

**P&R STORAGE, LLC** P.O. Box 552, Olean, New York 14760 phone: 716-790-9488

**CAR, RV and Trailer RENTAL AGREEMENT**

Size \_\_\_\_\_ Lease Start Date \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_

Occupant Name/contact name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact # ( ) Vehicle Make/Model:

License Plate:

A. \_\_\_\_\_ Occupant agrees to provide new cell phone/contact information as needed

B. \_\_\_\_\_ The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

1. The tenancy created herein shall be a month-to-month tenancy, terminable by either party with at least 5 days written notice prior to the date the next rental payment is due. The undersigned Bailee hereby leases from P&R Storage, LLC (Bailor) the above storage space for the monthly rent amount. Rent payment is due monthly, in advance, without notice or billing, with the first payment due on the day of execution of this lease, with subsequent payments due monthly on the same day of the month, commencing one month from date of execution on this lease. Longer term lease arrangements or special lease arrangements will be by separate addendum and attached hereto. There shall be no refund of rental for space vacated before the end of any lease term.

Bailor reserves the right to increase the rental rate with (30) days written notice to Bailee prior to expiration of any current lease term. Lease payments must be received by Bailor at the address above or credited by payment through PayPal by or before the actual due date. Late payments will accrue a late charge of \$1.00 per day past the due date and Bailees more than 15 days past due shall be locked out until all outstanding obligations under this lease are brought current. An additional \$50.00 charge shall be made for all returned checks.

2. ALL ITEMS STORED WILL BE SOLD OR OTHERWISE DISPOSED OF IF RENTAL PAYMENTS ARE NOT RECEIVED FOR 30 CONTINUOUS DAYS. In the event rent is thirty (30) days past due, an attempt will be made to notify Bailee of the impoundment and pending sale of the property stored. Bailor shall have a lien on the Bailee's property for rent, labor and other charges, present or future, in relation to the property and expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to statute. Bailee also grants Bailor a lien upon the property stored.

3. Bailee shall not allow the release of any hazardous materials or liquids on the property during the storage of any vehicles or items. Bailee agrees to fully and completely indemnify and hold the Bailor harmless from any and all claims, courses of action, damages, or losses which may result from the storage of Bailees property.

4. Bailee may use the space only for the outdoor storage of one approved vehicle, or vehicle combination, lawfully owned or in the possession of the Bailee, and for no other use or purpose. No maintenance or changing of vehicle fluids is allowed on the premises other than normal cleaning and winter weather preparation. All personal property of Bailee must be stored inside of the approved vehicle or attached to said vehicle. Unsecured property or abandoned property will be disposed of without notice.

5. In the event that Bailor shall be required to seek collection of any related fees or other sums due from the Bailee through the courts or other means, the Bailor shall be entitled to reasonable attorney fees and costs associated with such action. This Lease shall be binding upon the parties and their respective heirs, successors, personal representative, and assigns.

6. Bailee hereby acknowledges the reading of this agreement and agrees to lease the storage space upon the terms and conditions stated in this agreement. Bailee further acknowledges receipt of a copy of this agreement.

7. THE LEASED SPACE SHALL BE USED FOR NO UNLAWFUL PURPOSES. Bailees shall comply with all statutes, ordinances and requirements of all municipal, State and Federal authorities now in force or which may hereafter be in force pertaining to the use of the premises.

8. Bailee accepts the leased premises as suitable for the purposes for which they are rented and agrees to deliver the same to Bailor at the end of the term in the same condition, reasonable wear and tear excepted.

9. Any stored property that is placed at the Storage Facility is at BAILEES SOLE RISK, AND BAILOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER, AND BAILEE HAS SOLE RESPONSIBILITY FOR INSURING SUCH PROPERTY AGAINST SUCH LOSS OR DAMAGE. Bailor carries no insurance which in any way covers any loss whatsoever that Bailee may have or claim by renting the leased space or being at the facility and therefore Bailee must obtain any insurance desired from Bailees own insurance agent to protect himself and the stored property against all perils of whatever nature. Bailor shall not be liable to Bailee or Bailee's licensees, invitees, family, employees, agents or servants for any personal injuries, death, property damage or loss from theft, mysterious disappearance, vandalism, wind, fire, water, flood, snow, ice, rain, rodents, explosions, acts of God, or any other cause whatsoever. Bailee acknowledges that Bailor does not warrant or represent the Bailee's property will be safely kept nor that it will be secure against theft nor that premises and space are secured against hazards caused by water, fire or elements of weather or earthquake. Bailor will not be held liable for such property loss or damage arising from the active or passive acts or omissions or negligence of the Bailor, Bailor's agents, or employees.

10. The parties hereto intend to have only the relationship of Bailor and Bailee, and at no time shall the Bailor be deemed to be a warehouseman, bailee, agent, or other associate of Bailee nor an insurer of Bailee's property, nor shall any right arising from such relationship exist except as they exist between a Bailor and Bailee. Bailor does not take care, custody or control of Bailee's goods.

11. Bailor or Bailor's agent shall at all times have the right to enter upon the Leased Premises to inspect, repair, maintain, view, or otherwise deal with the Leased Premises as Bailor shall determine, including, if necessary, in Bailor's sole discretion, moving the contents of the Leased Premises from one storage unit to another equivalent storage space.

Payment method: Initials Invoice monthly by Paypal \_\_\_\_\_ Initials Pay by check \_\_\_\_\_ to P.O. Box 552 Olean, NY 14760

**P&R STORAGE LLC** \_\_\_\_\_ OCCUPANT (Bailee) SIGNATURE: \_\_\_\_\_