

SELF STORAGE RENTAL AGREEMENT - NEW YORK

This Rental Agreement is executed at the place and on the date set forth below, between A Space Place LLC (hereinafter the "Lessor" and _____ (hereinafter "Tenant" or the "Occupant as evidenced by their signatures below, and is made subject to the terms and conditions set forth below in this Rental Agreement, which terms and conditions are incorporated herein and made a part here of for all purposes. In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Tenant, Lessor does hereby lease to Tenant and Tenant hereby leases from Lessor the storage unit named below, hereinafter called "the Space" or if referring to the entire property, "the Facility."

1. Tenant Information

Tenant information must be current and accurate
Please Print

Name _____
Address _____
City _____ State _____ Zip _____
Phone (Home) _____ (Business) _____
Social Security Number _____
Driver's License Number _____ State Issued _____

Storage Space # _____
Approximate Size _____
Monthly Rent \$ _____
Prepaid Rent \$ _____
Lock \$ _____
Administration Fee \$ _____

Tenant Initials _____
Authorized Access _____ Emergency Contact _____ Phone _____
(Accommodation to Tenant only, no rights granted to the person under the Agreement)

RENT IS DUE ON THE 1ST DAY OF EACH MONTH - A BILL WILL NOT BE SENT TO YOU.

2. Terms

This Rental Agreement is a month-to-month rental agreement which shall commence on the date of execution and shall continue through the last day of the current month. Hereafter, the term of this Agreement shall automatically renew each and every month unless notice is given ten (10) days prior to the end of the last month of tenancy by either party, subject to all terms and conditions hereafter stated. If, for any reason, Tenant fails to remove his/her property from the Space after the term of this Agreement, then this Agreement shall be automatically renewed, on a month-to-month basis. In the event this agreement is extended or renewed, it is expressly agreed that the covenants and terms of this Agreement shall remain in full force and effect.

3. Rent

The rent shall be \$ _____ per month which along with the fees described herein, Tenant acknowledges and agrees are fair and reasonable value, for the services rendered hereunder. Rent shall be payable as follows: Rent is due and payable the first day of each calendar month, in advance and without set off or demand. If rental is not paid by the tenth (10) day of the month due, Tenant agrees to pay a CHARGE if permitted by law of \$ _____. Any account Thirty (30) or more days delinquent will be assessed an additional \$ _____ Foreclosure fee. Tenant agrees to pay a \$ _____ charge for each RETURNED CHECK. The late charges and returned check charges shall be deemed as and for rent. Lessor reserves the right to refuse partial payment, but if accepted, partial payment of rent does not waive or void the legal effect of prior notices given to Tenant unless expressly agreed to in writing by Lessor. Lessor reserves the right to refuse payment by check. Lessor acknowledges payment of rent of \$ _____ which pays rent until _____, 20___. All rental payments shall be made to the Lessor at the above stated address or at such other place as shall be designated in writing from time to time by Lessor. Any additional charges shall be payable concurrently with the rent payment or at the time the additional charge is levied. In the event of a seizure under Paragraph 12 hereof, it is understood and agreed that the liability of Tenant 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 or termination of this Agreement, whichever occurs first in time. It is further agreed that the Tenant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this Agreement, expenses incurred for the sale and/or disposition of the property, including but not limited to advertising costs, attorneys' fees, court costs, search costs and any costs of repair and damages to the Space or Facility as provided for below as additional rent hereunder. In the event of a sale or other disposition, it is agreed that the date of any such sale or other disposition shall constitute the date of termination of this Agreement. NOTICE: The monthly occupancy charges and other charges set forth herein are the actual charges you must pay.

4. Past Due Rent

In addition to, but not in limitation of, all remedies available to Lessor, the laws of this state as referenced in Lockout Paragraph 12B., gives the Lessor a lien upon all personal property, whether or not owned by the Tenant, located at the self storage facility for payment of rent, labor or other charges reasonably incurred. In the event Tenant is in default hereunder, the Lessor may without notice, deny the Tenant, its agents or lien holders access to the property located in the self-storage facility. All charges of whatever nature due under this Rental Agreement shall constitute rent.

Tenant Initials

_____ If rent has not been received, the Lessor shall have the right to place its own additional lock on Tenant's door after the Fifth (5) day of the rental period unless otherwise set forth by the self-storage laws of this state. The placing of Lessor's lock shall serve as notification that rent is due and not paid according to the Lessor's records. The Lessor's lock shall be removed only during the office hours of the self-storage facility and only if Tenant cures the default hereunder.

5. FEE

Concurrently with the execution of this Rental Agreement, Tenant shall pay Lessor \$ _____ as a nonrefundable new account Administration Fee which Tenant acknowledges is fair and reasonable.

6. RENEWAL

Lessor reserves the right not to extend or renew this Agreement with or without cause, and Tenant agrees to vacate upon any default by Tenant or upon any notice of termination from Lessor.

7. HOLDING OVER

Unless ten (10) days prior to the end of the last month of tenancy, or any extension or renewal of this Agreement, either of the parties gives the other party notice of his/her intention to terminate this Agreement at the end of the paid term, this Agreement shall be construed as a tenancy at sufferance at the rental rate and on the same terms and conditions herein specified, or as such may be modified pursuant to Paragraph 18 below. TENANT AGREES TO GIVE WRITTEN NOTICE OF INTENT TO TERMINATE OR VACATE TEN (10) DAYS PRIOR TO THE END OF THE LAST MONTH OF TENANCY, AND TENANT AGREES THAT FAILURE TO GIVE SUCH WRITTEN NOTICE WILL ALLOW LESSOR TO CLAIM AND RECOVER ANY DAMAGES AND CHARGES TO WHICH LESSOR MAY BE ENTITLED (Refer to Paragraph 36 "Rules and Regulations" Item #13).

8. USE

The Space shall not be used as a residence nor for any unlawful purpose and will be kept in good condition by Tenant. Tenant shall have sole responsibility to secure the Space and in the event Tenant fails to do so, Lessor may, in its sole discretion, but shall have no responsibility to, secure Tenant's Space. Tenant shall only store personal property owned by Tenant, and should not store heirlooms or other property with sentimental value. Tenant represents that, except as set forth in Section 35, none of the personal property stored in the Space is subject to any lien including those perfected security interests under the Uniform Commercial Code in which Tenant is a debtor. Tenant has exclusive control of the Space during the term of this Agreement, and specifically agrees that so long as Tenant observes the Rules and Regulations and the provision of this paragraph, Lessor is not concerned with the kind, quality or value of any goods stored; subject to the limitations set forth below.

Description of property to be stored _____

If Fair Market Value exceeds \$5,000 please supply Insurance Co. _____; Policy # _____. Tenant agrees that in no event shall the total value of all property stored in this Space be deemed to exceed \$5,000 unless the above stated policy is in effect for the entire period of occupancy. The provisions of this paragraph do not alter the release of the Lessor's liability set forth in Paragraph 12 "Default" nor do they constitute any admission that the Tenant's stored property has any value whatsoever. Storage of any materials classified as hazardous, controlled or illegal under any state, federal or local law or regulation is prohibited. The storage of welding or flammable, chemical, odorless, explosive or other inherently dangerous material is prohibited. Tenant shall not do or permit to be done any act which creates or may create a hazard, nuisance or an environmental problem in connection with Tenant's use of the Space or the Facility. In Lessor's sole discretion, access to the Facility may be conditioned in any manner deemed reasonably necessary by Lessor. Tenant acknowledges that the Space shall be used for storage only, and not to be used for the conduct or operation of any business, or for animal habitation or for the storage of any food or other perishable item.

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9. Insurance OBLIGATIONS/ LIMITATION

NO BAILMENT IS CREATED HEREUNDER. LESSOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND ALL PROPERTY STORED / WITHIN OR ON THE SPACE BY TENANT OR LOCATED AT THE FACILITY SHALL BE AT TENANT'S SOLE RISK AND SUPERVISION. LESSEE CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MIGHT HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR BEING ON OR ABOUT THE FACILITY, AND OF LIABILITY THEREFORE, TENANT MUST OBTAIN A NY DESIRED AT HIS/HER OWN EXPENSE. LESSEE STRONGLY RECOMMENDS THAT TENANT SECURE HIS/HER OWN INSURANCE TO PROTECT HIMSELF/HERSELF AND HIS/HER PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE. LESSEE SHALL NOT BE RESPONSIBLE TO TENANT OR TENANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY PERSONAL INJURIES OR PROPERTY DAMAGE, OR LOSS FROM THEFT, VANDALISM, FIRE, SMOKE, WATER, HURRICANE, RAN, TORNADO, EXPLOSION, ACTS OF GOD, OR ANY OTHER CAUSE WHATSOEVER, TO THE EXTENT ALLOWED BY LAW. TENANT ACKNOWLEDGES THAT LESSOR DOES NOT TAKE CARE, CUSTODY, CONTROL, POSSESSION OR DOMINION OVER CONTENTS IN OR ON THE SPACE, OR AT THE FACILITY. AND DOES NOT AGREE TO PROVIDE PROTECTION FOR THE FACILITY, THE SPACE OR THE CONTENTS THEREOF. TENANT MUST TAKE WHATEVER STEPS HE/SHE DEEMS NECESSARY TO SAFEGUARD WHAT IS AT THE FACILITY OR IN OR ON THE SPACE. TENANT MUST PROVIDE HIS/HER OWN LOCK AND KEY AND ASSUMES FULL RESPONSIBILITY FOR WHOMEVER HAS POSSESSION OF THE KEYS AND ACCESS TO THE SPACE. LESSOR SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM FAILURE, INTERRUPTION OR MALFUNCTION OF THE UTILITIES, APPLIANCES, OR FIXTURES, IF ANY, PROVIDED TO TENANT UNDER THE TERMS OF

THIS RENTAL AGREEMENT.

TENANT HEREBY EXPRESSLY AGREES THAT ANY CARRIER WHICH ISSUES ANY INSURANCE ON ANY PROPERTY STORED OR OTHERWISE LOCATED IN THE SPACE SHALL NOT HAVE THE RIGHT OF SUBROGATION TO ANY CLAIM THE TENANT HAS AGAINST THE LESSOR, LESSOR'S AGENTS OR EMPLOYEES TO INCLUDE LESSOR'S INSURANCE CARRIER.

Should any of Lessor's employees perform any services for Tenant at Tenant's request, such employees shall be deemed to be the agent of the Tenant, regardless of whether payment for such services is made or not, and Tenant agrees to indemnify and hold Lessor harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Lessor. Notwithstanding that Lessor shall not be liable for such occurrences, Tenant agrees to notify Lessor immediately upon the occurrence of any injury, damage or loss suffered by the Tenant or other persons on or within the Facility. Nothing in this paragraph is intended to limit or waive either parties' rights under the laws of this state as referenced in Paragraph 12B.

By placing his/her initials Tenant acknowledges that he/she has read and understands the provisions of this Paragraph 9 and agrees, and will comply with its requirements.

Tenant Initials
Here _____

10. INSPECTION

Upon the request of the Lessor, the Tenant shall provide access to the Lessor, or its agents, contractors or any representatives of the fire and police departments to enter the Space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency, the Lessor may enter the Space for any of the above stated purposes without notice to or consent from the Tenant, and Lessor reserves the right to remove the contents of the Space to another space or Facility. For the purposes of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

11. LIEN

IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, OR ION ANYWAY RELATED TO, TENANT HEREBY GIVES LESSOR A CONTRACTUAL LANDLORD'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER, STORED IN OR ON THE SPACE OR AT THE FACILITY IN ORDER TO SECURE THE TIMELY PERFORMANCE OF THE TENANT'S OBLIGATIONS UNDER THIS AGREEMENT AND SECURE THE PAYMENT OF ALL RENTS, CHARGES, EXPENSES, FEES, AND COSTS ARISING FROM, OR IN ANY WAY RELATED TOM TENANTS DEFAULT. FURTHERMORE, PURSUANT TO THE LAWS OF THIS STATE AS REFERENCED IN PARAGRAPH 12B, LESSOR HAS A LIEN ON ALL PROPERTY IN A SELF-STORAGE FACILITY FOR THE PAYMENT OF RENTS, LABOR OR OTHER CHARGES, FEES, COSTS AND EXPENSES THAT ARE DUE AND UNPAID BY THE TENANT

12. DEFAULT

Time is of the essence in the performance of this Agreement and in the payment of each and every install ent of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaidm, or if Tenant shall fail or refuse to perform any one (1) of the covenants, conditions or terms of this Agreement, Tenant shall be deemed in default in the performance of this Agreement except as limited by law. Nothing contained in this Rental Agreement shall be construed as limiting Lessor's rights and remedies as provided under the laws of this state.

In case of default, and without prejudice to any other remedies, Lessor may:

A. Terminate the Rental Agreement; or

B. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS ATTACHED UNDER THE NEW YORK LIEN

LAW SECTION 182, WHICH LAW PROVIDES FOR SALE OF THE PROPERTY AFTER DEFAULT FOR MORE

THAN FORTY-FIVE (45) DAYS. BEFORE SUCH SALE IS HELD LESSOR SHALL MAIL NOTICE OF DEFAULT

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE OCCUPANT AT THE OCCUPANT'S LAST

KNOWN ADDRESS COMPLYING WITH NEW YORK LIEN LAW SECTION 182; AND ADVERTISE THE TIME,

PLACE AND TERMS OF THE SALE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE JURISDICTION WHERE

THE SALE IS TO BE HELD. THE SALE SHALL BE HELD AT THE FACILITY.

EXPLANATION

Your goods may be sold if your rent is delinquent

13. PROPERTY NOT SOLD

If any property remains unsold after Lessor has complied with all the requirements of the laws of this state as summarized in Paragraph 12B, Lessor may then otherwise dispose of said property in any manner considered appropriate by the Lessor, including, but not limited to destroying or disposing of the said personal property.

14. BREACH OF COVENANT

A breach of any of the covenants, representations, warranties, or conditions of this Agreement by the Tenant shall, at the option of the Lessor, terminate this Agreement upon notice of which said Agreement shall become null and void and of no further force and effect.

15. BANKRUPTCY

In the event that Tenant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him/her 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 6th right to use and occupy the Space is an issue, then, at the option of the Lessor, this Agreement shall terminate, and Tenant shall thereafter have no right, title, or interest in or to any of the Space.

16. TERMINATION

The Tenancy created by this Rental Agreement may be terminated upon ten (10) days wwritten notice by Tenant to Lessor, or by Lessor to Tenant. Lessor, at its sole discretion, may also terminate this Rental Agreement in the event of any breach of the covenants, terms or conditions of this Rental Agreement, at which time, the Rental Agreement will become null and void. Upon termination of this Rental Agreement, Tenant shall remove all of Tenants' personal property from the Space, subject to Lessor's lien rights as referenced in Section 12 hereof, and shall immediately deliver possession of the S pace to the Lessor in the same condition as delivered to Tenant at the commencement of this Rental Agreement, reasonable wear and tear excepted.

17. WAIVER

No waiver by Lessor, its Agents, representatives, or employees of any breach or default in the performance of any covenant, contion, or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.

18. CHANGE IN TERMS

All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Lessor TEN (10) DAYS PRIOR WRITTEN NOTICE to terminate. If the Tenant does not give such notice, the change shall become effective and apply to his/her occupancy.

19. INDEMNIFY AND HARMLESS

TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSEE FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR LOSS TO PROPERTY OR **HOLD** PERSONAL INJURY AND COSTS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES ARISING FROM, TENANT OR ANY AUTHORIZED PARTYS, USE OF THE SPACE OR THE FACILITY, OR FROM ANY ACTIVITY, WORK OR THING DONE, PERMITTED OR SUFFERED TO BE DONE BY TENANT IN OR ON THE SPACE OR ABOUT THE FACILITY.

20. SUBLETTING, ASSIGNMENT AND ACCESS

No subletting or the Space or any portion thereof or assignment of this Agreement may be made by Tenant without first obtaining written permission of Lessor in advance. Additionally, any third party to the Space by Tenant, and named on the reverse side of this Agreement shall be added as an accommodation to Tenant and shall have no rights under this Agreement if permitted by law. Tenant. Agrees that they shall at all times hereunder be liable for any and all actions of any party authorized by Tenant to have access to the Space.

21. WARRANTIES

TENANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM/HER AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND CORRECT AT THE TIME OF EXECUTION OF THIS AGREEMENT. Tenant agrees to immediately notify Lessor in writing by certified mail, if any information given by Tenant shall change.

22. SEVERABILITY

If any part of this Agreement for any reason is declared invalid, void or otherwise unenforceable such decisions hall not affect the validity of the balance of this Agreement and the parties agree that this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid, void or unenforceable.

23. SUCCESSION

Lessor may at any time assign this Rental Agreement in which event, Lessor shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind, and obligate the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.

24. STATE LAW TO APPLY

This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of this state.

25. DISCLAIMER

The agents and employees of Lessor are not authorized to make warranties about the Space, premise, and Facility referred to in this Agreement. Lessor's agents' and employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, and shall not be relied upon by Tenant, nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Sprace, premises, and Facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected this Space, premise, and Facility, and that Tenant accepts such Space, premises, and Facility AS IS and WITH ALL FAULTS.

26. ENTIRE AGREEMENT

Except as provided in Paragraph 28, this Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, or unless such items are modified pursuant to the provisions of Paragraph 18 above.

27. HEADINGS

The headings of the various provisions of the Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.

28. RULES AND REGULATIONS

The Rules and Regulations as listed below, are made a part of this Rental Agreement and Tenant agrees to comply at all times with such Rules and Regulations. Lessor shall have the right from time to time to promulgate amendments and additional Rules and Regulations for safety, care and cleanliness or the Facility and upon posting of any such amendments or additions in a conspicuous place at the Facility, they shall become part of this Rental Agreement.

29. ALTERATIONS, SIGNS & WASTES

Tenant shall not make or suffer to be made any alterations of the Space or Facility nor post any sign without express written consent of the Lessor. Tenant shall not commit nor suffer to be committed any waste in or on the Space or at the Facility.

30. PARKING

Tenant agrees that parking shall be permitted only in the areas provided and that no parking shall be permitted overnight. Loading and unloading of vehicles shall not be done in such a way as to block access to other storage spaces and shall be accomplished as rapidly ass possible. This Rental Agreement does not include the storage of automobiles, boats, trailers, or other property outside the Space.

31. ATTORNEYS' FEES

In the event any action is instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the Space or Facility for any default or breach of this Rental Agreement by Tenant, Tenant agrees to and shall pay Lessor's attorneys' fees, costs, and expenses in connection therewith, as well as all other fees, costs, expenses incurred by Lessor, all of which shall be considered additional rent hereunder.

32. CHANGE OF ADDRESS

IT SHALL BE THE DUTY OF THE TENANT TO FURNISH THE LESSOR NOTIFICATION, IN WRITING BY CERTIFIED MAIL, TO LESSOR'S ADDRESS PROVIDED HEREIN OF ANY CHANGE OF ADDRESS OR PHONE NUMBER OF TENANT.

33. LOCK

Tenant shall provide, at Tenant's own expense a lock for the Space which Tenant, in Tenant's sole disction, deems sufficient to secure the Space. **Space shall be immediately locked upon execution of the Agreement.** Tenant shall not provide Lessor or Lessor's agents with a key and/or combination to Tenant's lock unless deliveries are to be accepted by Lessor on Tenant's behalf, pursuant to a separate agreement to that effect.

34. ABANDONMENT

In the absence of written notice to Lessor to the contrary, if all property is removed from the Space for ten (10) consecutive days and if the Tenant has failed to make his/her monthly payment before the due date, or if the Tenant has removed the lock from the Space, the Tenant shall be deemed to have abandoned the premises.

35. SPECIAL CONDITIONS OR LIEN DISCLOSURES

There are NO special conditions or liens on the property other than those listed here:

36. RULES & REGULATIONS

(1) No refunds will be granted.

(2) Observe the 5 miles per hour speed limit while driving in the Facility. Park cars and trucks so as not to block driveways or other storage spaces.

(3) Do not connect refrigerators, freezers or any other appliance or tool to electric outlets. The electricity could be turned off at any time.

(4) Do not use any type of electric or gas heater in the Space. Use of any equipment using electricity, including small tools and heat lamps, must be approved by the Manager. If in the opinion of the Manager an excessive amount of electricity is used, an additional fee will be charged. Disconnect any extension cords or electrical equipment when not in use.

(5) Turn off all lights when you leave the Space.

(6) No open flames of any type such as camping equipment, cutting torches, kerosene lamps, candles, etc. are allowed in the Space.

(7) Do no sanding or spray painting in the Space.

(8) Store no gasoline, oil, explosives. Or other hazardous materials in the Space.

(9) DO NOT STORE ANY FOOD IN THE SPACE.

(10) **Remove all trash and unwanted items from the Space. Do not put unwanted items in unrented space. Use the receptacle provided at the Facility for disposal of small items only. Tenant Is responsible for off-site disposal of large items.**

(11) The Facility office will be closed on New Year's Day, Easter, the 4th of July, Thanksgiving Day and Christmas. These dates are posted in the Facility office in advance as a reminder.

(12) **YOU ARE RESPONSIBLE:** Lock your Space using only one lock. You must obtain insurance if you wish your property insured.

(13) **VACATE POLICY:** When you plan to vacate, you must give our Manager written notice at least ten (10) days prior to the end of your last month of tenancy. If you have not paid your rent for a Month but vacate by the fifth (5th), your rent will be prorated. After the fifth (5th), one month's rent will be due even if you vacate.

(14) **RENTAL PROVISIONS:** All of the provisions of the Rental Agreement, of which these Rules and Regulations are a part of, apply to your occupancy and use of the Space and your access to this Facility.

(15) **IMPORTANT NOTE:** Beware that pest control products may be in use. You are responsible for the safety of children and pets.

(16) Payments received after posted office business hours will be credited to the next business day.

(17) Personal checks are not acceptable as payment upon move out by the Tenant.

(18) Use of the Space for any use other than storage of personal property, or use of utilities except for lighting is strictly prohibited.

Tenant Initials

37. WAIVER OF JURY TRIAL

To the extent permitted by law, Lessor and Tenant, for themselves and for each of their respective agents, guests or invitees, each waive their rights by trial by jury for any action that either party may have against the other, at law or in equity arising out of or in any way related to this Agreement. Tenant's access to the Facility and for any other claim including but not limited to claims for bodily injury, loss of Or damage to property or the enforcement of any law, statute or regulation.

NOTICE TO TENANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. TENANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

Executed this _____ day of _____, 20___, in New York

TENANTS SIGNATURE _____ print name _____

LESSOR: A SPACE PLACE, LLC as Agent for Owner By: _____ TITLE - FACILITY AGENT