

GATES SELF STORAGE RENTAL AGREEMENT

35 Elmgrove Park
Rochester, NY 14624
585-429-9830



GatesSelfStorage.com
info@gatesselfstorage.com

Unit Number _____ Size _____ Lease Start Date _____

Rent \$ _____ Key _____ Vehicle Storage? Y N

Tenant/Business Name _____

If business, contact name _____

Address _____

City _____ State _____ Zip _____

Home () _____ Work () _____

Cell () _____ Other () _____

Email _____

Driver's License # _____ Exp _____ DOB _____

Employer Name _____

NOTICE:

- ***The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.***
- ***Monthly rent is payable to GATES SELF STORAGE, 35 Elmgrove Park, Rochester, NY 14624 in advance on the first day of each month during occupancy without prior notice, demand or billing statement.***
- ***Owner reserves the right to increase rent at any time, change the terms and conditions of occupancy, or terminate this agreement by giving Tenant a thirty (30) day written notice via first class mail to Tenant's last known address or to the email provided.***

1. **Rental of Unit:** Owner hereby rents to Tenant the storage unit described above; Tenant agrees the term of occupancy is to commence on the Lease Date stated above and shall continue on a month-to-month tenancy. The terms of occupancy shall automatically renew unless terminated by either side on not less than thirty (30) days written notice in advance of the cancellation date. Owner reserves the right not to renew this Agreement for any cause.

2. **Rent:** Rent for the first month must be paid prior to occupancy. A late charge of 4% shall be payable by Tenant for each month rent is not received by Owner on or before the 5th of the month. In the event a payment is returned uncollected, Tenant agrees to pay a \$30.00 per incidence fee whether made by check, credit card or any other method.

3. **Security Deposit:** Tenant shall pay to Owner a deposit of \$45.00 (\$90.00 on 10x30 and 10x35 units) as security of damage Owner may incur as a result of Tenant's breach of this agreement, failure to clean and repair the unit, or to return unit cylinder and/or keys. The balance of the security deposit shall be refunded to Tenant within thirty (30) days without interest. Tenant may not apply the security deposit as rent without Owner's consent.

4. **Use of the Unit:**

- (a) Unit is to be used only for the storage of personal property solely owned by Tenant, 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 contain trash, personal

waste or bodily fluids, food or beverage or anything edible that may attract animals, rodents, insects, etc. The unit shall not be used for human or animal occupancy, to conduct a business, for cooking, sleeping, consumption of alcoholic beverages, car repairs or any dangerous activity, in any way that is a nuisance to the Owner or other Tenants, or for any unlawful purpose.

- (b) Tenant acknowledges and understands that the storage is not suitable for and it is not recommended to be used for items of sentimental, intrinsic or extraordinary value, including, but not limited to, heirlooms, irreplaceable documents or records, artwork, irreplaceable or invaluable property, or other objects for which no immediate resale market exists as well as objects of special or emotional value to Tenant. (see
- (c) Tenant must always ensure provided cylinder lock is in place when unit is not in use.**
- (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 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.
- (f) 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 be financially responsible to restore the premises to the original condition at occupancy. Should Owner incur any expense as the result of Tenant's failure under this paragraph (f), Tenant shall be liable for any such expenses incurred by Owner and for reasonable legal and administrative fees incurred by Owner in the collection of such debt.
- (g) In the event Tenant fails to return the unit in clean, reasonable and re-rentable condition, Owner shall restore the unit to a rentable state and invoice Tenant for all costs and expenses incurred due and payable by Tenant within ten (10) days of invoice date. Tenant shall be further responsible for any legal expenses and administrative fees incurred by Owner for the collection of such monies due.
- (h) Tenant shall comply with any requirements by any governmental body having jurisdiction over the premises or with requirements made 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 any and all property not removed, at Tenant's expense, or retain same as abandoned property.

6. Default and Remedy: Owner has a lien on all property stored at this facility for occupancy charges, present or future. This lien is superior to any other lien or security interest and attaches as of the date the property is brought to the facility. 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. Owner reserves the right to overlock Tenant's unit when Tenant is in default for any reason. In the event of a lockout, rental charges shall continue until paid in full or until termination of this agreement by Owner. Owner reserves the right to demand payment by cash only on any past due accounts and to only accept payment in full on any past due charges. In the event the account is in arrears and Owner has started its lien enforcement process, any payments made to stop the lien must be made by cash, certified check or money order. Partial payments, if accepted, will not delay or stop the sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment of Tenant's account prior to the auction will stop the scheduled sale of the property. Any further costs incurred by Owner by reason of Tenant's breach of any provisions of this agreement shall be deemed additional occupancy charges and may be demanded by Owner at any time.

7. Indemnity: 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. Owner shall not be liable to Tenant, Tenant's invitees, family members, employees, agents or servants for any personal injury, loss or damage to any of Tenant's property when such loss or damage is caused by the negligence of third parties, other Tenants, rodents, insects, or acts of God. Tenant indemnifies and holds owner harmless against any and all claims for damages to property or personal injury including attorney's fees or costs arising from Tenant's use of the storage unit, or of the Owner's property. Should any of the Owner's employees perform any service for the Tenant at the Tenant's request, such employees shall be deemed to be agents of the Tenant regardless of whether payment for services is made or not and Tenant indemnifies Owner from all liability in connection with any service performed by employees including attorney's fees and costs of suit.

8. Insurance: Any insurance carried by either Owner or Tenant shall be for the sole benefit of the party carrying such insurance. Each party waives its right to make any claim against the other in the event of casualty. GATES SELF STORAGE STRONGLY RECOMMENDS RENTERS INSURANCE.

9. 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-visible defect therein. Tenant understands the unit is unheated and without electric, plumbing or utilities.

10. Inspection & Repair of Premises: Owner and its agents may enter the unit at all reasonable times, upon reasonable notice to Tenant, for the purpose of making necessary repairs, inspection of the premises, or 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. Tenant agrees that in the event of an emergency and/or to make necessary repairs, Owner and Owner's representatives shall have the right to enter the unit without notification.

11. Assignment: No subletting of the storage unit or any portion thereof or assignment of this agreement may be made by Tenant without having written permission by Owner in advance.

12. Notices: All statutorily required notices shall be sent as required by law. All other notices must be in writing to the other party and in accordance with the terms and conditions of this agreement. It is the sole duty of the Tenant to furnish the Owner, in writing, any change of address, email address or phone numbers by (a) certified mail, (b) delivered in person to the Rental Office, (c) utilizing our online portal. Tenant agrees any change of address is not deemed effective until acknowledged by Owner.

13. 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.

14. Validity: The invalidity of any provision of this Agreement shall in no way affect the enforceability of any other provision hereof.

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

This Agreement is governed under Section 182 of the New York State Lien Law

I have read and accept all the terms and agreements stated in this Rental Agreement:

TENANT NAME PRINTED: _____ DATE: _____

TENANT SIGNATURE: _____

For online access please go to our website www.gatesselfstorage.com and click on "my account"

Your user name is the first initial and last name on your account and is case sensitive (i.e. JSmith)

Your password is your primary phone number - no spaces, dashes, parenthesis, etc. (i.e. 5854299830)

GATES SELF STORAGE MONTHLY AUTOPAY AGREEMENT

Customer Unit # _____ Name on Unit _____

Name on card if different _____

Address if different _____

Account # _____ Exp _____ V-Code _____

I hereby authorize Gates Self Storage to debit my credit card on the 1st of each month. If this date falls on a weekend or holiday, I understand my account will be debited on the next business day.

Signed _____ Date _____