

# Storage Rental Agreement

## Hubbardston Storage Units

This Storage Rental Agreement (the “Agreement”) shall be immediately effective on the day and time in which checkout is completed (the “Effective Date”), by and between Hubbardston Storage Units LLC (the “Owner”), located at 306 Russell Street, Hubbardston, Michigan, and the named customer for the transaction (the “Tenant”).

Owner hereby grants Tenant use of their storage unit, pursuant to the terms and conditions of this Agreement:

### **Term**

Tenant agrees to rent the requested storage unit located at Hubbardston Storage Units, 306 W. Russell St, Hubbardston, MI 48845 (the “Premises”) on a month-to-month basis beginning on the Effective Date, as defined above. This Agreement shall remain in full effect until canceled by either party, according to the provisions in the Termination section herein.

### **Rent**

The Tenant consents to automatic monthly charges to their credit or debit card on file in their customer account profile on Owner’s website for the amount in US dollars indicated at checkout for the advance rental of the storage unit, on or around the same day of the month from the Effective Date of this agreement. Tenant understands that rent must be paid in full each month via credit or debit card and that the Owner does not accept partial or cash payments.

In the event of a failed payment (due to card expiration, card deletion, suspected fraud, etc.), the Tenant will be notified by email and have a 14-day grace period to complete payment successfully. If successful payment is not received within this grace period, Tenant’s rental plan will be terminated. Tenant will then be required to purchase a new rental plan or proceed to remove their property from the Premises, as detailed in the Termination section below.

Owner reserves the right to change the monthly rental rate from that which is charged initially on the Effective Date and agrees to give Tenant 30 days advance notice, should the monthly payment amount need to be adjusted.

### **Use of Premises**

Tenant agrees to adhere by the following rules:

- Storage unit shall not be used as a dwelling, place of business, workspace, or for any purposes other than storage of personal property.
- Storage unit shall not be assigned to, shared with, or subleased to another party unless named on the rental form at checkout as Tenant or other authorized occupant.
- No storage of live animals or perishable goods inside the storage unit.
- In the event electrical outlets are available in the storage unit, the use of electricity for refrigerators, freezers, or other appliances is not permitted.

- No storage or disposal of anything outside of the storage unit provided.
- Hazardous materials or dangerous items, including but not limited to those of a flammable or explosive nature are not permitted on the Premises.
- No disturbances of peace, including loud music, vulgar language, fighting, loitering, or other nuisance behaviors.
- No usage of alcohol, tobacco, marijuana, or other mind-altering drugs on the Premises.
- Illegal activities, items, materials, or substances are prohibited on the Premises at all times.

Owner reserves the right to enter the unit without notice for examination if misuse is reasonably suspected, to cooperate with a law enforcement investigation, or in the event that emergency structural/mechanical repairs are required. Additionally, Tenant authorizes Owner to release any personal information regarding Tenant or authorized occupant(s) as required by law enforcement, courts, or other governmental authorities and agencies.

Violation of any of these rules may result in the Owner providing a warning of noncompliance, requesting Tenant remedy the situation, revoking Tenant's access to the Premises, and/or cancellation of the storage rental per the Termination section below.

### **Maintenance and Damage**

The Tenant will keep the unit rented in clean, sanitary, and well-kept condition at all times during the Term of this Agreement. Tenant agrees to promptly advise Owner if the Premises are in need of any maintenance or repair and should not make any alterations or improvements without Owner's prior consent.

Owner agrees to give 24 hours notice to Tenant prior to making any necessary repairs or performing periodic maintenance on the storage unit. Should relocation of contents be necessary, Tenant agrees to move or allow Owner to move property to another space for continued storage.

Tenant agrees to be held solely responsible for any damages or depreciation of the storage unit beyond normal wear and tear from ordinary use and exposure over time, and commits to pay for all costs necessary to restore the space to its initial condition as of the Effective Date of this Agreement.

### **Security and Liability**

Security measures taken by the Owner are limited to assigning the Tenant a unique gate access code and having the Premises under continuous video surveillance. Tenant is responsible for providing their own lock deemed suitable to secure their individual storage unit, and should supply Owner with the combination or a copy of the key to have on file to avoid having it cut off should an event or need arise that requires the Owner to exercise their right to access without notice.

Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

The Tenant understands that all property stored inside the unit is entirely at their own risk and their possessions will be their sole responsibility. The Owner does not assume or imply responsibility for the Tenant's property at any time and will not be liable for any loss or damages that may incur from the items being stored on the property arising from any cause whatsoever, including, but not limited to, larceny, fire, water damage, mold, rodents, insects Acts of God, active or passive acts, omissions, or negligence of the Owner, and all associated owners, agents, and employees.

Owner is not responsible for carrying any insurance covering Tenant's possessions. Tenant should, at his or her own expense, obtain insurance for the possessions stored at the Premises.

Tenant releases Owner from any claim of injury resulting from any casualty on the Premises. Tenant accepts full responsibility for any and all personal injuries, up to and including death, and any other damages that may occur during use of the storage space, regardless of the reason. Further, Tenant agrees that Owner, and all associated owners, agents, and employees, be held harmless for any and all injuries and damages occurring inside or outside of the Premises.

Owner assumes no liability and does not make any warranties relating to the privacy of personal or financial information while it is transmitted over the Internet or the accessibility of every portion of the Owner's website without issue. Tenant agrees that Owner will not be liable for any damages or claims that may arise from their use of or inability to use the website service.

## **Termination**

Either party may request the immediate termination of this agreement at any time by providing notice to the other party. Official notification must be in written form and either sent by email, text message, postal mail, or hand delivery to the responding party.

If Tenant initiates cancellation of this Agreement, they shall have 24 hours from their requested cancellation date to remove all property from the unit being rented. Upon vacating, Tenant must empty the unit, leave it in clean condition, and remove their lock from the door. If additional cleaning services are required of the Owner, associated costs will be at Tenant's expense. Any property remaining in the unit after 24 hours has passed shall become the property of the Owner and may be disposed of or sold at a public sale. Tenant is responsible for all rent and other incurred charges up until the unit is fully vacated and restored to a proper condition for future rental. No refunds will be automatically applied upon cancellation or vacation of the Premises, but at Tenant's request, a prorated refund for any remainder of funds, adjusted for the portion of the month the rental unit was in use and any additional charges, may be available at the Owner's discretion.

If Owner cancels this Agreement due to Tenant's failure to make a required payment within the 14-day grace period, as explained above in the stipulations for Rent, misuse of the storage unit, as outlined in the rules for Use of the Premises, or any other breach of this Agreement, Tenant will have 24 hours to vacate the unit before access is denied. Tenant must empty the unit, leave it in clean condition, and remove their lock from the door. If additional cleaning services are required of the Owner, associated costs will be at Tenant's expense. Any property remaining after 24 hours has passed shall then become the property of the Owner and may be disposed of or sold at a public sale.

At the time of a failed or missed payment, Tenant will be notified by electronic mail of the amount due and the 14-day time period to update their account and provide successful payment to avoid the sale or other disposal of their property. The notice will be sent to the email address Tenant provided at checkout, which is stored in their customer account profile on Owner's website. In order to preserve their right to be notified, Tenant must keep their contact information up to date in their customer account profile. Also, Tenant should supply the name and contact information of another person who can reach them if they are unreachable, and Owner will attempt to notify that person and the Tenant by text, phone, or email, one final time prior to the sale or disposal of property stored in the unit.

Up to the time of scheduled sale or other disposal of personal property, the Tenant may pay their past due rent payment(s) in full and reimburse any reasonable Owner expenses incurred to redeem their personal property. Upon receipt of the redemption amount, the Owner shall return the personal property to the Tenant. If the Tenant fails to redeem the personal property or make payment for missed rent and expenses, the Tenant shall be considered to have unjustifiably abandoned their personal property and the Owner may resume possession of the storage unit.

A Tenant who is a service member who is transferred or deployed overseas on active duty for a period of 180 days or more may notify the owner of the transfer or deployment. The tenant shall provide written evidence of the transfer or deployment with the notice, in order to be exempt from these Termination provisions during their absence.

### **Amendment**

This Agreement is subject to modification, additions, deletions, or other alterations as deemed necessary by the Owner. If such amendment is made, Tenants will receive written notification of changes. If Tenant does not agree to the new terms of the amended storage rental agreement, they may choose to cancel their rental plan, according to the Termination provisions above.

### **Dispute Resolution**

This Agreement shall be governed by the laws of the State of Michigan. In the event that a dispute should arise that cannot be resolved between the Owner and Tenant, both parties agree to seek mediation prior to any legal proceedings taking place.

### **Severability**

Any article of this Agreement deemed invalid, unenforceable, illegal, or unfair by a court of law shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights as they relate to this Agreement, while all other terms and conditions in this Agreement will remain in full effect.

### **Waiver of Contractual Rights**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

## **Contact Information**

Should notice or other contact be necessary, the Owner to this Agreement may be reached as follows:

Hubbardston Storage Units

Contact: Nathan Smith, Owner

Phone: 616-902-2763

Email: hubbardstonstorageunits@gmail.com

Mailing Address: 1061 Woods Rd, Fenwick MI 48834

Tenant warrants that the information supplied on the rental form at checkout is true, accurate, and correct and understands that the Owner is relying on the validity of this information. Tenant agrees to promptly update their customer account profile and/or give prompt written notice to the Owner of any change in their or their alternative contact's information and/or named authorized occupant(s) that should be permitted to access the Premises.

## **Entire Agreement**

Aside from the language contained in this Agreement, there are no other promises, terms and conditions, or any other agreements, whether oral or written concerning the subject matter of this Agreement. This agreement supersedes any prior written or oral agreements between the parties.

## **Authorization**

By clicking on the required checkbox at checkout, Tenant understands they are providing a digital signature acknowledging that they have read, understood, and fully accepted the terms and conditions contained within this Agreement.