

CZEBINIAK PROPERTIES LLC
SELF-STORAGE UNIT RENTAL / OCCUPANCY AGREEMENT
1990 Airport Rd, Binghamton, NY 13905

IMPORTANT NEW YORK NOTICES

Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

Notice: You may choose to be contacted for legal matters related to late or lien notices via electronic mail by providing your electronic mail address in at least two locations within this occupancy agreement.

1. PARTIES, FACILITY, AND UNIT

Owner/Landlord: Czebiniak Properties LLC _

Facility Address: 1990 Airport Rd, Binghamton, NY 13905 _

Occupant/Tenant Name: _

Mailing Address: _

City/State/ZIP: _

Phone: _

Email: _

Emergency Contact: _

Storage Unit Number: _

Unit Size: _

Contract/Occupancy Start Date: _

Monthly Occupancy Charge: \$ _

Security Deposit: \$ _

Late Fee: \$ _

Unit type: ☐ Non-temperature-controlled indoor space

2. NATURE OF AGREEMENT

This is a self-storage occupancy agreement governed by applicable New York law, including New York Lien Law § 182. It creates a right to occupy and use the identified storage space for storage purposes only. It does not create a residential tenancy, dwelling, or lease of habitable premises. The Occupant has no right to reside, sleep, live, work, cook, or conduct a business open to the public from the storage unit.

3. MONTHLY CHARGES; CONTRACT DATE; PAYMENT

The Contract/Occupancy Start Date shown above is the effective date for this unit and establishes the recurring monthly billing obligation. The monthly occupancy charge is due on the ____ day of each month. The actual monthly charge and all other mandatory charges are those stated in this agreement or a written amendment signed/accepted in accordance with applicable law.

A late fee of \$_____ will be charged if payment remains unpaid more than five (5) calendar days after the due date, subject to applicable law. Additional lawful charges, lien-enforcement costs, preservation costs, sale/disposition costs, and other charges expressly permitted by this agreement or applicable law may become due after default.

Payments may be made by: ☐ Check ☐ Cash ☐ Credit Card/Autopay

4. SECURITY DEPOSIT

The security deposit is \$_____. The deposit is security for the Occupant's performance of this agreement and is not an advance payment of rent. To the extent permitted by law, the Owner may apply the deposit to repair damage caused by the Occupant or the Occupant's invitees, unauthorized alterations, removal/cleaning costs, unpaid lawful charges, or other amounts properly chargeable under this agreement.

Any damage to, alteration of, attachment to, painting of, drilling into, wiring of, or other physical change to the unit or facility caused by the Occupant or the Occupant's invitees may result in forfeiture/application of the security deposit to the resulting costs. If actual costs exceed the deposit, the Occupant remains responsible for the balance.

5. STORAGE UNIT CONDITION; NO ALTERATIONS

The Occupant accepts the unit in its present condition, subject to any written condition report. No construction, shelving permanently attached to the building, painting, drilling, electrical work, locks that damage the door, signage, fixtures, plumbing, or other alteration may be made without prior written consent of the Owner. The Occupant shall keep the unit clean, secure, and free of damage.

6. NO HABITATION; PROHIBITED USE

HABITATION IS STRICTLY PROHIBITED. The unit may not be used as a residence or sleeping area. No person may live, sleep, cook, shower, establish a bedroom, or use the unit as a dwelling. The unit may not be used for illegal activity, hazardous activity, or any use that violates fire, building, zoning, environmental, insurance, or other applicable requirements.

The following are prohibited unless specifically authorized in writing and lawful: flammable or explosive materials; hazardous, toxic, radioactive, corrosive, or highly combustible materials; perishable food; animals or living organisms; illegal drugs; stolen property; waste or refuse; materials producing offensive odors; and any property that creates a nuisance, environmental hazard, unreasonable risk, or insurance concern.

The Occupant is responsible for determining that all property stored is lawful to store and properly packaged.

7. ACCESS, LOCKS, AND SECURITY

The Occupant is responsible for providing and maintaining the lock used on the unit and for safeguarding keys, combinations, access codes, and other access credentials. The Owner does not guarantee security against theft, vandalism, unauthorized entry, or loss. The Owner may enter the unit when reasonably necessary as permitted by law and this agreement, including for emergency, safety, inspection, repair, maintenance, suspected prohibited use, abandonment, or enforcement of the Owner's lien.

8. NO TEMPERATURE CONTROL; NATURAL CONDITIONS

The Occupant understands and agrees that storage units are NOT temperature controlled unless expressly identified in writing as temperature controlled. The Owner makes no representation that a unit is protected from heat, cold, humidity, condensation, moisture, dust, insects, rodents, mold, mildew, freezing, thawing, precipitation, or other natural or environmental conditions.

The Occupant assumes responsibility for selecting property suitable for storage in a non-temperature-controlled environment and shall not store property requiring climate control. To the fullest extent permitted by law, the Owner is not responsible for loss or damage caused by ordinary natural or

environmental conditions, weather, temperature changes, humidity, condensation, mold, mildew, insects, rodents, acts of nature, or other causes beyond the Owner's reasonable control, except to the extent liability cannot lawfully be disclaimed.

9. OCCUPANT'S PROPERTY; INSURANCE; OWNER'S LIMITED LIABILITY

ALL PROPERTY IS STORED AT THE OCCUPANT'S SOLE RISK. The Occupant is solely responsible for the value, condition, packing, transportation, loading, unloading, and safekeeping of the Occupant's property. The Owner does not insure the Occupant's property.

The Occupant is strongly advised to obtain insurance covering the full replacement value of all stored property, including coverage for theft, fire, water damage, weather, natural causes, mold/mildew, rodents, and other risks. The Occupant represents that the Occupant has been advised that the Owner's insurance, if any, is not the Occupant's property insurance.

Except to the extent liability cannot lawfully be excluded or limited, the Owner shall not be liable for loss of or damage to stored property arising from theft, vandalism, water, fire, smoke, weather, natural causes, temperature, humidity, mold/mildew, insects, rodents, utility interruption, acts of third parties, or other causes beyond the Owner's reasonable control.

LIABILITY LIMITATION REQUIRED BY NY LIEN LAW § 182: For purposes of any lawful limitation of the Owner's liability for loss or damage to goods, will have no responsibility to Occupant or any other person for any liability, expense, damage to their personal property or injury to them arising out of /owners active or passive acts, omissions, negligence or conversions unless Owner intentionally and/or in bad faith causes the liability expense, damage, or injury. Occupant agrees that Owner and Owners Agents total responsibility for any liability, expense, personal property damage and personal injury will not exceed Five thousand dollars. Occupant shall defend Owner and /owners agents against and pay for any damage to property, injury to persons, or any other liability or expense incurred because of anything Occupant does or fails to do in the Space, the Parking Space or surrounding areas, unless Owner intentionally and in bad faith causes such damage, injury, or other liability or expense. By placing the INITIALS HERE_____. Occupant acknowledges that he has read, understands and agrees to the provisions of this paragraph.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Occupant shall defend, indemnify, and hold harmless Czebiniak Properties LLC, its owners, managers, agents, employees, and contractors from claims, damages, losses, fines, liabilities, costs, and reasonable expenses arising from the Occupant's use of the unit or facility, the Occupant's property, the acts or omissions of the Occupant or the Occupant's invitees, violation of this agreement, prohibited storage, environmental contamination, or damage caused by the Occupant, except to the extent caused by the Owner's non-waivable legal liability.

11. VEHICLES AND OTHER LARGE PROPERTY

Vehicles, trailers, boats, or other large property may be stored only in spaces specifically designated and authorized for such use and only if legally registered/operable or otherwise expressly approved in writing. The Occupant remains responsible for compliance with all applicable laws and for preventing leaks, spills, fire hazards, or damage.

12. DEFAULT; LATE PAYMENT; ACCESS

Failure to pay all amounts when due constitutes a default. After the applicable grace/late-fee period, the Owner may impose the agreed late fee and pursue any remedies available under this agreement and applicable law. The Owner may restrict access to the unit as permitted by law while amounts remain unpaid.

No oral promise, waiver, extension, or payment arrangement modifies this agreement unless confirmed in writing by the Owner or authorized agent. Acceptance of a late or partial payment does not waive the Owner's rights unless the Owner expressly agrees in writing.

13. NEW YORK SELF-STORAGE LIEN

The Occupant acknowledges that New York Lien Law § 182 provides the Owner of a self-storage facility with a lien on personal property stored in the facility for occupancy fees and other lawful charges and certain expenses. The lien attaches when personal property is brought to the facility.

If the Occupant defaults, the Owner may enforce its lien only in the manner and after the notices required by applicable New York law. The Occupant acknowledges that a sale or other disposition of property will not occur merely because the account is late; statutory notice, waiting periods, and commercially reasonable sale requirements must be satisfied.

Any lien notice will be prepared and served in accordance with then-applicable New York law, including the statutory requirements governing the amount due, property description, demand for payment, sale information, service method, and statutory rights to challenge the lien.

The Owner may charge the Occupant for lawful lien-enforcement expenses, preservation expenses, and reasonable sale/disposition expenses to the extent permitted by law and this agreement.

14. ABANDONMENT / NO-CONTACT DEFAULT

If the Occupant stops paying and cannot be reached, the account may continue to accrue lawful charges. Lack of contact does not eliminate the Occupant's payment obligations. The Owner may pursue lien remedies under New York Lien Law § 182 after satisfying all required statutory notice and waiting requirements.

The Occupant understands that the Owner may ultimately sell or otherwise dispose of stored property through the statutory lien process. The Owner will not simply discard or sell property solely because payment is late; any disposition will be handled in accordance with applicable law.

15. PERSONAL PROPERTY; OWNERSHIP; CLAIMS OF THIRD PARTIES

The Occupant represents that the Occupant owns the property stored or has authority from the owner to store it and that no property is stored in violation of another person's rights. The Occupant shall notify the Owner promptly of any secured creditor, lienholder, or other person known to claim an interest in the stored property and provide current contact information.

16. SAFETY; FIRE; ENVIRONMENTAL REQUIREMENTS

The Occupant shall comply with all fire, building, health, environmental, zoning, and facility rules. No tampering with fire protection equipment, electrical systems, doors, locks, lighting, alarms, or building systems is permitted. No open flames, smoking, burning, welding, or other ignition sources are permitted in or around storage units.

17. MAINTENANCE AND DAMAGE

The Occupant shall immediately report leaks, structural concerns, pest activity, suspected break-ins, hazardous conditions, or damage. The Occupant is responsible for damage caused by the Occupant, invitees, vehicles, stored property, spills, improper storage, overloading, or alterations. The Owner may recover repair and remediation costs to the extent permitted by law.

18. OWNER ACCESS AND EMERGENCIES

The Owner may enter a unit without prior notice when reasonably necessary to respond to an emergency or imminent threat to persons or property, or when otherwise permitted by law or this agreement. When practicable, the Owner will provide notice for non-emergency entry.

19. RULES AND REGULATIONS

The Owner may establish reasonable written rules concerning access hours, safety, parking, loading/unloading, prohibited conduct, security, and use of common areas. Material changes to charges or material contractual terms will be made only as permitted by the agreement and applicable law.

20. ASSIGNMENT / SUBLETTING

The Occupant may not assign, sublet, license, or transfer the unit or permit another person to use it without the Owner's prior written consent. Any unauthorized transfer is a material breach.

21. TERMINATION AND MOVE-OUT

The Occupant shall provide the notice required by the agreement and applicable law before vacating. Upon move-out, the Occupant must remove all property, debris, and locks and leave the unit clean and undamaged. Property left behind may be treated as abandoned only in accordance with applicable law. The Occupant remains responsible for charges until the unit is surrendered as required by this agreement.

22. NOTICES AND CONTACT INFORMATION

The Occupant must keep the Owner informed of any change in mailing address, telephone number, and email address. The Occupant's email address appears below and at the signature section so that, where legally permitted and where the statutory conditions are satisfied, the Occupant may elect to receive legal late/lien notices by email.

Occupant Email for Legal Notices: _

Occupant elects to receive legal late/lien notices by email: ☐ YES ☐ NO

The Occupant understands that statutory notice requirements control and that an email address alone does not replace a legally required service method unless all statutory conditions for email notice are satisfied.

23. GOVERNING LAW; SEVERABILITY

This agreement shall be governed by applicable law of the State of New York. If any provision is determined to be invalid or unenforceable, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in effect. Nothing in this agreement waives or limits rights or obligations that cannot legally be waived.

24. ENTIRE AGREEMENT

This document and any written addenda, unit condition report, rules, and written amendments constitute the agreement concerning the unit. No representation outside this agreement is binding unless made in writing by an authorized representative of the Owner. If a conflict exists between this agreement and a non-waivable requirement of New York law, the law controls.

25. REQUIRED CHARGE DISCLOSURE

The Occupant acknowledges that the following are the actual charges applicable at signing:

Monthly Occupancy Charge: \$ _

Security Deposit: \$ _

Late Fee after 5 days: \$ _

Administrative/Other Mandatory Charge(s): \$ _

Other: \$ _

No charge not disclosed in this agreement will be imposed except as permitted by applicable law, a written amendment, or a charge arising from the Occupant's breach, damage, default, lien enforcement, preservation, sale, or other event for which the Occupant is lawfully responsible.

26. UNIT SIZE / MONTHLY RATE SCHEDULE

Unit Size	Monthly Fee	Security Deposit	Notes
5 × 10	\$ _____	\$ _____	Non-temperature-controlled
6 × 10	\$ _____	\$ _____	Non-temperature-controlled
10 × 10	\$ _____	\$ _____	Non-temperature-controlled
10 × 15	\$ _____	\$ _____	Non-temperature-controlled
10 × 20	\$ _____	\$ _____	Non-temperature-controlled
Other: _____	\$ _____	\$ _____	_____

27. SIGNATURES AND ACKNOWLEDGMENTS

By signing below, the Occupant acknowledges that the Occupant has read and understands this agreement, received a copy, understands that the unit is not temperature controlled unless expressly stated otherwise, understands that the Owner does not insure the Occupant's property, agrees to obtain appropriate insurance, and agrees to comply with all applicable laws and facility rules.

The Occupant further acknowledges that the unit is for storage only and may not be used for habitation or sleeping.

Occupant Printed Name: _

Occupant Signature: _

Date: _

Owner/Authorized Agent Printed Name: _

Owner/Authorized Agent Signature: _

Date: _

OWNER CONTACT

Czebiniak Properties LLC Business Address: 1990 Airport Rd, Binghamton, NY 13905 _

Business Telephone: _

Business Email: _

ATTACHMENTS / MOVE-IN CHECKLIST

☐ Copy of signed agreement provided to Occupant ☐ Insurance recommendation provided ☐ Payment method established ☐ Security deposit received ☐ Key/lock responsibility explained ☐ Email notice election recorded