

**RENTAL AGREEMENT
CONTRACT**

GC MINI-STORAGE, LLC
dba – EAGLES SPRAY & VAC MINI-STORAGE
 107 Breckenridge Street. Grove City, PA 16127
Phone: 724-458-4230

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THIS AGREEMENT, executed at 107 Breckenridge St., Grove City, Mercer County, Pennsylvania on this _____ day of _____, 20____, between **GC Mini Storage, LLC** hereinafter called the LESSOR/OWNER AND THE

Lessee/Occupant Whose Name is	Alternative Person Information
Name:	Name:
Street:	Street:
City: State: Zip	City: State: Zip:
Ph: Cell Ph:	Home Ph: Cell Ph:
E-Mail:	E-Mail:

This is a month to month lease for storage beginning on the date of the lease unless otherwise noted here. Lease term beginning _____ and ending _____.	The first months rent paid is hereby acknowledged. Each succeeding months rent due and payable on the 1 st day of each succeeding month until terminated by either OWNER OR OCCUPANT in writing.	If alternative person information is refused/unavailable occupant will please sign here: _____
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Unit Number	Unit Size	Monthly Rental Rate

Unit Rental Rates as follows: 5x5 - \$20.00 per month, 5x10 - \$35.00 per month, 10X10 - \$50.00 per month, 10X15 - \$60.00 per month, 10X20 - \$70.00 per month. Amounts do not include PA sales tax at 6%. Prorated rents are to be calculated based on the number of days remaining in the current month. Move in costs include the prorated rent for the current month plus next months rent plus PA sales tax at 6%.

MOVE IN COSTS

SERVICE CHARGE SCHEDULE

Administrative Charge	\$ 0.00	Late Payment Charge	\$ 25.00
Prorated Current Month Rent		Returned Check Charge	\$75.21
Rent for Next Month		Vacate Notice Not Given	\$20.00
PA Sales Tax – 6 % of Rent		Not Leaving Unit Broom Clean	\$10.00
Security Deposit/Other	\$0.00	Damage to Unit (labor& Materials)*	Actual
TOTAL MOVE IN COSTS		*to be determined at time of vacating	

1. These facilities are operated in accordance with the **Pennsylvania Self-Service Storage Facility Act**.

2. PREMISES: OWNER hereby leases to OCCUPANT and OCCUPANT rents from OWNER on the terms and conditions herein set forth the self-storage facility described above or the vehicle space described above herein called "the premises". The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purpose whatsoever.

3. TERM: The term of the agreement shall commence on the date set forth above and continue on a period to period basis as noted above provided however that the term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding periods at the stated rent unless and until OCCUPANT has removed his/her property from the premises and has **given written notice thereof to OWNER at least 15 days in advance of vacating date**. OWNER may terminate this agreement with or without cause as of the end of any storage term and OWNER may terminate this agreement for reasonable cause at any time by giving OCCUPANT written notice thereof at least 24 hours prior to the termination date and upon refunding any unearned rental.

4. RENTAL TERMS: OCCUPANT agrees to pay owner as rental for the premises the sum of money set forth in the rent schedule above provided however that all rental rates shall be subjected to change upon 30 days written notice to the OCCUPANT and at the expiration of such 30-day period the new rental rates shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum leasing term is one month. The first payment of rental shall be for a full month plus any prorated portion of a month remaining so as to make succeeding payments due on the first day of each month. Rental payments are non-refundable. All monthly rental rates are for a calendar month.

5. STATEMENT/NOTICES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statement or reminders of rental due dates. Notification will only be given when rent is delinquent. There will be a service charge for each dishonored check and/or for each rent payment which is paid five (5) days or more after the date it is due to defray clerical and administrative expenses which ordinarily result from such delinquencies. The amount of such services and/or administrative charges is posted in the rent schedule above. Such charge is due without prior notice as additional rental. Notwithstanding the service charge, time is of essence and in the event any rental is due and unpaid, the OWNER may terminate this agreement by reason of default.

6. LIENS AND TYPE OF PROPERTY TO BE STORED:

OWNER has a lien on all property stored in rented space(s) as of the date property is brought to this facility, for rent, and/or other charges, present or future, reasonably incurred for its preservation, sale or other disposition of if no payment has been received for a continuous thirty (30) day period after default. If any monthly installment is not made within the grace period stated in paragraph five (5) or (A) if any check given in payment is dishonored, a returned check charge will be assessed in the amount as stated above and/or (B) the account will be in default from the date the payment was due and access to rented unit(s) may be denied. For purposes of OWNER'S lien: "personal property" means movable property not affixed to land and includes, but is not limited to goods, merchandise, and household items and specifically excludes motor vehicles or other property evidenced by certificate of title, "last known address" means the address provided by the OCCUPANT in the latest rental agreement. The OWNER'S lien is superior to any other lien or security interest, except those which are perfected and recorded prior to the date of this rental agreement in Pennsylvania in the name of OCCUPANT, either in the COUNTY of the OCCUPANT'S "last known address" or in the County where the self-storage facility is located, except any tax lien as provided by law and except those liens or security interests of who the OWNER has knowledge through the OCCUPANT'S disclosure in this agreement or through other written notice. OCCUPANT attests that the personal property in this space(s) is free and clear of all liens and secured interests except for:

PROPERTY DESCRIPTION

LIENHOLDER or SECURED PARTY & ADDRESS

The OWNER'S lien attaches as of the date the personal property is brought to the self-service storage facility.

7. AGREEMENT READ. COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his/her signature on this Agreement, OCCUPANT acknowledges that he/she has read, is familiar with, and agrees to all of the terms and conditions of this agreement, and OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement and of the rules and regulations of this facility.

8. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the premises and the project property and acknowledges and agrees that the premises and the common areas of the project are satisfactory for OCCUPANT'S purposes including the safety and security thereof for which OCCUPANT shall use the premises or the common areas of the project. OCCUPANT shall be entitled to access to the premises and the common areas of the project only during such hours and on such days as are regularly posted at the project.

9. NON-LIABILITY OF OWNER FOR DAMAGES-INSURANCE OBLIGATION OF OCCUPANT: This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or property of any kind whatsoever and to whomever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in anyway connected with the premises during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitations, attorney's fees) or obligation on account of arising out of any such injuries or losses however occurring, and OCCUPANT agrees that OWNER'S liability for damage occasioned by it or its agent shall be limited to the sum of \$100.00. OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurable value of goods or property stored on the premises.

10. NO BAILMENT IS CREATED HEREUNDER: OWNER is not a warehouseman engaged in the business of storing goods for hire, and all property stored within or on the space by OCCUPANT or located at the facility by anyone shall be stored at OCCUPANT'S sole risk. Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against the OWNER'S insurance. Therefore, OCCUPANT secures his/her own insurance to protect himself and his/her property against all perils of whatsoever in nature. OWNER shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT'S invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, hurricanes, rain, tornados, explosions, acts of God or any cause whatsoever. OCCUPANT acknowledges that OWNER does not take care, custody, control, possession or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility the space or the contents thereof. OCCUPANT must take whatever steps he/she deems necessary to safeguard what is at the facility or in or on the space. OCCUPANT assumes full responsibility for who has the keys and access to the space. OCCUPANT agrees to indemnify and hold harmless the OWNER from and against any and all and any manner of claims for damaged or lost property or personal injury and cost including attorney's fees arising from OCCUPANTS rental of the space or the facility or from any activity, work, or thing done, permitted or suffered by OCCUPANT in or about or on the space about the facility.

11. COMPLIANCE WITH LAW: The storage of wilding, flammable, explosive, or other inherently dangerous material is prohibited. The storage of live animals is prohibited. OCCUPANT shall not store in the premises any items which shall be in violation of any order 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 which creates or may create a nuisance and/or hazard. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by OCCUPANT in or about the premises pursuant to this Rental Agreement.

12. USE AND ALTERATIONS: OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for storage purposes only as to those approved for such storage by the OWNER, such as merchandise, household goods, furniture, materials, supplies, equipment, boats and campers owned by the OCCUPANT and for no other use. OCCUPANT shall not store upon the premises any item which constitutes toxic or hazardous waste, nor any item which would require special or extraordinary precaution, procedure or expense for disposal without the prior written consent of the OWNER. The OCCUPANT agrees to comply with the rules and regulations from time to time as the OWNER in his sole discretion shall deem proper and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.

13. WASTE-QUIET-CONDUCT-MAINTENANCE: OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall OCCUPANT use the premises for any business use or purpose or in any manner deemed by the OWNER to be disreputable or hazardous. OCCUPANT shall take good care of the premises whether to the interior or exterior of the premises necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible.

14. LOCKS: OCCUPANT shall provide at OCCUPANT'S own expense, a lock for the premises which OCCUPANT in OCCUPANT'S sole discretion deems sufficient to secure the premises. Should any governmental authority so require the OCCUPANT will provide OWNER with a workable key to all locks at all times. If OCCUPANT changes the locks or fails to provide OWNER with the correct key, OWNER has the right as he deems necessary, to remove such lock by cutting or any other means. Although there may be a place on the door of the rented unit for a second lock, OCCUPANT is only permitted to use a single lock. Also, in the event any governmental agency or authority should require a key to OCCUPANT'S locked rental space, a duplicate key to the OCCUPANT'S lock will be held by the OWNER at the OWNER'S office in an individual sealed container, with the seal initialed by the OCCUPANT. This duplicate key will be returned to the OCCUPANT when the rented space is vacated. Should any governmental authority demand the space be opened for any valid reason, the deposited key will be removed from the sealed container to open the unit and the OCCUPANT will be promptly notified. Should the OCCUPANT change locks and not deposit a duplicate key with the OWNER as described above, the OWNER specifically assumes no responsibility or liability for the consequences whatsoever.

15. ABANDONMENT OF OCCUPANT'S PROPERTY: Any property which shall remain on the premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such property may be retained by OWNER as its property or disposed of in such manner OWNER may see fit. If such property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sales and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.

16. OWNER'S RIGHT OF ENTRY: If any default shall be made in any of the covenants herein contained, or if OCCUPANT shall abandon the premises, OWNER may enter the premises and remove all property there from in which event this agreement shall terminate, without prejudice to the OWNER'S right to recover rent due unpaid through the date of such entry, damages in respect of any default under this agreement and such other amounts as may be recoverable pursuant to law. In the event of a breach of this agreement or abandonment of the premises by

OCCUPANT prior to the expiration of the agreement, OWNER may at its option determine not to terminate the agreement in which event the agreement, shall continue in effect an OWNER may enforce all of its rights and remedies under the agreement. OCCUPANT agrees that OWNER and OWNER'S agents and other representatives shall have the right to enter into and upon the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary. OWNER shall promptly notify OCCUPANT by certified mail, either before or after entry, so that OCCUPANT may appear at the project office and initial a new key envelope seal after he has re-inspected the rental unit.

17. NO WARRANTIES: OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and OCCUPANT hereby acknowledges, as provided in paragraph 9, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.

18. ACCEPTANCE OF PAYMENT OF RENT: In the event of a default by the OCCUPANT, OCCUPANT agrees that (a) the tender of rental by OCCUPANT and the acceptance thereof by OWNER, if not the full amount due, or (b) the allowing of OCCUPANT to remove his/her personal property from the premises after the delivery of a preliminary lien notice or during the pendency of an unlawful detainer action shall not constitute a waiver of the preliminary lien notice, the notice of termination nor shall it reinstate the terms and provisions of the Rental Agreement.

19. ASSIGNMENT: OCCUPANT shall not assign or sublease the premises or portion thereof. Any attempt to assign or sublease shall be void.

20. WAIVER: The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition. Any subsequent acceptance of performance shall 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.

21. ATTORNEY'S FEES AND COSTS: In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained 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 OWNER'S reasonable attorney's fees, costs and expenses.

22. SUCCESSORS: All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.

23. NUMBER AND GENDER: Wherever the context of this agreement appears to require it, the singular number shall include the plural and vice versa, and the masculine gender shall include the feminine and or neuter genders and vice versa.

24. CONSTRUCTION: This agreement has been reviewed and negotiated and its terms and provisions explained to the OCCUPANT. Accordingly, this agreement shall not be construed for or against either OWNER or OCCUPANT.

25. SEVERABILITY: In the event that any of the provisions of portions thereof of this storage 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 shall not be affected or impaired thereby.

26. NOTICES: OCCUPANT agrees to give prompt written notice to OWNER of any change in OCCUPANT'S address and any change in the liens and secured interests on OCCUPANT'S property in the space. Said written notice shall be personally delivered to OWNER'S representatives at OWNER'S office which is located at the facility or by mailing the notice by certified mail, return receipt requested with postage prepaid to the OWNER at the address given at the top of the Rental Agreement which is the address of the OWNER'S office which is located at the facility.

27. ELECTRICITY: In the event there is an electrical outlet within the leased or rented space for the purpose of providing light or for plugging in an electrical appliance the OCCUPANT is cautioned that the power to the electrical circuit may be turned on or off at the option of the OWNER. Accordingly, the OCCUPANT is required to turn off all lights and disconnect any powered appliance before leaving the rented space. If continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the site manager for its use. If such an arrangement is made the OWNER assumes no liability resulting from the failure regardless of the source of failure of the power supply.

WITNESS WHEREOF the parties hereto have executed this AGREEMENT the day and year first written above. If there are special exceptions or conditions to this Rental Agreement they have been written in the space that follows:

Initials for Special Exceptions or Conditions as stated above:

(for the Owner)

(for the Occupant)

Signatures:

G.C. MiniStorage, LLC

Occupant

Print Name _____

Signature _____

X_ *Lee McCracken* _____
Owner or Owner's Agent