

RYDER STORAGE OCCUPANCY AGREEMENT

Facility Location: 8671 State Route 104, Hannibal, NY 13074 / Phone: 315-396-5932 / Web Site: RyderStorage.com

Occupant Name: _____ Lease Start Date: ____/____/____

Address: _____ City _____ State _____ Zip _____

Phone Number _____ E-Mail _____

Authorized Secondary Contact: _____ Phone: _____

Unit # _____ Size _____ X _____ Monthly Rent Amount \$ _____

1. TERM AND RENT

Tenancy: This is a **month-to-month** occupancy agreement that automatically extends each month.

Monthly Rent: Rent is due in advance on the **1st day** of each month.

Rent Increases: The Owner reserves the right to increase the monthly rent by providing thirty (30) days' written notice to the Occupant.

No Invoicing: The Owner does not send monthly bills; it is the Occupant's responsibility to pay on time.

2. FEES

Late Fees: If rent is not received by the **5th of the month**, a late charge of **\$10** will be applied.

Notice of Late Payment: **\$10** fee for each "Past Due Notice" sent via first-class mail. These are typically mailed on or around the 20th of each month.

Notice of Lien: **\$25** fee for each "Notice of Lien" sent via certified mail. Notice is sent when rent is past due over 45 days.

Lien Processing Fee: **\$50** will be assessed once the lien processing has officially started, which occurs approximately 20 days after the "Notice of Lien" is sent.

Returned Check: Returned checks will incur a **\$30** fee. Late fees and notice fees will be charged from original due date.

Additional Rent: All late fees, notice fees, lien processing fees and other charges set forth in this Agreement are deemed "additional Rent" and shall be due and payable as such.

3. USE OF THE UNIT

Storage Only: The unit is for personal property storage only.

Services: The Owner does not provide any custodial services. Owner will not handle, move, or "care for" your goods.

Prohibited Activities: Living or sleeping in the unit is strictly prohibited. The unit may not be used to conduct business, for car repairs, or for any dangerous activity.

Prohibited Items: Occupant shall not store hazardous, toxic, explosive, flammable, or illegal materials. No food, beverages, or edible items that may attract pests are allowed.

Condition: Occupant must maintain the unit in good repair and return it "broom clean" upon move-out. No dumpster is available on-site for Occupant use.

4. VALUE AND INSURANCE

Maximum Value: The total value of all stored property shall not exceed \$5,000 unless approved in writing by the Owner.

Insurance Requirement: The Owner does not provide insurance for the Occupant's property. All property is stored at the Occupant's sole risk.

Recommendation: Ryder Storage strongly recommends renters insurance.

5. RELEASE OF LIABILITY

General: The Owner is not liable for loss or damage caused by fire, theft, water, pests, third parties, or "Acts of God," except in cases of Owner's gross negligence. Occupant agrees to indemnify and hold the Owner harmless from claims resulting from the acts of other persons

By initialing this page, Occupant acknowledges having read and understood the material terms and disclosures on this page. **Occupant Initials:** _____

6. NO TRESPASSING AND FACILITY ACCESS

Locks: The Occupant is responsible for their unit lock. The Owner will not have access to the unit or any keys for the lock. The Occupant is only allowed to place one lock on their unit. Any additional locks on the unit may be cut off by the Owner to allow for a manager lock if necessary.

Authorized Access: The Occupant may access the facility at any time, provided they are actively using the unit for its intended storage purpose.

Loitering Prohibited: Occupants may not loiter at the facility, park their vehicle without active unit use, or otherwise wait or park on the premises.

Termination for Violation: Any violation of these access and loitering policies will result in the immediate termination of this occupancy agreement.

Snow Removal: The Owner is responsible for snow plowing in common areas within a reasonable time after snowfall ends. The Occupant is responsible for clearing snow and ice from their unit door.

7. OWNER'S LIEN AND DEFAULT

Statutory Lien: PURSUANT TO ARTICLE 8 OF THE NEW YORK LIEN LAW (SECTION 182), THE OWNER HAS A STATUTORY LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE UNIT FOR RENT, LABOR, OR OTHER CHARGES.

Right to Lien Fees: Owners right to a lien for Rent includes a lien for all such Additional Rent. Occupant acknowledges that late payment of Rent will cause the Owner to incur additional costs not contemplated by this Agreement. Therefor the parties agree that these fees represent a fair and reasonable estimate of the costs the Owner will incur.

Enforcement: Stored property may be sold to satisfy the lien if the Occupant is in default.

Default: Occupant shall be in default if the Occupant fails to pay Rent or any other charge due under this agreement or fails to comply with any other term or condition of this Agreement.

Default Remedies: If rent is not paid by the 5th, the Owner may place a lock on the unit and commence the statutory lien enforcement process.

Unit lockout : If the Owner places a lock on your unit, it may take up to 48 hours to remove the lock after the payment is processed by the Owner.

Owner Rights: The Owner may terminate this agreement, enter the unit, and dispose of contents as provided by law. The Owner may also recover rent payments for the balance of the term as well as any past due rents and fees.

Legal Costs: In the event of litigation, the Occupant shall pay the Owner's reasonable attorney's fees and court costs.

8. CONDITION AND ASSIGNMENT

Inspection: Occupant has inspected the unit and surrounding areas and found them to be in satisfactory condition.

Warranties: Owner has made no warranty as to the condition of the unit and shall not be liable for any defects therein.

Assignment: Occupant may not assign this agreement or give any other person the right to use the unit.

General Provision: All rights granted to Owner under this agreement may be exercised by the Owner or Owner's authorized manager or agent.

9. TERMINATION AND PAYMENTS

Notice to Vacate: Occupant must provide at least fifteen (15) days written notice before the end of the month.

Payment Methods: Payments can be made via **Cash, Credit Card, or Check.**

Online: RyderStorage.com,

Mail: Ryder Storage, PO BOX 31, Hannibal, NY 13074

Drop box: Available on-site at office.

Paid Today: \$ _____ **Payment Date:** \$ _____ **Next Payment Due:** ____/____/____

SIGNATURE: I understand that by signing this agreement, I agree to all specifics listed above and acknowledge receiving a copy of this agreement.

Occupant Print Name: _____

Signature: _____ **Date:** ____/____/____