

VILLAGE STORAGE INC.
P.O. BOX 367
RAYMOND, MAINE 04071
(207)655-2449

OCCUPANT INFORMATION

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL _____

HM PH _____ CELL PH _____

WRK PLC _____ WRK PH _____

DESCRIPTION OF
CONTENTS _____

OTHERS
AUTHORIZED TO ENTER _____ PH _____

SIZE _____

TRANSACTION DATE _____

UNIT # _____

RENTAL RATE _____

SET UP _____

LOCK _____

PRORATE _____

TOTAL _____

RENTAL
AGREEMENT

I hereby certify that I have read the entire contract and agree to the terms and conditions herein.

Confirmation of Lease Agreement Dated _____

(1) Occupant _____

Operator _____

(2) Occupant _____

Village Storage Inc. ("Operator") hereby leases to the Occupant, named above, and the Occupant hereby leases from the Operator the premises described for the term indicated above, upon and subject to the terms and conditions contained herein.

1. **Rental Fee.** Occupant agrees to pay the monthly rental fee set forth above throughout the term of this Lease. Such rental shall be paid in advance on the first day of each and every calendar month during the term of this Lease. However, the first month's rental shall be paid on the date hereof and shall be prorated. Any rental paid more than five (5) days after it is due will be subject to late charge of \$5.00. Any rental paid more than twenty (20) days after it is due shall be subject to an additional late fee of \$10.00. If any check used to pay any amount which may become due hereunder (including, but not limited to, rental) is returned or refused by any bank for any reason, then the Occupant shall pay the Operator any check return or other fee associated with such return or refusal, or the sum of \$5.00, whichever is greater. Operator reserves the right to demand that payment of any amount due hereunder be made in cash or by cashier's check or valid money order.

2. **Access** Occupant shall have access to the leased premises during such reasonable hours as shall be posted by the Operator. The Operator reserves the right to change these hours from time to time at its sole discretion. Occupant may place a lock upon the entrance to leased premises.

3. **Use of Premises.** Occupant shall use the leased premises solely for the purpose of storing personal property therein. No property shall be placed, kept, or stored in, on or upon the leased premises unless the Occupant has the right to have possession, custody and control of that property. The leased premises shall not be used for any unlawful purpose. Operator shall not store, keep or place welding equipment, ammunition, flammable, explosive or pathogenic materials, or any other inherently dangerous materials in, on or upon the leased premises. Occupant shall not store, keep or place any items in, on or upon the leased premises in violation of any applicable statutes, ordinances or regulations or of any applicable permits, decisions or orders of any appropriate governmental bodies. Occupant shall not place, keep or store plants, animals or any living substance in, on or upon the leased premises. Occupant is prohibited from storing goods that have a dangerous, harmful, offensive or noxious impact on the self-service facility or its surroundings or which are a nuisance to the self service facility occupants, the operator or operator's employees.

4. **Operator Not Warehouseman.** It is expressly understood and agreed that Operator is not engaged in the business of storing goods and is not in the warehouse business. Instead, Operator is in the business of leasing storage space. Operator is under no duty to maintain any records of property placed in, on or upon the leased premises. Except as otherwise provided herein, Operator shall have

no duty or obligation to preserve or maintain any property placed in the leased premises by or on behalf of Occupant except as provided by law.

5. **Occupant's Obligations for Maintenance.** Occupant shall keep the leased premises clean and in good condition throughout the term of this lease. Occupant shall be liable to Operator for the cost of any repairs to the leased premises necessitated by actions of Occupant or persons entering the leased premises with Occupant's permission or under Occupant's authorization and these costs shall be paid by Occupant in addition to any other amounts due hereunder within (10) days of the date of any bill therefor sent to Occupant by Operator.

6. **Prohibitions.** Occupant shall not:
(a) paint, decorate, mark, cut, drill into, drive nails or screws or hangers into, make attachments or improvements to, or in any way deface, repair or change the leased premises or any part thereof without the prior written consent of the Operator or
(b) make installations, alterations or additions in or to the leased premises; or
(c) assign this Agreement or sublet all or a portion of the leased premises; or
(d) erect, construct or attach signs or advertising material in, on

or upon the leased premises; or:
(c) operator any electrically powered device in the leased premises without the prior written consent or the Operator (Occupant understands that electrical power to those premises may be shut off for extended periods of time without prior notice.)

7. **Security Deposit And Lien.** At the time Occupant signs this Agreement, Occupant shall pay Operator a security deposit in the amount as established on the current price sheet. Operator shall retain this deposit as security for Occupant's faithful performance of all of Occupant's obligations herein. Occupant also hereby gives Operator a security interest in any and all items now stored or which may come to be stored in the leased premises to further secure all of Occupant's obligations hereunder. **Operator has a lien on all personal property stored by Occupant within the self-service storage facility for rent, labor or other charges, and for all expenses reasonably incurred in the sales of said personal property, as provided in the "Maine Self-Service Storage Act"/** Occupant's personal property stored in the leased space may be sold to satisfy Operator's lien if Occupant fails to perform on time any obligation or duty set forth in this rental agreement. Any such sale shall be held at the self-service facility or at the nearest suitable location.

8. **Operator's Right To Enter.** Occupant agrees that Operator and Operator's representatives, employees and agents have the right to enter into and upon the leased premises at any time without prior notice to inspect those premises, to make repairs, alterations or improvements thereto to supply necessary or agreed upon services, to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or for any other proper purpose. Operator reserves the right to remove the contents of the leased premises to another unit.

9. **Non-Liability Of Operator; Occupant's Insurance Obligations.** OPERATOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS THAT OCCUPANT MAY INCUR BY USE OF THE LEASED PREMISES. Occupant must obtain any insurance desired at Occupant's own expense. OPERATOR STRONGLY RECOMMENDS THAT OCCUPANT SECURE INSURANCE TO PROTECT OCCUPANT AND OCCUPANT'S PROPERTY. OPERATOR SHALL NOT BE LIABLE FOR INJURY OF DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO OCCUPANT'S USE OF THE LEASED PREMISES. OPERATOR SHALL NOT BE LIABLE FOR LOSS FROM THEFT, VANDALISM, FIRE WATER, HURRICANE, RAIN, EXPLOSION, OR ANY OTHER CAUSES WHATSOEVER.

Operator shall not be liable to Occupant or to any other person for any personal injuries or property damage caused by any act of negligence of any person (including Operator) in, on or upon, or relating to, the leased premises. Occupant hereby agrees to indemnify and hold Operator harmless from any and all liability, loss or damage (including, without limitation, reasonable attorney's fees incurred by Operator) and judgments arising out of or relating to, any personal injuries or property damage arising out of or relating to Occupant's use of the leased premises.

OCCUPANT IS RESPONSIBLE FOR SAFEGUARDING WHAT IS IN, ON OR UPON THE LEASED PREMISES.

10. **Default.** Time is of the essence in the performance of all of Occupant's obligations contained herein. Occupant shall be in default of this Agreement:

- (a) if Occupant fails to fully and faithfully perform all of Occupant's obligations and agreements contained herein; or;
 - b) if any representation or statement made by Occupant in this Agreement or in connection with this Agreement proves to have been false when made; or
 - c) upon the death, dissolution, termination of existence, reorganization or insolvency of, or the commencement of any proceedings under a bankruptcy or insolvency law by or against the Occupant; or
 - d) seizure of any of the property in the leased unit by public authorities or attachment of such property by legal process.
- If Occupant is in default under this Agreement, Operator may deny the Occupant access to the leased space, provided that Occupant may arrange to have access solely to view and verify the contents of the leased space. Such access must be arranged with the facility's office during normal business hours.

11. **Consequences of Default.** In addition to any other rights and remedies provided by law, Operator may, at Operator's sole discretion, terminate this Agreement by sending Occupant a written notice of termination. Termination of this Agreement and all of Occupant's rights hereunder shall occur seven (7) days after the effective date of such notice as stated therein or, if no such date is stated therein, seven (7) days after the notice is sent to Occupant. Operator may also recover from Occupant all amounts due or which may become due hereunder whether for rent, damages, costs (including, without limitation, reasonable attorney's fees incurred by Operator, or otherwise. Operator may enforce its lien by selling

Occupant's personal property which is stored in the leased space at a public or private sale for cash, as provided by the "Maine Self-Storage Act."

Here, Operator has all of the rights granted to a secured creditor under the Uniform Commercial Code and, among other things, may repossess and sell the contents of the leased unit pursuant to the terms of that Code. Operator further has the right to take and setoff Occupant's security deposit, and any amounts which Operator may hold from or owe to Occupant, against amounts owed by Occupant hereunder. Occupant agrees to pay all of Owner's costs, including reasonable attorney's fees, incurred in connection with the enforcement, termination or collection of, upon or under this Agreement.

12. **End of Term; Holdover.** Occupant agrees to return possession of the leased premises to Operator at the end of the term of this Agreement or upon its termination. At the time of such return, Occupant shall remove all personal property from the leased premises and shall return such premises in good and clean condition. However, if Occupant is then in default hereunder, then Occupant may not remove property from the leased premises without prior permission of Operator.

If without any further written agreement Occupant remains in possession of the leased premises after the expiration of any stated term herein, then Occupant shall be considered an Occupant at will. This Agreement shall apply to such tenancy, except for the term thereof, and except that the

tenancy shall be terminated compliance with applicable law, or as provided in Paragraph 11 of this Agreement. Operator shall return the unused portion of the security deposit to Occupant within a reasonable time after Occupant vacates premises.

13. **Change of Terms.** Operator may, in its sole discretion, change any, some or all of the terms of this Agreement, including charges and conditions of occupancy, upon at least sixty (60) days prior written notice to Occupant. Occupant may then terminate this Agreement on the effective date of the change by providing Operator with written notice thereof at least ten (10) days in advance of such effective date. If Occupant does not so terminate this Agreement, then the change shall become effective and shall be incorporated into and be deemed to amend and supplement this Agreement as of the effective date of the change.

14. **Utilities.** Operator shall have no obligation to provide any utilities to or for the leased premises.

15. **Waiver.** Operator may exercise or waive any rights which it may have hereunder, without losing any other rights which it may have hereunder. Any waiver of any right which Operator may have hereunder at a particular time shall not constitute a waiver of that right at any other time.

16. **Severability.** Any part of this Agreement which is not allowed by law shall be ineffective. In such a case, the rest of this Agreement shall remain in effect.

17. **Complete Agreement; Modification.** This Agreement is the complete and sole agreement between the Occupant and the Operator concerning the leased premises and supercedes prior oral or written understandings or agreement concerning the same. No modification of this Agreement shall be binding unless contained in a writing signed by the Operator.

18. **Notices.** Notices shall be in writing and shall be deemed delivered, whether actually received or not, when deposited in the United States mail, first class, registered or certified, postage prepaid and addressed to the party intended to receive the same at the address set forth on the front side of this Agreement or at any other new address provided to the Operator in writing after the execution of this Agreement.

19. **Front Side.** All information and terms listed on this, and the front side hereof are incorporated herein and shall be deemed to be part of this Agreement.

20. **Maine Law Applies.** The laws of the State of Maine shall apply to this Agreement.

21. **Each Signer Liable** If this Agreement is signed by more than one Occupant, then the obligations of each hereunder shall be joint and several.

PLEASE INCLUDE UNIT # WITH PAYMENTS.

THANK YOU VILLAGE STORAGE INC.