

**M & M STORAGE**  
**STORAGE UNIT RENTAL CONTRACT**

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**www.CressonStorage.com**

**Phone: 814-931-5564 Email: MMastri@CressonStorage.com**

**Date:** \_\_\_\_\_ **Amount Paid:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

***LESSEE RULES AND REGULATIONS:***

1. Lessee understands and agrees that access to M & M Storage facilities is by 718 Powell Ave., and Lessee assumes all risk in connection therewith.
2. Lessee understands and agrees that access may be limited during periods of inclement weather due to snow and snow removal activities, ice, mud, etc. Lessee agrees to indemnify and hold harmless M & M Storage due to lack of access to stored property during said periods of inclement weather.
3. Lessee shall make monthly payments in advance to M & M Storage at 300 4<sup>th</sup> Street, Cresson, Pennsylvania 16630 on or before the 10th day of each month.
4. Lessee agrees to furnish and install his/her own lock. Failure by Lessee to keep storage unit properly secured shall in no way become the responsibility or liability of Lessor.
5. Lessee shall not place, or keep in storage, any stolen property, explosives, flammable liquids, contraband or other goods prohibited by law, and shall not use premises for any unlawful purpose.
6. Lessee agrees not to damage the premises in any way, and shall not make any alterations, additions, or "improvements" to premises without the prior written approval of M & M Storage Management. Any and all damages or unapproved alterations occurring while storage unit is in the Lessee's possession shall be the responsibility of Lessee.
7. Lessee shall not assign, pledge or otherwise encumber this lease in whole or in part, or sub-let the premises, or any part thereof, without the prior written consent of M & M Storage Management.
8. Lessee agrees to be solely responsible for all property of any kind, which may be stored at the premises during the term of this lease, and Lessee assumes the sole risk and responsibility for any damage or loss of any kind to said property. This includes, but is not limited to damages and/or losses due to or caused by rodents, fire, theft, vandalism and/or acts of God such as earthquakes, tornadoes and/or inclement weather which may cause blowing and drifting snow, ice, rain, mud, dust, debris, etc.

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9. Lessee agrees to indemnify and hold harmless M & M Storage for any damage or injury which may occur, and from any and all claims or causes of action arising out of Lessee's use of the storage unit and/or premises. This includes, but is not limited to slips, trips, falls, damage to personal vehicles, personal property, etc.

10. Lessee is encouraged to carry his/her own property and liability insurance to cover all personal property being stored at M & M Storage, as well as any and all actions, injuries and/or liabilities resulting from said storage and use of the premises.

11. Lessee shall provide a copy of current, valid certificate of liability insurance for all stored vehicles, including automobiles, trucks, trailers, atv's, motorcycles, snowmobiles, boats, recreational vehicles, etc.

12. Lessee agrees to provide M & M Storage Management with a copy of his/her current driver's license or some other form of picture identification upon request. This identification will be used for rental agreement purposes only, and shall remain strictly confidential.

13. Lessee represents that he/she is the owner of personal property placed in the rental space, or has full authority from the lawful owner of said property to place the same in the rental space, and to otherwise be bound by all of the terms and provisions of this agreement.

14. Lessee agrees to disclose to Lessor the names and addresses of any lien holders who may have a security interest in any of the property that is, or will be, stored at M & M Storage.

15. Lessee agrees to notify M & M Storage Management of any personal sales that will be conducted on any premises owned and/or operated by M & M Storage. Clear and unencumbered access shall be maintained to all surrounding units at all times.

16. In the event of an emergency, Lessee agrees to permit any authorized representative of M & M Storage to open the storage unit using whatever means are reasonably necessary. Lessee shall provide Lessor with a name and address of a third party contact in the event Lessor is unable to contact Lessee in cases of emergency or collection proceedings. **\*\* Note: A third party contact will only serve as a contact, \*\*** and is not and will not be held responsible for any emergency condition or collection proceedings that may exist at the time of notice. M & M Storage agrees to keep this information confidential.

17. In the event that any legal action is required concerning any delinquent account or to enforce any provision of this rental agreement, M & M Storage shall have the right to recover all costs of collection including attorney's fees and/or court costs, if required.

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### **STORAGE UNIT RENTAL AGREEMENT:**

1. The agreed upon rent for Unit No. \_\_\_\_\_ shall be \$ \_\_\_\_\_ per month. All rental payments shall be payable in advance on or before the **10th** day of each month. A cleaning deposit of \$ \_\_\_\_\_ shall be charged with the 1st months rental fees. This fee shall be refundable upon vacancy and final inspection of the rental unit in accordance with the terms and conditions as set forth in Section 17 of the *Rules and Regulations*.
  
2. All storage unit repair costs required as a result of damages, alterations, modifications, abuse, fire, vandalism, etc, while in the possession of Lessee, shall be charged at the time the storage unit is vacated. These repair costs shall be in accordance with the terms and conditions as set forth in Section 7 of the *Rules and Regulations*.
  
3. **ALL SPACE SIZES ARE APPROXIMATE.** All advertised storage unit sizes are approximate. Your storage unit may be slightly smaller or larger than advertised due to variations in methods and materials of construction. Storage unit size does not refer to net interior nor clear usable space. Please inspect your space to ensure that it meets your needs.
  
4. Any check received for payment, and returned **NSF** shall be subject to a **\$25.00 return check fee. DEFAULT IN RENT PAYMENT:** In the event the rent payment is not paid by the **10th** day of each month the following rules shall apply:
  1. All unpaid accounts shall be considered delinquent on the 11th day of the month and all accounts which are 15 days or more delinquent shall be charged a **\$20.00 service charge**, or **20%** of the monthly rent due, whichever is greater, for each month Lessee fails to pay rent when due. This penalty rate shall be in addition to the regular agreed monthly rate and shall continue until the date of payment or until this rental agreement is terminated.
  2. M & M Storage may, at its election, assert dominion over any and all personal property contained within any storage unit or stored on any M & M Storage property when rent payments become delinquent by "**over locking**" or changing the lock and shall assess a **\$10.00 fee** to release the "**over lock**" caused by delinquency.
  3. In the event that the Lessee's rental payment becomes 30 days or more delinquent, M & M Storage shall have the right to sell or otherwise dispose of all stored property.

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**LIEN HOLDER INFORMATION:**

3rd Party Lien holder: Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

Name of Lien holder: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Description of property: \_\_\_\_\_

**THIRD PARTY CONTACT INFORMATION:**

Name: \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone \_\_\_\_\_

**LESSEE**, by his/her signature, acknowledges that he/she has read the forgoing rental agreement, and that he/she understands the same, and that he/she agrees to abide by the terms and provisions hereof.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

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

**LESSOR:** By: \_\_\_\_\_ Date: \_\_\_\_\_

**Manager or Representative** M & M Storage **300 4<sup>th</sup> Street, Cresson, PA 16630** This rental agreement constitutes the entire agreement between the parties and may be changed by written notice 30 days prior to the change being instituted by Lessor. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns. **Lessee** acknowledges his/her receipt of this final contract by initialing all pages.