

**Jct. 2 & 18 Self-Storage, LLC.**  
100 US Rt. 2-E, St. Johnsbury, VT. 05819  
802-748-4469  
(Mailing Address): 1991 US Rt. 2-E, Concord, VT. 05824  
E-Mail-- jct218selfstorage@yahoo.com

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Unit # \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Work Phone \_\_\_\_\_  
\_\_\_\_\_  
Credit Card \_\_\_\_\_ (4% fee)  
Exp. \_\_\_\_\_ Code \_\_\_\_\_ Zip \_\_\_\_\_

Statements **are not** sent payments are due by the 1<sup>st</sup>. of each month

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On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I \_\_\_\_\_ hereinafter referred to as the (Lessee), do hereby agree to rent from Jct. 2 & 18, Self-Storage, LLC. Hereinafter referred to as the (Lessor), the storage unit # \_\_\_\_\_ located in the County of Caledonia, Town of St. Johnsbury, State of Vermont, month to month, paying therefore to Lessor at the above stated address the sum of \$ \_\_\_\_\_ in advance, by **the first of each month** hereinafter. Lessor Acknowledges the sum of \$ \_\_\_\_\_ as the **first months rent** and the sum of \$ \_\_\_\_\_ as a **security deposit**.

**1. RENT:** The monthly rent shall be the amount entered above, due and payable in advance or by the **first of each month** to the Lessor or the Lessor's designated agent for Jct. 2 & 18 Self-Storage, LLC. I understand that **I will not be billed each month** for the rental fee and that it will be my responsibility to make such payment on time. I understand that I will be charged, to my credit card account listed above, on or about the first of each month. I understand that it is my responsibility to notify the Lessor of any changes to said credit card or checking account that may affect the payment of rent to Lessor. As per this agreement I assign; by my signature, authorization to charge my credit card account, listed above the rent amount listed above on a monthly basis on or around the first of each month, as long as the agreement has not been terminated by either party by written notice as described in Termination listed below.

**2. LATE PAYMENTS & FEES:** In the event that above credit card or checking account can not be processed, or cash payment is not made, a **late fee of \$10.00, (ten)** will be added to the monthly rent due on the 10th day after the due date and for every month thereafter until payments are current, if Lessee has a returned check a fee of **\$30.00 (thirty)** will be added to statement. In the event that Lessor has to over-lock Lessee's unit for non-payment a **fee of \$20.00, (twenty)** will be added to the monthly rent for each time an over-lock has to be done. In the event that Lessor has to send a certified letter to Lessee a **fee of \$25.00, (twenty-five)** will be added to the monthly rent due for each letter sent. Failure to keep the rental account current could terminate the lease agreement and /or the return of security deposit. **Registered letter will be considered a 15 day termination/over lock notice from Lessor.**

**3. TERMS:** Commencing on the first of the month and ending at noon of the last day of each month thereafter, until terminated by Lessee or the Lessor in writing at least ten days prior to the last day of any month and in accordance with Vermont Law. **THIS STORAGE AGREEMENT SHALL BE AUTOMATICALLY EXTENDED EACH MONTH UNLESS THE LESSEE, IN WRITING, DELIVERS TO THE LESSOR NOTICE OF ITS INTENTION TO TERMINATE THIS AGREEMENT TEN (10) DAYS PRIOR TO THE END OF THE THEN CURRENT MONTH. LESSOR HAS THE SOLE AND EXCLUSIVE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY REASON BY GIVING LESSEE TEN (10) DAYS WRITTEN NOTICE. ABANDONMENT OF THE UNIT BY LESSEE PRIOR TO THE END OF A MONTH SHALL NOT ENTITLE TENANT TO A REFUND OF RENT OR SECURITY DEPOSIT.**

**4. USE:** The premises are to be used only for the storage of personal property and for no other purpose, and Lessee further agrees that the premises will not be used for the operation of any business, or for human, animal or anything that eats or crawls, occupancy, or their carcasses. **Trash or food materials shall not be stored in or near the leased premises at any time.** Nor shall an outside leased space be used for maintenance or repair of any property stored in the designated space. The storage of welding or flammable chemicals, explosives or other inherently dangerous material is prohibited. Lessee shall not store in a rented unit any item (s) which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Dept., Police or Fire Dept. or any other governmental agency or in violation of any other legal requirement or do any act or cause to be done any act which created a nuisance in or upon or connected with the leased premises. The tenant shall be totally responsible for all costs associated with the removal of any hazardous materials or any other penalties incurred as a result of hazardous substances being on the premises. **ALL PROPERTY STORED WITHIN THE UNIT BY LESSEE SHALL BE AT LESSEE'S SOLE RISK.**

**5. SIGNS:** No painted or other signs shall be placed upon the premises.

**6. RULES:** Lessee agrees to abide by all Jct. 2 & 18 Self-Storage, LLC. rules and policies that are now in effect or that may be put into effect from time to time. Rules will be posted at said premises.

**7. CONDITIONS AND ALTERATION OF PREMISES:** Lessee has examined the premises and hereby accepts them as being in good condition and repair. Lessee agrees to immediately notify Lessor of any defects, dilapidation or dangerous conditions that may occur. Lessee agrees to keep the premises in good order and condition and to pay Lessor for any repairs of the premises caused by the Lessee's negligence or misuse or the negligence or misuse by Lessee's invites, licenses and/or guests. Lessee shall make no alterations or improvements of the premises without written consent of Lessor. Should Lessee damage or depreciate the premises or make alterations or improvements without the prior consent of Lessor, then all costs necessary to restore the premises to its prior condition must be paid by Lessee.

**8. INSPECTIONS:** Lessee agrees that Lessor or his agent may at any reasonable time, enter the premises and/or make repairs. Lessee further agrees that Lessor may show the premises to a prospective purchaser of the property or to lending institutions or their representatives at any reasonable time or, if notice of termination of this occupancy has been given by either party, to perspective Lessees during the 30 day period prior to termination.

**9. TERMINATION:** This occupancy under agreement may be terminated by the Lessor or Lessee by the giving by one of written notice to the other of his intention to terminate the occupancy of the assigned unit or space; said written notice to be received at least ten (10) days prior to the date of termination. Rent is payable by the Lessee to the Lessor for the current month and if occupant vacates prior to the end of said month, the Lessee must, never the less, pay the stipulated rent for said month as hereinto fore provided. As conditions for such termination and prior to the return of any deposit, Lessee shall perform the following: leave Lessor the forwarding address of the Lessee and allow the Lessor to inspect the premises in Lessee's presence to verify the final condition of the premises and contents. Lessee shall deliver up the unit on the day of termination of this agreement, for whatever reason, broom cleaned and in as good condition as the same was when received, reasonable wear and tear, and loss by fire not caused by lessee thereof expected, and pay all sums due hereunder, in which event the **security deposit shall be refunded within twenty (20) days of termination, provided the Lessee has notified Lessor within 24 hours of vacating the unit and Lessor is satisfied that (1) all sums due hereunder are current and account has been kept current throughout the rental agreement period, (2) the unit is broom clean, (3) the unit is not damaged and (4) Lessee has given at least 10 days written notice.**

**10. DEFAULT:** In the event of non-payment of rent or other charges by the Lessee for a period of **seven (7)** consecutive days after the due date, Lessor may proceed under Vermont Law or any other legal remedy at law, or inequity and may over lock the unit. The Lessor shall notify Lessee that the unit has been over locked and, if lessee fails to pay all sums due hereunder within **fourteen (14)** days of the date of such notice, this agreement shall terminate and in the event any portion of the rent has not been paid by Lessee to Lessor and/or in the event any of Lessee's stored property remains on the premises after termination of the rental agreement, Lessor has the right to re-enter the unit and remove Lessee's property and store it in another space, deny Lessee access to such property, consider the occupancy terminated and re-let the premises. Lessor shall mail to Lessee at the last known address of Lessee, notice as required by Vermont Law, **a certified letter giving notice that Lessee has a limited time (fifteen, 15 days) to respond or unit will be considered abandoned.** At the expiration of the required notice period, Lessor may sell, dispose of stored property and apply the proceeds in accordance with Vermont Law. Unpaid rent shall accrue with interest at 18% per annum. The landlord or his agents are not responsible for damage to tenants lock in removal of such lock pursuant to the provisions herein.

*\* This storage agreement shall constitute a security agreement with respect to the contents of the unit (herein referred to as Collateral), and that a security interest shall attach thereto for the benefit of, and is hereby granted by Lessee to, the Lessor to secure the payment and performance of Lessee's obligation under this agreement. Lessee hereby authorizes Lessor to file a copy of this Storage Agreement as a financing or continuation statement. In the event that this agreement shall be terminated by reason of Lessee's default hereunder, Lessor may, in addition to all other rights or remedies it may have in such event, exercise any right or remedy to the Collateral which it may have under the Uniform Commercial Code or otherwise It is understood that the Lessor hereunder or in law are cumulative, and on exercise of one or more of such rights shall not constitute a waiver of any other right. If Lessor sells the contents of the Unit, Lessee shall pay, in addition to all other sums due hereunder, an administrative selling charge of \$50.00. Lessee shall pay to Lessor all costs and reasonable attorney fees incurred by Lessor by aforesaid action.*

**11. NOTICE OF LEIN RIGHTS:** Jct. 2 & 18 Self-Storage, LLC. has lien on all personal property stored on this premises for rent and other charges related to the personal property including, but not limited to expenses necessary to the removal, storage, preparation for sale of the personal property which attaches as of the first day such property is stored. Jct. 2 & 18 Self-Storage, LLC. may satisfy its lien by selling the personal property as provided in Vermont Law, if Lessee defaults or fails to pay rent for storage of personal property abandoned after the termination of rental agreement.

**12. ASSIGNMENT OR SUBLETTING:** Lessees shall not sublet or assign all or any portion of the related premises or Lessee's interest therein without the prior written consent of Lessor.

**13. RELOCATING:** Lessor reserves the right to relocate Lessee without expense to Lessee, to any compartment (unit) of comparable size.

**14. ATTORNEY'S FEES:** If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement for the breach of any other covenant or condition contained in the Agreement, Lessee shall pay the Lessor all costs, expenses and reasonable attorney's fees incurred by the Lessor in the aforesaid action.

**15. LIABILITIES:** Lessee shall hold the Lessor and/or his agents harmless from all claims of loss or damage to Lessee's property and/or injury or death of persons caused by the intentional acts or negligence of Lessee, his guests, licensees or invites, or occurring on the premises rented for the Lessee's exclusive use of the premises of Jct. 2 & 18 Self-Storage, LLC. Lessee hereby expressly releases from any and all liability or loss of damage to Lessee's property or effects arising out of water leakage, breaking pipes, theft, fires, vandalism or other beyond the reasonable control of the Lessor. Lessee's possessions within the rented space are so placed at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property for the liability imposed in this paragraph and it is the Lessee's option to purchase such insurance.

**16. ACKNOWLEDGEMENT:** Lessor hereby acknowledges the receipt of \$ \_\_\_\_\_ (check # \_\_\_\_\_) as payment in advance of the first month's rent. Rent is due on the first day of each month. **NO STATEMENTS WILL BE SENT.**

I understand that this storage facility, owners and/or management:

- A. are not responsible for any loss or damage to my property.
- B. does not provide insurance for my stored property.
- C. requires that I provide my own insurance or be uninsured, i.e. personally responsible for any loss.

**IN WITNESS HEREOF** we acknowledge we have read and understand the above Agreement. If there are special exceptions or conditions to the above, they have been written below.

This agreement entered into on this \_\_\_\_ of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor (or agent)

**E-Mail** \_\_\_\_\_

- I understand that rent is pro-rated coming in to unit but not going out
- The security deposit will be returned in its entirety if unit has been cleaned and proper notice (10 days) was given
- I understand that I am responsible for updating my personal info such as change of address or phone number.
- I have been told that the units sometimes do sweat and that I have been given ideas on how to avoid problems.
- There is a \$10 late fee added to each month that payment has not been paid by the 10<sup>th</sup> of that month.
- A \$25.00 certified letter fee and a \$20.00 lock out fee, is charged if I do not keep up my account.
- There is a \$30.00 bad check fee if check is refused by your bank or declined by credit card company.
- Under **NO** circumstances are items to be left outside. Fees will be incurred if items are left outside.
- I understand that **NO trash or food of any kind** is to be stored inside or outside on said premises.
- 15 days from date of certified letter, if I do not respond, or if the letter comes back to sender, the above mentioned unit will be considered abandoned and the lessor has the right to claim the contents of the unit.

**To my knowledge there [are \_\_\_\_] [are not \_\_\_\_] liens held on any of my personal property being stored at this facility.**

**If liens are held describe here:** \_\_\_\_\_

**PLEASE NOTE:**

**These storage units do sweat and we recommend that you put your items into water tight containers and leave some room for air flow. Also that you open your unit regularly to admit air flow and check items for problems.**

**To protect your items we recommend the round heavy duty locks that use a key.**

**Bernard Timson Jr.; Owner**