

RENTAL AGREEMENT

Fox Run Self Storage

4411 FOX RUN RD
DOVER, PA
PHONE (717) 843-0000

MAIL PAYMENT TO:

**Fox Run Self Storage
625 Lowther Rd
Lewisberrv. PA 17339**

Unit # _____ Gate Code _____
Rent Due Date _____

On this ____ day of _____, 201____, between **Fox Run Self Storage**, hereinafter called the **OWNER**, and the **OCCUPANT** whose name is:

Name _____

Address: _____

City: _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Business Phone _____
() _____ () _____ () _____

Email Address: _____

SS # _____ Currently a member of the military? Yes No

This is a monthly lease for storage. Rent is due and payable on the _____ day of each month for the entire month until terminated by either **OWNER** or **OCCUPANT in writing** (7 days prior to end of month).

Parking	\$30 / mo	+ tax =	\$31.50
5 x 10	\$40 / mo	+ tax =	\$42.40
10 x 10	\$55 / mo	+ tax =	\$58.30
10 x 15	\$70 / mo	+ tax =	\$74.20
10 x 20	\$85 / mo	+ tax =	\$90.10
10 x 25	\$100 / mo	+ tax =	\$106.00
10 x 30	\$125 / mo	+ tax =	\$132.50

Size: _____ Rate: _____

Would you prefer Automatic Credit Card Billing? ___ VISA ___ MasterCard ___ Amex ___ Disc
Card No. _____ Exp. Date _____

Name on Card _____

I hereby authorize Fox Run Self Storage to charge the above referenced account automatically each month and to apply said charge towards the payment of my monthly rent for the space number(s) stated above. Said charge authorization is to be in an amount equal to my monthly rent in effect at that time. I understand that it is my obligation to notify Fox Run Self Storage in writing 30 days in advance of my intent to terminate my tenancy and to pay my tenancy to the end of the month.

Authorized Signature: _____
_____ Monthly _____ Late Only

Alternate Person / Emergency Contact

Name _____

Relationship _____

Address _____

City _____ St _____ Zip _____

Phone _____

PROPERTY TO BE STORED

Household Goods Business Goods Other _____

Approximate value of goods stored \$ _____

TITLED PROPERTY TO BE STORED

Motor Vehicle Watercraft Trailer Other _____

Make _____ Model _____

VIN # _____ License # _____

State _____ Length _____ Color(s) _____

OCCUPANT AGREES THAT THE STORED PROPERTY IS OWNED SOLELY BY THE OCCUPANT AND IS FREE AND CLEAR OF ALL LIENS:

ADDITIONAL CHARGES

Late Payment Charge (5 days late) \$ 10.00

Late Payment Charge (15 days late) \$ 10.00

Certified Lien Notice (30 days late) \$ 15.00

Certified Mail Charge (30 days late) \$ 5.00

Final Lien Notice (45 days late) \$ 15.00

Returned Check Charge \$ 35.00

Auction Fee \$ 50.00

Disposal of Items/Cleaning Fee \$ TBD

TBD – To Be Determined

- 1. THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT (73 P.S. § 1901).**
- 2. PREMISES:** OWNER hereby leases to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, space(s) at the self storage facility described above, or the vehicle space described above, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this Agreement and for no other purposes whatsoever.
- 3. TERMS:** The term of the Agreement shall commence on the date set forth above and continue on a month to month basis provided, however, that the term of this Agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless and until OCCUPANT has removed his property from the premises and has given written notice thereof to OWNER at least seven (7) days prior to the end of the month vacating.
- 4. INSURANCE: OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY. OCCUPANT AGREES TO MAINTAIN AT OCCUPANT'S EXPENSE, A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE WITH THEFT, VANDALISM, AND MALICIOUS MISCHIEF ENDORSEMENTS FOR THE FULL VALUE OF OCCUPANT'S STORED PROPERTY. TO THE EXTENT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT SHALL BE DEEMED TO HAVE "SELF INSURED" TOTALLY (I.E., NOT TO INSURE WITH ANY INSURANCE COMPANY) AND SHALL BEAR ALL RISK OF LOSS OR DAMAGE. THIS INSURANCE IS A MATERIAL CONDITION OF THIS AGREEMENT AND IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER. OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER OR OWNER'S AGENTS OR EMPLOYEES. OCCUPANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER FROM ANY EXPENSE, COSTS, OR DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUCH SUBROGATION. WHILE CERTAIN INFORMATION MAY BE MADE AVAILABLE TO OCCUPANT WITH RESPECT TO INSURANCE, OWNER AND OWNER'S AGENTS ARE NOT INSURERS, ARE NOT AFFILIATED WITH ANY INSURANCE COMPANY, DO NOT ACT AS ANY INSURANCE COMPANY'S AGENT, BROKER, OR SOLICITOR, AND DO NOT ASSIST IN THE EXPLANATION OF COVERAGE OR IN THE MAKING OF CLAIMS UNDER ANY INSURANCE POLICY.**

AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON ADDITIONAL PAGES: By signing here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this Agreement, and (b) the provisions printed on the additional pages of this Agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this Agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this Agreement and of the rules and regulations of this facility.

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement THE DAY AND YEAR FIRST WRITTEN ABOVE. If there are special exceptions or conditions to this Rental Agreement, they have been written in the space that follows:

"Agent" for Fox Run Self Storage _____ "Occupant" _____

5 RELEASE OF OWNER'S LIABILITY: AS A FURTHER CONSIDERATION FOR THE USE AND OCCUPANCY OF THE SPACE, OCCUPANT AGREES THAT OWNER, HIS AGENTS, EMPLOYERS, AND ASSIGNS SHALL NOT BE LIABLE TO OCCUPANT, HIS/HER AGENTS, GUESTS, LICENSEES, OR INVITEES FOR ANY LOSS OR DAMAGE, INJURY, OR DEATH CAUSED TO THEM OR TO THEIR PROPERTY AS A RESULT OF THE USE AND OCCUPANCY OF THE SPACE OR STORAGE FACILITIES. IT IS FURTHER AGREED THAT ANY STORED PROPERTY IS PLACED IN THIS SPACE AT OCCUPANT'S SOLE RISK. THE OWNER, OWNER'S AGENTS, EMPLOYEES, AND ASSIGNS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER, INCLUDING THE ACTIVE OR PASSIVE ACTS, OMISSIONS, OR NEGLIGENCE OF OWNER OR OWNER'S AGENTS, EMPLOYEES OR ASSIGNS. OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT WARRANT OR REPRESENT THAT STORED PROPERTY WILL BE SAFELY KEPT, NOR THAT IT WILL BE SECURE AGAINST HAZARDS CAUSED BY RODENTS, INSECTS, WATER, FIRE, MOLD, MILDEW, OR THE ELEMENTS OF WEATHER OR EARTHQUAKE. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HERE AND THAT WERE OWNER NOT RELEASED FROM LIABILITY AS SET FORTH HERE, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON. FURTHERMORE, OWNER AND OWNER'S AGENT SHALL NOT BE LIABLE TO OCCUPANT FOR INJURY OR DEATH SUFFERED BY ANY PERSON, INCLUDING OCCUPANT'S GUESTS OR INVITEES OCCURRING IN OR ABOUT THE PREMISES OR STORAGE SPACE, OR ARISING OUT OF OCCUPANT'S USE OF THE PREMISES OR STORAGE SPACE, FROM ANY CAUSE WHATSOEVER, EVEN IF SUCH INJURY OR DEATH IS CAUSED BY THE ACTIVE OR PASSIVE ACTS OR OMISSIONS, OR ACTIVE OR PASSIVE NEGLIGENCE OF OWNER, OR OWNER'S AGENTS OR EMPLOYEES. THIS RELEASE OF LIABILITY SPECIFICALLY EXTENDS TO ANY LOSSES OR INJURY RESULTING FROM ANY FAILURE IN ANY SECURITY SYSTEMS OR SECURITY PROCEDURES EMPLOYED AT THE PREMISES FROM ANY CAUSE WHATSOEVER.

6. PERMITTED AND PROHIBITED USE OF SPACE: Occupant agrees to use space only for the storage of property wholly owned by Occupant. Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property. Occupant agrees not to store any item of sentimental value. Occupant specifically agrees that, with the exception of property prohibited by this Agreement, Owner is not concerned with the kind, quality, or value of the goods stored. Occupant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may unreasonably be withheld in Owner's sole discretion and if such consent is not obtained, the total value of Occupant's property shall be deemed not to exceed \$5,000.00. The provisions of this paragraph do not alter the releases of Owner's liability set forth in section 5, nor constitute any admission that Occupant's stored property has any value whatsoever. Occupant shall not store any motor vehicle in space without the prior written consent of Owner. Occupant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction or permit such actions to occur. Occupant is strictly prohibited from storing or using materials on the premises which are classified as hazardous or toxic under any local, state, or federal law or regulation and from engaging in any activity on site which produces such materials. Occupant's obligations of indemnity as set forth in section 10 herein specifically includes any costs, expenses, fines or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. The rented premises shall not be used for the operation of any business, for manufacturing or production, or for human or animal occupancy. Pets shall not be brought on the premises or the surrounding property. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the Space. Trash or other materials shall not be left in or near the Space. Occupant shall not make use of any electricity in the Space for refrigeration, heating or any other purpose whatsoever other than the single lighting fixture that may or may not be provided in the space, which shall be used only for the purpose of lighting the space when Occupant enters the space, and Occupant shall turn off the light when leaving the Space.

7. PARTIES AND DATE: This lease Agreement ("Lease") is entered into in duplicate, as set forth on the preceding page by and between Fox Run Self Storage ("Owner") and the individual named in section 1 ("Occupant"), for the purpose of renting space for the storage of personal property, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

8. RENT: Rent shall be payable in advance at the rate set forth in Section 2, and payable on the 1st day of each month thereafter as set forth in Section 2. No monthly statements or bills will be issued. Rent shall be delinquent if not paid on the 1st day of each month. Rent payment shall be made to Owner at the address set forth in this lease or to such place as Owner shall designate in writing. Rent payments shall be made in full without offsets or deductions of any kind and without demand. Prior to taking possession of the Space and as a condition to taking possession, Occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this lease. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Lease and all other terms of this Lease shall remain in full force and effect.

9. ADDITIONAL RENTAL CHARGES: Late payments or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and are not contemplated by this Lease. Rent is due on the date specified in Section 2 and is delinquent on the day immediately following the due date. If rent is not received by owner by the 5th day following the due date, if Occupant's check is dishonored and returned, or if Occupant's space becomes subject to lien enforcement procedures under the Self-Service Storage Facility Act, unit will be over locked with a company lock, and Occupant agrees to pay Owner, as additional rent, administrative charges and late fees. The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. **Occupant's property may become subject to a lien if rent remains unpaid for thirty days or longer (Self-Service Storage Facilities Act).** In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including but not limited to costs of removing locks, inventory of stored property, and reasonable storage costs as may be provided for by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during the lien enforcement. **ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIERS CHECK, MONEY ORDER OR CASH.** If Occupant's checks are dishonored more than once, Occupant will be required to pay all future rent by certified check, money order, cashier's check or cash.

For the purpose of OWNER'S LIEN: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, merchandise, household items, motor vehicles or other property with or without a certificate of title. The OWNER'S lien is superior to any other lien or security interest, except those which are perfected and recorded prior to date of this rental agreement whether within this state and county or not, except any tax lien as provided by law. It is the OCCUPANT'S sole responsibility to disclose the existence of any lien on any stored item(s). "Last known address" means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of change of address.

10. INDEMNIFICATION: Occupant will indemnify, hold harmless, and defend owner from all claims, demands, actions, or causes of actions (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of, or arising out of, Occupant's use of space and storage facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in section 5 of this lease.

11. NOTICES – CHANGE OF ADDRESS: ALL NOTICES REQUIRED OR PERMITTED BY LAW OR BY THIS AGREEMENT MAY BE SENT TO OCCUPANT AT ANY OF THE ADDRESSES SET FORTH FOR OCCUPANT IN SECTION 1 OF THIS LEASE. IN THE EVENT THAT ANY OF THE ADDRESSES GIVEN ABOVE CHANGE, SUCH CHANGE SHALL NOT BE BINDING UPON THE OWNER UNLESS OCCUPANT HAS GIVEN OWNER WRITTEN NOTIFICATION OF THE CHANGE, EITHER BY PERSONAL DELIVERY OR BY DEPOSIT IN THE UNITED STATES MAIL WITH FIRST CLASS POSTAGE PREPAID ADDRESSED TO OWNER AT THE ADDRESS GIVEN FOR PAYMENT OF RENT. OWNER MAY CHANGE ANY OF THE TERMS OF THIS AGREEMENT BY WRITTEN NOTICE TO OCCUPANT THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY MONTH OF THIS TENANCY.

12. CONDUCT: Should Occupant appoint another person(s) or organization(s) to enter the storage space, occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code is evidence of authority to enter occupant's space. All information provided by occupant on this lease is confidential and will not knowingly be disclosed to anyone without Occupant's prior consent, except for law enforcement purposes.

13. CONDITION OF SPACE / REPAIRS – COMMENCEMENT AND TERMINATION: Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Lease, reasonable wear and tear excepted. Occupant agrees to leave said storage Space broom clean and damage free. **Occupant further agrees to remove all items from the space and agrees to reimburse Owner for any/all costs of emptying or repairing Space, which includes but is not limited to dump fees, labor, materials, and transportation.** Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, Occupant's guests or agents or any wear and tear in excess of normal use during the term of the Lease shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies of default.

14. ACCESS: In the Owner's absolute discretion, Occupant's access to the Storage Facility and Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security at the Storage Facility. Such measures may include, but are not limited to, limiting hours of operation and requiring verification of Occupant's identity.

15. OWNER'S RIGHT TO ENTER OR INSPECT: Occupant grants Owner, Owner's agents or representatives or any governmental authority, including, but not limited to, police, fire, health or emergency response officials, access to the premises upon three (3) days prior written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives or any governmental authority, including, but not limited to police, fire, health, or emergency response officials shall have the right to remove Occupant's lock and enter the premises without notice to Occupant and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Owner's rights. In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy, therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this section.

16. RULES: Owner shall have the right to establish or change hours of operation, tenant access, or to promulgate rules and amendments, or amend existing rules and regulations for safety, care, and cleanliness of the premises, or the preservation of good order on the facility. Occupant agrees that such rules are made a part of this Agreement and agrees to follow all of Owner's Rules now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of Rules and/or facility hours will be conspicuously posted at least seven (7) days prior to the effective date of such change. Hours of Operation and Access shall be posted at the entrance to the Storage Facility. Current Rules will be posted in the Rental Office.

17. TERMINATION: Owner may terminate the tenancy of Occupant by the giving of seven (7) days written notice to the other party. Rent is payable by Occupant to Owner for the entire thirty (30) day period prior to termination whether or not Occupant vacates the Space prior to the end of the period. Resident agrees to vacate the Space on or before 5:00 PM on the last day of the term. In addition, upon nonpayment of the rent for thirty (30) consecutive days, Owner may terminate this Lease upon thirty (30) days written notice pursuant to a Preliminary Lien notice as set forth in the Self-Service Storage Facility Act.

18. OCCUPANT'S BREACH: In the event the Occupant breaches this lease, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. It shall become necessary for Owner to institute legal action for the purpose of enforcing its rights of lien foreclosure in a civil court of proper jurisdiction, and Owner prevails in such action, Occupant agrees to pay Owner an additional sum of Two Hundred Fifty Dollars (\$250.00) as liquidated damages.

19. ASSIGNMENT: Occupant shall not sublet or assign the Space nor store property owned by others.

20. SECURITY OF SPACE/LOCKS: Occupant agrees to be solely responsible for providing such locks, as Occupant desires for securing access to the Space. In the event that such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner may at his/her sole option take whatever measures are deemed reasonably necessary by Owner to resecure the access to Occupant's Space. Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the Space has become insecure. The fact that Owner has taken measures to resecure the access to Occupant's space under this paragraph shall not alter the release of Owner's liability set forth in Paragraph 5 of this lease, nor shall such measures be deemed conversion of Occupant's stored property.

21. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights 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 on any matter arising out of, or in any way connected with this Rental Agreement, Occupant's use of the storage space or premises, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law, statute, or regulation.

22. 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 agrees that he/she is not relying and will not rely on any oral representations made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Agreement in any way whatsoever. Occupant agrees that this Agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request such employee shall be deemed to be the agent of Occupant regardless of whether payments for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly such services performed by employee of Owner.

23. MISCELLANEOUS: Time is of the essence of this lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options or remedies given or granted to Owner by law are cumulative and no one of them is exclusive of another. If any provision of this lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.