2025 STORAGE SPACE RENTAL AGREEMENT

<u>sharonheatedautostorage@gmail.com</u>
<u>sharonheatedautostorage.com</u>
802-369-0874

Property Owner: DL Properties, LLP PO Box 128, Sharon, VT 05065

Storage Address: 101 Commerce Park Sharon, VT

TENANT NAME			
Last	First	N	1iddle Initial
MAILING ADDRESS			
	State	Zip	
CELL PHONE:	HOME PHO	ONE:	
EMAIL ADDRESS:			
EMERGENCY CONTACT: NAME:		PHONE #:	
Building Owner agrees to lease to Tenant, s	pace to store the follow	ving vehicle:	
Type of Storage Requested:Heat	edUn	-heated	
Motorcycle: Car: Boat: T	ravel Trailer: 5 th	Wheel: Motor H	lome: Other:
*\$75.00 FEE APPLIES TO VEHICLES 30 FEET	OR LONGER TENANT	INITIALS	
Description of vehicle(s) being stored–Include <u>ALL</u> of Vake:	_		
Model:			
/ear:			
Color:			
ength:			

1. Term: This Agreement is entered into by and between DL Properties, LLP and its agents, herein after referred
to as Building Owner, and the above stated Tenant. The space is to be used for the purpose of storing a vehicle,
as specified above, beginning on theday of, 20 and continuing until April 25, 2026,
unless previously terminated by written agreement.
Tenant shall remove vehicle by April 25, 2026 during regular business hours, UNLESS OTHER
ARRANGEMENTS HAVE BEEN MADE IN ADVANCE. If your vehicle needs to be removed BEFORE 4/25/26, a
\$250.00 early removal fee will apply. TENANT INITIALS
Early Removal:
Anticipated pick up date:**PLEASE LET US KNOW IF YOU PLAN ON
PICKING UP YOUR VEHICLE EARLY SO WE CAN PLAN ACCORDINGLY WITH WHERE YOUR VEHICLE IS STORED IN
OUR WAREHOUSE. If your vehicle needs to be removed BEFORE 4/25/26, a \$250.00 early removal fee will
<mark>apply.</mark>
PLEASE CLEAR YOUR VEHICLE OF ALL SNOW BEFORE DROP OFF. TENANT INITIALS
Once Tenant's Property is stored, it shall remain without disruption.
2. Occupancy Charges:
Seasonal Rental Fee Calculator-reminder to include \$75.00 fee for vehicles 30 feet or longer.
Length of Vehicleft. (Rounded to the nearest foot. 0-5 inches rounds down, 6-11 inches round up. Length
verified at drop-off) XRate (\$8.50 for heated, \$7.50 for unheated) x 6 (month term) = \$Total
Seasonal Rental Fee.
Tenant shall pay Building Owner rent in the amount of \$(Total Seasonal Rental Fee from
calculation above) at time of drop- off. Payment is for the full Seasonal Rental Fee, minus any non-refundable
deposits made at time of reservation. No refunds for early pick-up.
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Late Charge: There will be a fee of \$20.00 if pick-up is made after April 25 th unless prior arrangements have been made. If vehicle is not picked-up by May 1 st the vehicle will be moved out of heated storage to our
outside unsecured lot TENANT INITIALS
outside difsecured for TENANT INTITALS
3. Access: There will be a \$50.00 per entry fee should Tenant choose to access the vehicle during the
storage period. Hours: Monday – Friday 8:00 AM to 3:00 PM. An appointment must be made 24 hours prior
to entry.
4.Use: The space may only be used for the storage of the specified vehicle approved by the Building Owner. Tenant's
vehicle shall not generate, release, store, or dispose of, in or around the space, any flammable, corrosive, organic,
biological, chemical, odorous, noxious, or other dangerous or hazardous materials except for the existing oil and gasoline
contained in the vehicle. If the vehicle leaks any fluids while stored, the Tenant shall be responsible for containment and or clean-up of said contamination. No propane tanks are to be stored with any vehicles. No trickle chargers are allowed.
Tenant shall comply with all municipal, state, and federal laws and regulations affecting its use of the space. Tenant shall
indemnify, defend, and hold the Building Owner harmless from any and all claims, damages and expenses (including

On the following terms and conditions:

reasonable attorneys' fees and investigative, remedial and response costs) arising out of the Tenant's violation of this paragraph. Any violation of these terms or provisions shall constitute default under this Lease. Tenant must provide

Building Owner with a set of keys to vehicle to be kept at the storage facility.

- **5. Rules:** Tenant shall comply with any, and all reasonable occupancy rules established from time to time by Bldg. Owner.
- <u>6. Notices:</u> All notices, demands, or requests by either party shall be in writing and shall be sent by U.S. Mail to the parties at the addresses set forth in the heading of this Agreement. Either party may change such address by giving written notice in conformity with this paragraph 6.
- <u>7. Condition and Alteration of Space:</u> Tenant has inspected the "space" and accepts it "as is" Tenant shall immediately notify the Building Owner of any defects or dangerous conditions should they arise while storing the approved vehicle.
- **8. Insurance:** Tenant assumes RESPONSIBILITY for any loss or damage to vehicle stored by Tenant in the space and may or may not elect to provide insurance coverage for the same.

THE BUILDING OWNER DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY SUFFER OR CLAIM. TENANT EXPRESSLY RELEASES BUILDING OWNER FROM ANY AND ALL LOSSES, CLAIMS, SUITS AND/OR DAMAGES OR RIGHT OF SUBROGATION FOR LOSSES TO SAID VEHICLE CAUSED BY FIRE, THEFT, WATER, RAIN/SNOWSTORMS, TORNADO, EXPLOSION, RIOT, RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFUL ENTRY OR ANY OTHER CAUSE WHATSOEVER. NOR SHALL BUILDING OWNER BE LIABLE TO TENANT AND/OR TENANT'S GUEST OR INVITEES FOR ANY PERSONAL INJURIES SUSTAINED BY TENANT AND/OR TENANT'S GUEST OR INVITEES WHILE ON OR ABOUT BUILDING OWNER'S PREMISES.

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- <u>9.LIMITATIONS OF OWNER'S LIABILITY:</u> The Building Owner will have no responsibility to the Tenant or any other person for damages to tenant's vehicle, or any injury to the Tenant unless the Building Owner intentionally causes the damage or injury. The Tenant will be responsible for any damage to their or any other property, or injury not caused by Building Owner's intentional conduct.
- <u>10. Fire; Condemnation:</u> If fire or other casualty causes damage to the storage facility; Building Owner may terminate this Rental Agreement on written notice to Tenant and upon such termination, all rent and other sums owning hereunder shall be pro-rated and paid up to the date of the damage or taking.
- **11. Subordination:** This Rental Agreement is subject and subordinate to any and all present or future ground leases and mortgages affecting the storage facility.
- **12.Waiver:** Building Owner's acceptance of any total or partial payment of rent or other sum due hereunder shall not be a waiver of any of the Building Owners rights or remedies.
- 13. NO BAILMENT: THIS RENTAL AGREEMENT DOES NOT CREATE A BAILMENT OR WAREHOUSEMAN RELATIONSHIP. THE ONLY RELATIONSHIP BETWEEN THE PARTIES IS ONE OF LESSOR/LESSEE. BUILDING OWNER IS NOT RESPONSIBLE FOR THE SAFEKEEPING OF THE VEHICLE STORED IN THE SPACE AND IS NOT RESPONSIBLE FOR ANY DAMAGE. TENANT INITIALS

14. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless, and defend Building Owner from any and all claims, demands, and lawsuits (including attorneys' fees and costs) that are brought by others arising out of the Tenant's use of the space or the storage facility. Tenant's indemnity obligation includes, but is not limited to, claims for Building Owner active or passive negligence.
15. Waiver of Jury Trial: Building Owner and tenant waive their respective rights to trial by jury of any action at law or equity brought by either Building Owner against Tenant, or Tenant against Building Owner or Building Owner agents or employees, arising out of, or in any way connected to, this rental agreement, tenant use of the storage space or this storage facility. This waiver applies to any claim for bodily injury; loss of or damage to property, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Tenant on behalf of any of Tenant agents, guests, or invitees. In addition, Tenant expressly agrees that prior to bringing suit against Building Owner for any claim, Tenant will provide Building Owner written notice of the claim and submit to one mediation session with a mutually agreeable mediator. Tenant and Building Owner shall share the cost of the mediator equally.
16. Entire Agreement; Governing Law: This Rental Agreement is the entire agreement between Tenant and Building Owner and may not be changed or ended orally. This Rental Agreement shall be governed by Vermont Law. In the event the Building Owner is required to obtain the services of an attorney to enforce any of the provisions of this Rental Agreement, Tenant agrees to pay in addition to the sums due hereunder an additional amount as and for attorney's fees and costs incurred.
17.Binding Agreement: This Agreement is binding upon, and shall inure to the benefit of, Building Owner and Tenant and their respective heirs, legal representatives, successors, and assigns.
18. Invalidity: If one or more of the provisions of this Lease are deemed to be illegal or unenforceable, the remainder of this Lease shall be unaffected and shall continue to be fully valid, binding, and enforceable.
19. Battery Disconnection: If you wish to disconnect your battery, we will need to be provided with written instructions on the correct sequence to reconnect the battery to start the vehicle. TENANT INITIALS
Tenant acknowledges that he/she has read, understands and agrees to be bound by the terms and conditions of this 4 page agreement as of the date specified in Paragraph 1 above.

Date

Date

(Tenant's or Tenant's agent Signature)

(Building Owner's or Bldg. Owner's agent Signature)