

Storage Space Agreement

State of New York

This Storage Space Agreement, hereinafter referred to as the "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Hilton Self-Storage, a Limited Liability Company, organized under the laws of the state of New York, having its principal place of business at the following address:

100 Old Hojack Lane, Hilton, NY 14468
Email: 100hojack@gmail.com

and _____ an individual, with a principal place of business at the following address:

Phone: _____

Email: _____

Hereinafter, "Lessor" will refer to and be used to describe the following party: Hilton Self-Storage. "Lessee" will refer to and be used to describe the following party: _____

Lessor and Lessee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Lessor wishes to offer for rent a storage space,

WHEREAS, Lessee wishes to rent such storage space from Lessor;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - LEASE OF SPACE:

Lessor hereby agrees to provide, and Lessee agrees to rent, a storage space located at the following address:

100 Old Hojack Lane, Hilton, NY 14468 **Bldg.**_____ **Unit #**_____

The storage space will be of the following description and size:

Lessee's lease of the storage space will hereinafter be described as the "Lease."

Article 2 - DURATION OF LEASE:

The Lease will begin on _____ ("Start Date") and continue on a month-to-month basis until the Lessee relinquishes the storage space and terminates this Agreement.

Article 3 - PRICE:

For the Lease, Lessee agrees to pay, and Lessor agrees to accept the following amount:

\$ _____ (the "Lease Price"), per month, through the duration of the Lease. This Lease Price is exclusive of any applicable taxes.

The Lessor and the Lessee each acknowledge the sufficiency of the Lease Price as consideration.

Article 4 - PAYMENT:

The Lease Price will be paid in only one of the following methods of payment:

Cash, Check, Credit Card (Preferred)

Payment will be due on the following day of the month, each month: **1st.**

Article 5 - DISCLAIMER OF WARRANTY:

Lessor and Lessee each agree that the storage space is being leased "as is" and that Lessor hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose.

Article 6 - LIMITATION OF LIABILITY:

Lessee agrees to hold Lessor harmless for any damage or injuries caused to any personal items or property left in the storage space and hereby specifically agrees that Lessor shall not be responsible for any damage. In no event will Lessor's liability exceed the total amount paid by Lessee to Lessor for the Lease for any cause of action or future claim. Lessee hereby acknowledges and agrees that Lessor is not liable for any special, indirect, consequential or punitive damages arising out of or relating to this Agreement in any way. Lessee is encouraged to purchase adequate insurance to cover Lessee's person and personal items.

Article 7 - ATTENDANTS:

The storage space may be supervised by attendants. Such attendants are not responsible for any personal items or property left in the storage space.

Article 8 - USE:

Lessee acknowledges and agrees that the storage space is to be used exclusively for the storage of Lessee's personal items and property. Electrical wiring in the storage space is not permitted. Residence in the storage space is not permitted.

Article 9 - PROHIBITION ON ILLEGAL ITEMS:

Lessee is not permitted to store any illegal items, including but not limited to drugs or drug paraphernalia, in the storage space.

Article 10 - PROHIBITION ON DANGEROUS ITEMS:

Lessee is not permitted to store dangerous or flammable items, such as fireworks, propane, or gas tanks. The preceding list is to be considered non-exhaustive. Lessor may modify or add to the prohibited items at any time.

Article 11 - DAMAGE TO PREMISES:

Should Lessee cause any damages beyond normal wear and tear to the building or facility where the storage space is located, Lessee will be held responsible for replacement or loss of any stolen, damaged, or misplaced property.

Article 12 - TERMINATION:

This Agreement may be terminated by either party upon 30 days' written notice to the other party.

Article 13 - GENERAL PROVISIONS:

A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of New York and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

J) **FORCE MAJEURE/EXCUSE:** Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes,

acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by email, first-class mail, or airmail to the address of the relevant Party set out at the head of this Agreement. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail). In the case of email, notices shall be deemed to have been received the next working day after sending.

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged, as the case may be.

EXECUTION:

Name: Hilton Self-Storage

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____