



DEStorage/Rehoboth 19659 Blue Bird Ln Rehoboth Beach De 19971 302-321-2127

RENTAL AGREEMENT: This agreement, executed at the facility stated above on: _____ Day of _____ 20 _____, between DEStorage (hereinafter Owner) and the occupant listed:

LESSEE/OCCUPANT WHOSE NAME IS:

NAME _____
LAST 4 SS # _____ D.O.B. _____
STREET _____
CITY STATE ZIP _____
PHONE () _____
EMAIL _____

LICENSE # _____ EXP. DATE _____
EMER. CONT. PHONE # _____
UNIT # _____ ACCESS CODE # _____
REF. BY: INTERNET DRIVE BY YELLOW BOOK

Are you or your spouse on active duty military service? YES _____ NO _____
Commanding Officers name: _____ Phone # _____

UNIT/SPACE NO: _____ SIZE _____ X _____ RENTAL RATE: _____ \$ 1st /MO

MOTOR HOME BOAT TRAILER TRACTOR TRAILER CAR HOUSEHOLD GOODS OTHER
(describe). _____
MAKE _____ YEAR _____ LIC. NO. _____ STATE _____ LENGTH _____ COLOR _____
IS THERE A LIEN? YES NO

ADMIN FEE \$ _____ LATE PAYMENT CHARGE \$ _____ on _____
PRORATED RENT \$ _____ RETURNED CHECK CHARGE \$35
PLUS 1 MONTHS RENT \$ _____ NOT LEAVING UNIT BROOM SWEEP \$6
RETAIL \$ _____
TOTAL MOVE-IN COST \$ _____

DEStorage (hereinafter Owner) rents to Occupant listed on this agreement the storage space indicated above pursuant to the following terms and conditions:

NOTICE OF LIEN: Pursuant to the Delaware Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid for thirty (30) consecutive days.

TERM: The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

RENT: The rent shall be the amount stated above and paid to Owner at the address stated above or such other address designated by Owner for payment. Rent is due each month on the **first day of each month** in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail or e-mail at the address stated in this agreement or subsequent written change of address. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

PARTIAL RENT PAYMENTS: Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Delaware Self-service Storage Facility Act.

CHANGE OF ADDRESS: Occupant's must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

ADMINISTRATION FEE: Occupant agrees to pay the indicated non-refundable administration fee listed above.

DENIAL OF ACCESS: When rent or other charges remain unpaid for five (5) or more days, Owner may revoke Occupant's gate access code and deny tenant access to the storage space.

LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner the late fee indicated above if rent is received five (5) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

Lien Notice: \$25 Lock Cut Fee: \$10 advertisement of Lien Sale: \$25

CROSS COLLATERATION OF SPACES: When Occupant rents more than one space at this facility the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies including denial of access to the facility and sale of the property if all rent on all spaces is not paid when due.

TERMINATION: Ten (10) days advanced written notice given by Owner will terminate this tenancy. Owner does NOT refund any portion of paid or pre paid rent. Tenant must broom sweep the unit clean and return the keys to the facility manager by no later than the end of the business day on the last day of the month to avoid being billed AND THUS RESPONSIBLE FOR the entire next month's rent. There are no prorated rent refunds for early move outs.

LIMIT ON VALUE OF STORED PROPERTY: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody, nor control over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property.

HAZARDOUS, TOXIC MATERIALS, ANY AND ALL TYPE OF FIRE ARM(S) AND/ OR AMMUNITION PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, Delaware or federal law or regulation, and from engaging in any activity that produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant is prohibited from storing any type of fire arm or ammunition in any unit. Owner may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Occupant is solely responsible for Occupant's stored property. Occupant understands that Owner is not responsible for damage to any property stored in the unit or on the premises. Occupant understands that Owner's insurance does not cover Occupant's property. Occupant, at Occupant's expense, shall maintain a 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 the Rental Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Rental Agreement.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

TIME TO MAKE CLAIM OR BRING SUIT: Occupant must bring any claim that arises out of this rental agreement, the negotiations that preceded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

ATTORNEY FEES: In the event Owner institutes any action to enforce any covenant or condition of the Agreement or to recover any rent or charge due or to recover possession of the space or facility for any default or breach of this Agreement by Occupant, Occupant shall pay Owner's attorney's fees, costs, and expenses incurred in connection with such action.

AUTOMATED CALLS: Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence or, email box, cell phone by automated telephone calls or texts. Such automated calls may be for conveying important facility information, marketing or collection purposes.

LOCKS: Occupant may provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

NOTICES: All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the Occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. All statutory notices shall be sent as required by law.

RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

OWNER'S RIGHT TO ENTER: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon two (2) days advanced written notice to Occupant. **In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.**

OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

NO ALTERATIONS: Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

NO SUBLETTING: Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or any of Owner's agents or employees purporting to modify or add to this agreement in any manner.

SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

ENFORCEMENT: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

Do not sign this agreement until you have read the entire rental agreement and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor. Keep a copy of this rental agreement to protect you legal rights

Occupant signature : _____ Date : _____

On behalf of owner : _____ Date : _____

**WAIVER OF SERVICEMEMBERS CIVIL RELIEF ACT RIGHTS
ADDENDUM TO RENTAL AGREEMENT**

WARNING: The Servicemembers Civil Relief Act provides important protections to members of the armed forces who are on active duty and to their dependents. By executing this waiver you are giving up those rights.

I, _____, am a member of the United States Military serial number _____ and I am currently on active duty status. My spouse or I have entered into a contract for the rental of self storage space # _____ from DE Self Storage

I hereby waive all my rights provided under the Servicemembers Civil Relief Act that apply to the rental of a self storage space. I specifically waive my rights affecting the self storage Owner's lien remedy provided by the Delaware Self-service Storage Facility Act.

I have been advised that under state law, my stored property may be sold if I fail to pay rent when due. **I understand that by waiving my rights under the Servicemembers Civil Relief Act the self storage facility owner has the legal right to sell my stored property without first obtaining a court order.**

Print Tenant Name

Tenant Signature

Date

Branch of Service: _____

Base/Unit Contact Information: _____

Phone Number () _____

DO NOT PRINT