

Application for Occupancy – Part I

Malletts Bay Self Storage, LLC
115 Heineberg Drive/PO Box 146, Colchester, VT 05446
802/864-0899 ph. 802/860-7065 fax kari@mallettsbaystorage.net

NOTE: (1) THE PROPERTY STORED IN THE LEASED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE. IT IS THE SOLE AND EXCLUSIVE OBLIGATION OF THE TENANT (OCCUPANT) TO PROVIDE ITS OWN INSURANCE AGAINST LOSS OR DAMAGE TO ANY PROPERTY STORED IN THE LEASED UNIT. (2) VERMONT LAW GIVES THE OWNER OF THE SELF STORAGE FACILITY A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED UNIT AND, IN THE EVENT OF FAILURE TO PAY RENT AND OTHER LAWFUL CHARGES, THE STORED PROPERTY IN THE LEASED UNIT MAY BE SOLD AT AUCTION TO SATISFY THE LIEN AFTER DUE AND PROPER NOTICE TO THE OCCUPANT AND THE FACILITY OWNER SHALL NOT BE LIABLE FOR DAMAGE, LOSS OR SALE OF ITEMS OF SENTIMENTAL NATURE OR VALUE.

DATE: _____ UNIT#: _____ ROW: _____ APPROX. UNIT SIZE: _____

NAME: _____
(Occupant) First Middle Initial Last

ADDRESS: _____

PHONE: (Home) _____ (Cell) _____

SOC. SECURITY #: _____ E-MAIL: _____

DRIVER'S LICENSE NO.: _____ OTHER PHOTO ID: _____

PHOTO ID: Y ___ N ___ ; FILE PHOTO: Y ___ N ___ ; PHOTO TAKEN: Y ___ N ___

EMPLOYED BY: _____ PHONE: _____

ADDRESS: _____

ARE YOU A MEMBER OF THE MILITARY SERVICES: YES _____ NO _____

If you answer "YES" Please complete "RIDER A" found on the back of this application.

ALTERNATE CONTACT: _____ **TEL:** _____

ADDRESS: _____

E-MAIL: _____

ALTERNATE CONTACT may only receive notices pursuant to Occupancy Agreement or §2, 9 V.S.A., chap. 98, Vermont Lien Law as may be required. This designation does not provide an alternate contact with authority to access leased space except as provided by law or with written consent of Occupant as provided herein.

OCCUPANCY STARTS: _____ RENT DUE: 1ST OF MONTH

RIDER "A"
SERVICEMEMBERS CIVIL RELIEF ACT
(50 U.S.C. App. §501 et seq.)

As you have stated in the information section of this Occupancy Agreement that you are or are about to become a member of the U. S. Military or Reserves or National Guard, please provide the following information which shall become part of this agreement:

To which branch of the military service, the reserves or the National Guard are you attached?

Unit name: _____

Unit Phone No.: _____

Unit Military Address: _____

Military Contact: _____

Occupant (date: _____)

5. LATE CHARGES AND OTHER FEES: Occupant agrees to pay Operator the indicated late fee if rent is received eight (8) or more days after the due date. Occupant will pay Operator the indicated fee for each letter sent to Occupant, notifying Occupant of the default. Occupant agrees to pay Operator the indicated Declined Payment charge plus all bank charges for any dishonored check, or other fee as a result of a “declined payment”. These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. In the event of default, Occupant agrees to pay all collections and lien costs incurred by Operator.

6. TERMINATION: A minimum of ten (10) days notice given, in advance, by Occupant, in writing, to the Operator will terminate this tenancy. Operator will prorate rent if given ten (10) days written notice; any prorated rent shall be returned to Occupant within thirty (30) days of vacating the unit. Occupant must leave the space broom clean and in good condition and must remove its lock. A unit left with lock in place will continue to incur rent. Occupant is responsible for all damages. Unit must be broom swept or Occupant will incur a \$35.00 cleaning fee. Operator may terminate tenancy with a thirty (30) day written notice in advance to Occupant. The Performance Deposit will be refunded within thirty (30) days of vacating the unit provided the Operator is satisfied that 1- All charges on account have been paid to date, 2- Unit is broom clean, 3- Unit has no damage, and 4- Ten (10) days written notice was provided. The performance deposit will not be applied to rent or charges due prior to termination.

7. DENIAL OF ACCESS: When rent or other charges remain unpaid for eight (8) consecutive days, Operator shall deny Occupant access to the storage space and shall take whatever actions are permitted by law.

8. USE OF STORAGE SPACE: Operator is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Operator does not exercise care, custody or control over Occupant's stored property. Occupant agrees to 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 not to store property with a total value in excess of \$2,500 without the written permission of the Operator. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$2,500. Nothing herein shall constitute an agreement or admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth below.

Occupant agrees to store only goods of which Occupant is the sole and exclusive owner.

Operator shall not be liable to Occupant or any third person for the removal or sale of personal property which is not Occupant's property or upon which a prior lien has attached, unless the Occupant notifies Operator in the space provided.

LIST STORED PROPERTY NOT OWNED BY OCCUPANT OR UPON WHICH THERE IS A LIEN, TOGETHER WITH LIEN HOLDER'S NAME AND ADDRESS. (IF NONE, WRITE "NONE"):

9. HAZARDOUS, TOXIC MATERIALS and FLAMMABLE and COMBUSTIBLE LIQUIDS and GASES PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility grounds classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. This prohibition extends to flammable and combustible liquids and gases, except as permitted by law. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or

penalties imposed against the Operator, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid or gases by Occupant, Occupant's agents, employees, invitees or guests. Operator may enter the storage space at any time to remove and dispose of prohibited items and may involve the appropriate governmental authorities where necessary, without any liability to the Operator or its agents.

10. INSURANCE: Occupant, at Occupant's expense, shall maintain insurance against loss or damage to its stored personal property in an amount at least equal to the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss of or damage to stored property.

11. RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Operator and Operator'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.

12. RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY: Operator, Operator's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility.

13. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Operator from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and the self storage facility, including claims for Operator's active negligence.

14. LOCKS: Occupant shall immediately provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure its space. If unit is left unlocked for a period of five (5) consecutive days it will be considered an abandoned unit, and performance deposit will be forfeited.

15. RULES AND REGULATIONS: Operator shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect or that may be put into effect from time to time.

16. OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Operator to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, refusing entry to facility or to occupant's space by anyone other than occupant, and inspecting vehicles that enter or leave the storage facility.

17. NO SUBLETTING: Occupant shall not assign or sublease the storage space without the written permission of the Operator. Operator may withhold permission to sublet or assign for any reason or for no reason in Operator's sole discretion.

18. OPERATOR'S RIGHT TO ENTER: Occupant grants Operator, Operator'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, Operator, Operator's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Operator's rights.

19. PROPERTY LEFT IN THE STORAGE SPACE: Occupant agrees that Operator may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his/her tenancy. Occupant is responsible for paying all costs incurred by Operator in disposing of such property.

20. OWNER'S LIEN: Vermont Lien Law §2, 9 V.S.A., chap. 98, provides the Self Storage Owner a Lien on all property of Occupant stored at its facility for occupancy charges or other charges past due, or due in the future, and for expenses necessary and reasonably incurred for the preservation of occupant's property. This lien is superior to any other lien or security interest, except an active lien registered with the Vermont Secretary of State, and goes into effect as of the date the property is brought to said facility pursuant to a valid rental agreement. The owner has the right to enforce this lien pursuant to the provisions of the Vermont Lien Law should the occupant: (1) fail to pay occupancy charges or any other charges incurred; (2) abandon the storage unit; (3) damage Owner's premises or the storage unit by occupant's actions or failure to act; and (4) fail to comply with any term of this Agreement or any of the rules and regulations of the Owner.

21. WAIVER OF JURY TRIAL: Operator 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 Operator against Occupant, or Occupant against Operator, or Operator's agents or employees, on any matter arising out of, or in any way connected with this occupancy agreement, Occupant's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

22. NOTICES: All notices required by this Occupancy Agreement shall be sent by first-class mail postage prepaid or by Certified Mail, postage prepaid, to Occupant's last known address. Notices shall be deemed delivered when deposited with the United States Postal Service, properly addressed with postage paid. All statutory notices shall be sent as required by law.

23. NO WARRANTIES: No expressed or implied warranties are given by Operator, Operator's agents or employees as to the suitability of the storage space for Occupant's intended use. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

24. NO ORAL AGREEMENTS: This occupancy agreement contains the entire agreement between Operator 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 that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Operator or by Operator's agents or employees purporting to modify or add to this occupancy agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

25. SUCCESSION: All provisions of this occupancy 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 occupancy 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.

LETTER & FEES SCHEDULE

1st of Month - Rent is due
8th of Month - First Notice of Default is mailed, \$10.00 fee is charged to account, unit is overlocked.
28th of Month - Second Notice of Default (Auction Notice) is mailed, \$25.00 fee is charged to account. Balance due within fifteen (15) days.
No less than fifteen (15) days from date of Second Notice of Default (Auction Notice) auction ad will be placed in local newspaper.
No less than fifteen (15) days from first publication of auction ad, unit contents will be auctioned.

MISCELLANEOUS

Declined Payment Fee - \$25.00 – Future payments must be made in guaranteed funds only.
Non Swept Unit Fee - \$35.00

| | |
|----------------------------------|----------|
| Prorated Rent | \$ _____ |
| First Month Rent | \$ _____ |
| Performance Deposit | \$ _____ |
| Administrative Set Up Fee | \$ _____ |
| Sales | \$ _____ |
| TOTAL | \$ _____ |

Occupant's Signature: _____ Date: _____

Operator/Manager's Signature: _____ Date: _____

Payment remittance address: PO Box 146, Colchester, VT 05446