

**B-EB Highway Storage Village  
A Self-Storage Facility  
Route 512 and 47 N. 1<sup>st</sup> St.  
Bangor, Pa. 18013  
610-588-8787**

Date \_\_\_\_\_  
Occupant Name \_\_\_\_\_:  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Business Office: Merry Maid, Inc.  
600 S. Murray St.  
Bangor, Pa. 18013**

**Property Rented.** Occupant agrees to rent the following property located at the above address.  
Space #: \_\_\_\_\_ Size \_\_\_\_\_ (this is called the "Leased Space") \_\_\_\_\_ IH

**Term.** Occupant will rent the property beginning on the date of this Rental Agreement as follows:  
Month to month : \_\_\_\_\_ For one year and then Month to month \_\_\_\_\_ IH

**Rent / Security Deposit.** Occupant will pay rent of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ with tax) for each month. On the date Occupant signs this Rental Agreement, Occupant will pay at least one month's rent & security deposit. Occupant shall not be entitled to a refund of the first month's rent for any reason. If this Rental Agreement ends on a date earlier than the Anniversary date, Occupant shall not be entitled to a refund of the pro rata portion of rent for the month in which this Rental Agreement ends. If this is a Month-to-month Rental Agreement, owner may increase the monthly rent by giving at least thirty days' written notice of the increase. If the term of this Rental Agreement is for one year, Occupant may satisfy a full year's rent by paying eleven month's rent on the date of the Rental Agreement. \_\_\_\_\_ IH

**Administration Fees.** Occupant will pay owner \$20.00 on the day Occupant signs the Rental Agreement as a one-time non-refundable account administration fee. \_\_\_\_\_ IH

**Late Charges.** If Occupant falls six days behind in paying rent, Occupant will pay an initial late charge of \$12.00 for each late payment. Additional late fees will be assessed as noted on back of contract. \_\_\_\_\_ IH

**Condition of Property.** Occupant has looked at the Self-service Storage Limited-Access Facility, the Leased Storage Space, the Parking Space and the surrounding areas and found them to be in satisfactory condition. Occupant understands that Owner has made NO promises about the condition of the property, its safety or its security. Occupant will keep the Leased Space Occupant rents in good condition. Occupant will pay for any damage to the Leased Space beyond reasonable wear and tear. \_\_\_\_\_ IH

**Limitation of Owner's Liability.** Owner will have NO responsibility to the Occupant or any other person for the damage to their property or any injury to them. Occupant will be responsible for any property damage, personal injury or liability incurred by Owner or any other person caused by Occupant. \_\_\_\_\_ IH

**Insurance.** Occupant understands that Owner WILL NOT insure Occupant's property. Occupant understands that insurance is Occupant's responsibility and that Occupant agrees to obtain all necessary insurance or be considered to be "self insured" (personally assume all risks). \_\_\_\_\_ IH

**Lease of Real Property.** Occupant understands that this is a rental agreement for real property and that the Owner is NOT a warehouse and is NOT responsible for any personal property stored by occupant. \_\_\_\_\_ IH

**Storage.** Occupant will store only personal property that Occupant owns and **will not store property that is claimed by another person or in which another person has interest.** Owner shall not be responsible to Occupant or any third party for the removal or sale of personal property which is not property of the Occupant or upon which a prior lien has been attached, unless notice shall have been given to the Owner by the Occupant that the property placed in the Leased Space was not that of the Occupant. Occupant understands that the Leased Space is not suitable for storage of heirlooms, or other precious, irreplaceable or invaluable property for which no immediate resale market exists and objects of special or emotional value to Occupant. The value of these items is agreed to be not more than the salvage value of the materials of which the items are constituted. \_\_\_\_\_ IH

**OWNER'S LIEN. UNDER THE PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT, LANDLORD (HEREIN REFERRED TO AS "OWNER") HAS A LIEN ON ALL PROPERTY STORED BY OCCUPANT AT THIS FACILITY. THE LIEN COVERS OVERDUE RENT, STORAGE CHARGES, LABOR CHARGES, LATE CHARGES AND OTHER APPLICABLE CHARGES, PRESENT OR FUTURE, PERMITTED UNDER PENNSYLVANIA LAW, INCLUDING EXPENSES INCURRED IN THE PRESERVATION AND SALE OF OCCUPANT'S PROPERTY. OWNER MAY ENFORCE THE LIEN BY SELLING OCCUPANT'S PROPERTY STORED IN OCCUPANTS SPACE IN ACCORDANCE WITH THE SELF-SERVICE STORAGE ACT.** \_\_\_\_\_ IH

**IF YOU DEFAULT IN YOUR OBLIGATIONS UNDER THIS RENTAL AGREEMENT, YOU MAY LOSE THE PROPERTY THAT YOU STORE IN THE LEASED SPACE OR OTHER PROPERTY THAT YOU OWN.** \_\_\_\_\_ IH

**Default.** If Occupant falls five days behind in paying rent, Owner will limit Occupant's entry to Storage Facility. If Occupant falls thirty days behind in paying rent, Owner may stop Occupant from entering the self-service Storage Facility and the Leased Space and/or enter and remove Occupants property from the Leased Storage Space, until Owner sells the property under Pennsylvania Law. Also, if Occupant fails to meet any promise he or she has made in the Rental Agreement, including to pay rent when due; Owner may pursue any other remedies available to Owner under Pennsylvania law. Owner shall not be liable to Occupant, or anyone else, for the removal or sale of personal property which is owned by someone other than Occupant, or upon which a prior lien has been attached. \_\_\_\_\_ IH

**Ending the Rental Agreement.** Owner may end this Rental Agreement at the end of any month-to-month or annual rental period by notifying the Occupant in writing at least 15 (fifteen) days before the end of the rental period. Occupant may end this Rental Agreement by notifying Owner that Occupant wishes to end the Rental Agreement prior to the next billing period. Owner may end the Rental Agreement immediately if Occupant fails to keep any promise Occupant has made in the Rental Agreement or if Occupant abandons the property. Property is considered abandoned if there is no communication from Occupant for a period of 120 days. Once property is considered abandoned, Owner may dispose of it as Owner sees fit. \_\_\_\_\_ IH

**The Leased Space is designed for the storage of personal property only. Accordingly no Leased space may be utilized as a place of temporary or permanent residence by any person. Nor shall any pet or animal be allowed to occupy any Leased Space unit for any reason whatsoever. Notwithstanding any other provision of this Agreement to the contrary, violation of this provision shall constitute ground for immediate termination of this Agreement and eviction.**

**Occupant's Duties Upon Vacating.** When the Rental Agreement ends, Occupant must remove all of Occupant's property (unless the property is subject to Owner's lien rights) and must leave the property swept clean. **A UNIT WILL NOT BE CONSIDERED VACATED UNTIL IT IS SWEEPED CLEAN.** Occupant must notify Owner before vacating. Once vacate is complete, Occupant must go to office and sign vacate receipt. **IF THIS ACTION IS NOT TAKEN, LEASE IS NOT TERMINATED** and rent / charges may continue to accrue. Prior to signing vacate receipt, space will be inspected by Owner. If not swept clean, Owner will assess a minimum of \$50.00 cleaning fee. Occupant agrees that Owner may dispose of any property remaining in the rental space after the Rental Agreement is terminated for an additional fee of \$100.00. \_\_\_\_\_ IH

**No Unlawful or Prohibited Use.** Occupant will use the property only for storage. Occupant will not use the property for any unlawful purposes. Occupant will not use the property in any way that would be considered a nuisance to, or that may harm, other occupants. Occupant will not store any animals, perishable goods, or hazardous material, perform any dangerous activities or conduct a business on the property, or use the property for residing, cooking, sleeping or the consumption of alcoholic beverages. No heating of unit permitted. **Failure to adhere to this regulation will result in immediate termination of Lease.**

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**Alterations.** Occupant will not make any alterations to the Leased Space, unless Owner has given written permission.

**Lock.** Owner will provide a new lock (in package), to each tenant as part of Administration Set-up fee. Owner will not have a key to the lock. Occupant will have **ALL** keys. Loss of keys will require the purchase of a new lock from Owner. Owner may charge a \$50.00 fee to drill out the old lock.

**Release of Occupant Information.** Occupant agrees that Owner may release any information about Occupant or this Rental Agreement if required by law or formally requested by governmental authorities, law enforcement agencies or courts.

**Owners Right to Inspect.** Occupant will permit Owner or government officials' access to the property to inspect and (if necessary) repair the property and to provide services. Owner will give Occupant two days written notice before beginning an inspection. If Occupant refuses to permit Owner or government officials to inspect, repair or provide services to the property, if an emergency exists, or if the Occupant has been in default for a period of thirty days, Owner may remove Occupant's lock and enter the property. If Occupant damages the property, Occupant shall be responsible for any costs incurred by Owner to repair the property. Occupant agrees to pay these costs as additional rent upon demand by Owner.

**Access.** Occupant will have access only during agreed hours.

**No Subletting.** Occupant will not rent the Leased Space or Outside Storage Space to anyone else.

**Change of Address or Phone Number.** Occupant will **immediately** inform Owner in writing if Occupant changes their address or phone number at their residence, their work or workplace, or that of their alternate.

**Rules and Regulations.** Occupant will obey all of Owner's rules and regulations, including any additions or addenda that Owner may adopt.

**Entire Agreement.** This Rental Agreement states Owner and Occupant's complete agreement and replaces any other oral or written agreements between Owner and Occupant.

**Notices.** All notices of default or other action involving the Occupant's property required in this Rental Agreement shall be personally delivered, delivered by first class mail, or delivered by certified mail, return receipt requested, to the last known address of the person being notified. Any notice will be considered to have been given when delivered to the United States Postal Service, properly addressed, with the correct postage.

**Over lock Charge.** If Occupant falls thirty (30) days behind in paying rent, Occupant will pay an over lock charge of \$25.00 PER STORAGE UNIT to be over locked. Owner will place an over lock on these units.

**Gate Lockout.** If occupant falls five (5) days behind in paying rent, Occupant's gate access code may be changed to Office Access Hours. Access to Leased Space will be allowed by contacting the office.

**Cash Only Payments.** Cash only payments can be instituted at the discretion of the Owner (i.e., due to returned check...).

**Returned Checks.** If Owner receives a check that becomes "returned", Occupant will be charged a \$35.00 Returned Check Fee **and** Occupant **WILL** be put on a Cash Only payment basis until further notice.

**Billing.** The service of monthly billing will cost the Occupant \$2.00 per month and must be requested **IN WRITING**. Owner has the right to force billing (including the cost) at Owner's discretion. Occupant must also pay \$2.00 letter charge on all late notice letters.

**Occupant understands that the facilities are not to be used for any recreational vehicle riding.**

**Collection Services.** If Occupant fails to pay Owner, for any reason, Owner may employ the services of a professional collection agency or attorney, the additional cost of which shall be borne by Occupant and will be enforceable by assertion of a lien against the occupant's property.

**Gate Access for Rt.512 and Outside vehicles.** Owner may allow or restrict Occupant through 4 different types of gate access as follows:

<u>TYPE of ACCESS</u>	<u>HOURS of ACCESS</u>	
Office Hours Access	Mon.-Fri. 8:00 A.M. – 3:00 P.M.	Late Payer
Normal Hours Access	7:00 A.M. – 7:30 P.M. Daily	All Current Tenants
Extended Hours Access	5:00 A.M. – 11:00 P.M.	Upon Special Request for a limited time

**Gate Access for Climate Controlled Storage at 47 N. 1<sup>st</sup> Street**

<u>TYPE of ACCESS</u>	<u>HOURS of ACCESS</u>	
Normal Hours Access	7:00 A.M. – 7:30 P.M. Daily	All Current Tenants

**Late Fee Schedule**

<u>Days Late</u>	<u>Charge</u>	<u>Action Taken</u>
5	None	Office Hours
6	\$ 10.00	Late Charge
25	\$ 25.00	2 <sup>nd</sup> Late Charge
30	\$ 25.00	Over-lock fee
30	\$ 25.00	Notification of Sale by Certified Letter
40	\$ 35.00	Second Month Late Charge
60	\$100.00	Prepare and Auction Contents of Unit

Received By: \_\_\_\_\_

Date of Rental Agreement \_\_\_\_\_

Occupant Signature \_\_\_\_\_

Space Number \_\_\_\_\_