

# STORAGE SPACE RENTAL AGREEMENT

[sharonheatedautostorage@gmail.com](mailto:sharonheatedautostorage@gmail.com)

[sharonheatedautostorage.com](http://sharonheatedautostorage.com)

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 Middle Initial

**MAILING ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
City State Zip

**CELL PHONE:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**EMERGENCY CONTACT: NAME:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

Building Owner agrees to lease to Tenant, space to store the following vehicle:

Type of Storage Requested: \_\_\_\_\_ Heated \_\_\_\_\_ Un-heated

Motorcycle: \_\_\_\_ Car: \_\_\_\_ Boat: \_\_\_\_ Travel Trailer: \_\_\_\_ 5<sup>th</sup> Wheel: \_\_\_\_ Motor Home: \_\_\_\_ Other: \_\_\_\_

\_\_\_\_\_  
(Description of vehicle(s) being stored– Include **ALL** of the following: Make, Model, Color, Year, Length, Height; with any roof top units)

On the following terms and conditions:

**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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continuing until April 30, 20\_\_\_\_, unless previously terminated by written agreement.

**Once Tenant's Property is stored, it shall remain without disruption.**

**Tenant shall remove vehicle by April 30, 20\_\_\_\_ during regular business hours. TENANT INITIALS \_\_\_\_\_**

**2. Occupancy Charges:**

**Seasonal Rental Fee Calculator**

Length of Vehicle \_\_\_\_\_ ft. (Rounded to the nearest foot. 0-5 inches rounds down, 6-11 inches round up. Length verified at drop-off) X \_\_\_\_\_ Rate (\$8.00 for heated, \$7.10 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.

**Late Charge:** There will be a fee of \$20.00 per day if pick-up is made after April 30th. If vehicle is not picked-up by May 10<sup>th</sup> the vehicle will be moved out of heated storage to our outside unsecured lot.

**TENANT INITIALS \_\_\_\_\_**

**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 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.

**6. Notices:** 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.

**7. Condition and Alteration of Space:** 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.

**TENANT INITIALS \_\_\_\_\_**

**9. LIMITATIONS OF OWNER'S LIABILITY:** 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.

**10. Fire; Condemnation:** 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 owing 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.

**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.**

\_\_\_\_\_  
**(Tenant's or Tenant's agent Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**(Building Owner's or Bldg. Owner's agent Signature)**

\_\_\_\_\_  
**Date**