

**STORAGE BARN OCCUPANCY AGREEMENT**

MAKE PAYMENTS TO:  
East Aurora Properties, LLC  
99 Gypsy Lane  
East Aurora, NY 14052  
716-261-9876

STORAGE LOCATION:  
11237 Porterville Road  
East Aurora, NY 14052

RENTER INFORMATION:

Renter Name: \_\_\_\_\_

Renter Phone: Cell: \_\_\_\_\_

Renter Address: \_\_\_\_\_

Home: \_\_\_\_\_

\_\_\_\_\_

Work: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_

Emergency Contact (name & phone): \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

**NOTICE: THE MONTHLY OCCUPANCY CHARGE AND OTHER CHARGES STATED IN THIS OCCUPANCY AGREEMENT ARE ACTUAL CHARGES YOU MUST PAY.**

Management agrees to rent to Renter, and Renter agrees to hire from Management, Storage Barn, on the following terms and conditions:

1. Term: The term of this Occupancy Agreement shall be for six (6) months, beginning the 3<sup>rd</sup> or 4<sup>th</sup> week of October and continuing through and including the last week of April or 1<sup>st</sup> week of May. Actual timing will vary depending on the vehicle's location in the Storage Barn.
2. Occupancy Charges: Renter shall pay Management all of the following mandatory charges.
  - a. **Rent**: Renter shall pay Management rent in the amount of \_\_\_\_\_ (Car in barn on wood floor: \$500. Car/Boat/Jetski/RV in side building or lower barn level: \$20 per foot, minimum \$400, Motorcycle/ATV \$200) payable in advance at the Management address set forth above, without notice, demand, deduction or offset. There is a multi-vehicle/annual storage discount of 10% for Renters who store multiple vehicles or store for a full year with us.

**b. Description and Identification of Vehicle being stored:**

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Length: \_\_\_\_\_

VIN: \_\_\_\_\_

**Additional vehicle description and identification and rent information can be entered in Attachment 1.**

(Renter's Initials): \_\_\_\_\_

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- c. **Returned checks:** If any of Renter's monthly rental checks are returned for insufficient funds, Renter shall pay Management, on demand, a service charge for each returned check in the amount of \$50.00.
  - d. **Credit Card payment:** Add 4% to the rent amount to cover credit card fees.
  - e. **Early Move out:** Not available.
3. **Insurance:** Renter has been informed by Management that the Management is not responsible to maintain insurance on Renter's property stored in the barn. Renter shall insure, at its own expense, the personal property stored in the Storage Barn. Renter understands and agrees that Renter is solely responsible for any loss or damage to Renter's property and has made the following election about insurance.

**Check One:** ( ) I have or will obtain insurance from my own insurance agency/company.

( ) I will be self-insured and understand that no insurance is being provided.

4. **Duplicate Key:** Renter shall provide to Management a duplicate key to any vehicle/recreational vehicle/trailer that requires a key to start and move said vehicle/recreational vehicle/trailer. Said key will be retained (a) in a locked, secured cabinet; and (b) will be returned to Renter upon completion of the Storage Barn occupancy rental period.
5. **Renter Inspection:** Renter acknowledges that they have inspected the Storage Barn and is satisfied that it is adequate for the storage of the herein described property of the renter.
6. **Rules:** Renter shall comply with any and all reasonable rules established by Management.
7. **Notices:** All notices, demands or requests by either party shall be in writing and shall be sent by certified mail to the parties at the addresses set forth in the heading of this Occupancy Agreement. Either party may change such address by the giving of notice in conformity with this paragraph. Notice is considered delivered on the postmark date, if mailed in compliance with this paragraph.
8. **Fire; Condemnation:** If fire or casualty causes damage to the Storage Barn facility or the Storage Barn facility is totally or partially taken by way of eminent domain or zoning, Management may terminate this Occupancy Agreement on written notice to Renter and, upon such termination, all rent and other sums previously paid will be returned to Renter on a prorated basis.
9. **No Bailment:** This Occupancy Agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lessor/lessee. Management is not responsible for the safekeeping of the personal property stored in the Storage Barn and is not responsible for any damage to the personal property.
10. **Remedies:** Management shall have the following remedies upon the occurrence of any breach of, or default under, this Occupancy Agreement by Renter:
  - a. Management may enforce its lien on the personal property in the Storage Barn pursuant to Section 182(7) of the New York Lien Law. (By virtue of Section 182 of the New York Lien Law). Management has a lien on all personal property stored in the Storage Barn, superior to any other lien or security interest, securing all present and future occupancy charges and other sums due under this Occupancy Agreement. The lien attaches as of

**(Renter's Initials):** \_\_\_\_\_

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the date such personal property is brought to the Storage Barn facility.) A \$150.00 Lien Charge will apply.

- b. Management may cancel this Occupancy Agreement.
  - c. Management may evict Renter by appropriate legal procedure.
  - d. Upon the failure of Renter to pay rent when it becomes due, the Management may, without notice, deny the occupancy access to the personal property located in the Storage Barn facility and pursue all other remedies afforded to Management pursuant to New York Law.
11. Entire Agreement; Governing Law: This Occupancy Agreement is the entire agreement between Renter and Management and may not be changed or ended orally. This Occupancy Agreement shall be governed by New York Law.
  12. Binding Agreement: This Occupancy Agreement is binding upon you and shall inure to the benefit of Management and Renter and their respective heirs, legal representatives, successors and assigns.
  13. Invalidity: If one or more of the provisions of this Occupancy Agreement are deemed to be illegal or unenforceable, the remainder of this Occupancy Agreement shall be unaffected and shall continue to be fully valid, binding and enforceable.
  14. Legal Action: In any action or proceeding brought by one party as and against the other relative to this agreement, the Renter specifically waives his/her/its right to a jury trial and agrees not to interpose any counterclaim on any action commenced by the Management.
  15. Vehicle Storage:
    - a. Renter must leave a key for the vehicle in case it needs to be moved.
    - b. Renter will not move the vehicle once placed in storage without supervision of management.
    - c. Management may move the vehicle as needed to facilitate movement of other vehicles.
    - d. If Renter shall fail to pay storage fees as due, Management may have the vehicle towed to a vehicle impound yard, whereupon the terms of storage will become those of the impound yard.
    - e. Renter will notify Management of any change of address, change of telephone number or change of ownership of the vehicle.
    - f. Only the Renter renting the Storage Barn will be permitted to access or remove the vehicle. A copy of Renter's driver's license is required to be provided for attachment to the rental agreement.
    - g. Seasonal storage ends the last week of April or 1st week of May based on the vehicle's location. Once the vehicle is placed in seasonal storage the vehicle cannot be removed prior to the end of the storage season.

## RULES AND REGULATIONS

1. Renter shall use and occupy the premises only as a storage space/warehouse for the storage of the vehicle described in 2(b) above.
2. It is not permitted to store any of the following at this facility: firearms, weapons, explosives, used tires, flammable or hazardous materials, solid waste, toxic waste. Legal action will be taken should any of the aforementioned be discovered.

(Renter's Initials): \_\_\_\_\_

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- 3. Vehicles placed in storage are to have a full tank of gasoline, to limit danger from gasoline fumes.
- 4. Renter shall bring appropriate cover for the vehicle.
- 5. Management is not responsible for any loss, expense, or damage to any person or property. The Renter is responsible for obtaining his or her own insurance.
- 6. Barn storage is locked at all times, and any access must be by appointment only with the rental agent of the facility.

**All reservations are on a FIRST COME, FIRST SERVED basis and subject to availability at receipt of Barn Storage Agreement and payment. We will notify you if space is available or not upon receipt of Storage Barn Occupancy Agreement and payment.**

Management and Renter agree to this Occupancy as of:

**Date:** \_\_\_\_\_

**Renter:** \_\_\_\_\_

East Aurora Properties, LLC

**Signature:** \_\_\_\_\_

By: \_\_\_\_\_

**(Renter's Initials):** \_\_\_\_\_

**STORAGE BARN OCCUPANCY AGREEMENT**

**Attachment 1**

- 1. Additional Vehicles: Renter shall pay Management all of the following mandatory charges.
  - a. **Rent:** Renter shall pay Management rent in the amount of \_\_\_\_\_ (Car in barn on wood floor: \$500. Car/Boat/Jetski/RV in side building or lower barn level: \$20 per foot, minimum \$400, Motorcycle/ATV \$200) payable in advance at the Management address set forth above, without notice, demand, deduction or offset. There is a multi-vehicle/annual storage discount of 10% for Renters who store multiple vehicles or store for a full year with us.

- b. **Description and Identification of Vehicle being stored:**

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Length:** \_\_\_\_\_ **VIN:** \_\_\_\_\_

- 2. Additional Vehicles: Renter shall pay Management all of the following mandatory charges.
  - c. **Rent:** Renter shall pay Management rent in the amount of \_\_\_\_\_ (Car in barn on wood floor: \$500. Car/Boat/Jetski/RV in side building or lower barn level: \$20 per foot, minimum \$400, Motorcycle/ATV \$200) payable in advance at the Management address set forth above, without notice, demand, deduction or offset. There is a multi-vehicle/annual storage discount of 10% for Renters who store multiple vehicles or store for a full year with us.

- d. **Description and Identification of Vehicle being stored:**

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Length:** \_\_\_\_\_ **VIN:** \_\_\_\_\_

**(Renter's Initials):** \_\_\_\_\_

**STORAGE BARN OCCUPANCY AGREEMENT**

- 3. Additional Vehicles: Renter shall pay Management all of the following mandatory charges.
  - e. **Rent:** Renter shall pay Management rent in the amount of \_\_\_\_\_ (Car in barn on wood floor: \$500. Car/Boat/Jetski/RV in side building or lower barn level: \$20 per foot, minimum \$400, Motorcycle/ATV \$200) payable in advance at the Management address set forth above, without notice, demand, deduction or offset. There is a multi-vehicle/annual storage discount of 10% for Renters who store multiple vehicles or store for a full year with us.

- f. **Description and Identification of Vehicle being stored:**

<b>Year:</b> _____	<b>Make:</b> _____
<b>Model:</b> _____	<b>Color:</b> _____
<b>Length:</b> _____	<b>VIN:</b> _____

- 4. Additional Vehicles: Renter shall pay Management all of the following mandatory charges.
  - g. **Rent:** Renter shall pay Management rent in the amount of \_\_\_\_\_ (Car in barn on wood floor: \$500. Car/Boat/Jetski/RV in side building or lower barn level: \$20 per foot, minimum \$400, Motorcycle/ATV \$200) payable in advance at the Management address set forth above, without notice, demand, deduction or offset. There is a multi-vehicle/annual storage discount of 10% for Renters who store multiple vehicles or store for a full year with us.

- h. **Description and Identification of Vehicle being stored:**

<b>Year:</b> _____	<b>Make:</b> _____
<b>Model:</b> _____	<b>Color:</b> _____
<b>Length:</b> _____	<b>VIN:</b> _____

**Duplicate as required for additional vehicles.**