

Thank you for becoming our customer. You want and agree to rent a self-storage or parking space from Public Storage on these terms:

Parties and Rented Space

Public Storage or its affiliates, authorized representatives, employees, or other agents, as owner or owner's agent ("Public Storage," "we," "us" or "our"),

and

_____, as customer ("you," or "your")

You are: an individual ☒ or a business ☐

"Rental Date" 5/26/2017

"Facility" 367 Southern Blvd, Bronx, NY 10454-
(Owner Address) 1706

"Telephone Number" 718-585-5180

"Your Space"
(Storage or Parking Space #): _____

Space Size (Approximately): 10x10

Account # _____

Facility # 25747 Rental # 1638080

Your Information

Customer Information

Address: _____
City/State/Zip: _____
Telephone: _____
ID/Driver's License: _____
Email Address: _____@gmail.com

Emergency/Alternate Contact Information

Name: _____
Address: --
City/State/Zip: -- --
Telephone: _____
Authorized Access
Person(s): _____

Your Fees and Charges

Notice: The Monthly Rent charge and other charges stated in this Rental Agreement are the actual charges you must pay.
(make checks payable to Public Storage)

\$24.00 One Time Administrative Fee (non-refundable)

\$98.00 "Monthly Rent" (due on the 1st of each month)

\$11.00 Monthly insurance premium (only if insurance is elected)

\$25.00 Dishonored Check Charge

\$20.00 Late Charge after 6th of the month

\$66.50 Lien Fee 1 after (31) days (whether or not a lien sale occurs)

\$0.00 Lien Fee 2 after (0) days (whether or not a lien sale occurs)

\$130.00 Lien Sale Fee

1. YOUR RENTAL TERM.

Your Rental Agreement starts on the Rental Date and will continue as a month-to-month lease from the first day of each following month, until terminated by you or by us (see paragraph 11 about termination).

2. YOUR FEES AND CHARGES.

2.1 Your Payments to Us.

- 2.1.1 **Due Date.** Your Monthly Rent for each month is due on the first day of that month. If your Rental Date is not the first day of the month, you will pay the full Monthly Rent on or before the Rental Date and that payment will cover the first 30 days of occupancy in Your Space (but not beyond the last day of the second month). For any balance of the second month, you will pay one thirtieth of your Monthly Rent for each remaining day in the second month, but not to total more than the Monthly Rent (e.g., if your Rental Date is March 15, your first payment will cover

your rental through April 13, and your second payment (due April 1) will be 1/30th of your Monthly Rent multiplied by the 17 days remaining in April; if your Rental Date is January 30 (in non-leap years) or January 31, you will not have a payment for February; if your Rental Date is July 2 or December 2, your payment for August or January (due August 1 or January 1) will be the full Monthly Rent).

- 2.1.2 **Method of Payment.** You may pay your Monthly Rent with a check payable to Public Storage, an ACH transfer from your bank account to Public Storage, or an approved debit or credit card (and you can conveniently sign up online for debit or credit card AutoPay). We reserve the right to require you to make payments in cash, debit or credit card, certified check or money order. We reserve the right to refuse cash payments. When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction.
 - 2.1.3 **How We Apply Your Payments.** We apply your payments first to outstanding Monthly Rent (oldest to newest), then to outstanding fees and other charges (oldest to newest), and then to insurance.
 - 2.1.4 **No Payment Notice.** Charges for Monthly Rent, fees and other charges, and any insurance are due whether or not you receive a billing statement or payment notice.
 - 2.1.5 **No Refunds or Prorations.** You will NOT be entitled to any refund or proration of the first month's Monthly Rent or the Monthly Rent for the month your Rental Agreement terminates.
- 2.2 **Your Rental Terms May Change with 30 Days' Notice.** We may change your Monthly Rent, fees and charges, and any other terms of this Rental Agreement with 30 days' written notice to you. We may send notice to your email address. By continuing to use Your Space, you agree to the Rental Agreement as changed and that all of its other terms remain in effect.

3. YOUR SPACE.

- 3.1 **Estimated Size of Your Space.** Any description of the size of Your Space is an estimate based on Building Office Management Association standards that does not ensure any specific amount of usable space. Your Space and the Facility have **NOT** been inspected by a Certified Access Specialist. Before moving in, you examined Your Space and had the opportunity to measure it. You agree that it and the Facility meet your needs and you accept them "**AS-IS**."
- 3.2 **Your Space; Your Lock.** You will provide, at your expense, a lock that you deem sufficient to secure Your Space. You will not provide a key and/or combination to us. **We will not have possession, care, custody or control over your stored property (and this Rental Agreement creates no bailment).**
- 3.3 **Access to the Facility and Your Space.** Access to the Facility and Your Space is limited to the hours and days of operation posted at the Facility. At our discretion, we may require that you access Your Space by coming first to the office at the Facility or otherwise restrict your access to the Facility and Your Space.
- 3.4 **Authorized Access Persons.** Your named Authorized Access Persons are your agents and are not parties to this Rental Agreement. They have no rights as tenants under this Rental Agreement. They have no standing to bring any claims arising under this Rental Agreement or as a result of having authorized access to Your Space. We provide this authorized access as a convenience to you and we reserve the right to revoke it at our sole discretion.
- 3.5 **Restrictions on Use of Your Space.**
 - 3.5.1 **Use Restricted to Storage of Your Own Property.** You will use Your Space **ONLY** for storage, and **ONLY** to store your own property.
 - 3.5.2 **Total Value Limit of \$5,000.** The total value of all property stored in Your Space **MAY NOT EXCEED \$5,000.** You represent and warrant the total value of all property stored in Your Space does not exceed \$5,000.
 - 3.5.3 **No Valuables.** You will not store valuables in Your Space or the Facility, including heirlooms or precious, highly valuable, or irreplaceable property such as books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects that may have special or emotional value, and records or receipts relating to the stored goods.
 - 3.5.4 **No Perishables or Hazards.** You will not store improperly packaged food or perishable goods or use Your Space in any manner that constitutes a hazard or nuisance.
 - You will not store or permit the storage in Your Space or the Facility of any **Hazardous Materials** (including any hazardous or toxic chemical, gas, liquid, substance, material or waste, and in some jurisdictions, vehicle tires, that is regulated under any applicable law or regulation), flammable materials, explosives and other inherently dangerous materials, or property that would violate any law or regulation of any governmental authority.
 - 3.5.5 **No Conducting Business, Habitation or Loitering.** You will not use Your Space to conduct business or as living space for humans, animals or any living thing. You will not use a Facility as your business address. You will not loiter at the Facility or Your Space.
 - 3.5.6 **Other Restrictions.**
 - If Your Space has a light source, it may be used only to light Your Space for convenience in accessing stored goods. No alterations may be made to Your Space without our prior written consent. You may not bring

20. **ENTIRE AGREEMENT; TIME.** This Rental Agreement and any written addenda, any notices by us, and any rules and regulations posted at the Facility are the entire agreement between you and us, and supersede all prior agreements. We make no representations, warranties, or agreements not fully set forth in this Rental Agreement and have not authorized anyone else to do so. Except for changes described in paragraphs 2.2 (changes of rental terms), 14 (our rules and regulations posted at the Facility), 18.7 (changes to arbitration provision), and 18.8 (your ability to opt out of the arbitration provision), this Rental Agreement may only be amended by a writing signed by both parties. Time is of the essence in performing all obligations of this Rental Agreement.

CUSTOMER

[REDACTED]

Print Name: [REDACTED]

PUBLIC STORAGE

Property Manager