatever measures are deemed reasonably necessary by Owner or Manager to re-secure the access to Occupant's Space.

Occupant shall not provide Manager or Manager's employees or agents with a key and/or combination to Occupant's lock or security device unless deliveries are to be accepted by Manager on Occupant's behalf, pursuant to a separate written agreement to that effect.

35. **FINANCIAL INFORMATION.** Neither Owner nor Manager warrants or guarantees that any of Occupant's financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner, Manager and their respective agents, employees and affiliates for damages arising from the use of said information by others.

36. **TEMPERATURE or CLIMATE CONTROL (AS APPLICABLE).** The temperature or climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and neither Owner nor Manager guarantees that temperature and humidity will not fluctuate. Occupant releases Owner, Manager and their respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner, Manager or their respective agents, employees or affiliates.

37. **PERMISSION TO CALL, FAX, E-MAIL OR TEXT.** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner or Manager from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner or Manager phoning, faxing, e-mailing and texting (including automated texts and calls) Occupant with marketing and/or other business related communications.

38. **STORAGE OF MOTOR VEHICLES.** In the event that any motor vehicle remains stored in the Space after termination of this Agreement and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

39. **MILITARY SERVICE.** If you or your spouse are a member of the "uniformed services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service you must

provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.

40. NOTICES FOR LIEN. (A) Notice to Lienholder. I. An Owner shall inquire in writing, by verified mail, to determine from the division of motor vehicles and the secretary of state with regard to a motor vehicle, and from the secretary of state with regard to other personal property, whether a lien exists upon the title to said motor vehicle or other personal property. Any such written inquiry that requests information on financing statements filed under RSA 382-A shall be in the form, and subject to the fees, required by that chapter. If no lien is found, or in the case where the inquiry had been made in writing and no response is received from the division of motor vehicles or the secretary of state within 14 days after such inquiry is sent by verified mail, the Owner may proceed to sell or otherwise dispose of such personal property as prescribed by this chapter. II. If determination is made under the procedure described in Paragraph I that a lien exists, a notice of sale under this chapter shall be sent by verified mail to the last known address of each holder of a security interest or lienholder in accordance with RSA 382-A:9. The notice shall state the time and place of the sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed. The notice shall be sent at least 20 days prior to the date of the sale, except that in the case of a motor vehicle, notice shall be sent at least 30 days prior to the date of the sale. Notwithstanding any other provision of this chapter, any lienholder having a properly perfected lien or security interest shall be entitled to remove such personal property from the Owner's possession or from the Occupant's self-service storage facility unit within 20 days of the date of mailing of the notice of the sale, without attachment of the lien established under RSA 451-C:2 or any further obligation to the Owner of the self-service storage facility. The lienholder's right to possession of the personal property is established under this chapter notwithstanding the lack of breach by the Owner of such personal property under the debt instrument or security agreement creating the lien or security interest on such property. The Owner shall not be responsible for determining priority as between any competing lien holders. If the Owner and the lienholder who has received the notice agree to store the personal property at the facility, the lienholder shall pay the amount of the rent, charges, fees, or expenses due from and after the date of the notice to the lienholder, and pay the monthly rental fee until such personal property is removed from the facility.

(B) Notice of Sale. A notice of the sale shall be served upon the Occupant in person or by verified mail at the last known 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.

(C) Sale. If any of the rent, charges, fees, or expenses referred to in this chapter shall remain unpaid for 30 days, and after complying with the provisions of RSA 451-C:4 and RSA 451-C:5, the Owner may sell such personal property at a private or public sale, and the proceeds shall first be applied to satisfy such rent, charges, fees, or expenses. Proceeds remaining after the sale and payment of rent, charges, fees, or expenses to the Owner shall then be paid to any lien holders of record, as their interests may appear, with any remaining proceeds to be paid to the Occupant.

IMPORTANT

By placing initials below, Occupant further acknowledges that he/she has read, understands and agrees to the provisions of this Agreement.

_____ A. All rent due on the DueDay day of each month.

_____ B. A late fee is charged on the 5th day of continuous non-payment. The five days include the due date. Cash or money order is needed to eliminate double locking.

_____ C. Checkouts 5 days after the first day of rental period pay full month's fee. You must notify Manager 10 days in advance of vacating.

_____ D. Report any change in address and phone number in writing to the Owner at above address.

_____ E. It is Occupant's responsibility to carry insurance. Owner assumes no liability for same.

_____ F. Owner has a lien on all goods for payment of fees due and may sell or otherwise dispose of same with proper notice.

_____ G. Occupant must supply a lock to secure his/her leased Space. If a lock is not on the Space after the date of the transaction above, Owner has the right to put a lock on, charge the Occupant for the lock, and mail the lock keys to the Occupant by certified mail, return receipt requested. Also, Owner reserves the right to remove any lock if the Occupant's Space has two locks on it for the purposes of double locking the Space due to delinquency.

_____ H. Occupant agrees to pay a \$20.00 charge in addition to any late charges accrued for any returned check.

_____ I. All contents of Space, including trash, shall be removed from Premises by Occupant upon vacating.

_____ J. Occupant agrees that contents of Space will not be valued at more than \$5,000.00.

KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. IN TESTIMONY WHEREOF, the Owner has caused this instrument to be executed in duplicate and Occupant has hereunto affixed his signature on the date and year first above written. Occupant acknowledges receipt of a fully executed copy of this Agreement.

Dated this _____ day of _____, 20_____

OCCUPANT: _____

Signature

Print Name

Telephone: (_____) _____ (_____) _____

Cell

Home

Email: _____ Occupant may agree to receive notice
by e-mail only. If you choose to receive notices by e-mail only, please indicate here: _____ (Initial)

EMERGENCY CONTACT: Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Owner: Yvon Cormier Construction Co. dba Derry Self Storage

Authorized Signature