

THIS AGREEMENT, executed in Hanover, York County, Pennsylvania,

On this _____ day of _____, 20____, between HANOVER MINI STORAGE, hereinafter called the OWNER

and the:

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Home _____ Cell/Work _____

Phone (____) _____ Phone (____) _____

E-Mail Address _____

Driver's License No. _____

IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:

Business Name _____

Business Phone (____) _____ Occupant's Title _____

IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION:

Branch _____ Military ID No. _____

GATE ACCESS CODE _____

UNIT NUMBER _____ SPACE NUMBER _____

APPROXIMATE SIZE _____ X _____

PAYMENT DUE DATE FIRST OF THE MONTH

RENTAL RATE \$ _____ PER MONTH

MOVE-IN COSTS

Administrative Charge \$ _____

Pro-Rated Rent (BALANCE OF CURRENT MONTH) \$ _____

First Full Month's Rent \$ _____

Performance Deposit \$ _____

Other (DESCRIBE) \$ _____

TOTAL MOVE-IN COST ▶ \$ _____

ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact _____

Phone (____) _____

IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE

X _____

SERVICE CHARGE SCHEDULE

Late Payment Charge (After 5 Days Late) \$ **GREATER OF \$25.00 OR 20% OF MONTHLY RENT**

Returned Check Charge \$ **50.00**

Written Notice To Vacate Not Given \$ **50.00**

Lock Cutting Charge \$ **50.00**

Delinquency Notice Preparation Charge \$ **50.00**

Lien Sale Advertisement Charge \$ **50.00**

Not Leaving Unit/Space Empty & Broom Clean .. \$ **100.00**

Damage To Facility (LABOR & MATERIALS) \$ **TO BE DETERMINED BY OWNER**

TYPE OF PROPERTY TO BE STORED:

HOUSEHOLD GOODS BUSINESS GOODS

MOTOR VEHICLE * WATERCRAFT *

TRAILER * OTHER *

** INDICATES-ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM*

This is a monthly lease for storage beginning ____/____/____. The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on or before the FIRST day of each succeeding month until terminated by either OWNER or OCCUPANT in writing.

- 1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT.**
- 2. PREMISES AND RENTAL AGREEMENT:** OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER the unit/space, collectively and herein called the "premises" located within the self-service storage facility named above (herein called the "FACILITY"). The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and if applicable, any addendums that may be incorporated into this rental transaction, collectively and herein called the "agreement," and for no other purpose.
- 3. RENTAL TERMS:** OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is one month. **The first payment of rent is due at the time of rental as shown in the move in cost schedule above. Subsequent monthly rent payments are due on or before the first day of each successive month until this agreement is terminated in writing.** Rental payments are not refundable. **OCCUPANT will be responsible for additional rent until the OCCUPANT'S locking device and stored personal property are removed. In addition to rent, the OCCUPANT shall deposit with the OWNER a performance deposit, equal to the amount shown in the move-in cost schedule.** The performance deposit paid by OCCUPANT to the OWNER shall not be applied as rent, will not accrue interest, and the OWNER is not required to segregate such performance deposit from other funds. **The performance deposit is refundable upon OCCUPANT'S removing his personal property from the premises in a timely fashion at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S locking device.** Performance deposit will be returned by U.S. mail within thirty (30) days of vacating. **A non-refundable administrative fee is also due at the time of rental.**
- 4. TERM AND TERMINATION:** The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis under the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the FACILITY and has given written notice thereof to OWNER **at least fifteen (15) days in advance of vacating date.** OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing fifteen (15) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) day notice prior to termination date.
- 5. NON-LIABILITY OF OWNER FOR LOSS, DAMAGES OR PERSONAL INJURY:** This agreement is made on the express condition the OWNER is to be free from all liability and claim for loss, damages, or personal injury by OCCUPANT or OCCUPANT'S family members, invitees, employees or agents, including, but not limited to, damage or loss to stored personal property or personal injury incurred while in, upon or in any way connected with this FACILITY, except for damage or loss to stored personal property or personal injury caused by an affirmative act of the OWNER or OWNER'S agent. If a court of law having competent jurisdiction determines that damage or loss to stored personal property or personal injury occurred as the result of an affirmative act of the OWNER or OWNER'S agent the maximum amount of any monetary damages, punitive or otherwise, including, without limitation attorney's fees, shall be limited to the sum of \$100.00.
- 6. INSURANCE OBLIGATION OF OCCUPANT:** Insurance carried by the OWNER shall be for the sole benefit of the OWNER. By placing his initials on the margin here, OCCUPANT acknowledges and agrees all personal property is stored at the OCCUPANT'S sole risk. The OCCUPANT shall make no claim whatsoever against the OWNER or the OWNER'S insurance carrier. OCCUPANT is advised to secure his own insurance covering the full replacement cost of all stored personal property against all perils, including, but not limited to, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, power failures or acts of God. OCCUPANT has the right to be self insured, but assumes full risk for damage or loss to stored personal property.
- 7. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE:** By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees (i) that this agreement has been reviewed and negotiated, and that the OCCUPANT has had the opportunity to consult with legal counsel of his choosing prior to execution of this agreement, (ii) to all of the terms and conditions of this agreement, (iii) to the provisions printed on the reverse side of this agreement, and, if applicable, (iv) to the provisions included on any addendums incorporated into this rental transaction. OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all **bold-faced** items. OCCUPANT acknowledges receipt of the rules and regulations of this FACILITY, a true and exact copy of this agreement, and, if applicable, any addendums incorporated into this rental transaction.
- 8. NOTICES:** By placing his initials on the margin here, OCCUPANT acknowledges that (i) he has been informed that notification by electronic mail is an authorized means of communication under Section 6 of the PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT and (ii) OCCUPANT affirmatively consents to be contacted using electronic means and to promptly advise OWNER of any change in OCCUPANT'S e-mail address. By placing his initials on the margin here the OCCUPANT further agrees to give OWNER prompt written notice of any change in OCCUPANT'S postal mailing address and/or any change in the liens and/or secured interests on OCCUPANT'S stored personal property and all such notifications and/or correspondence from OCCUPANT to OWNER shall be delivered, (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by verified mail, and all such notices shall be sent to the mailing address listed above. Notice(s) from the OWNER to OCCUPANT may be sent by personal service, verified mail, first class mail, electronic mail or by certified mail, return receipt requested, sent to OCCUPANT'S last known address.
- 9. INSPECTION:** OCCUPANT has been afforded an opportunity to inspect the FACILITY, and by placing his initials in the margin here, acknowledges and agrees that the premises and the common areas of the FACILITY are satisfactory for OCCUPANT'S storage purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas of the FACILITY. OCCUPANT shall be entitled to access the premises and the common areas of the FACILITY only during such hours and on such days as are regularly posted within the FACILITY.

Initials ¶ 6

Initials ¶ 7

Initials ¶ 8

Initials ¶ 9

Any special exceptions or conditions to this agreement are to be written in the space that follows:

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this AGREEMENT the day and year first written above.

OWNER

OCCUPANT

BY _____
 OWNER'S Agent

X _____
 If a business, give title.
 (Continued on reverse side)

TITLE: _____

10. **OWNER'S LIEN AND DENIAL OF ACCESS:** The Pennsylvania Self-Service Storage Facilities Act grants the OWNER a lien on all personal property stored at this self-service storage facility for rent, labor, or other reasonable charges that are due as specified in this rental agreement in relation to the stored personal property, and for expenses incurred during its preservation, sale or disposal. The OWNER'S lien attaches as of the date the personal property is brought to this self-service storage facility. After the OCCUPANT has been in default continuously for a period of twenty (20) days, the OWNER may deny OCCUPANT access to the stored personal property. OWNER may remove the personal property from the leased space and begin enforcement and satisfaction of the OWNER'S lien pursuant with the Pennsylvania Self-Service Storage Facilities Act after OCCUPANT has been in default continuously for a period of thirty (30) days. It is the OCCUPANT'S sole responsibility to disclose the existence of any lien on any stored personal property. The OWNER'S lien granted by the Pennsylvania Self-Service Storage Facilities Act is superior to any other lien or security interest except any lien existing prior to the date the personal property was placed at the self-service storage facility. "Personal property" means, movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, furniture and household items. "Default," means failure to perform any obligation set forth in this agreement. "Last known address," means that postal address or electronic mailing address provided by the OCCUPANT in the latest rental agreement or the postal address or electronic mailing address provided by the OCCUPANT in a subsequent written notice of a change of address.
11. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
12. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
13. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the rented premises, or the stored contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
14. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against all claims for damaged or lost personal property or personal injury and costs, including attorney's fees, arising from OCCUPANT'S rental or from any activity permitted or suffered by OCCUPANT while within the FACILITY.
15. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
16. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirements, or do any act or cause any act which creates or may create a nuisance and/or hazard.
17. **USE, MAINTENANCE, AND QUIET CONDUCT:** The premises shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. **The OCCUPANT will not use the premises as a residence,** nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the interior and exterior of the premises. OCCUPANT shall not cause or permit any hazardous substance or any corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the FACILITY, the presence of which results in contamination, OCCUPANT shall promptly, at its sole expense, take all necessary actions to return the FACILITY to its condition previous to the presence of such hazardous substance.
18. **ALTERATIONS AND WASTE:** OCCUPANT shall not make or allow any alterations to the premises. OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises.
19. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will provide, at OCCUPANT'S own expense, a locking device for the premises that OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the stored personal property. Although there may be a place on the door of the premises for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any governmental authority, to remove such locking device by cutting or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified by certified mail, either before or after entry. If OWNER or any authorized governmental agency removes OCCUPANT'S locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S overlock until the OCCUPANT can inspect the personal property and provide a new locking device to secure the premises. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency, and OWNER'S overlock remains on the premises, said action does not constitute Bailment in any manner. OWNER'S action is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
20. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains within the FACILITY after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as their property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the personal property abandoned if the OCCUPANT removes the locking device from the premises. By contract the OCCUPANT is required to utilize a locking device at all times. If said abandoned personal property or any part thereof is sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled. If the OWNER deems the personal property to have no saleable value, the OWNER may dispose of the personal property at OCCUPANT'S expense.
21. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced notice to the OCCUPANT. In the event of an emergency, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the premises to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. An emergency, as used in this agreement, shall be defined as any event which jeopardizes the health, safety and/or well being of the FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY. Following the emergency the OWNER shall promptly notify the OCCUPANT that access to the premises was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
22. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in article 9 on the reverse side, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY or any personal property stored therein. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
23. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all units or spaces rented, whether part of this Agreement or another Agreement between OWNER and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OWNER may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with lien enforcement in accordance with state law. The OWNER reserves the right to require any past due payment be made in cash, cashiers check, or money order.
24. **CROSS-COLLATERALIZATION OF UNITS OR SPACES:** When OCCUPANT rents more than one unit or space at this FACILITY, the rent is secured by the personal property stored in all the units or spaces rented. Failure by OCCUPANT to pay on any unit or space shall be considered a default on all units or spaces rented. If all rent on all units or spaces is not paid when due the OWNER may exercise all available remedies, including but not limited to, denial of access to the FACILITY and the sale or disposal of the property in accordance with state law.
25. **STATEMENTS, NOTICES AND SERVICE CHARGES:** It is expressly understood and agreed that OWNER is not required to, nor does OWNER send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. A listing of current service charges is shown in the service charge schedule of this agreement. All service charges are subject to change upon thirty (30) day notice. All service charges are due as additional rent to defray the additional clerical and administrative charges incurred by the OWNER. **Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.** The OWNER reserves the right to require service charges to be paid in cash, cashier's check, or money order.
26. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises, or any portion thereof. Any attempt to assign or sublease shall be void.
27. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
28. **ACCESS CONTROL MEASURES:** This FACILITY utilizes various access control measures designed to deter unauthorized access to the FACILITY. However, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
29. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
30. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy, or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the leased premises is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.
31. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default, OCCUPANT agrees that the OWNER has the right to provide a third party collections agency with the OCCUPANT'S contact information for collection purposes. The OCCUPANT will also be responsible to pay OWNER'S costs with respect to the engagement of such third party collection agency.
32. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
33. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
34. **CONSTRUCTION:** OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.
35. **SEVERABILITY:** In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
36. **ELECTRICITY:** Any electrical outlet or device located within this FACILITY is for OWNER'S use only.
37. **MILITARY SERVICE MEMBER:** If OCCUPANT, or their spouse, is a member or becomes a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement, OCCUPANT MUST disclose said information to OWNER in the last known address area, on the reverse side of this agreement or via other written notice to the OWNER. If you are transferred or deployed overseas on active duty you must provide OWNER written evidence of the transfer or deployment prior to the transfer or deployment. The OWNER will rely on this information to determine the applicability of the Service Members Civil Relief Act.
38. **VALUE LIMIT:** OCCUPANT agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S personal property, regardless of cause.
39. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT'S stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.
40. **AMENDMENT:** The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
41. **ENTIRE AGREEMENT:** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.