



## **Conditional Exclusive Locker Rental Agreement**

On \_\_\_\_/\_\_\_\_, 20\_\_\_\_, and upon receipt of the first month's rental in the amount of \$\_\_\_\_\_,  
FSS Armory, Inc., located at 36 Route 46, Pine Brook, New Jersey 07058, herein  
agrees to a conditional rental of storage box #\_\_\_\_\_ (located within the FSS Armory, Inc. FFL facility) to:

Name: \_\_\_\_\_

NJ Drivers License: \_\_\_\_\_

Address: \_\_\_\_\_

Work Telephone #: \_\_\_\_\_ Home: # \_\_\_\_\_ Cell #: \_\_\_\_\_

FID Card Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Hereinafter referenced as: Locker Rental Owner.

**Locker Rental Owner:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**FSS Armory, Inc:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

## 1. RENTAL TERMS:

- (a) Rental (Page 1) is payable via automatic recurring charges to a credit card. There is no proration of the rental.
- (b) Rental payment is due on or before the calendar number day the contract began, of each month. There is no grace period. Rent will be considered as late if not received by and successfully negotiated by FSS by the fifth day of the due date and a late fee equal to 10% of the monthly rental charge (per annum) shall be imposed beginning on the 6<sup>th</sup> day and continue until the entire rental payment and penalty amount is brought current by Locker Rental Owner.
- (c) A charge of \$25.00 shall apply for any lost/damaged locker key.
- (d) If Locker Rental Owner becomes two months in arrears FSS shall be entitled to issue a Notice Of Default by email or mail. If the account is not made current FSS within ten (10) days of receipt of written notice, then this contract shall be considered breached by Locker Rental Owner and terminated at that time without further notice or cause.

## 2. TERMINATION AND DEFAULT TERMS:

- (a) Locker Rental Owner may terminate this contract of rental upon thirty (30) days advance written notice via certified mail.
- (b) FSS may terminate pursuant to Section 1 Rental Terms above. Also, if FSS reasonably believes that the Locker Rental Owner has engaged in or is engaging in any activities prohibited by New Jersey, Pine Brook, county, municipal or federal laws, including firearms laws, FSS retains the right to declare an immediate breach and termination of this contract.
- (c) FSS may terminate this contract of rental in the event of inquiry or notification from any state, police, FBI or other governmental agency of an investigation as to Locker Rental Owner, including, but not limited to receipt of subpoenas or other legal requests. Notification of issuance of an Order of Protection or Domestic Violence as regards Locker Rental Owner shall also be grounds for termination of the contract by FSS.
- (d) If FSS, in its sole discretion, determines that Locker Rental Owner is unruly, disruptive, uncooperative, or poses a danger to others while on the premises at FSS Armory, Inc., this contract may be terminated immediately and verbally with Locker Rental Owner being banned from the FSS premises including denial of access to the storage locker facilities located within the FSS Armory, Inc. premises.

NOTE: In the event of termination, assuming that all past due amounts are then current, Locker Rental Owner shall then remove all personal property from his/her exclusive use locker and immediately delivery possession of the empty storage locker unit (with keys) to FSS. Any property left in the locker post termination shall be considered abandoned and may be disposed of as allowed by applicable New Jersey law.

## 3. FSS SECURITY INTEREST LIEN RIGHTS:

- (a) **To the extent allowed by applicable law, and as agreed by FSS and Locker Rental Owner herein by this contract of rental, the contents of the locker may be held as security for the payment of any and all outstanding rental charges, damages, interests or penalties due from Locker Rental Owner. In the event that rent or other charges are due and owing for a period of fourteen (14) days after**

**Notice of Default served by FSS upon Locker Rental Owner via US mail and/or the email address provided by Locker Rental Owner on this contract form, FSS shall then be entitled to transfer or sell the locker contents, subject to applicable law, and use the proceeds to satisfy or partially satisfy the financial obligations of the Locker Rental Owner. Use of the contents to satisfy part of the amount due and owing by Locker Rental Owner shall not impact FSS' right to seek payment of any remaining balance or pursuing other rights and remedies consistent with New Jersey law.**

## 4. RENTAL INCREASE:

Twelve (12) months after the execution date hereinabove, and every twelve months thereafter, FSS will determine if a rent increase is justified, and will inform the Locker Rental Owner of said increase, at which time the Locker Rental Owner will have 15 days to decide to continue the contract or terminate.

## 5. EXCLUSIVE USE AND POSSESSION OF LOCKER:

FSS and Locker Rental Owner herein acknowledge and agree that Locker Rental Owner shall be deemed to be in exclusive possession and control of the locker unit box and its contents under applicable laws. FSS and Locker Rental Owner herein acknowledge and agree that Locker Rental Owner shall not have any rights, leasehold or rental interests or other ownership interest in the real property or other locations or property contained within FSS Armory, Inc. At 36 Route 46, Pine Brook, New Jersey 07058. Locker Rental Owner shall have NO right to assign, transfer, or sublet the locker to any third party or entity and any attempt to do so shall constitute an immediate and irrevocable termination of this contract. Locker Rental Owner's exclusive possession and control is individual and personal and those rights cannot be assigned, transferred, subleased or granted to anyone other than Locker Rental Owner. Locker Rental Owner shall be the only authorized person to access the subject locker other than as allowed under the terms and conditions of this agreement and applicable law.

Locker Rental Owner shall maintain his/her/their private key to the locker box unit and shall also have a key for the master locker storage room door. The Locker Rental Owner shall be deemed to have outside door of each unit. Within each unit is a box that shall be used for storage of firearms.

## 6. USE AND COMPLIANCE OF LAW:

Locker Rental Owner herein represents and warrants that this locker shall only be used for the legal storage of personally owned and legally compliant firearms of which Locker Rental Owner is authorized and permitted to own and possess under applicable state and federal laws. Locker Rental Owner represents and warrants that his/her/its locker space shall not be used for any unlawful purpose and will be kept in good condition by the Occupant. Locker Rental owner shall not maintain or store in the locker any improper, dangerous, illegal or

combustible materials nor any food or liquid. No pets, animals or other items may be stored in the locker. Locker Rental Owner represents and warrants that all property stored in the locker shall be his/her/its owned personal of which he/she has the sole legal right to possess.

Locker Rental Owner shall only be granted access to the locker box during FSS operating hours, provided that Locker Rental Owner is not otherwise in default or breach of the contract. Operating hours and days of operation shall be at the sole and exclusive determination of FSS.

Locker Rental Owner acknowledges that FSS is under no duty to keep records of the contents placed into the locker by the Locker Rental Owner and that FSS does not exercise care, custody or control over Locker Rental Owner's stored property.

Nothing herein shall constitute an acknowledgement, agreement or admission by FSS that Locker Rental Owner's stored property has any cash, commercial or retail value, nor shall anything herein alter the express and complete waiver and release by Locker Rental owner in favor of FSS for any loss of or damage to any contents of the locker – of which Locker Rental owner accepts full and complete personal and legal responsibility. Locker Rental Owner acknowledges and agrees that the contents of the locker shall NOT be entitled to any insurance coverage or indemnification for loss or damage to the contents or any other associated personal injury, general liability, property damage or other claims arising therefrom. Locker Rental Owner represents and warrants that he/she/it shall have independently purchased and maintained insurance covering all loss or damage associated with or arising from the ownership of the contents of the locker.

Locker Rental Owner expressly represents and warrants that FSS is not in the business of storing goods for hire, or acting as a warehouseman, nor does FSS act as the bailee of Locker Rental Owner's personal property. Locker Rental Owner is merely leasing space for self-storage by Locker Rental Owner.

Locker Rental Owner is strictly forbidden from storing any cleaning solvents or any other material which is volatile, flammable or explosive in the locker. In addition, Locker Rental Owner shall not engage in gunsmithing or manufacturing activities on the premises. Locker Rental Owner shall not purchase and deliver to the FSS premises any non-state or federal law compliant firearms or component parts.

Locker Rental Owner represents, warrants and acknowledges that this rental agreement does not extend any other rights upon him/her or impose any other obligation or duty upon FSS Armory, Inc. - other than as expressly stated herein.

Locker Rental Owner shall not alter the storage box unit/locks or permit any other person to occupy or have access to the unit and shall not assign, sublet or in any way convey his/her rights under this contract.

Locker Rental Owner represents and warrants that he/she shall comply with all rules and regulations of FSS which are posted on the FSS premises or on the FSS website during the term of this contract. Failure to comply with the rules and regulations shall result in a determination that Locker Rental Owner is in breach of this contract.

Locker Rental Owner represents, warrants and agrees that FSS's failure to enforce any obligation or provision herein shall not act as a waiver of the ability to enforce any other provision within this contract. Further, Locker Rental Owner acknowledges that FSS may pursue any and all equitable relief available under applicable law without waiving or limiting any other legal rights or enforcement available to FSS.

Locker Rental owner and FSS agree that this contract of rental shall be governed by the laws of the state of New Jersey and that any legal action, claims or demands shall be handled in the Superior Court of Morris or Essex County without regard to conflicts of law.

Locker Rental Owner shall bear the sole and exclusive risk of damage or loss of any personal property within the rented locker unit and that FSS shall not be legally or financially liable to Locker Rental Owner or his/her personal property insurer for any such damage or associated loss. Any and all personal property stored within the storage locker unit shall not be considered as part of a bailment relationship.

In the event of a personal property loss of any kind or nature, regardless of cause, including, but not limited to, fire/water/storm, Locker Rental Owner represents and warrants that his/her personal insurance policies shall be considered as primary and with FSS' policies being non-contributory.

All of Locker Rental Owner's refuse, garbage, packing material, trash, etc., shall be removed from the grounds of the self storage facility at his/her sole expense and the area shall be kept clean and safe at all times..

## **7. NON-LIABILITY OF THE OWNER AND INDEMNIFICATION:**

Locker Rental Owner represents, warrants and acknowledges that FSS shall not be legally responsible or liable for any personal injury to Locker Rental Owner and/or their family members or guests for any personal injury or damage to personal property caused in whole or in part by FSS, its employees or agents or any third party regardless of any negligence arising out of or on the part of FSS. This also includes injuries or damages arising from criminal acts. Locker Rental Owners acknowledges that the intent of this provision is to limit or bar legal and financial responsibility of FSS to the greatest extent allowed by New Jersey law, including under the case Azurak, and its progeny.

Locker Rental Owner represents, warrants and agrees to indemnify, defend and insure FSS (and its employees/agents) from and against all any and all claims for damages to property or personal injury (including attorneys fees and all costs) arising from, in whole or in part, Locker Rental Owner's use or occupancy of the unit.

**8. DUTIES OF OWNER AND WARRANTIES:** Owner's sole duty to Occupant is to provide a self storage space and Owner's contractual duties under this contract are strictly limited to the providing of self service storage space. Owner makes no warranty, express or implied, of any nature, and specifically disclaims any warranty of merchantability or fitness of use for the particular use of the premises. Occupant has been given an opportunity to inspect the unit and accepts the unit "as is" and with all faults.

**9. SELF STORAGE FACILITY ACT:** Occupant acknowledges being made aware of the provisions of the Self Storage Facility Act (N.J.S.A. 2A:44-188, *et seq.*) by the Owner. The parties mutually acknowledge that the compliance with the aforementioned statute is legally impossible due to the comprehensive grid of firearms regulations that currently exists in the State of New Jersey. Pursuant to such firearms regulation, the Owner may not among other things, access, take possession, transfer or sell Occupant's firearms. The parties acknowledge that this Contract is a hybrid using the Self Storage Facility Act as a template, however, it being modified to comply with applicable New Jersey Statutes regarding firearms. The parties, therefore mutually agree that the remedies for failure to pay rent is provided for herein shall apply.

**10. LOCKER RENTAL OWNER CHANGE OF ADDRESS:** Locker Rental Owner represents and warrants that he/she will notify FSS, in writing, via certified US mail of any change of address, telephone numbers or email address within ten (10) days of such change and that in the absence of such notification the information provided on this contract shall be considered the addresses for all Notices of Default and/or Billing under this contract.

**11. RIGHTS OF ENTRY:** Locker Rental Owner represents, warrants and acknowledges that FSS is a tenant at 36 Route 46, Pine Brook, New Jersey and that the building owner/Landlord and/or police, firemen, first responders or governmental employees or agents may have or retain a general right of entry for the purposes of protecting life or property. FSS may allow or facilitate such access in those limited circumstances and such access may or may not require damage to the storage locker unit or locks and FSS shall not be liable or responsible for the costs associated with such loss or damage.

**12. COMPLETE AGREEMENT:** FSS and Locker Rental Owner expressly agree and acknowledge that this is the entire agreement between the parties and that this writing shall prevail over any prior or subsequent writing or verbal discussion. However, the parties agree that this contract can be modified by a subsequent written and notarized agreement executed by both FSS and Locker Rental Owner.

**13. BINDING EFFECT:** This contract/agreement shall inure to the benefit of and be binding upon Locker Rental Owner and FSS and their respective heirs, administrators, bankruptcy trustees, executors, estates, successors and authorized assigns.