

Send Rental Payments to:
Trinity Real Estate Holdings LLC
PO Box 850
Cochranton, PA 16314
Ph. 814-425-7597

TRINITY REAL ESTATE HOLDINGS, LLC

SELF STORAGE RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. TRINITY REAL ESTATE HOLDINGS, LLC ("Owner") rents to the person(s) listed below, ("Occupant"), the storage rental unit indicated below in the Owner's building located on Race Street, Cochranton, PA, subject to the following terms and conditions:

Occupant: _____ Driver's License Number: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Cell Phone: _____ Email: _____

Bldg #: _____ Unit #: _____ Unit Size (approx.): _____

Rental Date: _____ Next Due Date: _____ Gate Access Code: N/A

MONTHLY RENTAL FEES:

Monthly Rent: \$ _____

6% Sales Tax: \$ _____

Total Due per Month: \$ _____ *Due on or before the 1st of Every Month*

MOVE IN COSTS:

Security Deposit: \$ _____

Pro-Rated Current Monthly Cost: \$ _____

6% Sales Tax: \$ _____

First Full Months Rental Fee: \$ _____

6% Sales Tax: \$ _____

TOTAL: \$ _____

SERVICE CHARGE SCHEDULE

Late Charge – 10 days after due date: \$25.00

Returned Check Fee (per check) \$50.00

Administrative Fee (per letter sent) \$12.00

Lock Removal Fee (per lock) \$25.00

Certified Lien Notice \$75.00

IMPORTANT NOTICES

NOTICE OF LIEN: The Pennsylvania Self-Storage Facility Act gives Owner a lien on all of Occupant's personal property stored in this storage unit. This lien against the stored property is for rent, labor, and other charges, present or future, incurred for storing, preserving, selling or disposing of Occupant's property. This lien attaches as soon as the property is placed into the storage unit. This lien is superior to other liens; however, any lien perfected and recorded in Pennsylvania, in the name of the Occupant, either in the county of the Occupant's last known address or in the County where the self-service storage facility is located, except any tax lien as provided by law, existing prior to the date the personal property was placed in the self-service storage facility supersedes any lien of the owner. Occupant attest that the personal property in the rented space is free and clear of all liens and security interests except for those listed below. If you do not pay your rent for thirty days you may lose your property. The Owner has the right to sell your property stored in this facility to collect the unpaid rent.

PROPERTY OF OTHERS: Owner shall not be liable to Occupant or any third person ("Third Party") for the removal or sale of personal property which is not Occupant's property or upon which a prior lien has attaches, unless the Occupant notifies Owner in the space provided. List Stored Property Not Owned by Occupant (if none, write "none"). Future additions of third person property must be provided to Owner in writing.

Third Party/Lienholder	Address and Telephone	Description of Property
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1. TERM: The term of the tenancy shall commence on the date indicated above and shall continue on a month to month basis. The Agreement will automatically renew each month until terminated in the manner set forth in paragraph 6 below. The minimum rental term is one month.

2. RENT: The rent shall be in the amount stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice at the address stated in this agreement. Such changes shall be effective on the next date rent is due. If Occupant has made advanced rental payments the new rent will be charged against such payments, effective upon giving notice of the new rate. **Rental Payments should be sent to TRINITY REAL ESTATE HOLDINGS LLC, PO BOX 850, COCHRANTON, PA 16314**

3. SECURITY DEPOSIT: Occupant will deposit with Owner a sum which is equal to one (1) month's rent, which shall be held by Owner as a security deposit. In the event that no damage is done to Owner's premises by Occupant, his agents or invitees, all rentals are paid, the unit is swept broom clean, and fifteen (15) days written notice is given pursuant to paragraph 7 below, the deposit will be returned to Occupant within thirty (30) days of the end of the lease by mail addressed to Occupant's last known address. If damage is done by Occupant, his agents or invitees, or rent remains unpaid, or unit is not cleaned, or notice of intent to vacate is not given pursuant to paragraph 7 below, past due rent, damages, cleaning fees and other costs and charges will be deducted from the deposit and the balance, if any, will be returned to Occupant by mail addressed to Occupant's last known address.

4. CHANGE OF ADDRESS: Occupant(s) must provide address changes to Owner, in writing and signed, by United States mail addressed to Owner at the address giving for payment of rent. Such change will become effective when received by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

5. ADMINISTRATION FEE, LATE CHARGES AND OTHER FEES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated administration fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated bad check charge and bank charges for any dishonored check, regardless of reason for return. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collections and lien costs incurred by Owner, including reasonable attorney's fees. Interest will accrue on any unpaid rents or fees due and owing that remain unpaid for thirty (30) days, such interest will accrue at 18% annum.

6. DENIAL OF ACCESS: When rent or other charges remain unpaid for five (5) consecutive days, Owner may deny Occupant access to the storage space. If any check given in payment is dishonored, regardless of reason for return, access to the rental space(s) may be denied

7. TERMINATION: The terms of this Agreement may be terminated by either party upon fifteen (15) days advance written notice to the other party. Said notice will be provided to the other party by a) hand delivery, or b) by certified mail/return receipt requested at the addresses provided herein. VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES. Owner reserves the right to re-let the Unit upon Occupant vacating the Unit. Owner will not prorate the final month's rent, or refund any portion thereof. Only a full month's prepaid rent shall be returned to Occupant. Occupant must leave the Unit broom clean and in good condition. Occupant is responsible for all damages. Failure to comply with any of the requirements of this Paragraph 7 will result in: (1) the forfeiture of Occupant's security deposit and any prepaid rents if applicable. (2) A service charge equal to one-half (1/2) of the monthly rental charge as stated above, or in any written amendment to this agreement and (3) At Owner's discretion, Occupant may be responsible for all actual damages incurred by Owner resulting from Occupant's vacating of the premises. Occupant's obligation will include continuing rent payments until a new tenant can be found for the Unit and a new Agreement begins.

8. **USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant shall not store in the Unit personal property in which any other person or company has any right, title or interest, other than disclosed above. Occupant shall 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 to not store property with a total value in excess of \$5,000.00 without first obtaining the written consent of Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00. The storage of animals, improperly packaged food, perishable goods, and pollutants, volatile, flammable, explosive, corrosive or other inherently dangerous materials is prohibited. Occupant shall not store in the Unit any items which would result in the violation of any law of any governmental authority. Occupant shall not use the Unit for the servicing or repair of any vehicles stored therein. Occupant agrees to not make any changes to the Unit, or damage it in any way. In Owner's sole discretion, Owner may require Occupant to remove certain items of property deemed undesirable to Owner, and Occupant shall immediately comply. No equipment and/or appliances shall be attached to the electrical outlets within the rented space or at the facility. Occupant shall not leave any automobiles, trucks, trailers, motorcycles, bicycles, boats or other objects in the outside storage area without the same being designated in the rental agreement.

9. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes, any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove or dispose of prohibited items.

10. **INSURANCE:** Occupant is solely responsible for Occupant's stored property. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Rental Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Rental 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 Owner, Owner's agents or employees for loss of or damage to stored property.

11. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All Personal property stored within or upon the storage space by Occupant shall be stored at Occupant's sole risk. Owner and Owner'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 including, but not limited to vandalism, burglary, criminal mischief, fire, water damage, dampness, mold/mildew, rodents, unexplained disappearance, power outage or equipment failure, Acts of God, the active or passive negligent acts or omissions of Owner, Owner's agents or employees for loss of or damage to stored property.

12. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner'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, even if such injury is caused by the active or passive acts or omissions or negligence of Owner, Owner's agents or employees.

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

14. **LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

15. **RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, efficiency, 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 reasonable necessary by Owner to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the storage facility.

17. OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner'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, Owner, Owner's agents or representatives of any governmental authority shall have the right to enter the storage space without notice to the Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Owner's rights. For the purposes of the Agreement "Emergency" shall be defined as any event which jeopardizes the health, safety and/or well-being of any person, property or building found or stored on the Premises. Any damage or injury caused by Occupant will be repaired by Owner at Occupant's sole cost, and any such expense may be charged to Occupant as additional rent, or be collected by owner in a legal action.

18. PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by owner in disposing of such property.

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

20. WAIVER OF JURY TRIAL: Owner 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 Owner against Occupant, or Occupant against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Occupant's use of the storage space or this storage facility, or any claim or 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 Occupants' agents, guests or invitees.

21. NOTICES: All notices required by this Rental Agreement, unless expressly instructed otherwise, shall be sent by first-class mail postage prepaid to Occupant's last known address. Notices shall be deemed given when deposited in the United States mail. Occupant agrees that any such notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service. All statutory notices shall be send as required by law.

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

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

24. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

25. ENFORCEMENT: If any part of this rental 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.

26. MULTIPLE OCCUPANTS: In the event of more than one Occupant under this Agreement, each Occupant is JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE

Occupant's Signature(s)

Trinity Real Estate Holdings, LLC Representative Signature