

_____(Unit)
BRIGHTON SELF- STORAGE
1360 Commonwealth Avenue Allston, Massachusetts 02134
Phone: (617) 739-4401 Fax: (617) 739-4447
Rental Agreement

This Rental Agreement is entered into between Brighton Self-Storage, L.L.C., d/b/a Brighton Self-Storage, hereinafter referred to as "Operator" and _____(name), hereafter referred to as "Occupant" on the following date: _____(start date) In consideration of all the terms and conditions herein, Operator does hereby lease to Occupant the above-described storage space (hereinafter "Space" or "Premises"). Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space.

1. **Term.** The term of this Agreement shall commence as of the date first written above and shall continue on a month-to-month tenancy until terminated. All terms and conditions of this Agreement shall continue in full force and effect so long as Occupant retains possession of said Space.

2. **Rent.** The Occupant agrees to pay the Operator, for the use of the Space and improvement thereon, the monthly sum of _____(reg rent) . Monthly rent is due and payable in advance at the office of the self-storage facility on or before the monthly anniversary date of this Agreement and a like amount for each month thereafter, until the termination of this Agreement. You will not be billed. Rental payments and other charges can be made by cash, corporate or personal check, bank check, certified funds, money order, Discover, Visa or Master Card. If any monthly installment is not paid on the date due, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. If the Occupant is in default for a period of five days or more after date rent is due, the Operator may deny the Occupant access to the leased space. Operator may over-lock the rented premises over which only the Operator and his agents have control. Any payments made to stop the foreclosure and sale of Occupant's property must be paid by cash, certified funds or money order. Personal checks will not be accepted. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property.

3. **Fees.** Payment is due on or before the monthly anniversary date of this Agreement. If rental payment is not received within 5 days of the date it is due, it will be deemed late and a \$5.00 late fee will be assessed. If rental payment is not received within 14 days of the date it is due, an additional late fee of \$20.00 will be assessed. Operator has the right to charge the Occupant for other charges incurred by the Operator arising from the foreclosure and/or sale of the Occupant's property. The minimum lien foreclosure fee is \$50.00

4. **Operator's Lien.** OPERATOR SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATIONS TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF SERVICE STORAGE FACILITY ACT" SET FORTH IN THE MASSACHUSETTS STATUTES, THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE

DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OPERATOR MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE.

5. **Use and Compliance With Law.** The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space, which would cause danger or nuisance to the Space or the facility. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to leave any trash or debris in or near the Space. Occupant agrees to keep the Space in good condition during the term of the Agreement. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. Occupant agrees not to conduct any business out of the Space and further agrees that neither the Space nor the facility premises are to be used for any type of work shop or for any type of repairs, sales, renovations, painting or other contracting type work. Occupant agrees not to lay heavy items against the walls inside or outside of the storage unit and agrees to be responsible for any damage to the Operator's property.

6. **Limitation of Value.** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Operator has given permission in writing for Occupant to store property exceeding \$5,000 in value and Occupant has provided proof of insurance to Operator to cover the value of the stored property. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit, which alleges wrongful or improper foreclosure, or sale of the contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Operator to Occupant for any loss or damage to Occupant's property, regardless of cause.

7. **Occupant's Risk of Loss.** No bailment is created by this Agreement. Operator is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the leased space shall remain vested in the Occupant, and all property stored within or on the Space by Occupant or located at the facility by anyone shall be stored 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 while at the rented premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, Acts of God, the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees. Operator is not responsible for any costs or losses associated with Occupant's inability to access its storage unit due to inclement weather or for any reasons outside the control of the Operator.

8. **Insurance.** OCCUPANT, AT OCCUPANT'S EXPENSE, SHALL SECURE ITS OWN INSURANCE TO PROTECT ITSELF AND ITS PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE. INSURANCE ON OCCUPANT'S PROPERTY IS A MATERIAL CONDITION OF THIS AGREEMENT. OCCUPANT'S FAILURE TO CARRY INSURANCE IS A BREACH OF THIS AGREEMENT AND OCCUPANT ASSUMES ALL RISK OF LOSS TO STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE. INSURANCE CARRIED BY THE

OPERATOR SHALL BE FOR THE SOLE BENEFIT OF THE OPERATOR AND OCCUPANT SHALL MAKE NO CLAIM WHATSOEVER AGAINST OPERATOR'S INSURANCE. OCCUPANT AGREES NOT TO SUBROGATE AGAINST OR ALLOW OCCUPANT'S INSURANCE COMPANY TO SUBROGATE AGAINST OPERATOR IN THE EVENT OF LOSS OR DAMAGE OF ANY KIND OR FROM ANY CAUSE.

9. **Indemnification of Operator.** Occupant will indemnify and hold the Operator harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from Occupant's lease of the Space or from any activity, work or thing done by Occupant on the premises.

10. **Bankruptcy.** Occupant's bankruptcy shall constitute an act of default and Operator shall have the right to terminate this Agreement and require Occupant to remove its personal property from the premises.

11. **Occupant's Liability.** In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be extinguished prior to payment in full. If any property remains unsold after foreclosure and sale, Operator may dispose of said property in any manner considered appropriate by Operator. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the Space.

12. **Condition and Alteration of Premises.** Occupant hereby accepts the Space as being in good order and condition. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Operator; then all costs necessary to restore the Space to its prior condition shall be borne by Occupant.

13. **Termination.** This Agreement shall continue from month to month unless Occupant or Operator delivers to the other party a written notice of its intentions to terminate the Agreement at least five (5) days prior to the end of the current rental month. Occupant shall remove all personal property from the Space and shall deliver possession of the Space to the Operator no later than the end of the current rental month unless such property is subject to Operator's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the Space within the time required, Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons Space. Occupant shall have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's locking device from the Space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded.

14. **Operators Right to Enter.** In case where Operator considers it necessary to enter the Space for purposes of examining the Space for violation of this Agreement or condition in the Space or making repairs or alterations thereto, or to comply with this Agreement, Occupant agrees that Operator, or Operator's representative, shall have the right without notice to enter into and upon the Space and Operator reserves the right to remove contents to another space.

15. **Access.** In Operator's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Operator to maintain order and protect security on the premises. Such measures may include, but not be limited to, limiting hours of

operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Operator to deny access to Occupant to all rented Spaces.

16. **Assignment and Subletting.** Occupant shall not assign this Agreement or sublet the rented Space.
17. **Waiver/Enforceability.** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Operator of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.
18. **Succession.** This Agreement is binding upon the parties, their heirs, personal representatives and assigns.
19. **Governing Law.** This Agreement shall be governed by laws of the State of Massachusetts.
20. **Waiver of Jury Trial.** Operator and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Operator against Occupant, or Occupant against Operator on any matter arising out of or in anyway connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.
21. **Rules and Regulations.** Occupant agrees to be bound by the Rules and Regulations as posted by the Operator from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein. Occupant agrees to drive cautiously while on the property and will not back into outside storage units. Occupant agrees to be responsible for all damage caused to the facility or Operator's property due to damage from vehicles.
22. **Notices from Operator.** All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.
23. **Notices from Occupant.** Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give prompt written notice to Operator of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. Occupant understands he must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the address shown on the Agreement or by e-mail only if e-mail is acknowledged by Operator.
24. **Changes.** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior

written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Operator ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

25. **Occupant's Lock.** Space shall be immediately locked by Occupant upon execution of the Agreement. Only one lock shall be permitted. Occupant shall not provide Operator or Operator's agents with a key and /or combination to Occupant's lock unless deliveries are to be accepted by Operator on Occupant's behalf. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Operator shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Operator shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with locking the Space, including the cost of the lock.

26. **Release of Information.** Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

27. **Military Services.** If you are in the military service you must provide written notice to the Operator. The Operator will rely on this information to determine the applicability of the Service members Civil Relief Act.

28. **Limited Warranty.** This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Operator are not authorized or permitted to make any warranties about the Space, the Property, or the facilities referred to in this Agreement. The Operator's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

29. **Financial Information.** Operator does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator for damages arising from the use of said information by others.

30. **Release of Operator's Liability for Bodily Injury.** Operator and Operator's agents and employees shall not be liable to Occupant or Occupant's agents for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator and Operator's agents and employees.

31. **Permission to Call, Fax or E-Mail.** Occupant recognizes that Operator and Occupant are entering into a business relationship as Operator and Occupant. As such, to the extent any Federal or State law prohibits Operator from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Operator phoning, faxing, and e-mailing Occupant with business-related communications.

32. **Attorney's Fees.** In the event the Operator retains the services of an attorney to recover

any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Operator the reasonable costs, expenses, and attorney's fees incurred in any such action.

NOTICE TO OCCUPANT. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

Start Date: _____(start date)

Occupant: _____(name)

Brighton Self-Storage

Signature

By: _____
Authorized Agent

Address: _____

Unit Number: _____

Approx. Unit Size: _____

Phone: _____