

Bessemerstorage.com

724-366-5750

Rental Agreement

This legally binding contract rents to the person(s) listed below as Occupant, and the storage unit is located at either 110 Bessemer Road or 100 Bessemer Rd. Unit B in Mt. Pleasant, PA 15666 and is subject to the following terms and conditions.

Occupant: _____ Drivers License Number: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Cell Phone: _____ Email: _____

Bldg Address _____ Unit#: _____ Approx. Unit Size: _____

Rental Date: _____ Next Due Date: _____ Access Code: _____

Monthly Rental Fees:

Monthly Rent \$ _____

6% PA Sales Tax \$ _____

Total Due Per Month \$ _____ (Due on or before the 1st of Every Month)

Move In Costs:

Security Deposit \$ _____

Pro-rated First Month \$ _____

6% Sales tax \$ _____

One full Month Rental Fee \$ _____

6% Sales Tax \$ _____

Total: \$ _____

Service Charge Schedule:

Late Charge-5 days after due date \$25.00

Returned Check Fee (per check) \$50.00

Administrative Fee (per letter sent) \$10.00

Lock Removal Fee (per lock) \$15.00

Certified Lien Notice \$50.00

Important Notices

The Pennsylvania (PA) Self-Storage Facility Act gives Owner a lien on all Occupant's personal property store in a storage unit. The lien against the stored property s for rent, labor, and all other charges, present or future, incurred for storing, preserving, selling or disposing of the Occupant's property. This lien attaches as soon as the property is placed into the storage unit. This lien is superior to the other liens, however any lien perfected and record in PA. In the name of the Occupant, in the county where the self-storage facility is located, except any tax lien as provided by law, existing prior to the date the personal property was placed in the storage facility supersedes any lien of the owner. Occupant attest that the personal property in the rented space is clear of all liens and

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security interests except for those listed below. If you do not pay your rent for 30 days, you may lose your property. The Owner has the right to sell your property stored in this facility to collect the unpaid rent.

PROPERTY OF OTHERS: List store property NOT OWNED by Occupant (if none, write none)

Or list below a description of non-owned property, with name of owner, address and telephone number.

1. Terms: The terms of the tenancy shall commence on the date indicated above and shall continue a month-to-month basis. The agreement will automatically renew until terminated in the manner set forth in paragraph 6 below. The minimum rental term is one month.
2. Rent: The rent shall be in the amount stated above. Rent is due each month on the rent due date. Owner reserves the right to require that rent and other charges be paid in cash, credit, debit card, certified check or money order.
3. Security Deposit: In the end that no damage is done to owner's premises by Occupant, his/her agents or invitees, all rent is paid, the unit is swept by broom clean, and fifteen (15) days written notice is given pursuant to paragraph 7 below, the deposit will be returned to Occupant within thirty (30) days of the end of the lease by mail addressed to Occupant's last known address. If damage is done by Occupant, his/her agents or invitees, or rent remains unpaid or unit is not cleaned, or notice to vacate is not given pursuant to paragraph 7 below, past due rent, damages, cleaning fees and other costs and charges will be deducted from the deposit and the balance will be returned to Occupant by mail addressed to Occupants last known address.
4. Change of Address: Occupant is responsible to notify the owner immediately.
5. Administrative Fee, Late Charges, and other Fees: Occupant agrees to pay Owner the indicated late fee if rent is received five (5) or more days after the due date. Occupant agrees to pay Owner the indicated Administration fee for each letter sent to the occupant notifying occupant of the default. Occupant agrees to pay owner the indicated bad check charge and bank charges for any dishonored check, regardless of the reason for the return. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the end of default, Occupant agrees to pay all collection and lien costs incurred by owners, including reasonable attorney's fees. Interest will accrue on any unpaid rents or fees due and owing that remain unpaid for thirty (30) days, such interest shall accrue at 18%/ annum.
6. Denial of Access: When rent or other charges remain unpaid for five (5) consecutive days, Owner may deny Occupant access to the storage space. If a check is given as payment and is dishonored, regardless of reason for return, access to the rental(s) may be denied.
7. Termination: The terms of this agreement may be terminated by either party upon fifteen (15) days advance written notice to the other party. Said notice will be provided to the other party by a) hand delivery, or b) by certified mail/return receipt requested at the address here in. Verbal notice is insufficient under any circumstances. Owner reserves the right to re-let the unit upon Occupant vacating the unit. Owner will not prorate the final month's renter refund any portion thereof. Only a full month's prepaid rent shall be returned to Occupant. Occupant must leave the unit broom cleaned and in good condition. Occupant is responsible for all damages. Failure to comply with any of the requirements of this paragraph 7 will result in 1) the forfeiture of Occupants' security deposit and any prepaid rents if applicable. 2)A service charge equal to one-half (1\2) of the monthly rental charge as stated above, or in any written amendment to this agreement, 3) at owners' discretion, Occupant may be responsible for actual damages incurred by the Owner resulting from Occupants' vacating of

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the premises, including but not limited to timely removal and disposal of any and all personal belongings remaining in the Unit after default. Removal of any and all personal property left in the Unit, after default or voluntary termination of this lease agreement, is at the discretion of the Owner. This includes the date and time of such removal of Occupant's personal property. So long as unit remains occupied by the Occupant, Occupants' obligation will include continuing rent payments until a new tenant can be found for the Unit and a New Agreement begins.

8. USE OF STORAGE SPACE. Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupants' stored property. Occupant shall not store in the Unit personal property in which any other person or company has any right, title or interest, other than any property had has received prior approval, in writing, by the Owner and is disclosed above. Occupant shall not store antiques, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees to not store property with a total value in excess of \$5000.00 without first obtaining the written consent of Owner. If such permission is not obtained, the value of the Occupants' property shall be deemed not to exceed \$5000.00. The storage of animals, improperly packaged foods, perishable goods, and pollutants, volatile, flammable, explosive, corrosive or other inherently dangerous materials is prohibited. Occupant shall not store in the Unit any items which would result in the violation of any law of any governmental authority, Occupant shall not use the Unit for the servicing or repair of any vehicles stored therein. Occupant agrees to not make any changes to the Unit, or damage it in any way. In Owners sole discretion, Owner may require Occupant to remove certain items of property deemed undesirable to Owner, The Occupant shall immediately comply. No equipment and/or appliance shall be attached to the electrical outlets within the rented space or at the facility. Occupant shall not leave any automobiles, trucks or trailers, motorcycles, bicycles, boats or other objects in the outside storage area without the same being designated in the rental agreement.
9. HAZARDOUS OR TOXIS MATERIALS PROHIBITED: occupant is strictly prohibited from the storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes, any costs expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove or dispose of prohibited items.
10. INSURANCE: Occupant is solely responsible for occupant's stored property. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on occupant's property is material condition of this Rental Agreement and Occupant assumes all risk of loss to stored d property that would be covered by suck insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. Occupant shall provide a copy of the declaration page of the insurance policy to the Owner within ten (10) days of the signing of this lease agreement. If Occupant fails to obtain or maintain insurance under this provision, Occupant waives all rights to recover any losses under the Owner's Insurance policy.
11. RELEASE OF OWNERS LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be stored at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self-storage facility arising from any cause whatsoever including, but not limited to vandalism burglary, criminal mischief, fire, water damage, dampness, mold/mildew, rodents, unexplained disappearance, power outage or equipment failure, Acts of God, the active or passive negligent acts or omissions of Owners, Owner's agents or employees for loss of or damage to stored property.
12. RELEASE OF OWNER'S LIABILITY OF BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupants for injury or death as a result of Occupant's use of the storage space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of Owner, Owner's agents or employees.
13. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions, or causes of actions including attorney's' fees and costs) that are herein after brought by others arising out of Occupant's use of the storage space and common areas including claims for Owner's active negligence.
14. LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-

- sure the space, with or without notice to Occupant. Occupant shall immediately provide the Owner or Owner Agent a key or combination to the lock. Failure to provide unconditional access to the Unit is deemed breach of the lease agreement.
15. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promote rules and regulations for the safety, efficiency, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all the rules and regulations now in effect of that may be put in the
 16. OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include, but are not limited to, limited hours of operation, requiring verification of occupant's identity, and inspecting vehicles that enter the storage facility.
 17. OWNER'S RIGHT TO ENTER: Occupant grants Owners, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three(3) days advanced written notice to Occupant, In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority shall have the right to enter the storage space without notice to the Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Owner's rights. For the purposes of the Agreement "emergency" shall be defined as any event which jeopardizes the health, safety and/ or well-being of any person, property or building found or stored on the Premises. Any damage or injury caused by Occupant will be repaired by Owner at Occupant's sole cost, and any such expense may be charged to Occupant as additional rent or be collected by owner in a legal action.
 18. PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by owner in disposing of such property.
 19. NO SUBLETTING: Occupant shall not assign or sublease the Unit without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.
 20. CHOICE OF LAW AND VENUE: If you are out of our area and have a storage unit, you will have to accept our local magistrate and PA law.
 21. WAIVE OF JURY TRIAL: Owner and Occupant waive their respective right to trial by jury of any cause of action claim, counterclaim, or cross complaint, in any action brought by either Owner against Occupant, Occupant against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Occupant's use of the storage space or this storage facility, or any claim or bodily injury or property loss or damage or the enforcement of any remedy under any law, statute of regulation. This jury trial waiver is also made by Occupant on behalf of any Occupants' agents, guests or invitees.
 22. NOTICES: All notices required by this Rental Agreement, unless expressly instructed otherwise, shall be sent by first-class mail postage prepaid to Occupants last known address. Notices shall be deemed given when deposited in the United States mail. Occupant agrees that any such notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service. All statutory notices shall be sent as required by law. If notice is returned to Owner as undeliverable by the postal service, Occupant authorizes Owner to serve notice by alternative means including but not limited to advertising the notice in any local or community newspaper.
 23. NO WARRANTIES: No express or implied warranties are given by Owner, Owner's agent's or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.
 24. NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and the Occupants have made his/her own determination of such matters solely from inspection of the storage space and facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or any owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.
 25. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.
 26. ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this agreement will be valid and enforceable.

- 27. MULTIPLE OCCUPANTS: In the event of more than one Occupant under this Agreement, each Occupant is Jointly and Severally liable for each provision of this lease.
 - 28. Any waiver of any herein terms does not constitute future waiver and is deemed only for the specific time and event in which the waiver was provided. All waivers must be in writing and signed by the Owner or Owner's Agent.
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Occupant's Signature

Date

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