

OUTDOOR STORAGE, LLC
4 Carmichael Street, Suite 111 PMB2050
Essex Junction, VT 05452
802-578-3358

Outdoor Storage Space Rental Agreement

Space Number: _____ **Gate Code:** _____ **Date:** _____

Tenant Information:

Name 1: _____

Name 2: _____

Address: _____

City: _____

State: _____ **Zip:** _____

Home Phone #: _____ **Cell Phone #:** _____ **Work Phone #:** _____

Email Address: _____

Tenant's License #: _____ **State:** _____

Last 4-Digit's of Tenant's Social Security Number: _____

Credit Card #: _____ **Credit Card Expiration#:** _____

Description of Vehicle / Item / Space: _____

License Plate: _____

I, _____ (Tenant) hereby rent from **Outdoor Storage, LLC** (Landlord), those certain premises described as Space Number _____ located at Route 2A, Essex Junction, Vermont, hereinafter referred to as "premises" or "space". The Landlord's property located at Route 2A, Essex Junction is hereinafter referred to as "Landlord's Premises".

LIEN. Landlord shall have a lien upon all property stored by Tenant in Tenant's space, property being defined as any recreational vehicle, camper, motor-home, boat, automobile, trailer or any other property (hereinafter referred to as "property") placed in the space on the Landlord's premises by the Tenant. Such lien shall be for occupancy fees (rent) or other charges, present or future, in relation to Tenant's storage of such property and for all such expenses necessary for the properties preservation, or expenses reasonable incurred in its sale or other disposition, and any and all other charges pursuant to the terms of this Rental Agreement. This lien shall be superior to any other lien or security interest in the Tenant's stored property. This lien attaches as of the date that the property is brought to and placed on the Landlord's premises.

LANDLORD RESERVES THE RIGHT TO TAKE POSSESSION OF THE TENANT'S PROPERTY BY ATTACHING A BOOT TO THE PROPERTY OR BY SOME OTHER METHOD TO SECURE POSSESSION OF THE TENANT'S PROPERTY OF THE TENTANT'S MONTHLY RENTAL PAYMENT IS NOT RECEIVED WITHIN 10 DAYS FROM THE RENTAL DUE DATE.

1. RENT. Rent is the sum of \$ _____, per month, for a minimum rental period of 1 month. Rent is payable in advance upon the 1st day of each and every calendar month to Landlord or to Landlord's designated agent. Unless otherwise noted in writing, rent shall be made payable to Outdoor Storage, LLC and shall be paid to 4 Carmichael Street, Suite 111 PMB 2050, Essex Junction, VT 05452. In the event that rent is not paid within ten (10) days after the due date, Tenant agrees to pay \$10.00 as a late fee for such late payment. In the event of a dishonored bank check from Tenant to Landlord, Tenant agrees to pay a \$10.00 fee and associated bank charges for such dishonored check. All late fee charges shall be deemed to be additional rent due and payable under this Rental Agreement. The assessment of a late fee by the Landlord does not waive the right of Landlord to seek any other relief or damages set forth in this Agreement.

2. DEPOSITS. Tenant shall pay in advance a security, cleaning and damage deposit of \$ _____, to be held by Landlord for Tenant's faithful performance of the terms of this Rental Agreement, to be used for the repair of the space, if necessary, and for any delinquent rent. In no event shall the security deposit be used for any monthly payment including, but not limited to the last month's payment. The deposit will normally be returned to Tenant within seven (7) days after Tenant relinquishes the space to landlord less all charges for repairing the space. However, Landlord reserves the right to hold deposits for up to fourteen (14) days to determine the extent of damages, if any, and to allow time for payments made by Tenant by check to clear. In addition, at Landlord's sole option, Landlord may retain any amounts necessary to compensate Landlord for rent due and unpaid under this Agreement at the time of surrender. Retention by Landlord of the security deposit for partial payment of amounts due pursuant to this Rental Agreement shall not constitute a waiver by Landlord to collect further amounts from the Tenant.

RENT IS DUE THE FIRST (1ST) OF EACH MONTH - NO STATEMENTS ARE SENT.

- A. I understand that the Landlord is renting space for my storage of property and the Landlord is not a bailee or warehouseman in the business of storing goods for hire.
- B. I understand that the Landlord does not provide insurance coverage on my property or any property contained within my property.
- C. I understand that I will be liable for a full month's rent if not vacated by the first of the month.
- D. I understand that the property stored in the space is subject to a lien for all rents and/or other charges incurred on my behalf by the Landlord.
- E. I understand that the property stored on the space may be sold to satisfy the Landlord's lien if I am in default under the terms of this Rental Agreement.
- F. Paragraph #3 through #18 on the following page(s) this Agreement have been reviewed, are understood and are accepted as part of this Rental Agreement.

Tenant Signature: _____ **Date:** _____

Landlord Signature: _____ **Date:** _____

Outdoor Storage, LLC
Outdoor Storage Space Rental Agreement (Continued)

3. USE AND OCCUPANCY AND COMPLIANCE WITH LAW. The tenant's space is to be used only for the storage of property itemized on Page 1 of this Rental Agreement. Tenant agrees that the space will not be used for the operation of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the space. The storage of welding, flammable, explosive or other inherently dangerous materials is prohibited. Tenant shall not store in or on the space any items which shall be in violation of any order or requirement imposed by any Court, Board of Health, Sanitary Department or other government agency or in violation of any legal requirement or to do any act or cause to be done any act which creates or may create a nuisance in or upon or connected to the space or Landlord's premises. Tenant shall not do maintenance on any property stored on the premises which would have any potential whatsoever of creating hazardous waste. Such prohibited maintenance, includes but is not limited to oil, dumping of human waste or major mechanical work.

4. ACCESS. In Landlord's sole discretion, Tenant's access to the Landlord's premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order and protect security on Landlord's premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and requiring Tenant to sign in and out upon entering and leaving the Landlord's Premises and the Tenant's space. Initially, Tenant will be given an access number to enter the Landlord's premises and to have access to the Tenant's space. Should Tenant become delinquent in rent or other charges due by ten (10) days, Landlord reserves the right to cancel Tenant's access code number, thereby denying Tenant access to Landlord's premises. If Tenant's access number has been canceled for any reason whatsoever, then Tenant's entrance upon Landlord's premises shall be considered trespassing and Tenant may be prosecuted for such trespass.

5. RULES. Tenant agrees to abide by all OUTDOOR STORAGE, LLC rules and policies, if any, that are posted and in effect or that may be put into effect from time to time. Landlord agrees to supply written copies of such rules to Tenant as they now exist and as they may be modified or adopted in the future. The posting of such rules upon Landlord's premises shall constitute acceptance by Tenant of such rules and policies.

6. CONDITION AND ALTERATION OF PREMISES. Tenant has examined the Landlord's premises and Tenant's space and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Landlord of any defects or dangerous conditions. Tenant agrees to keep the premises in good order and condition and to pay Landlord promptly for any repairs to the Landlord's premises or Tenant's space, caused by Tenant's negligence or misuse or the negligence or misuse of Tenant's invitees, licensees, and/or guests. Tenant shall make no alterations or improvements to the Landlord's premises or Tenant's space without prior written consent of Landlord.

7. INSPECTION. Landlord may enter the Tenant's space for the purpose of inspection without prior notice to the Tenant whenever Landlord believes that there may be a hazardous condition or nuisance upon such space.

8. TERMINATION. The tenancy created by this Rental Agreement may be terminated by either Landlord or Tenant by giving ten (10) days written notice to the other. As a condition of such termination, and prior to return of any security deposit, Tenant shall completely vacate Tenant's space and the Landlord's premises leaving both in good and clean condition, reasonable wear and tear accepted. Landlord shall be given the opportunity to inspect the Tenant's space in presence of the Tenant to verify final condition of the space. As further conditions of termination, Tenant shall leave a forwarding address with Landlord where Tenant may receive notice by Certified Mail of any action to recover unpaid rent or for damages to the Landlord's premises or Tenant's space caused by the Tenant.

9. LANDLORD LIEN / ABANDONMENT. Tenant shall not abandon and/or vacate the space at anytime during the term of this Agreement without notifying the Landlord and paying all sums due Landlord. In all events, rent shall continue to be due and owing until such time as the Tenant's property is removed from the space prorated to the end of the month pursuant to paragraph C on the first page of this contract. In addition to any other circumstances indicating abandonment by Tenant, it is specifically agreed that in the event that rent is due, owing and unpaid in any part (for example, underpayment) for ten (10) consecutive days (rent being due on the first of each month) it shall be conclusively presumed that Tenant has abandoned the space and has left the property contained within Tenant's space abandoned. In the event of such abandonment, Tenant agrees that Landlord may enter and inspect the Tenant's space, terminate the tenancy, and the Landlord shall have a lien for all rents or other charges due or to become due under this Rental Agreement (including any later changes incurred per month) such lien applying to all of Tenant's property contained on Landlord's premises, Tenant acknowledges that Landlord reserves the right to over-lock and/or "boot" Tenant's property if a Rental payment is not received within ten (10) days from the due date. In the event of non-payment of rent after the tenth (10th) day when due and if Landlord will be taking possession of Tenant's property then Landlord shall notify the Tenant by First Class Mail that the Landlord has taken possession of Tenant's property and that the Tenant's property may be subject to public or private sale if rent or other charges are not paid within thirty (30) days of the mailing of the notice. If rent remains unpaid after that date, Landlord shall notify Tenant by certified mail that Landlord may sell Tenant's property at public or private sale including sealed bids, and shall provide Tenant at least an additional fifteen (15) days advance notice of such sale. Tenant may reclaim his or her property up to the time of the proposed sale by paying all rents, expenses (including, but not limited to, postage and sale fees), late fees (\$10 per month), attorney's fees and costs if any owed to Landlord in cash, money order or certified check. Tenant acknowledges that Landlord may dispose of any abandoned vehicle pursuant to title 24, section 2271-2274 of the Vermont Statutes Annotated which authorizes the disposal of junked / abandoned vehicles. Such Statutes may allow the Landlord to receive title to such vehicle free and clear of any interest of Tenant or any all persons claiming through or under Tenant. Tenant is solely responsible for notifying Landlord of any change of address throughout the term of this Tenancy or during the time period of any delinquencies. Failure to notify Landlord of any change of address shall be deemed the fault of the Tenant and in no way shall be deemed a defense to the sale and or acquisition of title by Landlord of Tenant's property. Should the sale of Tenant's property not yield sufficient money to satisfy Landlord's lien, Landlord reserves the right to collect the deficiency from Tenant and Tenant acknowledges that Tenant continues to remain personally liable for such deficiency.

10. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet or assign any portion of the Tenant's space without the prior written consent of the Landlord.

11. ATTORNEY'S FEES. If legal action shall be brought by Landlord for any breach of this Agreement, Tenant shall pay to Landlord all costs, expenses and reasonable attorney's fees incurred by Landlord in such action. Legal action shall include any letters written by Landlord's attorney on behalf of Landlord associated with the collection of any fees including rent. If collection leads to the hiring of a collection agency, a reasonable collection fee, as assessed by the collection agency will be added to all sums due by Tenant to Landlord.

12. IDEMNITY. Tenant, for himself or herself, his or her agents, executors, administrators and assigns does hereby indemnify and agree to hold Landlord, its agents and assigns, free and harmless from any and all claims, demands, actions, causes of action, damages, attorney's fees and costs of any kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or rising out of the Tenant's use or occupancy of the Tenant's space or Landlord's premises.

13. RELEASE OF LANDLORD'S LIABILITY. As further consideration for the use of Tenants or Landlords space premises, Tenant for himself or herself, his or her agents, executors and assigns, guests, licensees or invitees, releases Landlord, it's successors and or assigns, for any loss or damage, injury or death, caused to tenant or tenant's property, as a result of the use or occupancy of the space as premises being leased. It is further agreed that any stored property is placed in the space at Tenant's sole risk, and Landlord's agents, employees and assigns shall have no responsibility or liability for any loss or damage to the Tenants property from any cause whatsoever. It is agreed by Tenant that this release of Landlord's liability is a bargain for condition of the rent set forth herein, that Landlord does not carry insurance to cover losses or damages to Tenant's property from any cause whatsoever and that were Landlord not released from liability as set forth herein, a much higher rent would have to be agreed upon. Tenant further acknowledges that insurance is available from independent insurance companies to protect Tenant in the event of theft, damage or destruction of the property stored on Tenant's space. In the event Tenant acquires such insurance, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord or Landlord's agents or employees for liability released herein. Tenant acknowledges that Landlord does not warrant or represent that Tenant's property will be safely kept nor that it will be secured against theft, nor that the premises and space are secure against hazards caused by water, fire or the elements of weather.

14. SECURITY OF TENANT'S SPACE. Tenant agrees to be solely responsible for providing his or her own locks or other security devices to protect the property stored on Tenant's Space.

15. PARTIAL PAYMENT OF RENT. Landlord will accept Tenant's partial payment of rent solely to reduce the outstanding balance on Tenant's account. Partial payments of rent on delinquent rents shall be first supplied to late fees and then to delinquent monthly rentals. Tenant shall be deemed still in default of his or her rental obligation in the event of a partial payment and the property on Tenant's space will still be subject to a lien and the terms of Paragraph 9 above. Landlord has not promised nor otherwise indicated that the disposal of Tenant's property will be delayed or stopped by acceptance of partial payment unless indicated in a separately executed, handwritten or typed document signed by both Landlord and Tenant.

16. CHANGE OF ADDRESS. Tenant is solely responsible of notifying Landlord of any change of mailing address through the terms of this Agreement or during the period of any delinquency. Failure to notify the Landlord of a change of address shall be deemed the fault of Tenant and in no way shall such a failure be deemed a defense to the provisions of Paragraph 9 above or any other provision of this Rental Agreement by Tenant. All change of address notices shall be hand delivered or mailed by Certified Mail so as to guarantee proof of notice of such change of address to the Landlord.

17. DESCRIPTION OF PROPERTY. Tenants shall only store on his or her space that property as described on the first page of this Agreement.

18. MOVEMENT OF TENANT'S PROPERTY. Landlord reserves the right to move Tenant's property in the event that such movement is necessary to protect such property or in the event that Tenant is delinquent under the terms of this Rental Agreement. Landlord also reserves the right to move Tenant's property in the event that Tenants space has changed location; Landlord expects to keep potential movement to a minimum and will notify Tenant by Telephone, Email or Mail prior to moving Tenant's property.