

**MINI MAX SPACE, LLC**  
**RENTAL AGREEMENT - NO RENT REFUNDS**

445 Front Avenue, West Haven, CT 06516  
203-931-9999 www.minimaxspace.com

**NOTICE:** YOUR STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FIVE (5) CONSECUTIVE DAYS. **Rent is due by the 1<sup>st</sup> of each month.** This lien and its enforcement is authorized and governed by sections 42-159 through 42-168 of the Connecticut general statutes or such successor statute may be applicable. YOU SHALL BE RESPONSIBLE FOR ALL COST OF COLLECTIONS INCLUDING REASONABLE ATTORNEY FEES.

**LEASE INFORMATION:**

A. Date of Lease: \_\_\_\_\_ D. Storage Space No.: \_\_\_\_\_ E. Approx. Unit Size: \_\_\_\_\_  
F. Commencement Date: \_\_\_\_\_ H. Security Deposit: \_\_\_\_\_ I. Rental Rate per Month: \_\_\_\_\_  
B. Occupant's Name(s): \_\_\_\_\_ Phone/Cell: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
C. Driver's License # \_\_\_\_\_ EMAIL: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_ Phone/Cell: \_\_\_\_\_

The following individuals are authorized to access my storage space; which includes removing locks and disclosing the gate security code.

Occupant's initials \_\_\_\_\_ Add separate sheet if necessary.

Name: \_\_\_\_\_ Phone \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I authorize Mini Max to charge my credit/debit card for Rental Fees and any penalty fee(s) on the 3<sup>rd</sup> of each month, \_\_\_\_\_ and I do understand that it is my responsibility to keep the credit/debit card current or I will be charged a \$10 decline fee for declined card transactions \_\_\_\_\_ initial here

I authorize Mini Max to send me Text and Emails for billing reminders, emergencies closing, holiday hours, and other Mini Max related business. initial here \_\_\_\_\_

Email \_\_\_\_\_ and Cell Phone \_\_\_\_\_

PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON IN ADDITION TO YOURSELF TO WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. YOU AGREE THIS PERSON MAY ACCEPT SERVICE FOR YOU. IF NONE, WRITE NONE.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

2. PARTIES AND DATE: This Lease Agreement ("Lease") is entered into the duplicate, as of the date set forth above by and between Mini Max Space, LLC ("Owner") and the individual(s) named above ("Occupant"), for the purpose of renting space for the storage of personal property, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

3. SPACE: Owner agrees to let, and Occupant agrees to rent those premises described as a storage space at Owner's facility at the address above ("Storage Facility"), the number of which is set forth in Section ID above ("Space"), on the terms and conditions of this Lease.

4. TERM: The term of this Lease shall commence as of the commencement date set forth in Section I.F. of this Lease, and shall continue on a month-to-month basis.

5. RENT: Rent shall be payable in advance at the rate set forth in Section I.G on the FIRST of each month. Rent shall be delinquent if not paid monthly by the day immediately following the 5<sup>th</sup> of the month. Rent shall be made to Owner at the address set forth in this Lease, or to such other place as Owner may give Occupant notice of. Rent payments shall be made without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition of taking possession, Occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this

Lease. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Lease, and all other terms of this Lease shall remain in full force and effect.

6. **LATE PAYMENT AND DISHONORED CHECK FEES:** Occupant acknowledges that late payment by Occupant to Owner of rent and other sums due under this Lease will cause Owner to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Rent is due on the 1<sup>st</sup> of each month, and is delinquent on the following day. **If rent is not received by Owner by the tenth day of each month, occupant agrees to pay a late payment fee of \$20.00 for each 20 day period in which said rent remains past due in addition to the rent due.** Also, if Occupant's check is dishonored and returned, Occupant shall pay to Owner the amount of the check plus a \$30.00 service charge, in cash, for each dishonored check immediately upon notification to Occupant that such check has been returned. The receipt of a check by Owner shall not be considered payment to Owner if the check is dishonored or not paid for any reason. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days' written notice to Occupant, that all future rent be paid by certified check, money order, or cashier's check.

7. **CONDUCT:** Should Occupant appoint another person(s) or organization(s) to enter the storage space, Occupant shall be responsible for the conduct of such person(s) or organizations(s). Owner shall assume that possession of a key and a valid gate code is evidence of authority to enter Occupant's space. All Information provided by Occupant on this lease is confidential and will not knowingly be disclosed to anyone without Occupant's prior consent except for law enforcement purposes.

8. **USE OF SPACE:** Occupant agrees to use Space only for the storage of property wholly owned by Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property, except that Owner may exercise such control as is necessary to enforce the lien rights described herein. Occupant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may be withheld in Owner's sole discretion. If no written consent is given by Owner, it shall in no way affect the release of Owner's liability as set forth in Article 25, nor constitute any admission that Occupant's property shall be deemed to have a value exceeding \$5,000.00. The provisions of this paragraph do not alter the release of Owner's liability set forth in Section 25, nor constitute any admission that Occupant's stored property has any value whatsoever. Occupant shall not store any motor vehicle in space without the prior written consent of Owner. Occupant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur. In addition, storage of perishable, flammable, explosive, dangerous materials, or live animals in the Space is prohibited. Trash or other materials shall not be left in or near the Space. Occupant shall not use the Space as a dwelling, or place of business, manufacturing, or production.

8a. **USE OF SPACE - VEHICLE STORAGE:** All Vehicle(s) must be registered to Occupant and Insured with Liability and Comprehensive upon occupying space and remain intact for the duration of stay. Occupant must provide current copies of their declaration page and registration on January 1 of each year and upon request by Owner; documentation must be provided to owner within 10 days of request.

8b. **USE OF SPACE – BUSINESS:** Occupant must provide a copy of their Certificate of Liability Insurance on January 1 of each year.

9. **CONDITION OF SPACE:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not make use of any electricity in the Space for refrigeration, heating, or any other purpose whatsoever other than the single drop light in the Space, which shall be used only for the purpose of lighting the Space when Occupant enters the Space, and Occupant shall turn off the light when leaving the Space. Occupant shall not build on nor attach anything to the inside of outside walls, ceiling, or floors of the Space.

10. **NO WARRANTIES:** Owner hereby disclaims any implied or expressed warranties, guaranties, or representations or the nature, condition, safety, or security of the Space or the Storage facility and the uses which may be made thereof.

11. **CONDITION OF PREMISES UPON TERMINATION:** Upon termination of this Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Lease, reasonable wear and tear excepted.

12. **REPAIRS:** Owner shall make, at Owner's expense, all necessary repairs to the Space or Facility, unless caused by Occupant or Occupant's guest, in which case Occupant shall pay for such repairs. Any work required by wear and tear in excess of normal use caused during the term of this Lease shall be done at Occupant's expense. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be in addition to rent for the purposes of Owner's remedies on default.

13. **ACCESS:** In the Owner's absolute discretion, Occupant's access to the Storage Facility and Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the Storage Facility, such measures may include, but are not limited to, limiting hours of operation and requiring verification on Occupant's identity. Occupant agrees to notify Owner in writing of any additions or deletions of individuals or organizations having access to Occupants space.

14. **RULES:** Hours during which access to the Storage Facility is available shall be established by Owner and shall be posted at the entrance to the Storage Facility. Hours of operation may be changed at Owner's discretion by posting new hours at the entrance to the Storage Facility at least seven (7) days prior to the effective day of such change. All rules and regulations promulgated by Owner will be posted in a conspicuous place at the Storage Facility are made a part of this Lease, and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time-to-time to promulgate amendments and additional rules and regulations for the safety, care, and cleanliness of the Space. Storage Facility and any common areas, or for the preservation of good order and, upon posting in a central place at the Storage Facility, any such amendments or additions shall also become a part of this Lease.

15. **INSPECTION:** Owner and its employees may enter the Space for the purposes of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition, or nuisance has been created, or is occurring in the Space, or any unlawful activity is taking place, or for repair to the Space, or for authorized inspections by governmental authorities. In the event Occupant's lock is destroyed in the

course of such inspection, Owner shall provide, and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality.

16. **ALARM SYSTEM:** If the Storage Facility is alarmed, then Occupant acknowledges and understands that Owner is not an insurer. That insurance coverage for the loss of Occupant's personal property, goods, equipment, personal effects, merchandise, and inventory ("Occupant's Property") shall be obtained by Occupant at Occupant's sole election and cost, that the rent herein provided is based on factors such as the cost to Owner of the land and construction of improvements and is unrelated to the value or amount of any potential loss, damage or injury, or the value of Occupant's Property, that Owner makes no guaranty or warranty, including any implied warranty of merchandise of fitness, that the alarm system will avert occurrences or the consequences therefrom which the alarm system is designed to detect or avert. Occupant acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from the failure of the alarm system to properly operate with the resulting loss to Occupant because of among other things; (a) the uncertain amount or value of occupant's Property kept in Occupant's Space which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the alarm system is designed to detect or avert; (b) the uncertainty of the response of the police fire department, or security personnel in the event of an alarm; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Owner's failure to monitor and/or respond to the alarm system; (d) Owner's inability to control the nature or value of Occupant's property stored in the Space; (e) the fact that the alarm system was designed by persons or entities other than Owner; (f) the limitation of the alarm system in its ability to detect violations and tampering, including but not limited to that deriving from its nature as an unsupervised closed-loop system.

Occupant understands and agrees that if Owner shall be found liable for loss, damage, or injury due to failure of Owner to perform or the failure of the alarm system or equipment in any respect whatsoever, owner's liability shall be limited to a sum equal to the lessor of (I) the value of Occupant's property stored in the Space damaged or loss of (ii) the sum of Two Hundred Fifty Dollars (\$250) as liquidated damages and not as penalty. Such liability shall be exclusive in that the provisions of this Article shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to Occupant from the performance or non-performance or from the conduct or negligence active or otherwise, of Owner, its agents, assigns or employees.

If Occupant wishes Owner to assume a greater liability in lieu of the liquidated damages as herein above set forth, Owner will amend this paragraph to allow Occupant to pay additional amounts necessary for Owner to purchase an insurance policy for such greater liability, if available. Such insurance, if Occupant elects to purchase it, shall be evidenced in writing of such insurance, including the cost and coverage thereof. Such Rider shall in no way be interpreted to hold Owner as an insurer.

In the event that any person other than Occupant shall make any claim or file lawsuit against Owner for any reason relating to the design, installation, maintenance or operation of the alarm system, Occupant agrees to indemnify, defend and hold Owner harmless from any and all such claims and lawsuits including the payment of all damages, expenses, and attorney's fees.

17. **ASSIGNMENT:** Occupant shall not sublet or assign the Space nor store property owned by others without the prior written consent of Owner.

18. **TERMINATION:** The tenancy of Occupant may be terminated by Owner or Occupant by the giving of seven (7) days written notice to the other party. Rent is payable by Occupant to Owner for the entire thirty (30) day period prior to termination, whether or not Occupant vacates the Space prior to the end of the period. Occupant agrees to vacate the Space on or before 5:00 pm on the last day of the term. ANY HOLDING OVER THEREAFTER SHALL RESULT IN OCCUPANT BEING LIABLE TO OWNER FOR ANY "RENTAL DAMAGES" AT THE RATE OF ONE HUNDRED AND FIFTY PERCENT (150%) OF THE RENT SPECIFIED IN THIS LEASE. Owner shall be entitled to exercise any and all remedies provide herein and in accordance with Connecticut General Stature Sections 42-159 through 42-168, as amended.

19. **OCCUPANT'S BREACH:** In the event the Occupant breaches this Lease, Owner shall be allowed at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. In the event of any default by Occupant of any of the terms of this Lease. Said costs and expenses shall include, but are not limited to reasonable attorney's fees, courts costs, expenses incurred in legal action, and costs incurred in enforcing the lien rights granted by Connecticut law.

20. **NOTICES:** All notices to be given to Occupant may be delivered personally or by depositing the same in the United States mail, by first class mail, postage prepaid, and addressed to Occupant at the address set forth for Occupant in Section I.B. of this Lease, unless Occupant has given Owner written notice of a new address pursuant to this Section, in which case notice shall be given to the new address. All notices to be given to Owner may be delivered personally, or deposited in the United States mail, by first class mail, postage prepaid, addressed to Owner at the address given for the payment of rent. Notices shall be presumed delivered seventy-two (72) hours after mailing, or upon personal delivery.

21. **MISCELLANEOUS:** Time is of the essence of this Lease and of each provision of this Lease, words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.

22. **ENTIRE AGREEMENT:** There are no other terms, conditions, or agreement, expressed or implied, written or oral, between occupant and owner, their agents, or employees that extend limit, or in any way modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

23. **SECURITY OF SPACE:** Occupant agrees to be solely responsible for providing such locks as Occupant desires for securing access to the Space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the Space has become insecure. The fact that Owner has taken measures to re-secure the access to Occupant's Space under this paragraph shall not alter the release of Owner's liability set forth in Paragraph 25 of this Lease, nor shall such measures be deemed conversion of Occupant's stored property.

24. INSURANCE: OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY. OCCUPANT AGREES TO MAINTAIN, AT OCCUPANT'S EXPENSE, A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE WITH THEFT, VANDALISM, AND MALICIOUS MISCHIEF ENDORSEMENTS FOR THE FULL VALUE OF OCCUPANTS STORED PROPERTY, TO THE EXTENT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT SHALL BE DEEMED TO HAVE "SELF INSURED" TOTALLY (ie NOT TO INSURE WITH ANY DULY LICENSED INSURANCE COMPANY) AND SHALL BEAR ALL RISK OF LOSS OR DAMAGE. THIS INSURANCE IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER, OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OR SUCH INSURANCE SHALL BE SUBROGATED TO ANY CLAIM OR OCCUPANT AGAINST OWNER, OR OWNER'S AGENTS OR EMPLOYEES.

25. RELEASE OF OWNER'S LIABILITY: As a further consideration for the use and occupancy of the Space, Occupant agrees that Owner, its agents, employees, and assigns shall not be liable to Occupant his/hers agents, guests, licenses, or invitees for any loss or damage, injury, or death caused to them or to their property, as the result of the use and occupancy of the Space or Storage Facilities. It is further agreed that any stored property is placed in this Space at Occupant's sole risk, the Owner and Owner's omissions, or negligence of Owner or Owner's agents, employees, or assigns other than damage or loss due to Owner or Owner's agents, fraud, willful injury, or willful violation of the law. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, or the elements of weather or earthquake. It is agreed by Occupant that this release of Owner's liability is a bargained for condition of the rent set forth here, and that were Owner not released from liability as set forth here, as much higher rent would have to be agreed upon.

26. INDEMNIFICATION: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the space and Storage Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in Section 25 of this Lease.

27. LIEN ON OCCUPANT'S PROPERTY: In accordance with Connecticut General Statue section 42-160, as amended upon default by Occupant of any of the terms hereunder, Owner shall have a lien on Occupant's stored property for all amounts of rent, labor and other charges and expenses as set forth in this Lease.

28. DENIAL OF ACCESS: Occupant understands and agrees that, in the event of any default of this Lease by Occupant, Owner shall have a lien on Occupant's stored property and further shall have the right to deny Occupant access to Occupant's stored property until such time as the default is cured, or the stored property disposed of in accordance with Connecticut Law.

29. CHARGES: IN THE EVENT OF ENFORCEMENT OF OWNER'S LIEN RIGHTS HEREUNDER, OCCUPANT AGREES TO REIMBURSE OWNER FOR ALL COSTS INCURRED BY OWNER IN ENFORCING THIS LIEN, INCLUDING BUT NOT LIMITED TO COSTS OF REMOVING LOCKS, COSTS OF INVENTORY OF STORED PROPERTY, REASONABLE STORAGE COSTS PENDING SALE, COSTS AND EXPENSES SET FORTH IN ARTICLE 19, AND OTHER COSTS AS MAY BE PROVIDED BY LAW. ALL SUCH COSTS SHALL BE INCLUDED IN THE AMOUNT OF THE LIEN, IN THE EVENT OF SATISFACTION OF THE LIEN PRIOR TO SALE, OWNER SHALL HAVE THREE (3) DAYS THEREAFTER TO RELEASE PROPERTY WHICH MAY HAVE BEEN MOVED OR RESECURED DURING ENFORCEMENT OF THE LIEN. SATISFACTION OF LIEN SHALL BE PAID BY CASH, CASHIER'S CHECK, OR MONEY ORDER. **Current charges include, but not limited to: Lock Out Fee of \$100, Certified Letter Fee of \$10, Lock Cutting Fee of \$25, Inventory Report Fee \$50, Lien Letter Fee of \$110. Lock Out Fee occurs on the 35th day following first day of delinquency (usually the 5<sup>th</sup> of the following month).**

I have read, understand, and agree to all terms contained in the Lease. By his, her, their signature(s) below, Occupant acknowledges receipt of a dated and executed copy of this Lease.

Owner: \_\_\_\_\_  
MINI MAX MANAGER

Occupant: \_\_\_\_\_