

ATTIC SELF STORAGE, LLC.2440 16th Street San Francisco, CA 94103

Phone: (415) 626-0800 Fax: (415) 861-4951

**RENTAL
AGREEMENT****UNIT NO:**

MONTH-TO-MONTH TENANCY

NOTICE TO OCCUPANT: YOUR STORED PERSONAL PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS. SUCH ACTIONS ARE AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE. THIS WOULD REQUIRE OWNER TO ENTER YOUR RENTED STORAGE UNIT. SHOULD THIS OCCUR, YOU WILL BE CHARGED ADDITIONAL FEES.

OCCUPANT'S NAME AND ADDRESS:	TRANSACTION DATE:
<small>YOUR PERSONAL PROPERTY COULD BE SOLD WITHOUT YOU RECEIVING ADVANCE NOTICE IF YOU FAIL TO NOTIFY ATTIC SELF STORAGE, IN WRITING, OF A CHANGE TO YOUR MAILING ADDRESS.</small> Phone Numbers / Email Home: _____ Work: _____ Cell: _____ Email: _____ DRIVER'S LIC/ID NO: _____	UNIT NO:
	MONTHLY RENT RATE
	MONTHLY INSURANCE RATE
	RENT & INSURANCE DUE DATE: First of Each Month
	TOTAL DUE
ALTERNATE CONTACT NAME AND ADDRESS:	FEES – IF APPLICABLE LEGAL NOTICES – \$20.00 EACH Preliminary Lien Notice & Lien Sale Notice DISHONORED CHECK CHARGE – \$20.00 EACH LATE PAYMENT – SEE "Terms of Tenancy" Number 1
Phone: _____ EMAIL: _____ <small>YOU, THE OCCUPANT, ARE REQUESTED TO PROVIDE THE NAME, ADDRESS, PHONE AND EMAIL OF A PERSON TO WHOM LEGAL NOTICES (IN ADDITION TO YOU) MAY BE SENT UNDER CHAPTER 10 OF THE CA BUSINESS AND PROFESSIONS CODE.</small>	

TO THE OCCUPANT:

Are You currently a Member of the Armed Forces of the United States? Yes / No (Initials)
 If you answered 'yes', state the branch: _____ your 'Grade' _____ and PSC number _____

THIS RENTAL AGREEMENT is executed on the Transaction Date stated herein above by, and between, ATTIC SELF STORAGE, LLC. named herein above (hereinafter "Facility"), and the Tenant-Occupant named herein above (hereinafter "You", "Your"). Facility hereby rents to You, and You hereby rent from Facility, the specific storage unit (hereinafter "The Unit"), designated herein above, on the terms and conditions stated in this Agreement, and with the express agreement that no bailment or deposit of goods or personal property for safekeeping by Facility is intended. or created, by this Agreement, that Facility is neither engaged in the business of storing goods for hire nor warehousing, but is simply a landlord renting The Unit in which You may store items of personal property (hereinafter "Your Property"), that The Unit shall be under Your exclusive control, that Facility will not take custody, control, possession or dominion over the contents of The Unit except according to, and under the applicable provisions of, the California Self-Service Storage Facility Act (*California Business & Professions Code* sections 21700, *et seq.*, hereinafter referred to as the "Self-Storage Act"), and/or under other provisions of California law. Facility does not agree to provide protection for the Facility, The Unit or the contents thereof; rather this Agreement creates a tenancy for self-service storage by You of Your Property the ownership of which Facility shall, at all times, have the legal right to conclusively presume is Yours, even were You to inform Facility to the contrary:

By Your signature below You agree that all of the provisions on this page and all the following pages, together with the separate Rules and Regulations incorporated herein by reference, form a part of this Agreement, that You have been given ample opportunity to read the same, understand and agree to be bound by all the terms, conditions and provisions hereof, whether or not You have read them, and acknowledge receipt of a copy of same.

ATTIC SELF STORAGE, LLC

By: _____

Name : _____

OCCUPANT:

(Full Legal Name)

Signature: _____

1. TERMS OF TENANCY: The terms of the tenancy created by this Agreement are the following:

Periodic Tenancy. This tenancy created by this Agreement shall commence as of the "Transaction Date", as stated herein above, and thereafter the term of such tenancy shall continue on a month-to-month basis from the next following "Monthly Anniversary Date", or the "First Day of Month" of each and every consecutive calendar month, as stated herein above, until such tenancy is either terminated by operation of law or pursuant to the termination provisions of this Agreement.

Rent. "Monthly Rent Amount" stated herein above is the monthly rent amount due each month, payable to Facility or its agent, must be received by Facility or its agent, in advance by the "Rent Due Date" stated herein above, of each consecutive calendar month, and is "delinquent" if not so timely received.

Late-Payment Fee. In the event (a) the full Monthly Rent Amount payment is not received by Facility, or Facility's agent, by mid-night of the tenth (10th) day following the "Rent Due Date", or (b) any check tendered to Facility as payment of any rent payment is dishonored by the drawee bank on which written, and at least ten days has elapsed from the Rent Due Date for such payment, You agree to pay Facility a late-payment fee for each such late Monthly Rent payment, as follows:

<u>If Monthly Rental Rate Actually Charged For The Unit Is:</u>	<u>The Late-Payment Fee Is:</u>
\$60.00, or less	\$10.00
Greater than \$60.00, but less than \$100.00	\$15.00
\$100.00, or more	\$20.00, or 15% of the monthly rent, whichever is the greater

Payment of Delinquent Rent/Other Charges. After a Preliminary Lien Notice has been sent to You, Facility has the right to refuse any payment of rent, late-payment fees, and/or other charges and fees provided for in this Agreement, not tendered in cash, money order or bank certified or cashier's check, and has the right to refuse any partial payment of rent, late-payment fees, and other charges; *provided, however*, that pursuant to *California Code of Civil Procedure* §1161.1(c), Facility's acceptance, at any time, of any partial payment of rent, late-payment fees and/or other charges whether before or after providing You with a Preliminary Lien Notice, a Notice of Lien Sale, or after serving You with a Notice to Pay or Quit, as may apply, shall not constitute a waiver of any of Facility's rights, remedies or defenses provided in this Agreement and/or under California law but, instead, shall serve only as evidence of that payment only. In the event Facility accepts any such partial payment from You at any time, You hereby agree that You shall never rely on the fact of such acceptance by Owner to advance "estoppel" or "waiver", or any similar legal principle as a legal argument, and You hereby forever waive any such arguments.

Application of Payments. Facility shall be entitled to apply any payment made on Your account, whether by You or any other person on Your behalf, in any manner, and in any amounts as Facility may, in its sole discretion, determine. If Your account is delinquent in any amounts, Facility may disregard any instruction by You, or by any other person on Your behalf, as to how any such payment shall be applied to Your account.

Dishonored Check. In the event any check written by You is dishonored by Your bank, in addition to the amount stated in the box herein above as a service fee to Facility, You also agree to pay any and all charges incurred by Facility to Facility's bank as a consequence thereof.

Facility May Change Terms. Facility may, at any time, in its sole discretion, change any of these Terms of Tenancy, or any of the dollar figures set forth on the first page of this Agreement, by mailing written notice to You at the address last-given by You in writing, at least ten (10) days prior to expiration of any period of tenancy created by this Agreement. In the event You do not consent to such change, Your sole remedy is to terminate the tenancy created by this Agreement, by giving proper notice to Owner, and to timely vacate The Unit, and Your failure to do so within ten (10) days following the date on which notice of such change was given to You shall constitute a conclusive presumption that You consent to such change.

2. STATUTORY LIEN: You are hereby notified of Section 21702 of the Self-Storage Act which provides: "The owner of a self-service storage facility and his or her heirs, executors, administrators, successors, and assigns have a lien upon all Your Property located at a self-service storage facility for rent, labor, late payment fees, or other charges, present or future, incurred pursuant to the rental agreement and for expenses necessary for preservation, sale, or disposition of Your Property subject to the provisions of this chapter [Chapter 10]. The lien may be enforced consistent with the provisions in this chapter." Therefore, You agree that even after Owner asserts Owner's rights under § 21705 of the Self-Storage Act by denying You access to, and over-locking, the Storage Unit, and whether or not Owner either leaves Your Property in the Storage Unit or removes Your Property from the Storage Unit to another place for safekeeping, Owner shall have such a lien upon all Your Property located at Owner's Facility for the rent, labor, late payment fees, and other charges which shall continue to accrue against Your account, and that You will pay all such charges so long as any of Your Property is located at Owner's Facility or re-located elsewhere for safekeeping by Owner.

3. ITEMS STORED: You agree that Facility is not aware of, and is not to be concerned with, the ownership, nature, type, quality, or value of any of Your Property stored in The Unit, that The Unit is not artificially heated or air-conditioned, may be subjected to very high temperatures in warm weather, and is not suitable for the storage of irreplaceable, sentimental, or uniquely-valuable or intrinsically-precious items of property, such as photographs, family heirlooms, keepsakes, art, jewelry, manuscripts, books, records or other unique types of Your Property which may have great value, or which may be damaged by moisture, intense heat, dust, or darkness, rodents or pests.

4. PROHIBITED ITEMS: Hereinafter the phrase "Facility's Premises" shall mean the self-storage facility, structures, buildings, land and all other improvements thereon. You are strictly prohibited from doing, and from permitting any other person from doing, any of the following acts or conduct in, on or about Facility's Premises: (a) storing any food items, perishable goods, or animals (alive or dead); (b) storing, handling or using any unlawful or illegal drug, unlawful or illegal drug paraphernalia, or any chemical used in the manufacture or processing of any unlawful or illegal drug; (c) storing, handling or using any material, chemical, waste or substance which is dangerous, flammable, or noxious, or which is otherwise classified as "hazardous", "toxic" or "corrosive", as defined under any federal, state, county or local law, rule, ordinance or regulation; (d) storing any type of consumable alcohol; (e) engaging in any activity or conduct which produces, manufactures or processes any unlawful or illegal drug, material, waste or substance; (f) storing anything which otherwise would result in the violation of any law, statute, rule, regulation or ordinance of any governmental authority, and You shall comply therewith concerning use of The Unit; (g) any act which creates a public or private nuisance on Facility's Premises; or (h) storing any motor vehicle, vessel, boat, trailer or aircraft without first obtaining the written consent of Facility. Any item found in, or on, The Unit in violation of the preceding may be treated by Facility as placed on Facility's Premises without Facility's permission and as having no resale value whatsoever, as either "abandoned" by You or "trespassing" on Facility's Premises, and Facility may remove the same, together with the contents thereof and thereon, from The Unit and from Facility's Premises by any method Facility may choose including, but not limited to, disposing or discarding of such items, towing away by commercial towage operator, and any motor vehicle, vessel, boat, trailer or aircraft, and the contents thereof and thereon, may be sold, transferred, discarded, or otherwise disposed of, by any means and procedure consistent with the provisions of California state and local laws without any liability arising to Facility whatsoever, and the entire expense to Facility of removal, disposal and/or sale/disposal of such items, including motor vehicle, vessel, boat, trailer or aircraft, and the contents thereof and thereon, shall be added to Your Storage Unit account as additional rent owed by You and shall be immediately payable by You to Facility.

5. LIMITATION OF VALUE: You agree that in no event shall the total aggregate value of all Your Property stored in The Unit at any time be deemed to exceed \$5,000.00 unless Facility has given advance written permission for You to store Your Property exceeding such value, and that if You do store Your Property the total value of which exceeds said value, without Facility's prior written permission, any claim You make against Facility for loss or damage to Your Property shall be limited to \$5,000.00 maximum. The provisions of this Paragraph do not alter the releases of Facility's liability set forth in Paragraphs and herein below, and do not constitute any admission that Your stored property has any value whatsoever.

6. WAIVER AND RELEASE OF FACILITY'S LIABILITY FOR PROPERTY LOSS/DAMAGE: As a further consideration for the exclusive use and occupancy by You of The Unit, and entry on, or into, Facility's Premises to access The Unit, You agree that all Your Property stored by You, or by anyone acting for You, in, or on, The Unit, or left by You, or anyone acting for You, outside The Unit or anywhere upon Facility's Premises, shall be at Your sole risk, and that neither Facility nor any agent or employee of Facility shall be liable for, and You fully and completely release and discharge them from, any and all loss of, or damage to, Your Property, by whatever reason or cause, or to any other person's real or personal property, arising from any cause whatsoever including, but not limited to, theft, burglary, vandalism, mysterious or unexplained disappearance, loss or damage, fire, water, wind, chemicals, damage caused by conditions in, or material located in, or on, The Unit, or any other storage unit on Facility's Premises, rodents, Acts of God, or the active or passive acts, omissions, or negligence of Facility or Facility's agents or employees, and You waive all such liability as might otherwise arise of Facility, its agents and/or employees, but for this paragraph. You further agree to fully and completely release and indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring,

hereafter made, or brought, as a result of, or arising out of, Your occupancy, access to, or use of, The Unit, and entry onto Facility's Premises by You, or by any other person invited, or allowed, by You to enter onto Facility's Premises. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility in its sole discretion, to represent and/or defend Facility, including to pay any advance fee, retainer, or deposit requested by such attorneys. You agree that this Release of Facility's liability is a material condition of Facility's entering into this Agreement, and that were Facility not released from liability as set forth in this paragraph, Facility would not have entered into this Agreement.

7. WAIVER AND RELEASE OF FACILITY'S LIABILITY FOR BODILY OR PERSONAL INJURY, SUFFERING, OR DEATH: As a further consideration for the exclusive use and occupancy by You of The Unit, and entry on, or into, Facility's Premises to access The Unit, You agree that neither Facility nor any of Facility's agents or employees shall be liable to You or any other person for, and You fully and completely release and discharge them from any and all liability for, any physical, bodily, emotional or mental personal injury, suffering or death sustained by You or by any other person while in, on or about Facility's Premises including, but not by way of limitation, The Unit, and arising from any cause whatsoever including, but not limited to, any active or passive acts or omissions, or negligence, of Facility, or of any of Facility's agents or employees, and You waive all such liability as might otherwise arise of Facility, its agents and/or employees, but for this paragraph. You agree to fully and completely indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring, hereafter made, or brought, by any person for bodily or personal injury, suffering or death as a result of, or arising out of, Your occupation, access to, or use of, The Unit, and entry onto Facility's Premises by You, or by any other person invited, or allowed, by You to enter onto Facility's Premises. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility in its sole discretion, to represent and/or defend Facility, including to pay any advance fee, retainer, or deposit requested by such attorneys. You agree that this Release of Facility's liability is a material condition of Facility's entering into this Agreement, and that were Facility not released from liability as set forth in this paragraph, Facility would not have entered into this Agreement.

8. INSURANCE: Facility does not provide insurance covering any property stored by You. Throughout Your occupancy of The Unit and at Your own expense, You agree to maintain one or more policies of insurance providing insurance coverage and endorsements for fire, extended coverage, burglary, theft, vandalism and malicious mischief for no less than the full reasonable market value of all property stored in The Unit, and liability insurance for liability to any third person who might sustain bodily or personal injury, suffering or death, or who might suffer loss or damage as a result of activities, or omissions, by You, or by any person invited or allowed by You, on Facility's premises, or as a result of the storage by You of property in The Unit, in limits sufficient to cover any such injury, loss, damage, death or other liability. Such insurance coverage by You is a material condition of Facility entering into this Agreement and is for the benefit of both You and Facility. You agree that Your failure to maintain such required insurance shall constitute a material breach of this Agreement, entitling Facility to all legal benefits as that may imply, and that You assume all risk of loss or damage to property stored in The Unit that would be covered by such insurance, and that You assume all risk of injury or death to other persons, and loss or damages to property as a result of activities, or omissions, by You, or by any person invited or allowed by You, on Facility's Premises, and storage of property in The Unit. You agree that no carrier or sub-carrier of such insurance shall be subrogated to any claim by You against Facility, or Facility's agents, employees, representatives or managers and You agree to fully and completely indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations as may hereafter be made or brought by any such insurance carrier, or any assignee thereof, against Facility by reason of any claim or action based, in whole or in part, upon such subrogation. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility in its sole discretion, to represent and/or defend Facility, including to pay any advance fee, retainer, or deposit requested by such attorneys. Within five business days of signing this Agreement, and in any event before placing any property in The Unit, You shall continuously provide Facility with a Certificate of Insurance coverage evidencing such insurance coverage as set forth in this paragraph; *provided, however*, that Facility's failure to demand or follow-up to obtain such evidence of insurance from You shall not constitute any waiver by, or estoppel of, Facility as to such rights of Facility. Facility and Facility's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy. In the event You seek Facility's advance written consent to store property deemed of value in excess of \$5,000.00, as a condition of such consent, if granted, You will be required to obtain insurance coverage for the full replacement value of Your stored property, and to provide Facility with a Certificate of Insurance naming Facility as an "Additional Insured" in such policy and evidencing such full replacement value of said property.

9. THE STORAGE UNIT: By signing this Agreement You acknowledge that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to You as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Unit, and You acknowledge and agree to the following: (a) that, prior to signing, You were given the opportunity to measure the dimensions of the Unit; (b) that You are satisfied therewith, whether or not You measured the Unit; (c) that the rent for the Unit is not based on the exact size or dimensions or the square footage or cubic footage of the Unit, and You accept the Unit "as is" and as adequate in size for Your needs, regardless of its actual size or dimensions; (d) that You agree to pay the rent stated herein regardless of the actual size or dimensions of the Unit; (e) that You hereby waive any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Unit, and the size, or dimensions, thereof as You believed existed at the time You signed this Agreement; and (f) that You hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which You otherwise would have had the right to obtain but for Your having agreed to the provisions of this Paragraph and the Waiver and Release contained herein. In confirmation of such Release, You acknowledge that, as the Releasor, You are aware of, and hereby expressly waive, all rights under Section 1542 of the *Civil Code* of the state of California., which reads as follows: **§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

10. USE OF THE UNIT: All property stored by You must be stored within The Unit, and any property located outside of The Unit may be treated by Facility as abandoned, and may be destroyed, discarded, or otherwise disposed of in any way Facility sees fit. You may not place in, or on, The Unit, or allow any other person to do so, any personal property owned by any person other than by You. You acknowledge and agree that The Unit is for storage use only, and that unless, and until, a lien arises in favor of Facility, if at all, You have exclusive control of The Unit during the term of the tenancy created by this Agreement, and that You may not assign, lease, sublease or sublet The Unit, or any portion thereof, or any of Your rights under this Agreement, to any other person or entity, without the prior written consent of Facility. You may not use the electric light fixture or any electrical circuit, if provided, for any purposes other than to receive a light bulb for illumination of The Unit, which bulb You shall provide, and under no circumstances may the electric outlet or any electrical circuit be used by You for operation of any engine, motor, appliance, equipment or any device other than as a lighting outlet. If The Unit is left unlocked and vacant for a period of 24 hours, Facility may treat The Unit as having been vacated and abandoned by You, without any notice thereof by Facility.

11. CONDITION OF UNIT AND SECURITY: You acknowledge and agree that no representation has been made by Facility or Facility's agent as to safety, security or other special suitability of The Unit for the storage of Your property, and that You have made Your own determination of such matters solely from Your own inspection of The Unit and facility, and that You accept it as of today's date as being clean and in good order, condition and repair, and satisfactory to You, including safe and secure for all items You intend to place in, or on, The Unit, will keep it that way, and will immediately notify Facility of any defect in The Unit; however, this shall not be construed as a warranty that the facility and The Unit will be kept safe and secure in the future. You acknowledge that The Unit is not secure against the hazards of rodents, insects, fire, burglary, or the elements of weather or earthquake, and agree that Facility has no duty or responsibility to make The Unit safe and secure from such hazards. You further agree that only limited security fencing and gates are in place, and that such measures do not guarantee security from burglary of The Unit, or robbery of persons on, or in, Facility's Premises, and You assume the risk that such may occur from the moment You enter Facility's Premises to the moment You exit Facility's Premises. You agree to be solely responsible for providing such locks as You desire for securing The Unit. In the event such locks or security devices are rendered ineffectual for their intended purpose, from any cause, or The Unit is rendered insecure in any manner, Facility may, at its sole option, take whatever measures it deems reasonably necessary to re-secure access to The Unit. However, Facility is not responsible for taking any measures whatsoever, and shall have no duty to notify You that access to The Unit has become insecure. The fact that Facility has taken measures to re-secure access to The Unit under this paragraph shall not alter any of the provisions of this Agreement. You further agree that Facility shall not be liable for any loss or damage suffered by You as a result of any items of property found missing from The Unit unless You affirmatively demonstrate that Facility took the missing items by theft. Facility shall not be liable for theft of any items by Facility's employee's, managers, agents or independent contractors.

12. NO ALTERATIONS: You may not make any alterations to The Unit, and may not attach anything to, or make any holes in or alter, any wall, the ceiling, floor or door of The Unit. You shall not commit, or allow to be committed, any damage or waste in, or on, The Unit, or any nuisance or other act or thing interfering with the orderly operation or normal appearance of The Unit, or the use and enjoyment by other occupants of their storage units. Upon the termination of the tenancy created by this Agreement You shall return The Unit to Facility in the same condition as it was upon commencement of Your occupancy. Any damage which occurs to The Unit during Your occupancy, whether or not directly caused by You, may be repaired by Facility. You shall reimburse Facility for such expense within 15 days of being invoiced therefore, failing which such expense shall immediately be added to Your Account with Facility.

13. ENTIRE AGREEMENT: This written Agreement contains the entire, integrated agreement between Facility and You. No oral agreements, promises or representations made by either party prior to, or contemporaneously with, execution of this Agreement shall be of any force or effect whatsoever. You acknowledge and agree that neither Facility nor any agent or representative of Facility, including, but not limited to, the Manager, has made any representation, promise, or warranty to You, or agreement with You, which is not fully set forth in this Agreement, or a written addendum to this Agreement, executed by Facility or Facility's agent. You acknowledge that in entering into this Agreement You are not relying upon any oral statements, promises or representations made by any person which is not fully set forth in this Agreement, or any addenda to this Agreement, and executed by Facility, and agree that You did not, and shall not, rely upon any oral statement, promise or representation as may be made by Facility, or by any person on Facility's behalf, after execution of this Agreement purporting to modify, add to, delete from, or rescind, this Agreement, or any part hereof.

14. FACILITY'S RULES, REGULATIONS AND ACCESS TO STORAGE UNIT AND FACILITY'S PREMISES: Facility shall have the right, at any time it so chooses, to establish any policies, rules and regulations, and to change, add to, or delete therefrom at any time, in Facility's sole discretion, without any notice to You, for the proper health, safety, care, and cleanliness of The Unit, and/or the Facility in which The Unit is located, or for the preservation of good order and administration of the facility. You agree to comply with all of Facility's Rules and Regulations as are now in effect, and as hereafter may, from time to time, be modified, added or deleted. Your right of access to The Unit, and to Facility's Premises, may be conditioned in any manner adjudged by Facility, in its sole discretion, to be reasonably necessary to maintain order on Facility's Premises. Such measures may include, but are not limited to (a) requiring verification of identity as a condition of entry on, or in, Facility's Premises, (b) requiring sign-in upon entering, and sign-out upon leaving, Facility's Premises, (c) establishing, limiting or changing hours of operation of Facility, and (d) otherwise reasonably conditioning or limiting access to Facility's Premises; *provided, however*, that the failure of Facility to comply with any of Facility's own rules or regulations shall not be ground for liability of Facility to You for any injury, loss or damage You might suffer. Nothing contained in this paragraph, or anywhere else in this Agreement, shall be construed as imposing on Facility any duty or responsibility to take any measures whatsoever to protect You, or any guest or invitee of You, from bodily harm or personal injury, suffering, or death, from any person or thing, or as imposing any liability upon Facility therefore. Facility shall make no effort, and shall have no obligation, to prevent any person from entering Your Unit who has the access code to Facility's Premises, and ready access to Your Unit through any locking device placed thereon.

15. ACCESS TO STORAGE UNIT BY FACILITY AND OTHERS: You hereby grant Facility, and its agents and employees, and representatives of any governmental authority to access The Unit, without prior notice, whenever, in Facility's sole judgment such entry is necessary for any of the following reasons: (a) to inspect The Unit whenever Facility, or any such governmental agency including, without limitation, police, fire, medical, and hazardous, toxic or illegal materials, substances or activities inspectors, believes that any hazardous, illegal, dangerous, or nuisance condition or activity may be occurring within, or originating from, The Unit; or (b) to inspect for, or address, an emergency involving any threat to the life or property of any individual or entity; or (c) to conduct repairs or maintenance therein or to Facility's Premises; or (d) to preserve or protect life, property, The Unit, or any part of the facility in which The Unit is located, or Facility's Premises; or (e) to comply with applicable laws; or (f) to enforce any of Facility's rights under this Agreement or otherwise under the law. If The Unit is rented in the name of a legal entity or a fictitious name, and not an individual, the entity shall have primary responsibility as to who enters The Unit in that any person who has access to enter The Unit and has the access code to enter Facility's Premises shall be assumed to be authorized by the entity to access The Unit, to remove therefrom, and/or to store therein, any personal property items.

16. TERMINATION: The tenancy created by this Agreement may be terminated by either party giving to the other party at least **seven (7) days** written notice of such termination. Upon vacation of The Unit You shall leave The Unit in good condition and repair, and in condition as good as when You took possession of The Unit. You shall be responsible to reimburse Facility immediately for all damage caused to The Unit by You, Your employees, agents, representatives, invitees, guests or authorized entrants. Facility's right and remedy of termination of Your tenancy is cumulative of, and in addition to, any and all other rights and remedies Facility may have at law, in equity, and under the terms of this Agreement due to Your breach of this Agreement. In the event You notify Facility of Your termination of this tenancy, You agree that any property remaining in, or outside, The Unit after the vacation date may be treated by Facility as property abandoned by You to Facility, and that, notwithstanding any laws to the contrary, which laws You expressly waive, after such date Facility shall automatically become the sole owner of such property, shall have the legal right to dispose of such property by whatever means Facility decides, and to retain the proceeds of any sale of such property without any duty to account to You for such proceeds. Upon termination of this Agreement or termination of the tenancy created by it, You will neither be provided any refund of any monies already paid nor any credit to your account therefore either.

17. INDEMNITY: In the event any claim, demand, action, or cause of action is made by any person against Facility for any type of recovery or relief whatsoever as a result of any breach by You of any provision of this Agreement, or of any assertion that You, or any other person You have allowed to enter Facility's Premises, committed any act, or omission, in addition to all other rights and remedies as may be available to Facility, You hereby agree to fully and completely indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any such claim, demand, action, and cause of action, however occurring, against Facility, and to reimburse Facility for all costs and expenses including, without limitation, fines, penalties and clean-up expenses incurred by Facility as a result thereof. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility, to represent and defend Facility, including the duty to pay any monies in advance as may be requested by such attorneys. Your obligations of indemnity specifically include any and all costs, expenses, fines and/or penalties as may be imposed upon, or incurred by, Facility arising out of any violation by You, or by any agent, employee, invitee or guest of You, of any of the prohibited uses and activities enumerated in this Agreement.

18. SUCCESSION: All provisions of this Agreement bind the estate, heirs, executors, administrators, representatives, beneficiaries and successors of the parties hereto.

19. CONSTRUCTION: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if any provision of this Agreement is held to be unenforceable, invalid or prohibited under such applicable law, for any reason, in any particular circumstances, the parties agree that such provision shall be ineffective or unenforceable only to the extent of such prohibition or invalidity without affecting the validity of the remainder of this Agreement, or the remaining provisions of this Agreement, and that such offending provision shall, nevertheless, remain enforceable in other, different circumstances.

20. ATTORNEYS FEES: In any civil action commenced to enforce or obtain a judgment for money against You under this Agreement, or to foreclose Your right to redeem Your Property from any statutory lien as may arise under the Self- Storage Act, the "prevailing party" therein shall be entitled to recover their attorneys' fees from the non-prevailing party; *provided, however*, that the foregoing sentence shall not apply to any claim by You for affirmative relief against Facility not made under this Agreement (*ie.* non-contractual tort or any statutory claim not made under the Self-Storage Act) such as, by way of example purposes only, any tortious or other claim, demand, action or cause of action for the wrongful sale or disposition of Your property, conversion, emotional distress, physical or bodily injury, or loss of use of Your property. In any such non-contractual claim the prevailing party shall not be entitled to recover their attorneys' fees.

21. NOTICES: All notices required by law to be given by Facility to You, and to the Additional Person identified herein above, if applicable, or by this Agreement, shall be sent to You, and to such Additional Person, if applicable, to the addresses given by You herein above, or to any other address for You, or such Additional Person, if applicable, as provided by You in writing to Facility after the Transaction Date and before any such notice is mailed. In the event that either Your address, or the Additional Person's address, if applicable, as given herein above, changes, such change shall not be binding upon Facility unless, and until, You have given Facility written notification of such change, and Facility has acknowledged receipt of such change in writing. No change of Additional Person's address will be binding on Facility if given by Additional Person. In other words, You acknowledge and understand that in the event Your mailing address changes from the one given herein above, and You fail to notify Facility in writing of such change prior to a legal notice being mailed to You at such address, You may not actually receive such notice, yet may be held to have legally been notified of the contents of such legal notice. If such event occurs Your property in The Unit could be sold by Facility without You ever having received Notice that such sale would occur. Notices by You to Facility must be signed by You. Notice by Facility to You need not be signed by any person. You agree that the above-stated address provided by You, or any other address of which You notify Facility, in writing, by a Notice in compliance with the foregoing noticing procedure, shall be conclusively presumed to be Your correct, and current, mailing address last-known to Facility, and that Facility's mailing addressed to You, by United States certified mail, with or without a Postal Return Receipt Requested, by regular United States first-class mail, or by any other method allowed by California law, to such last-known address of any Notice required to be given to You under any provision of the Self-Storage Act, or of any civil Process, shall be deemed full compliance with the noticing procedure of this paragraph or the procedures of the Self-Storage Act, whether or not such Notice or Process is ever, in fact, received by You, or is returned to Facility by the United States Postal Service undelivered to You, or refused or unclaimed by You. The same procedure shall apply to the address provided herein above by You for an Additional Person to receive legal Notices for You. Service of any such Notice or Process shall be deemed "given" to, or "served" on, You upon being deposited into any receptacle for United States mail, whether or not postmarked by the U.S. Postal Service that day. Facility may ignore any ostensible "forwarding" address for You which the United States Postal Service affixes to any envelope containing any Notice or Process mailed to You.

22. BINDING ARBITRATION OF OCCUPANT CLAIMS/LIMITATION OF ACTIONS: Any claim, demand, action or cause of action founded other than on this Agreement (*ie.* any non-contractual claim) such as, by way of example purposes only, any tortious, statutory or other claim, demand, action or cause of action for the wrongful sale or disposition of Your property, conversion, emotional distress, any type of claim for negligence, or loss of use of Your property, may only be commenced and maintained by You against Facility, and/or Facility's employees, agents, and officers in an arbitration proceeding under the rules of the American Arbitration Association applicable to Commercial disputes at a location of Facility's choosing within the county in which Facility is located, and attorneys' fees shall not be recoverable by the "prevailing party" in any such proceeding. The decision therein shall be binding on both parties, and shall not be reviewable by any tribunal. Any such claim, demand, action or cause of action commenced by You against Facility, and/or Facility's employees, agents, and officers, shall be forever legally barred unless commenced by You on, or before, the three hundred sixty-fifth (365th) day following the date on which the act, conduct, or omission to act occurred that gave rise to such claim, demand, action or cause of action.

23. MUTUAL WAIVER OF JURY TRIAL: Each party waives the right to a trial by jury of any claim, demand, action or cause of action brought by one party against the other party arising out of, or in any way connected with, this Agreement, Your use of The Unit or Your Property stored therein, Your presence, or the presence of any invitee of You, on the Premise of Facility, Facility's disposition of Your Property stored in The Unit.

24. ACCESSIBILITY; AMERICANS WITH DISABILITIES ACT: The Premises has undergone an inspection by a Certified Access Specialist (CAsp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.