C&E STORAGE

1230 ROUTE 3

(207) 649 - 6547

Rental Agreement Date:_____ **Occupant:**_____

Storage Space Number:_____ **Name:**_____

Admin Fee: $20 **Address:**_____

Approximate Size of Space:_____ **City/State/Zip:**_____

Phone (H):_____ **Phone (C):**_____

Amount Received:_____ **Email:**_____

Are you or spouse in active military states: Y N **Alternate Contact:**_____

Phone (H):_____ **(Cell):**_____

Late fees: If all rent is not paid within three (3) days of rent being due, then a late fee of $20. or 20% of the rental amount, whichever is greater, will be due

PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED IN THIS ACT. ALL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. A SALE SHALL BE HELD AT THE SELF SERVICE STORAGE FACILITY WHERE THE PERSONAL PROPERTY IS STORED OR AT THE NEAREST SUITABLE LOCATION. THE LIEN ATTACHES AS OF THE DATE THE OCCUPANT LEASES THE SPACE.

LIENHOLDER INFORMATION: Occupant represents that he owns or has legal possession of the personal property in his space(s) and that all the personal property in his space is free and clear of all liens and secured interests EXCEPT for the following items:

Property: Lienholder name: Lienholder Address/Phone:

_____

_____

This Rental Agreement, (hereinafter referred to as the "Agreement"), is made and entered into as of the date above (the "Rental Agreement Date"), by and between Occupant, the Operator, (hereinafter referred to as the "Operator") as Operator and the Occupant identified above, (hereinafter referred to as the "Occupant") as Occupant whose last known address is set for the above for the consideration provided for in this Agreement the Occupant agrees to rent from the Operator, and the Operator agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self-service storage facility known as C&E STORAGE, located at the address above (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and condition, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

1. **Rent.** The Occupant agrees to pay the Operator, for the use of the Space and improvements thereon, the Monthly Rent listed above. Monthly installments are payable in advance at the Operator's office on or before the 1st of each month and a like amount each month hereafter, until the termination of this Agreement. The Operator acknowledges receipt of the sum set forth above showing payment through the Rent Paid To Date shown above. If any monthly installment is not timely paid or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations

under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. If the Occupant defaults, the Operator shall have the option to immediately terminate this Agreement in which case the Occupant's right to occupy the Space will immediately cease, and all rent will become immediately due and payable. In addition, the Operator may, without notice, deny the Occupant access to the Space and property stored in the self-storage facility. The Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.

2. **Denial of Access.** Upon the failure of an Occupant to pay the rent for the storage space or unit when it becomes due, the Operator may, without notice, deny the Occupant access to the personal property located in the self-service storage facility or self-contained storage unit and the Operator without notice, not less than five (5) days after the date the rent is due, may enter and/or remove the personal property from the leased space to other suitable storage space pending its sale or other disposition. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Manager to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Manager or Operator to deny access to Occupant to all rented Spaces.
3. **Deposit and Fees.** Occupant shall deposit with Operator the sum of $_0_ as a security deposit to be held and disbursed for any damages to the premises (if any) as provided by law. Occupant may not use said deposit for rent owed during the term of the rental agreement. Any unpaid rent payments due and/or repair cost for damages caused by Occupant left unpaid shall accrue interest of 1.5% per month, compounded monthly, until such time as entire balance due (including late rent, damages and interest) are paid in full. Within 30 days of the Occupant vacating the premises, Operator shall return the balance, if any, to the Occupant. A statement for the monthly rent will not be sent to the Occupant. If all rent is not paid within three (3) days of rent being due, then a late fee of $20. for each late rental payment or 20% of the amount of each rental payment, whichever is greater, will be due. All said late charges shall be immediately due and payable without demand from the Operator. If any check is dishonored for any reason, all rent or late fees shall be immediately due and payable in addition to a return check charge identified above as an NSF fee in the amount of $30. Occupant will also be denied access to its Space until full payment is received. If the Occupant's property is processed for public or private sale, the Occupant shall be responsible for a minimum sale processing fee as shown above as the Sale Fee in the amount of $50 as well as all costs of sale borne by Operator.
4. **Use of Space; Compliance with Law.** The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of Property. The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles, photographs and personal information or other irreplaceable items having special sentimental or emotional value to the Occupant. The Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or on the Property. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets or other animals of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Operator harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Operator harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property. Occupant shall not use or allow the Space or Premises to be used for the release, storage, use, treatment, disposal or other handling of any

hazardous substance without prior written consent of Operator. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means: Any substance defined as a "hazardous substance" under CERCLA; Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

5. **Condition and Alteration of Space.** Occupant assumes responsibility for having examined the Space and hereby accepts it as being in good order and condition. In the event of any damage or injury to the Space or Premises arising from the act or omissions of Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by Operator to repair or restore the Space or Premises, including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by Occupant as additional charges and shall be due upon demand by Operator.
6. **Limitation of Value.** The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed $5,000.00 unless the Operator has given permission in writing for the occupant to store property exceeding such value. The Occupant agrees that the maximum liability of the Operator to the Occupant for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is $5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Operator to the Occupant for any loss or damages to the Occupant's property regardless of cause.
7. **Termination.** This Agreement shall continue from month to month unless the Occupant or Operator delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Operators' lien rights as referenced herein) and shall deliver possession of the Space to the Operator on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Operator at the expense of the Occupant
8. **Abandonment.** This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Operator finds the lease Space unlocked and empty or unlocked and containing personal property with a value less than $750 or a leased space possession of and all rights to which and any personal property within which have been surrendered to the Operator by the Occupant. In the case of an abandoned leased space, with property having a value of $750 or less, the Operator has the right to immediately take possession of the leased space and dispose of any personal property in the leased space by any means at the Operator's discretion
9. **No Bailment.** The Operator is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Operator exercises neither care, custody, nor control over the Occupant's stored property. All property stored within the Space or on the Property by the Occupant or located at the facility by anyone shall be stored at the Occupant's sole risk and the Occupant must take whatever steps he deems necessary to safeguard such property. The Occupant must keep the Space locked and must provide his own lock and key. The Occupant assumes full responsibility for all persons who have keys and access to the Space. The Operator and the Operator's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property, or for any personal injury or death occurring to the Occupant, the Occupant's invitees, family, employees or agents resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the Operator, the Operator's agents or employees.
10. **Insurance.** THE OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement and Occupant will take responsibility for securing insurance or accepting any loss. Occupant shall make no claim whatsoever against the Operator's insurance in the event of any loss. The Occupant agrees not to subrogate against the Operator in the event of loss or damage of any kind or from any cause.

11. **Operator's Right to Enter.** Upon the reasonable request of the Operator, the Occupant shall provide access to the Operator to enter the leased space for the purpose of inspection, repair, alteration, improvement or to supply necessary or agreed services. In case of emergency, the Operator may enter the leased space for any of the above stated purposes without notice to or consent from the Occupant. For the purpose of this section, "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.
12. **Operator's Lien Rights. A) PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT FOR STORAGE CHARGES AND FOR MONEY NECESSARILY EXPENDED IN AND ABOUT THE CARE, PRESERVATION AND KEEPING OF THE PROPERTY STORED. B) PURSUANT TO TITLE 10 M.R.S.A. §1375, IF OCCUPANT IS IN DEFAULT FOR A PERIOD OF MORE THAN 45 DAYS, THE OPERATOR MAY ENFORCE A LIEN BY SELLING THE PROPERTY STORED IN THE LEASED SPACE AT A PUBLIC OR PRIVATE SALE FOR CASH. PROCEEDS MUST THEN BE APPLIED TO SATISFY THE LIEN. C) IF THE PERSONAL PROPERTY IN THE LEASED SPACE IS A MOTOR VEHICLE, THE OPERATOR MAY HAVE THE MOTOR VEHICLE TOWED WITH NO LIABILITY TO ANY PARTY**
13. **Security Agreement.** This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Operator by the Occupant to secure the payment and performance in case of any default by the Occupant hereunder. All rights of the Operator hereunder or at law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. The Occupant hereby waives and renounces its right to the benefit of any exemptions it may otherwise have under Maine law.
14. **Occupant's Liability**. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant 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. The Operator may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Operator may dispose of said property in any manner considered appropriate by the Operator.
15. **Assignment and Subletting.** The Occupant shall not assign this Agreement or sublet the Space.
16. **Waiver/Enforceability.** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Operator of any provision hereof shall be deemed a waiver of any of the provisions hereof or of any subsequent default or breach by the Occupant.
17. *Attorney's Fees.* In the event the Operator retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Operator the reasonable costs, expenses, and attorney's fees incurred in any such action.
18. **Successors in Interest.** This Agreement is binding upon the parties hereto, their heirs, successors and assigns.
19. **Governing Law.** This Agreement and any actions between the parties shall be governed by Maine law.
20. **Waiver of Jury Trial.** The Operator and the Occupant hereby waive their respective rights to trial by jury of my cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Operator against the Occupant or the Occupant against the Operator arising out of or in any way connected with this Rental Agreement, the Occupant's use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.
21. **Limited Warranty.** This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Operator are not authorized or permitted to make any warranties about the Space, the Property, or my facilities referred to in this Agreement. The Operator's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. Occupant agrees and understands that any and all security systems in place at the Storage Facility are for property management purposes only and are not monitored. Occupant agrees not to rely on the cameras and/or other security equipment to secure their stored property.
22. **Rules.** The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Operator from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.
23. **Notices from Operator.** All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. Occupant agrees to accept notices via e-mail.

24. **Notices from Occupant.** Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give prompt written notice to Operator of any change in Occupant's last known address, any change in the liens and secured interest on Occupant's property in the Space and any time a motor vehicle is stored in the Space. Occupant understands he must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the address shown on the Agreement or by e-mail only if e-mail is acknowledged by Operator.

25. **Changes.** All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Operator five (5) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy hereunder.

26. **Climate Controlled Spaces (As Applicable).** The climate-controlled spaces are heated or cooled depending on outside temperature. The climate-controlled spaces do not provide constant internal temperature or humidity control and Operator does not guarantee that temperature and humidity will not fluctuate. Occupant releases Operator from liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Operator or Operator's agents or employees.

27. **Release of Operator's Liability For Bodily Injury.** Operator and Operator's agents and employees shall not be liable to Occupant or Occupant's agents 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 the Operator and Operator's agents and employees.

28. **Military Service.** If you are in the military service, you must provide written notice to the Operator. The Operator will rely on this information to determine the applicability of the Service Members Civil Relief Act.

29. **Financial Information.** Operator does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator for damages arising from the use of said information by others.

30. **Release of Information.** Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

31. **Occupant's Lock.** The Occupant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Operator shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Operator shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with locking the Space, including the cost of the lock.

32. **Storage of Vehicles.** ***If the Occupant stores any automobile, truck, boat, ATV, or any other item that has a motor in it, the Occupant shall place a drip pan under any possible sources of leaks. Occupant shall also disconnect the negative terminal of the battery or remove the battery from the personal property item. All automobiles will be parked in gear or in "park". Chock blocks must secure the wheels of any automobile or trailer. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit***

PERSONAL INFORMATION. Will you be storing paper documents or electronic data that contain personal information relating to clients, customers, or others with whom you do business? Personal information includes, but is not limited to social security, credit or debit card information, bank account numbers or passport information.

_____**YES**_____**NO. Notice to Occupant.** Do not sign this agreement before you read it and fully understand the covenants contained herein. By signing this agreement, the Occupant hereby acknowledges that he has read, understands and accepts all the terms and conditions expressed in this agreement.

OPERATOR:

By:_____

Facility Manager or agent for Owner

OCCUPANT:

_____

(Print Name)

_____

Signature