

Rental Agreement

Unit(s) # _____

Canaan Self Storage
61 Flints Crossing Road
Canaan, New York 12029
518-781-4600

This agreement, dated this ____ day of _____, 2015, is between Canaan Self Storage, hereinafter

“Owner”, and _____, hereinafter “Tenant”.

The contact information for Tenant is as follows:

Mailing Address: _____

Telephone: _____
 Cell Work Home

Email: _____

Alternate Contact: _____

1. The Owner, hereby rents to the Tenant and the Tenant hereby hires from the Owner the above Unit(s) on a month-to-month basis commencing on 1st day of _____, 2015. The tenancy shall continue monthly thereafter until terminated for the above described self-storage Unit(s). Tenant shall pay a pro-rated amount of rent from the date of this Agreement until the 1st day of _____, 2015.
2. The monthly rent for the above Unit(s) shall be \$ _____.
 - A. The above monthly rent shall be payable in advance on the 1st day of each month during the term of this Agreement. Any occupancy into a new monthly period requires that a full month's rent be paid. No refunds or prorations will be given.
 - B. Tenant shall pay to the Owner at the time of execution of this Agreement a security deposit equal to one month's rent (waived for Automatic Monthly Credit Card Payments) to secure the Tenant's faithful performance of all of the terms of this Agreement. Tenant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. The deposit shall be returned to the Tenant after Tenant surrenders the rented space to Owner. At Owner's sole option, amounts may be withheld from the deposit to compensate Owner for rent, or any charges

due and unpaid under this Agreement at the time Tenant relinquishes, abandons, or otherwise loses possession of the storage space by operation of law.

- C. Tenant shall pay a late charge of \$10.00 if the total monthly charge is not paid within ten (10) days of the due date. Access will be denied and in addition the owner will place their own lock on the unit until the monthly fee and late charge is paid. A \$20.00 additional rent fee will be charged for any returned check or the amount charged to Owner by Owner's bank if greater than \$20.00.
- D. Insurance: Owner does not have any obligation to place or maintain insurance on Tenant's property stored in the storage unit or on the premises. Tenant understands and agrees that it is solely the Tenant's responsibility to maintain its own insurance. If Tenant wishes to have his/her property covered by insurance, Tenant must obtain separate coverage. By placing his/her initials here Tenant acknowledges that he/she has read and understands the rights and obligations of the parties as to insurance.

Initials: _____

All personal property stored within or on the premises by Tenant shall be at Tenant's sole risk. Owner and Owner's agents shall not be liable to Tenant for any damage to, or loss of, personal property or personal injury while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, acts of God or the active or passive acts or omissions or negligence of Owner or Owner's agents. Owner, Owner's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of their storage space or the premises, even if such injury is caused by the active or passive acts, omissions or negligence of Owner, Owner's agents, or employees.

3. Tenant shall provide, at Tenant's own expense, a lock for the premises which Tenant, in Tenant's sole discretion, deems sufficient to secure the premises. Owner may, but is not required to, lock the space if it is found open. If the lock is removed from said premises, this will serve as notice to the Owner that Tenant has terminated this agreement.
4. Owner shall have the right to enter the self-storage premises at reasonable times to inspect or conduct repairs and, if necessary, Owner shall have the right to move contents of self-storage premises to another self-storage unit.
5. This Agreement shall be governed by the provisions of 182 of the Lien Law of the State of New York. The Tenant agrees that the Owner does not, by the execution hereof, become a bailee, warehouseman, or storer of any property that may be stored in the self-storage facility referred to herein; and the Owner does not accept control, custody, or assume any responsibility for the care of the Tenant's property. The Owner shall not be required to keep, maintain, or file any list or inventory of any property stored in the self-storage unit referred to herein.
6. Tenant hereby agrees that Owner shall have a lien and enforcement provisions provided pursuant to 182 of the Lien Law of the State of New York. Said Law provides as follows: "LIEN: The owner of a self-storage facility has a lien upon all personal property stored at a self-service storage facility, for occupancy fees or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to law and any other charges pursuant to the occupancy agreement. The lien provided for in this section is superior to any other lien or security interest."

7. If in the course of Owner exercising his lien rights he has to inventory Tenant's property, Owner will charge a fee of Fifty Dollars (\$50.00) per such inventory or the conduct of any auction-related activity by Owner or any of the Owner's employees.
8. Notices: All notices required by law, or by the Agreement, may be sent to Tenant at any of the addresses given by Tenant above, by first class mail, postage prepaid, and shall be deemed given when deposited in the United States Mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five days after mailing, unless returned to Owner by postal service. Tenant is responsible for notifying Owner in writing of the change of address unless given in writing by Tenant, and sent to Owner at Owner's address given in this Agreement, by first class mail, postage prepaid. Any terms of this Agreement may be changed by Owner by giving of written notice by United States Mail as provided in this paragraph, ten (10) days prior to the expiration of any month.
9. Indemnification: Tenant will indemnify, hold harmless, and defend Owner from all claims, demands, actions or cause of action (including attorney's fees and all costs) that are hereafter brought by others arising out of the Tenant's use of the premises, including claims for Owner's active negligence.
10. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, contraband, live animals, goods which may emit odor, hazardous and/or toxic waste or other pollutants, not perform any welding, or perform any other inherently dangerous activity on the premises. Tenant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other Tenants in the facility. Tenant acknowledges and agrees that the premises and facility are not suitable for the storage of heirlooms, valuable collectibles, works of art, or other irreplaceable property or items which are claimed to have special or emotional value to Tenant. Tenant agrees that the value of any such item shall not exceed for any purposes here the salvage of the raw material of which the item is constituted.
11. Owner reserves the right to increase the month to month rent with 30 days advance notice to Tenant.
12. This is a month to month Rental Agreement that can be terminated at the end of any monthly period by either party providing ten (10) days written notice to the other at the address set forth above. Tenant must be paid up on all rent, fees, or charges currently owed to terminate this Agreement. Tenant must remove from owner's premises all property belonging to Tenant and lock removed from unit. Tenant must leave unit clean, undamaged and in rentable condition. Rent continues to be incurred until all the above conditions have been met. Any security deposit due Tenant will be remitted by Owner by check within ten (10) business days after proper termination of this rental agreement.

_____ Initial indicating understanding of all the above conditions. Failure to adhere to all above conditions will result in forfeiture of security deposit. Any cost incurred in the removal of goods will be charged to the Tenant's account and Tenant hereby agrees to pay for said cost.

THIS AGREEMENT constitutes the entire agreement between the parties, and there are no understandings or representations other than that as specifically set forth herein. The above is hereby agreed to on the date first written above.

Canaan Self Storage

By: _____
(Manager)

(Tenant)