

OCCUPANCY AGREEMENT

**Ellenville Mini Storage
8093 RT 209
PO Box 231
Ellenville, New York 12428**

(845)-647-7544

This facility is operated in accordance with section 182 of the Lien Law of the State of New York

Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay This agreement executed between Rondout Valley Self Storage, herein called the OWNER, and OCCUPANT whose name is:

Name: _____ Date _____

Present Address: _____

Phone: Home: () _____ - _____ Business: () _____ - _____

Drivers License: State ___ Number _____

Alternate Contact: Name _____ Phone: () _____ - _____

Email Address: _____

1) Terms of Occupancy. OCCUPANT is hereby granted permission by owner to utilize the storage space at above premises described by number posted over entrance door as unit # _____, approximate size: _____ Ft. under the terms of this agreement commencing on the day it is signed and continuing as a "month to month occupancy." Prorate will only be done upon entering unit. We will not prorate upon exiting. The terms of the occupancy automatically renew unless terminated by either party on ten (10) days notice.

2) Monthly Charges. OCCUPANT agrees to pay an occupancy charge on unit(s) Number _____ of \$ _____ per month. Occupancy charges shall be paid on the day of each month without any demand made by OWNER. **It is OCCUPANT'S obligation to remit his/her charges monthly in advance to P.O. Box 231 Ellenville, NY 12428 or to drop off payment in the mail slot at the storage facility. NO NOTICE WILL BE SENT** to remind OCCUPANT when the occupancy charge is due.

The owner acknowledges receipt of the following:

Pro-rated rent for balance of month \$ _____

Rent (1st full month) \$ _____

One time set up fee (\$10.00) \$ _____

Advance Rent \$ _____

Miscellaneous \$ _____

Total: \$ _____

Next Month due Date _____

2A) Default and Remedy: (Enforcement provisions pursuant to **Section 182 of the Lien Law of the State of New York**). If the occupancy charges remain unpaid by the 10th day after the due date, the unit(s) will be Over-locked, and a \$15.00 late charge will become due. Unless the full amount due is paid within 30 days after due date, the OWNER will exercise its right, under **Section 182 of the Lien Law of the State of New York**, to arrange to sell, at public or private auction, the contents of the occupant's storage space in order to satisfy the outstanding amount due. If a check is returned by the bank, the check amount plus **\$25.00** are to be paid immediately in cash or by Money Order and all future payments will be due in the same manner.

3) Occupancy and Storage limitations: The OCCUPANT must supply his/her own **single Padlock** and keep the unit locked when not present and be fully responsible for the possession of the keys. OCCUPANT is responsible for snow removal 3 feet from door. The premises shall be used for storage of personal property and business goods owned by OCCUPANT. OCCUPANT further agrees that the premises will not be used for human or animal occupancy, nor any items which: A) Emit odor, such as food items. B) Any explosives, flammable liquids or other dangerous materials. C) Any property in violation of any applicable statute or ordinance or of any regulation, order, or requirement of any public authority having jurisdiction. D) Any property in violation of rules established from time to time by the OWNER governing the use of the storage unit.

4) Notice: A 5 day notice is required before tenant vacates unit. Any notice required to be given under this agreement, including change of address, must 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 by the OCCUPANT must be acknowledged in writing by the OWNER.

5) Subletting or Assignment: No subletting of the unit or any portion thereof or assignment of this agreement may be made without written permission of the OWNER.

6) Garage/Yard Sale: The OCCUPANT shall not conduct a private sale of merchandise nor post any signs without the express written consent of the OWNER.

7) Insurance/Indemnification: The OWNER carries no insurance covering loss or damage to the property stored in the storage unit. OCCUPANT shall maintain his/her own insurance on his/her stored property and OWNER shall not be responsible for theft or damage, if any, to said property caused by fire, water, or from any cause whatsoever. This occupancy agreement is made on the express condition that the OWNER shall be free from all liability and claims for damages by reason of any kind to any person. The OWNER strongly recommends that the OCCUPANT obtain his/her own insurance.

8) Entire Agreement: This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral agreements between the parties respecting the within subject matter. No amendment or alteration of the terms of this agreement shall be binding unless it is in writing and duly executed by the parties hereto.

9) The OCCUPANT hereby acknowledges by signing this occupancy agreement that he/she has read, understands and accepts all the terms and conditions expressed in this agreement.

By: _____
OCCUPANT

Date _____

Ellenville Mini Storage Representative

Date _____