

**ABC STORAGE TAUNTON, LLC
STORAGE RENTAL AGREEMENT**

Storage Rental Space Agreement (the “*Agreement*”) made on the _____ day of _____, 20____, by and between _____ of _____, hereinafter referred to as “**Lessee**”, and ABC STORAGE TAUNTON, LLC, located at 1765 Bay Street, Taunton, MA, 02780, hereinafter referred to as “**Lessor**”.

WHEREAS, this Agreement for the purpose of leasing/renting certain space as hereinafter described; and

WHEREAS, this Agreement is being entered into with the express understanding and Agreement that no bailment of deposit of goods for safekeeping is intended to be created hereunder;

NOW, THEREFORE, for and in consideration of the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby leases and rents from Lessor those certain premises described above as Space Number _____ (the “Storage Space”), pursuant to the following terms and conditions:

I. Rental.

- A. Lessee shall pay as rent for the storage space the agreed upon amount in the Rental Fee Scheduled incorporated herein by reference, payable, without demand, in full at time of execution of this Agreement or in advance of the ___ day of each month commencing on the date set forth above.
- B. Lessee agrees, that in no event, will Lessee be entitled to receive a refund of the rent paid for the first month of the Agreement. Lessee agrees that if this Agreement is terminated on any other day than the last day of the month, Lessee is not entitled to a refund of any pro-rata portion of the month in which this Agreement is terminated.
- C. In the event that rent is not paid within 5 days after the due date, or in the event of a dishonored bank check, because actual damages for the same are difficult to ascertain, Lessee agrees to pay as liquidated damages \$50.00 for said late payment/dishonored bank check as additional rent. Said additional rent is due and payable immediately after Lessor’s charging of the same. Charging of late payment/dishonored check shall not limit Lessor’s right for Lessee’s breach of any other term of this Agreement.

II. Access to Space.

Lessee agrees that access to the Storage Space shall be limited to the Lessee named herein only and for one (1) delivery and one (1) removal of the stored item(s) during the rental period. Additionally access to the Storage Space may be provided to the Lessee by the Lessor upon appointment only with 3 days prior request to the Lessor by the Lessee.

III.Term.

The term of this Agreement shall commence as of the date set forth above and shall continue 30 days therefrom, on a month-to-month basis, unless otherwise agreed to by the Lessor and Lessee

IV.Use.

- A. Lessee shall not store or permit the storage of any dangerous, illegal, explosive, or otherwise hazardous substances (collectively, "hazardous substances"). Lessee shall indemnify and hold Lessor harmless for and against all loss, cost, damage, and expense (including attorneys' fees and costs incurred in the investigation, defense, and settlement of claims) that Lessor may incur as a result of any claim against Lessor relating to the presence or removal of any hazardous substances. Further, Lessee shall not do or permit to be done any act or activity which creates or may create a nuisance in connection with Lessee's use of the storage space.
- B. Lessee acknowledges and agrees that the storage space is not suitable for the storage of irreplaceable, sentimental, valuable precious property, or other unique types of personal property. Lessee acknowledges and agrees they are exclusively responsible for the removal and/or safeguarding of Lessee's personal property.
- C. Lessee agrees that the storage space shall be used for the storage of personal property exclusively, including but not limited to motor vehicles, motorcycles, watercraft, trailers, semi-trailers, recreational vehicles, all-terrain or off-road vehicles or any other titled vehicles.

V. Release of Lessor's Liability.

As a further consideration for the use and occupancy of the storage space, Lessee agrees that Lessor, its agents, employees, and assigns shall not be liable to Lessee, its agents, guests, licensees, or invitees for any loss or damage, injury or death caused to them or to their property, as the result of the use and occupancy of the Storage Space. It is further agreed that any stored property is placed in this space at the Lessee's sole and exclusive risk, and Lessor and Lessor's agents, employees, and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including active or passive acts, omissions, or negligence of Lessor or Lessor's agents, employees, and assigns. Lessee acknowledges that Lessor does not warrant or represent that stored property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by rodents, insects, fire, or the elements or weather or earthquake. It is agreed by Lessee that this release of Lessor's liability is a bargained for condition of the rent set forth above, and that were Lessor not released from liability as set forth herein, a much higher rent would have to be agreed upon.

VI.Insurance.

Lessor does not provide insurance covering Lessee's stored property. Lessee agrees to maintain, at Lessee's expense, a policy of extended liability coverage and a policy for insurance with theft,

vandalism, and malicious mischief endorsement for the full replacement value of Lessee's stored property. This insurance is for the benefit of both the Lessee and Lessor. Lessee expressly agrees that the carrier of such insurance shall not subrogated to any claim of Lessee against Lessor, or Lessor's agents, employees, or assigns. Lessee agrees to indemnify and hold harmless Lessor from any expense, cost, or damage, incurred by reason of any claim or action based in whole or in part upon such subrogation.

-2 of 4-

VII. REPRESENTATIONS & WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH IN THIS WRITTEN AGREEMENT, LESSEE AGREES THAT (i) LESSOR HAS MADE NO REPRESENTATIONS TO THE EFFECT THAT THE STORAGE SPACE, OR SERVICES PROVIDED ARE OF ANY DIFFERENT STANDARD, QUALITY, OR GRADE, OTHER THAN SET FORTH IN THIS AGREEMENT; (ii) THAT NO ADVERTISEMENT HAS BEEN MADE BY LESSOR WHICH IS INCONSISTENT WITH THE TERMS OF THIS AGREEMENT; (iii) THAT NO REPRESENTATIONS CONCERNING RIGHTS, REMEDIES, OR OBLIGATIONS OF EITHER LESSOR OR LESSEE THAT ARE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT HAVE BEEN MADE; AND (iv) THAT NO OTHER REPRESENTATIONS CONCERNING THE STORAGE SPACE OR THE SERVICES PROVIDED HAVE BEEN MADE WHICH ARE INCONSISTENT WITH THE TERMS OF THIS WRITTEN AGREEMENT.

VIII. CONTRACTUAL LIEN.

LESSEE AGREES THAT LESSOR HAS A CONTRACTUAL LIEN ON THE LESSEE'S STORED PROPERTY, WHICH LIEN ATTACHES ON THE DATE LESSEE PLACES THE PROPERTY AS LESSOR'S FACILITY. THIS LIEN SHALL CONSIST OF ALL CHARGES FOR RENT OR OTHER SERVICES DUE AND UNPAID UNDER THIS AGREEMENT, AS WELL AS THE REASONABLE EXPENSES INCURRED IN THE ENFORCING THE LIEN. IN THE EVENT ANY SUCH CHARGES REMAIN UNPAID THIRTY (30) DAYS AFTER DUE, LESSOR MAY TERMINATE LESSEE'S RIGHT TO USE THE STORAGE SPACE, DENY LESSEE ACCESS TO THE SPACE, AND SEIZE LESSEE'S STORED PROPERTY. THE LIEN SHALL BE DEEMED TO BE IMPOSED, AND SHALL BE ENFORCED PURSUANT TO THE TERMS PROVIDED FOR SELF SERVICE LIENS PURSUANT TO M.G.L. CH. 105A ET SEQ. AND SUCH OTHER, ADDITIONAL, OR AMENDED SECTIONS AS MAY FROM TIME TO TIME BE IMPOSED PURSUANT TO SUCH LAW AS MAY GOVERN THE IMPOSITION AND ENFORCEMENT OF SELF-SERVICE STORAGE FACILITY LIENS.

IX. Miscellaneous

- A. Risk of Loss.** Lessee assumes all risk of damage or loss of any personal property located in or about the storage space for any cause and for all damage or loss that may arise from the delivery, receipt, handling, or removal of Lessee's personal property.
- B. Effect of Instrument.** Lessee agrees that this Agreement establishes Rental Agreement, as

defined by G.L. Ch. 105A, and does not create and/or establish as residential rental agreement and that the Lessee is fully prohibited from using the storage space for any and all residential purposes, of whatever nature, for any period of time.

C. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and

-3 of 4-

conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

D. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

E. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this Agreement.

F. **Mandatory Arbitration.** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

G. **Entire Agreement.** This Agreement shall constitute the Agreement between the parties and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.

H. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized agent of each party.

I. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written agreement of the other party.

J. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS, our signatures as of the day and date first above stated.

By: _____
(Signature of Lessee)

(Printed Name of Lessee)

By: _____
Richard B. Mellon, as authorized agent of ABC
Storage Taunton, LLC