

Loder Self-Storage
250 North Grand Street, Cobleskill, NY 12043
518-234-8363

- B. In addition to the foregoing monthly charge payable the first day of the term hereof in advance, the OCCUPANT shall, pay to the OWNER, at the time of execution of the agreement the sum of \$_____, representing a security deposit to be held by the OWNER and returned to the OCCUPANT upon termination of the agreement and return of the self storage premises to the OWNER in the same condition as they existed at the commencement hereof.
- C. OCCUPANT shall pay a late fee of \$25.00 if the total monthly charge is not paid within twenty (20) days of the due date. NO STATEMENT OF BILLS WILL BE SENT.
- D. Limitation of Damages:
1. The OWNER does not have any obligation to carry insurance on OCCUPANT's property stored in the unit. The OWNER will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the occupant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, and defect, whether know or subsequently created or discovered, in the storage unit, or acts of omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of the OWNER, its agents or employees.
 2. In the event of any loss or damage to goods stored in the self-storage facility referred to herein, the OWNER shall be responsible only for such loss or damage as was occasioned by its gross negligence. In such event, the liability of the OWNER shall not exceed the sum of \$250.00. The foregoing liability, may on written request of the OCCUPANT, and if accepted in writing by the OWNER at the time of signing the agreement or within a reasonable time thereafter, be increased on part or all of the goods stored, in which event, increased rates may be charged by the OWNER based on such increased valuation.

OWNER AND OCCUPANT AGREE TO ABOVE \$250 LIABILITY AMOUNT

3. This agreement shall be governed by the provision of 182 of the Lien Law of the State of New York. The OCCUPANT agrees that the OWNER does not, by the execution hereof, become a bailee, warehouseman or storer of any property that may be stored in the self storage facility referred to herein; and, the OWNER does not accept control, custody, or assume any responsibility for the care of the OCCUPANTS property. The OWNER shall not be required to keep, maintain, or file any list or inventory of any property stored in the self-storage unit referred to herein.

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4. OWNER shall have the right to enter the self-storage premises at reasonable times to inspect or conduct repairs and, if necessary, OWNER shall have the right to move contents of self-storage premises to another self-storage unit.

5. OCCUPANT shall not sue the self-storage unit for the storage of flammable materials or goods, explosives, perishable foodstuff, contraband, live animals, materials or goods that emit odors. OCCUPANT shall not use the self-storage premises as a place of business or as a mailing address or for any unlawful purpose.

6. OCCUPANT shall not sell, assign, or sublet this lease without the prior written consent of OWNER.

7. Indemnity: The TENANT shall hold the LANDLORD harmless from and shall indemnify the LANDLORD against all claims, liabilities or damages arising out of TENANT'S use, occupancy and possession of the premises.

NEW YORK STATE LIEN LAW SECTION 182 PROVIDES THAT AN OWNER HAS A LIEN ON ALL PROPERTY OF OCCUPANT HELD AT THE FACILITY FOR OCCUPANCY CHARGES OR ANY OTHER CHARGES PAST DUE OR DUE IN THE FUTURE, AND FOR EXPENSES NECESSARY AND REASONABLY INCURRED FOR THE PROTECTION OF ANY MONIES DUE TO THE OWNER. THIS LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST AND GOES INTO EFFECT AS OF THE DATE THE PROPERTY IS BROUGHT TO THE FACILITY.

The OWNER shall have the right to dispose of or sell the property contained in the rental space to any person by public or private sale and for any amount should a sale take place. The owner has this lien in full force and effect should OCCUPANT have any of the following occur: failure to pay occupancy charges, failure to pay any other charges, abandonment of the storage unit, or failure to comply with any term of this agreement.

OCCUPANT

OWNER

Date