

**P&R STORAGE, LLC** P.O. Box 552, Olean, New York 14760 phone: 716-790-9488

RENTAL AGREEMENT for P&R Storage, LLC 2703 Route 16N, Olean NY 14760

Unit Number \_\_\_\_\_ Size \_\_\_\_\_ Lease Start Date \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_

Occupant Name/contact name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home ( \_\_\_\_\_ ) Cell ( \_\_\_\_\_ )

1. \_\_\_\_\_ Occupant agrees to provide new cell phone/contact information as needed
- 1a. \_\_\_\_\_ Occupant agrees that notice will be provided when the unit is emptied. Items left will continue the lease agreement unless notification is provided by text or email or letter in dropbox or mail.
- 1b. \_\_\_\_\_ Occupant agrees that a late fee of 10 % will be added if payment is more than 10 days late of due date.
- 1c. \_\_\_\_\_ Occupant agree to pay a \$30 clean out fee if the unit is not broom clean
- 1d. \_\_\_\_\_ Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

**2. Rental of Unit:** Owner hereby rents to Occupant the storage unit described above; term of occupancy to commence on the lease date above and shall expire either (a) on lease end date set forth above; or (b) if a month-to-month term, payment is due on the anniversary date of the lease. (i.e an agreement that starts on the 12<sup>th</sup> will have the next payment due on the 12<sup>th</sup> of the following month and the 12<sup>th</sup> of each subsequent month.

**3. Rent:** Monthly rent is payable on the lease date anniversary of each month during the occupancy. Rent for the first month must be paid prior to occupancy. Owner may increase rent by giving Occupant at least thirty (30) days' notice of the increase. Returned checks will incur a \$50.00 per incidence fee.

**4. Use of the Unit:**

(a) Occupant shall use the unit only for the storage of Occupant's personal property; however said property shall not consist of any flammable or hazardous material of any nature, or any material in violation of any law or zoning, fire or other governmental rules or regulations. The unit shall not contain food or beverage or anything edible that may attract animals, rodents, insects, etc. The unit shall not be used for human or animal occupancy, for car repairs or any dangerous activity, or in any way that is a nuisance to the Owner or other Occupants.

(b) Occupant shall maintain the premises in good condition and repair and at the expiration of the Agreement, return the premises "broom clean" and in the same condition as at commencement of Occupant's occupancy. Occupant shall be responsible for any damage caused to the premises as a result of Occupant's occupancy or acts.

(c) Occupant shall, at all times during occupancy under this agreement keep the unit locked with a heavy-duty steel lock.

**5. Expiration:** Upon expiration, Occupant shall remove all personal property from the premises. Owner may, at its option, dispose of property not so removed, at Occupant's expense of a \$50 clean out fee, or retain same as abandoned property.

**6. Default by Occupant:** Each of the following events shall be deemed a default by Occupant in the terms of this agreement:

(a) Nonpayment of rent by the 3rd day of due date for which the rent is due. (b) Abandonment of the premises by Occupant. (c) Failure to comply with any of the terms and conditions of this Agreement. Upon default, Owner may cancel this Agreement immediately upon notice to Occupant.

**7. Owner's Lien/Remedies:** Owner has a lien upon all personal property stored in the unit for occupancy fees or other charges, present or future, as more fully described in New York Lien Law, Section 182.

If the rent due is not paid by the anniversary date of the lease term, Occupant authorizes Owner to remove the contents stored by Occupant in the Unit, or place another lock on the Unit. If owner must resort to litigation to recover rent, damages or occupancy, Occupant shall pay Owner's reasonable attorney's fees and court costs. In the event of the Occupant's default, Owner may avail itself of any remedy provided by law or this agreement including, but not limited to the following, an exercise of one or more of which remedies shall not constitutes a waiver of Owner's use of any other rights:(a) Owner may terminate this agreement and may enter the unit and remove the contents thereof, disposing of said contents as provided in this agreement. (b) Owner may recover the entire lease payments remaining for the balance of the lease term. (c) Owner shall have a contractual lien on all items stored in the unit without liability for trespass or conversion

**8. Risk of Loss:** All property stored within the unit shall be at Occupant's sole risk except for losses resulting solely from the intentional conduct of the Owner. Owner does not provide protection or security for the units nor does Owner take custody or control over the contents of the unit. Owner shall not be held responsible for loss or damage to any of Occupant's property when such loss or damage is caused by the negligence of third parties, other Occupants, rodents, insects, or acts of God.

**9. Indemnification:** Occupant agrees to indemnify and hold Owner harmless from any other person for any loss, claim or expense resulting from the acts or omissions of any other Occupant or persons.

**10. Condition of Unit:** Occupant has inspected the unit and surrounding areas and found same to be in satisfactory condition. Owner has made no warranty or representation as to the condition of the unit or to the remainder of the premises and shall not be liable for any visible or non-visible defect therein.

**11. Inspection of Premises:** Owner and its agents may enter the unit at all reasonable times, upon reasonable notice to Occupant except in the event of an emergency, for the purpose of making necessary repairs, inspection of the premises, showing of the unit to a prospective Occupant, purchaser or mortgagee. Occupant shall make the unit available for entry upon such notice, or failing cooperation of Occupant, Owner may cause any lock to be removed at Occupant's expense and enter the unit without liability to Occupant.

I will use a rented lock, no fee if returned \_\_\_\_\_ I have my own lock. \_\_\_\_\_

Payment method: Initials Invoice monthly by an email PAYPAL invoice \_\_\_\_\_

Initials Pay by check/cash/money order to drop box or mailed to P.O Box 552 Olean, NY 14760 \_\_\_\_\_

**P&R STORAGE LLC** \_\_\_\_\_ **OCCUPANT SIGNATURE:** \_\_\_\_\_