

# NEW HAMPSHIRE SELF STORAGE RENTAL AGREEMENT

**Tim Rousseau's Property Management, LLC**  
**DBA West Peterborough Self Storage**  
**No MAIL TO :375 Union Street Peterborough, NH 03458**  
**Checks Payable to Tim Rousseau, 40 Greenwood Road, Dublin, NH 03444**

Renter: \_\_\_\_\_ Rented Space #: \_\_\_\_\_

Address: \_\_\_\_\_  
 (Street)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 Phone (Home) (Business) Name of Employer

\_\_\_\_\_  
 (E-Mail)

**The Renter hereby affirmatively consents to receive notice of Default to the Electronic Mail address listed immediately above, by Electronic Mail only. Renter agrees that such notice shall satisfy the requirements of RSA 451-C:5, and that such notice is equal to, or superior to, the notice by mail required under that statute. This assent does not affect change or modify Owner's right to send Electronic Mail to Renter for reasons other than Default under the Rental Agreement as permitted and described in Provision 24.**

Initial \_\_\_\_\_

Social Security #: \_\_\_\_\_ Government Issued/Photo ID #: \_\_\_\_\_ State: \_\_\_\_\_

A photo ID is required, and the owner will keep a copy in the tenant file.

This Rental Agreement contains a limit on the value of property stored in the Rented Space, pursuant to RSA 451-C:4(d), this limit is deemed to be the maximum value of the property stored in that Rented Space and the maximum liability of the Owner for any claim.

List all lien holders or security interests in any property to be stored in the Rented Space or the Facility. List the lien-holder's address, property liened, and the amount of lien, and may be entitled to notice in the event of default, as set forth under RSA 451-C:4.

Lien Holder	Address of Lien Holder	Property Liened	Amount of Lien
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Lien Holder	Address of Lien Holder	Property Liened	Amount of Lien
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**ALTERNATE CONTACT: (A person who does not live with Renter to whom Owner can send notices of Default and contact if Owner cannot reach Renter. This designation does not provide access to the Rented Space.)**

\_\_\_\_\_  
 (Name) (Address)

\_\_\_\_\_  
 (Electronic Mail)

Occupancy Starts: \_\_\_\_\_  
 Rent due: **1<sup>st</sup> of Month**  
 Storage Unit # \_\_\_\_\_  
 Rent: \$ \_\_\_\_\_ per month;  
 Security Deposit: \$50 (refundable after inspection)  
 Administration Fee: \$30 ( non-refundable)  
 Late Fee: \$50 is charged after the 1st of every month  
 First full month of Rent \$ \_\_\_\_\_  
 Lien Fee: \$ \_\_\_\_\_  
 (No more than \$20 or 20% of Rent)  
 Lock Cut Fee \$100  
 Prorated First month Rent \$ \_\_\_\_\_  
 Next Rent due on the 1st of \_\_\_\_\_  
 Pay Rent Through \_\_\_\_\_  
 Returned Check or Declined credit card: \$50  
 Other: \$ \_\_\_\_\_

**NOTICE OF LIEN: THE NEW HAMPSHIRE SELF-SERVICE STORAGE FACILITY LIEN ACT (RSA 451-C:2) GIVES THE OWNER OF A SELF-SERVICE STORAGE FACILITY A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH RENTED SPACE FOR RENT, FEES, LABOR, OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE PURSUANT TO THE NEW HAMPSHIRE SELF-SERVICE STORAGE FACILITY LIEN ACT.**

**THE PERSONAL PROPERTY STORED IN THE RENTED SPACE MAY BE SOLD TO SATISFY THE LIEN IF RENTER IS IN DEFAULT, AS SET FORTH IN RSA 451-C:3**

**A LATE FEE MAY BE CHARGED BY THE OWNER FOR EACH SERVICE PERIOD THAT THE RENTER DOES NOT PAY RENT WHEN DUE.**

**RENTING OF STORAGE UNITS AND THE DISPOSAL OF PROPERTY THEREIN IS GOVERNED BY RSA 451-C:1 ET SEQ. RENTER IS ADVISED TO CAREFULLY REVIEW THIS STATUTE PRIOR TO EXECUTING THIS AGREEMENT. WHEN IN CONFLICT, THE TERMS OF THIS AGREEMENT SHALL SUPERCEDE RSA 452-C: 1 ET SEQ TO THE EXTENT PERMITTED BY LAW.**

**NOTICE TO RENTER:**

**(A) THAT PROPERTY STORED IN THE RENTED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE;**

**(B) YOU WILL BE NOTIFIED OF THE EXISTENCE OF THE LIEN;**

**(C) THAT PROPERTY STORED IN THE RENTED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE RENTER IS IN DEFAULT;**

**(D) IF THE RENTAL AGREEMENT CONTAINS A LIMIT ON THE VALUE OF PROPERTY STORED IN THE RENTED SPACE, THE LIMIT IS DEEMED TO BE THE MAXIMUM VALUE OF THE PROPERTY STORED IN THAT SPACE AND THE MAXIMUM LIABILITY OF THE OWNER FOR ANY CLAIM; AND**

**(E) THAT A LATE FEE MAY BE CHARGED BY THE OWNER FOR EACH SERVICE PERIOD THAT THE RENTER DOES NOT PAY RENT WHEN DUE."**

The description of the Rented Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the entirety of the Space not by the square foot. See Provision 27.

Vehicle (motor vehicle, motorcycles, watercraft, trailer, semi-trailer, recreational vehicle, all terrain road vehicle, any other type of titled item) stored in the Rented Space is **NO**.

Temperature Controlled Rented Space? **YES - see addendum B.**

Timothy Rousseau's Property Management, LLC, d/b/a West Peterborough Self Storage hereinafter "Owner," rents to "Renter," and Renter accepts, the Rented Space indicated at the self-service storage Facility listed above "Facility" 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 first full month after this Rental Agreement is signed (hereinafter the "Initial Term.") Owner shall *prorate* the Rent for the days of the first month to reflect the portion of the month for which Rent is charged. Renter may also have been charged a full month of Rent in addition to the *prorated* Rent, all as indicated on Page 1. Renter agrees that Renter is a "month to month Renter" and that the minimum rental term is one calendar month. The date the next Rent payment is due is stated above as the "Next Rent Due the First of" date above. At the end of the Initial Term, unless either party has given 10 days notice, the term automatically renews thereafter in increments of one (1) full calendar month at a time only, until terminated by either party, with at least 10 days advance written notice ("Renewal Term") **Initial** \_\_\_\_\_

2. **RENT:** Rent shall be the amount stated on Page 1, which may include items described within this Rental Agreement as Additional Rent or charges. Rent is due each month on the first (1<sup>st</sup>) day of the month, time being of the essence, in advance and without demand or invoice. Owner reserves the right to require that Rent and other charges be paid in cash, good check, certified check or credit card. It shall be grounds to terminate this Agreement should Renter fail to pay rent in a timely fashion. Owner may change Rent, any Additional Rent, or other charges by giving Renter 30 days written notice, in advance, at the mailing or Electronic Mail address stated in this Rental Agreement. The new Rent shall become effective on the next date Rent is due. If Renter has made advanced Rent payments, new Rent will be charged upon the exhaustion of the prepaid Rent. Should Renter fail to pay the increased Rent, it shall be grounds for Owner to terminate this Agreement. **Initial** \_\_\_\_\_

3. **CHANGE OF ADDRESS:** Renter must provide address changes to Owner in writing. Such writing shall only be acceptable when given: 1. by Mail to Owner; 2. via a nationally recognized overnight carrier, 3. in person to Owner at the office of Owner, or via email to [westpeterboroughselfstorage@gmail.com](mailto:westpeterboroughselfstorage@gmail.com). Such change will become effective only when received in the above prescribed manner and acknowledged by Owner. **Initial** \_\_\_\_\_

4. **ADMINISTRATION FEE:** Contemporaneously with the execution of the Rental Agreement Renter has paid to the Owner a non-refundable Administration Fee of \$30 listed in the Terms and Conditions of the Rental Agreement. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances. **Initial** \_\_\_\_\_

5. **SECURITY DEPOSIT:** If indicated on Page 1 of the Rental Agreement, Owner acknowledges receipt of the Security Deposit specified which shall secure Renter's performance of all terms of this Rental Agreement. Renter agrees that Owner need not segregate the Security Deposit from other funds and that no interest will be due Renter for the period during which the Security Deposit is held. The Security Deposit shall be returned to Renter within 45 days of proper termination, less all charges for cleaning, repairing the Rented Space to the condition at rental, reasonable wear and tear accepted. Owner may also deduct from the Security Deposit any unpaid Rent, damages to the Facility, or other charges, costs, or expenses due to Owner. **Initial** \_\_\_\_\_

6. **LATE CHARGES AND OTHER FEES:** Renter agrees to pay Owner the late fee indicated on Page 1 if Rent is received the number of days after the due date as indicated on Page 1 of the Rental Agreement. Renter shall pay Owner the indicated fee for each letter sent to Renter, notifying Renter of any Default. If no figure is indicated on Page 1, then a \$50 late fee shall be imposed 1 day after Rent is due. Renter agrees to pay Owner the indicated fee on Page 1 as a Declined Payment charge plus all bank charges for any dishonored check, declined or disputed credit card charges, or other fee assessed against Owner as a result of a declined payment. Renter agrees to pay all other default fees and charges listed on Page 1 of the Rental Agreement if Owner is forced to provide such service as a result of a Default by Renter. These fees are considered Additional Rent and are to compensate Owner for labor and other costs of collection. In the

event of Default, Renter agrees to pay all collections and lien costs incurred by the Owner. Failure to timely pay this Additional Rent and these additional charges shall be grounds to terminate this Agreement. **Initial** \_\_\_\_\_

7. **TERMINATION:** Written notice as described in Provision 24 of the Rental Agreement must be given, in advance, by Owner or Renter to the other party in advance to terminate this tenancy. Except for the Initial Term, Owner does not prorate Rent; therefore, only unused full months prepaid Rent shall be returned to Renter. Renter must leave the Rented Space broom clean and in good condition, and must remove Renter's lock. A Rented Space left with lock in place will continue to incur Rent. Renter is financially responsible for all damages to the Rented Space and the Facility.

**Initial** \_\_\_\_\_

8. **RENTER ACCESS:** Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of all or portions of the Facility for repairs, maintenance emergencies, health and safety issues, weather, evacuations, power outages, or police/fire activity, and system failures. Owner may change the times and methods of access to the Facility with thirty (30) days written notice to Renter. In the event of an emergency at or around the Facility, Owner may require Renter to enter only when escorted by Owner's employees or agents. Owner shall also deny access in the Event of Default (including access to entrance doors, unit and office) see Provision 16.

**Initial** \_\_\_\_\_

9. **USE OF RENTED SPACE:** The Rented Space shall be used only for storage of Personal Property owned by Renter, or which Renter has permission to store, and for no other purpose. It is expressly agreed that the Owner is under no duty to maintain any records of the Personal Property so stored in the Rented Space. **In no event shall the Rented Space be used for residential or business purposes, nor shall any tenancy be created by this Agreement for those purposes; nor shall the exercise of the storage rights granted hereunder constitute a tenancy within the meaning of RSA 540:1, et seq. Use of the Rented Space for purposes other than storage shall be grounds for termination of this Agreement.**

**Initial** \_\_\_\_\_

**Renter hereby acknowledges and agrees that Owner is not a public warehouseman as defined in RSA Title 31 Chapter 348 and no bailment of stored property is intended or implied.** Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Renter shall not use the Rented Space or Facility for the use or storage of any food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items, items which deteriorate, fireworks, contraband or illegal substances; items which are volatile, or which are hazardous when exposed to moisture, or which burn with extreme rapidity, or which when burning or subjected to heat produce toxic fumes or gasses in quantities and under conditions dangerous to the safety or health of any person, or for any unlawful purpose of any kind. Renter shall not store any Personal Property that includes combustible dust, explosive gasses, flammable and combustible solids, flammable liquids, poisonous, corrosive or fumes or hazardous substances described below. Contraband is prohibited in the Rented Space and at the Facility. Renter shall not engage in any activity in the Rented Space which produces such prohibited materials. Renter shall not use the Rented Space for any unlawful purpose, for the operation of any commercial, industrial, manufacturing or distribution business nor conduct any sale or flea market from the Rented Space or at the Facility. These prohibited items include, but are not limited to, the following:

**A. ANY ITEM PROHIBITED BY LAW OR ORDINANCE.** Renter shall not store in the Rented Space any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary, Police or Fire Departments or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Rented Space. Further, Renter shall not use or allow the Rented Space or Facility to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation, nor use the Rented Space for the conduct of any business or for any human or animal habitation.

**B. FOOD, PERISHABLE GOODS.** Renter shall not store any food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Rented Space.

**C. GAS POWERED ITEMS:** Renter shall not use the Rented Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Rented Space

**D. OCCUPANCY:** Renter shall not live in the Rented Space, or at the Facility. Renter shall not keep or store any animal in the Rented Space or Facility. Any pets Renter brings to the Facility when Renter visits, shall remain in Renter's vehicle at all times.

**E. PROPER USE:** Renter shall use the Rented Space for storage of Personal Property only and shall not use the Rented Space for any manufacturing, industrial, welding, or distribution operation. Renter shall not use the Rented Space for any exhibit, display, rehearsal, or for any purpose which would bring an audience to Facility.

**F. SENTIMENTAL OR EMOTIONAL PERSONAL PROPERTY:** Renter has been advised not to store any Personal Property which is an antique, collectible, or is irreplaceable, and shall not store anything with sentimental or emotional value (and Renter waives all claims for sentimental or emotional attachment). Renter does so at their own risk, and represents that such property does not exceed the value limit set forth in G. below. Owner shall not be responsible for damage or loss to such sentimental or emotional property.

**G. LIMIT ON THE VALUE OF PERSONAL PROPERTY STORED:** Renter agrees not to store Personal Property in the Rented Space with a total value in excess of Five Thousand Dollars (\$5,000.00) without the prior written permission of Owner. If such written permission is not obtained, the value of Personal Property shall be deemed never to exceed Five Thousand Dollars \$5,000.00. The Rented Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Renter. By this Rental Agreement, Owner is generally not liable for the loss of Renter's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, Renter agrees that Owner's liability shall not exceed Five Thousand Dollars (\$5,000.00). This provision shall not constitute an admission that Renter's Personal Property has any value whatsoever. In no event will Owner or Owner's agents be liable to Renter or Renter's agents for an amount in excess of Five Thousand Dollars (\$5,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Renter will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision.

Initial \_\_\_\_\_

**10. INSURANCE:** The Personal Property stored in the Rented Space is not insured by the Owner against loss or damage. The renter agrees to hold the Owner harmless, indemnify, and defend from any claims for any and all damage to property in storage to the fullest extent of the law and that the renter waives subrogation against the Owner. Renter must, at Renter's expense, maintain insurance against loss or damage to Renter's Personal Property in an amount at least equal to the actual cash value of Personal Property for fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Insurance on Renter's Personal Property is a material condition of this Rental Agreement and is for the benefit of both Renter and Owner.

Initial \_\_\_\_\_

**11. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All Personal Property stored within or upon the Rented Space by Renter shall be at Renter's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any Personal Property in the Rented Space or at the Self-Service Storage Facility arising from any cause whatsoever.

Initial \_\_\_\_\_

12. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Renter for injury or death as a result of Renter's use of the Rented Space or the Self-Service Storage Facility. **Initial** \_\_\_\_\_

13. **INDEMNITY:** Renter agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Renter's, and Renter's guests or invitee's use of the Rented Space and the Self-Service Storage Facility, including claims for Owner's active negligence. **Initial** \_\_\_\_\_

14. **LOCKED RENTED SPACE; STORAGE RENTER'S RISK; ABANDONMENT:** Renter is required to keep the Rented Space locked using one lock per door. Renter shall, in its sole discretion, select a lock Renter deems suitable for use for self-service storage. Owner shall not retain a key to Renter's lock. Renter shall place only one lock on one slot in hasp (or latch), the other slot in hasp (or latch) is reserved for Owner's use. Renter shall not booby trap, and/ or create or install any other security or protective device or system, such as unmanned explosives, hair triggers, guns or other weapons, or otherwise attempt to injure the person attempting to enter the Unit. If Owner finds an occupied Rented Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, Owner will notify Renter, and Owner may, but is not required to, lock the Rented Space with Owner's lock at Renter's expense. **Initial** \_\_\_\_\_

15. **DEFAULT, OWNER'S REMEDIES AND LIENS:** Time is of the essence in the performance of this Rental Agreement and in the payment of each and every installment of any Rent or any other charges to be paid in accordance with this Rental Agreement. **If any such Rent or other charges shall be due and unpaid or if Renter shall fail or refuse to perform any of the covenants, conditions or terms of this Rental Agreement, AND IF SUCH DEFAULT CONTINUES FOR MORE THAN FIVE (5) DAYS, OWNER, AT ITS OPTION (irrespective of whether identified in this Agreement as a grounds for termination of this Agreement), MAY** (a) terminate Renter's right to use the Rented Space; (b) double-lock the Rented Space or otherwise deny Renter access to the Rented Space and/or Facility; (c) at the time provided by law, enter the Renter's Rented Space for the purpose of taking inventory of the Personal Property stored therein; (d) enforce Owner's lien by selling the Personal Property at a public sale in accordance with the provisions of RSA-451-C:6 (not less than 30 days late), and apply the net proceeds from such sale to the payment of all sums due to Owner from Renter hereunder at such public sale and exercising other right or remedy provided by law or equity.

After removing the lock, if the Owner reasonably determines that the Personal Property has a value of less than \$500.00 in Owner's best professional opinion, the Owner may, in lieu of sale, dispose of the stored Personal Property, without liability to any person. Prior to disposing of the Personal Property in this instance, Owner shall send Renter notice of intent to dispose of the Personal Property in lieu of sale.

**Notices in the Event of a Default:** In the event of a Default, and no sooner than Five (5) days after such Default, Owner shall notify Renter and all lienholders identified in this Rental Agreement, by either First Class Mail or Electronic Mail of the late payment and Default. This Notice will be sent to the last known address or last known Electronic Mail address of all persons entitled to notice. **For this reason, it is imperative that Renter keep all addresses provided to Owner current at all times during this Rental Agreement.** No sooner than Fourteen (14) days after such Default, a notice of sale shall be sent/delivered to the Renter either in person, or by electronic mail or by Verified Mail to the last known address of the Renter. This notice shall state the time and place of sale, along with a general description of the Contents, if known, the amount of Rent, charges, fees, and/ expenses owed.

The Owner may immediately deny access to the Renter and all others access to the Rented Space and the self-service storage facility, if the Owner reasonably suspects that the Rented Space is being used for Residential or other unlawful purposes or purposes prohibited by this Agreement. Otherwise, the Owner may deny access to the Renter and all others

access to the Rented Space and the self-service storage facility, if the Renter is in Default for a period of more than Five (5) days.

In the event of a sale as provided in this Rental Agreement, it is further understood that the date of such sale shall constitute the date of the termination of this Rental Agreement. In the event this Rental Agreement is terminated for breach of any obligation of Renter, Renter shall remain liable for the payment to Owner of all accrued and unpaid rent charges and all other charges due to Owner hereunder at the time of termination of this Rental Agreement. The sale of the Personal Property may occur at the Facility or online at a website normally engaged in the business of lien sales.

No sale may occur before Thirty (30) days late under any circumstances whether in person, or now permitted online.

Rent and other charges shall continue to accrue after overlock, until the Rented Space is sold. An overlock or lock removal shall not be deemed an election of remedies by Owner and shall not constitute Owner taking possession of, or a bailment over, the Personal Property, or to terminate the obligation to pay Rent or other charges under this Rental Agreement.

In the event of Default, if a public sale is scheduled at a physical location, notwithstanding the date and time specified in any notice Renter receives from Owner, the Owner may postpone the sale, due to inclement weather on the day of sale. In the event of a postponement, Owner will serve Renter in person, by electronic mail, or by Verified Mail, at Renter's last known address, notice of the postponement and the new date of sale, not less than Five (5) days before the new sale date. Finally, Owner, in the event of Renter's default, may choose to sell the Personal property through a publicly accessible internet website. **Important Notice: A Renter who purposefully, or knowingly accesses a Rented Space or removes property from a Rented Space, after being denied access in accordance with RSA 451-C:6, may be criminally prosecuted under RSA 635:2 and RSA 638:9, in addition to any damages owed to Owner.** Initial \_\_\_\_\_

14. **RULES AND REGULATIONS:** Owner 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 Rented Space or the preservation of good order on the Facility. The Rules and Regulations are incorporated into this Rental Agreement as if re-written. Renter agrees to follow all Rules and Regulations now in effect or that may be put into effect from time to time. Any change to the Rules and Regulations may be made by posting a copy of the revised Rules and Regulations on Facility's website and on the Facility's office. Any changes to the Rules and Regulations shall be in full force and effect 30 days after notice from the Owner. Initial \_\_\_\_\_

15. **NO SUBLETTING:** Renter shall not assign or sublease the Rented Space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion. Initial \_\_\_\_\_

16. **OWNER'S RIGHT TO ENTER:** The Owner may enter a Rented Space without notice to the Renter in the event of an emergency, in order to prevent damage to the Unit or the contents therein in Owner's absence, or to provide other services that are reasonably necessary or agreed to by the Renter. Owner shall have no obligation to enter the Storage Unit under these circumstances. Initial \_\_\_\_\_

17. Owner, its employees or agents and the representatives, are hereby irrevocably appoint Renter's agent for the purposes of complying with governmental or quasi-governmental authority, including police and fire officials, who request the right to remove Renter's lock and enter the Rented Space, without notice to Renter, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any occurrence or circumstance at or near the Rented Space at the

self-service storage facility that requires prompt action to avoid injury to persons or damage to property at or near the Rented Space at the self-service storage facility. Owner shall further have the right, on a non-emergency basis, to remove Renter's lock and enter the Rented Space with reasonable notice to Renter to make any repairs, replacements, other desirable improvements or conduct any inspections of Renter's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days' notice to Renter of the Work and, if Renter is available, will schedule an appointment with Renter to remove Renter's lock to allow the Work. If Renter is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work or Emergency has concluded, with a lock of similar quality at Renter's expense. **Initial** \_\_\_\_\_

**18. ABANDONED PROPERTY/PROPERTY LEFT IN THE RENTED SPACE: Abandoned Property may be disposed of according to RSA 451-C:7.**

Renter agrees that Owner may dispose of any Personal Property left in or on the Facility by Renter **after Renter has terminated his/her tenancy**. Owner may further dispose of any Personal Property abandoned in the Rented Space by giving 10 days advance notice of intent to dispose if the Rented Space is unlocked. Renter is responsible for paying all costs incurred by Owner in disposing of such Personal Property.

**Renter shall have no claim against Owner if Owner disposes of any stored personal property in accordance with RSA 451-C:1 et seq. RSA 451-C:8.** **Initial** \_\_\_\_\_

**19. SECURITY TYPE SYSTEMS:** Owner may employ certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter. These Security Type systems are door codes; cameras; lighting; and alarms. Renter acknowledges that these measures are for the protection of the Owner's Facility as a whole and not the individual Rented Space or for protection of the Renter. **While video cameras may be in use in certain areas of the facility, these cameras are video recording only (with no audio) and are not regularly monitored by Owner. Owner has no duty to notify law enforcement of any matters surveilled by said cameras.**

**Renter is advised that there is no security guard or other staff on site, and Renter enters the facility at their own risk. Renter, as he or she determines appropriate, shall provide for their own security and safety while in the facility or on its grounds. Owner shall not be responsible for Renter's decisions in this regard.** **Initial** \_\_\_\_\_

**20. WAIVER OF JURY TRIAL:** Owner and Renter waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Owner against Renter, or Renter against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this Rental Agreement, Renter's use of the Rented 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 Renter on behalf of any of Renter's agents, guests or invitees. **Initial** \_\_\_\_\_

**21. WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION LITIGATION:** Renter agrees that any action brought by Renter against the Facility and its Owner shall be brought only on any individual basis. Renter waives all rights to participate as a Plaintiff or member of a class action lawsuit against Owner. **Initial** \_\_\_\_\_

**22. NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage prepaid, to Renter's last known address and e-mailed to the e-mail address provided by Renter in the Terms and Conditions section of this Rental Agreement and shall be conclusively presumed to have been received by Renter One (1) business day after mailing or upon emailing. Default notices shall be emailed. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage prepaid, to Owner, at the office Mailing



Address listed on the first page of this Rental Agreement or delivered to Owner's office. Renter is responsible for notifying Owner **in writing to the Facility office by mail , email or in person on a form prescribed by Owner, of any change in Renter's address or of intent to vacate at the end of the term.** Initial \_\_\_\_\_

23. **NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the Rented Space for Renter's intended use. Owner disclaims and Renter waives any implied warranties of suitability or fitness for a particular use. Initial \_\_\_\_\_

24. **PEST CONTROL:** Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. The only extermination provided by Owner, if at all, is in common areas of the Facility. Initial \_\_\_\_\_

25. **THE RENTED SPACE:** By signing this Rental Agreement Renter acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to Renter as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Rented Space, and Renter acknowledges and agrees to the following: (a) that, prior to signing, Renter was given the opportunity to measure the dimensions of the Rented Space; (b) that Renter is satisfied therewith, whether or not Renter measured the Rented Space; (c) that Renter agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Rented Space; (d) that Renter hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Rented Space, and the size, or dimensions, thereof as Renter believed existed at the time Renter signed this Rental Agreement; and (e) that Renter hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which Renter otherwise would have had the right to obtain but for Renter's having agreed to the terms of this Provision and the Waiver and Release contained herein. Initial \_\_\_\_\_

26. **NO ORAL AGREEMENTS:** This Rental Agreement contains the entire Rental Agreement between Owner and Renter, and no oral agreements shall be of any effect whatsoever. Renter acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Rented Space for the storage of Renter's Personal Property, and that Renter has made his own determination of such matters solely from inspection of the Rented Space and the facility. Renter agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this Rental Agreement. Renter understands and agrees that this Rental Agreement may be modified only in writing, signed by both parties. Initial \_\_\_\_\_

27. **REMEDIES:** With the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, dispose of Personal Property, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Renter, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise shall be brought only in the Jaffrey Peterborough District Division Court, or the appropriate Superior Court. These shall be sole and exclusive venues for resolution of any such claim. Initial \_\_\_\_\_

28. **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. The death or disability of a Renter shall not constitute grounds for the Owner to forgo any remedies available to it by law or statute, provided all required notices are provided to the Alternate Contact listed on Page 1. Provided notice is provided to the Alternate Agency, Owner shall not be required to provide notice to the heirs, legatees, or estate of the deceased Renter. Initial \_\_\_\_\_

29. **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 Rental Agreement will be valid and enforceable. **Initial** \_\_\_\_\_

30. **NOTICE TO RENTER:** DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. RENTER IS ENTITLED TO A COPY OF THE RENTAL AGREEMENT RENTER SIGNS.

KEEP THIS RENTAL AGREEMENT TO PROTECT RENTER’S LEGAL RIGHTS.  
IN TESTIMONY WHEREOF, Owner has caused this instrument to be executed in duplicate under seal and Renter has hereunto affixed his/her signature on the date and year first above written. Renter acknowledges receipt of a fully executed copy of the Rental Agreement which is eight (8) pages long.

**“Owner”:**

**“Renter”**

BY: \_\_\_\_\_  
Its Authorized Agent

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ADDENDUM “B”**  
**TEMPERATURE/HUMIDITY CONTROL**  
**ADDENDUM**

This Addendum is to a certain self-storage Rental Agreement dated \_\_\_\_\_, 20\_\_\_\_ between West Peterborough Self Storage and \_\_\_\_\_ as Renter is amended for the following purposes:

WHEREAS, the parties have entered into a monthly Rental Agreement for the storage of certain Personal Property in Rented Space # \_\_\_\_\_ (hereinafter the “Rented Space”); and

WHEREAS, Renter has rented a Temperature Controlled Rented Space; and West Peterborough Self Storage provides heating and/or air conditioning to the building containing the Rented Space. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Rented Space by heating in the winter to no less than 45 degrees (45°) Fahrenheit and cooling in the summer to no higher than 80 degrees (80°) Fahrenheit, and Owner shall attempt to maintain the temperature within the facility in that range, as measured over a 24 hour period. Owner likewise shall attempt to control the Humidity within the facility between 35% and 70% relative humidity, again measured over a 24 hour period. Owner shall not be responsible for short-term (meaning less than 24 hours in duration) temperatures or humidity fluctuations above the levels set forth in this addendum. It is Renter’s sole obligation and responsibility to determine whether this is the appropriate climate for the items stored in the Storage Unit, and Owner shall have no responsibility for that determination.

Renter recognizes that under certain circumstances including, but not exclusively, mechanical failure of the cooling systems, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired maximum and Renter understands that the heating and air conditioning systems and their power systems are not redundant. Further, the temperature in the building containing the Rented Space may vary from the temperature of the Rented Space. Renter agrees to release Owner from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Owner’s direct control.

Renter understands that even in a temperature controlled Rented Space there is a risk of the growth of mold and/or mildew on Renter’s Personal Property. Owner does not warrant the Rented Space to be water-tight or dry. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Renter’s Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Rented Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Rented Space. Renter agrees that the Rented Space is not appropriate for the storage of goods which may be damaged during a period of time when the temperature may deviate from the desired temperature. Renter understands that any Personal Property brought into the Rented Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Rented Space. Owner recommends periodically inspecting the Rented Space and the Personal Property and taking any and all actions necessary to protect Renter’s Personal Property.

**“Owner”**

By: \_\_\_\_\_  
Its: Authorized Agent

Date Signed: \_\_\_\_\_

**“Renter”**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Cardholder Signature: (if different)

Identification Required \_\_\_\_\_ (Initial)