

Cold Spring Self Storage

Facility Address: 159 Bay Road, Belchertown, MA
Mailing address: P.O. Box 804, Belchertown, MA 01007
Phone: 413-323-0001 info@coldspringselfstorage.com

Massachusetts Self Storage Rental Agreement

Occupant: _____

Address: _____

City State Zip

Home Phone Business Phone Email

Social Security Driver's License State

ALTERNATE CONTACT:

Name Address Email

The alternate contact shall only receive notices pursuant to Rental Agreement or to Chapter 105A of the Laws of Massachusetts as may be required. This designation shall not provide the alternate contact with authority to access the leased space except as provided by law or with the written consent of the occupant and as provided herein.

Are you now a member or intending to join the US Military, Reserves, or National Guard? _____

Unit #: _____ Size: _____ Occupancy Starts: _____

Rent: \$ _____ per month DUE ON THE FIRST DAY OF EVERY MONTH

Late Fee: \$ _____ (assessed if rent received seven or more days late)

Declined Payment Charge: \$10.00 (plus fees)

Late Letter Charge: \$3.00,

Overlock fee: \$5.00

MANDATORY NOTICES OF LIEN: The Massachusetts Self-Service Storage Facility Act gives the Operator of a self-service storage facility a lien on Occupant's stored property "for rent, labor, insurance or other charges in relationship to the property and for expenses necessary for the preservation of the property or reasonably incurred in its sale pursuant to this chapter."

Property stored in the leased space is not insured by the Operator against loss or damage. It is the Occupant's sole and exclusive responsibility to insure its personal property against loss or damage. Occupant's property may be sold to satisfy the lien if rent and other charges are not paid when due.

Cold Spring Self Storage, hereinafter Operator, rents to Occupant, and Occupant accepts, the storage space indicated above pursuant to the following terms and conditions:

1. **TERM:** The term of the tenancy shall commence on date indicated above and shall terminate on the last day of the month in which this agreement is signed. Operator 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 a "month to month Occupant/Tenant" and that the minimum rental term is one month. At the end of the initial rental period, the rental term automatically renews thereafter in increments of 1 full calendar month at a time only, until terminated by either party.

2. **RENT:** Rent shall be the amount stated above. Rent is due each month on the first (1st) day of the month in advance and without demand. Operator reserves the right to require that rent and other charges be paid in cash, certified check or money order. Operator may change the monthly rent or other charges by giving Occupant thirty (30) days written notice, in advance, by first-class mail at the address stated in this agreement. The new rent shall become 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.

**UNLESS CREDIT CARD PAYMENTS HAVE BEEN ARRANGED, SEND RENT TO:
COLD SPRING SELF STORAGE, P.O. BOX 804, BELCHERTOWN, MA 01007.
CHECKS PAYABLE TO: COLD SPRING SELF STORAGE**

3. **CHANGE OF ADDRESS:** Occupant(s) must provide address changes to Operator in writing. Such change will become effective only when received by Operator. It is Occupant's responsibility to verify that Operator has received and recorded the requested change of address.

4. **ADMINISTRATION FEE:** NONE.

5. **LATE CHARGES AND OTHER FEES:** Occupant agrees to pay Operator the indicated late fee if rent is received seven (7) or more days after the due date. Occupant will pay Operator the indicated fee for each letter sent to Occupant, notifying Occupant of the default. Occupant agrees to pay Operator the indicated Declined Payment charge plus all bank charges for any dishonored check, declined credit card charge or other fee as a result of a "declined payment". These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. In the event of default, Occupant agrees to pay all collections and lien costs incurred by Operator.

6. **TERMINATION:** Thirty (30) days written notice given, in advance, by Operator or Occupant to the other party will terminate this tenancy. Except for the initial rental period, Operator does not prorate rent; therefore, only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition and must remove its lock. A unit left with lock in place will continue to incur rent. Occupant is responsible for all damages.

7. **DENIAL OF ACCESS:** When rent or other charges remain unpaid for seven (7) consecutive days, Operator shall deny Occupant access to the storage space (overlock) and shall take whatever actions are permitted by law.

8. **USE OF STORAGE SPACE:** Operator is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Operator does not exercise care, custody or control over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. 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 not to store property with a total value in excess of \$3,000 without the written permission of the Operator. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$3,000. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth below.

Operator shall not be liable to Occupant or any third person for the removal or sale of personal property which is not Occupant's property or upon which a prior lien has attached, unless the Occupant notifies Operator in

the space provided. List stored property not owned by occupant or upon which there is a lien, together with lien holder's name and address.

NONE (unless crossed out and item(s) listed below)

9. **HAZARDOUS, TOXIC MATERIALS and FLAMMABLE and COMBUSTIBLE LIQUIDS and GASES 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. This prohibition extends to flammable and combustible liquids and gases, except as permitted by law. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Operator, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid or gas by Occupant, Occupant's agents, employees, invitees or guests. Operator may enter the storage space at any time to remove and dispose of prohibited items and may involve the appropriate governmental authorities where necessary, without liability to the Operator or its agents.

10. **INSURANCE:** Occupant, at Occupant's expense, shall maintain insurance against loss or damage to its stored personal property in an amount at least equal to the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this 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 Operator, Operator's agents or employees for loss of or damage to stored property.

11. **RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Operator and Operator'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.

12. **RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY:** Operator, Operator'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.

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

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

15. **RULES AND REGULATIONS:** Operator shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, 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 reasonably necessary by Operator 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. **OPERATOR'S RIGHT TO ENTER:** Occupant grants Operator, Operator'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, Operator, Operator's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law, or enforce Operator's rights.

18. **PROPERTY LEFT IN THE STORAGE SPACE:** Operator 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 Operator in disposing of such property.

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

20. WAIVER OF JURY TRIAL: Operator 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 Operator against Occupant, or Occupant against Operator, or Operator'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 of 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 Occupant's agents, guests or invitees.

21. NOTICES: All notices required by this Rental Agreement shall be sent by first-class mail postage prepaid to Occupant's last known address. Notices shall be deemed delivered when deposited with the United States Postage Service, properly addressed with postage paid. All statutory notices shall be sent as required by law.

22. NO WARRANTIES: No expressed or implied warranties are given by Operator, Operator's agents or employees as to the suitability of the storage space for Occupant's intended use. Operator 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 Operator 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 that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Operator or by Operator'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.

Occupant's Signature: _____ Date: _____

Operator/Manager's Signature: _____ Date: _____

**SEND ALL PAYMENTS & NOTICES TO OPERATOR TO:
COLD SPRING SELF STORAGE
P.O. Box 804
BELCHERTOWN, MA 01007 Phone: 413-323-0001
e-mail: info@coldspringselfstorage.com**

We are a member of the Massachusetts Self Storage Association

