

# VEHICLE STORAGE AGREEMENT - 702 STATE STREET

MOHAWK VALLEY KNITTING MACHINERY CO., INC. (Owner)  
561 MAIN STREET  
NEW YORK MILLS, NY 13417 Phone 315-507-4494

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

- NOTICE: (1) THE SIX MONTH AND ADDITIONAL SINGLE MONTH RENTAL CHARGES AND OTHER CHARGES STATED IN THIS AGREEMENT INCLUDE SALES TAXES AND ARE THE ACUTAL CHARGES YOU MUST PAY;
- (2) THIS AGREEMENT REQUIRES THAT YOU CARRY INSURANCE ON THE PERSONAL PROPERTY STORED AT 702 STATE STREET, UTICA, NY 13502

NAME (Occupant) \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ARE YOU A MEMBER OF THE ARMED SERVICES: YES \_\_\_\_\_ NO \_\_\_\_\_ If you answer "YES", please complete "RIDER A"

PHONE Home \_\_\_\_\_ Cell \_\_\_\_\_

Email: \_\_\_\_\_

VEHICLE #1 DISCRPTION: \_\_\_\_\_

VEHICLE #2 DISCRPTION: \_\_\_\_\_

OCCUPANCY DATE: \_\_\_\_\_ SIX MONTH ANIVERSARY REMOVAL DATE \_\_\_\_\_

ANTICIPATED REMOVAL DATE \_\_\_\_\_ ACTUAL REMOVAL DATE \_\_\_\_\_

**PROPERTY RENTED.** Occupant agrees to rent a vehicle parking space(s) located at 702 State Street, Utica, NY 13502

**TERMS.** Occupant will rent space for a minimum of six months beginning on the date of this rental agreement and continuing from month to month after six months. This agreement does not allow for IN & OUT privileges. Removal prior to the six month term will deem this agreement terminated and a new agreement must be entered into. Occupant agrees to give Owner, notice of intention to vacate seven days, prior to vacating.

**RENT.** Occupant will pay rent of \_\_\_\_\_ for the first six month term upon execution of this agreement and \_\_\_\_\_ per month on or before the anniversary date of each month. Owner may increase the monthly rent by giving Occupant at least 30 days prior written notice. Owner reserves the right to refuse payment by check. There will be a \$50.00 charge for each check returned uncollected. Partial payments or refunds of all or part of any rents will not be allowed.

**OPEN CHARGES:** ALL CHARGES MUST BE PAID IN FULL PRIOR TO REMOVAL.  
ALL CHECKS MUST CLEAR PRIOR TO REMOVAL.  
PAYMENTS MADE AT THE TIME OF REMOVAL MUST BE MADE IN **CASH**

**LATE CHARGES.** If the monthly rent and all other charges due are not received in full by their required due date, Occupant will pay a late charge of \$15.00 per month in addition to the per month rental charge. It is our policy to deduct any late charges or fees due from any payment received and credit the balance to rent.

**RENTAL OF REAL PROPERTY.** Occupant understands that this is a rental agreement concerning real -property and that the Owner is not a warehouseman and is not responsible for any property stored by Occupant.

**ACCESS HOURS.** Access is drop-off and removal only and must be arranged 24 hours in advance. Normal scheduled hours are Monday through Friday between the hours of 12:00 PM and 5:00 PM. Access outside these hours is at the sole discession of the owner.

**Access other than to drop-off or remove a vehicle will not be allowed.**

**CONDITION OF PROPERTY.** Occupant has looked at the Space and the surrounding areas and found them to, be in satisfactory condition. Occupant understands that Owner has made no promises about the condition of the property, its safety, or its security.

**STORAGE.** Occupant will store only property that the Occupant owns and will not store property that is claimed by another person or in which another person has an interest. Occupant agrees that Owner has no concern with the kind, quantity, or value of property stored by Occupant. Occupant may be required to provide written proof to Owner that the property is adequately insured by Occupant. Nothing herein shall constitute admission by Owner that Occupant's stored property has any specific value or that Owner is in any way liable for its condition.

**PLASTIC SHEETING.** Occupant must provide plastic sheeting for under property. We do NOT accept vehicles that have fluid leaks. Occupant shall be liable for all remediation, cleanup and damages incurred due to fluid leaks.

**COVER.** Occupant must cover property by use of a tarp or other appropriate method.

**LOCK.** Occupant will secure the vehicle as much as possible by locking the vehicle. Owner will not have a key or combination to the lock unless agreed to in writing by Owner and unless Occupant agrees that Owner has no interest in or liability for vehicle stored.

**BATTERY.** The negative terminal on batteries must be disconnected by the occupant at the time of drop-off. If the occupant wishes to keep the battery on a charger during storage the battery should be removed and taken with the occupant at the time of drop-off.

**FUEL.** Fuel tanks must be less than ¼ full with a maximum of 5 gallons.

**USE OF ELECTRICITY.** Use of electricity for any purposes is prohibited unless permission is obtained in writing from Owner.

**LIMITATION OF OWNER'S LIABILITY.** Owner will have no responsibility to Occupant or any other person for damages to their property, or any injury to them unless Owner intentionally causes the damage or injury. Occupant agrees that Owner's total responsibility for any property damage or personal injury will not exceed a total of \$5,000.00. Occupant will be responsible for any damage or injury not caused by Owner's intentional conduct.

**NO INSURANCE.** Occupant understands that Owner does not, and will not, insure Occupant's property. Occupant has the sole responsibility for insuring its property.

**Please initial only one**

       **A.** Occupant currently has, and will maintain, comprehensive insurance on the vehicle(s) through the term of this agreement.

       **B.** Occupant will be "self-insured", personally assuming all risk of loss or damage.

**WAIVER OF SUBROGATION:**

Occupant waives any right or claim against the Owner for damages sustained by Occupant which is covered under any insurance policy, and Occupant shall cause its insurance carriers to waive their respective rights of subrogation with respect to the same, and to so notify Owner.

**DEFAULT.** Owner shall have a lien on all personal property stored in Occupant's unit or on the proceeds of said personal property in Owner's possession. Said lien attaches as of the date such personal property is brought to the self-storage facility. If Occupant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Occupant, Occupant will be considered in default and Owner will take the following actions: Upon the failure of the Occupant to pay rent when due, the Owner may, without notice, pursue all remedies afforded to Owner pursuant to New York Law; On the thirtieth (30<sup>th</sup>) day of continuous default, or thereafter, following written notice of further default, Owner may enforce its lien on the personal property stored in the unit pursuant to Section 182(7) of the New York Lien Law for rent, labor, or other charges, present or 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 this article. The Owner may remove any and all personal property located within said unit for the purpose of selling same. Owner will first attempt to sell any or all said personal property at public sale. If not sold at public sale, any or all items of said personal property will then be otherwise disposed of and/or destroyed by Owner; Owner may cancel this Lease; Owner may evict Occupant by appropriate legal procedure; owner may accelerate and collect all past, present, and future rent and other sums due under this Lease; Owner may pursue civil remedies against Occupant for collection of past due amounts. Occupant shall be responsible for reasonable collection and/or attorney's fees and disbursements incurred.

**LIMITATION OF LIABILITY AFTER DEFAULT.** If Occupant is in default, and Owner enforces the lien by selling property stored in the rented space, Owner shall be liable to Occupant only in the amount of money received by Owner at any sale of such property. Occupant agrees that any money received by Owner at such a sale shall be used first to satisfy Owner's lien.

**ENDING THE RENTAL AGREEMENT.** Owner may end the rental agreement if Occupant breaks any promises made in the Rental Agreement or if Occupant abandons his or her property at the facility.

**CHANGE OF ADDRESS.** Occupant will inform Owner in writing if Occupant changes his or her address.

**CONDITION OF SPACE AFTER VACATING.** When the Rental Agreement ends, Occupant will remove the vehicle(s) and leave the parking space and surrounding area clean. Occupants storing vehicles are required to use oil pans to collect any fluids that may leak during storage. The removal of spilled oil or oil stains is the Occupant's responsibility.

**ENTIRE AGREEMENT.** This Rental Agreement states Owner's and Occupant's complete agreement and replaces all other oral and written agreements between Owner and Occupant.

**NOTICES.** Any notice sent by mail will be considered to have been given when delivered to the United States Postal Service, properly addressed, with the correct postage. Owner may document and verify said mailing by securing a certificate of mailing from the Postal Service. Questions about this Rental Agreement may be addressed to Owner at the address and telephone number indicated on the front of this Rental Agreement.

**VALID OF THE RENTAL AGREEMENT.** If any part of this Rental Agreement is declared invalid, the rest of the Rental Agreement shall remain in effect. If any part of the Rental Agreement is inconsistent with New York law, the applicable provisions of New York law shall be considered to be substituted for the inconsistent provision.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**NOTICE: THE STORAGE CHARGE AND OTHER CHARGES STATED IN THIS AGREEMENT INCLUDE SALES TAX AND ARE THE ACTUAL CHARGES YOU MUST PAY.**

Occupant: \_\_\_\_\_  
(Signature)

Owner: \_\_\_\_\_  
(MOHAWK VALLEY KNTTTING MACHINERY CO., INC.)

END OF RENTAL AGREEMENT

Make Checks Payable to: **MOHAWK VALLEY KNITTING MACHINERY CO., INC.**  
V.01.2014