

STANDARD FORM OF STORAGE SPACE LEASE

PREAMBLE: This lease contains the agreements between Lessor and Lessee concerning rights and obligations of both Parties. This agreement shall supersede, nullify and take precedence over any previous written or Oral agreements. This lease may not be changed without written, signed agreement of both Parties. Lessee is not in the US Military and not dependent on someone who is. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease.

THIS LEASE is made on _____ between
Lessor(s)

Month

Day

Year

whose address is _____

and Lessee(s) Jointly and/or Severally (Driver License & Credit Report of each adult to occupy apt. (and their Guarantor if required by Owner) is required before Lease is signed) _____

whose _____ home _____ address
is _____

1. STORAGE SPACE AND USE:

Lessor agrees to lease to Lessee Storage Space in the Building at _____

Yonkers, NY 10704, Westchester County, State of New York for storage purposes only. Only the Lessee(s) signing this lease may use the storage space, and give access to _____ adults, (____ child(ren)). **No Pets**, unless allowed by Owner's signature below: One () only (type) _____ named _____ (not to be replaced by another). Additional Pet Security is required.x _____ **Sublet Tenant must be approved by Owner in writing.**

2. LENGTH OF LEASE

The term (that means the length) of this Lease is _____ year(s), _____ month(s), _____ day(s)

beginning on _____ and ending on _____

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before ending date. *FIRST AND LAST MONTH'S RENT is to be paid together with 1½ MONTHS SECURITY upon signing of this lease, plus any additional Security or months of Rent mutually agreed upon.*

3. RENT

Rent for subject premises is due and payable at the inception of the lease term in full in one year installments.

For the convenience of Lessee, Lessee may make monthly installments or one-twelfth the yearly rent on the 22nd of each month. Lessor need not give notice to pay the rent. If the Lessee shall be in default of the lease or terminate tenancy for any reason during the term of this lease and/or any extension thereto, Lessee shall immediately be liable for any/all future rent due under the remaining term of the lease without further notice to Lessee.

Your monthly rent for the Storage Space is _____ (adjusted pursuant to Article 4 below). You must pay Owner the rent in advance by CASH or CHECK _____ WITH: _____ **WRITTEN ON CHECK'S MEMO LINE**, due on the twenty second of each month either at Owner's address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month.

4. RENT ADJUSTMENTS/ADDED RENT (COSTS OF EXTRA SERVICES/EQUIPMENT REQUESTED/DAMAGED BY LESSEE WHICH MUST BE SUPPLIED/REPAIRED/REPLACED, AND BILLED TO LESSEE BY OWNER).

If Owner becomes aware of and/or is advised by any other Tenant, witness or any other person/neighbor (verbally

or in writing) that a Non-Authorized person is utilizing space anywhere on the premises "on and off" or on any kind of cyclical/alternating/regular/irregular basis, (whether or not their personal belongings are on the

premises or not): the non-authorized person will be considered an additional Tenant and \$980 additional rent per

month will be payable to the Owner by each Non-Authorized person, due immediately upon written notice by Owner

for current as well as all previous/future months so affected, as "added rent".

Under terms of this lease, Lessee may be required to pay other charges to Lessor, called "added rent" as described above. This added rent will be billed /payable as rent. If Lessee fails to pay added rent when required,

Lessor shall have same rights against Lessee as if Lessee failed to pay rent. If check from Lessee is dishonored

for any reason, Lessee shall be charged \$25 by Lessor for processing costs as added rent. If rent or added rent is

not received within 3 days of due date, Lessor may charge \$50 or 1½% of the sum due each month as added rent.

5. 1½ MONTHS SECURITY DEPOSIT

You are required to give Owner the sum of _____ + Pet Security of _____ when signing this Lease as a security deposit, which is called in law a trust. In accordance with NY STATE LAW SECTION 7-103, the bank account will earn interest ONLY IF THE BUILDING CONTAINS SIX OR MORE Storage SpaceS or Storage Spaces. Owner will deposit this security in a Safe Deposit Box at Wells Fargo Bank, Yonkers, NY

If You carry out all of your agreements in this Lease and if You move out of the Storage Space and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of your security deposit to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over your security either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You by registered or

responsible for Your damages or expenses, and this Lease will remain In effect. However, In such case, this Lease will start on the date when You can take possession of the storage space, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to take possession of & utilize the storage space within those additional 15 days, then the Lease is ended.

7. CAPTIONS

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF USABILITY

You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with facilities, services, or changes, *even if it results in inconvenience or construction noise*. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR STORAGE SPACE & END OF LEASE-MOVING OUT

A. You will take good care of the STORAGE SPACE and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will no longer have possession of the storage space on or before the ending date of this lease and leave the storage space in good order and in the same condition as it was when You first took possession of it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, Lessee, at his own cost/expense, must remove all of your movable property. If Lessor requires, Lessee must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals, painted walls other than the color which was provided (Benjamin Moore Dove White) or any other installation or attachment You may have installed in the Storage Space, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Storage Space affected by those installations and removals to the satisfaction of Lessor, or it will be done for you at your expense. You have not moved out until all persons, furniture and other property of yours is also out of the Storage Space. If your property remains in the Storage Space after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Storage Space and any property remaining in the Storage Space. In this event, Owner may either keep, discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

10. CHANGES AND ALTERATIONS TO THE STORAGE SPACE

You cannot build in, add to, change or alter, the Storage Space in any way, Including screws/nails into any CEILING, wallpapering, **painting**, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or change electrical, plumbing, cable TV/Internet/Telephone wiring, ventilation, heating, air-conditioning, paneling, flooring, nailed/glued carpet tacking strips, partitions, railings, or use in the Storage Space any additional machines of the following: dishwasher, dry cleaning, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Storage Space water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

A. Government Laws and Orders. You will obey and comply (1) with all present and future city, state and federal laws and regulations which affect the Building or the Storage Space, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Storage Space and the Building. You will not allow any unreachable windows from the floor in the Storage Space to be cleaned from the outside, unless the equipment and safety devices required by law are used. Notices received by Lessee must be promptly delivered to Lessor. Lessee may not do anything which may increase Lessor's insurance premiums. If so, Lessee must pay the increase in premiums as added rent.

B. Owner's Rules Affecting You. You will obey all Owner's rules listed as part of this Lease and all future reason-able rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted on your entry to the Storage Space. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. Your Responsibility. You are responsible for the behavior of yourself, *partners, associates, or members* of your family, *friends, relatives, visitors, including their pets, your agents and/or employees*. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, *partners, associates*, your family, friends, relatives, visitors, including their pets, your agents and/or employees, have not obeyed government laws and orders of the agreements or rules of this Lease.

12. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Storage Space or the Building less fit to live in or otherwise utilize for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Storage Spaces, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

A. **Required Services.** Owner will provide repairs to the Storage Space, as required by law. You are not entitled to any rent reduction because of repairs, its inconvenience or its stoppage, or because of reduction of any services until all work is completed, whether or not in control of Lessor.

B. The following utilities are *not* included in the rent *and are at the expense of the Tenant: gas and electricity for air conditioning*.

C. **Other Utilities.** Electricity and gas are not included in the rent and may be proportionately charged separately by Lessor. If not applicable, Lessor must arrange for this service directly with the utility company. You must also pay directly for telephone, *Television and Internet* service as it is not included in the rent.

D. **Appliances.** There are no appliances supplied in this Storage Space, except for a coin operated laundry area, including a washer & dryer. *You may not bring in or utilize any other household appliances such as an oven or stove.*

14. INABILITY TO PROVIDE SERVICE

15. ENTRY TO STORAGE SPACE

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Storage Space and to repair, inspect, exterminate, install or work on any system or equipment and perform other work that Lessor decides is necessary or desirable, and/or for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Storage Space; to inspect the Storage Space and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;
- B. To show the Storage Space to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months (if it is evident that 3 months will be inadequate) before the end of the Lease, to show the Storage Space to persons who wish to rent it;
- D. If during the last month of the Lease You have relinquished possession of the Storage Space and removed all or almost all of your property from the Storage Space, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Storage Space and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Storage Space. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.;

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning/Subletting. You may assign or sublet this Lease thereby permitting other(s) approved by Owner to use the Storage Space or any part/portion thereof only with Owner's advance written consent.

B. Abandonment. If You relinquish possession of the Storage Space (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

17. DEFAULT

A. The following are defaults and must be cured by Lessor within the time stated:

- (1) Failure to pay rent or added rent on time. 3 days. Late fees & interest charges commence thereafter.
- (2) Failure to take possession of the Storage Space within 15 days after beginning date of term. 10 days.
- (3) Issuance of a court order under which the Storage Space may be taken by another party. 10 days.
- (4) Improper conduct by Lessee annoying other tenants. 10 days.
- (5) Failure to comply with any other term or Rule in the lease. 10 days.

If Tenant fails to cure the default in the time stated or violates Section 17B below, Lessor may cancel Lease by giving Lessee a cancellation notice which will state the date the Lease shall end which will be no less than 10 days after the date of the notice. Lessee must leave the Storage Space giving Lessor all keys on or before the cancellation date. Lessee continues to be responsible for this lease's rent for your Storage Space or any other area left vacant (due to other Tenants switching Storage Spaces around) caused by Your default/breaking this lease/moving early. If the default cannot be cured in the time stated, Lessee must begin to cure within that time and continue diligently until cured.

B. If (1) Lessee's application for the Storage Space contains any material misstatement of fact, (2) Lessee maintains a nuisance or (3) Tenant vacates the Storage Space; Lessor may cancel this lease. Cancellation shall be by cancellation notice as stated in Section 17A.

C. If (1) the Lease is cancelled or (2) rent or added rent is not paid on time or (3) Lessee vacates the Storage Space, Lessor may in addition to other remedies, take any of the following steps: (a) peacefully enter the Storage Space and remove Tenant and any person or property, and (b) use eviction/other lawsuit method to take back the Storage Space.

D. If the lease is cancelled or Lessor takes back the Storage Space, the following takes place: (1) Rent and added rent for the unexpired Term is due and payable. (2) Lessor may relet the Storage Space/switched Storage Space. & anything in it. The reletting may be for any term. Lessor may charge any rent or no rent and give allowances to the new tenant. Lessor may at Lessee's expense do any work Lessor reasonably feels needed to put the Storage Space in good repair and prepare it for renting. Lessee stays liable and is not released. (3) Any rent received by Lessor for the re-renting shall be used first to pay Lessor's expenses and second to pay any amounts Lessee owes under this Lease. Lessor's expenses include the costs of getting possession and re-renting the Storage Space/switched Storage Space. including but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs. (4) From time to time Lessor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Lessor's rights. Lessee is not entitled to any excess of rents collected over the rent paid by Tenant to Lessor under this lease. (5) If Lessor relets the Storage Space/switched Storage Space combined with other space an adjustment will be made based on square feet. Money received by Lessor from the next tenant other than the monthly rent shall not be considered as part of the rent paid to Lessor who is entitled to all of it. If Lessor relets the Storage Space/switched Storage Space. the fact that all or part of the next tenant's rent is not collected does not affect Lessee's liability. Lessor has no duty to collect the next tenant's rent. Lessee must continue to pay rent, damages, losses/expenses without offset.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Storage Space/switched Storage Space. or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.

C. Whether the Storage Space/switched Storage Space. is re-rented or not, You must pay to Owner as damages:

(1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Storage Space/switched Storage Space. for what would have been the remaining period of this Lease; and

(2) Owner's expenses for attorney's fees, advertisements, broker's fees and the cost of putting the Storage Space/switched Storage Space. in good condition for re-rental.

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the

Storage Space/switched Storage Space. is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

(1) Making any repairs to the Storage Space or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You (2) Repairing or replacing any appliance damaged by Your misuse or negligence; (3) Correcting any violations of city, state or federal laws, or orders and regulations of insurance rating organizations concerning the Storage Space or the Building which You or persons who live with You, visit You, or work for You have caused. (4) Preparing the Storage Space/switched Storage Space for the next tenant if You move out of your Storage Space before the Lease ending date (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions (6) Removing all of your property after this Lease is ended (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease. These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 5 of this Article 20 has been stricken out of this Lease You do not have the right to collect reasonable legal fees/expenses incurred in a successful defense by You of lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Storage Space or the Building, or to Lessor due to any accidental or intentional cause, even a theft or another crime committed in the Storage Space or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law. Lessee must pay for damages suffered and reasonable expenses of Lessor relating to any claim arising from any act or accident of Lessee/family/employees/guests/pets/property.

If an action is brought against Lessor arising from Lessee's act or accident, Lessee shall defend Lessor at Lessee's expense with an attorney of Lessor's choice. Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

22. FIRE OR CASUALTY

Lessee must give Lessor immediate notice of fire, accident, damage or dangerous or defective condition. Lessor shall have the right to decide which part of Storage Space is usable and only repair the damaged part of Storage Space. Lessor is not required to repair or replace any fixtures, furnishings or decorations but only equipment that was originally installed by Lessor who is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. If Lessor fails to give Lessee notice of its decision within 60 days, Lessee may cancel lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Lessor begins to repair or before Lessor notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Lessee or guest/agent of Lessee, all repairs will be made at Lessee's expense and Lessee must pay the full rent with no change. The cost of the repairs will be added rent.. Lessor is not liable for loss, expense or damage to any person or property, unless Lessor is negligent or for permitting or refusing entry of anyone into the Building. Lessee is responsible for Lessee's safety and security.

A. If the Storage Space becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below, but the rent will be reduced immediately. This reduction will be based upon the part of the Storage Space which is unusable.

B. In determining what is a reasonable time, consideration shall be given to any delays in receipt of Insurance settlements, labor problems, materials/supplies problems and/or causes not fully within Owner's control. Owner will have reasonable time to repair/restore the Storage Space, unless he decides to take actions described in paragraph C below.

C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Storage Space but may end this Lease. Owner may do this even if the Storage Space has not been damaged, by giving You written notice of this decision within 60 days after the date when the damage occurred. If the Storage Space is usable when Owner gives You such notice, this Lease will end within 60 days from the last day of the calendar month in which You were given the notice.

D. If the Storage Space is completely unusable because of fire, accident or other casualty and it is not repaired in 60 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rate portion of rents paid for the month in which the casualty happened only if Lessee did not cause fire/casualty.

E. Unless prohibited by applicable insurance policies to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

23. PUBLIC TAKING

The entire building or a part of it can be acquired (condemned) by any government or government agency for

or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgement of the "subordination" in the form that Owner requires. You also agree to sign a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner. Lessee authorizes Lessor to sign these certificates for Lessee.

25. TENANT'S RIGHT TO USE THE STORAGE SPACE

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Storage Space and delivered to You personally or sent by registered or certified mail to You at the Storage Space.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or possession of the Storage Space. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Storage Space or the Building.

28. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Storage Space and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

29. CONDITION OF THE STORAGE SPACE

When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Storage Space, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the Storage Space and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Storage Space except as specified in an attached "Work" rider.

30. DEFINITIONS

A. Owner: The term "Lessor/Owner/Landlord" means the person or organization renting the Storage Space to you. "Owner/Landlord" includes the owner of the land or Building, a lessor of the Storage Space, land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. You: The Term "Lessee/Tenant/You" means the person or persons signing this Lease as Tenant and the heirs, distributees, executors, administrators, successors, subletors and/or assigns of the signer(s). This Lease has established a tenant-landlord relationship between "Lessor/Owner/Landlord" and "Lessee/Tenant/You".

31. SEVERABILITY

Any portion of this contract deemed unenforceable shall only invalidate that portion of the agreement, and not the entire agreement.

32. LIQUIDATED DAMAGES & OTHER SETTLEMENTS AGREED TO IN ADVANCE

Lessee agrees that this lease is only for storage space and not an apartment for occupancy or dwelling. Lessee agrees not to utilize this space for any non-conforming use. If there is a non-conforming use or occupancy of this space, the lessee waives their claim to have any & all rent or any other monies repaid to them. If it is determined that there are to be any monies to be repaid to the tenant by the landlord as damages or other compensation, the tenant agrees to liquidated damages of \$1.00. In no case shall any damages or compensation to be paid by lessor to lessee, of any kind, exceed \$1.00.

33. SUCCESSOR INTERESTS

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment, sublet or by transfer.

34. LEASE RIDERS

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

X _____

Owner- Print, Sign, & Date.

X _____

Tenant- Print, Sign, & Date.

X _____

Tenant- Print, Sign, & Date.

X _____

X _____

GUARANTY To be filled in if required by Owner.
The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Date _____
X _____ Guarantor #1

SS# _____ PRINT FULL
NAME _____

D Date of Birth _____
_____ PRINT ADDRESS

Driver's License # _____ State _____ Date Issued _____ Date
Expires _____

ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 11

Public Access Ways

1 (a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, stairways, or halls. Public access ways shall be used only for entering and leaving the Storage Space and the Building.

(b) Baby carriages, shopping carts, bicycles etc., or other property of Tenants shall not be allowed to stand on the stairs, in the halls, passageways, or public areas of the Building.

Bathroom and Plumbing Fixtures

2 The bathrooms, toilets and wash closets and plumbing fixtures, if any, shall only be used for the purposes for which they were designed or built; sweepings, rags, paper/plastic rubbish bags, paper towels, fats, chemicals, oils, acids or other substances, liquid or solid, shall not be placed in them.

Refuse

3 Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, sidewalk, yards or into the street or road in front of the house. Tenants shall not place any articles outside of the Storage Space or outside of the building except in safe containers and only at places chosen by Owner.

Garages

4 Garage space, if applicable, is mainly for parking your car and not for storage., Walls cannot be damaged to install hooks, shelves, hang bicycles, etc. without written permission from Owner.

Garage Doors and Door Openers

5 Tenant must take great care not to damage the Garage Doors, or damage the Garage Door Openers supplied to Tenants. A \$90.00 deposit will be required to be used to replace Garage Door Opener that is damaged or lost.

Keys and Locks/Windows

6 Door Locks and Windows must be locked when Lessee is out. Owner may retain a pass key to the Storage Space. Tenants may NOT install on the Entrance doors / other DOORS closet doors, etc... any additional locks or chains without written consent of Owner. BY DOING SO, CITY OFFICIALS WILL CONSIDER THE BUILDING TO BE A ROOMING HOUSE AGAINST HOUSING & BLDG DEPT RULES AND YOU WILL PAY OWNER FOR ALL DAMAGES SUFFERED. Also, Tenants may NOT install a lock on any window/ room/rear/side/sliding or garage doors without written consent of Owner as this may affect Fire Egress Laws. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, cost of replacing them to Owner shall be paid by Tenant or taken out of Security. In addition, all Tenants must surrender all duplicate keys to property.

Noise

7 Tenants, their families, guests, friends, relatives, visitors, employees or agents shall not make or permit any disturbing noises in the Storage Space or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a radio or television set so as to disturb or annoy any other occupant of the Building. This includes loud talking on cell phones, indoors or outdoors, day or night.

No Projections

8 An aerial or Satellite Dish may not be erected on the roof/outside wall/balcony/terrace of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

Pets, if allowed, requires Owner's Personal Signature on first page of Lease, with Additional Pet Security

9 Dogs or animals of any kind shall NOT be kept or harbored in the Storage Space, regardless of ownership/duration, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Visitors, family, friends, relatives must leave their pets home when visiting you in any portion of the building or property except for a Seeing-Eye Dog. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS/BIRDS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

Moving

10 Tenants must use great care when moving furniture and possessions into and out of the building, up stairs, through doors, around corners and in halls so as not to damage walls/doors/woodwork. Tenant shall also take great care to lift and not slide heavy or sharp furniture across the high sheen Premium Oak Floors and Granite floors and will be liable for any costs, expenses or damages incurred to repair the floors to original condition.

Floors

11 Main walking areas of Storage Space floors shall be covered with rugs or carpeting to the extent of at least 70% of the floor area of each room excepting only kitchens, and bathrooms. NO TACKING STRIPS MAY BE NAILED INTO THE OAK FLOORS. Costly repair of scratches/gouges in the floor is at the complete expense of the Tenant.

CLAUSES 12 THROUGH 39c ON THE ATTACHED RIDER ARE PART OF THIS LEASE AS PROVIDED BY ARTICLE 11 HEREIN.