

RENTAL AGREEMENT

Mikes Storage
5 Detail Drive
Lamoine, ME 04605

Phone: (207) 479-5443
MikesStorageLLC@gmail.com
www.MikesStorage.com

Monthly Rental: _____ Date: _____
Prorated Rent: _____ Month: _____ Unit # & Size: _____
Deposit Amount: _____ Value Approved: _____

ABOVE IS FOR OFFICE USE

TENANTS RESPONSIBILITY TO NOTIFY MIKES STORAGE IN CHANGES TO ADDRESS OR PHONE # WITHIN 14 DAYS

Name: _____ Home Phone: _____
Mailing Address: _____ Cell Phone: _____
City: _____ State: _____ Zip Code: _____
Email: _____

Receive Monthly Invoices By: Postal Mail _____ Email _____ Both Mail & Email _____

Employer Name: _____ Phone: _____
Employer Address: _____

Description of Goods to be Stored: _____
Value of Contents over \$5,000.00? Yes _____ No _____

Person who can be contacted if Occupant is unavailable:

Name: _____ Phone: _____
Address: _____ Relationship: _____

PAYMENT OF RENT: Occupant agrees to pay the Operator rent as shown above for the unit(s) payable in advance upon execution of this agreement and on the **FIRST DAY OF EACH MONTH** thereafter. If rent is not paid by the FIFTH (5th) day of each month for which it is due, the Occupant agrees to pay a **LATE CHARGE of \$15.00.**

- ❖ All rent periods begin **ON THE FIRST DAY OF THE MONTH** and end on the last day of the month.
- ❖ Tenants who rent units starting after the first day of the month will have the first months rent pro-rated calculated on a 30 day month and rounded off to the nearest dollar amount.
- ❖ Units are automatically rented for the next month if a notice to vacate has not been filed with the office at least **TEN (10) days prior to the end of the month.**
- ❖ A fee of \$25.00 will be charged for any returned checks
- ❖ **NO RENT REFUNDS**

BE ADVISED THAT UNDER MAINE STATE STATUTE, TITLE 10 SECTION 1374, THAT THE OPERATOR OF A SELF STORAGE FACILITY AUTOMATICALLY HAS A LIEN ON ALL THE PROPERTY STORED AT THIS FACILITY. AFTER TEN (10) DAYS OF NON-PAYMENT THE OPERATOR WILL OVERLOCK THE UNIT. A \$10.00 ADDITIONAL FEE WILL BE CHARGED FOR THIS. IF NON-PAYMENT CONTINUES, THE OPERATOR WILL EXECUTE THE OPTION TO TAKE POSSESSION OF ALL ITEMS WITHIN THE UNIT AND ULTIMATELY SELL SAID ITEMS AT AN AUCTION AT THE STORAGE SITE.

STORAGE RESTRICTIONS: Under **NO CIRCUMSTANCES** will the occupant use the unit(s) for residential purposes, storage of any living thing or any items which are dangerous, explosive, or deemed illegal. All spills will be immediately cleaned up by the Occupant. If the Occupant is unable to clean up a spill, the Occupant must inform the Operator so that condition of the unit can be restored. All items will be stored inside the unit and nothing will be placed outside without the Operator's written approval. No manufacturing can be performed within the units.

COLLECTION PROCEDURES & COSTS: The Occupant will be responsible for all costs entailed in collection of past due rent consisting of, but not limited to, legal fees, registered mailings, advertising and ultimate disposal. Interest, after 30 days, will accrue on all unpaid balances at 1 ½% per month. On the SIXTH (6th) day of the month, a delinquency notice will be mailed to the Occupant's current address as well as email if one was provided. This will be the **ONLY NOTICE** before the overlock is put on the unit after the 10th day of the month. All rents and fees must be paid in full before the unit is unlocked.

DENIAL OF ACCESS: Upon the failure of the Occupant to pay the rent for the storage space or unit when it becomes due, the Operator may, without notice, deny the Occupant access to the personal property located in the self-storage unit, and the Operator, without notice, not less than FIVE (5) days after the date rent is due, may enter and/or remove the personal property from the leased space to other suitable storage space pending its sale or other disposition. Occupant's access to the facility may also be conditioned in any manner deemed reasonable necessary by the Operator to maintain order on the premises. Additionally, if the Occupant is renting more than one space at any given time, default on one rented space shall constitute default on all rented spaces, entitling the Operator to deny access to Occupant to all rented spaces.

HOURS OF OPERATION: Occupants may enter the property between the hours of 6:00 am and 8:00 pm 7 days a week. Under no circumstances may an Occupant visit the storage facility outside those hours without contacting the Operator 24 hours in advance. **NOTE:** Access to units in the winter months would be appreciated during hours of daylight.

VACATING THE UNIT: A TEN (10) DAY WRITTEN NOTICE IN ADVANCE FOR TERMINATION OF OCCUPANCY IS REQUIRED FROM THE OCCUPANT PRIOR TO THE END OF THE MONTH. To vacate before the next month, notice must be filed NO LATER THAN THE 20TH OF THE CURRENT MONTH. Past the 20th, the unit(s) are rented for the next month automatically. If non-payment occurs, the security deposit will be used to cover the rent. All items and trash in the unit(s) must be removed. If the unit is not completely clean, a \$20.00 cleaning fee will be deducted from your deposit. The Operator may terminate this agreement with a FIFTEEN (15) day written notice to the Occupant either in hand or by certified mail.

INSURANCE: The Operator **DOES NOT AND CANNOT** assume any responsibility or liability for the Occupant's items stored in the unit(s). It is suggested that the Occupant contact an insurance company and procure insurance on goods stored at this facility.

Initials _____

SUBLETTING: Occupant may not sublet or assign the unit(s) covered in this agreement.

INSPECTION: The Operator shall have the right to inspect the unit(s) upon a 24 hour notice (either written or verbal). However, if any emergency is deemed to exist, the Operator or his agent may enter immediately. Additionally, the Occupant has inspected said unit(s) prior to the signing of this agreement and finds the unit(s) in good order and repair.

SNOW REMOVAL: The Operator takes full responsibility and will keep access to the units free of snow to the best of the Operator's ability. **NOTE:** Snow **DIRECTLY** in front of the rented storage unit(s) is the responsibility of the Occupant.

ABANDONMENT: This agreement shall automatically terminate if the Occupant abandons the space. The Occupant shall be deemed to have abandoned the space if the Operator finds the leased space unlocked and empty or unlocked and containing personal property with a value less than \$750.00 or a leased space possession of and all rights to which and any personal property within have been surrendered to the Operator by the Occupant. In the case of abandoned leased space with property having a \$750.00 or less value, the Operator has the right to immediately take possession of the leased space and dispose of any personal property in the leased space by any means at the Operator's discretion.

CONDITION AND ALTERATION OF SPACE: Occupant assumes the responsibility for having examined the space and hereby accepts it as being in good order and condition. In the event of any damage or injury to the space or premises arising from the act or omissions of the Occupant, or for which the Occupant is otherwise responsible, all expenses reasonably incurred by the Operator to repair or restore the space or premises shall be paid by the Occupant as additional charges and shall be due upon demand by Operator.

LIMITATION OF LIABILITY: The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the Operator has given permission in writing for the Occupant to store property exceeding such value. The Occupant agrees that the maximum liability of the Operator to the Occupant for any claim or suit by the Occupant including, but not limited to, any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create liability on the part of the Operator to the Occupant for any loss or damages to the Occupant's property regardless of cause.

OCCUPANTS LIABILITY: In the event of a foreclosure of the Occupant's interest to the space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Operator may use a collection agency thereafter to secure any remaining balance owed after the application of sale proceeds, if any. If any property remains unsold after the foreclosure or sale, the Operator may dispose of said property in any manner considered appropriate by the Operator.

WAIVER / ENFORCEABILITY: In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written in this Agreement.

ATTORNEY'S FEES: In the event the Operator retains the services of an attorney to recover any sums due under this agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay the Operator the reasonable costs, expenses, and attorney's fee incurred in any such action.

SUCCESSORS IN INTEREST: This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

GOVERNING LAW: This Agreement and any actions between parties shall be governed by Maine law.

LIMITED WARRANTY: This Agreement contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents of the Operator are not authorized or permitted to make any warranties about the space or the property in this Agreement. The Operator's agent's oral statements DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

Initials _____

CHANGES: All items of this Agreement, including but not limited to, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon a THIRTY (30) day prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Operator FIVE (5) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy.

NOTICES FROM OCCUPANT: Occupant represents and warrants that the information the Occupant has supplied in this Agreement is true, accurate and correct and the Occupant understands that the Operator is relying on the Occupant's representation. The Occupant agrees to give prompt written notice to the Operator of any change in the Occupant's last known address, any change in liens and secured interest on the Occupant's property in the space, and any time a motor vehicle is stored in the space. The Occupant understands he must personally deliver such notice to the Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to the Operator at the address shown on this Agreement or by email.

RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: The Operator and the Operator's agents shall not be liable to the Occupant or the Occupant's agents for injury or death as a result of the Occupant's use of the storage space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator or the Operator's agents.

RELEASE OF INFORMATION: The Occupant hereby authorizes the Operator to release any information regarding the Occupant and the Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

OCCUPANT'S LOCK: The Occupant must keep the space locked and must provide his own lock and key. At the request of the Occupant, a key may be provided to the Operator to keep onsite and locked in a secure location. Only **ONE** padlock per door.

RULES AND REGULATIONS: The Occupant agrees to abide by any rules and regulation adopted by the Operator. The Operator may modify any rules or regulations at any time by giving the Occupant a TEN (10) day notice either in hand or by mail.

STORAGE OF VEHICLES: If the Occupant stores any automobile, truck, boat, ATV or any other item that has a motor in it, the Occupant shall place a drip pan under any possible sources of leaks. The Occupant shall also disconnect the negative terminal of the battery or remove the battery from the personal property item. All automobiles will be parked in gear or in "PARK". Chock blocks for any trailers are REQUIRED. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit.

All other agreements between the parties to this Agreement will be in writing. All such agreements will be signed by both parties.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT AND HAVE A COPY FOR MY RECORDS.

Acknowledged by the undersigned parties on this _____ day of _____, _____.

OCCUPANT

OPERATOR