

ACE MINI STORAGE

~~73 Heron Road, Hammond, NY 13646~~
315-324-5753

Lease agreement made on (Date) _____ between ACE MINI STORAGE, 1698 County Rt. 6, Hammond, NY 13646, referred to as "lessor," and (Name) _____ of (Address) _____ (Lessee).

SECTION ONE. RENTAL

Lessor rents and leases to lessee and lessee hires and leases from lessor storage space No. _____ located at the premises of lessor at *73 Heron Road, Hammond, New York* for the term and at the rental provided for under this lease.

SECTION TWO: AMOUNT OF RENT

The monthly rental for the space hired by lessee shall be \$ _____ payable monthly in advance, with the first payment, on a prorated basis to the first day of the following month, made concurrently with the execution of this lease agreement, receipt of which is hereby acknowledged. There shall be no refund on any monthly rental for a lease terminated before the end of the month.

SECTION THREE: SECURITY DEPOSIT

In addition to the rental provided for, lessor acknowledges receipt of the sum of **one month rent** which constitutes a security deposit for the faithful performance of the lease, which shall be returned to lessee upon faithful performance of this agreement or termination of the tenancy under this lease.

SECTION FOUR: TERM

This lease agreement shall be for a term of [~~number of months~~] months, and unless lessor or lessee gives [10 days] days' written notice of [his/her] intention to terminate this lease agreement, this lease agreement shall continue on a month-to-month basis until terminated by [10] days' written notice by either lessor or lessee or by the mutual agreement of the parties to this agreement or by failure of lessee to pay the rent when due and payable.

SECTION FIVE: ALTERATIONS and MAINTENANCE

Lessee shall not make or suffer any alterations to the premises without the written consent of lessor. Lessee shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse, and shall not store any live animals, explosives, gasoline, or other flammable materials therein. Lessee shall, at the termination of this agreement, leave the premises in clean condition.

SECTION SIX: USE OF THE PREMISES

Lessee shall use the premises only for the storage of goods and/or commodities stored for any lawful purpose and in the possession of lessee through lawful means. Lessee expressly shall not have the right to store any items which lessee has in [his/her] possession illegally or items which are unlawful to be possessed by lessee, nor shall lessee store any flammable, explosive, or dangerous materials or illegal drugs on the premises. Further, lessee agrees that [he/she] shall not maintain any business, operate any machinery, or use the premises which are the subject of this lease agreement for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the sole and exclusive use of passive storage of property owned or lawfully in the possession of lessee.

SECTION SEVEN: LIEN

Lessee gives and grants to lessor a lien upon all chattels and personal property of every kind and description now or later to be placed or installed in the leased premises, and agrees that in the event of any failure on the part of lessee to comply with each and every of the covenants and obligations of this agreement, lessor may take possession of and may sell the same in any manner provided by law and may credit the net proceeds against any amounts due under the terms of the agreement and/or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.

SECTION EIGHT: LIABILITY; INSURANCE

This lease agreement is made on the express condition that lessor shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including lessee or any property of any kind whatever and to whomever belonging, including lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the premises, during the term of this lease agreement or any extension of or occupancy under it. Lessee hereby agrees to save and hold lessor harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring. Lessee shall, at [his/her] sole expense, maintain [his/her] own insurance on the property stored on the premises, and lessor shall not be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause whatever; and lessor shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of such property.

SECTION NINE: DESTRUCTION OF PREMISES

In the event the premises shall be damaged by fire or other casualty during the term of this lease agreement, whereby the premises shall be rendered untenable, either lessor or lessee may cancel this agreement by written notice delivered to the other. Upon such cancellation, rent shall be paid only to the date of such fire or casualty. Lessee in possession of the premises shall be held harmless by lessor for damages to the demised premises occasioned by such fire or casualty, except such fire or casualty as may be the result of the acts or conduct of lessee, [his/her] licensees, or invitees.

SECTION TEN: DEFAULT

In the event any action is instituted at law to enforce any covenant contained in this lease agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by lessee, lessee shall pay such reasonable attorney’s fees as may be determined by the court.

SECTION ELEVEN: DELINQUENT PAYMENT

Rental payments shall be due and payable on the first day of each calendar month in advance. In the event that rental payment is not received by the **5th** day of the month in which the same has become due and payable, such rental payments shall be considered as delinquent, and, in addition to the rental then due, there shall be an additional service charge of **\$15** to reimburse lessor for the cost of bookkeeping and other administrative services for the payments received after the **5th** day of each calendar month. Failure to pay the rental payment by the **5th** day of each calendar month shall also constitute a basis for termination of this lease agreement. If the lease agreement is terminated by lessor for failure of lessee to pay the monthly rental, then and in that event, lessor shall have the right to immediately remove all of the property of lessee; to store the property at lessee’s sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this lease agreement for unpaid rental to lessor.

Delinquent payments or returned checks shall be subject to a service charge of **\$25** per item.

Late payments or defaults shall give the right to lessor to lock the premises as provided for. An additional **\$25** service charge shall be paid if the lease agreement is reinstated thereafter, in addition to other charges provided.

SECTION TWELVE: ACKNOWLEDGMENT OF RECEIPT OF AGREEMENT

Lessor and lessee acknowledge that they each have received a copy of this lease agreement.

Lessor

Date

Lessee

Date