



Candia

RENTAL AGREEMENT

304 Raymond LLC dba 603 Self-Storage

Mailing Address:
679 First NH Turnpike
Northwood, NH 03261
603-941-9041
603Storage@gmail.com
603Storage.com

MUST BE FILLED OUT COMPLETELY AND SIGNED WHERE INDICATED ON PAGE 5

Renter's Name (only one allowed): _____ Date: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Mobile Phone: _____ Home Phone: _____ Work Phone: _____

Email: _____ Driver's License or ID #: _____ State: _____

Required Field. We will not share this information.

Alternate Contact: (A person who does not live with Renter to whom Owner can contact if Owner cannot reach Renter. This designation does not provide access to the Rented space.) **Name:** _____ **Phone:** _____

Email: _____ **Address:** _____

Is Renter in, or a Spouse/Dependent of, someone in Active Duty Military Service, including the Reserves? _____

If yes, list Commanding Officer's information: **Name:** _____ **Phone:** _____

Email: _____ **Military ID:** _____

Storage Facility: Candia **Rented Space No:** _____ **Rented Space Size:** _____ (Note: Size is Approximate)

Rate: \$ _____ **Rental Start Date:** _____

Is Renter storing a vehicle (motor vehicle, motorcycle, watercraft, trailer, recreational vehicle, or any titled item)? _____

If "yes," complete Addendum "B."

- Renter agrees to pay, at move-in, a one-time, non-refundable Administrative Fee in the amount of \$35.00.
- Rent is due each month on the first day of the month in advance without demand or invoice.
- This Rental Agreement contains a limit on the value of property stored in the Rented Space, pursuant to RSA 451-C:4(d), this limit is deemed to be the maximum value of the property stored in that Rented Space and the maximum liability of the Owner for any claim. See Section 9 of this agreement.
- If there are any lienholders or security interests in any property (including vehicles) to be stored in the Rented Space or the Facility, the Renter may complete Addendum A to disclose such lienholders.

IMPORTANT - NOTICE OF LIEN: NH RSA 451-C:4 GIVES THE OWNER OF A SELF-SERVICE STORAGE FACILITY A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH RENTED SPACE FOR RENT, FEES, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE.

304 Raymond LLC, dba 603 Self-Storage, hereinafter "Owner", rents to "Renter," and Renter accepts, the Rented Space indicated at the self-service storage facility listed above pursuant to the following terms and conditions:

1. **TERM/RENT:** This is a month-to-month agreement, commencing on the date the Renter places items in the Rented Space or the date of this Rental Agreement, whichever is earlier and shall continue month to month thereafter. Rent for the first month shall be prorated for the calendar month and shall be due upon execution. Rent for all other months is due on the first day of each month, unless other arrangements have been made with the Owner. Owner reserves the right to require that Rent and other charges be paid by credit card, debit card or prepaid card. No cash, checks or money orders will be accepted. Owner may change Rent, any Additional Rent, or other charges by giving Renter 30 day's written notice, in advance, at the last known good mailing or email address. **Change of address:** Renter must provide mailing and email address changes to Owner in writing. The new rent shall become effective on the next date Rent is due. If Renter has made advanced Rent payments, new Rent will be charged upon the exhaustion of the prepaid Rent.
2. **LATE CHARGES AND OTHER FEES:** A late fee may be charged by the Owner for each service period that the Renter does not pay rent when due. Renter agrees to pay Owner the following late fees: \$5 at 5 days late; \$10 at 15 days late; \$15 at 32 days late.

At 45 days late, a \$100 Auction Fee will be applied to the Renter's account. Renter agrees to pay Owner all bank charges for any dishonored checks, declined or disputed credit card charges, or other fees assessed against Owner as a result of a declined payment. Other fees that may be applied are as follows; \$25 Cut Lock Fee; \$25 New Lock Fee; \$25 Unreturned Overlock Fee; \$100 minimum disposal charge for items left in Rented Space or on Facility Property after Termination of Rental Agreement. These fees are considered Additional Rent and are to compensate Owner for labor and other costs of collection. In the event of Default, Renter agrees to pay all collections and lien costs incurred by Owner.

3. **DEFAULT, OWNER'S REMEDIES AND LIENS: Property stored in the Rented Space may be sold to satisfy the lien if the Renter is in Default.** Time is of the essence in the performance of this Rental Agreement and in the payment of each and every installment of any Rent or any other charges to be paid in accordance with this Rental Agreement. If any such rent or other charges shall be due and unpaid or if Renter shall fail or refuse to perform any of the covenants, conditions, or terms of this Rental Agreement, and if such default continues for more than five (5) days, Owner, at its option, may (a) terminate Renter's right to use the Rented space; (b) double lock (overlock) the Rented Space or otherwise deny Renter access to the Rented Space and/or Facility. If Default continues past 30 days, Owner, at its option may (a) remove Renter's lock and enter the Rented Space for the purpose of taking pictures of the personal property stored therein; (b) enforce Owner's lien by selling the personal property at a public sale in accordance with NH RSA:451:C and apply the net proceeds from such sale to the payment of all sums due to Owner from Renter hereunder at such public sale and exercising other right or remedy provided by law or equity. A notice of sale shall be served upon the Renter by verified mail at Renter's last known address, no less than 14 days before the sale, stating the time and place of sale, the Personal Property to be sold, and the amount of the rent, charges, fees, or expenses owed. The sale of the Personal Property may occur at the Facility or online through a publicly accessible website normally engaged in the business of lien sales. If the proceeds of the sale are not sufficient to satisfy the Renter's outstanding obligations to the Owner, the Renter remains liable to the Owner for such deficiency. It is the responsibility of the Renter to notify Owner of any change of address in writing during this Rental Agreement. In the event of a sale as provided in this Rental Agreement, it is further understood that the date of such sale shall constitute the date of the termination of this Rental Agreement. In the event this Rental Agreement is terminated for breach of any obligation of Renter, Renter shall remain liable for the payment to Owner of all accrued and unpaid rent charges and all other charges due to Owner hereunder at the time of termination of this Rental Agreement. Rent and other charges shall continue to accrue after overlock, until the Rented Space contents are sold. An overlock or lock removal shall not be deemed an election of remedies by Owner and shall not constitute Owner taking possession of, or a bailment over, the Personal Property, or to terminate the obligation to pay rent or other charges under this Rental Agreement. After removing the lock, in accordance with RSA 451-C:11, the Owner reasonably determines that the Personal Property has a value of less than \$500.00 in Owner's best professional opinion, the Owner may, in lieu of sale, dispose of the stored Personal Property, without liability to any person. **The Owner may immediately deny the Renter and all others access to the Rented Space and the Self-Service Storage Facility, if the Owner reasonably suspects that the Rented Space is being used for Residential or other unlawful purposes. IMPORTANT NOTICE: A Renter who purposefully, or knowingly accesses a Rented Space or removes property from a Rented Space, after being denied access in accordance with RSA 451-C:6, may be prosecuted under RSA 635:2 and RSA 638:9.**
4. **TERMINATION BY RENTER:** Written notice must be given, in advance, by Renter to Owner for the Renter to terminate this tenancy. Owner does not prorate Rent except on move-in, if applicable. In order for this agreement to be considered terminated by Renter, Renter must leave Rented Space completely empty of all goods, in broom clean and in good condition and must remove Renter's lock. **A Rented Space with lock in place will continue to incur Rent.** Renter agrees that Owner may dispose of any personal property left in the Rented Space or on the facility by Renter after Renter has terminated tenancy. Renter is financially responsible for paying all costs incurred by Owner of such disposal. Renter is financially responsible for all damages to the Rented Space and the Facility.
5. **TERMINATION BY OWNER:** Owner reserves the right to terminate Rental Agreement for cause or convenience. Renter hereby acknowledges the month to month nature of this Rental Agreement, and that Owner has no obligation to renew Rental Agreement. Notice must be given, in advance, by Owner to Renter for the Owner to terminate this tenancy. If Rental Agreement is terminated by Owner, Renter agrees to remove all personal property from Rented Space and Facility within 10 days. Renter further agrees that Owner may dispose of any personal property left in Rented Space or Facility beyond 10 days after termination. Renter is financially responsible for all damages to the Rented Space and the Facility.
6. **RENTER ACCESS:** Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, limiting use of gate (if applicable), or the temporary closure of all or portions of Facility for repairs, maintenance, health/safety issues, weather, evacuations, power outages, or police/fire activity, and system failures. Owner may change the times and methods of access to the Facility. In the event of an emergency at or around the Facility, Owner may require Renter enter only when escorted by Owner's employees or agents. Owner shall also deny access in the event of default.
7. **USE OF RENTED SPACE:** The Rented space shall be used only for storage of Personal Property owned by Renter, or which Renter has permission to store, and for no other purpose. It is expressly agreed that Owner is under no duty to maintain any records of the Personal Property so stored in the Rented Space. Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Renter is required to keep Rented Space locked using one customer lock, and **only one** lock, per door. The Renter's Lock must be a High Security Lock with no exposed shackle. Owner shall **not** retain a key to Renter's lock. If Renter loses the key to their lock, Renter must contact Owner, as the Owner is the only one that is permitted to cut the lock off Rented Space. Under **NO CIRCUMSTANCE**, is the Renter allowed to cut or grind a lock off Rented Space. The Renter will be responsible for all damage to the Rented Space for removal of the lock. A fee will be charged to cut and/or replace a lock. If Owner finds an occupied Rented Space without a lock or incorrectly locked, or if a lock is removed for an inventory or sale, Owner will notify Renter, and Owner may, but is not required to, lock the Rented Space with Owner's lock, at Renter's expense. The description of the Rented Space is for identification purposes only, there shall

be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the entirety of the Space not by the square foot. **The Renter rents the Rented Space “as is, where is” and no special permissions or allowances are given. Renter hereby acknowledges and agrees that Owner is not a public warehouseman as defined in RSA Title 31 Chapter 348 and no bailment of stored property is intended or implied.**

8. **PROHIBITED ITEMS: The Owner may immediately deny the Renter and all others access to the Rented Space and the Self-Service Storage Facility if the Owner reasonably suspects that the Rented Space is being used for residential or other unlawful purposes.** Renter shall not use the Rented Space or Facility for the use or storage of any food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items, items which deteriorate, fireworks, contraband or illegal substances; items which are volatile, or which are hazardous when exposed to moisture, or which burn with extreme rapidity, or which when burning or subjected to heat produce toxic fumes or gases in quantities and under conditions dangerous to the safety or health of any person, or for any unlawful purpose of any kind. Renter shall not store any Personal Property that includes combustible dust, explosive gases, flammable and combustible solids, flammable liquids, poisonous, corrosive or fumes or hazardous substances described below. Renter shall not engage in any activity in the Rented Space which produces such prohibited materials. Renter shall not use the Rented Space for any unlawful purpose, for the operation of any commercial, industrial, manufacturing or distribution business nor conduct any sale or flea market from the Rented Space or at the Facility. These prohibited items include, but are not limited to, the following:
- a. **ANY ITEM PROHIBITED BY LAW OR ORDINANCE.** Renter shall not store in the Rented Space any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary, Police or Fire Departments or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Rented Space. Further, Renter shall not use or allow the Rented Space or Facility to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term “release” shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, (“CERCLA”). The term “hazardous substance” means:
 - i. Any substance defined as a “hazardous substance” under CERCLA;
 - ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
 - iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation, nor use the Rented Space for the conduct of any business or for any human or animal habitation.
 - b. **FOOD, PERISHABLE GOODS.** Renter shall not store any food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Rented Space.
 - c. **GAS POWERED ITEMS:** Renter shall not use the Rented Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries (in excess), or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Rented Space and in such case shall store the item with a drip pan or absorbent pad designed to absorb petroleum products under the stored item to retain any leaking fluids and no propane may be stored in the Rented Space including canisters. A Vehicle Storage Addendum must be completed and executed by Renter for any titled vehicle stored in the Rented Space.
 - d. **OCCUPANCY: Renter shall not live or sleep in the Rented space, or at the Facility. If Renter is found or suspected of living in the Rented Space, Renter will be immediately notified of their eviction.** Renter shall not keep or store any animal in the Rented Space or Facility. Any animals Renter brings to the Facility when Renter visits, shall remain in Renter’s vehicle at all times.
 - e. **PROPER USE:** Renter shall use the Rented Space for storage of Personal Property only and shall not use the Rented Space for any manufacturing, industrial, welding, or distribution operation. Renter shall not use the Rented Space for any exhibit, display, rehearsal, or for any purpose which would bring an audience to Facility.
 - f. **SENTIMENTAL OR EMOTIONAL PERSONAL PROPERTY:** Renter shall not store any Personal Property which is an antique, collectible, or is irreplaceable, and shall not store anything with sentimental or emotional value (and Renter waives all claims for sentimental or emotional attachment) and shall not store anything which would be damaged by fluctuation in temperature in the Rented Space.
9. **LIMIT ON THE VALUE OF PERSONAL PROPERTY STORED: Renter agrees not to store Personal Property in the Rented Space with a total value in excess of Five Thousand Dollars (\$5,000.00) without the prior written permission of Owner.** If such written permission is not obtained, the value of Personal Property shall be deemed never to exceed Five Thousand Dollars (\$5,000.00). The Rented Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value or objects which have a special, sentimental, or emotional value to Renter. By this Rental Agreement, Owner is generally not liable for the loss of Renter’s Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, Renter agrees that Owner’s liability shall not exceed Five Thousand Dollars (\$5,000.00). This provision shall not constitute an admission that Renter’s Personal Property has any value whatsoever. In no event will Owner or Owner’s agents be liable to Renter or Renter’s agents for an amount in excess of Five Thousand Dollars (\$5,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner’s agents. Renter will not sue Owner or Owner’s agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision.

10. **INSURANCE:** The Personal Property stored in the Rented Space is NOT insured by the Owner against loss or damage. It is highly recommended that Renter, at Renter's expense, maintain insurance against loss or damage to Renter's Personal Property in an amount at least equal to the actual cash value of such Personal Property for fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Failure to carry insurance shall result in the Renter assuming all risk of loss (being self-insured) for loss or damage to Renter's Personal Property.
11. **RELEASE OF OWNER'S LIABILITY:** All Personal Property stored within or upon the Rented Space by Renter shall be at Renter's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any Personal Property in the Rented Space or at the Self-Service Storage Facility arising from any cause whatsoever. Owner and Owner's agents and employees shall not be liable to Renter for injury or death as a result of Renter's use of the Rented Space or the Self- Service Storage Facility.
12. **INDEMNITY:** Renter agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Renter's and Renter's guests or invitee's use of the Rented Space and the Self-Service Storage Facility, including claims for Owner's active negligence.
13. **RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the Facility and to add or modify rules and regulations for the safety, care and cleanliness of the Rented Space or the preservation of good order on the Facility. The Rules and Regulations are incorporated into this Rental Agreement as if re-written. Renter agrees to follow all Rules and Regulations now in effect or that may be put into effect from time to time. Any change to the Rules and Regulations may be made by: posting a copy of the revised Rules and Regulations on Facility's website or at Facility's office, or at the gate or entrance to the Facility. Any changes to the Rules and Regulations shall be in full force and effect 30 days after notice from Owner.
14. **NO SUBLETTING:** Renter shall not assign or sublease the Rented Space at any time.
15. **OWNER'S RIGHT TO ENTER:** Pursuant to RSA 451-C:3, the Renter hereby agrees that the Owner has the right to enter the Rented Space, without notice to the Renter, in an event of an Emergency or to provide services that are reasonably necessary, or for inspection of the Rented Space, it's use, or its contents. Renter also agrees that Owner has the right to allow access to the Rented Space to agents and representatives of any governmental or quasi-governmental authority, including police and fire officials, without notice to Renter, to take such action as may be necessary to preserve Owner's personal property in the event of an emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any occurrence or circumstance at or near a Rented Space at a Self-Service Storage Facility that requires prompt action to avoid injury to persons or damage to property at or near the Rented Space at the Self-Service Storage Facility.
16. **SECURITY TYPE SYSTEMS:** Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter. These security Type systems may include; gate codes, cameras, lighting, and/or alarms. Renter acknowledges that these measures are for the protection of the Owner's Facility as a whole and not the individual Rented Space or for protection of the Renter.
17. **WAIVER OF JURY TRIAL:** Owner and Renter waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Owner against Renter, or Renter against Owner, or Owner's agents or employees, on any matter arising out of, or in any way connected with this Rental Agreement, Renter's use of the Rented Space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Renter on behalf of any of Renter's agents, guests or invitees.
18. **WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION LITIGATION:** Renter agrees that any action brought by Renter against the Facility and its Owner shall be brought only on an individual basis. Renter waives all rights to participate as a Plaintiff or member of a class action lawsuit against Owner.
19. **NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be emailed to the last known email address provided by Renter and shall be conclusively presumed to have been received by Renter one (1) business day upon emailing. Default notices may be emailed, and/or texted, and/or sent via Verified mail to Renter, at the last known mailing and/or email address. **Renter hereby gives Owner, or Owner's agents, permission to send sms text messages and electronic mail (e-mail) to the Renter, with content relevant to the tenancy created herein.** All notices from Renter to Owner shall be emailed to 603Storage@gmail.com or mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement.
20. **NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the Rented Space for Renter's intended use. Owner disclaims and Renter waives any implied warranties of suitability or fitness for a particular use.
21. **PEST CONTROL:** Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. The only extermination provided by Owner, if at all, is in common areas of the Facility.
22. **NO ORAL AGREEMENTS:** This Rental Agreement contains the entire agreement between Owner and Renter; and no oral agreements shall be of any effect whatsoever. Renter acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Rented Space for the storage of Renter's Personal Property, and that Renter has made his own determination of such matters solely from inspection of the Rented Space and the Facility. Renter agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this Rental Agreement.
23. **AGREEMENT TO MEDIATE:** Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, dispose of Personal Property, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between

or involving Owner and Renter, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Renter located within 15 miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

- 24. **SUCCESSION:** All provisions of this Rental Agreement shall apply to and be binding upon all successors in interest or assigns or representatives of the parties hereto.
- 25. **ENFORCEMENT:** If any part of this Rental Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this Rental Agreement will be valid and enforceable.
- 26. **NOTICE TO RENTER:** Do not sign this Rental Agreement before you read it and fully understand the covenants and conditions contained herein. Renter is entitled to a signed copy of the Rental Agreement. **Only one Renter is allowed per Rental Agreement.**

IN TESTIMONY WHEREOF, RENTER HAS HEREUNTO AFFIXED HIS/HER SIGNATURE ON THE DATE AND YEAR INDICATED BELOW. RENTER ACKNOWLEDGES THEY HAVE READ THIS RENTAL AGREEMENT IN ITS ENTIREITY AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, AND HAS RECEIVED A COPY OF THIS AGREEMENT, WHICH IS FIVE (5) PAGES LONG.

Renter Signature

Date Signed

Owner or Authorized Agent Signature

Date Signed

Printed Name: _____

ADDENDUM A- LIENHOLDERS:

Please list all lienholders or security interests in any property to be stored in the Rented Space or the Facility. List the lien-holder's address, property liened and the amount of lien.

 Lien Holder Address of Lien Holder Property Liened Amount of Lien

 Lien Holder Address of Lien Holder Property Liened Amount of Lien

 Lien Holder Address of Lien Holder Property Liened Amount of Lien

 Lien Holder Address of Lien Holder Property Liened Amount of Lien

