



1. LOCATION AND TERM.

Owner will permit Occupant to store goods in one of our storage facility determined at time of booking and beginning on the date of the pick-up, first 3 months must be prepaid and continuing month-to-month until either Owner or Occupant gives not less than 10 days written notice of canceling this agreement and stating the date of termination. **The date of termination must be one (1) day before your due date. no refund on prepaid rent.**

2. OCCUPANCY CHARGE.

.The occupancy charge will be 3 months' min. Payable in advance depending on the package the customer picks at time of reservation and will be paid at the time of the pick up, without demand, on day 1st of each 3 month's month package , which is your due date of payment. No rent invoices, or advance notice will be given, and occupant assumes all responsibilities for timely payments. In addition to the monthly occupancy charge and other remedies of Owner, Occupant will pay, on demand, (a) a mandatory charge of \$15.00 added after 7 days late of each month in which the monthly occupancy charge is not received by due date, (b) and additional mandatory charge of \$30.00 for each full or partial calendar month thereafter until the monthly occupancy charge is paid and (c) a mandatory charge of \$50.00 for any check which is returned unpaid. See Article 3, 6 and 10 for additional mandatory charges. Means of payment other than cash must state the correct storage space number. **OWNER RESERVES THE RIGHT TO REFUSE PAYMENT BY CHECK. no refund on prepaid rent.**

B. The monthly occupancy charge or any other charge may be increased at any time by Owner giving Occupant no less than 30 days written notice of the increase. If Occupant does not wish to pay the increased charge then Occupant may cancel this agreement according to Article 1. If Occupant does cancel this agreement, Owner will not charge Occupant the increased charge for the month in which this agreement is cancelled.

C. INCREASE IN OCCUPANCY CHARGE: In the event that Occupant fails to pay the monthly occupancy charge on a timely basis at the facility without demand, then in addition to all other remedies by Owner, any and all discounts applicable to that unit previously credited due to be given shall be deemed to be waived by Occupant and shall become immediately due and payable.

D. No bailment or deposit of goods for safekeeping is intended or created hereunder.

E. All space sizes are estimates do not refer to usable space, and the size of the Premises and any referenced sizes are approximate, given for illustration, and may vary. By initialing here, the Occupant agrees that it has had the opportunity to measure the premises prior to moving in, and that the Premises and the common area of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property, including the size and capacity of the storage space to which the Occupant has been assigned.

F. Occupant shall have access to the Premises and the common areas of the Property only during the Property's posted hours and days of operation. This access is conditioned on the Owner's ability to maintain the business, rent ability, safety, or security of the Premises and the Property, and if such ability is compromised, the Owner may take reasonable preventative or corrective measures such as, but not limited to, restricting access hours and requiring verification of Occupant's identity.

G. Reservations are a **preferred** pick up or delivery, final approval will be issued from manager.

H. All items must be in a box and ready for pick up, waiting time will be \$25.00 for each 30 min. over pick up time and charged at time of pick up. Additional charges for Steps, extra boxes, Ect.

3. OWNERS OPTION TO RENEW.

Owner reserves the right not to renew this agreement for any reasonable causes and Occupant agrees to vacate upon request or upon violation of this agreement.

4(a). OWNER'S LIEN.

UNDER THE NEW JERSEY SELF-SERVICE STORAGE FACILITY ACT (N.J.S.A. 2a:44-187, ET SEQ.) OWNER HAS A LIEN UPON ALL PROPERTY STORED BY OCCUPANT AT THIS FACILITY. THE LIEN COVERS OVERDUE RENT, STORAGE CHARGES, LABOR CHARGES, LATE CHARGES, AND OTHER CHARGES, PRESENT OR FUTURE, PERMITTED UNDER NEW JERSEY LAW, INCLUDING EXPENSES INCURRED IN THE PRESERVATION AND SALE OF OCCUPANT'S PERSONAL PROPERTY. OWNER MAY ENFORCE THE LIEN BY SELLING OCCUPANT'S PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE IN ACCORDANCE WITH THE SELF SERVICE STORAGE ACT.

4(b). DEFAULT.

If Occupant (a) fails to pay the monthly occupancy charge or any other charge when due, (b) abandons the storage space, (c) fails to comply with any other term of this occupancy agreement between Owner and Occupant, or (d) fails to act in accordance with the Owner's reasonable expectations under this Agreement, after 10 days of notice, Owner may (i) deny Occupant access to the storage space until Occupant pays the occupancy charge or such other charges and/or cures the breach under the Agreement (ii) make any demand or give any notice required by law and, if Occupant does not comply with such demand or notice within the time required under this Agreement or by law, If any, Owner may immediately deem this agreement to be terminated and, at Occupant's expense, sell Occupant personal property in accordance with Self-Service Storage Facility Act, Section 187 of N.J.S.A 2A-44 or take any other reasonable lawful action in connection with the termination of this agreement, and seek the removal of Occupant's personal property and the collection of any occupancy charges or other charges. Occupant will remain liable to Owner for the occupancy charges, and for all other charges due to the date of termination and for any damages resulting from Occupant's non-compliance, including attorney's fees and all expenses of Owner in connection with removing Occupant, preserving and selling Occupant's personal property, and cleaning and repairing the storage space or the facility. Owner shall have the right to dispose of or sell the property contained in the rental space to any person by public sale and for any amount, should a sale take place. Owner shall apply the proceeds of such a sale only to the Occupant's indebtedness to the Owner and shall hold any proceeds over and above the amount owed by the Occupant to the Owner in account for the benefit of the Occupant. Upon written demand, the excess, if any, shall be returned to the Occupant without interest. Owner shall hold such proceeds for a period not to exceed two years. After two years, these proceeds shall become the property of the Owner. Even if the Owner should sell or dispose of the Occupant's property in the manner provided for by Law, the Occupant will still be personally liable for any occupancy charges and other charges that are still owing to the Owner after the Occupant's property has been sold or disposed of. In addition to any other charges to be paid by Occupant, if Owner commences an action for Occupant's non-compliance which does not result in the removal of Occupant and Occupant's personal property, Occupant shall pay, on demand, a mandatory charge of \$75 for Owner's attorney fees and expenses, and all other expenses incurred for notification of Occupant and collection from Occupant.

4(c). ABANDONMENT OF OCCUPANT'S PROPERTY.

Upon expiration or termination of this Agreement, where Occupant is not in default and Owner has not asserted any lien rights to the Occupant's property, Occupant must immediately vacate the unit. Any personal property of the Occupant that shall remain in the unit or on the Owner's property under these circumstances after expiration or termination of the Agreement shall be deemed abandoned by the Occupant. At the option of the Owner, such property may be sold, destroyed, or otherwise disposed of by the Owner.

5. USE AND COMPLIANCE WITH LAW.

Occupant shall store only personal property that belongs to Occupant. Because the value of the personal property may be difficult or impossible to ascertain, **Occupant agrees that under no circumstances will the total value of all personal property stored by the Occupant in the assigned unit or on the Owner's premises exceed, or be deemed to exceed, \$5,000.**

Occupant also acknowledges and agrees that the storage unit and the Owner's property are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable property such as, but not limited to, books, records, writings, legal documents, contracts, personalized or other DVD's or videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value, and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purposes the salvage value of the raw materials of which the item is constituted, and in no circumstances shall the total value of all personal property stored in the Unit exceed \$2,000, as stated above.

Occupant shall not permit to be stored or store any Hazardous Materials (as defined more fully below) or any packaged food or perishable goods, flammable materials, explosives, and other inherently dangerous material in the Unit or on the Owner's Property, and shall not store any property that would result in the violation of any law or regulation of any governmental authority, including without limitation all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and Occupant shall comply with all laws, rules, and regulations, and ordinances of any and all governmental authorities concerning the storage unit and its use.

For purposes of this Agreement, "Hazardous Materials" shall include, but not be limited to, any hazardous or toxic chemical, gas, liquid, substance, material, or waste that is or becomes regulated under any applicable local, state, or federal law or regulation. Occupant shall not use the Unit or Owner's Property in any manner that will constitute a hazard, waste, nuisance, or unreasonable annoyance to Owner, Owner's agents or employees, or other occupants of the Premises.

Occupant acknowledges that the Premises may be used for storage only, and that the use of the Premises or the storage unit for the conduct of a business or for human or animal habitation is specifically prohibited. The Occupant is also prohibited from loitering in or around the Premises beyond the time reasonably needed to move property into or out of the unit.

6). RISK OF LOSS/RELEASE OF LIABILITY.

The Occupant acknowledges that all personal property is stored under this Agreement at Occupant's sole risk. The Owner is not a warehouseman and does not take custody of your property. No bailment is created under the terms of this Agreement. The Occupant's property is stored at the Occupant's sole risk of loss or damage. Owner shall have no liability for loss or damage to any property of Occupant stored in the space, or otherwise, arising from any cause whatsoever, including, but not limited to, theft, fire, water damage, mysterious disappearance, rodents, vermin or Acts of God, and regardless of whether such loss or damage is caused by the negligence of third parties or Occupant. Owner shall not be liable to Occupant for any loss or damage that may be occasioned by or through Owner's acts, or negligence or by Acts of negligence of Owner's other Occupants on the premises or of any other party whatsoever, or of any Act of God, it being totally understood by Occupant that Owner does not take custody, control possession or domination over the contents of the space or contents thereof. Occupant is responsible for insuring Occupant's personal property while it is on the Owner's premises. Owner and its employees are not responsible for any loss or damage to Occupant's property. Owner and Owner's agents, affiliates, authorized representatives, and employees will not be responsible for, and Occupant hereby expressly releases Owner, its agents, and its employees from any responsibility for any loss, liability, claim, expense, or damage to property ("Released Claims"). Occupant waives any rights of recovery against Owner or its agents and employees, for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against

Owner or its agents and employees.

7(b). ROYALBLUE PROTECTION RIDER.

Occupant acknowledges that it has been provided with the opportunity to review the terms of the Royal Blue Protection Rider. If the Occupant elects to obtain the Protection Rider, the additional amounts owed under the Rider must be included with the Occupant's monthly payments as noted above, and all payments will be applied as noted above. If the Occupant has elected to obtain the Protection Rider, the terms of the Protection Rider are incorporated into this Agreement will replace paragraph 7(a) above in its entirety.

HAS elected to obtain the Royal Blue Protection Rider, (up to \$1000. per claim paid at **.60** per pound.) and charged monthly.

Occupant **HAS NOT** elected to obtain the Royal Blue Protection Rider and **assumes all risk of loss** for its property stored.

8. NO SERVICES BY OWNER; ACCESS BY OWNER AND OCCUPANT

A. Owner is not required to supply any services or utilities, including but not limited to any security, water, toilets, heating, ventilating or air conditioning, electricity, cleaning, rubbish removal and assistance in moving Occupant's personal property. Occupant will have access to the storage space only between the hours posted, except certain legal holidays

B. Stoppage of any services provided by Owner or the temporary exclusion of Occupant from the storage space or the facility will not entitle Occupant to any reduction of the occupancy charge or create any liability or obligation of Owner to Occupant

C. Owner's right to enter, inspect and repair the space. The Owner's representatives shall have the right without notice to enter into and upon the space or any part of it for the purpose of examining it for violations of this agreement, and for making repairs or alterations to the space. The Owner reserves the right to remove the contents of the space to another locker

D. If any of the Owner's employees perform any services for Occupant at Occupant's request, such employees shall be deemed to be the agents of the Occupant regardless of whether payment for such services is made or not. The Occupant agrees to indemnify and save the Owner harmless from all liability in connection with services performed by Owner's employees, together with reasonable attorney's fees and cost of suit.

9. RELEASE OF INFORMATION; NEGATIVE CREDIT INFORMATION.

By executing this Agreement, Occupant grants Owner, or Owner's agent or service provider acting on Owner's behalf, full authorization for obtaining information regarding Occupant's employment, savings, and checking accounts and/or any previous or present credit report. Owner or its service provider is authorized to request from a company or companies of Owner's choice a full credit report on the previous and present credit history of Occupant including updated credit information. This Authorization is valid for the purpose of extending credit, reviewing credit, or in the collection of amounts owed to Owner in connection with this Agreement. Owner, or its service provider acting on Owner's behalf, may report information about Occupant's account to credit bureaus. Late payments, missed payments, or other defaults on Occupant's account may be reflected in Occupant's credit report.

10. TERMINATION AND DEFAULT.

Owner may terminate this Agreement (i) if Occupant is not default, by giving written notice to Occupant by first-class mail or electronic mail at the last known physical address or email address provided by

Occupant to Owner, not less than 7 days before expiration of the term or termination of the Agreement; (ii) if Occupant is in default of this Agreement, by 2 days notice to Owner (by first-class or electronic mail as outlined above) in advance at any time during the term. Occupant may terminate this Agreement at any time (if not already in default) by giving two days notice to Owner, however termination by Owner shall not be complete until Occupant removes all personal property from the unit and premises. Owner may pursue any remedies available at law or under this Agreement. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. If the Owner or Owner's Agent's reasonably determines that the Occupant has vacated the premises, Owner may, at its discretion, terminate this Agreement. When the rental agreement ends, Occupant will remove all of Occupant's personal property (unless such property is subject to Owner's lien rights) and leave the premises clean, or be subject to additional charges as outlined in this Agreement. Occupant agrees that Owner may dispose of the personal property remaining in the premises left by the Occupant upon the termination of this Agreement.

11. CHANGE OF PHYSICAL ADDRESS OR EMAIL ADDRESS.

In the event Occupant shall change Occupant's physical address or email address as set forth in this Agreement, Occupant shall immediately give Owner written notice of such change signed by Occupant and specifying Occupant's current physical address or email address; such Notice shall be mailed to Owner by first-class mail with proof of mailing to the address of the premises where the Occupant stores its goods with the Owner (which is the address found at the top of this Agreement). Changes of address or telephone numbers cannot be affected telephonically or through the listing of such information on return envelopes or checks.

12. NOTICES; CONSENT TO ELECTRONIC COMMUNICATIONS.

Except as otherwise expressly provided in this Agreement or by law, any written notices or demands required or permitted under the terms of this Agreement may be delivered or served electronically on the Occupant at the most current email address on record for the Occupant. Service shall be deemed complete on either the date of deposit of mail with the post office or delivery service, or upon the date and time any email communication is sent by Owner. Further, Occupant consents to and expressly agrees that, to the extent permitted by law, any notices, writings, or other communications required by or made in connecting with this Agreement may be made electronically to the most current e3mail address provided by Occupant to the Owner, and that all such notices, writings, and communications shall be deemed made by Owner as of the date and time the email is sent by the Owner to the Occupant. The Occupant further agrees that all such notices, writings, and communications made in electronic form by Owner shall have the same legal force, effect, and enforceability as if they were made in non-electronic form. Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect, and enforceability as if it was made in a non-electronic form.

13. RULES AND REGULATIONS.

Occupant will comply with the rules and regulations made by Owner attached to this Agreement and as posted in the facility. These Rules and Regulations are incorporated and made a part of this Agreement. Failure to comply with these Rules and Regulations shall constitute a breach of this Lease and be a material default by the Occupant of the terms of the Agreement. Should there be any conflict with the terms of this Agreement and the Rules and Regulations, as included and later amended, the Rules and Regulations will control.

Owner shall retain the right to retain from time to time to amend the Rules and Regulations, these amendments shall become a part of and be incorporated into this Agreement, and the Occupant agrees to comply with those Rules and Regulations in force and as posted on the Premises at all times.

14. OCCUPANT'S INDEMNITY.

Occupant will indemnify Owner and it's agents, servants and employees, against any claim, action, proceeding, liability, loss, damage and expense, including attorney's fees, arising from any act or omission by Occupant or Occupant's agents, servants, employees, contractors or invitees.

15. NO WAIVER OF AGREEMENT TERMS.

The failure of Owner on previous occasions to take action for noncompliance with this agreement or the Rules and Regulations will not prevent Owner from taking action for subsequent noncompliance and is not a waiver of noncompliance.

16. NO WARRANTIES; ENTIRE AGREEMENT. Owner hereby disclaims any implied or express warranties, guarantees, or representation of the nature, condition, safety, or security of the premises and property and Occupant hereby acknowledges that Occupant has had the opportunity to inspect the premises and agrees that the owner does not represent or guarantee the safety or security of the Premises or of any personal property stored therein. This Agreement, and any written and signed Riders, amendments, or addenda executed at the same time as this Agreement, and any Notices or subsequent amendments to the Rules and Regulations by Owner, set forth the entire Agreement of the parties with respect to the subject matter hereof and supersede all prior agreements or understandings with respect thereto. With the exception of the posted rules and regulations as amended and posted on the premises, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein. No representative of the Owner, and no agent of the Owner or any of the Owner's employees are authorized to make any representation, warranty, or agreement other than as expressly set forth in writing in this Agreement. With the exception of any subsequent notice from Owner to Occupant of adjustments of rent as provided in paragraph 2(b) above, and also as it relates to the Rules and Regulations, this Agreement may only be amended by a writing signed by the parties.

17. BINDING EFFECT OF AGREEMENT.

This agreement will bind and benefit Owner and Occupant and their respective heirs, executors, administrators, successors and assigns. This agreement will not bind Owner named in this agreement or any subsequent Owner after it transfers its interest in the facility. If any provision of this agreement should be invalid or unenforceable, only that provision will be affected. The rest of this agreement will remain valid, enforceable, and in full force and effect.

18. MISCELLANEOUS.

- (a). Occupant shall not make or allow any alterations to the unit or premises.
- (b). Occupant shall lock the assigned unit at all times.
- (c). Occupant authorizes Owner to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law-enforcement agencies, or courts, or to others for marketing and similar purposes.
- (d). Occupant shall not assign or sublease the storage unit. Owner may assign or transfer this Agreement without the consent of Occupant, and after such assignment or transfer, Owner shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, and be obligatory upon, the heirs, executors, administrators, or successors and assignees of all parties to this Agreement.

19. ARBITRATION; FORUM SELECTION CLAUSE: WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTION (PLEASE READ THIS SECTION CAREFULLY AS IT CONTAINS LIMITATIONS ON WHEN AND HOW YOU CAN RESOLVE DISPUTES UNDER THIS AGREEMENT**)**

In the event of any claim, dispute, or controversy between the Owner and Occupant related to this Agreement or related to any performance of any services related to this Agreement, the claim, dispute, or controversy **shall be submitted to binding arbitration** upon the request of either party upon the service of that request on the other party. Arbitration shall be conducted by the American Arbitration Association (AAA) and the AAA's Consumer Arbitration Rules shall apply to the arbitration of any dispute under this Agreement or related to this Agreement. The Arbitration shall take place in either Hudson, Bergen, or Essex County, New Jersey.

By signing this Agreement, **you are waiving your right to have any claim, brought under any law or statute, to be decided by a jury.** Any claim you may have related to this Agreement will be decided in

arbitration. Be aware that the rules in arbitration are different. There is no judge and no jury. Review of the arbitrator's decision is limited. Agreeing to arbitration means that both the Owner and Occupant are waiving the right to have any claim, dispute, or controversy decided by a jury, and that all disputes of any kind that relate to this Agreement will be submitted to an arbitrator. By agreeing to arbitration in signing this Agreement, this means that you understand and agree that you are waiving the right to bring other available resolution processes, such as a lawsuit in court, an administrative proceeding to settle your dispute, or a class action. Agreeing to arbitration also means that you are waiving your right to bring any claim whatsoever in court, including those claims based on the violation of a statute or regulation, or any other class-action claims, and that instead any claim you may have under any law, statute, common law, or legal principle, must be decided by an arbitrator. There is no limitation to the types of claims that must be arbitrated.

If for some reason this arbitration provision will not be applied, **both the Owner and Occupant waive a trial by jury** in any legal proceeding. This means that instead of a jury deciding your case, a judge will decide any claim you have, whether based on a violation of common law or statute. Any claim, demand, or right of Occupant, and any defense to a suit against Occupant, that arises out of or is related to this Agreement, or involves the storage of property under this Agreement (including, without limitation, claims for damage to stored property) that is not subject to arbitration shall be brought in the Courts of the State of New Jersey, Hudson County.

BY ACCEPTING BELOW, THE OWNER AND OCCUPANT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT: