

Rental Agreement: American Self Storage

LANDLORDS: Aaron Bolster and Melissa Bolster

TENANT(S) _____ **Phone#** _____

Address: _____

PREMISES: 483 Skowhegan Rd Norridgewock, Me 04957 **UNIT#** _____ **Size** _____

1. RENTAL AMOUNT: Commencing ___/___/_____ TENANT agrees to pay LANDLORD the sum of \$_____ per month in advance on the ___ day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: Melissa Bolster P.O. Box 112 Norridgewock, Maine 04957.

Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement. If all rent is not paid within three (3) days of rent being due, then a late fee of \$20.00 or 20% of the rental amount, whichever is greater, will be due.

2. TERM: The premises are leased on the following lease term: (please check one item only) ___ month to month (OR) ___ until ___/___/_____. If the term is a month to month, then the term shall be terminable upon 14 days written notice served by either party. Landlord may terminate the term for any violation of the Rental Agreement including late payment of rent.

3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$___0___ as a security deposit to be held and disbursed for any damages to the premises (if any) as provided by law. TENANT may not use said deposit for rent owed during the term of the rental agreement. Any unpaid rent payments due and/or repair cost for damages caused by tenant left unpaid shall accrue interest of 1.5% per month, compounded monthly, until such time as entire balance due (including late rent, damages and interest) are paid in full. Within 30 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to TENANT'S address listed above.

4. INITIAL PAYMENT: TENANT shall pay the first month rent of \$_____ and the security deposit in the amount of \$___0___ for a total of \$_____. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

5. USE: The premises shall only be used for the storage of personal property only. No person or animal shall be allowed to occupy the premises. No businesses may be operated at the premises. TENANT may not store any good, which is in violation of any statute, ordinance, and/ or federal, state, and/or municipality rule or regulation. TENANT may not store any trash or garbage on the premises or near the premises.

Immediately upon the placement of personal property in the premises, the TENANT shall secure the premises by a padlock. TENANT is solely responsible for maintaining the combination or key to the padlock. LANDLORD is not responsible for verifying the identity of the TENANT or any other person who may be authorized to enter the premises. TENANT shall hold the LANDLORD harmless for any loss sustained by the TENANT for entry of the Premises by any unauthorized persons.

6. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD. LANDLORD has absolute discretion to deny permission.

7. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair the premises due to TENANT'S or TENANT'S invitee, misuse or negligence. TENANT agrees to clean the premises before vacating the premises and acknowledges that LANDLORD may use the security deposit to clean the premises if TENANT has not cleaned the premises.

8. STORAGE OF DANGEROUS, HARMFUL, OFFENSIVE, OR NOXIOUS GOODS. The storage of dangerous, harmful, offensive, or noxious goods is prohibited. The storage of any goods that may constitute a nuisance to the LANDLORD, LANDLORD'S employees, or other TENANTS is prohibited. The storage of any corrosive materials, perishable items, contaminants, pollutants, contraband, toxic waste, welding material, flammable materials, or explosives is prohibited. TENANT may not store any good that will compromise or affect LANDLORD'S insurance coverage. The storage of any such goods shall be a breach of the rental agreement and LANDLORD may forfeit the term for the storage of any such good.

In the event that LANDLORD believes that TENANT is storing any such goods, LANDLORD may dispose of the property as authorized by 10 M.R.S.A. § 1373. TENANT shall be responsible for any costs incurred by LANDLORD for the removal and disposal of such goods.

9. STORAGE OF VEHICLES. If the TENANT stores any automobile, truck, boat, ATV, or any other item that has a motor in it, the TENANT shall place a drip pan under any possible sources of leaks. TENANT shall also disconnect the negative terminal of the battery or remove the battery from the personal property item. All automobiles will be parked in gear or in “park”. Chock blocks must secure the wheels of any automobile or trailer. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit.

10. ALTERATIONS: TENANT shall not make any alterations to the premises.

11. LATE PAYMENT/FORFEITURE OF TERM: If LANDLORD has not received any rent payment within seven (7) days after rent becomes due pursuant to the provisions of this lease, then the term shall be forfeited without further notice. Rent shall not be considered paid until all rent and late fees are paid in full. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$35 for each check that is returned to LANDLORD because the check has been dishonored. Any unpaid rents after TENANT has vacated the property and/or unpaid damages shall accrue interest at the rate of 1.5% monthly (approx. 18% annually) starting 30 days after said rents/damages are payable.

If the term has been forfeited for late payment of rent or any other reason, then LANDLORD may prevent TENANT from having any access to the premises or the personal property stored on the premises subject to the conditions stated in 10 M.R.S.A. § 1375(9).

12. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

13. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises upon any emergency, as deemed by the LANDLORD. In addition, LANDLORD may enter and inspect the premises upon 24 hours notice to the TENANT. Notice may be given to TENANT by mail to the address listed above.

14. REPAIRS BY LANDLORD: If a repair to the premises is necessary, LANDLORD shall have the right to enter the premises and take all reasonable and necessary steps to effectuate the repairs.

15. LIEN ON PERSONAL PROPERTY: Pursuant to 10 M.R.S.A. § 1374 et. seq., the LANDLORD has a lien on the personal property stored by the TENANT for any rent, labor or other charges, and for expenses reasonably incurred in its sale.

If the TENANT continues to be in default for 45 days or more, than LANDLORD may enforce the lien and sell the personal property of the TENANT in accordance with 10 M.R.S.A. § 1375. The sale of property shall occur at the leased premises or the nearest location available.

16. HOLDOVER: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. The new month to month tenancy shall be subject to all of the terms and conditions of this agreement except that the rent shall be _____ Dollars (\$ _____) per month. Said month to month tenancy shall be terminable upon thirty (30) days written notice served by either party.

17. WAIVER: LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right.

18. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

19. ATTORNEY FEES: In the event action is brought by LANDLORD to enforce any terms of this agreement including late rent or to recover possession of the premises, the TENANT shall be responsible for all of LANDLORD'S collection costs including attorney fees and any fees of a collection agency.

20. NOTICES: All notices to the TENANT shall be deemed served upon mailing by first class mail, addressed to the TENANT at the address stated above or upon personal delivery upon the TENANT. All notices to the LANDLORD shall be served by mailing first class mail or by personal delivery to: Melissa Bolster P.O. Box 122 Fairfield, Me 04937.

All notices sent by LANDLORD to TENANT regarding a sale of the personal property of the TENANT must be sent by both regular first class mail and certified mail.

21. ABANDONED PROPERTY OF TENANT: Once TENANT vacates the premises; LANDLORD shall dispose of any remaining abandoned property in accordance with Maine law.

22. BREACH: Any violation of the provisions of this Rental Agreement by the TENANT will be deemed to be a breach of the Agreement and any remaining term will be forfeited. Any false or misleading information provided by the TENANT in an application for the Rental Agreement will be considered a breach of this agreement and the Landlord will have the right to cancel and terminate this agreement immediately and all deposits will be forfeited in favor of the Landlord as liquidated damages.

TENANT is also required to follow all posted rules and regulations of the LANDLORD. Any violation of a posted rule and regulation of the LANDLORD shall be deemed a breach of this Agreement.

23. APPLICATION: All statements in TENANT'S application must be true or this will constitute a material breach of this lease.

24. NOTICE OF REQUIREMENT OF TENANT'S INSURANCE (AND WAIVER).

TENANT hereby acknowledges that TENANT is responsible for the procurement of insurance for TENANT's personal property. The LANDLORD and/or LANDLORD'S insurance shall not be responsible for TENANT'S personal property.

Tenant

Tenant

25. LIMITATION OF LIABILITY/INDEMNIFICATION. LANDLORD shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to any personal property stored on the Premises. Tenant further agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

Without the express written permission of LANDLORD, the TENANT may not store any personal property that has an aggregate value of \$10,000 or more. Nothing herein shall constitute an admission or agreement by LANDLORD that TENANT'S personal property has any value.

26. NOTICE OF LIEN HOLDERS: TENANT affirmatively states that the personal property stored in the premises is free and clear from all liens and interests with the exception of the following: _____

_____.

27. ADDITIONAL TERMS: After Tenant no longer needs storage unit it is to be left clean and swept out.

28. SITUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

29. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. The Agreement may be modified or amended in writing, if it is signed by the party obligated under the amendment. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted below.

Date: _____
_____ LANDLORD

Date: _____
_____ TENANT

Date: _____
_____ TENANT