

STORAGE SPACE AND RENTAL AGREEMENT UNIT # _____

THIS RENTAL AGREEMENT, made and entered into by McAloon Storage hereinafter referred to as "Landlord" and

_____ of hereinafter referred to as "Tenant",

WITNESSETH: Inconsideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby rents to Tenant, and Tenant hereby takes from Landlord, Storage Unit _____ in the building known as McAloon Storage, 24126 US Route 26, Alexandria Bay, NY 13607, and being hereinafter known as "premises", for a term of month to month, beginning the _____ day of _____ 201_. Tenant shall pay as rental for the premises the sum of \$ _____ monthly. The Landlord acknowledges the sum of \$ _____ as the first month's rent and the sum of \$ _____ as a security. This Rental agreement shall be a month-to-month lease, but shall be automatically extended as to Tenant to cover each succeeding month unless Tenant delivers to Landlord a written notice of its intention to terminate the Agreement at least ten (10) days prior to the due date of the rental payment which Tenant desires to be the final date of this Agreement. In the event of the default, any unused prepaid rent and/or Security Deposit shall constitute liquidated damages. This rental Agreement is made and entered into upon condition and covenants as follows.

1. **Rental Payment:** Tenant shall pay rent, in advance, for each month due on the first day of each month. If rent is not received by the tenth of each month, a \$ _____ late charge will be added.

Tenant shall quietly deliver the premises on the day of the expiration of this lease in as good condition as the same were in when received, reasonable wear and tear thereof expected.

2. **Use:** The premises may be used and occupied only for the purpose of storing personal property and for no other purpose or purpose without the prior written consent of the Landlord. Tenant shall not, without the Landlord's prior written consent, keep anything within the premises, or use the premises for any purpose which increases insurance premium costs, or invalidates any insurance policy carried on the premises, or on other parts of the building in which the premises are located (the "building"); or for any illegal purpose or in any manner which violates any zoning regulation or ordinance. All property kept, stored, or maintained within the premises is at TENANT'S SOLE RISK.

3. **Insurance and Indemnity:** Any insurance which may be carried by Landlord and Tenant against any loss or damage to the building or its contents and other improvements situated on the premises shall be for the sole benefit of the party carrying such insurance and under its control. Each party hereby waives its right of subrogation against the other party. Landlord shall not be liable to Tenant or any other person on the premises for any loss or damage to Tenant, its employees, agents or guests, to the personal property of the tenant or such other person caused by any acts of negligence whatsoever, or due to any building on the premises or its appurtenances, being improperly constructed or being or becoming out of repair and tenant hereby agrees to indemnify Landlord and hold it harmless from any loss, expense, and claims arising out of such damage or injury; nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the act or omission of other Tenants of the demised premises or any other person whatsoever. Tenant further agrees to indemnify and hold Landlord harmless from and against any damage caused by any act or omission by Tenant, its employees or agents caused by Tenants use of the premises.

4. **Default:** On failure to pay the rent in advance as aforesaid or to comply with any of the foregoing obligations or in violation of any of the covenants herein, the Landlord may immediately terminate this Agreement at Landlord's discretion by giving notice of termination to Tenant at the above address and Landlord or Landlord's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises, and to enforce any remedies legally available.

Failure by Landlord to enforce one or more of the remedies herein provided for in the event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions or covenants herein contained. Further, Tenant agrees to pay ALL EXPENSES Landlord incurs, including ATTORNEY FEES, to collect past due rent or other charges authorized by this Agreement.

a. THE LANDLORD SHALL HAVE A LIEN ON ALL THE TENANT'S PERSONAL PROPERTY STORED WITHIN THE LEASED PREMISES OR SPACE FOR RENT, LABOR OR OTHER CHARGES, AND EXPENSES REASONABLY INCURRED IN ITS SALE, AND THE TENANT PERSONAL PROPERTY STORED IN THE LEASED PREMISES OR SPACE MAY BE SOLD BY LANDLORD TO SATISFY LIEN IF THE TENANT IS IN DEFAULT, PURSUANT TO ALL LEGAL REMEDIES.

5. **COMPLIANCE WITH THE LAW:** Tenant shall not store in the premises any items which shall be in violation of any order or requirement composed by the Board of Health, or by Sanitary, Sheriff or Police Departments or any other governmental agency, or do by any act to cause to be done any act which creates a nuisance in or upon or connected with said premises because of Tenant's use during said term.

6. **Landlord's Lien:** In addition to the statutory Landlord's lien, but not in lieu thereof, Landlord shall have at all times a valid, contractual lien for all rentals or other sums of money becoming due hereunder from Tenant upon all items situated in the premises. Upon default by Tenant, Landlord may enter upon leased premises and take possession of any items situated in the premises without liability for trespass or conversion, and sell the same without notice at public or private sale, at which Landlord or its assigners may be a purchaser.

7. **Notices:** Notice shall be in writing and shall be deemed to be delivered whether actually received or not on the part of the United States mail, postage fee paid, certified mail, addressed to the parties hereto at the respective addresses below their names.

8. **Cancellation by Landlord:** Landlord may cancel this lease any month by giving Tenant notice of such cancellation at least ten (10) days before the due date of the rental payment of each month. Provided that Tenant is not in default, the Landlord shall refund any prepaid and unapplied rental to Tenant.

9. **Landlord's Failure to give Possession:** Landlord shall not be liable for damages to Tenant for Failure to deliver possession of the premises to Tenant at the commencement of the term if such failure is due to no fault of Landlord, or the failure of the construction of the premises to be completed. Landlord will use its best efforts to give possession to Tenant at beginning of the term. If failure to do so is caused by act of previous Tenant holding over, Landlord will use all means at it's command to oust such Tenant and Landlord agrees to transfer to Tenant the right to prosecute in his own name any cause of action which Landlord may have against Tenant holding over, Tenant to hold for himself any recovery in such action, except for any amounts due to Landlord as rent.

10. **Mortgagee's Rights:** Tenant's rights shall be subject to any bona tide mortgage, conditional sales contract, bill of sale to secure debt which is now or hereafter to be placed upon the premises or other property by Landlord.

II. **Holding Over:** If Tenant shall remain or continue to be in possession of the premises or any part thereof after the termination of this lease, Landlord shall, at it's option, upon notifying Tenant of such intention, have the right to charge Tenant as liquidated damages for the time such possession is held a sum equal to twice the amount of rental rate for the premises for such period.

12. **Cleaning Premises:** Upon vacating the premises Tenant agrees to clean the premises thoroughly or to pay Landlord for the cleaning necessary to restore the premises to its condition when Lessee's possession commences, natural wear and tear expected regardless of whether the Security Deposit has been forfeited.

13. **No Estate in Land Assignment:** This rental agreement shall in no event be construed as a conveyance by Landlord as an Estate in land and Tenant shall have no right to assign this Agreement or sublet the premises.

IN WITNESS WHEREOF, the parties here to have executed this Agreement. This the _____ day of _____ 201__

Mail Payments to:
McAloon Storage
2 Crestwood Drive
Alexandria Bay, New York 13607

By: Daniel McAloon
315-482-2700

Tenant

Address

City, State, Zip Code

Phone Number: