



LINCOLN STORAGE
 146 LINCOLN AVENUE
 COLONIE, NY 12205
 www.lincolnstorage.net
 (518) 869-7261

DATE: _____
 UNIT # _____
 UNIT SIZE _____

OCCUPANT:

Name: _____
 Address: _____
 Town: _____
 State: _____ Zip Code: _____
 Home Phone: (____) _____
 Work Phone: (____) _____
 Cell Phone: (____) _____
 Email: _____

CHARGES:

Monthly Charge: _____
 PRORATED: _____
 Discount(s): _____
 Perform Deposit: **30.00**
 Misc. Merchandise: _____
 Subtotal: _____
 Tax: _____
 Total: _____

ACCESS CODE: * _____ # (7 digit number)
 Others authorized to enter storage unit: _____
 Emergency Contact & Telephone Number: _____

MARKETING: HOW DID YOU FIND OUT ABOUT US?

Yellow Pages _____ Referral _____ Previous Tenant _____ Newspaper Ad _____
 Drive By _____ Website _____ Internet _____ Other _____

OCCUPANCY AGREEMENT

1. Occupancy agreement made on (date) _____, 20____ between Lincoln Storage, 146 Lincoln Avenue, Colonie, NY 12205, herein referred to as "Owner" and _____ of (address) _____ City/Town of _____, State of _____, Email _____, herein referred to as "Occupant." Owner hereby rents and leases to Occupant, and Occupant hereby hires and leases from Owner, storage space no. _____ located at the premises of Owner at 146 Lincoln Avenue in the Village of Colonie, State of New York, for the term and at the rental provided for under this Occupancy Agreement.

2. The Occupant shall direct all inquiries regarding the occupancy of such storage space to Owner at:
LINCOLN STORAGE, 146 LINCOLN AVENUE, COLONIE, NY 12205
 Phone: (518)869-7261 Fax: (518)869-0928
 Email: customerservice@lincolnstorage.net

3. **RENT:** The monthly rental for the Occupant's unit/space shall be _____ Dollars (\$ _____), payable in advance on the first of each month. The first payment, prorated to the first day of the following month, is made concurrently with the execution of this occupancy agreement, receipt of which is hereby acknowledged. There shall be no refund on any monthly rental for an occupancy terminated before the end of the month.

4. **DEPOSIT:** In addition to the rental provided for herein, Owner acknowledges receipt of the sum of Thirty Dollars (\$30.00), which constitutes a performance deposit for the faithful performance of the

occupancy agreement, which shall be returned to Occupant upon faithful performance of this agreement or termination of the tenancy under this occupancy agreement.

5. TIME PERIOD: This occupancy agreement shall continue on a month-to-month basis until terminated by 10 (ten) days written notice by either Owner or Occupant or by agreement of the parties to this agreement or by failure of Occupant to pay the rent when due and payable. Occupant's failure to give Owner ten (10) days written notice of Occupant's intent to vacate the unit/space will result in Occupant being liable for that amount of rent due up until the owner receives actual knowledge that the Occupant has vacated their unit/space.

6. PAYMENT: Rental payments shall be due and payable on the First day of each calendar month in advance. In the event that rental payment is not received by the fifth (5th) day of the month in which the same has become due and payable, such rental payments shall be considered as delinquent. In addition to the rental then due, there shall be an additional service charge of Twenty Dollars (\$20.00) to reimburse Owner for the cost of bookkeeping and other administrative services for the payments received after the fifth (5th) day of each calendar month. Returned checks shall be subject to a service charge of Twenty Dollars (\$20.00) per item. Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

7. LOCK OUT: Failure to pay the rental payment by the fifth (5th) day of each calendar month shall also constitute a basis for termination of this occupancy agreement. If the occupancy is terminated by the Owner for failure of Occupant to pay the monthly rental, then and in that event, Owner shall have the right to immediately remove all of the property of Occupant. Owner will then store the property at Occupant's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this occupancy agreement for unpaid rental to Owner; and/or to lock the storage unit so as to deny Occupant access thereto until all charges and fees have been paid. Upon entering these premises, Occupants who are not up to date with their rental payments may be considered trespassers and subject to prosecution.

8. LIEN: Occupant hereby gives and grants to Owner a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the occupied premises, and agrees that, in the event of any failure on the part of Occupant to comply with each and every of the covenants and obligations of this agreement, Owner may take possession of and may sell the same in any manner provided by law and may credit the net proceeds against any amounts due under the terms of the agreement and/or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.

9. LEGAL COSTS: In the event any action is instituted at law to enforce any covenant contained in this occupancy agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by Occupant, Occupant shall pay such reasonable attorney's fees and costs as may be determined by a court.

10. MAINTENANCE: Occupant shall not make or suffer any alterations to the premises without the written consent of Owner. Occupant shall be responsible for the removal of snow and ice in front of unit door. Occupant shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid, waste, or refuse. At the time Occupant vacates the unit, Occupant shall leave the unit in a broom clean condition.

11. USAGE: Occupant shall use the premises only for the storage of goods and/or commodities stored for any lawful purpose and in the possession of Occupant through lawful means. Occupant expressly shall not have the right to store any items which Occupant has in his possession illegally or which are items which are unlawful to be possessed by Occupant. The Occupant shall not store any flammable, explosive, or dangerous materials or illegal drugs on the premises. Further, Occupant agrees that he shall not maintain any business, operate any machinery, or use the premises which are the subject of this occupancy agreement for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the sole and exclusive use of passive storage or property owned or lawfully in the possession of Occupant at Occupant's sole risk. This restriction includes the use of Owner's units or real property as a transfer station (moving materials from one vehicle to another on a more than occasional basis).

12. FACILITY RULES: Occupant agrees to abide by the rules and policies that are now in effect or that may be put in effect from time to time. Written rules are explained and are posted on the site and in the office. Occupant acknowledges receiving a copy of the rules in effect at the time of the execution of this agreement, a copy which is attached hereto. Failure to abide by the rules and regulations of Lincoln Storage shall constitute a basis for termination of this occupancy agreement.

13. LIABILITY: This occupancy agreement is made on the express condition that Owner shall be free from all liability and claims for injuries of any kind to any persons, including Occupant or any property of any kind whatever and to whomever belonging, including Occupant, from any cause or causes whatever and to whomever belonging, including Occupant, from any cause or causes whatsoever while in, upon, or in any way connected with the premises, during the term of this occupancy agreement or extension of or occupancy under it. Occupant hereby agrees to save and hold Owner harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring. Occupant shall, at his sole expense, maintain his own insurance on the property stored on the premises, and Owner shall not be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause whatever; and Owner shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of such property. Notwithstanding the above, to the extent required by New York law, the Owner's maximum liability, if any, to Occupant, for damages to Occupant's contents shall be: \$50.00 Total. The maximum liability may be increased by mutual written agreement if Occupant also agrees to an increase in occupancy rental rates acceptable to Owner.

14. In the event the premises shall be damaged by fire or other casualty during the term of this occupancy agreement, whereby the premises shall be rendered unattainable, either Owner or Occupant may cancel this agreement by written notice delivered to the other. Upon such cancellation, rent shall be paid only to the date of such fire or casualty. Occupant in possession of the premises shall be held harmless by Owner for damages to the demised premises occasions by such fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Occupant, his licensees, or invitees.

15. UNIT LOCKS: Occupant is to provide his own lock for the self-storage premises; if the lock is removed from said premises, this will serve as notice to the Owner that Occupant has terminated this agreement.

16. UNIT ACCESS: Occupant shall have 24-hour access to the self-storage unit referred to herein as **UNIT #_____**. Rental is to your unit only.

17. **GUESTS & PETS:** Guests or family found in adjoining areas or disturbing the property of other tenants shall be cause for termination of the rental agreement together with forfeiture of any performance deposit. Pets must remain in the Occupant's vehicle at all times.

18. **OFFICE HOURS:** Lincoln Storage's office is open from Monday to Friday, 9AM to 12PM and 1PM to 5PM, and on Saturdays, 9AM to 1PM (subject to change for holidays and emergencies). Although Occupant has 24-hour access, as a courtesy to all Lincoln Storage Occupants, the Owner may choose to leave the main gate open during the office hours referenced above.

19. **TRAFFIC SAFETY:** speeding on the premises (above **5 mph**) or failure to obey other posted traffic regulations shall be cause for termination of rental agreement and forfeiture of any performance deposit. Use parallel parking only, in front of storage units. All trucks 1 ½ Ton or larger, turn around at the end of lanes.

20. Occupant further agrees that Owner or his agent may show the premises to prospective purchasers 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, to prospective occupants during the 30 day period prior to termination.

21. **OUTSIDE STORAGE:** Occupants of Outside Storage Units/Spaces are to use that space only for the vehicles/items specified in this contract. Any additional items left loose or outside of vehicles/trailers is not permitted and will be removed at occupant's expense.

22. Owner reserves the right to relocate Occupant without expense to Occupant to any storage space of comparable size or to fit properly within the assigned storage space.

23. In the interest of clarity, a singular possessive masculine pronoun has been used. Please note, however, that when applicable, this pronoun is interpreted as applying to both genders.

24. Owner and Occupant acknowledge that they each have received a copy of this occupancy agreement.

AGREEMENT DATED: _____, year _____

OWNER:

Employee Longhand Signature

Employee Printed Signature

OCCUPANT:

Longhand Signature

Printed Signature

WHAT ARE YOU STORING IN YOUR UNIT?

****VEHICLE DATA FOR BOTH INSIDE AND OUTSIDE STORAGE****

1) Vehicle: Car _____ Boat _____ Trailer _____
Truck ___ Bus _____ Other _____

Year: _____ Color: _____
Make: _____ Model: _____

Reg# _____ Plate: _____

2) Furniture: _____ 3) Household Items: _____ 4) Files: _____
5) Business Equipment: _____ 6) Other: _____

PURPOSE FOR RENTING UNIT:

1) Moving: _____ 2) Business Use: _____ 3) Vehicle: _____
4) Personal Use: _____ 5) Other: _____

MILITARY SERVICE QUESTIONNEER:

Branch of Military: _____
Active: _____ Inactive: _____
Unit Name: _____
Unit Phone No.: _____ Military ID #: _____
Unit Military Address: _____
Dependant of Active Service Member: _____

Photo ID required with Rental Contract

Thank you for your patronage



TIPS FOR GETTING THE MOST FROM YOUR STORAGE SPACE

- 1- Wedge appliance doors open. Freezer, refrigerator, washer and dryer cartons are excellent packing for bedding, towels and clothing. Always clean your stove before storing.
- 2- Pack books flat to protect their spines. Do not place boxes directly on floor. Books are heavy in bunches, pack in smaller cartons for easy lifting. Line all book cartons with plastic. (Garbage bags make good liners.)
- 3- Store mirrors, windows and screens on edge, not flat. Crate them in a mirror pack if possible or package them individually with strong cardboard. Mark them so they won't accidentally be bumped.
- 4- Take time when packing dishes and glasses. Place a layer of packing inside the bottom and top of cartons. Plates and glasses should be wrapped individually. It's best to stack plates on edge.
- 5- Wipe the surface of bicycles, tools and other metal items with a slightly oily rag to prevent rusting.
- 6- Save holiday decoration cartons which contained ornaments. Pad the ornaments with packing paper or newspaper.
- 7- Protect furniture and mattresses with specially designed plastic covers. Place a pallet or plastic sheet on the floor and stand sofas & mattresses on end.
- 8- Store records on edge. They are heavy, so be sure not to pack many per box.
- 9- Store small, expensive items like stereos, TV's, etc., in the back of the storage space in marked boxes with pieces of large furniture in front of them. This will make it more difficult for thieves to gain access.
- 10- USE uniform sizes of boxes and stack them shoulder high to maximize space.
- 11- Prepare your storage space by placing a pallet or plastic sheet on the floor under your goods.
- 12- Leave an airspace around the perimeter of unit to aid in the ventilation.
- 13- Place frequently used items in front and leave a walkway to the rear of unit.
- 14- Cover all your stored possessions with a light plastic sheet. (In humid area, allow for ventilation.)
- 15- Make a complete list of all your goods stored, including brand names, product features and serial numbers. Keep the list safely away from the storage unit.
- 16- To prove ownership, keep proof of purchase documentation like receipts, owner's materials or warranties. Take photos or videotape your stored goods. Keep this material on a safe place away from the storage unit.



FACILITY RULES TO FOLLOW



PLEASE:

- 1) Inspect your unit before occupying it and inform the office of any damage. Otherwise, you may be charged for damage during your occupancy.
- 2) Do NOT lean items against outside or painted portions of buildings.
- 3) Do NOT back vehicles up to the buildings. Parallel Park Only.
- 4) Follow all traffic and/or speed limit signs. 5 MPH in yard. Be especially cautious during times of snow removal.
- 5) Do NOT litter including cigarette butts. Help keep our facility clean.
- 6) Keep pets inside your vehicle.
- 7) Keep children and/or guests within your storage area. Do not wander through other areas without consent from the office or owners.
- 8) Keep area in front of doors *clear of snow and ice* when possible.
- 9) Report any suspicious activities or people to the office and/or management. Our security may depend on your tips.
- 10) Do NOT conduct business transactions or sales on premises.
- 11) All Trucks 1 ½ Ton or larger to turn at ends of lanes.
- 12) Owner reserves the right to relocate Occupant without expense to Occupant to any storage space of comparable size.

Thank you for your cooperation,

INCOLN
STORAGE