

LEASE AGREEMENT

This lease agreement made and entered into on this date 12/26/2024 by and between Clamdigger Storage, Lessor (**CDSS**) and Jourdon Smith, Lessee

Witnesseth: In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises: CDSS leases to Lessee the premises described as: Unit No. 31

2. Rent:

(a) Lessee agrees to pay **CDSS** the sum of eighty five dollars (\$85) per month payable on the 15th day of the month; **and to pay CDSS the minimum sum of (\$5.00) dollars in addition to the above mentioned rent if Lessee is more than Five (5) days late in Lessee's monthly rent.**

(b.) **CDSS** acknowledges receipt of:

Security deposit of: \$25

Partial rent covering period of: none Amount: \$0.00

First months rent: \$85

Discount type: none

Total due: \$110

(c.) The above mentioned security deposit is a deposit against damage to the unit which also may be applied to any delinquent rent. It is not prepaid rent. The security deposit will be refunded at the termination of this lease provided there is no damage to the premises, rent deficiency, and the unit left in a clean and rentable condition.

(d.) Any discounts offered herein are subject to change at Lessor discretion.

3. Use of Leased Premises:

(a) Lessee agrees that any improvements, signs or modifications to the rental unit shall be at Lessee's expense and will not be made unless a prior written approval therefor has been obtained from **CDSS**. Any such improvements of a fixed nature will remain with the rental unit, intact, when Lessee vacates the premises.

(b) Lessee agrees not to store, dump or abandon any material, trash or debris outside of the leased unit and agrees to remove any such material, trash debris and if the Lessee fails to abide by the terms of this subparagraph the Lessor may remove such material, trash, debris or abandoned personal property and the expense thereof will be paid upon demand to the Lessor by Lessee or at the Lessor's choice deducted from the Lessee's security deposit.

(C) Lessee agrees not to store valuables exceeding a total of \$10000 in value. Please refer to section 4 below.

4. Liability and Insurance:

Lessee agrees that **CDSS** shall not be responsible for loss or damage to Lessee's property resulting from fire, water, theft, or any cause whatsoever; that Lessee shall indemnify **CDSS** and save it harmless against all claims arising out of Lessee's use of the premises; and that Lessee hereby waives all rights to recover against **CDSS** for any loss or damage by any cause whatsoever against which Lessee can insure.

5. Notice of Lien:

OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN IT'S SALE, ALL AS PROVIDED IN THE MAINE SELF-SERVICE STORAGE ACT. THE PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT. SUCH SALE SHALL BE HELD AT THE SELF-SERVICE STORAGE FACILITY WHERE THE PERSONAL PROPERTY IS STORED OR AT THE NEAREST SUITABLE LOCATION.

6. Default:

(a) Lessee shall be in default if he/she has not paid the stipulated rent, including the \$5.00 late charge, fifteen (15) days after such payment is due.

(b) Lessee agrees that if default occurs CDSS shall have a contractual lien as well as a legal lien upon all of Lessee's property stored upon said premises.

(c) Upon Lessee's default hereunder, Lessee agrees that CDSS may immediately and without notice to Lessee, place it's own lock upon said premises and notify Lessee of default. The occupant may arrange to have access solely to view and verify the contents of leased space. Such access must be arranged with the facility office during normal business hours.

7. Addresses and Notices:

All rental and any other sums due to **CDSS** under the terms of this lease shall be payable to Clamdigger Self Storage, 93 Thomaston St. Thomaston ME 04861.

Lessee's current or last known mailing address: 20 Old Quarry Road - Stonington, ME 04681

Lessee's current or last known email address: jourdon.smith@jax.org

8. Legal Fees and Costs:

If **CDSS** engages the services of an attorney to enforce any agreement contained in this lease or for the breach of any covenant or condition, Lessee shall pay **CDSS** reasonable attorney fees for the service of **CDSS** attorney and will pay all other costs and expenses so incurred by **CDSS**.

9. Snow Removal:

It is the Lessee's responsibility to clear snow and ice (as needed for access) immediately in front of the rented storage unit door and lock, using appropriate weather related caution.

NOTICE: Flammable, corrosive, or explosive materials are prohibited. Perishable food items are also prohibited. Lessee will be fully responsible for any damages to CDSS buildings and/or other unit/customer belongings held within if these warnings are ignored and damages occur. Lessor does not provide insurance for Lessee's property. This lease agreement is subject to the terms and conditions set in the Maine MRS Title 10, Chapter 212. SELF-SERVICE STORAGE ACT.

Clamdigger Self Storage

Barry Spofford - Operator
93 Thomaston St.
Thomaston ME 04861

Signed By: *Barry Spofford* - Lessor

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Jourdon K Smith /

Client Information

Signed by **Jourdon K Smith** on **Mon Feb 26 2024 19:17:41 GMT-0500 (Eastern Standard Time)**

IP Address: 71.173.75.28

Audit Log

02/26/2024 10:29:16, Contract created by **webmaster**

02/26/2024 10:36:52, **Contract signed online by client using 69.53.70.212**

02/26/2024 10:41:29, Signature removed by **webmaster**

02/27/2024 0:17:45, **Contract signed online by client using 71.173.75.28**