

Windsor Technology Park, LLC
Rental Agreement
Terms & Conditions

This monthly lease between Windsor Technology Park, LLC, a Delaware limited liability company with a principal location at 7 Edward Ln., Windsor, Vermont (hereinafter "Owner") and Occupant, with a name and address as stated on the rental form (hereinafter "Occupant") begins on the date the first payment is received.

1. This facility is operated in accordance with the Vermont Self-Storage Facility Act, 9 V.S.A §§ 3901-3908 and any other applicable Vermont law.

2. PREMISES AND RENTAL AGREEMENT. Owner rents to Occupant and Occupant rents from Owner a unit/space at Windsor Technology Park, LLC located at 7 Everett Ln., Windsor, VT. The premises will be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement. The agreement permits Occupant to store possessions only inside the rented storage unit; possessions are not permitted to be stored on facility property outside the rented storage unit. The monthly rent for the unit is as specified in the online rental form.

There is no smoking anywhere on the premises.

3. TERM AND TERMINATION. The term of the agreement begins on the date when payment is first made and automatically continues on the same day of each succeeding month on a month-to-month basis on the same terms and conditions as the previous month unless and until Occupant has removed all personal property from the premises and given written notice to Owner at least (10) days in advance of vacating date. Owner may terminate this agreement with cause if Occupant breaches any condition of this agreement, including, but not limited to, non-payment of rent, by notifying Occupant in writing ten (10) days in advance of the termination date. Owner may terminate this agreement without cause by giving Occupant thirty (30) days written notice prior to termination date.

4. RENTAL TERMS. Occupant agrees that the individual completing the rental application is the owner of the property to be stored and is the person who is financially responsible for rental payments. **Occupant agrees to maintain current phone number, e-mail address and physical mailing address with Owner; failure to do so may result in the immediate termination of the lease by Owner.**

Occupant agrees to occupy only the storage unit/space that is assigned to him/her during the rental process and confirmed via emailed receipt to Occupant. Any Occupant using a storage unit/space not assigned to him/her in writing will be subject to termination by the Owner and will be liable for rent owed on the storage unit improperly used. Failure to pay the rent owed on the unit will be grounds for termination.

Occupant agrees to pay rent to Owner as set forth above, provided, however, that all rental rates will be subject to change upon 30 days' written notice to Occupant, and at the expiration of such 30-day period, the rental rate will be effective as if set forth in this agreement. An e-mail message from info@windsortechpark.com to the e-mail address on file as maintained by Occupant is considered written notice to Occupant.

The minimum rental term is four weeks. Rent is payable in advance, and Occupant agrees to automatic monthly payments. Rental payments (including pre-paid rental payments) are final and non-refundable, including any unused portion of the rental period for which you have paid. If paying by credit card, owner will charge Occupant's credit card on file each month and e-mail a receipt for payment to Occupant.

5. MONTHLY PAYMENTS AND MANDATORY SERVICE CHARGES. **Full payment of rent is due monthly for that month's charges, and card declined, late fees, and other service charges accrue and are payable as soon as the account becomes delinquent.** Mandatory service charges are outlined below. These service charges are due without prior notice as additional rent to defray administrative expenses incurred by Owner. Time is of the essence, and **in the event any**

rental and/or service charge is due and unpaid, Owner may terminate this agreement by reason of default in the payment of rent. Owner has the right to require all past due payments be made in cash, money order, or cashier's check.

Mandatory Service Charges

Credit card declined charge: \$25

Late payment charge: \$25

Insufficient funds charge: \$25

Not leaving unit empty, clean: cost of cleaning (min. \$100)

Lock-cutting charge: \$50

Locking mechanism replacement charge \$75

Lien advertisement charge: \$125

Certified mail charge: \$25

Damage to unit: TBD by Owner at vacating

6. **LOCKS FOR STORAGE UNITS. At all times during the occupancy, Occupant will provide, at Occupant's own expense, a locking device for the premises that Occupant deems sufficient to secure the stored personal property.** Occupant agrees to keep the storage space locked using only a single locking device. If the space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to secure the space, with or without notice to Occupant. Owner has the right, as Owner deems necessary, or at the request of any governmental authority, to remove such locking device by gutting or any other means. In the event any authorized governmental agency or authority should demand access to Occupant's personal property for any reason, Occupant will be promptly notified via certified mail. If Owner or any authorized governmental agency removes Occupant's locking device, Owner may elect to secure Occupant's personal property with Owner's overlock until Occupant can inspect the personal property and provide a new locking device to secure the premises. Owner or any authorized governmental agency will not be held liable for the replacement of any locking device that is damaged by forced entry. When Occupant's locking device is removed by Owner or any authorized governmental agency and Owner's overlock remains on the premises, said action does not constitute bailment in any manner. This action by Owner is a temporary measure until Occupant can inspect and provide a new locking device to secure the stored personal property.

7. **SPACE SIZE.** Occupant understands that space sizes are approximate and for comparison purposes only. The space rented by Occupant may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.

8. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT. Occupant understands that Occupant is required to maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of stored property.** Insurance on Occupant's property is a material condition of this agreement and is for the benefit of Occupant and Owner. Failure to carry the required insurance is a breach of this agreement, and Occupant assumes all risk of loss to stored property that would be covered by such insurance.

Owner does not provide any insurance that will protect occupant's personal property from any peril whatsoever, including (but not limited to) loss by fire, theft, water damage, or any other cause. It is Occupant's responsibility to obtain such insurance. Occupant must provide Occupant's own insurance for any personal property stored. Insurance carried by Owner is for the sole benefit of Owner. Occupant will make no claim whatsoever against Owner's insurance. Therefore, Occupant secures Occupant's own insurance to protect Occupant and Occupant's personal property against all perils. Owner will not be liable to any extent whatsoever to Occupant or Occupant's invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God, or any cause whatsoever.

This agreement is made on the express condition that Owner is free from all liability and claim for damages by reason of injury or damages of any kind to any person, including Occupant, or personal property of any kind whatsoever and to whomever belonging, including Occupant, from any cause or causes while in, upon, or in any way connected with the self-service storage facility during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of Owner or Owner's agent. Occupant agrees to hold Owner harmless from any liability, loss, cost

(including, without limitation, attorney's fees) or obligation on account or arising out of any such injuries or losses however occurring, and Occupant agrees that Owner's liabilities for damage occasioned by it or its agent will be limited to \$100.

9. RELEASE OF LIABILITY. Occupant releases Owner from loss of or damage to Occupant's personal property due to theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. **Occupant agrees that personal property stored is at the sole risk of Occupant.**

10. USE AND ALTERATIONS: Occupant will not make or allow any alterations to the premises. The premises will be used for approved storage purposes only, including but not limited to the storage of goods, wares, merchandise, furniture and household items owned by Occupant. **Occupant will not use the premises as a residence;** there will not be any habitable occupancy of the space by human or pets of any kind for any period whatsoever, and violation of these prohibitions is grounds for immediate termination of this agreement. **Occupant may not use the premises for the conduct of business.** Occupant agrees to comply with the rules and regulations of Owner and further agrees that Owner will have the continuing right to amend such rules and regulations from time to time as Owner may deem proper, and Occupant agrees to comply with such amendments within a reasonable time following notification of such amendments.

11. EMOTIONAL LOSS. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art, or any personal property having special or sentimental value to Occupant. Nothing in this agreement constitutes admission by Owner that Occupant's stored personal property has any value. Owner is not liable for any loss occasioned by or resulting from emotional distress.

12. WASTE, HAZARDOUS MATERIALS, MAINTENANCE. Occupant will not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor will Occupant use the premises for any business use or purpose in any manner deemed by the Owner to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. Occupant will take good care of the premises (interior and exterior).

Occupant will not cause or permit any hazardous substance or any flammable, corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the self-service storage facility by Occupant, Occupant's agents, employees, or invitees. If hazardous substances are stored, used, generated, or disposed of within the self-service storage facility, or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant will indemnify and hold harmless Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by Occupant. Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance within the self-service storage facility and the presence of any hazardous substance results in contamination, Occupant will promptly, at its sole expense, take any and all necessary actions to return the self-service storage facility to the condition existing prior to the presence of such hazardous substance.

The storage of vehicles is permitted provided that the vehicle is in running condition, insured, and titled to Occupant.

13. OWNER'S LIEN AND DENIAL OF ACCESS. PURSUANT TO 9 V.S.A. §§ 3901-3908, OWNER HAS A POSSESSORY LIEN ON OCCUPANT'S STORED PROPERTY, AND THE LIEN MAY BE ENFORCED BY SELLING OCCUPANT'S PROPERTY IF RENT AND INCURRED SERVICE CHARGES ARE NOT PAID. OWNER SHALL NOT BE LIABLE FOR DAMAGE, LOSS, OR ALIENATION OF ITEMS OF SENTIMENTAL NATURE OR VALUE. Owner's lien includes rent, labor, or other charges, present or future, in relation to the personal property and for expenses relevant to its preservation or expenses reasonably incurred in its sale pursuant to Chapter 98 Storage Units. The lien attaches on the date the personal property is brought to or placed in a regular storage space at this self-storage facility. **Owner may deny Occupant access to the premises or self-storage unit if Occupant has been in default continuously for a period of fourteen (14) days.** A notice will be sent to the last known address of Occupant informing Occupant that access has been denied and that Owner intends to proceed with enforcement of a lien in accordance with the Vermont Self-Storage Facility Act. For

purposes of Owner's lien, "personal property" means movable property, not affixed to land, and includes goods, merchandise, and household items. Occupant is required to disclose in writing the existence of any lien on any stored personal property prior to the commencement of storage. "Last known address" means the address provided by Occupant in the latest rental agreement or the address provided by Occupant in a subsequent change of address notice. "Default" means the failure of Occupant to perform in a timely manner any obligation set forth in this agreement.

14. AGREEMENT READ AND COPY RECEIVED. Occupant acknowledges that Occupant has read, is familiar with, and agrees to all of the terms and conditions of this agreement, a copy of which is provided to Occupant electronically upon signing.

15. INSPECTION. Before executing this rental agreement, Occupant may inspect the storage unit and facility's premises to assure they are satisfactory for Occupant's purposes, including the safety and security thereof. Occupant must notify Owner via e-mail within 48 hours of executing the rental agreement if there are any issues with the storage unit.

16. WAIVER. Occupant agrees to waive Occupant's right to a jury trial and agrees not to bring forth or participate in any class-action lawsuit brought against Owner.

17. NO BAILMENT IS CREATED. Owner is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by Occupant is at Occupant's sole risk. Occupant acknowledges that Owner does not take care, custody, control, possession or dominion over the personal property stored within the self-service storage facility and does not agree to provide protection for the self-service storage facility, the premises or the contents therein. **Occupant must take whatever steps Occupant deems necessary to safeguard stored personal property. Occupant assumes full responsibility for who has access to Occupant's stored personal property.**

18. INDEMNIFICATION AND HOLD HARMLESS. Occupant agrees to indemnify, defend, and hold harmless the Owner from and against any and all claims for damaged or lost personal property or personal injury and costs, including attorney's fees arising from Occupant's rental or from any activity, work, or thing done, permitted, or suffered by Occupant while within the self-service storage facility.

19. WAIVER OF SUBROGATION. Occupant agrees to waive Occupant's rights and the rights of Occupant's insurance company for any claim for loss or damages against Owner.

20. COMPLIANCE WITH LAW. Occupant will not store any personal property which will be in violation of any other law or requirement imposed by any Board of Health, sanitary department, police department, or other government or governmental agency, or in violation of any other legal requirements, or do any act or cause to be done any act that creates or may create a nuisance or hazard.

21. OWNER'S RIGHT OF ENTRY. Occupant grants Owner, Owner's agents, or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property with three (3) days advance written notice to Occupant. In an emergency, Owner, Owner's agents, or representatives of any authorized governmental authority, including police and fire officials, will have the right to enter the premises to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law, or to enforce Owner's rights without advance notice to Occupant. An emergency is defined here as any event that jeopardizes the health, safety, or well-being of the self-service storage facility and its customers or any appurtenant buildings, land, or moveable property stored within the self-service storage facility. Following the emergency, Owner will promptly notify Occupant that access to the premises was made so Occupant can inspect and provide a new locking device, if needed, to secure the stored personal property.

22. SALE OF CONTENTS. In the event of default in the payment of rent or other charges specified in this agreement, or if Owner determines the stored personal property abandoned by Occupant, Owner's claim of lien will be enforced in accordance with the Vermont Self-Storage Facility Act 9 V.S.A §§ 39013908 or any other applicable Vermont law. **Property stored in the leased space may, upon default by Occupant, be sold to satisfy the lien, and Owner will not be liable for damage, loss or alienation of items of sentimental nature or value.** Any sale or disposition of a motor vehicle will be performed pursuant to chapter 21 of Title 23, and any sale or disposition of a vessel, snowmobile, or all-terrain vehicle will be performed pursuant to chapter 36 of Title 23.

23. NO WARRANTIES. Owner disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the self-service storage facility, and Occupant acknowledges that Occupant has had the opportunity to inspect the premises and acknowledges and agrees that Owner does not represent or guarantee the safety or security of the self-service storage facility and the premises located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties and supersedes all prior agreements or understandings. No representative of Owner is authorized to make any representations or warranties except as expressly set forth in this agreement.

24. ACCEPTANCE OF PAYMENT OF RENT. Owner has the right to reject or accept any partial payment of rent. Owner may accept a partial rent payment while Occupant is in default; however, Occupant's status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of Owner's rights to proceed with foreclosure and sale of the stored personal property as provided by law. Owner reserves the right to require any past due payment be made in cash, cashier's check, or money order.

25. ASSIGNMENT. **Occupant will not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease will be void, and Owner may terminate the lease without notice.**

26. ACCESS CONTROL MEASURES. This self-service storage facility uses various access control measures designed to deter unauthorized access; however, Occupant acknowledges these access control measures may be circumvented or may fail, and Owner does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.

27. PRIVACY POLICY. We value and respect the privacy of our tenants' personal information and are compliant with Payment Card Industry standards.

What information do you collect about me? We ask you to provide only the information necessary to complete and maintain conditions of our lease agreement and process payments and refunds. Personal information may include, but not be limited to, your name, mailing address, telephone number, e-mail address, and credit card information. We collect your e-mail address so we can communicate with you about your storage unit (including sending receipts for payment transactions). Credit card information is used strictly for payment purposes. All payments are made online through a PCI-compliant merchant services provider.

Sharing Your Personal Information. Windsor Technology Park, LLC does not share or sell information to unrelated third parties. We may provide that information to outside parties for purposes of satisfying overdue payments during the collections process.

28. COVENANT OR CONDITION WAIVER. The waiver by either party of any breach of any term, covenant or condition in this agreement will not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance will not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

29. BANKRUPTCY AND OTHER LEGAL PROCEEDINGS. If Occupant files a voluntary petition in bankruptcy or if Occupant becomes subject to any other type of legal action or proceeding where the right to occupy the premises is an issue, Occupant agrees to notify Owner in writing within three (3) days via certified mail, return receipt requested, to 7 Everett the Windsor, VT 05089. Owner will have the right to recourse against the Occupant to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this agreement.

30. ATTORNEY'S FEES, COSTS, AND THIRD-PARTY COLLECTIONS. If any legal action is instituted or other legal proceedings are taken to enforce any covenant in this 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 will pay Owner's reasonable attorney's fees, costs and expenses. In the event of default, Occupant agrees that Owner has the right to provide a third-party collections agency with Occupant's contact information to collect rent and/or other charges incurred by Owner under this agreement. Occupant will also be responsible for paying any associated costs of a third-party collection agency incurred by Owner.

31. SUCCESSORS. All the provisions will apply to the heirs, executors, representatives, successors and assigns of Occupant and of Owner.

34.CONSTRUCTION. This agreement has been reviewed and negotiated and terms and provisions explained to Occupant. Accordingly, Occupant agrees this agreement will not be construed for or against either Owner or Occupant.

35.SEVERABILITY. In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof will not be affected or impaired thereby.

36.NOTICES. Occupant agrees to maintain current contact (cell phone and e-mail and physical mailing addresses) and payment information in Occupant's online account and to give prompt written notice to Owner of any change in Occupant's liens and secured interests on Occupant's stored personal property. Written notice to Occupant will be by e-mail from info@windsortechpark.com to the address on file as maintained by Occupant. In certain circumstances and at the discretion of Owner, written notice may be made by first-class or certified mail. Written notice to Owner will be by certified mail, return receipt requested, with postage prepaid, to Windsor Technology Park, LLC at 7 Everett Ln., Windsor, VT 05089.

Windsor Technology Park, LLC

By:

Alan G Cummings, Managing Partner

By:

Occupant as agreed to in the rental form