

Stow Self Storage Company
 3580 Wells Bay Road, PO Box 225
 Stow, New York 14785
 (716) 338-0055
Rental Agreement Contract

This agreement, executed on this _____ Day of _____, 2009, between Stow Self Storage Company, PO Box 225, Stow, New York 14785 hereinafter called the LESSOR/OWNER AND:

LESSEE/TENANT WHOSE NAME IS:	BUSINESS, IF ANY/OR RELATIVE,CLOSE FRIEND:
NAME:	NAME
	RELATIONSHIP
STREET:	STREET
CITY: STATE: ZIP	CITY STATE ZIP
RESIDENCE PHONE: ()	RESIDENCE PHONE: ()
BUSINESS PHONE: ()	BUSINESS PHONE: ()

This is a monthly lease for storage From _____ To _____	The first month's rent paid is hereby acknowledged. Each succeeding month's rent is due and payable on the <u>1st</u> day of each succeeding month until terminated by either OWNER or TENANT in writing.	If Alternate information is refused tenant will please sign here: _____
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Unit /Space No. _____ Bldg. _____ Size _____	Rental Rate: \$ _____	/Month
	\$ _____	/Year
Motor Home Boat Trailer Tractor Trailer Car Truck		
Other (describe) _____		

Administrative Charge	\$ _____	Late Payment Charge (grace period <u>10</u> days)	\$ <u>20.00</u>
Prorate Plus Month if Applicable	\$ _____	Return Check Charge	\$ <u>25.00</u>
Security Deposit	\$ _____	Vacate Notice Not given (security deposit)	\$ _____
Sales Tax	\$ _____	Not Leaving Unit Clean	\$ <u>20.00</u>
Other (specify)	\$ _____	Damage to Unit * (labor and material)	\$ _____
Total move in cost	\$ _____	*To be determined at time of vacating	

1. These facilities are operated in accordance with the New York Self Storage Facility Act S.4916-A.A. 6577-A
2. PREMISES: OWNER hereby leases to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, the self storage facility or the open space described above street address, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
3. TERM/END OF AGREEMENT: The term of the agreement shall commence on the date set forth above and continue on a month to month basis and noted above, provided, however, that the term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless automatically extended

on the same terms and conditions for similar succeeding periods at the stated rent unless and until OCCUPANT has removed his property from the premises and has given written notice thereof to OWNER at least 15 days in advance of vacating date. IF OWNER IS NOT NOTIFIED WITHIN THE STATED PERIOD IN WRITING, SECURITY DEPOSIT WILL BE FORFEITED, OWNER may terminate this agreement with or without cause at any time by giving OCCUPANT written notice thereof at least twenty four (24) hours prior to the termination date and upon refunding any unearned rental.

4. RENTAL TERMS/SECURITY DEPOSIT: OCCUPANT agrees to pay to OWNER as rental for the premises the sum of money set forth in the rent schedule above, provided, however, that all rental rates on a month to month basis shall be subject to change upon thirty (30) days written notice to OCCUPANT, and at the expiration on such thirty (30) day period. The new rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum leasing term is one (1) month. The first payment of rental shall be for a full month plus a security deposit thus making the due date for each succeeding month the same date of each succeeding month. Rental payments are not refundable. If OCCUPANT breaks any of the promises made in this agreement. OWNER may use security deposit to cover any expense of losses OWNER has. OWNER may also use the security deposit to clean up the property and fix anything OCCUPANT has broken or to cover unpaid rent, which is due. OWNER will return any remaining security deposit, without interest, to OCCUPANT at address provided on this agreement within thirty (30) days after the agreement ends. OWNER'S use of the security deposit will not prevent OWNER, from pursuing any other legal remedies it may have against OCCUPANT including but not limited to legal expenses. The security deposit is refundable upon OCCUPANT'S removing his property from the premises in a timely fashion at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement. Any refunds will be made by U.S. Mail.

5. STATEMENT/NOTICES: It is expressly understood and agreed that OWNER does not issue monthly statements of reminders of rent due date. Notification will only be given when rent is delinquent. There will be a service charge for each returned check and /or for each rent payment received 10 days or more after the due date. Notwithstanding any service charge, time is of the essence and in the event any rental is due and unpaid, OWNER may terminate by reason of default in the payment of rent.

6. LEINS AND TYPE OF PROPERTY TO BE STORED: OWNER has lien on all property stored in rented space(s) as of the date property is brought to this facility, for rent, and/or other charges, present or future, reasonably incurred for its preservation, sale or otherwise disposed of, if no payment has been received for a continuous 20 day period after default. THE ACCOUNT WILL BE IN DEFAULT FROM THE DATE THE PAYMENT WAS DUE AND ACCESS TO RENTED UNIT (S) MAY BE DENIED. For purposes of OWNERS lien: "personal property" means movable property, not affixed to land and includes but is not limited to goods, merchandise and household items. "Last known address," means that address provided by the OCCUPANT in the latest rental agreement provided by the OCCUPANT in a subsequent written notice of address change.

The OWNER'S lien attaches as of the date the personal property is brought to the self-service storage facility. UNDER NEW YORK LIEN LAW, OWNER HAS A LIEN UPON ALL PROPERTY STORED BY OCCUPANT AT THE FACILITY. THE LIEN COVERS OVER DUE RENT, STORAGE CHARGES, LABOR CHARGES, LATE CHARGES AND OTHER CHARGES, PRESENT FOR FUTRE PERMITTED UNDER NEW YOK LAW, INCLUDING EXPENSES INCURRED IN THE PRESERVATION AND SALE OF OCCUPANT'S PROPERTY. OWNER MAY ENFORCE THE LIEN BY SELLING PROPERTY STORED BY OCCUPANT AT THE FACILITY IN ACCODANCE WITH THE LIEN LAW. THIS SALE MAY BE PUBLIC OR PRIVATE, AND THE OWNER MAY SELL ALL OR ONLY PART OF THE STORED PROPERTY.

The OWNER shall be required to give notice only to parties holding an interest in such property, whose interest has been made known to the OWNER as follows:

DESCRIPTION	LIENHOLDER OR INTEREST OF OTHER PARTIES	ADDRESS
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7. DEFAULT: If OCCUPANT is in default and OWNER enforces its lien by selling property stored on the premises, OWNER shall be liable to OCCUPANT only in the amount of money received by OWNER at any sale of such property. OCCUPANT agrees that any money received by OWNER at such a sale shall be used first to satisfy fully OWNER'S lien and balance if any; paid to occupant by U.S. Mail at OCCUPANT'S last known address.

8. NON-LIABILITY OF OWNER/INSURANCE OBLIGATION OF OCCUPANT: This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damage of any kind to any person, including OCCUPANT, or property of any kind whatsoever of this agreement or an extension hereof

unless OWNER intentionally causes the damage or injury. OCCUPANT agrees that OWNER'S total responsibility for any property damage or personal injury will not insure OCCUPANT'S property. OCCUPANT may insure OCCUPANT'S property, except as stated in prior statement; OWNER will not be responsible for any damage to OCCUPANT'S property no matter how it is caused including damage that would have insured under and insurance policy of fire and extended coverage, with theft, vandalism and malicious mischief endorsement.

(OCCUPANT'S INITIALS-initial only one)

_____ A. OCCUPANT WILL OBTAIN INSURANCE

_____ B. OCCUPANT WILL BE "SELF INSURED"

9. NO UNLAWFUL OR PROHIBITED USE: OCCUPANT will use the property only for storage. OCCUPANT will not use the property for any unlawful purpose. OCCUPANT will not use the property in any way that would be considered a nuisance to, or may harm, other OCCUANTS. OCCUPANT will not store any animals, perishable goods, or dangerous, hazardous, flammable, explosive or corrosive material, perform any dangerous activities or conduct a business on the property, or use the property for residing, cooking, sleeping or the consumption of alcoholic beverages. OCCUPANT agrees the owner has no concern with the kind, quality or value of property stored by OCCUPANT. The total value of all property stored by OCCUPANT is agreed to be less than \$5,000.

10. RENTAL OF REAL PROPERTY: OCCUPANT understands that this is a Rental Agreement of real property and that OWNER is not a warehouse and is not responsible for any personal property stored by OCCUPANT.

11. USE AND ALTERATIONS: OCCUPANT shall not make or allow any alteration to the premises. The premises shall be used for storage purposes only. Merchandise may include household goods, furniture, material, supplies, equipment, boats and campers owned by OCCUPANT. OCCUPANT agrees to abide by all rules and regulations of the OWNER, and further agrees to comply with amendments and/or changes as the OWNER, at his sole discretion, may deem fit.

12. LOCKS: OCCUPANT shall provide, at OCCUPANT'S own expense, a lock for the premises, which OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the premises. Should any government authority so require, the OCCUPANT will provide the OWNER with a workable key(s) to all locks at all times. Although there may be a place for a second lock, OCCUPANT is only permitted to use a single lock.

13. ABANDONMENT OF OCCUPANT'S PROPERTY: Any property which shall remain on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or disposed of in such a manner as OWNER sees fit. If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.

14. OWNER'S RIGHT TO INSPECT: OCCUPANT will permit OWNER or government officials to inspect or repair the property, and to provide services. OWNER will give OCCUPANT three (3) days written notice before entering. If OCCUPANT refuses to permit OWNER or government official to inspect, repair or provide services to the property, if an emergency exists, or if OCCUPANT has been in default for a period of thirty (30) days, OWNER may remove OCCUPANT'S lock and enter the premises.

15. NO SUBLETTING: OCCUPANT will not rent or assign the premises to anyone else.

16. ATTORNEY'S FEES AND COSTS: In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses.

17. SUCCESSORS: All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and the OWNER.

18. HAZARDOUS MATERIALS: The OCCUPANT agrees not to store flammable, explosive, toxic or hazardous material on premises. Any or all batteries must be disconnected. Any violation of this provision shall be deemed an absolute breach of the agreement, in which case the OWNER shall be authorized to enter the premises and to remove its contents, in his sole discretion. Further breach of this provision shall impose upon the OCCUPANT absolute liability in the event of property damage or personal injury to any individual or entity caused or contributed to by the storage of such flammable, explosive, toxic or hazardous material.

19. CHANGE OF ADDRESS: OCCUPANT will inform OWNER if writing if OCCUPANT changes his or her address or place of employment.

20. ENTIRE AGREEMENT: This rental agreement states OWNER'S and OCCUPANTS'S complete agreement and replaces all other oral and written agreement between OWNER and OCCUPANT.

21. NOTICES: All notices required in the Rental Agreement shall be personally delivered or sent by certified or registered mail, return receipt requested, to the last know address of the person being notified. Any notice sent by mail will be considered to have been given when delivered to the United States Postal Service, properly addressed, with the correct postage. Questions about this Rental Agreement may be addressed to the OWNER at the address and telephone number indicated on the front of this Rental Agreement.

22. VALIDITY OF RENTAL AGREEMENT: If any part of this Rental Agreement is declared invalid, the rest of the Rental Agreement shall remain in effect. If any part of the Rental Agreement is inconsistent with New York law, the applicable provisions of New York law shall be considered to be substituted for the inconsistent provision.

23. NO WARRANTIES: OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety security of the premises and OCCUPANT hereby acknowledges, as provided in statement below, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does no represent or guarantee the safety or security of the premises or any property stored therein.

24. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the premises and the facility property, and by placing initials in the margin, acknowledges and agrees that the premises and the common areas of the project, are satisfactory for OCCUPANT'S purpose, including the safety and security thereof, for which OCCUPANT shall use the premises of the common areas of the project. OCCUPANT shall be entitled to access to the promises and the common areas of the project only during such hours and on such days as are posted at the project.

(Initial)

25. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS AND ATTACHMENT: By placing initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all the terms and conditions of this agreement, and (b) OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all **boldfaced items**. OCCUPANT acknowledges receipt of a true and exact copy of a true and exact copy of this agreement containing the rules and regulations of this facility.

(Initial)

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above. If there are special exceptions or conditions to this Rental Agreement, they have been written in the space that follows:

Initials for Special Exceptions or Conditions as stated above:

(For the OWNER)

(For the Tenant)

Owner

Tenant

By: Stow Self Storage Company

By: _____
(If business, give title below)

NOTICE: THE MONTHLY OCCUPANCY CHARGE AND OTHER CHARGES STATED IN THIS AGREEMENT ARE THE ACTUAL CHARGES YOU MUST PAY AT THE END OF RENTAL AGREEMENT ALONG WITH ANY DAMAGE CHARGES ACCESSED.

Make checks payable to: **Stow Self Storage Company**