

LEASE AGREEMENT

This Lease is a legally binding contract. Read it carefully. You will give up certain of your rights as an Occupant. Do not sign it until each Occupant understands all of its terms. If you do not meet your Lease responsibilities, you may (1) lose your Security Deposit, (2) be forced to move out of the property, and (3) be sued for money damages.

The Owner has made every effort to make this lease easy to read and understand. If you do not understand any part of this Lease, please ask Owner for a written explanation before signing the Lease.

LEASE INFORMATION TABLE

Owner Name and Address:	Palermo Realty	2906 Copperleaf Drive Erie, PA 16509
Occupant(s) Name(s):	Occupant(s) Phone Number:	
Occupant(s) Address:	Occupant(s) Email Address:	
Rental Unit Address	<input type="checkbox"/> LOCK & STORAGE UNIT # _____ 5100 HENDERSON RD ERIE, PA 16509	
	<input type="checkbox"/> COPPERLEAF GARAGE # _____ 2906 COPPERLEAF DRIVE ERIE, PA 16509	
<input type="checkbox"/> The term of this rental agreement shall commence on the _____ day of _____, ____ and shall end on the _____ day of _____, _____.		
<input type="checkbox"/> Month to Month: This rental agreement is renewable on a month-to-month basis by Occupant paying the monthly rent and Owner accepting the rent as payment on or before the 1 ST of the month in a rental period. Occupant shall be considered vacated by Owner on the final day of the month in which Owner receives key to the Unit from Occupant.		
<input type="checkbox"/> This lease will run concurrent with the apartment lease by same tenant. Tenant is entitled to a monthly discount of \$ _____. If the lease is terminated before the apartment lease, then all discounts will be reversed for the term and the tenant will be recharged for discounts.		
Lease Start Date		
Monthly Rent \$	Due Date for Rent Each Month 1 ST of each month	
Late Charges \$50 if full balance is not paid on or before the 1 ST of each month		
Bad Check Charge \$50.00	Security Deposit \$	

1. THIS AGREEMENT is executed in duplicate, at the location checked above on the indicated line between "Occupant" and the individual or company whose name appears above, hereinafter referred in as "Owner".
2. DESCRIPTION OF UNIT. In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Occupant, Owner does hereby provide for Occupant, the property described above by unit #, at the indicated location hereinafter called "the Unit" meaning the entire property.

3. **BASIS CHARGE.** The rental charge for this Unit is payable on or before the first day of each month in advance and must be set up through auto pay in AppFolio. If such rent is not paid by the FIRST day of each month for which it is due, the Occupant agrees to pay a LATE CHARGE of \$50.00. For Non-Sufficient Funds, there is a fee of \$50.00 that will be charged in the next month's rent. If at any time Occupant is not set up for AutoPay, they will be considered in default of this agreement. Any payments made via a method other than autopay, such as cash, check, money order, or card will be subject to a \$10 processing fee.

4. **CONDITIONS:**

- a) All rent periods begin on the first day of the month and end on the last day of the month.
- b) Occupant(s) who rent units starting on any day other than the first day of the month will have the rent of the first month pro-rated.
- c) Occupant(s) who vacate their units before that last day of the month will pay for the entire month.
- d) Miscellaneous charges not paid will be deducted from security deposit.
- e) Written 30-day notice is required when vacating the unit.
- F) Occupant(s) are responsible for clearing out snow at unit entryway. Owner will arrange to have the main roadways plowed.

5. **OCCUPANT(S) STORE GOODS AT THEIR OWN RISK:**

I UNDERSTAND THAT THE OWNER IS RENTING A UNIT FOR THE OCCUPANT'S SELF-SERVICE USE AND IS NOT A BAILOR OR WAREHOUSEMAN IN THE BUSINESS OF STORING GOODS FOR HIRE.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE COMPLETED RENTAL AGREEMENT AND THAT I UNDERSTAND THE PROVISION THAT STATES THE LESSOR IS NOT RESPONSIBLE FOR THE LOSS OR DAMAGE TO PROPERTY IN MY STORAGE UNIT.

INSURANCE IS OCCUPANT'S RESPONSIBILITY:

I UNDERSTAND THAT THE OWNER DOES NOT PROVIDE INSURANCE COVERAGE ON ANY PERSONAL PROPERTY IN MY UNIT. OCCUPANT(S) MUST HAVE \$300,000 LIABILITY.
RIDER CONTINGENCY PARAGRAPHS 6 THRU 25 IS INCORPORATED HEREIN.

6. **CHANGE IN TERMS.** Rental agreement terms are subject to change by the Owner with written notice to Occupant 30 days prior to the effective date of the change.

7. **SECURITY DEPOSIT.** Occupant is required to pay a cleaning/damage/security deposit as set forth above to be refunded, without interest, within 30 days following the end of the month in which the Occupant vacates the unit; and provided the Unit is left in a clean and undamaged condition, the rent or other charges are not in arrears, and the Occupant has provided their address where the deposit refund can be sent.

8. **USES AND COMPLIANCE WITH THE LAW.** The Unit shall be used for no unlawful purposes and will be kept in good condition by the Occupant. No property shall be stored in the Unit unless Occupant legally has the right to have that property in his possession. Occupant may from time to time during the duration of this agreement place in the Unit personal or commercial properties, but it is expressly agreed that Owner is under no duty to maintain any records of contents so placed. The Owner and the Occupant agree that the Owner is not in the warehouse business, nor does the Owner and Occupant relationship exist between the Owner and the Occupant. Items which are volatile, flammable or explosive, 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 safety or health of any person, may not be stored, used or kept on the premises. These items include, but are not limited to the following:

- (a) **Combustible Dust:** Fine particles of matter liable to spontaneous ignition or explosion or constituting a dust hazard, such as lint, shavings, sawdust, flour, starch, sulphur, metal powders and powdered plastics.
- (b) **Explosive Gases:** acetylene, ether, ethyl chloride, ethylene, hydrogen illumination gas, petroleum gases, methyl chloride gas, oxygen.
- (c) **Flammable and Combustible Solids:** proxylin products, nitrocellulose, asphalt, coal tar, pitch, waste paper and rags, feathers, straw, hemp, excelsior, kapok, oils, greases and fats.
- (d) **Flammable Liquids:** ether, carbon bisulfide, gasoline, collodion, acetone, alcohol, acetate, toluol, kerosene, turpentine, and flammable paint and varnish.
- (e) **Moisture Hazard Substances:** magnesium powder, calcium carbide, metallic sodium, and sodium peroxide.

(f) Poisonous, Corrosive, or Fume Hazard Substances: hydrochloric, nitric, sulphuric, hydrofluoric, perchloric, and other corrosive acids, corrosive, toxic or noxious alkalies, cyanides, ammonia, chlorine, phosgene, sulphur dioxide, and similar substances providing like hazards.

(g) Any other item prohibited by law or ordinance.

Occupant shall not store on the premises any items shall be in violation of any order or requirement imposed by the Board of Health, Sanitary or Police Department 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 premises during the term of this Agreement or any renewal or extension thereof.

The Unit shall not be employed or used by Occupant for on-premises exhibition or sales of property of any type or kind in or about the Unit or any other place in the Owner's lands or premises. No repairs, maintenance or work of any type or kinds shall be done or caused to be done by the Occupant in or about the Unit or any other place in the Owner's land or premises.

9. SUBLET OR ASSIGN. Occupant shall not sublease or assign the storage Unit or any part thereof without prior written permission from the Owner.

10. DEFAULT BY OCCUPANT. If Occupant fails to pay the rent when due, fails to perform any covenants or conditions of this Rental Agreement, or fails to vacate the storage Unit promptly upon expiration of this Rental Agreement they shall be in default. Default shall be defined as the failure to perform in a timely manner any obligations or duty set forth in this Rental Agreement or under the law. If the Occupant is in default, the Owner shall have, and is hereby granted the following rights:

(a) To forthwith break and remove any lock on the Unit door belonging to the Occupant, enter the Unit and inspect and briefly list the contents, then place the lock of the Owner thereon until such contents are disposed of by the Owner pursuant to law.

(b) The Owner, and his heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at the Unit for rent, labor or charges, present and future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to the law. The lien attaches as of the date the personal property is brought to the Facility and continues so long as the Owner retains possession and until the default is corrected, or a sale is conducted, or the property is otherwise disposed of to satisfy the lien.

11. NO INSURANCE – LIABILITY OF OWNER. All personal property stored within the Unit will be at Occupant's sole risk. Owner carries no insurance which in any way covers any loss whatsoever that Occupant may have or claim by renting the Unit or being at the facility and, therefore, Occupant must obtain any insurance desired at his own expense. *Owner strongly recommends that Occupant secure his own insurance to protect himself and the personal property against all perils or whatever nature.* Owner shall not be liable to Occupant or Occupant's invites, family, employees, agents, or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, water, flood, hurricane, rain, explosion or any other cause whatsoever, unless the same is due to willful acts or gross negligence of Owner, his agents, servants, or employees. Occupant acknowledges that Owner does not take care, custody, control, possession or dominion over the contents in the Unit or at the facility and that Owner does not agree to provide protection for the facility, the Unit or the contents thereof. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in the Unit. Occupant assumes full responsibility for who has possession of the keys and access to the Unit. Owner shall not be liable for loss or damage resulting from failure, interruption or malfunction of utilities, appliances or fixtures, if any, provided to Occupant under the terms of this Rental Agreement.

Occupant hereby agrees to indemnify and hold harmless the Owner from and against any and all manner of claim(s) for damage or loss to personal property or personal Injury and costs, including attorney's fees, arising from the Occupant's use of the garage or Unit, or from any activity, work, or thing done, permitted, or suffered by Occupant in the storage Unit or at the storage facility. Should any of Owner's employees perform any services for Occupant at Occupant's request such employee shall be deemed to be an agent of the Occupant, regardless of whether payment for such services is made or not and Occupant agrees to hold Owner harmless from all liability in connection with, or arising from, directly or indirectly, such services performed by employees of Owner. Notwithstanding, Owner shall not be liable for such occurrences. Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other persons in any such circumstances.

12 CHANGE OF ADDRESS. It shall be the duty of the Occupant to furnish the Owner notification in writing at Owner's address provided herein of any change of address or phone number by certified mail, return receipt requested, postage prepaid.

13 RIGHT OF ENTRY. Occupant agrees that Owner or Owner's representative shall have the right, without notice, to enter into and upon the Unit or any part thereof by any means including, without limitation, the cutting and removal of Occupant's lock for the purpose of examining the same for lease violations or condition thereof, or for making improvements, repairs or alterations thereto. Owner reserves the right to remove the contents to another unit facility. Occupant hereby authorizes Owner to replace any lock that Owner cuts for the above stated purposes.

14 RIGHT NOT TO RENEW. Owner reserves the right not to renew this agreement for any reasonable cause and Occupant agrees to vacate upon demand or failure to comply with or breach any terms or covenants of this agreement.

15 ABANDONMENT OF PROPERTY. Any property which shall remain in the Occupant's Unit after the expiration or termination of this Agreement, shall be deemed to have been abandoned, and either may be retained by the Owner as its own property or sold in accordance with Paragraph 10 above. If such property or any part shall be sold, the Owner may receive and retain the proceeds of such sale and apply the same at its option against the expenses of re-entry and sale, the cost of moving and storage, and arrears of basic and additional charges and any damages which the Owner may be entitled to under this Agreement, or in accordance with the law.

16 BANKRUPTCY. In the event that the Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action, wherein the use and occupancy of the Occupant's Unit is in issue, then the Owner may, at its option, terminate this Agreement, and the Occupant shall thereafter have no right, title or interest in or to the Occupant's Unit, or the Owner may, at its option, declare this Agreement to be in default, and pursue all rights and remedies granted in accordance with Paragraph 10 above.

17. WAIVER. No waiver by the Owner, its agents, servants, or employees, of any breach or default in the performances of any covenant, term or condition of this agreement shall constitute a waiver of any subsequent breach or default in the performance of any term, covenant or condition of this agreement.

18. ATTORNEY'S FEES & COSTS. In the event that attorney's fees, costs, or any other expenses are incurred by Owner due to Occupant's default or breach of this Rental Agreement, Occupant hereby agrees to pay said attorney's fees, costs and expenses in connection therewith and hereby authorizes Owner to pay the same out of any funds of the Occupant held by the Owner.

19. INDEMNIFICATION. The Occupant agrees to indemnify and hold harmless the Owner from any and all expense (including attorney's fees), demands, claims, actions or causes arising directly or indirectly from this Agreement or any renewal or extension thereof.

20. EXCLUSIONS OF WARRANTIES. The agents and employees of the Owner are not authorized to make any warranties about this Unit and facilities referred to in this Agreement. NO ORAL STATEMENTS BY THE OWNER'S AGENTS OR EMPLOYEES SHALL CONSTITUTE WARRANTIES, and such statements shall not be relied upon by the Occupant and they are not part of this Agreement. The entire Agreement and the understanding of the parties to it is embodied in this writing, and NO OTHER WARRANTIES are given beyond those specified in this Agreement. The parties to this agreement agree that the IMPLIED WARRANTIES of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Unit and the facilities referred to in this Agreement. It is further understood and agreed that the Occupant has been given an opportunity to inspect the Unit and has done so, and accepts the Unit and all facilities as is, and WITH ALL FAULTS.

21. ENTIRE AGREEMENT. This Agreement, including the Rules and Regulations, attached hereto and made a part hereof, constitutes the sole and only agreement of the parties to this Agreement, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendments or alterations of the terms of this Agreement shall be binding upon the parties unless they are in writing, dated subsequent to the date of this Agreement, and duly executed by the parties, or modified pursuant to the provisions of Paragraph 5 above.

22. SUCCESSION. This Rental Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns.

23. SEVERABILITY. If any part of this Agreement, for any reason is declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall continue in full force and effect as if this Agreement has

been executed with the invalid portions eliminated. It is further declared the intention of the parties to this Agreement that they would have executed the remaining portion of this Agreement without including any part, parts, or portions which may for any reason be hereafter declared invalid.

24. PENNSYLVANIA LAW. This Rental Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State of Pennsylvania.
25. "Notice: The monthly occupancy charge and other charges stated in this Agreement are the actual charges you must pay."

ENFORCEMENT OF LEIN. An owner's lien may be enforced by public or private sale of goods that have been removed from the garage, in block, or in parcel, at any time or place and on any terms which are commercially reasonable after notice to all persons known to claim an interest in the goods. The notices shall include an itemized statement of the amount due, the description of the property subject to the lien, the nature of the proposed sale, a demand for payment within a specified time not less than ten days from the receipt of notification and a conspicuous statement that unless the claimant pays the full balance within that time, the goods will be advertised for sale and sold at public or private sales in a commercially reasonable manner. The notice shall further include the time and place of any public or private sale and it shall state that any person claiming an interest in the goods is entitled to bring a proceeding hereunder within ten days of the service claimed. The notice shall be personally delivered to the occupant, or sent by registered or certified mail, return receipt requested, to the occupant, to the last address provided by the occupant, pursuant to the occupancy agreement.

By renewing this lease, Tenant agrees to accept all updated terms and conditions exemplified in the lease located at: <https://www.joepalermo.com/standard-lease-agreement>
This does not cancel any additional provisions in Tenant's original lease located in Section 32 of this lease agreement.

- Lease subject modification clause
- Office hours subject to change.
 - File any insurance claims within 90 days of vacating.
 - We have the right to over lock your Unit.
 - Occupant(s) will be considered to have moved out of the unit when a 30-day notification is received in writing to the owner's office. If no written notice is received, then date of vacating will be determined by owner.

LEASE ADDENDUM
OCCUPANT(S) STORE GOODS AT THEIR OWN RISK

1. I understand that the lessor is a landlord renting space for the Occupant's self-service use and is not a bailor or warehouseman in the business of storing goods for hire.
- * **Palermo Realty strongly recommends that all items stored in unit be placed on pallets. Units are not expected to experience any water, however, as they are at grade level flooding is possible.**
2. I hereby acknowledge that I have received a copy of the completed rental agreement and that I understand the provision that states the lessor is not responsible for the loss or damage to property in my unit.

INSURANCE IS OCCUPANT'S RESPONSIBILITY
OCCUPANT MUST HAVE A \$300,000 LIABILITY AND \$10,000 IN CONTENTS POLICY

3. I understand that the lessor does not provide insurance coverage on any personal property in my Unit.

This addendum to, and made part of, a rental contracted dated _____

_____ OCCUPANT	_____ DATE
_____ OCCUPANT	_____ DATE
_____ AUTHORIZED SIGNATURE	_____ DATE