

New Hampshire Public Storage
20 Canal Street, Suite 200, Franklin, NH 03235
Phone 603-934-2000 Fax 603-934-3000

www.NHpublicstorage.com

Month to Month Tenancy Self Storage Agreement Between New Hampshire Public Storage and
Customer(Occupant)

Name(Occupant): _____ Email Address _____

Address _____ Date of Rental _____

City/State/Zip _____ Unit Number _____ Size _____

Home Phone _____ Monthly Rent \$ _____

Employer _____ Use of Space _____ personal _____ commercial _____

Business Phone _____ Auto Year/Make/Model _____

Agent/ Personal Representative _____ Plate# _____

Address _____ Do you have an outstanding lien on anything
placed in storage Yes _____ No _____
Phone _____ If Yes, Describe _____

Driver's License _____ Lienholder _____

Person(s) Authorized to Enter _____

How Did You Find Us _____

I, _____ (Occupant) hereby rent from New Hampshire Public Storage the
Certain premises described as space number _____, Size _____ x _____. Located at 20 Canal Street, Franklin, NH.
It is fully understood that rent is due in the sum of \$ _____ per month, payable in advance upon the _____ day of
each and every calendar month to Mass Investment Group. In the event that rent is not paid within
5 days after the due date for whatever reason, a late fee of \$ 15.00 will be charged to the account and the storage
unit will be over locked with New Hampshire Public Storage lock until the balance is paid in full.

(Occupant Initials) _____

To secure payment in full of all rent, charges, fees, or other expenses and the cost of any sale due hereunder. The
parties agree that the lien on the Occupant's personal property shall also secure the Occupant's full
performance of all terms of this Agreement and shall continue as long as any obligations of the User remain
outstanding regardless of whom has possession of the personal property and/or whether it has been removed
from the premises. (Occupant Initials) _____

1 st Month Rent	\$ _____	Cash	_____
Additional Rent	\$ _____		
Administrative Fee	\$ <u>10.00</u> _____	Check #	_____
Miscellaneous Sales	\$ _____		
Total	\$ _____		

**Checks must be payable to Mass Investment Group. We do not
send invoices. To avoid Late Fee please send your payment on time.**

RENTAL TERMS AND CONDITIONS

"PLEASE READ CAREFULLY "

1 **Term.** The term of this Agreement shall be Month-to-Month, commencing on the date of execution of this Agreement. The minimum rental is one month. The Agreement may be terminated by either party upon fifteen (15) days advance written notice to the other party. If the Customer terminates this Agreement within the first (10) days of the rental month the rent is prorated. If more than (10) days into the rental month the entire month's rent must be paid. No rent refunds are given. **Initials** _____

2 **Storage Unit & Access.** Immediately upon the placement of personal property in the Storage Unit, the Occupant shall padlock the Unit and is responsible for maintaining control of the keys or combination throughout the term of this Agreement. The Occupant shall have access to the Unit for the purposes of storing and retrieving items only. New Hampshire Public Storage may condition the Occupant's access to the Unit for the purpose of maintaining security of the premises, by such means as limiting hours of operation, requiring identification, using sign-in/sign-out system, etc. New Hampshire Public Storage is not responsible for verifying the identity of the Occupant, or any other(s) whom may be authorized to enter the Unit, and shall be held harmless against any loss sustained by the Occupant for entry of the unit by unauthorized persons. New Hampshire Public Storage has no responsibility whatsoever to provide a lock to the Occupant's Unit, and is not responsible for moving Occupant's property in or out of the Unit. At the expiration or termination of this Agreement, Occupant must remove all property, and the unit must be 'broom clean. If the unit is found to be less than clean, or if property has been left in the Unit, Occupant will pay a minimum \$25 cleaning fee to New Hampshire Public Storage. **Initials** _____

3 **Rent.** The monthly rental rate is stated on the first page of this agreement. **RENT IS DUE ONE MONTH FROM THE DATE OF THIS AGREEMENT PAYABLE ON OR BEFORE THE SAME CALENDAR DAY OF EVERY CALENDAR MONTH.** Any installment of rent or portion thereof which is more than five (5) days past due, shall be subject to a late fee of \$ 10.00 for each month that any amount remains outstanding. In addition to the late fees, Customer agrees to pay a \$ 25.00 pre lien charge at 30 days past due and for all fees associated with disposal of stored items. There is a \$ 25.00 charge for any check returned unpaid. Late fees and service charges are deemed to be additional rent. The Occupant agrees that the Owner may at any time announce a new monthly rental fee, provided that thirty (30) days advanced written notice thereof is provided to the Occupant. If the Occupant continues to occupy the unit thereafter, the new rental fee shall apply. **Initials** _____

4 **Rules and Regulations.** The Customer agrees to abide by all posted rules and regulations. The Owner reserves the right to amend the rules and regulations from time to time. The Occupant acknowledges receipt of a copy of the current rules and regulations upon the execution of this agreement.

5 **Use, Occupancy, and Compliance With The Law.** The premises are to be used only for storage of personal property and household goods owned by the Occupant. Since the Occupant stores goods without the Owner's knowledge, supervision, or control, it is specifically agreed that the Owner is not responsible for the kind, quality or value of any goods stored by the Occupant pursuant to this Agreement. The Owner is not a warehouse as defined by the RSA 382-A:7, and does not have the obligations thereof. The Customer agrees that in no event shall the aggregate value of all personal property stored pursuant to this agreement exceeds five thousand dollars (\$5,000) without the prior written consent of the Owner. Nothing herein shall constitute any Agreement of admission by the Owner that the Customer's stored property has any value, nor shall anything herein affect the release of the Owner's liability set forth below.

The Occupant further agrees that the unit will not be used for the conduct of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the Unit. The storage of corrosive materials, perishable items, contaminants and pollutants, contraband, toxic waste, welding, flammable, explosive or other inherently dangerous material is prohibited. The Occupant shall not store in the Unit any items that are in violation of any ordinance, order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirement. The Occupant shall not do any act which creates or may create a nuisance in or around the Unit or the premises, or which in any way compromises or affects the Owner's insurance on the Premises.

6 **Storage of Power Boat or any Motor Vehicle.** If the Unit is used for storage of a power boat or any motor vehicle, the Occupant shall place a drip pan under any possible sources of leaks, and either disconnect the negative terminal of any battery or remove the battery from the boat or vehicle. Automobiles will be parked in gear, or in 'park'

7 **The Occupant has examined the Unit.** and hereby accepts it as being in good order, condition, and repair. The Occupant agrees to immediately notify the owner of any defect, dilapidations, or dangerous conditions. The Occupant shall keep the Unit in good order and condition and repair and pay the Owner promptly for any repairs of the Unit caused by the Occupant's negligence or misuse or the negligence or misuse of the Occupant's invitees, licensees, and guests. The Occupant shall make no alterations or improvements of the Unit without the prior written consent of the Owner. Should the Customer damage the Unit or make alterations or do painting or redecorating without the prior written consent of the Owner, then all costs necessary to restore the Unit to the prior condition shall be borne by the Occupant. **Initials** _____

8 **Owner's Right of Access.** The Owner or the Owner's representative shall have the right, upon reasonable advance notice to the Occupant, to enter the Unit for the purpose of examining the Unit or the contents thereof to assure compliance with the terms of this Agreement or for making repairs or alterations thereto. In the event of an emergency, or in the event the Owner believes that a hazardous or unlawful condition or nuisance is being created in the Unit, the Owner or the Owner's representative is authorized to enter the Unit immediately, without prior notice to the Occupant.

9 **Risk of Loss and Insurance.** The Occupant agrees that the risk of loss is entirely on the Occupant. The Owner is not responsible for the loss or damage of any property stored in the Unit and does not provide insurance covering any personal property of the Occupant. Obtaining insurance on the Occupant's personal property is the sole responsibility of the Occupant. If the Occupant obtains such insurance, the Occupant's carrier shall not be subrogated to any claim of the Occupant for any liability whatsoever released herein. **Initials** _____

10 **Assignment or Subletting.** The Customer shall not sublet the Unit or assign any interest in this Agreement without the prior written consent of the Owner.

11 **Storage Lien.** Pursuant to RSA 451-C, the Owner has a lien upon all personal property brought to the premises to secure the payment in full of all rent, charges, fees, or expenses, and the costs of any sale due hereunder. The parties agree that the lien on the Occupant's personal property shall continue as long as any obligations of the User remain outstanding regardless of who has possession of the personal property and/or whether it has been removed from the premises. **Initials** _____

12 **Default and Sale.** Time is the essence in the payment of all obligations and performance of all terms of this Agreement. In addition to late fees and interest, the Owner shall have all the rights and remedies afforded by RSA 451-C, to which the Occupant is referred. Pursuant to RSA 451-C, if any rent, charges, fees, or expenses remain unpaid for a period of five (5) days, the Owner may deny the Occupant access to the Unit until they are paid in full. If after thirty (30) days any of the rent, charges, fees, or expenses shall remain unpaid, the Owner may remove the Owner's and Occupant's locks, remove any personal property from the Unit and retain such personal property, and then, after satisfying the statutory notice provisions, proceed to sell such personal property to satisfy the lien. A notice of sale shall be served upon the occupant in person or by registered or certified mail at the last known address no less than fourteen (14) days before the sale, stating the time and place of sale, the property to be sold and the amount of the rent, charges, fees, or expenses owed. The Occupant agrees that the Owner shall have the fullest discretion allowed by law in the conduct of any sale of the Occupant's property as a result of the Occupant's default. The Owner is expressly authorized to sell goods in any commercially reasonable manner which shall include an unadvertised, private sale, at the going rate to any person or entity dealing in used or second hand property. The proceeds of any sale shall be applied first to the expenses of the sale including reasonable attorney's fees, satisfaction of the underlying debt, satisfaction of the underlying debt of any other lien holder of record. Any proceeds remaining from the sale shall be paid to the Occupant. If the Owner is unable to return the excess proceeds due to the occupant's failure to provide the Owner with the current address, the excess proceeds will be deemed to have been abandoned and will be turned over to the State of New Hampshire if not claimed within a reasonable period of time. If the proceeds of the sale are not sufficient to satisfy the Occupant's indebtedness to the Owner, the Occupant shall be liable to the Owner for the deficiency. **Initials** _____

13 **Notice to Lienholders.** Any lienholder discovered pursuant to RSA 451-C shall be given notice of any sale at least twenty (20) days prior to the date of sale, except in the case of a motor vehicle, notice shall be sent at least thirty (30) days prior to the date of sale. Lienholder must remove such property from the Owner's possession or from the occupant's self storage Unit within twenty (20) days of the date of mailing of the notice of sale. The Owner shall not be liable for so releasing the Customer's property to any such lienholder.

14 **Abandoned Property.** Pursuant to RSA 451-C, the Owner reserves certain rights with respect to abandoned personal property having a total value under \$500.00 (five hundred dollars), which are as follows:

I. In the event that a storage Unit is unlocked, and the rent on the Unit is past due, and the entire contents of the Unit has a total value under \$500.00 (five hundred dollars), the property shall be deemed abandoned. Such property may then be removed from the self storage Unit and shall be retained for thirty (30) days. If after thirty (30) days, the Occupant does not claim such personal property and any of the rent, charges, fees or expenses remain unpaid, and there is no lien holder of record, the Owner may dispose of the property without notice to the Occupant.

II. In the event that a storage Unit is locked, and the rent on the Unit is past due, and the entire contents of the Unit has a total value under \$500.00 (five hundred dollars), the property shall be deemed abandoned. If after thirty (30) days, the Occupant does not claim such personal property and any of the rent, charges, fees, or expenses remain unpaid, and there is no lien holder of record, the Owner shall be exempt from the requirements of RSA 451- C:5 and RSA 451-C:6, may remove such property from the self storage Unit, and dispose of the property without notice to the Occupant.

15 **Release and Indemnification.** The Occupant, for him or herself, and for his or her successors or assigns does hereby release the Owner, and his, her, or its successors or assigns, from and against any loss or damage, including injury or death, to them, their property or to third parties, arising out of their occupancy of the Unit or presence on the premises.

The Occupant, for him or herself, and for his or her successors or assigns, free from and against any and all claims, demands, action, damage, attorney's fees, and costs of any nature, made or claimed by any person or entity arising out of the Occupant's use or occupancy of the Unit or presence on the Premises.

16 **Costs and Attorney's Fees.** In the event the Customer shall breach this Agreement, the Occupant shall be to the Owner for the payment of all costs of collection and/or enforcement, including reasonable attorney's fees.

17 **Notices.** Notices required herein shall be delivered in hand or sent to the respective parties at the addresses set h herein, or such other addressed as are subsequently provided in writing, by certified or registered mail, return receipt requested. The Occupant is required to provide written notice to the owner of any and all changes of address and telephone numbers. Such notice may be sent to the Owner by first class mail, postage prepaid, or delivered to the office at the Premises.

18 **Merger and Modification.** This Agreement contains the entire understanding of, the parties with respect to the subject matter hereof and may only be amended in writing, signed by the parties hereto.

19 **Severability.** In the event any provision of this Agreement is deemed by a court of competent jurisdiction to be awful or unenforceable, said provision shall be stricken and all other provisions shall remain in full force and effect.

20 **Situs.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

21. **Car Storage Pick Up Policy. We require 7 Days notification of intent to remove your Power Boat or any Motor Vehicle from the Car Storage. Initials_____**

Customer Signature

Owner's signature Owner or Owner's Representative Signature