



ADDED SPACE SELF STORAGE – OCCUPANCY AGREEMENT

523 Route 9 South
Marmora, NJ 08223
Tel: 609-390-5881
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E-Mail: addedspace523@aol.com

“Visit us on the Web” at www.addedspace.net

1. Occupancy Data

Date: ___/___/___ Unit No. _____ Approx. Size: _____

Name: _____
First Middle Initial Last

Present Address: _____

Alternate Address: _____

Phone (home): _____ Business: _____ Cell: _____

Social Security No.: _____

Driver’s License No.: _____ Copy Available: () Yes () No

E-Mail Address: _____

Are you a Member of the Military: () Yes () No

Alternate Contact (Relative, Business, Close Friend)

Name: _____ Phone: _____

Present Address: _____

2. Terms

Monthly Occupancy Charge:	\$ _____
Performance/Security Deposit:	\$ <u>50.00</u>
Administrative Set-up Fee:	\$ <u>10.00</u>
Locks/Misc.	\$ _____
Sales Tax:	\$ _____
Optional Insurance (Recommended):	\$ _____
Miscellaneous:	\$ _____
Pro Rata In (Per Day x Days’ Occupied)	\$ _____
TOTAL AMOUNT DUE	\$ _____

3. Late Fees

Seven Day Late Charge:	\$ <u>10.00</u>
Twenty Day Late Charge (additional):	\$ <u>20.00</u>

4. Payment Type (Check, Visa, Mastercard, Cash)

Card Number: _____ Authorization Code: _____
Expiration Date: _____ E-Mail Notification: () Yes () No

5. Access Code # _____

IN CONSIDERATION OF THE AGREEMENTS AND OTHER MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, OWNER HEREBY RENTS TO OCCUPANT AND OCCUPANT ACCEPTS POSSESSION OF CERTAIN PREMISES LOCATED AT ADDED SPACE SELF STORAGE, 523 ROUTE 9 SOUTH, MARMORA, NEW JERSEY 08223, WHICH PREMISES ARE MORE FULLY DESCRIBED AS UNIT NUMBER _____, APPROX. SIZE _____, HEREINAFTER REFERRED TO AS “PREMISES” OR “SPACE.” OCCUPANT IS LEASING ONLY THE SPACE AND HAS NO RIGHTS IN THE REMAINDER OF THE PREMISES. THE SPACE IS AN UNHEATED ENCLOSURE WITHOUT ELECTRIC, PLUMBING OR OTHER UTILITIES.

6. TERM OF OCCUPANCY. The term of Occupancy begins on the day that this Agreement is signed by the Owner and Occupant and shall terminate on the last day of the month in which this agreement is signed and Owner shall *pro rate* the rent of the first month to reflect the portion of the month for which rent is charged. Occupant agrees that he/she/it is what the law refers to as a “month to month Occupant or Tenant”. After the end of the initial period, the term of the Occupancy automatically renews thereafter in increments of one full month at a time only. Occupancy charge will not be pro rated for final month of occupancy.

When Occupant decides to vacate its space, Occupant agrees to provide Owner with a written Vacate Release Form (provided by Owner) which is written notice of actual termination of this agreement, releasing the space back to the possession of Owner, provided Occupant has complied with all obligations under this Agreement.

7. MONTHLY CHARGES. Occupant agrees to pay as occupancy charges for the above captioned Space the sum of \$ _____ per month, *(with the first month’s rent pro-rated if the tenancy begins after the 1st of the month). Occupancy charges shall be paid without any demand being made by Owner. It is Occupant’s obligation to remit occupancy charges monthly in advance. No bills or statements will be sent to the Occupant stating when the occupancy charge is due. Occupancy charge is due on the first day of each month.

8. MANDATORY PERFORMANCE DEPOSIT. A performance security deposit, as specified above, **is mandatory and is required** to help secure the obligations of the Occupant under this agreement and is to be paid by the Occupant upon the execution of this agreement. The performance deposit provided for in Paragraph 2 herein will be returned to Occupant, without interest, within thirty (30) days after termination. Any unpaid occupancy charges due to Owner or costs of cleaning and/or repairing the storage unit may be deducted from this deposit. The Occupant shall forfeit this deposit in its entirety if the Occupant vacates the storage unit without executing the written Vacate Release Form to the Owner, at least ten (10) days before the end of the occupancy term as provided for above, indicating Occupant’s intention to terminate this agreement as of the end of the occupancy term.

9. ADMINISTRATIVE LATE FEES. If Occupant's charges are not paid on or before the 7th day after the monthly due date, Owner must incur additional expenses, and therefore Occupant agrees to pay a **MANDATORY ADMINISTRATIVE LATE FEE** of \$10.00, and if Occupant's charges are not paid on or before the 20th day after the monthly due date, Occupant agrees to pay an additional mandatory administrative late fee of \$20.00. It is further understood and agreed that if Occupant or someone on his behalf issues any "bad" or "dishonored" or "declined" payment, whether same is issued on a closed account, refused debit or credit card, insufficient funds, uncollected funds or declined or refused for any reason, the Occupant shall pay Owner a **mandatory "bad payment charge"** of \$25.00 for any such payment.

10. INSURANCE. Owner does not have any obligation to purchase or maintain insurance on Occupant's property placed in Occupant's storage unit. Occupant has been apprised that Owner is not responsible to purchase or maintain insurance on Occupant's property stored in Occupant's storage unit. Occupant understands and agrees that it is solely Occupant's responsibility to maintain its own insurance. If Occupant wishes to have his/her property insured, Occupant must obtain his/her/its own insurance policy. Owner can provide access to purchase said insurance.

11. OCCUPANT'S OBLIGATIONS.

a) **No bailment.** Occupant acknowledges and understands that no bailment is created by this Agreement. Owner is not engaged in the business of storing goods for hire, nor is it in the warehousing business, but is simply providing commercial space for rent in which the Occupant may store items of personal property owned by the Occupant. Owner does not take care, custody and control, possession or dominion of the contents of the Occupant's unit and does not agree to provide insurance protection for Occupant's unit or the contents thereof. Except as provided in Section 2A:44-187 et seq. of the Law's of the State of New Jersey, the rented space is under the exclusive control of the Occupant.

b) **Limitation of Value.** Occupant expressly represents to Owner that the total value of all property stored or to be stored in the future in the storage unit is less than \$_____.

Occupant agrees that there must be a limitation of the value of the property stored by Occupant because it is impossible for Owner to calculate the value of Occupant's property in the rented space as only the Occupant has care, custody and control of Occupant's goods and possessions. This limitation is important to Owner. Thus, Occupant agrees to limit the total value of all property stored or to be stored in the future to the amount set forth in this paragraph unless he/she/it notifies Owner of a desire to increase the valuation and Owner specifically agrees in writing to an increase in valuation.

c) **Occupant's Representations.** Occupant specifically acknowledges and understands that the storage space is not suitable for the storage of items of sentimental, intrinsic or extraordinary value including, but not limited to heirlooms, irreplaceable documents or records, art work, irreplaceable or invaluable property, objects of special, sentimental or emotional value to Occupant or other objects for which no immediate resale markets exist. Occupant further agrees, understands and represents that it is only storing goods that the Occupant owns. Owner will rely upon Occupant's representation that Occupant is storing only goods for which it is the rightful and absolute Owner and goods that do not conflict with any provision of Federal, State or Local Laws. Further, Occupant represents and acknowledges that Occupant has not notified Owner of any lien or security interest in any of the personal property that Occupant will place in the rented space that would be superior to the lien of Owner that attaches as of the date the personal property is brought to the self storage facility.

d) **Physical Damage.** Any damage to the Owner's premises or the storage unit or both will constitute a breach of and default under the terms and conditions of this agreement and will subject occupant to civil process in the Courts of the State of New Jersey.

e) **Costs of Enforcement.** Occupant agrees to pay all costs and expenses, including reasonable attorney's fees, reasonable service and processing charges of Owner in enforcing any action or any term of this agreement whether by proceeding to auction under N.J.S. §2A:44-191 or by other civil process employed at Owner's sole and exclusive discretion. Occupant agrees and acknowledges that Occupant may become liable for any or all of these fees and charges in the event of actions or a failure to act by Occupant which results in Owner proceeding to enforce its lien or other claim against Occupant even though Occupant redeems its personal property before the sale of same.

12. USE OF PREMISES and STORAGE LIMITATIONS. STORAGE OF FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES OR HAZARDOUS, TOXIC OR NOXIOUS SUBSTANCES (EXCEPT AS PERMITTED BY LAW) OR USE FOR ANY UNLAWFUL PURPOSE IS PROHIBITED, IS A MATERIAL BREACH OF THE RENTAL AGREEMENT AND IS GROUNDS FOR SUMMARY EVICTION. IF NOTIFIED OF THE PRESENCE OF SUCH SUBSTANCES, OWNER RESERVES THE RIGHT TO ENTER OCCUPANT'S SPACE AND REMOVE AND DISPOSE OF SUCH PROPERTY EITHER ALONE OR WITH APPROPRIATE GOVERNMENTAL AUTHORITIES AS WELL AS PURSUE OTHER REMEDIES AT LAW. Occupant hereby specifically grants unto the Owner authority and permission to enter the storage unit at any time for the purpose of 1) responding to an emergency; 2) necessary repairs to the unit; and 3) removing or disposing of any property kept in the storage unit in violation of the provisions of this Agreement or of applicable law. Such entry by Owner shall not constitute establishment of care, custody and control and shall not relieve Occupant of any of its obligations to Owner under the terms of this Agreement. Said entry shall be accomplished by Owner's agents and employees and, where necessary and appropriate, governmental agents, inspectors, representatives or officers. The unit is for the storage of personal property only and may not be used for residential purposes or to house live animals. Occupant agrees to hold harmless Owner and/or other Occupants and third parties and indemnify, save and defend such persons from any loss resulting from any violation of the provisions of this Agreement and for any claim, action, proceeding, liability, loss, damage and expense, including attorneys' fees, arising out of any act or omission of the Occupant or Occupant's agent.

13. DEFAULT AND REMEDY. NEW JERSEY STATE LAW §2A:44-189 PROVIDES THAT AN OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY OF OCCUPANT LOCATED AT OWNER'S FACILITY FOR "...RENT, LABOR OR OTHER REASONABLE CHARGES DUE AS SPECIFIED IN THE RENTAL AGREEMENT IN RELATION TO THE PERSONAL PROPERTY, AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE UNDER THIS ACT." THIS LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST EXCEPT THOSE PRIOR LIENS THAT OCCUPANT HAS NOTIFIED OWNER OF IN WRITING AND ATTACHES AS OF THE DATE THE PROPERTY IS BROUGHT TO THE SELF STORAGE FACILITY.

The Owner has this lien in full force and effect should Occupant cause any of the following to occur: 1) Failure to pay rent or occupancy charges; 2) Failure to pay any other charges for labor or other reasonable charges due as specified in this Agreement; and 3) Abandonment of the storage unit;

Owner, after giving written notice to Occupant, which notice shall be deemed to be given by the Owner by serving Occupant personally or by mailing same, certified mail, return receipt requested, to the last know address of the Occupant, may at its option do any of the following:

- (a) Make any demand or give any notice as may be authorized by law and should Occupant fail to comply with such demand or notice within the time required by law if any, Owner may sell Occupant's property at Occupant's expense in accordance with N.J.S. §2A:44-191;
- (b) Deny access to the storage unit to Occupant, its agent or authorized person, if and when Occupant is more than fifteen (15) days in making a required rent payment or payment of other charges provided for in this rental agreement;
- (c) Over lock and/or remove Occupant's lock on the door of the rental space. However, there is no requirement that the Owner give any notice in order to avail itself of this self-help measure which the Occupant agrees is valid and reasonable, if Occupant's rent or payment of other charges is/are overdue;
- (d) Inventory such property and charge the Occupant for the reasonable cost of such inventory;
- (e) Pursuant to the provisions of N.J.S. §2A:44-191, sell the property contained in the rental space to any person **at a public sale** and for any amount should such sale take place;
- (f) Apply the proceeds of such sale to the Occupant's indebtedness to the Owner as provided for herein and Owner shall hold any proceeds over and above the amount owed by the Occupant to the Owner in an interest bearing account for the benefit of the Occupant. Upon satisfying Occupant's indebtedness to Owner, Owner shall notify Occupant of the amount and place of the deposit and of Occupant's right to secure said deposited funds.

It is specifically understood that the proceeds of such sale shall first pay the costs of sale and subsequent to the costs of sale, the payment of any occupancy charges, or any other charges as provided in the Occupancy Agreement and allowed by applicable law.

14. NOTICE. Any notice required to be given under this agreement shall be in writing and addressed to the other party at the appropriate address. Any such notice will be deemed to have been given at the time it is duly deposited, postage prepaid, in the United States mail, unless otherwise required by law. Any address change shall be changed only by written notice and must be acknowledged in writing by the Owner.

15. WAIVER. In any action or proceeding brought by one party as and against the other relative to this agreement, the Occupant specifically waives his/her/its right to a jury trial and agrees not to interpose any counterclaim in any action commenced by the Owner.

16. BANKRUPTCY AND OTHER LEGAL PROCEEDINGS. If and when Occupant files a Voluntary petition in Bankruptcy, or permits an involuntary petition in Bankruptcy to be filed against Occupant, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other type of legal action or proceeding wherein the right to use and occupy the leased premises is an issue, then at the option of the Owner, this Occupancy Agreement shall terminate, and the Occupant shall thereafter have no right, title or interest in or to any of the demised premises but shall remain liable for any rent or other charges incurred by the terms and conditions of this Agreement and Owner may avail itself of the provisions of all applicable law to recover same.

This is an executory contract and Occupant agrees in the event that Occupant remains in possession of the rented space after a discharge in bankruptcy occurs, Occupant agrees to immediately pay all post petition rents and charges that become due and owing pursuant to the terms and conditions of this rental agreement.

17. RULES AND REGULATIONS OF THE FACILITY: It is specifically understood that the Owner has certain rules and regulations necessary for the orderly operation of the facility and **the Occupant and the Authorized Person(s) for Access** acknowledge receipt of a copy of same and further specifically agree to familiarize themselves with, abide by and obey all terms and conditions of said rules and regulations attached hereto and made a part hereof or as are hereinafter amended. In the event of amendment of said rules and regulations, Owner shall meet its responsibilities to notify Occupant and the authorized person(s) for access of same by posting the same in a conspicuous place within the self storage facility in a timely manner with the same force and effect as if contained herein.

18. SEVERABILITY. If any term or provision of this Agreement or its application to any person or circumstances is, to any extent, held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement **shall remain** in full force and effect.

19. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties and there are no oral or written representations that are not part of this agreement. All of the provisions hereof shall apply to and be a binding upon the heirs, executors, administrators, representatives and successors of the parties hereto. By his/her/its signature below, Occupant acknowledges receipt of 1) a copy of this rental agreement, 2) a vacate release form, and 3) all riders hereto.

By: _____
OCCUPANT

ADDED SPACE SELF STORAGE
523 Route 9 South, Marmora, NJ 08223

By: _____
Manager/Asst. Manager

Vacate Release Form

As of the end of the current rental period, which is _____ (ending date), Occupant gives and releases to and Owner accepts possession of the premises which are the subject of a certain Occupancy Agreement dated _____ by and between Owner and Occupant. Occupant represents to Owner that he/she has done nothing which would give anyone a valid claim against the subject premises. Occupant further represents that he/she has faithfully complied with all the terms and conditions of the Occupancy Agreement above mentioned and has not breached a material term or condition thereof, including the payment of all charges for which he/she is obligated under the terms of this Agreement.

Upon execution of this Vacate Release Form and the subsequent surrender of the premises to the Owner, Owner releases Occupant and Occupant releases Owner from all obligations of said Occupancy Agreement. If Occupant fails to execute this Vacate Release Form or to surrender premises to Owner in good condition on due date, **THEN THIS GENERAL RELEASE IS NULL AND VOID.**

Added Space Self Storage

Managers Signature

Occupant's Signature

Date:

Occupant Insurance Program

- 1. Owner currently offers insurance provided by Bob Bader Company.
- 2. Occupant acknowledges that coverage has been offered and occupant chooses to
 Accept Decline said insurance. *Initials of Occupant*

REMOVAL OF TRASH

All of Occupant's trash, refuse, garbage, etc. shall be removed from the space at Occupant's expense. Owner has made arrangements with local trash disposal company to provide Occupant's service at competitive rates. Please contact office for further information.

Initials of Occupant