

**GUARDIAN SELF-STORAGE LEASE AGREEMENT**

Tenant's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone# \_\_\_\_\_

Work Phone# \_\_\_\_\_

Gate Code No. \_\_\_\_\_ \* (Then press star key)

**Alternate Contact Information** (Optional):

Name \_\_\_\_\_

Phone# \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

(For office use)

Unit Number \_\_\_\_\_

Unit Size \_\_\_\_\_

Current Monthly Rent \$ \_\_\_\_\_ (w/tax)

Security Deposit     **Waived**

Administrative Fee   **Waived**

**Employer Information** (Required, If Applicable):

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

This lease agreement ("Agreement") is entered into on \_\_\_\_\_, 2012, between Guardian Self-Storage, LLC, a New Jersey Limited Liability Company whose address is 1420 Route 50, P.O. Box 189, Tuckahoe, Township of Upper, County of Cape May, State of New Jersey 08250, ("Landlord"), and name and address given above ("Tenant"). Landlord and Tenant hereby agree to the following terms and conditions:

1.     RENTAL:       Landlord hereby rents and leases to Tenant and Tenant hereby hires and leases from Landlord Storage Unit No. given above, herein referred to as the Leased Premises or Unit, located on the premises located at 1420 Route 50, Tuckahoe, Township of Upper, County of Cape May, State of New Jersey commonly known as Guardian Self – Storage for the Term and at the rental provided for in this Agreement.

2.     TERM:         The term of this tenancy shall commence on the date written above, and shall either continue thereafter as follows (please check one):

\_\_\_\_\_ on a month to month basis, until terminated in accordance with the provisions set forth below in Section 16, Termination.; or

\_\_\_\_\_ for a fixed term of \_\_\_\_ months, until terminated in accordance with the provisions set forth below in Section 16, Termination

\_\_\_\_\_ for an initial fixed term of \_\_\_\_ full months then month to month thereafter, until terminated in accordance with the provisions set forth below in Section 16, Termination

3. RENT: Rent for the Leased Premises hired by Tenant shall be (please complete one) \$\_\_\_\_\_ per month, payable in advance on the 1st day of each and every month, or \$\_\_\_\_\_, payable \_\_\_\_\_; at Landlord's address, with the first payment made concurrently with the execution of this Agreement, receipt of which is hereby acknowledged. No monthly invoice or statement will be issued. There shall be no refund on any monthly rental if this Agreement is terminated before the end of the rental month. The monthly rental rate may be changed by Landlord at any time, by giving written notice to Tenant thirty (30) days before the end of any month of this tenancy. If Tenant has made advance rental payments, the new rate will be charged against such payments, effective upon the giving of notice of the new rate.

4. ADMINISTRATION FEE: In addition to the rental provided for in this Agreement, Landlord acknowledges receipt of a non-refundable administration fee as noted above.

5. SECURITY DEPOSIT:

A. In addition to the rental provided for in this Agreement, Landlord acknowledges the receipt of payment as noted above which construes a security deposit for the satisfactory performance of all of the terms of the lease by Tenant and which shall be returned to Tenant, without interest, upon Landlord's determination of satisfactory performance at the end of this Agreement. The security deposit is not prepaid rent. Landlord is free to apply the security deposit on account of unpaid late fees, return check fees, damages to the Landlord's property or other tenants' property by Tenant, cleaning expenses, or any other charges due and unpaid under this agreement, including unpaid rent at any time during the term of the lease.

B. Should Landlord need to apply any portion of the security deposit toward costs or expenses as identified above, at Landlord's sole discretion, Landlord may call for an additional security deposit from Tenant in the amount of the original deposit set forth herein, together with an additional 50% thereof, and failure of Tenant to supply said subsequent security deposit within ten (10) days of the request of the Landlord shall be considered a breach of this agreement by the Tenant, subjecting Tenant to the termination rights of Landlord.

C. The deposit, less any deductions as provided above, shall be mailed to Tenant within thirty (30) days after Tenant surrenders the Leased Premises to Landlord and vacates the Unit in accordance with the requirements set forth in Section 19, Surrendering the Unit.

6. USE:

A. The Leased Premises are intended for the sole and exclusive use of the storage of property owned or lawfully in possession of Tenant. Tenant shall use the Leased Premises only for the storage of goods or commodities stored for any lawful purpose and in the possession of Tenant through lawful means. Tenant expressly shall not have the right to store any items that Tenant possesses illegally or which are items that are unlawful to be possessed by Tenant, nor shall Tenant store any flammable, explosive or dangerous materials live animals or illegal drugs on the Leased Premises.

B. Tenant agrees that Tenant shall not maintain any business, operate any machinery, or use the Leased Premises for any commercial, industrial, retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility without the express written consent of the Landlord as evidenced in a separate consent agreement.

- C. Tenant shall provide Tenant's own lock that in Tenant's sole discretion Tenant deems sufficient to secure the Leased Premises, with Tenant being exclusively responsible for the secured condition of the Leased Premises during the period of this lease agreement. Landlord shall have no obligation to lock or otherwise secure the Leased Premises, i.e. the Unit which Tenant is leasing.
- D. Tenant agrees not to store collectibles, heirlooms, jewelry, works of art, or any property having special or sentimental value to Tenant. Tenant further agrees not to store property with a total value in excess of \$2,500 without the written permission of Landlord. If such written permission is not obtained, the value of Tenant's property shall be deemed to not exceed \$2,500.
- E. Tenant is strictly prohibited from storing or using materials in or on the Leased Premises, or anywhere on the property of Landlord, classified as hazardous or toxic under any state, federal or local law or regulation, and from engaging in any activity that produces such materials. Tenant's obligations of indemnity as set forth in Section 12 herein specifically includes any cost, expenses, fines or penalties imposed against Landlord arising out of storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. Further, Tenant acknowledges and agrees to abide by Landlord's rule prohibiting the storage of barrels or drums of any kind on or about the Leased Premises, or anywhere on the property of the Landlord.

7. ALTERATIONS: MAINTENANCE: Tenant shall not make or suffer any alterations to the Unit, the Leased Premises or any of Landlord's property or premises without the written consent of the Landlord. Tenant shall keep and maintain the Unit in a clean and sanitary condition and shall not permit the presence of rubbish, liquid waste or refuse on or in the Unit, the Leased Premises or Landlord's Property, and shall, at the termination of this Agreement, leave the Unit in broom clean, undamaged condition.

8. LIEN:

- A. Landlord shall all rights and remedies at law or equity including, pursuant to N.J.S.A. 2A:44-165 through 2A:44-168 Landlord shall have a lien for rent and for any other charges due and owing under this Agreement, and for money necessarily expended in and about the care, preservation, keeping and/or sale of the property stored pursuant to satisfying a valid lien. The rights of Landlord to such lien are regulated by statute.
- B. Tenant hereby gives and grants to Landlord a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the Leased Premises, specifically including powered equipment or motor vehicles. Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every covenant and obligation of this Agreement, Landlord may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorneys fees.

9. RELEASE OF LIABILITY:

- A. All personal property stored within or on the Leased Premises by Tenant shall be stored ***at Tenant's own risk***. This Lease Agreement is made on the express condition that Tenant release Landlord from all liability and claims for any damage to or loss of any property of any kind whatsoever and to whomsoever belonging, including Tenant, while in, upon, or in any way connected with the Leased Premises, during the term of this Agreement or any extension of this

Agreement or any occupancy under this Agreement from any cause or causes whatsoever including, *but not limited to*, water or flood damage, burglary, theft, mysterious disappearance, fire, rodents, termites or other insects, birds, mold, mildew, Acts of God, War, national or State Emergency or the active or passive acts or omissions or negligence of Landlord or Landlord's agents or employees or other tenants, or by reason of breakage, leakage, or obstruction of the water or sewer pipes or other water leakage of whatever nature in and about the Leased Premises. Tenant further agrees that Landlord shall not be liable for any consequential damages whatsoever.

- B. Landlord, Landlord's agents and employees shall not be liable to Tenant for injuries of any kind from any cause or causes whatsoever resulting from Tenant's use of the Unit, the Leases Premises or any portion of the Landlord's Property, even if such injury is caused by the active or passive acts, omissions or negligence of Landlord, Landlord's agents or Landlord's employees, other tenants or third parties.

10. LANDLORD'S RIGHT TO ENTER: Landlord shall have the right to enter into and upon the Leased Premises without prior notice to Tenant whenever Landlord believes that any hazardous condition or nuisance has been created, or is occurring in the Unit, for the purpose of inspecting the condition of or repairing the Leased Space and/or Unit door, for inspections by governmental authorities or in case of an emergency or casualty. In the event any materials are discovered which are hazardous, or constitute a nuisance, Landlord may immediately arrange for their removal and disposal at Tenant's expense. In the event of an emergency or casualty; Landlord may take whatever steps Landlord determines are reasonably necessary to abate the emergency or casualty, and Landlord shall not be responsible for any loss or damage of any kind, nature or description caused as the result.

11. INSURANCE: Tenant shall, at Tenant's sole expense, maintain insurance on the property stored in and on the Leased Premises. Said insurance shall include coverage for fire, extended coverage endorsement, burglary, vandalism and malicious mischief, for the actual cash value of the stored property. Insurance on Tenant's stored property is a material condition of this Agreement and is for the benefit of both Landlord and Tenant. Failure to carry the required insurance is a breach of this Agreement and Tenant further assumes all risk of loss to stored property that would be covered by such insurance. Tenant agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Landlord or Landlord's agents or employees.

12. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Landlord from any liability, loss, cost, obligation, claim, demand, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the Unit and the Leased Premises, however occurring, including claims for Landlord's active negligence. This indemnity obligation specifically extends to any action brought by any person or governmental agency in connection with any hazardous materials brought onto the facility by Tenant, Tenant's guests, invitees, agents or employees or stored in Tenant's Unit.

13. CASUALTY: In the event the Leased Premises shall be damaged by fire or other casualty during the term of this Agreement, whereby the Leased Premises shall be rendered totally untenable, either Landlord or Tenant may cancel this Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of cancellation, and Tenant, so long as lawfully in possession of the Leased Premises, shall be held harmless by Landlord for damage to the Leased Premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the act or conduct of Tenant, Tenant's licenses, or invitees. Notwithstanding the foregoing, Tenant, alone, at all times, remains fully and completely responsible for any damage to Tenant's property. Tenant, alone shall be responsible for any and all damage to property and/or the Unit, Leased Premises and/or the Landlord's property if occurring when Tenant is not properly and lawfully in possession of the Leased Premises.

14. ATTORNEYS FEES: In the event any action is instituted at law to enforce any covenant contained in this Agreement or to recover any rent due or to recover possession of the Leased Premises for any default or breach of this Agreement by Tenant, Tenant shall pay such reasonable attorneys fees as may be determined by the Court.

15. DELINQUENT PAYMENT:

- A. Rental payment shall be due and payable in advance on the 1st day of each month.
- B. In the event that the rental payment is not received by the tenth (10<sup>th</sup>) day after it has become due and payable, rental payment shall be considered as delinquent and in addition to the rental then due, there shall be due an additional late charge of Twenty Dollars (\$20.00) per month until the rental amount is paid.
- C. When rent and other charges remain unpaid for ten (10) consecutive days after the date they are due and payable, Landlord may, in its sole discretion, deny Tenant access to the facility and the Leased Premises until such amounts are paid in full. Additionally, Landlord shall have the right to remove the Tenant's property from the Unit and place it in storage consistent with Paragraph 16.
- D. In the event any charges due from Tenant to Landlord are paid by check and said check should be dishonored, Landlord shall be entitled to a return check charge from Tenant in the amount of Twenty-five Dollars (\$25.00) be added to the amount of the dishonored check, plus any late fees, and must be paid in conjunction with the substituted check.

16. TERMINATION PROVISION:

- A. This Agreement may be terminated by Tenant upon fifteen (15) days written notice to Landlord in accordance with the provisions of Section 19, Surrendering the Unit.
- B. This Agreement may be terminated by Landlord upon Tenant's failure to pay the rent when due and payable as set forth in Paragraph 15. In that event of such termination, Landlord shall have the right to immediately remove all of the property of Tenant and to store it at Tenant's sole expense (including the removal, towing and storage of power equipment and/or motor vehicles) except such property as may be necessary to satisfy the lien provided for in this Agreement for unpaid rental to Landlord. Tenant shall have the obligation to retrieve the stored property within thirty (30) days of removal and storage by Landlord. In the event that that Tenant does not retrieve his or her stored property, the property shall be considered abandoned by Tenant and Landlord shall be free to dispose of said property in any manner Landlord may deem appropriate with no liability to account to Tenant for the disposal of said property.
- C. This Agreement may also be terminated by fourteen (14) days written notice by Landlord to Tenant, with or without cause or for any reason whatsoever, or by the mutual agreement of the parties.

17. RULES AND REGULATIONS: The rules and regulations applicable to the premises in which the Unit is located are posted in a conspicuous space about the premises and made part of this Agreement, and Tenant shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to amend and make additional rules and regulations for the safety, care cleanliness and preservation of good order to the premises and to establish or change the hours of operation and/or access to the facility. Upon the posting of such amendments and additions they shall become part of this Agreement.

18. **SERVICES:** Landlord provides no services with regard to Tenant's stored property. If any employee, agent or servant of landlord performs any services on behalf of Tenant with regard to such Tenant's property, such services are performed as agent of Tenant.
19. **SURRENDERING THE UNIT:** Tenant must submit the Notice of Intent to Surrender Form (a copy of which is attached hereto) fifteen (15) days prior to vacating the Unit. Upon Tenant's actual surrender of the Unit to Landlord, the Unit will be inspected to insure that Unit is clean and undamaged, with all locks removed, and all accounts will be reviewed to insure Tenant's accounts are current and paid in full; at that time, both Tenant and Landlord must complete and sign the Surrender Form indicating that the Unit has been inspected and surrendered. Failure to complete and sign the surrender provisions of the form will cause Agreement and rent to continue. No refunds of rent will be made for surrendering the Unit prior to the end of the rental month and Tenant agrees that Landlord may lease the Unit to other parties upon the Tenant's surrender of the Unit.
20. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Venue of any legal action shall be in the Superior Court of New Jersey, Cape May or Atlantic County.
21. **WAIVER OF TRIAL BY JURY:** **Tenant and Landlord waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either of them against the other on any matter arising out of or in any way connected with this Agreement, Tenant's use of the Unit or any claim of bodily injury to property damage or the enforcement of any remedy under any law, statute or regulation.**
22. **EFFECT OF PARTIAL INVALIDITY:** The invalidity of any part of the Lease Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
23. **WAIVERS:** Waiver by Landlord for any breach of any covenant or duty of Tenant under this Lease Agreement is not a waiver of a breach for any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.
24. **REMEDIES OF LANDLORD CUMULATIVE:** The remedies given to Landlord in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Landlord shall not be to the exclusion of any other remedy.
25. **NO WARRANTIES; ENTIRE AGREEMENT:** Landlord makes no implied or express warranties, guarantees or representations as to the nature, conditions, suitability, safety or security of the Unit and the premises. Tenant specifically acknowledges that s/he has made his/her own determination of such matters solely from inspection of the Unit and the facility, without reliance on oral representations made by any person. Landlord's agents and employees are not authorized to make any binding warranties and/or representations about the Leased Premises and/or terms referred to in this Agreement. Only the specific written terms of this Agreement, any written attachments hereto signed by both Landlord and Tenant and the published and posted rules and regulations governing the facility shall govern this relationship.
26. **NO ASSIGNMENT OR SUBLETTING:** Tenant shall not sublet or assign the Leased Premises or any portion of the Unit without the prior, written consent of Landlord. This means that the Tenant may not allow any other person to use any part of the Leased Premises without the prior written approval of Landlord.
27. **TIME:** Time is of the essence in this Agreement with respect to the performance of Tenant. This means that Tenant must perform its obligations on the date and at the time specified in this Agreement.

28. NOTICES: Any written notices or demands to be given under this Agreement shall be considered property made if served by First Class Mail, deposited in the U.S. Mail with postage fully prepaid and addressed to the party to be served at the address such party provided for in this Agreement. Service of any such notice shall be deemed complete upon delivery to the United States Mail Service for transfer. Tenant is responsible for notifying Landlord in writing of any change of address.

**READ, UNDERSTOOD AND ACCEPTED  
AS TO LANDLORD:**

**GUARDIAN SELF-STORAGE, LLC  
A New Jersey Limited Liability Company**

Dated \_\_\_\_\_

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

**READ, UNDERSTOOD AND ACCEPTED  
AS TO TENANT:**

Dated \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

Dated \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

Tenant's Initials \_\_\_\_\_