

**J and G Properties LLC, Storage Lease Agreement**  
**116 school street, West Farmington**

This Storage Lease-Agreement (the "Lease") is entered by and between J and G Properties ("Owner") and \_\_\_\_\_ (Lessee') on \_\_\_\_\_  
Owner and Lessee may be collectively referred to as "Parties."

The Parties agree as follows:

**PREMISES:** Owner hereby leases the storage space located at 116 School Street West Farmington Maine 04938. Storage unit # \_\_\_\_\_ (the "Premises") to Lessee.

**LEASE TERM:** The lease will start on \_\_\_\_\_ (begin date) and will continue as a month to month tenancy until such time as it is terminated by either party. To terminate either the owner or Lessee must give written notice to the other party at least 30 days prior to when the Premises are to be vacated (the "Lease Term".)

**LEASE PAYMENTS:** Lessee agrees to pay to owner as rent for the Premises the amount of \$ \_\_\_\_\_ ("Rent") each month, in advance on the \_\_\_\_\_ day of each month at **J and G Properties, PO BOX 229 Farmington, ME 04938 (mailing address for rent payment) or at any other address designated by owner. Owner will not invoice Lessee monthly.**

**WHEN PAYMENT IS NOT RECEIVED ON DUE DATE:** A Lock will be put on the unit if payment is more than 5 days late. Once payment is received the lock will be removed within 48 "business" hours. Business hours are considered Monday through Friday 8 am to 5 pm

**LATE CHARGES:** If any amount under Lease is more than 10 days late, Lessee agrees to pay a \$20.00 late fee.

**INSUFFICIENT FUNDS:** Lessee agrees to pay the charge of \$35.00 for each check given by Lessee to Owner that is returned to Owner for lack of sufficient funds.

\_\_\_\_\_ Lessee is responsible for providing his/her own lock for their unit on the Premises.

**USE OF PREMISES:** Lessee shall use the Premises exclusively for the storage of Lessee's possessions or: \_\_\_\_\_ ("the Possessions"). Lessee understands that the use of electricity for refrigerators, freezers, or other appliances is not permitted. Lessee may not store or dispose any property outside of the Premises. Lessee shall not use the premises for any illegal or otherwise prohibited activities.

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**DANGEROUS OR ILLEGAL MATERIALS:** Lessee shall not keep or have on or around the Premises any item of an dangerous, flammable, or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company. Lessee shall not keep or have on or around the Premises any illegal items, materials, or substances.

**LIEN CREATED:** Owner has a lien on all personal property stored within the leased space, for rent, labor and other charges, and for expenses reasonably incurred in its sale, as provided in the Maine "Self-Storage Act," 10 M.R.S. §1371 et seq. Thus, personal property stored in the space may be sold to satisfy the lien if the Lessee is in default. Moreover, a sale shall be held at the self-storage facility where the personal property is stored or at the nearest suitable location.

**DEFAULTS:** If Lessee is in default for a period of more than 45 days, the owner may enforce the above-referenced lien by selling the property stored in the leased space at a public or private sale for cash. The owner has the right to enter the leased space in the event of such a default to establish the value of the property. If the value of the property is less than \$750.00, the property will be deemed abandoned pursuant to 10 M.R.S. §1378. This means that the personal property may be disposed of by any means and the operator is not obligated to return any surplus over and above any outstanding balance and cost of the sale. If the value of the property is greater than or equal to \$750.00, then the sale shall be carried out in connection with the provisions of Subsections 2 through 6 of 10 M.R.S. §1375. Proceeds shall then be applied to satisfy the lien, with any surplus disbursed as provided in subsection 5 of 10 M.R.S. §1375. If the Lessee is in default a Notice of Default by both regular mail and by certified mail to the Lessee at the Lessee's last known address or other address set forward by the Lessee in the rental agreement and shall include:-

(1) A statement that the contents of the occupant's leased space are subject to the operator's lien;

(2) A statement of the operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of sale and the date those additional charges shall become due;

(3) A demand for payment of the charges due within a specified time, not less than 14 days after the date of the notice;

(4) A statement that unless the claim is paid within the time stated, the contents of the occupant's space will be sold, specifying the time and place; and

(5) The name, Street address and telephone number of the operator, or the operator's designated agent, whom the occupant may contact to respond to the notice; and

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**ALTERATIONS AND IMPROVEMENTS:** Lessee agrees not to make any improvements or alterations without prior written consent of owner.

**MAINTENANCE:** Lessee will at Lessee own expense, keep and maintain the Premises in good, clean, and sanitary condition during the term of this Lease and any renewal thereof. Lessee will promptly advise owner if the premises are in need of any maintenance or repair. Lessee is responsible for snow removal within 3 feet of the storage unit door.

**ASSIGNMENT AND SUBLEASE:** Lessee shall not assign or sublease any interest in this lease.

**SECURITY AND RESPONSIBILITY OF LOSS:** Lessee understands that Owner does not provide any security alarm system or other security for the Premises. Lessee's possessions will occupy the Premises entirely at the risk of the Lessee. Lessee releases owner from any loss, damage, claim, or injury resulting from any casualty. Owner is not responsible for carrying any insurance covering Lessee's possessions. Lessee should, at his/her own expense, obtain insurance for the property stored at the Premises.

**PERSONAL INFORMATION:** Lessee agrees not to store personal information (as defined in Title 10 M.R.S. §1372 (5-A), including social security numbers, credit or debit card information, bank account numbers, medical information or passport information about clients, customers, or others with whom the Lessee does business.

**SEVERABILITY:** If any part or parts of this lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assign of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the state of Maine.

**ENTIRE AGREEMENT:** This constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this lease. There are no other promises, conditions, understandings or other agreement, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Owner and Lessee.

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**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following address:

If to owner: Glen Pound  
PO Box 229  
Farmington, Me 04938

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUMULATIVE RIGHTS:** Owners and Lessee's right under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Owner does not waive owner's right to enforce any provisions of this Lease.

**ADDITIONAL PROVISIONS:** (SPECIFY NONE IF THERE ARE NO ADDITIONAL PROVISIONS).

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**IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written .**

**Owner: J and G Properties**  
  
**By:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_  
**(Print)**  
**Sign:** \_\_\_\_\_

**Contact #** \_\_\_\_\_

**Contact #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_