

Margaret H Day LLC dba/ Clermont Commercial Storage
Office: 10521 3rd Ave Stone Harbor, NJ 08247

Property: 1920 RT 9N, Clermont, NJ 08210
609.624.9000

The Landlord and the Tenant agree to lease the Rental Space for the Term and at the Rent stated, as follows: (The words Landlord and Tenant include all landlords and all tenants under the Lease.)

Landlord: Margaret H Day LLC dba/Clermont Commercial Storage
10521 3rd Ave Stone Harbor, NJ 08247
609 624.9000

Tenant:Name _____

Address _____

Phone # _____

Rental Space: Unit _____

Outside Storage Description: _____

License # _____

Description _____

Make/Model _____

Property Location: 1920 RT 9 N, Clermont, NJ 08210

Date of Lease: _____

Term: _____

Security: _____

Basic Rent Annual \$ _____

Monthly \$ _____

Use of Rental Space: Storage

1. **Possession and Use:** The Landlord shall give possession of the Rental Space to the Tenant for the Term. The Tenant shall take possession of and use the Rental Space for the purpose stated above. The Tenant may not use the Rental Space for any other purpose without the written consent of the Landlord. Tenant warrants that all goods and personal property to be placed in the Rental Space shall be Tenant's own property, unless so listed. In the event of Tenant's default shall be subject to levy and sale by the Landlord.

Tenant shall not allow the Rental Space to be used for any unlawful or hazardous purpose, or for any purpose which is a nuisance. Nor shall Tenant use the Rental Space to store any perishable goods without the expressed written consent of the Landlord. It is expressly understood that the Tenant shall not, at any time, store or permit the storage of any hazardous substances, as defined by the New Jersey Spill Act N.J.S.A. 58:10-23.11b, or any other environmental laws, within the storage space or premises. Furthermore, the Tenant agrees to indemnify the Landlord against any and all claims for damages, of any nature whatsoever, arising from a violation of the clause by the Tenant.

The Tenant shall not abandon the Rental Space during the Term of this Lease.

2. **No Assignment or Subletting:** The Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease (if the Tenant is a corporation, limited liability company, partnership or other entity, the sale, transfer or assignment of a majority of its ownership interest shall be treated as an assignment. (b) Sublet all or any part of the Rental Space or (c) permit any other person or business to use the Rental Space.
3. **Rent and Additional Rent:** Tenant shall pay the basic rent ("Rent") to the Landlord at the Landlord's address. The Rent shall be paid without notice in equal monthly installments on or prior to the first day of each month. The tenant shall pay to Landlord all Rent without notice, demand, setoff or deduction. The first months rent and security deposit shall be payable upon the execution of this Lease. Tenant's failure to pay the Rent on or before the fifth (5th) day of the month shall cause an initial late charge of ten(10%) percent of the payment due, and ten(10%) percent plus one and one-half (1 ½%) percent for each additional month such payment is late, which charge must accompany the late payment. An additional charge will be made for checks returned for insufficient funds. If the Tenant fails to comply with any agreement in this Lease, the Landlord may charge the cost to comply, including reasonable attorney's fees, to the Tenant as

“additional rent”. The additional rent shall be due and payable with the next monthly rent payment. Non-payment of additional rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay the rent.

4. **Security:** The Tenant has given to the Landlord the Security stated above. The Security shall be held by the Landlord during the Term of this Lease. The Landlord may deduct from the Security any expenses incurred in connection with the Tenant’s violation of any agreement in this Lease. For example, if the Tenant does not leave the Rental space in good condition at the end of the Term, the Security may be used to put it back in good condition. If the amount of damage exceeds the Security, the Tenant shall pay the additional amount to the Landlord on demand. If the Landlord uses the Security or any part of it during the term, the Tenant shall on demand pay the Landlord for the amount used. The amount of the Security is to remain constant throughout the Term. The Security is not to be used by the Tenant for the payment of Rent. The Landlord shall repay to the Tenant any balance remaining within a reasonable time after the end of the Term. The Tenant shall not be entitled to interest on the Security. If the Landlord’s interest in the Rental Space is transferred, the Landlord shall turn over the Security to the new Landlord. Notification must be given within 5 days after the transfer, by registered or certified mail. The Landlord shall then no longer be responsible to the Tenant for the repayment of the Security. The new Landlord shall be responsible to the Tenant for the return of the Security in accordance with the terms of this lease
5. **Insurance:** Landlord carries no insurance which in any way covers any loss that Tenant may have, or any claim Tenant may have be reason of the Tenant’s use of the Rental Space. Tenant may obtain insurance to protect Tenant and Tenant’s property against any and all perils. Tenant agrees to indemnify, defend and hold harmless the Landlord from and against any and all claims for damages to personal property or personal injury and costs including attorney’s fees arising from Tenant’s use of the Rental Space.
6. **Water and Fire Damage / Vandalism:** Landlord shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the Rental Space. Landlord shall not be liable to Tenant or Tenant’s invitees and licensees, for any damage or injury to any persons or property caused by fire, theft and vandalism or any other cause for damage whatsoever.

7. **Liability of Landlord and Tenant:** Tenant shall, at its own cost and expense, indemnify and hold harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all claims by or on behalf of any person, entity, firm or corporation arising in any manner whatsoever from, out of or in connection with (a) the use and occupancy of the Rental Space by Tenant, (b) failure to perform any of the terms or conditions of this Lease required to be performed by Tenant, (c) any failure by Tenant to comply with any statutes, regulation, ordinances or orders of any governmental authority or (d) any accident, death, injury or damage, loss or theft or property in or about the Rental

Space (whether involving property belonging to Tenant or any other person) resulting from any cause whatsoever, unless such accident, death, injury damage, loss or theft is caused by the sole negligence of Landlord, and from and against all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by legal counsel reasonably satisfactory to Landlord.

8. **Acceptance of Rental Space:** The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space “as is”, in its current condition. The Landlord does not make any warranties about the Rental Space. Oral statements do not constitute warranties, and should not be relied upon by the Tenant. No other warranties are given beyond those set forth in this Agreement.
9. **Quiet Enjoyment:** The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.
10. **Tenant’s Repairs, Maintenance and Compliance:** The Tenant shall:
- a. Promptly comply with and conform the Rental Space to all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups, and all reasonable rules and regulations promulgated by Landlord.
 - b. Maintain the Rental Space and all equipment and fixtures in it, in good repair and appearance
 - c. Make all necessary repairs to the Rental Space and all equipment and fixtures in it, or serving it, except structural repairs.
 - d. Maintain the Rental Space in a neat clean, safe and sanitary condition, free of all garbage.
 - e. Keep the walks, driveway, parking area, yard, entrances, hallways and stairs adjacent to, in the front and rear of and around the Rental Space, clean and free from trash, and shall not use same for any business purpose.

- f. Do nothing to destroy, deface, damage or remove any part of the Rental Space.
- g. Keep nothing in the Rental Space which is flammable, dangerous or explosive or which might increase the danger of fire or other casualty.
- h. Promptly notify the Landlord when there are conditions which need repair.
- i. Do nothing to destroy the peace and quiet of the Landlord, other tenants, or persons in the neighborhood.
- j. Not litter in or around the Rental Space.

The Tenant shall pay any expenses involved in complying with the above.

- 11. **Landlord's Repairs and Maintenance:** The Landlord shall:
 - a. Maintain the public areas, roof and exterior walls in good condition.
 - b. Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant or the Tenant's employees.
- 12. **No Alterations:** The Tenant may not make any changes or additions to the Rental Space without the Landlord's written consent. Any changes or additions made without the Landlord's written consent shall be removed by the Tenant on demand.
- 13. **Signs:** Tenant may not post any signs which are visible from the exterior of the Rental Space without Landlord's written consent.
- 14. **Access to Rental Space:** The Landlord shall have access to the Rental Space on reasonable notice to the Tenant to (a) inspect the Rental Space (b) to make necessary repairs, alterations or improvements, (c) supply services and (d) show it to prospective buyers, tenants or insurers. The Landlord may enter the Rental Space at any time without notice to the Tenant in case of emergency.
- 15. **Eminent Domain:** Eminent Domain is the right of a government to lawfully condemn and take private property for public use. Fair market value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the Rental Space is taken by eminent domain, either party may cancel this lease on 30 days notice to the other. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of this Lease for the remaining part of the Term.
- 16. **Subordination to Mortgage:** In a foreclosure sale all mortgages which now or in the future affect the property upon which the Rental Space is a part have priority over this Lease. This means that the holder of a mortgage may end this Lease on a

foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

17. **Violation, Eviction, Re-entry and Damages:** The occurrence of any of the following shall constitute a material default and breach of the Lease by Tenant: (a) a failure by Tenant to pay Rent when due; and / or (b) failure by Tenant to observe and perform, any other provisions or covenants of this Lease to be observed or performed by Tenant.

Upon the occurrence of any such event of default set forth above (a) Landlord may, but shall not be required to, perform for the account of Tenant and immediately recover as Additional Rent any expenditure made and the amount of any obligations incurred in connection there within. (b) Landlord may at its option accelerate all Rent and Additional Rent due for the balance of the term of

this Lease and declare the same to be immediately due and payable as liquidated damages, (c) Landlord may end this Lease and re-enter the Rental Space; (d) in addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorneys fees and court costs incurred as a result of such breach; (e) Landlord may re-enter the Rental Space and take possession of the goods and property located therein, place an additional lock on the Rental Space and after five (5) days written notice to Tenant, Landlord may sell the contents of the Rental Space, for the payment of past due Rent, together with Additional Rent and from the proceeds of such sale Landlord shall satisfy his lien, including the reasonable cost of the sale; and / or (f) Landlord shall have all other rights and remedies available under the lease, or at law or in equity.

The Tenant is liable for and shall pay to Landlord immediately upon demand, for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs.

18. **Notices:** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested, or (c) by national recognized overnight courier service. Notices shall be addressed to the Landlord and Tenant and the addresses written at the beginning of this Lease. Tenant shall immediately notify Landlord of any change in address or phone number via certified mail, return receipt requested.

19. **No Waiver:** The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

20. **Survival:** If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.
21. **End of Term:** At the end of the Term the Tenant shall (a) leave the Rental Space clean, (b) remove all signs and restore that portion of the Rental Space on which they were placed, (c) remove all Tenant's property, (d) repair all damage caused by moving, and (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Term, except for normal wear and tear. If the Tenant leaves any property in the Rental Space, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property, in which case the Landlord shall have a right to sell any property contained within the Rental Space.
22. **Binding:** This Lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights to take their places. Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Rental Space.
23. **Full Agreement:** The parties have read this Lease. It contains their full agreement. It may not be changed except in writing, signed by the Landlord and Tenant.

Signatures: The Landlord and the Tenant agree to the terms of this lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers.

Landlord: Margaret H Day LLC dba/Clermont Commercial Storage

____ Margaret Day _____
Margaret Day/ or Assignee

Tenant:
