

SELF-SERVICE STORAGE FACILITY LEASE AGREEMENT

ERB RENTALS STORAGE

174 Water Tower Road • Lawrenceville, PA 16929

570-827-3474

UNIT # _____ SIZE _____ SECURITY DEPOSIT _____ MONTHLY RENTAL Including tax _____
LATE FEE \$5.00 RETURNED CHECK FEE \$20.00 LOCK REPLACEMENT FEE \$30.00

1. Rental of Unit. Owner hereby leases to Occupant the storage unit described above. The lease term shall begin as of the date of the Agreement and shall expire in the event this is a month-to-month lease, at the end of such month that Occupant has given Owner written notice of the fact that Occupant intends to leave the premises. Occupant shall give at least five (5) days' notice.

2. Rent. Occupant shall pay the amount of rent stated above, each month being due prior to the month of use with the due date being the anniversary date on which this Rental Agreement has been signed. As additional rent, Occupant shall pay \$5.00 for any month in which the monthly rent is more than ten (*10) days past due. Occupant agrees to pay a \$20.00 charge for each returned check. Rent shall be paid at the office of Erb Rentals, in Lawrenceville, PA. Because this is a month-to-month lease, Owner may increase the monthly rent by giving Occupant at least thirty (30) days written notice of the increase.

3. Security Deposit. Occupant shall pay one month's rent to Owner as a security deposit. The security deposit shall be refunded, without interest, within twenty (20) days after the expiration of this Agreement, or any renewals, provided that the Occupant has complied with all the terms and conditions of the Agreement. If Occupant does not comply with the terms and conditions of this Agreement, Owner may use the deposit to cover any expenses Owner has as a result of Occupants non-compliance, or to clean up and repair the storage unit if Occupant fails to do so.

4. Use of Unit (a) Occupant shall use the unit only for storage of Occupant's personal property but no flammable or hazardous material or any material the storage of which violates and zoning, fire, or other government regulation. Occupant will not use the unit in any way that is a nuisance to other Occupants and will not perform any dangerous activities in the unit, or use the unit for cooking, sleeping, or the consumption of alcoholic beverages or car repairs.

(b) Occupant shall maintain the premises in good condition and repair and at the of expiration of this Agreement return the premises "broom clean" with all trash, debris, and personal property removed by Occupant. Occupant shall be responsible for any damage cause to the premises as a result of the Occupant's occupancy.

(c) Occupant shall not, without the written consent of the Owner, make any improvements, alterations, install any fixtures, do any painting or mark, cut or drill into, or in any way deface any part of the premises. If Occupant makes such installation or improvement, Occupant shall, at its sole expense, remove same at the termination of this lease and repair any damages to the premises.

(d) Occupant shall at all times keep the unit locked. If Occupant fails to keep a lock on the unit or a lock is broken or damaged, Owner at its option may place a lock on the unit. In such event, Owner shall have no liability to Occupant for any loss or damage and Occupant shall indemnify and hold Owner harmless against any cost of expense incurred by owner including cost of lock. Owner will supply Occupant with a plug lock and all keys to the lock. If the lock needs replaced for any reason, Occupant will be charged a lock replacement fee of \$30.00.

(e) Selling of contents in a "yard sale" is not permitted on the property or from the unit.

5. End of Lease. At the end of this lease, Occupant shall remove all personal property from the premises. If any property is not removed, Owner may, at its option, dispose of the property at the Occupant's expense as provided under Pennsylvania Law and self-storage facility act.

6. Default by Occupant. Each of the following events shall be default in the terms of this lease by Occupant:

(a) Non-payment of the rent by the date it becomes due.

(b) Abandonment of the premises by Occupant;

(c) Failure to comply with any other of the terms and conditions of this lease. In such event, Owner shall give notice of such failure to Occupant who shall have thirty (30) days within which to cure the default, and if the default is not cured within such time, this lease shall automatic end without further notice to the Occupant.

7. Owner's Remedies. In the event of Occupants default, Owner may avail itself of any remedies provided by law or this Agreement including but not limited to the following. An exercise of one or more remedies shall not constitute a waiver of Owner's use of any other rights.

(a) Owner may terminate this lease and may enter the unit and remove its contents thereof, disposing those contents as provided in Section 5 and 8 of this lease.

(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. The lien attaches as of the date the personal property is placed at the self-service storage facility.

(d) Failure to pay rent on time may result in loss of access to rental unit until all outstanding charges are paid in full.

8. Security Agreement. Occupant hereby grants to Owner a security interest in all contents of the unit (hereinafter referred to as the "collateral") to secure the performance of Occupant's obligation under this Agreement. Owner may file a copy of this Agreement as a financing or continuation statement. In the event of Occupant's default in the terms of this Agreement, Owner may exercise its rights with respect to the collateral. Owner shall give Occupant ten (10) days' notice before any sale, and Occupant, in addition to all other sums due hereunder, shall pay the cost of sale. The proceeds of such sale will be applied to any amount Occupant owes Owner under this lease, and, upon Occupant's request, any remaining money will be returned to the Occupant, without interest.

9. Risk of Loss. All property stored within the unit shall be at the 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 negligence of third parties, other Occupants or acts of God.

10. Insurance. Any insurance carried by either the Owner or the Occupant shall be for the sole benefit of the party carrying such insurance.

11. Indemnification. Occupant agrees to indemnify and hold the Owner harmless from any loss, claim, or expense resulting from Occupant's acts or omissions. Owner shall not be liable to Occupant or any other person for any loss, claim or expense resulting from the acts of omissions of any other Occupants or persons.

12. Conditions of Premises. Occupant has inspected the unit and surrounding areas and found them to be in satisfactory condition. Owner has 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 invisible defect therein.

13. Inspection of Premises. Owner or its agents may enter the units at all reasonable times for the following purposes: (a) making necessary repairs; (b) inspecting the premises; (c) showing the premises to a prospective Occupant, purchase, or mortgagee. Occupant shall be given reasonable notice of such intention to enter, except in the event of an emergency, and shall make the unit available for entry. If Occupant refuses to allow entry, Owner may cause any lock to be removed, at no expense to the Owner and enter the unit without liability to Occupant as a result of such entry.

14. Assignment. Occupant shall not have the right to assign this lease or give any other person the right to use the unit without prior written consent of Owner.

15. Notices. Any notice given pursuant to this Agreement shall be deemed delivered when deposited in the United States mail, dated, and postage prepaid and properly addressed to the party for which it is intended at the address designated herein. As said address may be changed by actual written notice by wither party from the other.

16. Validity. The invalidity of any provision of this lease shall in no way affect the enforceability of any other provision hereof.

17. Rules and Regulations. Occupant will obey all of the Owners rules and regulations, including any additional ones that Owner may adopt. Owner will place a copy of the rules and regulations in a conspicuous place at Owners office.

NOTICE TO Occupant: DO NOT SIGN this agreement before you read it and fully understand the covenants and conditions contained herein. Keep a copy of this agreement to protect your legal rights. Occupant acknowledges by signing this agreement that he/she, understood and accepts all the terms and conditions expressed in this agreement.

EXECUTED this _____ day of _____ 20____ at _____ LAWRENCEVILLE, PA 16929

Occupant INFORMATION (Please print)

Last Name First Middle

Street Address

City State Zip Code

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Home Phone Cell Phone Email Driver's License # or SS#

In Case of Emergency:

Person to Contact Phone Relationship

By _____ Owner _____ Occupant (Must be minimum 18 years of age)