

**RENTAL AGREEMENT
CONTRACT**

SERGEANT STORAGE, Inc.
2541 GAUL STREET
PHILADELPHIA, PENNSYLVANIA
PHONE: (215) 739-9226

MAIL PAYMENTS TO:
SERGEANT STORAGE, Inc.
98 JACKSONVILLE RD.
IVYLAND, PA 18974

THIS AGREEMENT, executed at the City of Philadelphia, Philadelphia County, Pennsylvania,

On this _____ day of _____, 20____, between SERGEANT STORAGE, Inc., hereinafter called the OWNER

AND THE ▼

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:		UNIT/SPACE No.	Bldg.	Size (Approximate)	X
Name		DUE DATE	RENTAL RATE: \$	/ MONTH	\$ / Yr.
IF IN MILITARY SERVICE, GIVE BRANCH AND SERIAL NO.		This is a monthly lease for storage from _____, 20____.			
Branch	Serial Number	The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on the _____ day of each succeeding month until terminated by either OWNER or OCCUPANT in writing.			
Address		TYPE OF PROPERTY <i>* Please provide additional information below:</i>			
City	State	Zip	TO BE STORED		
Home Phone ()	Alternate Phone ()		<input type="checkbox"/> Household Goods	Make _____	Model _____
Driver's License No.	State		<input type="checkbox"/> Business Goods	Year _____	
IF OCCUPANT IS A BUSINESS, PROVIDE THE FOLLOWING INFORMATION:			<input type="checkbox"/> Motor Vehicle *	V.I.N. or H.I.N. No. _____	
Business Name	Occupant's Title		<input type="checkbox"/> Watercraft *	License No. _____	State _____
ALTERNATE PERSON/EMERGENCY CONTACT INFORMATION:			<input type="checkbox"/> Trailer *	Length _____	
Name			<input type="checkbox"/> Other*	Color(s) _____	
Street			OCCUPANT agrees that the stored property is owned solely by the OCCUPANT and is free and clear of all prior liens except for:		
City	State	Zip	Description: _____		
Contact Phone ()			Lienholder or Secured Party: _____		
IF ALTERNATE PERSON/EMERGENCY CONTACT INFORMATION IS REFUSED OCCUPANT WILL PLEASE SIGN HERE.			Mailing Address: _____		
X			City _____ State _____ Zip _____		
			Contact Phone (s) _____		
MOVE-IN COSTS	Administrative Charge.....	\$ _____	SERVICE CHARGE SCHEDULE	Late Payment Charge	\$ _____
	Prorated Rent.....	\$ _____		Returned Check Charge	\$ _____
	Rent.....	\$ _____		Vacate Notice Not Given	\$ _____
	Performance Deposit.....	\$ _____		Not Leaving Unit Broom Clean	\$ _____
	Sales Tax	\$ _____		Damage To Unit (LABOR & MATERIALS)**	\$ _____
Other (Specify).....	\$ _____	** TO BE DETERMINED AT TIME OF VACATING			
TOTAL MOVE-IN COST ►		\$ _____			

1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT.
2. PREMISES: OWNER hereby leases to OCCUPANT, and OCCUPANT rents from OWNER, on the terms and conditions herein set forth, the self-storage facility described above, or the vehicle space described above, herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.
3. TERMS: The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis on the same terms and conditions as the previous month, unless and until OCCUPANT has removed his property from the premises and has given written notice thereof to OWNER at least ten (10) days in advance of vacating date. OWNER may terminate this agreement with or without cause as of the end of any storage term, and OWNER may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice thereof at least ten (10) days prior to the termination date and upon refunding any unearned rental.
4. RENTAL TERMS/PERFORMANCE DEPOSIT: OCCUPANT agrees to pay rent to OWNER as set forth in the rent schedule above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is one month. The first payment of rent shall be for the prorating to the first of the month plus one month's rent if the OCCUPANT'S rent begins on or after the 15th of the month. If the OCCUPANT'S rent begins before the 15th of the month the rent due is only for the prorating to the first of the month, with subsequent rent due on the first of each successive months. In addition to the rent, the OCCUPANT shall deposit with the OWNER a performance deposit, equal to the amount shown above in the Move-In Costs. Rental payments are not refundable. If the lease is extended for a lesser term than the original term, then the rent for the extended period shall be shown in the rent schedule. All monthly rental rates are for a calendar month. The performance deposit paid by OCCUPANT to the OWNER shall not be applied as rent, and the OWNER is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S removing his property from the premises in a timely fashion at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S lock. OCCUPANT will be responsible for additional rent for as long as OCCUPANT'S lock is on the unit. Performance deposit will be returned by U.S. mail. There is also an initial administrative fee as noted in the Move-In Costs area above in addition to the rent and performance deposit.
5. STATEMENTS/NOTICES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. There will be a service charge for each dishonored check and/or for each rent payment which is paid five (5) days or more after the date it is due to defray clerical and administrative expenses which ordinarily result from such delinquencies. The amount of such service and/or administrative charges is posted in the rent schedule above. Such charge is due without prior notice as additional rent. Notwithstanding the service charge, time is of the essence and in the event any rental is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.
6. OWNER'S LIEN: The Pennsylvania Self-Service Storage Facilities Act grants the OWNER a lien on all personal property stored at this self-service storage facility for rent, labor, or other reasonable charges that are due as specified in this rental agreement in relation to the stored personal property, and for expenses incurred during its preservation, sale or disposal. The OWNER'S lien attaches as of the date the personal property is brought to this self-service storage facility. If any outstanding rent payment or other incurred service charge is a continuous thirty (30) days past due, the OWNER may begin enforcement and satisfaction of the OWNER'S lien pursuant with the Pennsylvania Self-Service Storage Facilities Act.
It is the OCCUPANT'S sole responsibility to disclose the existence of any lien on any stored item(s). The OWNER'S lien granted by the Pennsylvania Self-Service Storage Facilities Act is superior to any other lien or security interest except any lien existing prior to the date the personal property was placed at the self-service storage facility supersedes the OWNER'S lien. "Personal property" means, Movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, furniture and household items. "Default," means failure to perform an obligation set forth in this rental agreement. "Last known address," means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of change of address.
7. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, and (b) the provisions printed on the reverse side of this agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility.
8. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the premises and the project property, and by placing his initials in the margin, acknowledges and agrees that the premises and the common areas of the project are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the premises or the common areas of the premises. OCCUPANT shall be entitled to access to the premises and the common areas of the premises only during such hours and on such days as are regularly posted at the premises.
Any special exceptions or conditions to this Rental Agreement are to be written in the space that follows:

Initials
Initials

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

OWNER

OCCUPANT

BY

X

TITLE:

OWNER'S Agent

If a business, give title.

(Continued on reverse side)

9. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or property of any kind whatsoever and to whomever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation, attorneys fees) or obligation on account of arising out of any such injuries or losses however occurring, and OCCUPANT agrees that OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.

OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of goods or property stored on the premises. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored property. A Customer Storage Insurance brochure is available in rental office.

Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his property against all perils of whatsoever nature. OWNER shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT'S invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by OCCUPANT.

10. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that property stored is at the sole risk of the OCCUPANT.
11. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring or precipitate in any class-action lawsuit brought against the OWNER.
12. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all property stored within or on the space by OCCUPANT or located at the facility by anyone at OCCUPANT'S sole risk. OCCUPANT acknowledges that OWNER does not take care, custody, control, possession or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space or the contents thereof. OCCUPANT must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. OCCUPANT assumes full responsibility for who has the keys and access to the space.
13. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental of the space or the facility or from any activity, work, or thing done, permitted or suffered by OCCUPANT in the space(s) or about the facility.
14. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company for any claim for loss or damages against the OWNER.
15. **COMPLIANCE WITH LAW:** OCCUPANT shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
16. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for storage purposes only as to those approved for such storage by the OWNER, such as goods, wares, merchandise, furniture and household items and personal property owned by OCCUPANT, and for no other use. **The OCCUPANT will not use the rented self-storage space as a residence.** The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.
17. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the premises, whether to the interior or exterior of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of on or in the premises by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of on or in the premises, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance on the premises and that results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises.

18. **LOCKS:** OCCUPANT shall provide, at OCCUPANT'S own expense, a lock for the Premises which OCCUPANT, in OCCUPANT'S sole discretion, deems sufficient to secure the Premises. OWNER shall not be held liable for replacement of any lock that is damaged by forced entry by the OWNER or any authorized governmental agency. Although there may be a place on the door of the rented unit for a second lock, **OCCUPANT is only permitted to use a single lock.**
19. **ABANDONMENT OF OCCUPANT'S PROPERTY:** OCCUPANT agrees that any property which is left outside of the rented storage unit/space or any property that remains on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or disposed of in such manner as OWNER may see fit. If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
20. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representative of any governmental authority, including police and fire officials, access to the storage space upon (3) days advanced written notice to the OCCUPANT. In the event of any emergency, OWNER, OWNER'S agents or representative of governmental authority shall have the right to enter the storage space to take action as necessary or appropriate to protect the storage facility, to comply with applicable law or to enforce the OWNER'S rights. OWNER shall promptly notify OCCUPANT by certified mail, either before or after entry, so that OCCUPANT can inspect the rented self-storage unit.
21. **SALE OF CONTENTS:** The Pennsylvania Self-Service Storage Facility Act gives the OWNER a lien upon all personal property, located at the self-storage facility for rent, labor or other charges. In case any rent shall be due and unpaid, or OCCUPANT shall default in any of the conditions herein contained, or if the self storage space shall be abandoned or vacated by OCCUPANT, the OWNER may elect to exercise any rights it may have to enforce its lien, including but not limited to any one or more of the following: a) terminate this rental agreement, b) affix OWNER'S lock to the door of the OCCUPANT'S premises, c) seize and take possession of the personal property in the self storage space, after written notice to OCCUPANT, if the rent and expenses of OWNER are not paid, d) sell the property in the self storage space, at public or private sale, for payment of the rent and expenses related to said action, and hold any remaining proceeds on behalf of OCCUPANT; and/or e) exercise any other right of OWNER under the Pennsylvania Self-Service Storage Facility Act or any other Pennsylvania Law. OWNER'S expenses shall include all expenses relating to taking possession and sale of the property, including reasonable attorney's fees. Any notice given pursuant to this section shall be presumed delivered when deposited with the United States Postal Service, certified mail addressed to the last known address of the OCCUPANT. Advertisement of a sale, if utilized, shall be published two times preceding the date of sale in a newspaper of general circulation which serves the area where the self-storage facility is located. Any sale may be before or after the contents of the self-storage space are opened, at the election of OWNER, and OWNER shall not have any responsibility for determining the contents of the self-storage space or the value of such contents. OCCUPANT acknowledges that a sale of the contents on a bid basis is a fair and equitable disposition of the contents of the storage space under this article.
22. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and OCCUPANT hereby acknowledges, as provided in article 8 on the reverse side, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
23. **ACCEPTANCE OF PAYMENT OF RENT:** The OWNER has the right to reject or accept any partial payment of rent. OWNER may accept a partial rent payment, while the OCCUPANT is in default however, the OCCUPANT'S status will remain as in default from the date the payment was due, and such payment will not constitute a waiver of OWNER'S rights to proceed with foreclosure and sale of the stored property as provided by Law. The OWNER reserves the right to require that any past due payment be made in cash, cashier's check, or money order.
24. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.
25. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
26. **ATTORNEY'S FEES AND COSTS:** In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses.
27. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
28. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
29. **CONSTRUCTION:** This agreement has been reviewed and negotiated and its terms and provisions explained to OCCUPANT. Accordingly, this agreement shall not be construed for or against either OWNER or OCCUPANT.
30. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this storage agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
31. **NOTICES:** OCCUPANT agrees to give prompt written notice to OWNER of any change in OCCUPANT'S address and any change in the liens and secured interests on OCCUPANT'S property in the space. Said written notice to the OWNER shall be: a) personally delivered to OWNER'S representative at OWNER'S office, b) by mailing the notice by certified mail, return receipt requested, with postage prepaid to the OWNER to the mailing address on the reverse side, or c) by mailing the notice first-class mail to the mailing address on the reverse side. If notification option "c" is chosen, then it is OCCUPANT'S duty to confirm receipt of notice with the OWNER, and verify that all applicable records have been updated.
32. **ELECTRICITY:** In the event there is an electrical outlet within the leased or rented space for the purpose of providing a light or for plugging in an electrical appliance, the OCCUPANT is cautioned that the power to the electrical circuit may be turned on or off at the option of the OWNER. Accordingly, the OCCUPANT is required to turn off all lights and disconnect any powered appliance before leaving the rented space.
- If continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the manager for its use. If such an arrangement is made, the OWNER assumes no liability resulting from the failure, regardless of the source of failure of the power supply.
33. **VALUE LIMIT:** OCCUPANT agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees that the maximum liability of OWNER to OCCUPANT 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 space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S property, regardless of cause.
34. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any property having OWNER'S or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT stored property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.