

Rental Agreement

This agreement has been made and entered into on 3/12/2019 by and between

Your Name Here

123 Main St

City, MA 11111

ABC Mini-Storage

621 S. Canal St.

P.O. BOX 2541

Holyoke, MA 01041

Unit Number: 00A26

Rate: \$0.00 per month.

hereinafter called User, and

hereinafter called Owner.

Lease begins 3/12/2019 and terminates with written notice.

Next payment of \$0.00 is due on 3/12/2019.

WITNESSETH: Owner does hereby lease to User and User does hereby take as User, the storage space more particularly described as unit number 00A26, upon the terms and conditions hereafter set out.

1. User agrees to pay to Owner at 621 S. Canal St. heretofore stated, without notice or demand, the monthly rent stated on reverse side of this sheet, on the first day of each rental month in advance. User shall pay as addition rent a \$10.00 administrative late charge on all rental payment more than ten (10) days late to reimburse the costs and expenses incurred by the Owner due to User's failure to make rental payments when due. In addition, User agrees to pay interest at the annual rate of 18 percent on all balances over 30 days.
2. The monthly rent may be adjusted upon 30 days written notice to the User. User agrees to pay the actual rental, late fees, (No notice of rent due will be sent by Owner. Prompt payment is the obligation of the User's).
3. This agreement is on a month-to-month basis commencing on the transaction date specified above and continuing each rental month thereafter until terminated as provided herein. Each rental month shall correspond with a calendar month beginning on the first day of each calendar month. This rental agreement shall be automatically extended from month to month unless the User, in writing, delivers to Owner a notice of its intention to terminate this agreement Ten (10) days prior to the end of the then current rental month. Termination of this agreement by the User is not complete until the appropriate notice is given and the Unit is left vacant, unlocked and broom clean to the satisfaction of the Owner. User may not abandon property to the landlord not use Owner's refuse disposal service without prior permission. Vacating the Unit prior to the end of a rental month shall not entitle User to refund of rent. There is a fee of \$15.00 payable each and every time a User's check is returned by their bank.
4. The Unit shall be used and occupied for the purpose of storing personal property belonging to the occupant. Any property to be stored that is subject to a security interest must be disclosed by User and authorization from the secured party must be provided. User shall not use the unit for human habitation nor for the storage of living animals or their carcasses. USER SHALL NOT STORE ANY HAZARDOUS MATERIAL including but not limited to FLAMMABLE CHEMICALS, PETROLEUM PRODUCTS, POISONOUS, IRRITANT, OR CORROSIVE CHEMICALS OR GASSES, AGRICULTURAL OR TOBACCO PRODUCTS, any items or materials which might endanger other User's belongings or the health and safety of members of the public, or any other materials which may violate any law or ordinance of the City of Holyoke or the Commonwealth of Massachusetts. Owner reserves the right to inspect items intended for storage. Final decision of an item's suitability for storage is left to the Owner's determination. Owner or its agents may, but are under no duty to, enter the storage unit at any time when in the judgement of the Owner or Owner's agents such entry is necessary for the protection of the building or property therein, or for inspection or repairs. To make such entry, inspection or repairs, Owner or its agents may forcibly enter the same without prior notice to the User without rendering Owner liable for any damages.
5. OWNER DOES NOT CARRY ANY INSURANCE ON USER'S PROPERTY. PROPERTY STORED IN THE LEASED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE. All property is stored within the unit shall be at user's sole risk and expense. No bailment is created under this contract. The Owner does not take custody, control, or possession over the contents of the unit and does not assume any liability for protection of the premises, unit or contents. Any insurance which may be carried shall be for the sole benefit of the party carrying such insurance.

THE DUTY TO INSURE AND PROTECT THE GOODS RESTS SOLELY WITH THE USER.

Owner shall not be liable to the User or to the User'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 person. Including owner's agents, servants or employees on the Owner's property. User hereby agrees to indemnify and save the owner harmless from and against any and all claims for damages to property or personal injury including attorney's fees or costs arising from the User's use of the unit or of the User's property or from

6. Not heat, utilities or locks are provided by the Owner. The Owner will not be liable for any damages brought about by failure to keep the premises in repair and will not be liable for waste pipes or tank: snow, ice, rain, flood, heat, freezing, wind, hail, lightning, fire, burglary, theft, deterioration, vermin, pests, or inherent defect. If the unit is rendered untenantable, in landlord's judgement by fire, storm or other casualty, this agreement shall terminate on the date of such destruction or damage and rental shall be accounted for as of that date.
7. User shall not alter the unit or change any partition and will not paint, paper, decorate, screw, nail bore, mark, drill, or in any way deface the Unit or building nor use any electrical appliances without the prior written consent of the Owner.
8. THERE EXISTS A LIEN UPON ALL OF THE PROPERTY WITHIN THE STORAGE UNIT AS SECURITY FOR THE PAYMENT OF RENTS AND OTHER FEES. THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE USER IS IN DEFAULT.
9. If the User fails to pay the rents when due or fails to perform any of the agreements of conditions herein. User will be in default and Owner may proceed to foreclose the Owner's liens to take any other action deemed necessary to remove the default including the termination of this agreement upon five(5) days' written notice to the User and any charges or expenses thereby incurred by the Owner will be reimbursed by the User. User hereby agrees to indemnify Owner and hold it harmless from any loss, damage, expense of claim arising out of the User's acts or omissions to act and Owner shall not be liable to User for any loss or damage that may be occasioned by or through that act of omission to act of other tenants, occupants, user, its agents, or any other person.
10. Notices hereunder shall be in writing and shall be deemed delivered, whether actually received or not, one day after being deposited, postage prepaid, return receipt requested, addressed to the parties named on the agreement and the addresses shown on the Agreement or the last known address, if different.
11. If any terms of this agreement are enforced through an attorney at law, User agrees to pay reason able court costs in connection therewith. This agreement contains the entire agreement between the parties and no representation, inducement promises, or agreements, oral or otherwise, between the parties not set forth herein shall be of any force or effect. No failure of the User to exercise any power given Owner hereunder, or to insist upon strict compliance by occupant of any obligation hereunder, and no custom or practice at variance with the terms hereof shall constitute waiver of Owner's right to demand exact compliance with the terms hereof.
12. In all respects, time is of the essence in this agreement. This agreement is a Massachusetts contract and shall be governed by laws of the Commonwealth of Massachusetts. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.
13. User shall not assign this agreement or sublet the unit or any part thereof. Owner may assign its rights hereunder or in the premises and tenant's obligation shall not be affected. User agrees to pay rent to such assignee upon receipt of notice of such assignment.

Move-In Charges Detail

	Monthly Rent	Security Charges	Admin Deposit	Insurance Fee	Lock/ Premium	Misc.	Taxes	Credit	Total
3/12/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

OWNER

USER