

# CONTAINER RENTAL AGREEMENT

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P.O. Box 40 South China, ME 04358

Rental Agreement Date: \_\_\_\_\_

Container#: \_\_\_\_\_

Name: \_\_\_\_\_

Container Size: \_\_\_\_\_

Address: \_\_\_\_\_

Monthly Rent: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone :(H)- \_\_\_\_\_ - (W) \_\_\_\_\_

Amount Received: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Active military Status? **YES NO**

Alternate Contact:

Name: \_\_\_\_\_

PHONE :(H) \_\_\_\_\_ (C) \_\_\_\_\_

**Late Fees: If all rent is not paid within three (3) days of rent being due, then a late fee of \$20. Or 20% of the rental amount, whichever is greater, will be due.**

**PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR OF A SELF-STORAGE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED IN THIS ACT. ALL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. A SALE SHALL BE HELD AT THE SELF STORAGE FACILITY WHERE THE PERSONAL PROPERTY IS STORED OF AT THE NEAREST SUITABLE LOCATION. THE LIEN ATTACHES AS OF THE DATE THE OCCUPANT LEASES THE SPACE.**

**1. TERMS AND CONDITIONS:** The rental agreement (hereinafter referred to as "Agreement") consists of and is subject to the following terms and conditions, and to payment of applicable periodic rent (hereinafter referred to as your "rental fee"). As stated in the initial invoice, plus applicable taxes and other fees as provided herein. The amount of Rental Fee may be changed from time to time as provided herein. The Agreement is not transferable. The rental term commences on the first of the month and is renewed month to month until the Agreement is terminated as provided herein the ("Agreement Term"). By renting the container, you agree to be bound by this Agreement. You must be at least 18 years of age and hold a valid major credit card, check or debit card to rent the container.

**2. STORAGE OF CONTAINER:** You have the option to store the container at our locations or at your designated location during the term of this Agreement. You agree that Nichols Self-Storage shall have the right and authority to store the container at any of its locations. The container shall remain located at the address designated by you. You hereby authorize Nichols

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Self-Storage to enter the container and property on which the container are located whenever Nichols Self-Storage deems it necessary to enforce any of its rights pursuant to this Agreement or pursuant to any state and federal law.

**3. PAYMENT, RENT AND OTHER CHARGES:** To rent a container, you must provide your name, billing address, designated delivery address, email and other credit card or check card charge authorization information for the payment method that you provide for payment of the monthly Rental fee. By renting a container from Nichols Self-Storage and by accepting the benefits of such a rental arrangement, you agree that as a condition of your continued use and rental you authorize Nichols Self-Storage or its agent to charge your payment method your rental fee on each 1st of the month until the agreement is terminated. The initial rental Fee is due at the time of entering this Agreement. Thereafter, the Monthly Rental Fee shall be paid at the 1st of the month along with other associated charges not limited to late fee, non-sufficient fund fee in the amount of \$30.00, delivery fee, pick up fees, and lien sale fees.

**4. DELIVERY:** You acknowledge that Nichols Self-Storage will normally place the container on a driveway or other paved surface. It is further provided and understood that you agree to provide reasonable access to a safe and secure delivery location for the equipment and container. If you request that the container to be placed in an area requiring the deliverer to drive on an unpaved surface or through your yard or property, damage could occur. It is at the deliverer's discretion to determine if the surface is safe for delivery. In cases where damages occur to your yard or property, you accept full responsibility and release any liabilities related to the damage.

**5. USE OF THE CONTAINER:** You agree to use the container only for storage of property belonging to you. You are not to store property with a total value in excess of \$5,000.00 without written permission from Nichols Self-Storage. Nothing herein shall constitute any agreement or admission by Nichols Self-Storage that your stored property does not have any value, nor shall anything alter the release of Nichols Self-Storage liability set forth anywhere else herein. No human may inhabit, and no animal may be kept in the container. You are solely responsible for, and assume all risk in relation to, loading and unloading the container, which includes packing the contents properly and securely to prevent any movement or shifting in the course of normal transportation. All containers have a 2500lb weight limit that may not exceed per container. You must lock the container with your own lock. You may not make any alterations to any part of the container without written permission from Nichols Self-Storage. You agree that you will not relocate the container or attempt to move the container once it has been placed by the deliverer. The container is only to be moved by one of Nichols Self-Storage deliverers. Upon the termination of the Agreement term. Except for ordinary wear and tear associated with the proper use of the container. You will be liable for any damage beyond reasonable wear and tear. Your account will be assessed charges associated with such damage which you agree to pay along with all other fees as provided in this agreement.

**6. PROHIBITED ITEMS:** The container named herein shall be used by you solely for the purposes of storing personal property belonging to the you. You agree to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the container. You agree that the container will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the container, and will keep the container in good condition during the term of this Agreement. You agree not to store jewels, furs, heirlooms, art works, collectibles, photographs and personal information or other irreplaceable items having special sentimental meanings. You hereby waive any claim for sentimental value for the emotional attachment to any property that is stored in the container. If hazardous substances are stored, used, generated, or disposed of in the container shall become contaminated in any manner for which you are directly or indirectly responsible. You shall indemnify and hold Nichols Self-Storage harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by you, whether incurred during or after the lease term. You will indemnify and hold Nichols Self-Storage harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the container or from any activity, work or thing done, permitted or suffered by you. You shall not use or allow the container to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent from Nichols Self-Storage. 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: Any substance defined as a "hazardous substance" under CERCLA; Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic

# CONTAINER RENTAL AGREEMENT

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gas, and 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.

**7. RELEASE OF LIABILITY FOR PROPERTY DAMAGE:** From time of delivery until the end of this agreement, you are fully liable for any loss, theft, or damage to the contents or container, or to any other property relating to the arising placement, location, use or contents of the container. Nichols Self-Storage shall not be held liable for any indirect, incidental, or consequential damages arising from and breach of expressed or implied warranty. Nichols Self-Storage is not liable for any damage, loss or theft of prohibited items or from damage due to acts of god. You agree to indemnify and hold harmless Nichols Self-Storage and all of its affiliates from any such claims, liabilities and expenses, including legal fees, related to any damage associated with the container.

**8. RELEASE OF LIABILITY FOR BODILY INJURY:** Nichols Self-Storage and its affiliates shall not be liable to you for injury or death as a result of your use of the container, even if such injury is caused by the active or passive acts or omissions or negligence of Nichols Self-Storage, and affiliates.

**9. Lien:** A) PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT FOR STORAGE CHARGES AND FOR MONEY NECESSARILY EXPENDED IN AND ABOUT THE CARE, PRESERVATION AND KEEPING OF THE PROPERTY STORED. B) PURSUANT TO TITLE 10 M.R.S.A. §1375, IF OCCUPANT IS IN DEFAULT FOR A PERIOD OF MORE THAN 45 DAYS, THE OPERATOR MAY ENFORCE A LIEN BY SELLING THE PROPERTY STORED IN THE LEASED SPACE AT A PUBLIC OR PRIVATE SALE FOR CASH. PROCEEDS MUST THEN BE APPLIED TO SATISFY THE LIEN. C) IF THE PERSONAL PROPERTY IN THE LEASED SPACE IS A MOTOR VEHICLE, THE OPERATOR MAY HAVE THE MOTOR VEHICLE TOWED WITH NO LIABILITY TO ANY PARTY.

**10. INSURANCE:** All property is stored by you at your sole risk. Insurance is your sole responsibility. You personally assume all risk of loss, including damage to or theft of your property due to fire, water, rodents, vandalism, or acts of god.

**11. NO BAILMENT:** This agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of the parties to a rental agreement. Nichols Self-Storage is not responsible for the safekeeping of the personal property stored in the container and is not responsible for any damage to the property.

**12. Termination:** you shall provide Nichols Self-Storage with verbal or written notice in regards to terminating this service. You agree to a minimum of ten (10) days' notice for termination.

**13. ATTORNEY FEES AND COSTS:** In the event any action is instituted to enforce and covenant herein contained or to recover any rent due or to recover possession of the container for any default or breach by you. You will pay all attorney's fees, costs and expenses.

**14. NOTICES:** Unless otherwise provided in this agreement, all notices required by this agreement shall be sent first class mail postage paid to your designated billing address in your initial invoice. Notices shall be deemed given when deposited in the United States mail. You agree that any such notice is conclusively presumed to have been received by you five (5) days after mailing, unless returned by the U.S.P.S. All statutory notices shall be sent as required by law.

**15. SUCCESSION:** All provisions in this agreement shall apply to bind and be obligatory upon heirs, assigns, executors, administrators, representatives, and successors. This agreement may not be transferred without the expressed written agreement of Nichols SelfStorage.

**16. WAIVER:** No waiver by Nichols Self-Storage, of any breach or default by you in the performance of any covenant, condition or term contained in this agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.

**17. NO WARRANTIES:** Nichols Self-Storage, its affiliates give any expressed or implied warranties as to the suitability of the storage area for your intended use. Nichols Self-Storage disclaims and you hereby waive any implied warranties of suitability or fitness for a particular use.

**18. NO ORAL AGREEMENTS:** This agreement contains the entire agreement between you and Nichols Self-Storage and no oral agreements shall have any effect whatsoever. You acknowledge that no representations or warranties have been made with

# CONTAINER RENTAL AGREEMENT

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respect to the safety, security, or suitability of the storage area for the storage of your property, and that you have made your own determination of such matters solely from inspection of the container. You agree that you are not relying and will not rely, upon any oral representation made by Nichols Self-Storage or affiliates purporting to modify or add to this agreement.

**19. CHANGE OF ADDRESS:** It shall be your duty to furnish Nichols Self-Storage notification of any change of your address or phone number.

**20. ENFORCEABILITY:** If any part of this 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 remaining parts of this agreement will be valid and enforceable.

**21. GOVERNING LAW:** This agreement shall be governed by Maine Law.

OPERATOR

OCCUPANT:

\_\_\_\_\_

\_\_\_\_\_

Nichols Self Storage

Signature