



SELF STORAGE OCCUPANCY AGREEMENT

The Space Place (Owner)
26470 US Route 11 Evans Mills, NY 13637
phone 315-629-5636 fax 315-629-4212
spaceplace@dimarcogroup.com

PLEASE PRINT

For Office Use Only

Date Entered _____
Initial Payment \$ _____
_____ (Check/Money Order) or _____ (Credit)
Gate Code _____
Concession Code _____
SEE ATTACHED

1a. Occupant Full Name (First, Middle, Last)	2a. Date of Move In:	3a. Military/Reserves/National Guard Personnel? ____ Yes ____ No
1b. Present Street Address:	2b. Storage Unit #:	3b. Military Branch:
1c. City, State, Zip:	2c. Monthly Rent:	3c. Military Unit Name:
1d. Social Security No.	2d. Phone (home):	3d. Military Unit Phone No:
1e. Driver License # and State	2e. Phone (work and cell):	3e. Military Unit Address:
1f. Email address:	2f. Employer Name:	3f. Military Contact:
1g. Alternate Address:	2g. Employer Address:	3g. Is Auto/Boat Waiver Rider Attached? ____ Yes ____ No
1h. Vehicle Plate # and State:	2h. Outside Storage Space #	3h. Vehicle Make and Model

4. **PREMISES:** Occupant is hereby granted permission by Owner to utilize a storage unit at the property located at 26470 US Route 11 Evans Mills, NY 13637, identified in Par. 2b, above ("Storage Unit").

5. **MONTHLY CHARGES.** Occupant agrees to pay occupancy charges for the Storage Unit at the monthly amount identified in Par. 2c, above. Occupancy charges are payable monthly in advance, and without demand by Owner. The first month's occupancy charge shall be prorated through the end of the month.

6. **PAYMENT OF CHARGES.** Occupant may pay by automatic credit/debit card withdrawal, check, or money order. **NO CASH WILL BE ACCEPTED.** Payments shall be made to The Space Place, 26470 US Route 11 Evans Mills, NY 13637. If Occupant chooses to pay by check or money order, and charges are not paid on or before the tenth (10th) day of the month, Occupant agrees to pay a **MANDATORY ADMINISTRATIVE FEE** of \$25, chargeable as additional rent, for each and every calendar month or part thereof for which payment is delinquent, until all amounts due have been paid. If Occupant issues a "bad" check, whether it is issued on a closed account, insufficient funds, or uncollected funds, the Occupant shall pay Owner a mandatory "BAD CHECK CHARGE" of \$25.00 for any such check. Additionally, Owner, at its option, may then refuse to accept checks for future payments if Occupant issues a "bad" check.

7. **INITIAL PAYMENT (Check # _____ Date _____)**

First Month's Occupancy Charge (prorated)	\$
Advance Occupancy Charges for ____ months	\$
Performance Deposit	\$
Total Initial Payment	\$

8. **AUTOMATIC DEDUCTION FROM CREDIT/DEBIT CARD.**

____ I elect to have the following credit/debit card charged monthly for occupancy charges.

Card (V,MC,D,AX)	Account Number:
Expiration:	Name on Card:
CVV2 #	Billing Address:

9. **OCCUPANT'S OBLIGATIONS:**

a) No bailment. Occupant acknowledges and understands that no bailment is created by this Agreement. The Owner is not engaged in the business of storing goods for hire, or the warehousing business, but is only providing a storage unit for rent in which the Occupant may store items of personal property owned by the Occupant. The Owner does not take care, custody, control, possession, or dominion of the contents of the storage unit and does not agree to provide insurance protection for the contents thereof. Except as provided in Section 182 of the Lien Law of the State of New York, the storage unit is under the exclusive control of the Occupant.

b) **Limitation of Liability.** The Owner will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the Occupant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, or any defect, whether known or subsequently created or discovered, in the storage unit, or act or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of the Owner, its agents or employees. Nothing in this Agreement shall create any liability on the part of the Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.

c) **Limitation of Damages.** Occupant represents to the Owner that the total value of all property stored or to be stored in the future in the storage unit is less than \$_____. Any limitation of damages upon enforcement of lien shall only be applicable after the Owner has enforced its Lien pursuant to subdivision 7 of § 182 of the Lien Law of the State of New York

d) **Mandatory Performance Deposit.** A performance deposit of one month's full rent is required to help secure the obligations of the Occupant under this Agreement and is to be paid by the Occupant upon the execution of this Agreement. The deposit shall be placed in a non-interest bearing account maintained by Owner. The deposit will be returned to Occupant without interest, within thirty (30) days after Occupant has vacated the Premises, *if* (i.) Owner has previously received a minimum ten (10) day written notice from Occupant terminating this Agreement, (ii.) Occupant has complied with all obligations to the Owner under this Agreement, and (iii.) the storage unit was left completely vacant, in good repair, and in broom-clean condition. Any unpaid occupancy charges due to Owner or costs of cleaning and/or repairing the unit may be deducted from the deposit.

e) **Physical Damage.** Any damage to Owner's property or the Premises caused by Occupant, it's employees, or invitees will constitute a breach of and default under the terms and conditions of this Agreement.

f) **Costs of Enforcement.** The Occupant agrees to pay all costs and expenses including reasonable service and processing charges as well as any attorney's fees Owner incurs in enforcing any term of this Agreement.

g) By placing his/her initials here, Occupant acknowledges that he/she has read, understands, and agrees to all of the provisions of this Section 9.

Initial: _____ (items 1-10) Initial: _____ (items 11-18)

10. ENTIRE AGREEMENT: THIS AGREEMENT (BOTH FRONT AND BACK OF FORM) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THERE ARE NO REPRESENTATIONS OTHERWISE. ALL OF THE PROVISIONS OF THIS AGREEMENT SHALL APPLY TO, AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, AND SUCCESSORS OF THE PARTIES. BY HIS/HER SIGNATURE BELOW OCCUPANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS OCCUPANCY AGREEMENT.

Occupant Signature	Date
Manager Signature	Date

11. TERM OF OCCUPANCY. This Occupancy Agreement shall begin on the day that it is signed by the Owner and the Occupant, and shall continue through the balance of the month in which it was signed. Occupant agrees that he/she is what the law refers to as a "month to month occupant". The term of this Occupancy Agreement shall automatically renew for the next monthly period, unless terminated by either party with a minimum of ten (10) days previous written notice to the other. Such notice shall state the date of notice, Occupant name, unit number, date of termination as the last day of the month following, and have an original signature from Occupant.

12. INSURANCE. The Occupant has been apprised that Owner does not have any obligation, and is not responsible to place or maintain insurance on Occupant's property stored in the Premises. Occupant understands and agrees that it is solely Occupant's responsibility to maintain its own insurance, and Occupant assumes all risk of loss.

13. USE OF PREMISES AND STORAGE LIMITATIONS.

(a) The Storage Unit is to be used for the storage of personal property only and may NOT be used for residential purposes or to house live animals. The unit may NOT be used for any unlawful purpose, nor will Occupant keep in the unit any explosive or highly flammable material, hazardous or toxic goods or substances; nor any food nor any other goods which emits odors, spoilage or decay and or whose storage use contravenes federal, state or local laws. Occupant, at its cost, is responsible for the appropriate and lawful disposal of all property. Occupant acknowledges and understands that the storage space is not suitable for the storage of items of sentimental, intrinsic or extraordinary value including, but not limited to, heirlooms, irreplaceable documents or records, invaluable property, art work, objects of special or emotional value to Occupant, or objects for which no immediate resale markets exist. The Occupant further agrees and understands that it may only store goods that the Occupant legally owns.

(b) The Occupant agrees to hold harmless the Owner and/or other Occupants and third parties and indemnify, save and defend such persons from any loss resulting in violation of the provisions of this Agreement and for any claim, action, proceeding, liability, loss damage and expense, including attorneys fees, arising out of any act or omission of Occupant or Occupant's agent.

(c) The Occupant hereby specifically grants unto the Owner permission to enter the storage unit at any time for the purpose of removing or disposing of any property kept in the storage unit in violation of the provisions of this Agreement. Such entry by Owner shall not constitute establishment of care, custody or control and shall not relieve Occupant of any of its obligations to Owner under the terms of this Agreement.

(d) Occupant agrees to install no more than one (1) lock on the unit.

14. DEFAULT AND REMEDY.

(a) NEW YORK STATE LIEN LAW § 182 PROVIDES THAT OWNER HAS A LIEN ON ALL PROPERTY OF OCCUPANT HELD AT THE FACILITY FOR OCCUPANCY CHARGES OR ANY OTHER CHARGES PAST DUE, OR DUE IN THE FUTURE, AND FOR EXPENSES NECESSARY AND REASONABLY INCURRED FOR THE PROTECTION OF ANY MONIES DUE TO THE OWNER. THIS LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST AND GOES INTO EFFECT AS OF THE DATE THE OCCUPANT'S PROPERTY IS BROUGHT TO THE FACILITY.

Should Occupant in any event:

- 1) Fail to pay occupancy charges;
- 2) Fail to pay any other charges, including administrative fees and bad check charges;
- 3) Abandon the storage unit;
- 4) Damage the Owner's premises or the storage unit as a result of the Occupant's actions of failure to act;
- 5) Fail to comply with any term of this Agreement or any of the rules and regulations of the Owner. (It is specifically understood that the Owner may have certain rules and regulations necessary for the operation of the facility and the Occupant and the Authorized Person(s) for Access specifically agree to familiarize themselves with said rules and regulations from time to time to abide by all terms and conditions as said rules and regulations are amended);

Then Owner may, after giving ten (10) days written notice to the Occupant (which notice shall be deemed to be given by the Owner by mailing same, certified or registered, return receipt requested, to the last known address of the Occupant) at its option do any of the following:

- i.) Make any demand or give notice as may be required by law, and should Occupant fail to comply with such demand or notice within the time required by law, Owner may declare this Agreement terminated

and sell Occupant's property at Occupant's expense in accordance with Section 182 of the New York Lien Law;

ii.) Refuse to provide access to the storage unit to Occupant, its agents or authorized persons;

iii.) Over lock and/or remove Occupant's lock on the rental space. However, there is no requirement that the Owner give any notice in order to avail itself of this self-help measure, which the Occupant hereby agrees, is valid and reasonable;

iv.) Inventory such property and charge the Occupant for the reasonable cost of such inventory;

v.) Pursuant to the provisions of § 182 of the Lien Law of the State of New York, sell the property contained in the rental space to any person by public or private sale and for any amount should a sale take place. Owner may move Occupant's property to another storage space in order to facilitate enforcement of its rights; and

vi.) Apply the proceeds of such sale only to the Occupant's indebtedness to the Owner and shall hold proceeds over and above the amount owed by the Occupant to the Owner in an account for the benefit of the Occupant. Upon written demand by Occupant within thirty (30) days of the sale, the excess, if any, shall be returned to the Occupant without interest. Owner shall hold such proceeds for a period not to exceed ninety (90) days, and it is specifically understood that the proceeds of such sale shall first pay the costs of sale and subsequent to the costs of sale, the payment of any occupancy charges, or any other charges.

13. NOTICE. Any notice required to be given under this Agreement must be in writing and addressed to the other party at the appropriate address. Any such notice will be deemed to have been given at the time it is duly deposited, postage prepaid, in the United States mail, unless otherwise required by law. Any address change may be changed only by written notice and must be acknowledged in writing by the Owner.

14. WAIVER. In any action or proceeding brought by one party as and against the other relative to this Agreement, the Occupant specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by the Owner

15. SUBLETTING OR ASSIGNMENT. Occupant may make no subletting of the space or any portion thereof or assignment of this Agreement.

16. BANKRUPTCY OR OTHER LEGAL ACTIONS: In the event that Occupant files a voluntary bankruptcy or suffers a petition in involuntary bankruptcy filed against him, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupy the demised premises is an issue, then, at the option of the Owner, this Agreement shall terminate and Occupant shall thereafter have no right, title or interest in or to any demised premises.

17. NEW YORK LAW TO APPLY: This Agreement shall be constituted under and in accordance with the laws of the County of Jefferson and State of New York.

18. SEVERABILITY. If any term of provision of this Agreement or its application to any person on circumstances is, to any extent, held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.