



MASSACHUSETTS SELF STORAGE RENTAL AGREEMENT
Cold Spring Self Storage: 159 Bay Rd, Belchertown, MA 01007
(413) 323-0001 - info@coldspringselfstorage.com

Occupant: _____

Storage Space #: _____ Name of Employer _____

Home Address: _____
 (Street)

 (City) (State) (Zip)

() _____ () _____ _____
 Primary Phone Secondary Phone Email Address

Social Security # _____ Driver's License # _____ State _____

Are you or your dependent/spouse a member of any branch of the active or reserve military service including National Guard? Yes _____ ; No _____ ; if Yes, please complete Rider "A."

Photo ID copied by: _____ Hard copy: _____ Digital copy: _____

<p>ALTERNATE CONTACT: _____ _____ (Name)</p> <p>_____ _____ (Address) (Email address)</p> <p>The alternate contact shall only receive notices pursuant to Rental Agreement or Chapter 105A of the Laws of Massachusetts as may be required. This designation shall not provide an alternate contact with authority to access the leased space except as provided by law.</p>
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Occupancy Starts: _____ Rent due: **1st of month (no invoices will be sent)**

Late fee imposed 5 days after rent is due, prorated first month rent _____ ;

First full month of rent: \$ _____ ; Next rent due on the 1st of _____ .

Fees/Charges: Rent: \$ _____ per month; Admin fee: \$ _____ ; Late fee: \$ _____

(after 5 days); Declined payment fee (including credit cards): \$ _____ ; Late letter fee: \$ _____ ;

Lien fee: \$ _____ ; Lock cuts: \$ _____ ; Advertising: \$ _____ ; Sale: \$ _____

Other: \$ _____ ; Other: \$ _____

**MANDATORY NOTICES OF LIEN: THE MASSACHUSETTS SELF-SERVICE STORAGE FACILITY ACT GIVES THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY A LIEN ON OCCUPANT'S STORED PROPERTY "FOR RENT, LABOR, INSURANCE, OR OTHER CHARGES IN RELATIONSHIP TO THE PROPERTY [AND] FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PROPERTY OR REASONABLY INCURRED IN ITS SALE PURSUANT TO THIS CHAPTER."
 PROPERTY STORED IN THE LEASED SPACE IS NOT INSURED BY THE OPERATOR AGAINST LOSS OR DAMAGE. IT IS THE OCCUPANT'S SOLE AND EXCLUSIVE RESPONSIBILITY TO INSURE OCCUPANT'S PERSONAL PROPERTY AGAINST LOSS OR DAMAGE.
 OCCUPANT'S PROPERTY MAY BE SOLD TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT IF RENT AND OTHER CHARGES ARE NOT PAID WHEN DUE. A LATE FEE MAY BE CHARGED BY THE OPERATOR FOR EACH MONTH THAT THE OCCUPANT DOES NOT PAY RENT WHEN DUE. A LATE FEE MAY BE CHARGED BY THE OPERATOR FOR EACH MONTH THAT THE OCCUPANT DOES NOT PAY RENT WHEN DUE.**

Vehicle (motor vehicle, motorcycles, watercraft, trailer, semi-trailer, recreational vehicle, all terrain road vehicles, any other type of titled item) stored in the leased space: Yes _____; No _____. If "Yes," complete Rider "B."

Temperature controlled storage space? Yes _____; No _____. If "Yes," Rider "D" applies.

EMAIL NOTICES. OCCUPANT MAY CONSENT TO RECEIVE NOTICES OF DEFAULT APPROVED BY THE MASSACHUSETTS SELF-STORAGE FACILITY ACT (GENERAL LAWS OF MASSACHUSETTS TITLE IX, CHAPTER 105A) ONLY BY ELECTRONIC MAIL TO THE EMAIL ADDRESS PROVIDED BY OCCUPANT ABOVE BY INITIALING HERE: _____ [INITIAL HERE] AND BY DOING SO, OCCUPANT WAIVES ALL RIGHTS TO NOTICES TRANSMITTED VIA U.S. MAIL. (If not indicated, Occupant does not assent to email default notices).

_____, hereinafter "Operator," rents to "Occupant," and Occupant accepts the storage space indicated above pursuant to the following terms and conditions:

1. *****TERM:** The term of the tenancy shall commence on date indicated above and shall terminate on the last day of the month in which this agreement is signed. Operator shall *pro rate* the rent for _____ days of the month to reflect the portion of the month for which rent is charged. Occupant may have been also been charged a full month of rent in addition to the *pro rated* rent, as indicated above. The amount of the time rent is paid through is the "Initial Term." Occupant agrees that he/she/it is a "month to month Occupant" and that the minimum rental term is one full month. The date the initial term ends is stated above as the "Next Rent Due the First of" date above. At the end of the initial term, unless either party has given notice, the term automatically renews thereafter in increments of a 1 full calendar month at a time only, until terminated by either party, with at least _____ days advance written notice.

2. **RENT:** Rent shall be the amount stated above. Rent is due each month on the first (1st) day of the month in advance and without demand or invoice. Operator reserves the right to require that rent and other charges be paid in cash, good check, certified check, or credit card (if applicable). Operator may change rent, additional rent, or other charges by giving Occupant 30 days' written notice, in advance, at the mailing or email address stated in this rental agreement. The new rent shall become effective on the next date rent

is due. If Occupant has made advanced rent payments, new rent will be charged upon the exhaustion of the prepaid rent.

3. **CHANGE OF ADDRESS:** Occupant(s) must provide address changes to Operator in writing. Such change will become effective only when given: by Certified Mail to Operator, in person to Operator at the office of Operator, by a website password protected account, other. Such change will become effective only when received and acknowledged by Operator. (Check all that apply.) (If none are checked then notice must be given in person only.)

4. *****ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.

5. *****LATE CHARGES AND OTHER FEES:** Occupant agrees to pay Operator the late fee indicated on page 2 if rent is received the number of days after the due date as indicated on page 2 of the rental agreement. Occupant shall pay Operator the indicated fee for each letter sent to Occupant, notifying Occupant of the default. Occupant agrees to pay Operator the indicated fee on page 2 as a declined payment charge plus all bank charges for any dishonored check, declined credit card charges, or other fee assessed against Owner as a result of a declined payment. Occupant agrees to pay all other default fees and charges listed on page 2 of the rental agreement if Operator is forced to provide such service as a result of a default by Occupant. These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. In the event of default, Occupant agrees to pay all collections and lien costs incurred by Operator.

6. **TERMINATION:** Written notice as described in Provision 22 of the rental agreement must be given, in advance, by Operator or Occupant to the other party in advance to terminate this tenancy. Except for the initial term, Operator does not prorate rent; therefore, only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the storage space. Occupant must leave the storage space broom clean and in good condition, and must remove Occupant's lock. A storage space left with lock in place will continue to incur rent. Occupant is financially responsible for all damages to the leased space and the facility.

7. *****OCCUPANT ACCESS:** Occupant's access to the storage space and the facility may be limited as reasonably deemed necessary by Operator, including, but not limited to, requiring identification from Occupant, limiting hours of operation, limiting use of gate (if applicable), or requiring Occupant to sign-in and sign-out upon entering and leaving the facility, including the temporary closure of all or portions of the facility for repairs, maintenance emergencies, health and safety issues, weather, evacuations, power outages, or police/fire activity, and system failures. Operator may change the times and methods of access to the facility with thirty (30) days written notice to Occupant. In the event of an emergency at or around the facility, Operator may require Occupant enter only when escorted by Operator's employees or agents. Operator shall not be liable to Occupant for Occupant's or Occupant's invitee's inability to gain gate access due to mechanical failure, misuse of access code(s) (if applicable), or any other reason.

8. *****USE OF STORAGE SPACE:** The space shall be used only for storage of personal property owned by Occupant, or which Occupant has permission to store, and for no other purpose. It is expressly agreed that Operator is under no duty to maintain any records of the property so stored in the space. **Occupant hereby**

acknowledges and agrees that Operator is not a warehouseman as defined in Massachusetts General Laws Chapter 105 or Article 7 of the Uniform Commercial Code.

Occupant shall keep the storage space in a clean and sanitary condition and free of rubbish, liquid waste, or refuse. Occupant shall not use the storage space or facility for the use or storage of any food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous, or toxic materials or substances (as defined below); noxious smelling items deteriorate, contraband or illegal substances; items which are volatile, or which are hazardous when exposed to moisture, or which burn with extreme rapidity, or which when burning or subjected to heat produce toxic fumes or gases in quantities and under conditions dangerous to the safety or health of any person, or for any unlawful purpose of any kind. Occupant shall not store any property that includes combustible dust, explosive gases, flammable and combustible solids, flammable liquids, poisonous, corrosive, or fumes or hazardous substances described below. Occupant shall not engage in any activity in the storage space which produces such prohibited materials. Occupant shall not use the storage space for any unlawful purpose, for the operation of any commercial, industrial, manufacturing, or distribution business. These items include, but are not limited to, the following:

A. ANY ITEM PROHIBITED BY LAW OR ORDINANCE: Occupant shall not store in the space any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary, Police or Fire Departments, or other appropriate governmental body or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the space. Further, Occupant shall not use or allow the space or facility to be used for the release, storage, use, treatment, disposal, or other handling of any hazardous substance without prior written consent of Operator. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation, nor use the Space for the conduct of any business or for any human or animal habitation.

B. FOOD, PERISHABLE GOODS: Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the space.

C. GAS POWERED ITEMS: Occupant shall not use the space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires, or batteries, or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the space and in such case shall store the item with no more than one quarter (1/4) tank of gas and a drip pan or absorbent pad designed to absorb petroleum products under the stored item to retain any leaking fluids and no propane may be stored in the premises including canisters. A Vehicle Storage Addendum must be completed and executed by Operator for any titled vehicle stored in the space. Occupant must be notified of the date a first advertisement is run. Occupant shall also be liable to Operator for cleaning and shall not live or sleep in the space or facility, nor shall animals be permitted to be stored in the premises.

D. **OCCUPANCY:** Occupant shall not live in the storage space, or at the facility. Occupant shall not keep or store any animal in the storage space or facility. Any pets Occupant brings to the facility when Occupant visits, shall remain in Occupant's vehicle at all times.

E. **PROPER USE:** Occupant shall use the storage space for storage of personal property only and shall not use the storage space for any manufacturing, industrial, welding, or distribution operation. Occupant shall not use the storage space for any exhibit, display, rehearsal, or for any purpose which would bring an audience to facility.

F. **SENTIMENTAL OR EMOTIONAL PERSONAL PROPERTY:** Occupant shall not store any personal property which is an antique, collectible, or is irreplaceable, and shall not store anything with sentimental or emotional value (and Occupant waives all claims for sentimental or emotional attachment) and shall not store anything which would be damaged by fluctuation in temperature in the storage space.

9. *****LIMIT ON THE VALUE OF PERSONAL PROPERTY STORED: Occupant agrees not to store personal property in the storage space with a total value in excess of \$5,000.00 without the prior written permission of Operator. If such written permission is not obtained, the value of property shall be deemed never to exceed \$5,000.00.** The storage space is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant. By this agreement, Operator is generally not liable for the loss of Occupant's personal property. In the event any competent court of law adjudicates Operator liable for any loss, for any reason, Occupant agrees that Operator's liability shall not exceed \$5,000.00. This provision shall not constitute an admission that Occupant's property has any value whatsoever. In no event will Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of five-thousand dollars (\$5,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions, or negligence of Operator or Operator's agents. Occupant will not sue Operator or Operator's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this provision.

10. *****INSURANCE:** Occupant, is required to, is strongly recommended to, at Occupant's expense, shall maintain insurance against loss or damage to its stored personal property in an amount at least equal to the actual cash value of stored property. Insurance on Occupant's storage property is a material condition of this agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to personal property that would be covered by such insurance. (If neither is checked, the Occupant is recommended to carry insurance.)

11. *****RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE:** All property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Operator and Operator'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.

12. *****RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY:** Operator, Operator'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.

13. *****INDEMNITY:** Occupant agrees to indemnify, hold harmless, and defend Operator 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, and Occupant's guests or invitee's, use of the storage space and the self-storage facility, including claims for Operator's active negligence.

14. **LOCKED SPACE; STORAGE OCCUPANT'S RISK; ABANDONMENT:** Occupant is required to keep the storage space locked using one lock per door. Occupant shall, in its sole discretion, select a lock Occupant deems suitable for use for self-service storage. Owner shall not retain a key to Occupant's lock. Occupant shall place only one lock on one hasp, the other hasp is reserved for Owner's use. If Owner finds an occupied space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, Owner will notify Occupant, and Owner may, but is not required to, lock the space with Owner's lock at Occupant's expense. If Owner chooses to re-secure the space, after _____ days, Owner shall put a new lock on the space and charge the lock to Occupant's account. The keys will be; mailed to Occupant's last known address, maintained in the facility office for Occupant to claim. Owner may dispose of or sell the personal property abandoned in the space. Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody, or control over Occupant's personal property. Owner assumes no responsibility for any loss, damage, or casualty however caused to such personal property. (If no option is selected, then the keys will be mailed.)

15. **DEFAULT, OPERATOR'S REMEDIES, AND LIENS:** Time is of the essence in the performance of this agreement and in the payment of each and every installment of any rent or any other charges to be paid in accordance with this agreement. **If any such rent or other charges shall be due and unpaid or if Occupant shall fail or refuse to perform any of the covenants, conditions, or terms of this rental agreement, AND IF SUCH DEFAULT CONTINUES FOR MORE THAN FIVE (5) DAYS, OPERATOR, AT ITS OPTION, MAY** (a) terminate Occupant's right to use the storage space; (b) double lock the storage space or otherwise deny Occupant access to the storage space and/or facility; (c) enter the Operator's storage space for the purpose of taking inventory of the property stored therein, and for the purpose of removing any personal property found therein and moved to a place for safekeeping at the expense and risk of Occupant; and (d) enforce Operator's lien by selling the property at a public sale in accordance with the provisions of Massachusetts law, and apply the net proceeds from such sale to the payment of all sums due to Operator from Occupant hereunder at such public sale for any amount of money more than is reasonably necessary to satisfy its lien. Alternatively, Operator may offer the personal property for sale by a commercially available website which will be listed in the default notice from Operator to Occupant.

16. *****RULES AND REGULATIONS:** Operator 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. The rules and regulations are incorporated into this rental agreement as if re-written. Occupant agrees to follow all rules and regulations now in effect or that may be put into effect from time to time. Any change to the rules and regulations may be made by: posting a copy of the revised rules and regulations on facility's website or: in facility's office, at the gate or entrance to the facility, or other _____ . Any

changes to the rules and regulations shall be in full force and effect 30 days after notice from Operator. (If no options checked, then rules and regulations shall be posted at the entrance.)

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

18. *****OPERATOR'S RIGHT TO ENTER:** Operator, its employees or agents, and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the storage space, without notice to Occupant, to take such action as may be necessary to preserve Operator's property in the event of an emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Operator's rights. For the purposes of this rental agreement, "emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the facility or any of the buildings or any other personal property stored at the facility. Operator shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the storage space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Occupant's personal property (the "work"). Operator will endeavor to give a minimum of three (3) days' notice to Occupant of the work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the work. If Occupant is unavailable or unable to provide Operator access, Operator may cut or remove and replace the lock after the work has been completed with a lock of similar quality at Occupant's expense. Occupant may obtain keys to the replacement lock from Operator's office during office hours or Operator may mail the keys as described in provision 14.

19. *****PROPERTY LEFT IN THE STORAGE SPACE:** Occupant agrees that Operator may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his/her tenancy by giving authorizing notice of removal of Occupant's lock. Occupant is responsible for paying all costs incurred by Operator in disposing of such property. Pursuant to Section 105R:9, in the case of an abandoned storage space, the Operator shall have the right to take possession of the storage space after 14 days and dispose of any personal property in the storage space by any means so long as the Operator has attempted to contact the Occupant on 2 separate days, at least 3 days apart, or, if unsuccessful, has attempted to contact the secondary or emergency contact, if one was provided, to discern whether the storage space is abandoned.

20. *****SECURITY TYPE SYSTEMS:** Owner employs certain measures to protect Owner's facility referred to as "security type systems." The operation or failure of any type of security type system installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her personal property. These security type systems may include: gate codes; cameras; lighting; alarms; other _____
(if none are checked then no systems are presumed to exist). Occupant acknowledges that these measures are for the protection of the Owner's facility as a whole and not the individual space or for protection of the Occupant, that video cameras and alarms (if applicable) are not monitored at all times, and that all of these systems may not operate properly in the event of a mechanical, electrical, or software failure. Further,

video cameras may not record specific events or may not record at all times and may not record all parts of the facility.

21. *****WAIVER OF JURY TRIAL:** Operator and Occupant waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Operator against Occupant, or Occupant against Operator, or Operator's agents or employees, on any matter arising out of, or in any way connected with this rental agreement, Occupant's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute, or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests, or invitees.

22. **NOTICES:** Except as otherwise required by law, all notices under this rental agreement from Operator to Occupant shall be: mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the terms and conditions section of this rental agreement and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing or upon emailing. Default notices shall be emailed to Occupant if Occupant provides assent for email notification for default notices on the page 2 of this rental agreement. All notices from Occupant to Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the office mailing address listed on the first page of this rental agreement, or delivered to Operator's office (if applicable). Occupant is responsible for notifying Operator in writing to the facility office or in person on a form prescribed by Operator, of any change in Occupant's address or of intent to vacate at the end of the term. (If no option is selected, notices shall be mailed.)

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

24. **PEST CONTROL:** Occupant is advised that Operator may use chemicals at the facility including around the storage space, for pest control. For this reason, no pets are allowed. The only extermination provided by Operator, if at all, is in common areas of the facility.

25. *****NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Operator and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Operator or by Operator's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

26. **AGREEMENT TO MEDIATE:** Operator and Occupant agree as follows: With the exception of non-payment of Occupant's rent and Operator's right to conduct a lien sale, declare an abandonment, dispose of personal property, or evict as a result of default under this rental agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding, or otherwise

("claim") between or involving Operator and Occupant, whether arising out of or relating in any way to this rental agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant located within 15 miles of the facility. In the mediation, Operator and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Operator and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert, or counsel for any party with respect to the dispute and any related matters.

27. **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.

28. **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.

29. **NOTICE TO OCCUPANT:** DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANT AND CONDITIONS CONTAINED HEREIN. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN.

Name: _____

Address: _____

City / State / Zip: _____

Phone: _____

30. **NeSSA MEMBERSHIP:** The Self Storage Facility using this rental agreement is a member of the Northeast Self Storage Association. Permission to use this rental agreement is granted only to those who are in good standing with the NeSSA and if the Operator is not a member in good standing of NeSSA at the time this rental agreement is voidable and unenforceable at tenant's option and Operator will be in violation of the NeSSA's copyright. Persons violating NeSSA's copyright and reproducing this form without authority will be prosecuted. This rental agreement is valid only in Massachusetts.

KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

IN TESTIMONY WHEREOF, Operator has caused this instrument to be executed in duplicate under seal and Occupant has hereunto affixed his/her signature on the date and year first above written. Occupant acknowledges receipt of a fully executed copy of the rental agreement which is ten (10) pages long.

Occupant's Signature: _____ Date: _____

Operator/Manager's Signature: _____ Date: _____

RIDER "C"
CREDIT CARD ADDENDUM

This addendum to a certain self storage rental agreement dated _____, 20____, between Massachusetts Self Storage and _____ as Occupant is amended for the following purposes:

WHEREAS, Occupant has chosen to have automatic credit card payments as a simple way for the Occupant to ensure that the Occupant could avoid unnecessary late charges and other fees.

It is therefore agreed the following language is added to the rental agreement: "Occupant hereby authorizes Operator to automatically charge or debit the credit/debit card indicated below (which is owned by the Occupant or upon which Occupant has authority to charge) for the account listed below on the first day of each month or as soon as reasonably practicable thereafter, in the amount stated in the terms and conditions of the Massachusetts Self Storage Rental Agreement, as rent for each and every month Occupant continues to occupy the storage space. Operator shall also charge any damages to the storage space or facility, or additional rent to the card. This authorization shall continue and include any increases in rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the rental agreement owing any sum of money due to Operator, Operator may charge/debit Occupant's credit/debit card, any sum due and owing upon termination. The authorization to charge/debit rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the rental agreement.

Occupant provides Operator the following credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described above.

Name on card: _____ Expiration: _____ Security code: _____

Type of card: American Express Discover MasterCard Visa Other _____

Credit/Debit card number: _____

Credit/Debit card billing address: _____
(Street address)

(City) (State) (Zip code)

No other terms and conditions of the rental agreement are modified by this Addendum. In the event of a conflict between the terms of this Addendum and the rental agreement, the terms of this Addendum shall control.

"Operator"

By: _____
Its: Authorized Agent
Date signed: _____

"Occupant"

Signature: _____
Printed name: _____
Cardholder signature (if different): _____
Identification required _____ (initial)