

GATES SELF STORAGE

35 Elmgrove Park * Rochester, New York 14624

RENTAL AGREEMENT

Unit Number _____ Lease Date _____

Rent \$ _____ Expiration Date _____

Size _____

Tenant Name _____

Address _____

Home () _____ Business () _____

Driver's License Number _____

Employer Name _____

Employer Address _____

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 sent forth above; or (b) if a month-to-month term, at the end of the 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 GATES SELF STORAGE, at 1711 North Clinton Avenue, Rochester, New York 14621-1598, 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 \$ _____ shall be payable by Tenant for 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 security of damage 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 within twenty (20) 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 by Owner for the collection of such monies due. Tenant may not apply the security deposit as rent without Owner's consent.

4. **Use of the Unit:**

- (a) Tenant shall use the unit only for the storage of Tenant's personal property, however said property shall not consist of any flammable or hazardous material of any nature, or any material in violation of any law or zoning, fire or other 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. Electricity supplied to the unit shall be used for necessary lighting only, and for no other purpose.
- (b) Tenant shall maintain the premises in good condition and repair and at the expiration of the Agreement, return the premises "broom clean" and in the same condition as at commencement of Tenant's occupancy. Tenant shall be responsible for any damage caused to the premises as a result of Tenant's occupancy or acts.
- (c) Tenant shall not make any alterations, install any fixtures, paint, mark, cut, drill or drive nails or screws into, or in any way deface or alter any part of the premises, nor shall Tenant place any sign on the premises. In the event of a violation hereunder, Tenant shall at his sole cost and expense, restore the premises to the original condition at occupancy. Should Owner incur any expense 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 collect of such debt.
- (d) 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.

(e) Tenant shall comply with any requirements either or any governmental body having jurisdiction over the premises or with requirements make by any insurance company insuring the Owner's interest in the property.

5. Expiration: Upon expiration, Tenant shall remove all personal property from the premises. Owner may, at its option, dispose of property no so removed, at Tenant's expense, or retain same as abandoned property.

6. Default by Tenant: Each of the following events shall be deemed a default by Tenant in the terms of this agreement: (a) Nonpayment of rent by the 5th day of the month for which the rent is due. (b) Abandonment of the premises by Tenant. (c) Failure to comply with any of the terms and conditions of this Agreement. Upon default, Owner may cancel this Agreement 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 or other charges, present or future, as more fully described in New York 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 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 fees and court costs.

In the event of the Tenant's default, Owner may avail itself of any remedy provided by law or this agreement including, but not limited to the following, an exercise of one or more of which remedies shall not constitutes a waiver of 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 this 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 provided protection or security for the units 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 of Tenant's property when such loss or damage is caused by the negligence of third parties, other Tenants or acts of God.

9. Insurance: Any insurance carried by either 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 the acts or omissions of any other Tenant or persons.

11. Condition of Unit: Tenant has inspected the 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-visiable 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, inspection of the premises, showing of the 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 Tenant.

13. Assignment: Tenant may not assign this agreement or sublet the unit or give any other person the right to use the unit without prior written consent of Owner.

14. Notices: 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. 15-30 day written notice is required before leaving.

15. Subordination: This lease/agreement is subordinate and subject to any mortgage 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.

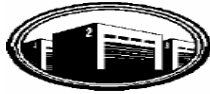
17. Access: It is agreed that Tenant will have access to the leased premises/unit only during the hours posted by Owner.

18. 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 a conspicuous location at rental office at 35 Elmgrove Park, Rochester, New York 14624.

GATES SELF STORAGE

By _____ Tenant _____

Dated: _____ Dated: _____



GATES SELF STORAGE
35 ELMGROVE PARK
ROCHESTER, NEW YORK 14624

I understand that in signing this agreement, I agree to all of the specifics in the lease and also to the following additional terms:

My Security Deposit will be refunded to me after I have surrendered my key # _____ for Unit # _____ to an employee of Gates Self Storage (or have placed it into the key drop box) and after an employee has checked my unit for "Broom Clean Conditions." I understand that if said key is lost or stolen or if my unit is not found in "Broom Clean Condition," I will forfeit my Security Deposit.

I further understand that for security purposes, I will need to put my own lock on my storage unit door, in addition to the lock that is supplied.

I also understand that should I terminate the lease before I occupy this unit, (within 72 hours) my \$ _____ Security Deposit will not be refundable.

Tenant

Rental Agent

Date