

# Ace Self Storage of Connecticut, LLC

315 Peck Street, New Haven CT 06513

Tel: 203-782-2231

Unit # \_\_\_\_\_

Access Code: \_\_\_\_\_

## Lease Agreement

Lease Start Date: \_\_\_\_\_ Occupant Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State Issued \_\_\_\_\_ Exp. Date \_\_\_\_\_

Credit Card # \_\_\_\_\_ Security Code \_\_\_\_\_ Expire Date: \_\_\_\_\_

X \_\_\_\_\_ Authorization for payment of Monthly Rent (and other charges EG: Unit Clean Out, Lock Cut Etc.) on RENT DUE DATE via Credit Card.

**RENT DUE DATE is the 5<sup>th</sup> of Each Month.**

Monthly Rent: \_\_\_\_\_ (Includes 6% CT Sales Tax)

Month Pro-Rate: \_\_\_\_\_ = Days in Month Remaining X (Monthly Rent / 30)

Admin Fee: \$ 20.00

Heavy Duty Lock: \$8.48 (Includes 6% CT Sales Tax)

Security Deposit: \_\_\_\_\_ = Full Months Rent

First Month Total: \_\_\_\_\_

**LOCATION AND MONTHLY RENT:** Ace Self Storage of Connecticut, LLC will permit Occupant to use the above storage space (the "Space") at 315 Peck Street New Haven CT 06513, beginning on the LEASE DATE, which is the effective date of this Agreement, and continuing month to month, which monthly term shall expire the day before the RENT DUE DATE. Occupancy on or after the RENT DUE DATE of a month automatically renews the Lease for that month. THE MONTHLY RENT IS DUE ON THE 5<sup>th</sup> of Each Month.

**I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

(Print Occupant / Business Name) \_\_\_\_\_

X<sub>(signature)</sub> \_\_\_\_\_ (date) \_\_\_\_\_

Ace Self Storage of CT, LLC

BY \_\_\_\_\_ (date) \_\_\_\_\_

**DATE AT THE CENTER OR OTHER LOCATION ADVISED BY ACE SELF STORAGE.** There are no rent prorations for partial month occupancy. Occupant has inspected Space and found it to be satisfactory. Except as specified in this Agreement, Occupant confirms that Ace Self Storage has made no promises about the condition of the Space or the Center, its safety or its security.

**OTHER CHARGES:** Monthly Rent not received at Ace Self Storage on or before the Rent Due Date of each month, will require Occupant to pay on demand and as mandatory charges: (a) \$15 for any month in which the Monthly Rent is ten (10) days late, (b) \$25 for any check that is returned uncollected, (c) \$75 for unit clean out and/or dumpster rental. Ace Self Storage may overlock Space on either of these incidents until corrected. In the event of a default by Occupant, Ace Self Storage has rights under the state Lien Law as described in the section of this Agreement, entitled Ace Self Storage Lien; Defaults; Remedies of Owner.

**SECURITY:** Occupant has deposited with Ace Self Storage a Security Deposit identified above to secure Occupant's faithful performance of all the terms of this Agreement. This Security Deposit or any unused balance shall be mailed to Occupant within thirty (30) days after Occupant surrenders the Space to Ace Self Storage, empty and broom-clean, less all charges for cleaning, repairing or otherwise preparing the Space to lease to others. Ace Self Storage may, at any time, withdraw amounts from the Security Deposit to compensate Ace Self Storage for the Monthly Rent or any other charges due and unpaid under this Agreement. Ace Self Storage use of the deposit will not prevent Ace Self Storage from pursuing any other legal remedies it may have against Occupant.

**USE:** The Space will be used only for the storage of Occupant's personal property. Occupant will not store any (a) animals or food; (b) inflammables, combustibles, or

explosive or other dangerous items; (c) Items which have an objectionable odor or which may spoil or decay; or (d) any hazardous waste or items that are hazardous. For fire protection purposes, Occupant will not store goods within 18 inches of the ceiling. Occupant will not (a) interfere with any other occupant; (b) use the Space or Ace Self Storage for any illegal purpose; (c) allow any other person to use the Space (d) deface, damage or alter the Space, or Ace Self Storage equipment; (e) use the Space for residential purposes, (f) use the Space for manufacturing or assembly purposes; (g) use the Space for the conduct of a business. Occupant will keep the Space locked with only one heavy-duty padlock and place the lock on the lower portion of the Space door latch. Occupant will comply with requirements of any governmental authority which apply.

**VALUE OF OCCUPANT'S PROPERTY, INSURANCE:** Ace Self Storage will not maintain any insurance on the contents of the Space, including fire and extended coverage, water damage, theft, vandalism and malicious mischief. If Occupant's personal property is lost or damaged by casualty or otherwise, Occupant will only make a claim against Occupant's insurer, if any. Under no circumstances will Occupant make a claim against Ace Self Storage. Occupant confirms that he/she has been advised of this insurance requirement and will be responsible for any loss in this regard. Occupant will either maintain insurance or be self-insured:

X \_\_\_\_\_

**RULES AND REGULATIONS; ACCESS BY ACE SELF STORAGE AND OCCUPANT:** Occupant will comply with the rules and regulations which include NO SMOKING made by Ace Self Storage and posted in the premises. Ace Self Storage has the right to change the rules and regulations and hours of operation by posting said changes at the Ace Self Storage Location. A violation by the Occupant of any of the rules and regulations shall be deemed a breach of this Agreement. Occupant grants Ace Self Storage, Ace Self Storage's agents, or representatives of any governmental authority access to the Space upon 3 days after a written notice to Occupant. In the event of an emergency, Ace Self Storage, Ace Self Storage's agents, or representatives of any governmental authority shall have the right to remove Occupant's lock and enter the Space without notice to Occupant, and take such action that may be necessary or appropriate to preserve the Space, to comply with applicable law or enforce any of Ace Self Storage's rights.

**DUMPING:** Occupant will not be permitted to leave or dump trash or rubbish of any kind anywhere in the Ace Self Storage location, Ace Self Storage does not provide dumping, recycling, and/or trash removal services. Occupant will not be permitted use of any dumpster at the Ace Self Storage location. Any dumping or unauthorized use of a dumpster will be charged by Ace Self Storage to the Occupant's account. The Occupant will pay these charges on demand as mandatory charges.

**ACE SELF STORAGE'S LIEN; DEFAULTS; REMEDIES OF OWNER:** The State of Connecticut Lien Law (CGS Section 42-160, etseq) gives Ace Self Storage a lien on all personal property of Occupant stored at the Storage location for charges payable hereunder, including rent, and other charges for expenses necessary for the preservation and sale or other disposition of the property. Accordingly if Occupant fails to pay the Monthly Rent or any other charge when due or otherwise fails to comply with the terms of this Occupancy Agreement. Ace Self Storage may over lock the Space and give notice to Occupant demanding that the default be remedied, as required by such law. If Occupant does not comply with such demand notice within the time required, Ace Self Storage may upon written notice of the intention, at Occupant's expense, to sell Occupant's personal property by auction in accordance with the law, and take any other reasonable, lawful action in connection with the termination of this Agreement. In the event Occupant has leased more than one room from Ace Self Storage, a default in the payment of Monthly Rent, or any other charges when due, for any of those rooms will constitute a default with respect to all of the rooms rented by Occupant and will entitle Ace Self Storage to enforce its rights under this Section against all of those rooms. Occupant will be charged \$75 in the event an Auction Scheduling Notice is sent. In the event of an auction in order to provide the maximum security to Occupant's property, Ace Self Storage shall not remove Occupant's lock and enter the Space until the day at the auction. Occupant will remain liable to Ace Self Storage for the total monthly Rent accrued and for all other charges due to the date of auction or vacating and for any damages resulting from Occupant's non-compliance with this Agreement, including attorneys' fees and all expenses of Ace Self Storage in connection with Occupant's personal property, cleaning and repairing Space or the Storage. Under no circumstances shall Ace Self Storage have any responsibility to Occupant greater than \$100.X\_\_\_\_\_

**OCCUPANT'S INDEMNITY:** Occupant will Indemnify Ace Self Storage against any claims, action, proceeding, liability loss, damage and expense including attorneys' fees, arising from any use of Space, act or omission of Occupant, its agents employees or invitees, "Ace Self Storage" includes its owner, employees, agents, and invitees.

**NO ORAL AGREEMENTS:** This Agreement states the entire agreement between Ace Self Storage and Occupant and there are no oral representations or agreements between them.

**NOTICES:** Any notice given under this Agreement or pursuant to law must be in writing and will be sufficient if personally delivered or mailed to the address set forth above, or the last address provided by Ace Self Storage or Occupant in a notice. Any such notice is conclusively presumed to have been received by a party five days after mailing unless returned by the Postal Service. Occupant shall give notice to Ace Self Storage where there is a change of the Occupant's address, and until such notice is given, the Occupant's last address given under this Agreement shall be conclusively presumed to be the party's current and correct address. Ace Self Storage may change any portion of this Agreement by giving thirty (30) days' written notice to Occupant.

**BINDING EFFECT OF AGREEMENT:** This Agreement will bind and benefit Ace Self Storage and Occupant and their respective heirs, executors, administrators, successors and assigns. If any provision of this Agreement should be invalid or unenforceable, only that provision will be affected. The rest of this Agreement will remain valid, enforceable and in full force and effect.

**END OF TERM OF AGREEMENT:** Anyone who has Occupant's access code and the ability to open this Space via a combination or key, is authorized to sign the Vacate Authorization, terminating this Agreement On the day the term of this Agreement ends, Occupant will deliver possession of the Space empty and broom clean and will be responsible for all required clean-up and damage. Any personal property not removed on the date the term of this Agreement ends will be deemed abandoned and disposed of at Ace Self Storage's discretion at Occupant's expense. Removal of the contents of the Space and the Occupant's lock constitutes the abandonment of this Space and termination of this Agreement.