

## Rental Agreement

This Agreement, made and entered into this \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Owner", and \_\_\_\_\_, hereinafter called "Renter", whose last known address is \_\_\_\_\_. For the consideration hereinafter stated, Owner agrees to let Renter use and occupy a Rented Space in the self-service storage facility, known as \_\_\_\_\_, situated in the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as the "Facility", and more particularly described as follows: Rented Space # \_\_\_\_\_, hereinafter referred to as the "Rented Space".

**1. TERM:** The term of this Rental Agreement shall begin on date listed above, which day of the month shall be referred to as the "Renewal Date." This Agreement shall continue on a month-to-month basis, until terminated, as described below.

**2. RENT:** Rent in the sum of \_\_\_\_\_ and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, dumpster charges, damages to the Rented Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner in advance, without demand or notice on the Renewal Date of each month which is the \_\_\_\_\_ of the month during the term of this Rental Agreement. The initial prepaid period is defined as the ("Initial Term"). All extensions and renewals thereafter shall be the ("Term"). If Renter vacates on a day other than the day before the Renewal Date, Renter shall not be entitled to a refund of a pro rata portion of the Rent for the month in which the termination occurs. The Monthly Rent and/or other fees as noted in Provision 4 may be changed at any time by the Owner by giving the Renter, at the address provided below, thirty (30) days written notice prior to the Renewal Date in which the Rent charge or other charge becomes effective. Any adjustment in the Rent shall not affect the terms of this Rental Agreement and all other terms and conditions remain in full force and effect. Renter agrees to pay Rent: in person at the Office Address – cash is not accepted; by the Facility payment drop box "Drop Slot", if available at the Facility; via Owner's automated rental terminal "Kiosk"; by mail to the Office Address listed above; or with a credit/debit card which may be used in the following ways: in person at the Facility's Office Address; by phone call to the Facility; Owner's Kiosk; by mobile application Store Here Self Storage phone application "App"; or by advance written authorization, **Renter shall not pay Rent via the Drop Slot, nor mail cash to the Office Address.** Renter shall not place any Change of Address in the Drop Slot. Any Rent payment made by the website, Kiosk, or App, must be in the full amount due at the time of payment. If less than full payment is made over the website, Kiosk, or App, said payment shall be deemed automatically refused and any sums submitted shall be returned to Renter at Renter's last known address, even if Renter obtains a receipt from the website, Kiosk, or App. Renter shall not fail to pay Rent because Renter does not receive an invoice. All payments received will be applied first to any fees and charges due and owing, then to the oldest outstanding Rent obligation. Owner shall require payments of Rent to be in the form of cash, money order or cashier's check in the event Renter is in Default or has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back, or once Renter is Thirty One (31) or more days late, and Owner refuses all checks if Renter has had two (2) checks returned at any time for any reason. No payments of any kind can be made within Five (5) days of a lien sale unless said payment is made directly in hand, to the Owner, at the Facility, by cash, certified or cashier's check only.

**3. CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES:** By providing credit/debit card or banking information, Renter has authorized Owner to automatically charge Rent to the credit/debit card referenced (which is owned by the Renter or upon which Renter has authority to charge) from the account provided in this Rental Agreement or Addendum, on the Renewal Date of each month or as soon as reasonably practicable thereafter for each renewal of the Term. This authorization shall continue and include any increases in Rent and other charges assessed to the Renter. The authorization to charge Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. No credit/debit card payments are accepted under any circumstance once Renter is Thirty-One (31) days late. It is Renter's responsibility to notify Owner of any new or updated bank account information or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Renter shall be charged late fees and other Default charges if the credit/debit card payment is not approved by Renter's bank/credit/debit card provider.

**4. FEES AND DEPOSITS:**

(a) Concurrently with the execution of this Rental Agreement, Renter shall pay to Owner \$32.00 as a nonrefundable new account fee. This fee includes one month of Renter contents insurance for \$3,000.00 worth of coverage. After this first month, Renter will be charged monthly for Renter contents insurance in the amount of \$12.00 unless Renter provides to Owner written proof of insurance (See Provision 7(c)).

(b) All Rent shall be paid in advance of the Renewal Date. If any Rent is not paid by the Fourth calendar day after the Renewal Date, or if any check in payment is dishonored by the financial institution on which it is drawn, Renter shall be deemed to be in Default. The Renter's failure to perform any of Renter's obligations under the terms and conditions of this Agreement or the Renter's breach of the peace shall also constitute a Default hereunder. Upon Default, the Renter shall pay, in addition to any other amounts due, a Late Fee of \$20.00. The Owner may also deny the Renter access to the Personal Property located in the self-storage Facility. This may include Owner placing a different lock on the Rented Space over which only the Owner and Owner's agents have control.

(c) It is expressly agreed that Owner does not mail monthly invoices. Renter may request monthly mailed invoices. If so requested, a Five Dollar (\$5.00) service charge shall be included in each invoice for a mailed invoice. Invoices can be emailed at no charge. Renter shall not fail to pay Rent because Renter does not receive an invoice via email.

(d) Renter is in Default if Rent is not paid by the Renewal Date of each month, and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Renter is in Default, the following fees shall be charged:

Default Fees

Late Fee (on the 4 <sup>th</sup> day after Rent is due)	\$20.00
Notice of Lien	\$30.00
Lock Cut/Drill Lock Fee	\$50.00
Advertising Fee	Actual Cost
Sale Fee	\$100.00
Cancellation of Lien Sale after Posting online	\$20.00
Towing of Vehicle Stored in Lieu of Sale	\$200.00

Other Charges & Fees

NSF/Returned Check Fee	\$30.00 + Applicable late fees
Credit/debit Card declined or disputed	\$35.00
Cleaning Fee (1 hour minimum)	\$50.00 per person, per hour + disposal fees
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the \_\_\_\_\_ is used, not the postmark date. All payments of Rent are considered received on the first business day (before 5:00 PM) when physically received, not when the Rent payment is processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid when due the Renter shall be considered to be in Default and Owner may begin enforcement of Owner's lien against Renter's Personal Property as permitted by law. Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Owner, Owner's collection of any amount owed by the Renter, including outside collection agency fees and costs, or the exercise of any remedy by Owner upon a Default by Renter, (including the sale or other disposition of Renter's Personal Property) as permitted under this Rental Agreement or by law.

**5. USE AND COMPLIANCE WITH LAW:** The Rented Space named herein is to be used by Renter solely for the purpose of storing any Personal Property belonging to Renter. Renter agrees that the Facility and Rented Space will not be used for any unlawful purposes and Renter agrees not to commit waste, nor alter, nor affix signs on the Rented Space, and to keep the Rented Space in good condition during the Term of this Agreement. The Rented Space shall be used and occupied only for the storing of Personal Property owned by Renter. Renter shall not store antiques, artworks, heirlooms, collectibles, or any Personal Property having special or sentimental value to Renter. The Rented Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Renter shall not store cash, cash equivalencies, and negotiable instruments or any other items that can be converted to money. Renter waives any claim for emotional or sentimental attachment to Renter's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Renter shall not make any additions or modification to the Rented Space and shall not drill into or attach anything to the walls, floor or ceiling of the Rented Space. Firearms and ammunition are prohibited in the Rented Space or at the Facility. Contraband is prohibited in the Rented Space or at the Facility. Marijuana may not be used, stored or grown, even if there is a prescription or permit to use or grow marijuana. No storage or consumption of alcohol in the Rented Space at the Facility. No storage or consumption of alcohol in the Rented Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Rented Space. The Rented Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Rented Space, for an audience, or any other activity that is not related to storage of Personal Property. Renter shall not use the Rented Space for the operation of any commercial, industrial, manufacturing or distribution

business. Renter shall not use the Rented Space for the use or storage of any food (without Owner's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items that would damage the Rented Space; items which emit a foul odor when exposed to moisture or are damaged by moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Renter shall not engage in any activity in the Rented Space which produces or releases such prohibited materials. Renter shall not use the Rented Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Rented Space and in such case Renter shall store the Personal Property with less than 1/8 tank of fuel in the tank and a drip pan or absorbent pad designed to absorb petroleum products under said item to retain any leaking fluids. No propane or empty propane canisters may be stored in the Rented Space. No fuel canisters shall be stored in the Rented Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Rented Space.** Renter shall not live or sleep in the Rented Space or Facility, nor shall animals be permitted to be stored in the Rented Space or Facility. Renter shall not use the Rented Space or Facility for the purpose of establishing or assigning a legal address in order to obtain an occupation license or other governmental permit, or business license, nor as a legal address for residential purposes.

Renter shall not use or allow the Rented Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

**6. LIMITATION OF VALUE: Renter agrees that in no event shall the total value of all property stored be deemed to exceed \$3,000.00 the "Value Limit" unless Owner has given permission in writing for Renter to store property exceeding the Value Limit and Renter has provided proof of insurance to Owner to cover the value of the stored property. Renter agrees that the maximum value for any claim or suit by Renter, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a Rented Space is the Value Limit. Nothing in this section shall be deemed to create any liability on the part of Owner to Renter for any loss or damage to Renter's property, regardless of cause.**

**7. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF RENTER:**

**a) ALL PERSONAL PROPERTY IS STORED BY RENTER AT RENTER'S SOLE RISK. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE RENTER'S STORED PERSONAL PROPERTY.** Owner, Owner's agents, and employees shall not be liable to and are released by Renter and Renter's invitees, family, employees, agents or servants for any Personal Property damage or loss from any cause, including, but not exclusively, theft, vandalism, fire, smoke, water, mold, mildew, earthquake, explosion, act of God, vermin, mysterious disappearance, burglary or theft, the active or passive acts or omissions or negligence of Owner or Owner's agents or any other cause whatsoever.

**b) PERSONAL INJURY.** Renter further releases Owner, Owner's employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's family or invitees arising out of Renters use of the Rented Space and Facility.

**c) OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT RENTER MAY HAVE OR CLAIM BY RENTING THE RENTED SPACE OR BEING ON OR ABOUT THE FACILITY, AND THEREFORE RENTER MUST OBTAIN ANY INSURANCE DESIRED AT RENTER'S OWN EXPENSE.** Renter agrees, at Renter's sole expense, to maintain insurance on all Personal Property stored in the Rented Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism, and malicious mischief. Renter shall provide Owner with proof of a policy meeting these criteria or Renter shall be enrolled in an insurance plan selected by Owner at the Three Thousand Dollar (\$3,000) level of coverage and the premium shall be paid with Rent. A Three Thousand (\$3,000.00) Dollar policy is included for the first month as part of a new account fee, this coverage cannot be cancelled by Renter during the Initial Term. Higher level monthly limits of insurance offered by Owner are available upon request. Renter may terminate the policy sold through the Facility by obtaining a policy meeting the Owner's requirements and providing a copy to Owner. Renter has the right to opt-out or cancel the Personal Property Insurance at any time upon the delivery of proof of other sufficient insurance on the Personal Property. However, after the Initial Term the opt-out will

apply at the end of each Term. Renter's failure to provide or maintain such insurance shall represent an event of Default and is grounds for immediate termination of the Renter's right of tenancy and further shall mean that Renter shall assume all risk of loss or damage to Personal Property while stored in the Rented Space. Owner does not carry any insurance which would protect Renter's Personal Property from loss or damage, even if Owner failed to enroll Renter in a contents policy. While information may be made available to Renter with respect to insurance, Renter understands and agrees that Owner and Owner's agents are not insurance agents or brokers and do not assist and have not assisted Renter in the explanation of coverage or possible lack of coverage or in the making of claims under any insurance plan, and have made no representations except as set forth in this Rental Agreement. Further, Owner to the extent Renter has provided proof of Renter's own insurance coverage and Owner's onsite employees have not reviewed this coverage and do not warrant that this coverage will be sufficient in the event of a loss, Renter is encouraged to speak to Renter's own agent to be certain that Renter's insurance will provide adequate coverage for property stored at a self service storage Facility.

d) **SECURITY TYPE SYSTEMS:** Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from Renter's obligation of insuring Renter's Personal Property. These Security Type Systems may include lighting, coded access gate, door alarms, fences, fence wires, sprinkler systems, and cameras - (Check with the Facility Manager for the systems available at this Facility). Renter acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Rented Space. Video cameras, if any, may not be recorded or may not be recorded at all times and any alarms are not monitored. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Personal Property or the Renter, Renter's guests, or invitees when using the Rented Space or Facility.

Renter understands that this Release of Owner's liability, including the value limitations and limitation of Owner's negligence and liability, are bargained for conditions of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released and indemnified from the liability as set forth in Provisions 12 and 13 a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

**8. INDEMNIFICATION; SUBROGATION:** Renter agrees to waive, and have Renter's insurer waive, any right of subrogation of any claim of Renter against Owner, Owner's employees, or agents. Renter agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Renter's Personal Property however occurring, or arising out of or related to the use of the Rented Space and Facility by Renter, Renter's invitees, and guests, or to any breach of this Rental Agreement by Renter, Renter's invitees, or guests. Renter shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #8. Renter's obligation to indemnify Owner specifically applies to any violation by Renter of the Owner's environmental conditions and restrictions resulting in damages caused by Renter, Renter's invitees or guests, regardless of any negligence on the part

**9. DEFAULT/OWNER'S LIEN: THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY PRESENT IN THE SELF-SERVICE STORAGE FACILITY FOR: RENT, LABOR, OR OTHER CHARGES THAT ACCRUE IN CONNECTION WITH THE PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT INCLUDING ANY LATE FEE, RENT, COLLECTION COSTS OR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY; AND EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY, INCLUDING ANY LIEN ENFORCEMENT COSTS OR EXPENSES. THIS ACTION IS AUTHORIZED BY THE INDIANA SELF-SERVICE STORAGE FACILITIES ACT INDIANA STATUTE 26-3-8-0.5 ET SEQ.**

**NOTICE: OWNER MAY ENFORCE OWNER'S LIEN BY PUBLIC SALE OR DISPOSAL OF THE PERSONAL PROPERTY IN THE RENTED SPACE IF RENTER IS IN DEFAULT FOR 90 DAYS.**

Owner's lien attaches as of the date the Personal Property is placed in the Rented Space. The exclusive care, custody, and control of any and all Personal Property stored in the Rented Space shall remain vested in Renter. Owner does not become a bailee of Renter's Personal Property by the enforcement of Owner's lien.

If Renter breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights Owner may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Renter does not provide photo ID at rental, Owner may deny access or cancel the Rental Agreement. If Renter fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate automated gate access; (ii) overlock, deactivate, or otherwise place a device to deny Renter's access to the Rented Space, once Renter is in Default, and the placement of Owner's overlock or other deactivation device, along with any written notice sent to Renter, shall serve as constructive notice that Owner has not received Rent from Renter for the current term; (iii) remove Renter's lock and access the Rented Space; however, Rent and other charges shall continue to accrue after overlock, drill out or lock removal until the Rented Space is sold or Renter cures the Default; (iv) inventory and/or take

possession if desired, of the Personal Property located in the Rented Space; (v) sell or dispose of the Personal Property in the Rented Space as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Renter. The act of overlocking/denying access or removing Renter's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Renter is in Default and is overlocked or if the lock is cut or drilled out and replaced with Owner's lock, Owner is not required to remove the overlock or take off Owner's lock (after lock cut) until up to Three (3) business days after payment has been made in full. Owner reserves the right not to remove Owner's replacement lock until Renter is present and replaces the lock with Renter's own new lock, or Owner in Owner's sole discretion can remove Owner's lock leaving the Rented Space unlocked. In any case Owner shall not be liable to Renter for any damages Renter suffers as a result of not being able to get access to the Rented Space after late payment arising from failure to immediately remove Owner's lock or overlock. In the event of Default, Renter forfeits any concessions received and rent for the Rented Space shall automatically increase to the current market rate.

All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

**10. LOCK:** Renter is required to keep the Rented Space locked using a lock deemed by Renter to be suitable for the function of self-service storage. Renter shall provide at Renter's own expense, a lock that Renter, in Renter's sole discretion deems sufficient to secure the Rented Space. On certain Rented Spaces, Renter is required to use a through-the-door cylinder lock, which shall be purchased from Owner's office to secure the Rented Space. The Cylinder lock is not returnable for a refund or deposit at the end of the Term. Otherwise, if a cylinder lock is not required by Owner, then Owner strongly recommends Renter use a disc style lock, which may be purchased at Owner's office. In either instance, the Owner may provide, without charge, the first lock to Renter as part of the Administration Fee. If a disc lock is provided, Renter may use any other disc lock desired, however, Owner shall not be required to provide another lock if the original lock becomes defeated, removed, lost, cut, drilled out or defective. Renter shall lock the Rented Space at all times except when accessing the Rented Space. Owner does not maintain a key to any lock used by Renter. Renter shall not use any hasp for an additional lock, the second hasp, if any, is reserved for Owner's use. Any additional lock on the Rented Space shall be removed and Owner shall charge a Fifty (\$50.00) Dollar lock removal charge. If a lock is removed as a result of a Default by Renter, or if Owner finds an occupied Rented Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed or in Emergency or non-Emergency entry, or for any other reason described in this Rental Agreement, Owner will try to notify Renter, and Owner may, but is not required to, lock the Rented Space with Owner's lock at Renter's expense. If Owner chooses to re-secure the Rented Space, and Renter does not replace the lock, then after Five (5) days, Owner shall put a new lock on the Rented Space and charge Renter's account at prevailing charges, depending on the type of lock. The keys will be mailed to Renter's last known address. If Renter loses Renter's keys, Renter must engage a bonded locksmith to remove Renter's lock. **No Exceptions. All bolt cutters, grinders, drills, etc., are forbidden on the Facility. If Renter requires a lock cut, Renter must hire a locksmith.** If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100.00) Owner may consider the Rented Space abandoned and dispose or sell any or all Personal Property in the Rented Space.

**11. ALTERATIONS, SIGNS AND WASTE:** Renter assumes responsibility for having examined the Rented Space and hereby accepts it as being in good order and condition. Renter shall not make any alterations of the Rented Space or Facility, nor post any sign without the express written consent of the Owner. Renter shall not commit any waste at the Facility. Renter agrees that should Renter cause any damage to the Rented Space or the Facility that Owner shall invoice Renter for said damages which will become Additional Rent and Renter shall pay the invoice provided by the Owner within five (5) days of receipt. The Owner shall have the right, upon nonpayment, to add the amount of said invoice to the Renter's account and if not paid, Owner may auto debit/charge the increased Rent with the next Rent payment due from Renter's credit/debit card or refuse any rent payment from Renter as a partial payment. Renter agrees and understands that Renter's failure to pay said invoice may result in a Default under the Renter's Rental Agreement resulting in the possible foreclosure and sale of the Renter's Personal Property; or Owner may use a collection agency to collect unpaid invoices if Renter has moved out.

**12. RIGHT TO ENTER, INSPECT, AND REPAIR RENTED SPACE/OWNER MAY ENTER:** Owner, Owner's employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Renter's lock and enter the Rented Space, without notice to Renter, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any sudden, unexpected occurrence or circumstance at or near a self-service storage facility that requires immediate action to avoid injury to persons or property at or near the self-service storage Facility. Pursuant to Indiana law 26-3-8-10, A Renter, upon a reasonable request from the Owner, shall allow the Owner {00034884.DOCX} - Indiana

to enter a Rented Space for the purpose of: Inspection; Repair; Alteration; Improvement; or providing other services that are necessary or were agreed to by the Renter. Owner shall further have the right, on a non-Emergency basis, to remove Renter's lock and enter the Rented Space with reasonable notice to Renter to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days notice to Renter of the Work and, if Renter is available, will schedule an appointment with Renter to remove Renter's lock to allow the Work. If Renter is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 10. Renter is notified that Owner complies with all search warrants and subpoenas for Renter information.

**13. EXCLUSION OF ALL WARRANTIES:** The agents and employees of Owner are not authorized to make warranties about the Rented Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Renter and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Rented Space and the Facility, and that Renter accepts such Rented Space and access to the Facility AS IS AND WITH ALL FAULTS.

**14. NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address, or e-mailed to the e-mail address provided by Renter in the Terms and Conditions and shall be conclusively presumed to have been received by Renter Three (3) business days after mailing, or upon emailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Office Mailing Address listed on the first page of this Rental Agreement. Renter is responsible for notifying Owner in writing, **via certified mail return receipt requested to the Mailing Address; or via a nationally recognized overnight carrier with signature confirmation; or via Owner's secure website; via Kiosk, if available; via Mobile App; or in person at the Facility; on a form prescribed by Owner, of any change in Renter's address or of intent to vacate at the end of the Term.**

**15. ASSIGNMENT:** Renter shall not assign or sublease the Rented Space or any portion thereof without written consent of Owner. Owner may assign or transfer this Rental Agreement without the consent of Renter and after such assignment or transfer; Owner shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer, if any security deposit was collected, it shall be transferred to the Assignee of Owner.

**16. SUCCESSION:** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

**17. TERMINATION:** Renter may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (through the next Renewal Date) and Renter notifies Owner of Renter's intent to vacate at least Ten (10) days before the end of the Term. Owner may terminate this Rental Agreement by giving Renter Thirty (30) days written notice prior to the end of the Term. Owner may give shorter termination notice for illegal activity by Renter, or Renter's guests at the Facility, or if Renter's Rented Space becomes infested, or if Renter is residing in the Rented Space. No refunds of partial months are made if Renter vacates the Rented Space before the end of the Term. The Rented Space shall be left broom clean, free of trash, Renter shall remove all Personal Property (or Rent will continue to accrue), **and the Renter's lock must be removed.** Renter shall fully vacate by the date stated in Renter's or Owner's Notice. Owner charges and Renter is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Rented Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Rented Space.

**18. DENIAL OF ACCESS:** In addition to any denial of access to the Facility and Leased Space for Renter's Default, Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance all without advance notice to Renter. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the regular times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility, or Owner's website, or mailed to Renter. In the event of an Emergency or catastrophe at or around the Facility, Owner may change access hours without notice to Renter and Owner may require Renter enter only when escorted by Owner's employees or agents or Owner may deny access to the Rented Space and Facility. Further, Owner shall not be liable for Renter's inability to enter the Facility or Rented Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Renter.

**19.** Is Renter in, or a Spouse/Dependent of, someone in Active-Duty military service, including the Reserves, National Guard, Uniformed Services, or employed by NOAA or National Institute of Public Health Service?

Yes [ \_\_\_ ]      No [ ]      If yes, Who? \_\_\_\_\_

**ACTIVE MILITARY:** An Renter who is a military service member or a dependent of such active duty member must disclose such service and must notify the Facility of any change in status. Further, the Facility requests notification if the Renter is transferred or deployed overseas.

Base Contact: \_\_\_\_\_ Commanding Officer

Phone # \_\_\_\_\_

Military Unit Number \_\_\_\_\_

Deployment Date: \_\_\_\_\_

Expected date of return: \_\_\_\_\_

Emergency Contact Person, address and phone number: \_\_\_\_\_

**20. INVENTORY AND LIENHOLDERS:** The following information is very important. Describe Renter's property precisely. Owner will use the description provided by Renter if Renter's Rented Space goes to public auction due to a default in this Agreement.

Renter represents that Renter owns or has legal possession of the Personal Property in Renter's Rented Space. Renter attests that Renter has disclosed any lienholders with an interest in Personal Property that is stored or will be stored in the Rented Space. All the Personal Property in Renter's Rented Space or that will be stored in the Rented Space is free and clear of all liens and secured interests EXCEPT for items listed.

**21. PEST CONTROL:** Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is advised that bait is used in vacant Rented Spaces, if found, please be cautious, and leave in place. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Rented Space. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellant/trap devices that Renter deems necessary to protect Renter's Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is in common areas of the Facility, other than the Rented Space.

**22. PERMISSION TO CALL, FAX, USE SOCIAL MEDIA, TEXT AND/OR E-MAIL:** Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, text, or e-mail, Renter hereby consents to Owner phoning, faxing, contacting via social media, texting, and e-mailing Renter and that these communications are related to the business relationship. Renter further gives Owner permission to send text messages to Renter's provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other Default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of Default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter's email address.

**23. THE RENTED SPACE:** By signing this Agreement Renter acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to Renter as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Rented Space, and Renter acknowledges and agrees to the following: (a) that, prior to signing, Renter was given the opportunity to measure the dimensions of the Rented Space; (b) that Renter is satisfied therewith, whether or not Renter measured the Rented Space; (c) that Renter agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Rented Space; (d) that Renter hereby waives 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 Rented Space, and the size, or dimensions, thereof as Renter believed existed at the time Renter signed this Agreement; and (e) that Renter hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which Renter otherwise would have had the right to obtain but for Renter's having agreed to the terms of this Provision and the Waiver and Release contained herein.

**24. PARTIAL PAYMENTS OR PAYMENT IN THE EVENT OF DEFAULT:** Partial payments shall not be accepted.

**25. TEMPERATURE CONTROL:** Indiana law does not define the term "Climate Controlled" or "Temperature Controlled". Owner in various materials, including on some of the Facility signage, websites, and marketing materials, may refer to the Rented Space as Climate Controlled. Owner does not control the climate and only controls the temperature of the Rented Space. This Provision and the responsibility to provide

temperature control applies only if so indicated as a Temperature Controlled Rented Space. If not indicated as Temperature Controlled, then the Rented Space is not temperature controlled. Owner provides both heating and air conditioning to the building containing the Rented Space. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Temperature Controlled Rented Space by heating to no less than Fifty degrees (50°) Fahrenheit in the Winter and by cooling the Rented Space to no more than Eighty degrees (80°) Fahrenheit in the Summer. Renter recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature minimum or maximum and Renter understands that heating and air conditioning systems and their power sources are not redundant. Further, the temperature in the building containing the Rented Space may vary from the actual temperature of the Rented Space. Renter agrees to release Owner from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Owner's direct control.

**26. HUMIDITY IN THE RENTED SPACE:** Owner does **not** represent that the Rented Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the Term.

**27. MOLD:** Renter understands that there is a risk of the growth of mold and/or mildew on Renter's Personal Property in any Rented Space rented. Owner does not warrant the Rented Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold on Renter's Personal Property from whatever source and no matter how it occurs. Renter shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Renter's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Rented Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Rented Space. Renter understands that any Personal Property brought into the Rented Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Rented Space. Renter shall periodically inspect the Rented Space and the Personal Property and take any and all actions necessary to protect Renter's Personal Property from mold/mildew.

**28. STORAGE OF MOTOR VEHICLES/BOATS:** Will a Titled Vehicle be Stored?

Yes [  ] No [  ]

(If Yes, Vehicle Addendum or Rental Agreement is required)

**29. WAIVER OF JURY TRIAL:** **The Owner and the Renter hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Renter or the Renter against the Owner arising out of or in any way connected with this Rental Agreement, the Renters use or occupancy of the Rented Space and this Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.**

**30. AGREEMENT TO MEDIATE:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Renter pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, tow any Vehicle stored, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Excluded Claims"); between or involving Owner and Renter, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Renter located within Fifteen (15) miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

**31. AGREEMENT TO ARBITRATE:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that



the parties agree and understand that the ownership of the Facility and its management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Fifteen (15) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorney's fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Renter and Owner.

**32. CLASS ACTION WAIVER:** Except for any Excluded Claims, any dispute, claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Renter and Owner, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Owner's and/or Renter individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as "Class Action"). Owner and Renter expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Owner and Renter. With respect to any such claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Owner and/or Renter and solely in each of the respective individual capacities of Owner and Renter. Any claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Owner and Renter each understand and Owner and Renter each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may be a party to a Class Action.

**33. OWNER'S EMPLOYEES:** In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that Renter's interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

**34. ATTORNEYS' FEES:** In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Renter, the Renter agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

**35. CONSTRUCTION:** This Rental Agreement shall be governed and construed in accordance with the laws of the State of Indiana. Owner and Renter agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Renter further agree that the Federal or State courts in the County in Indiana in which the Facility is located shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable. Whenever possible, each provision of this Rental Agreement shall be interpreted to be effective and valid under applicable law, but if any provision shall be invalid or prohibited under such applicable law, such prohibition or invalidity shall not invalidate the remainder of the provisions or the remaining provisions of this Rental Agreement.

**36. LOITERING:** The purpose of this Rental Agreement is for renting Rented Space for the storage of Personal Property. It is agreed that in general there is no reason for Renter to be at the Facility or in the Rented Space at any time for more than Three (3) consecutive hours. If Renter, Renter's guests, or invitees are in the Rented Space or at the Facility for more than Three (3) hours a day, without specific permission from Owner, this shall be grounds for immediate termination of occupancy.

**37. ELECTRICITY:** Use of electricity at the Facility are strictly reserved to Owner at all times unless an Addendum is accepted by Owner.

**38. TRASH DISPOSAL:** Use of dumpster on Facility grounds and facility water are reserved for Owner's use, unless written permission is obtained.

**39. CARTS AND DOLLIES:** Hand dollies and Carts ("Cart") are provided for the convenience of the Renter. Renter agrees to properly use the Cart in the manner for which they were intended, including but not {00034884.DOCX} - Indiana

exclusively, loading no more than 300 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 2 feet total. Carts are provided to Renter solely as a courtesy and may be out of order or Cart service may be terminated at any time without said termination representing a Default under the Rental Agreement. As such, Carts are used solely at Renter's own risk. Renter releases, holds harmless, and agrees to indemnify Owner from any damage Renter may suffer as a result of the use of the Cart and/or for personal injury Renter suffers as a result of use or misuse of the Cart whether or not Renter's actions were negligent in the use of the Cart.

**40. RULES AND REGULATIONS:** The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with Ten (10) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Renters and are made for the appropriate and efficient operation of the Facility.

**41. ENTIRE AGREEMENT:** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR AGREEMENTS BY OR BETWEEN THE PARTIES WHICH ARE NOT FULLY SET FORTH HEREIN AND NO REPRESENTATIVE OF OWNER OR OWNER'S AGENTS IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

**RENTER AGREES THAT ALL INFORMATION PROVIDED FOR AND CONTAINED IN THIS AGREEMENT IS ACCURATE AND CORRECT.**

If this Rental Agreement is executed by the Renter via a computer generated acknowledgment service, ("Electronic Signature") then Renter agrees that: Renter has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Renter's Electronic Signature to this Rental Agreement by checking the box below and any Addendum, including initials on any provision, if applicable, this Electronic Signature shall bind Renter and be of the same quality as if Renter had signed or initialed the documents in person, in the presence of a Facility employee.

By *Raintree Storage*  
for Owner –

Original Lease Date:  
Occupant Lease No:

**Access:** Individual(s) named below are permitted to enter, vacate, request the gate code, and request the lock to be cut off this Space. However, those named shall have no rights as a Tenant under this Agreement:

By:  
Renter Signature

Primary Address and Contact Information:

Home :  
Work:  
Mobile :

Provide the name, address, and phone number of an alternate person to whom the notices given to Renter can be sent and who may be contacted if Owner is unable to contact the Renter or in the event Renter is in Default ("Alternate Contact"). (If no one write "none"). Do not name someone who lives with Renter:

Name	Address	City	State	Zip
Telephone No.	Cell Phone No.	Email	Work Phone	

**If none, check none \_\_\_ and sign here**

The description of the Rented Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the entirety of the Rented Space not by the square foot. See Provision 23.