



MT. MAJOR SELF STORAGE LLC
ALTON BAY SELF STORAGE
305 Mt. Major Highway, Alton Bay, NH
MAILING ADDRESS: 16 Minge Cove Rd,
Alton Bay, NH 03810
(603) 875-8308

Self Storage Agreement

Date of Rental: _____
Unit # _____
Size: _____
Monthly Rent: \$ _____
Type of Goods To Be Stored: _____

Name(Occupant): _____

Address: _____

City/State/Zip: _____

Res Phone: _____ Other Phone: _____

Cell Phone: _____

Email: _____

Please read this entire agreement prior to signing

RENTAL TERMS

Mt. Major Self Storage LLC (Owner) grants to the person(s) previously named (Occupant) the use of the designated premises (Unit) on the terms and conditions stated herein. This Agreement applies to all personal property brought to the self storage facility (Premises).

1. **Term.** The term of this Agreement shall be month to month, commencing on the date of execution of this Agreement. The Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.
2. **Storage Unit and Access.** Immediately upon the placement of personal property in the Unit, the Occupant shall padlock the Unit and is responsible for maintaining control of the keys or combination throughout the term of this Agreement. The Occupant shall have access to the Unit for the purpose of storing and retrieving items only. The Owner may condition the Owner's access to the Unit for purposes of maintaining security of the Premises, by such means as limiting hours of operation, requiring identification, using a sign-in/sign-out system, etc. The Owner is not responsible for verifying the identity of the Occupant, or any other(s) who

may be authorized to enter the Unit, and shall be held harmless against any loss sustained by the Occupant for entry of the Unit by unauthorized persons.

3. **Rent.** Rental payments shall be due in advance of the 1st day of each month. Any installment or rent or portion thereof which is more than 5 days past due, shall be subject to a late fee of \$15 dollars (\$15) for each month that any amount remains outstanding. In addition to the late fees, interest in the amount of eighteen percent (18%) per annum shall be charged on all balances of rent or other charges which are more than thirty (30) days in arrears. There shall be a service charge of \$15 dollars (\$15) on all dishonored checks. Late fees and service charges are deemed to be additional rent. All rents, charges, fees, and interest paid are non-refundable. All checks are to be made payable to Mt. Major Self Storage and mailed to: Mt. Major Self Storage, 16 Minge Cove Road, Alton Bay, NH 03810.

The Occupant agrees that the Owner may at any time announce a new monthly rental fee, provided that thirty (30) days advance written notice thereof is provided to the Occupant. If the Occupant continues to occupy the Unit thereafter, the new rental fee shall apply. The Owner may not raise the rental fee for any prepaid period.

4. **Rules and Regulations.** The Occupant agrees to abide by all posted rules and regulations. The Owner reserves the right to amend the rules and regulations from time to time as long as the Occupant continues to be afforded access to the Unit on at least a semi-weekly basis. A copy of current rules shall be available to the Occupant upon request.
5. **Use, Occupancy, and Compliance With The Law.** The premises are to be used only for storage of personal property and household goods owned by the Occupant. Since the Occupant stores goods without the Owner's knowledge, supervision, or control, it is specifically agreed that the Owner is not responsible for the kind, quality or value of any goods stored by the Occupant pursuant to this Agreement. The Owner is not a warehouse as defined by RSA 382-A:7, and does not have the obligations thereof. The Occupant agrees that in no event shall the aggregate value of all personal property stored pursuant to this Agreement exceed ten thousand (\$10,000) without the prior written consent of the Owner. Nothing herein shall constitute any Agreement or admission by the Owner that the Occupant's stored property has any value, nor shall anything herein affect the release of the Owner's liability set forth below.

The Occupant further agrees that the Unit will not be used for the conduct of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the leased Unit. The storage of corrosive materials, perishable items contaminants and pollutants, contraband, toxic waste, welding, flammable, explosive or other inherently dangerous material is prohibited. Vehicles or other similar fuel-driven equipment may be stored pursuant to the terms set forth below. The Occupant shall not store in the Unit any items which are in violation of

any ordinance, order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirement. The Occupant shall not do any act which creates or may create a nuisance in or around the Unit or the premises, or which in any way compromises or affects the Owner's insurance on the Premises.

6. **Storage of Power Boat or any Motor Vehicle.** If the Unit is used for storage of a power boat or any motor vehicle, the Occupant shall place a drip pan under any possible sources of leaks, and either disconnect the negative terminal of any battery, or remove the battery from the boat or vehicle. Automobiles will be parked in gear, or in "park". Chock blocks must secure the wheels of any automobile or trailer. Coolant must be suitable for -20 (minus twenty) degrees fahrenheit protection for winter.
7. **Condition and Maintenance of the Unit.** The Occupant acknowledges that the sizes of all rental units are approximate, and that the actual size of the individual units may vary slightly from stated measurements. The Occupant has examined the Unit and hereby accepts it as being in good order, condition and repair. The Occupant agrees to immediately notify the Owner of any defects, dilapidations or dangerous conditions. The Occupant shall keep the Unit in good order and condition and pay the Owner promptly for any repairs of the Unit caused by the Occupant's negligency or misuse or the negligency or misuse of the Occupant's invitees, licensees and guests. The Occupant shall make no alterations or improvements of the Unit without the prior written consent of the Owner. Should the Occupant damage the Unit or make alterations or do painting or redecorating without the prior written consent of the Owner, then all costs necessary to restore the Unit to the prior condition shall be borne by the Occupant.
8. **Owner's Right of Access.** The Owner or Owner's representative shall have the right, upon reasonable advance notice to the Occupant, to enter the Unit for the purposes of examining the Unit or the contents thereof to assure compliance with the terms of this Agreement or for making repairs or alterations thereto. In the event of an emergency, or in the event the Owner believes that a hazardous or unlawful condition or nuisance is being created in the Unit, the Owner or the Owner's representative is authorized to enter the Unit immediately, with prior notice to the Occupant.
9. **Risk of Loss and Insurance:** The Occupant agrees that the risk of loss is entirely on the Occupant. The Owner is not responsible for the loss or damage of any property stored in the Unit and does not provide insurance covering any personal property of the Occupant. Obtaining insurance on the Occupant's personal property is the sole responsibility of the Occupant. If the Occupant obtains such insurance, the Occupant's carrier shall not be subrogated to any claim on the Occupant for any liability whatsoever released herein.

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10. **Assignment or Subletting.** The Occupant shall not sublet the Unit or assign any interest in this Agreement without the prior written consent of the Owner.
 11. **Storage Lien.** Pursuant to RSA 451-C, the Owner has a lien upon all personal property brought to the premises to secure the payment in full of all rent, charges, fees or expenses, and the costs of any sale due hereunder. The parties agree that the lien on the Occupant's personal property shall also secure the Occupant's full performance of all terms of this Agreement and shall continue as long as any obligations of the User remain outstanding regardless of who has possession of the personal property and/or whether it has been removed from the premises.
 12. **Default and Sale.** Time is of the essence in the payment of all obligations and performance of all terms of this Agreement. In addition to late fees and interest, the Owner shall have all the rights and remedies afforded by RSA 451-C, to which the Occupant is referred. Pursuant to RSA 451-C, if any rent, charges, fees or expenses remain unpaid for a period of five (5) days, the Owner may deny the Occupant access to the Unit until they are paid in full. If after thirty (30) days any of the rent, charges, fees or expenses shall remain unpaid, the Owner may remove the Owner's and Occupant's locks, remove any personal property from the Unit and retain such personal property, and then, after satisfying the statutory notice provisions, proceed to sell such personal property to satisfy the lien. A notice of sale shall be served upon the Occupant in person or by registered or certified mail at the last known address, no less than fourteen (14) days before the sale, stating the time and place of sale, the property to be sold and the amount of the rent, charges, fees or expenses owed.

The Occupant agrees that the Owner shall have the fullest discretion allowed by law in the conduct of any sale of the Occupant's property as a result of the Occupant's default. The Owner is expressly authorized to sell goods in any commercially reasonable manner which shall include an unadvertised, private sale, at the going rate, to any person or entity dealing in used or second-hand property. The proceeds of any sale shall be applied first to the expenses of the sale including reasonable attorney's fees, satisfaction of the underlying debt, and satisfaction of the indebtedness of any other lienholder of record. Any proceeds remaining from the sale shall be paid to the Occupant. If the Owner is unable to return the excess proceeds due to the Occupant's failure to provide the Owner with a current address, the excess proceeds will be deemed to have been abandoned and will be turned over to the State of New Hampshire if not claimed within a reasonable period of time. If the proceeds of the sale are not sufficient to satisfy the Occupant's indebtedness to the Owner, the Occupant shall be liable to the Owner for the deficiency.

13. **Notice to Lienholders.** Any lienholder discovered pursuant to RSA 451-C shall be given notice of any sale at least twenty (20) days prior to the date of sale, except in the case of a motor vehicle, notice shall be sent at least thirty (30) days prior to the date of the sale. Any lienholder having a properly perfected lien or security

interest shall be entitled to remove such personal property from the Owner's possession or from the Occupant's self storage Unit within twenty (20) days of the date of mailing of the notice of sale. The Owner shall not be liable for so releasing the Occupant's property to any such lienholder.

14. **Abandoned Property**. Pursuant to RSA 451-C, the Owner reserves certain rights with respect to abandoned personal property having a total value under \$500.00, which are as follows:

- a. In the event that a storage Unit is unlocked, and the rent on the Unit is past due, and the entire contents of the Unit has a total value under \$500.00, the property shall be deemed abandoned. Such property may then be removed from the self storage Unit and shall be retained for thirty (30) days. If after thirty (30) days, the Occupant does not claim such personal property and any of the rent, charges, fees or expenses remain unpaid, and there is no lienholder of record, the Owner may dispose of the property without notice to the Occupant.
- b. In the event that a storage Unit is locked, and the rent on the Unit is past due, and the entire contents of the Unit has a total value under \$500.00, the property shall be deemed abandoned. If after (30) days, the Occupant does not claim such personal property and any of the rent, charges, fees or expenses remain unpaid, and there is no lienholder of record, the Owner shall be exempt from the requirements of RSA 451-C:5 and RSA 451-C:6, may remove such property from the self storage Unit, and dispose of the property without notice to the Occupant.

15. **Release and Indemnification**. The Occupant, for him or herself, and for his or her successors or assigns does hereby release the Owner, and his, her, or its successors or assigns, from and against any loss or damage, including injury or death, to them, their property or to third parties, arising out of their occupancy of the Unit or presence on the premises.

The Occupant, for him or herself, and for his or her successors or assigns, agrees to indemnify, defend, and hold the Owner, and his, her, or its successors or assigns, free from and against any and all claims, demands, action, damages, attorney's fees, and costs of any nature, made or claimed by any person or entity arising out of the Occupant's use or occupancy of the Unit or presence on the Premises.

16. **Cost and Attorney's Fees**. In the event the Occupant shall breach this Agreement, the Occupant shall be liable to the Owner for the payment of all costs of collection and/or enforcement, including reasonable attorney's fees.

17. **Notices**. Notices required herein shall be delivered in hand or sent to the respective parties at the addresses set forth herein, or such other addresses as are subsequently provided in writing, by certified or registered mail, return receipt requested. The Occupant is required to provide written notice to the Owner of any

and all changes of address or telephone numbers. Such notice may be sent to the Owner by first class mail, postage prepaid, or delivered to the Owner at the Premises.

18. **Merger and Modification.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may only be amended in writing, signed by the parties hereto.

19. **Severability.** In the event any provision of this Agreement is deemed by a court of competent jurisdiction to be unlawful or unenforceable, said provision shall be stricken and all other provisions shall remain in full force and effect.

20. **Situs.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Dated this _____ day of _____, 20____.

Occupant

Owner

TENANTS STORE GOODS AT THEIR OWN RISK

1. I understand that the lessor is a landlord renting space for the tenants self service use and is not a bailor or warehouseman in the business of storing goods for hire.
2. I hereby acknowledge that I have received a copy of the completed rental agreement and that I understand the provision that states the lessor is not responsible for loss or damage to property in my storage space.

INSURANCE IS TENANTS RESPONSIBILITY

3. I understand that the lessor does not provide insurance coverage on any personal property in my storage space.

Tenant

Date