

Rental Agreement

Website: www.StorageWorldinc.com

Occupant:

Company:

Address:

City/State/Zip

Phone Numbers: Home: _____ Cell: _____

Work: _____

Email Address: _____

Driver Licenses: State:

Emergency Contact: (Name, Address, Phone)

Phone: _____

MILITARY: Are you or your Spouse currently active duty Military? *Must provide Military I.D.

If Yes, which Branch? _____ Commanding Officer? _____

Phone #: _____ E-Mail: _____

Rental Agreement Date:

Storage Space Number:

Monthly Rent:

Protection Plan:

Monthly Payment:

Fees:

New Acct Admin. Fee:

Late Fee: \$20.00 or 20%

NSF Fee:

Sale Fee: \$75.00

Lock Cut Fee: \$45.00

Cleaning Fee: \$75.00

Description	Total
Administrative Fee	
Protection Plan	
Rent	

Total Due Upon Execution of this Lease:

Paid to Date:

Rental Due Date: Monthly Anniversary of ___; day ___ of each month.

ELECTRONIC MAIL: You have provided the electronic mail address ("E-mail Address") indicated above to which you want us to send all notices. Since you provided an E-mail Address, the Owner may send notices to the electronic mail address provided, or to subsequent written changes to that E-mail Address that you provide, subject to state law. By initialing here _____, Occupant acknowledges that the E-mail Address above is complete and correct and that the Occupant consents to receiving notices via electronic mail (E-Mail).

DESCRIPTION OF CONTENTS STORED OR TO BE STORED: Error! Missing test condition.

LIENS ON STORED PROPERTY: Occupant must disclose any lienholders with an interest in property that is stored or will be stored in the Storage Space. Occupant agrees to promptly advise Operator of future liens on property or liens on property subsequently placed in the Storage Space. Are there any current liens on stored property? Yes ___ No ___. If "YES", describe the property on which the lien is held: Error! Missing test condition. identify the lienholder by name, address and phone number: _____ and identify the county and state in which a financing statement or evidence of lien is filed: _____.

MONTHLY SELF STORAGE RENTAL AGREEMENT

This Rental Agreement (herein called the "Agreement") for rental of self storage space on a month-to-month basis is entered into this ____ between _____ (herein called "Operator"), located at _____ (herein called the "Premises"), and _____ (herein called "Occupant") subject to the terms and conditions herein. All provisions of this Agreement shall apply to and be binding upon all heirs, successors in interest, assigns or representatives of the parties identified above.

NOTICE OF LIEN: THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE ALABAMA SELF-STORAGE FACILITY ACT. PURSUANT TO THE ALABAMA SELF-STORAGE FACILITY ACT (SECTIONS 8-15-30 THROUGH 8-15-38), THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

E-mail Notification: By providing its e-mail address to Operator, Occupant consents to receiving all notices, including statutory notices, from Operator by e-mail.

1. **STORAGE SPACE:** Occupant rents from Operator **STORAGE UNIT NUMBER** _____ (hereinafter the "Storage Space") for the monthly rent set forth herein. Occupant also agrees to pay a _____ New Account Administration Fee. Occupant may not assign or sub-rent the Storage Space without the written permission of the Operator. In the absence of separate rental agreement(s), this Agreement shall be deemed automatically amended as necessary to include any additional Storage Space(s) rented by Occupant, except that the deposit and monthly rental rate for any such additional Storage Space(s) shall be the market rate then in effect at the Premises, and all late charges and fees shall be adjusted in a commensurate amount. Operator is not providing any services to Occupant pursuant to this Agreement other than renting the Storage Space to the Occupant.

2. **RENT AND FEES:** The monthly rent for the Storage Space is _____ per month. Operator acknowledges receipt this date of ____ ____, which includes the New Account Administration Fee stated herein, and which pays rent through the _____. Thereafter, this Agreement shall continue on a month-to-month basis and will automatically renew for successive one-month periods unless terminated as set forth below. The minimum term shall be one month. Operator will not pro-rate partial month's rent upon move out. Evidence of Occupant's continued occupancy of the Storage Space will include the presence of Occupant's property in the Storage Space or the Storage Space remaining locked with Occupant's lock. Monthly rent shall be due and payable on the _____ day of each successive month (herein "Due Date") this Agreement remains in effect. Rent is due and payable in advance and the first month's rent may be prorated to achieve a desirable due date for rent payments, though proration of rent shall not apply at the termination of this Agreement. Rent paid more than five (5) days late or rent checks that are dishonored cause Operator to incur substantial damages and, thus, Occupant agrees to pay Operator, as additional rent, a **Late Fee of \$20.00 or 20% of the rent, whichever is greater**, for each rent payment made more than five (5) days beyond the Due Date, and an **NSF Fee, ACH Debit, or Credit Card Chargeback** of _____ for each dishonored check or credit or debit card payment. If Occupant's lock must be cut for any reason, Occupant will be charged a **Lock Cut Fee of \$45.00**. Occupant further agrees to pay a **Cleaning Fee of \$75.00** to be used, if required at Owner's discretion, for the repair of any damage caused by Occupant and/or to clean up the Storage Space upon termination of this Agreement. If Occupant's stored property is processed for sale at public auction, Occupant shall be responsible for a **Sale Fee of \$75.00**. These fees may be charged even if the sale is not physically conducted due to Occupant reclaiming the property. Other fees charged to Occupant may be contained in Addendums to this Agreement. These charges shall be in addition to any other amounts due under the terms of this Agreement. Rent is payable to Operator at the above address without demand. All service charges, administrative fees, lien notice fees, late fees, sale fees, advertisement fees, lock cut fees, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Operator in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Operator as provided in the Agreement. If Operator exercises its right to overlock the Storage Space for failure to pay rent, it is agreed that monthly rent continues to accrue for each month or portion thereof that Occupant's personal property remains in the Storage Space, and until default is cured. Partial payments made to cure a default will not delay or stop the sale of Occupant's property as further referenced herein. Nor do partial payments waive or avoid the legal effect of notices, including prior notices, given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the Occupant's stored property. Operator reserves the right to refuse payment by check and to require cash payment of past due rents and other charges. All payments made by check or money order must contain the number of the Storage Space for which payment is intended. Operator is not responsible for any damages incurred as a result of Occupant's failure to include the Storage Space number on payments or other correspondence. There will be no partial month refunds on pre-paid rent. DO NOT PUT CASH OR MAIL IN ANY MAIL SLOT OR DROP BOX.

3. **TERMINATION:** This Agreement will continue from month to month unless Operator or Occupant gives the other party at least three (3) days' advance written notice to terminate the tenancy under this Agreement. Operator may immediately terminate this Agreement (including denial of vehicle gate access to the Premises and denial of access to the Storage Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Operator-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Premises. Operator may also exercise immediate termination rights (including denial of vehicle gate access to the Premises and denial of access to the Storage Space) in the event that Occupant utilizes the Storage Space for an unlawful purpose or is found to be engaged in illegal activity at the Premises. Upon termination of this Agreement, Occupant shall promptly remove all stored property from the Storage Space and deliver possession of the Storage Space to Operator on the day of termination unless same is subject to Operator's lien rights as referenced below. Failure to remove all personal property and personal lock before commencement of the next rental month shall not prevent termination at Operator's request, but shall obligate Occupant for rent for the full term of each rental month in which any of Occupant's personal property remains in the Storage Space and/or the Storage Space is locked with Occupant's lock. If the Occupant fails to fully remove its property

from the Storage Space within the time required, the Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Storage Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property. Occupant must leave the Storage Space empty, in good condition, broom clean, and unlocked. Occupant will be held responsible for all costs incurred by Operator if the Storage Space is damaged or left in an unclean state. Operator may dispose of property left in the Storage Space or on the Premises after termination of this Agreement, though Occupant will be liable for paying all costs incurred by Operator in disposing of such property. **PRE-PAID RENT IS NON-REFUNDABLE.**

4. **DEFAULT:** The Occupant shall be in default if the Occupant fails to pay rent and charges when due or defaults on any other term or condition of this Agreement. The Occupant's breach of the peace shall also constitute a default hereunder.

5. **OCCUPANT'S ACCESS:** Occupant's access to the Premises and the Storage Space may be conditioned in any manner deemed reasonably necessary by Operator to maintain order on the Premises. At Operator's discretion and without obligation of Operator, such measures may include, but are not limited to, requiring verification of Occupant's identity, limiting hours of operation, and inspecting vehicles that enter the Premises. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Storage Space or has not supplied Operator with written authorization from the Occupant to enter the Storage Space. Otherwise, only a court order will be sufficient to permit access by others.

6. **USE AND COMPLIANCE WITH LAW:** Occupant agrees not to use the Storage Space for any unlawful purpose and that no property will be stored in the Storage Spaces unless belonging to the Occupant. Storage of hazardous, flammable, explosive, toxic, noxious, odorous, or other dangerous materials is strictly prohibited. Occupant is obligated in advance to drain all gasoline or other flammable material from any property, including vehicles, or machinery to be stored. Occupant shall not store any property in violation of any law, ordinance, regulation, code, order or requirement imposed by any governmental authority, the Board of Health, Sanitary, Police or Fire Department, or other governmental agency, nor do or cause to be done any act that may create a nuisance. Occupant agrees not to commit waste, nor alter, nor affix signs on the Storage Space or anywhere on the Premises, and will keep the Storage Space and the Premises in good condition during the term of this Agreement. **Occupant acknowledges that the Storage Space may be used for storage only, and Occupant specifically agrees that the Storage Space will not be used for the conduct of a business or for human or animal habitation for any period of time whatsoever.** Occupant may not use any of the dumpsters on the Premises. No electrical connections, alteration, or modification of any kind are permitted to be made to any lighting or wiring within the Storage Space or on the Premises. Additionally, Occupant shall not use the Storage Space for: (1) Sanding or spray painting; (2) Any use which constitutes a shop or service facility; (3) Automobile repair; (4) Continuous connection of any electrical appliance or extension cord; (5) Practice facilities for rock bands or other individuals or musical groups; (6) Installation of any telephone device; (7) Garage sales, flea market, or sale of any kind directly from the Storage Space; (8) Parties, gatherings, or meetings of any kind (9) Any use which involves alteration, structural change or defacement of the Premises, its walls, floor or overhead space; (10) Any use of roof bar joists or structural members or supports for the purposes of lifting or storing any object; (11) Storage of any perishable items, food, or liquid or anything likely to attract pests, such as grass seed, etc.; (12) An address to be advertised or used for any purpose; (13) The manufacturing or production of any type of product; (14) Sales of any kind; or (15) Storage of inadequately packaged, wrapped or protected articles that could be damaged by absorption of moisture from floors or walls. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Storage Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. NOTE: Any violation of the provisions within this paragraph shall be grounds for immediate termination of this Agreement and Occupant hereby agrees to hold Operator, Operator's agents, employees, and representatives and other occupants harmless and to indemnify, save and defend such persons and entities for any loss, damage, personal injury, or costs (including attorneys' fees) resulting from the violation of this Paragraph.

7. **LIMITS ON LIABILITY:** Occupant acknowledges and agrees that the Storage Space is not suitable for the storage of heirlooms, precious, invaluable, or other property alleged or considered irreplaceable (e.g., jewels, furs, books, records, writings, works of art, objects for which no immediate resale market exists) and property alleged or considered to have special emotional or sentimental value. **Occupant agrees not to store such items in the Storage Space. Occupant waives any claim for emotional or sentimental attachment to the stored property. Because the value of personal property may be difficult or impossible to ascertain, Occupant further agrees not to store property in the Storage Space with a total aggregate value in excess of \$ 5,000.00 unless the Operator gives specific written permission for Occupant to store property with a combined greater value. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000.00. The Occupant agrees that the maximum value for any claim or suit by the Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a Storage Space, is \$5,000.00. Nothing stated herein shall be deemed to establish that the stored property has any value whatsoever or to create any liability on the part of the Operator, which liability is expressly denied by Operator and released herein.**

8. **NON-LIABILITY OF OPERATOR FOR PROPERTY DAMAGE: IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT NO BAILMENT IS CREATED HEREUNDER. OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE. THE EXCLUSIVE CARE, CUSTODY, AND CONTROL OF OCCUPANT'S PROPERTY SHALL REMAIN VESTED IN OCCUPANT AND ALL PROPERTY STORED WITHIN THE STORAGE SPACE BY OCCUPANT OR STORED AT THE PREMISES SHALL BE AT OCCUPANT'S SOLE RISK. Operator and Operator's agents, employees, and representatives shall not be liable to Occupant for any damage to, or loss of, any personal property arising from any cause whatsoever, including, but not limited to, burglary, fire, flood, wind, water damage, moisture damage, mold, mildew, flood, hurricanes, rain, tornadoes, mysterious disappearance, rodents, insects, malfunction of alarm or sprinkler systems, Acts of God, explosion, or the active or passive acts, omissions or negligence of**

Operator or Operator's agents, employees, representatives. Neither Operator nor Operator's representatives are liable for any loss or damage resulting from failure, interruption, or malfunction of utilities. It is agreed by the Occupant that this provision is a bargained for condition of this Agreement that was used in determining the amount of monthly rent to be charged and without which the Operator would not have entered into this Agreement.

9. INSURANCE: ANY INSURANCE PROTECTING THE PERSONAL PROPERTY STORED WITHIN THE SPACE AGAINST FIRE, THEFT, OR DAMAGE MUST BE PROVIDED BY THE OCCUPANT. THE OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for 100% of the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant hereby releases Operator and Operator's agents and employees from any and all claims for damage or loss to stored property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's agents and employees in connection with any damage which is or would be covered by any such insurance policy. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss of or damage to stored property.

10. RELEASE OF LIABILITY FOR BODILY INJURY AND INDEMNITY: Occupant hereby releases Operator and Operator's agents, employees, and representatives from any liability for any injury or death to Occupant or Occupant's agents, representatives, guests, invitees, or family members as a result of any use of or presence on or at the Storage Space or Premises by any of them, even if such injury or death is caused by the active or passive acts, omissions, or negligence of Operator or Operator's agents, employees, or representatives. Occupant is responsible for any children he or she brings onto the Premises. Occupant hereby expressly further agrees to indemnify and hold harmless and defend Operator and Operator's agents, employees, and representatives from and against any and all claims (including claims for property damage, personal injury, or death), demands, actions and causes of action (including attorney's fees and costs) that are herewith brought by anyone arising out of or in connection with the use of or presence on or at the Storage Space or Premises by Occupant or Occupant's agents, representatives, guests, invitees, or family members, including claims allegedly arising from the active or passive acts, omissions or negligence of Operator or Operator's agents, employees, or representatives.

11. CONDITION OF STORAGE SPACE, ALTERATION, SIGNS AND WASTE: Occupant assumes responsibility for examining the Storage Space and hereby accepts the same in its AS IS condition and agrees to pay Operator for any repairs to the Storage Space and/or Premises necessitated by Occupant's use of same. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Storage Space. Occupant shall not make or allow to be made any alterations to the Storage Space or the Premises, even if Occupant considers them to be improvements, nor post any signs thereon, without express written consent of the Operator, nor shall Occupant permit any waste in or on the Storage Space or Premises. Should Occupant damage or depreciate the Storage Space, or damage any gates or buildings on the Premises (including the exterior and gutters of any such buildings), or make alterations or improvements without the prior consent of the Operator, or require the Operator to incur costs to clean the Storage Space and/or the Premises upon termination, then all costs necessary to restore the Storage Space to its prior condition shall be borne by Occupant. Operator has the right to declare any such costs to repair as "rent". If Occupant causes any such damage, Occupant may be denied access to the Storage Space until Occupant pays Operator for repair of all damage.

12. OPERATOR'S RIGHT TO ENTER, INSPECT AND REPAIR STORAGE SPACE/PREMISES: Occupant agrees that Operator or its representatives have the right to enter the Storage Space for the purpose of inspection without prior notice to Occupant whenever Operator believes that any hazardous condition or nuisance has been created or is occurring in the Storage Space, or for repairs or alterations to the Storage Space, or to examine the Storage Space for violation of this Agreement, or to otherwise comply with this Agreement, to preserve the Storage Space or the Premises, to comply with applicable law, or inspections or searches by governmental authorities. For any other occurrences, Occupant grants Operator or Operator's agents' access to the Storage Space upon 48 hours' advance written notice to Occupant. In the event any materials are discovered which are hazardous or constitute a nuisance, Operator may immediately arrange for their removal and disposal at Occupant's expense.

13. RULES AND REGULATIONS: Operator shall have the right to establish or change hours of operation or to promulgate and amend rules and regulations for the safety, care, and cleanliness of the Premises or for the good of the Premises. Occupant agrees to be bound by and abide by all such existing and future rules. All Rules and Regulations shall be deemed to be part of this Agreement.

14. OPERATOR'S REMEDIES AND LIEN UPON DEFAULT; DENIAL OF ACCESS: (a) Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein due. If any rent or charge shall be due and not paid, or if Occupant shall fail or refuse to perform any of the covenants, conditions, or terms of this Agreement, Occupant shall be conclusively deemed in default. Occupant's breach of the peace shall also constitute a default of this Agreement. **Upon any default by Occupant, Operator shall have the right, without notice to Occupant, to deny Occupant access to the Storage Space and/or Premises if such default is not cured within five (5) calendar days.** Denial of access shall include the right to remove Occupant's lock and replace it with Operator's lock. The right to deny access to Occupant shall be in addition to all other liens and/or remedies provided by law to secure and collect rent, labor or other charges, present or future, as a result of Occupant's storage of personal property or other use of the Storage Space, including expenses necessary for preservation or reasonably incurred in the sale of or other disposition of property. Operator may also deny Occupant access to the Space if Occupant has breached this Agreement, is damaging property of others, is disturbing the peace, or is otherwise violating criminal laws. Additionally, if Occupant is renting more than one Storage Space at any given time, default on one rented Storage Space shall constitute default on all rented Storage Spaces, entitling Operator to deny access to Occupant to all rented Storage Spaces. No bailment or higher level of liability is created if Operator over-locks the Occupant's lock,

thereby denying the Occupant access to the Storage Space. If Operator terminates this Agreement as provided for herein, Operator has the right to deny vehicle access entry to the Premises during the termination period and control Occupant's access on the Premises, including, but not limited to, requiring Occupant to be escorted by Operator's agents or employees while at the Premises. (b) The overlocking of the Storage Space, re-entry, locking of Storage Space, or taking of possession by Operator as provided under this Agreement shall not relieve the Occupant's obligations under the terms of this Agreement, including but not limited to, the Occupant's obligations for liability for rent and charges. In the event of a sale of goods as provided herein, it is agreed that the date of such sale shall constitute the date of termination of this Agreement.

15. **OPERATOR'S LIEN RIGHTS:** (a) **OPERATOR AND ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A STATUTORY LIEN UPON ALL OF THE PERSONAL PROPERTY LOCATED AT THE PREMISES FOR DELINQUENT RENT, LATE FEES, LABOR, OR OTHER CHARGES INCURRED PURSUANT TO THIS AGREEMENT AND FOR EXPENSES INCURRED FOR PRESERVATION, SALE, OR DISPOSITION OF THE PERSONAL PROPERTY PURSUANT TO THE ALABAMA SELF SERVICE STORAGE ACT, ALA. CODE § 8-15-30 ET SEQ. PURSUANT TO SAID ACT, PERSONAL PROPERTY STORED IN THE LEASED STORAGE SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. OPERATOR SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OPERATOR BY THE OCCUPANT THAT THE PROPERTY PLACED IN THE STORAGE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE STORAGE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OPERATOR, IN WRITING, OF THE NATURE OF AND IDENTIFY ANY SUCH PROPERTY PLACED IN THE LEASED STORAGE SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. IN NO EVENT SHALL THE OPERATOR'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. IF THE PERSONAL PROPERTY SUBJECT TO THE OPERATOR'S LIEN IS A VEHICLE, WATERCRAFT, OR TRAILER AND RENT AND OTHER CHARGES REMAIN UNPAID FOR 60 DAYS, THE OPERATOR MAY HAVE THE VEHICLE, WATERCRAFT, OR TRAILER TOWED FROM THE SELF-SERVICE STORAGE FACILITY. THE OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES TO THE VEHICLE, WATERCRAFT, OR TRAILER ONCE A LICENSED AND BONDED TOWER TAKES POSSESSION OF THE PROPERTY. REMOVAL OF ANY VEHICLE, WATERCRAFT, OR TRAILER FROM THE SELF-SERVICE STORAGE FACILITY SHALL NOT RELEASE THE OPERATOR'S LIEN.** It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in lien sale and/or disposition of the Occupant's property as provided for above. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the Space. **Operator reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Operator's lien. Occupant consents to the use of on-line auction services.**

(b) Operator may sell Occupant's stored property singly, in lots, or as a whole. In the event of a foreclosure sale, it is understood and agreed that the liability of Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, and expenses, including those incurred in lien sale and/or disposition of the Occupant's property as provided for above. Operator shall be allowed to bid on the property at the sale. Proceeds of the sale will be applied to the rent, fees and charges owed by Occupant to Operator.

16. **SECURITY AGREEMENT:** This Agreement shall constitute a security agreement covering the contents of the Storage Space and a security interest shall attach thereto for the benefit of, and is hereby granted to, the Operator by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

17. **ABANDONMENT OF OCCUPANT'S PROPERTY:** The Occupant shall be deemed to have abandoned the Storage Space if the Occupant has removed the contents of the Storage Space and/or has removed the Occupant's locking device from the Storage Space and **is not current** in all obligations hereunder. Abandonment shall allow the Operator to remove all contents of the Storage Space for disposal or sale. If such property or any part thereof is sold, Operator may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of re-entry and sale, cost of moving and storage, any arrears of rent or charges and any damages which the Operator may be entitled hereunder or pursuant to law in the order Operator so chooses. Occupant hereby waives and releases any claims or actions against Operator for disposal of property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. This Agreement shall automatically terminate if the Occupant abandons the Storage Space.

18. **WAIVER:** No waiver by Operator, its agents, representatives, or employees of any breach in performance of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or default by Occupant.

19. **WAIVER OF EXEMPTION:** As to enforcement of this Agreement, Occupant waives all right of exemptions, now or hereafter provided for under the Constitution and Laws of the State of Alabama or any other State.

20. **NOTICES:** All notices required under this Agreement will be sent to Occupant at the Occupant's last known by first class mail, postage prepaid, or to the electronic mail address provided by the Occupant in this Agreement and shall be deemed delivered when deposited by Operator in the U.S. Mail or when sent by electronic mail. All statutory notices shall be sent as required by law. **Notification by electronic mail is an authorized means of communication. Occupant consents to be contacted using electronic means and to promptly advise Operator of any change in the Occupant's e-mail address.** Occupant hereby consents to Operator phoning, faxing, e-mailing, texting, and using social media to communicate with Occupant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Occupant to provide Operator with written notice of any change in address (postal or electronic) or their home or mobile phone

number. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. OCCUPANT AGREES TO FURNISH OPERATOR WITH WRITTEN NOTICE OF ANY CHANGE OF ADDRESS (POSTAL OR ELECTRONIC) OR PHONE NUMBER WITHIN TEN (10) DAYS OF THE CHANGE, AND OCCUPANT AGREES THAT UNLESS OPERATOR IS NOTIFIED OF SUCH CHANGE IN WRITING, OCCUPANT MAY BE CONTACTED OR NOTIFIED AT THE ADDRESS AND/OR TELEPHONE NUMBERS PROVIDED IN THIS AGREEMENT IN CASE OF EMERGENCY, FOR COLLECTION OF ANY DELINQUENCY IN OCCUPANT'S ACCOUNT, IN THE EVENT OF OCCUPANT'S DEFAULT UNDER ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR TO BE PROVIDED ANY OTHER NOTICE TO WHICH OCCUPANT MAY BE LEGALLY ENTITLED. NOTHING IN THIS PARAGRAPH SHALL BE DEEMED TO SUPERSEDE ANY OTHER PROVISION OF THIS AGREEMENT, NOR TO IMPOSE ANY ADDITIONAL OBLIGATION UPON OPERATOR. Occupant understands he must personally deliver such notice of change of address or phone number to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the Premises address set forth above or by e-mail only if e-mail is acknowledged by Operator. Occupant's failure to notify Operator of any change in physical or e-mail address or telephone number or alternate name, address and telephone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

21. **EXCLUSION OF WARRANTIES:** No expressed or implied warranties, guarantees, or representations are given by Operator, Operator's agents or employees as to the suitability of the Storage Space for Occupant's intended use or the nature, condition, safety, or security of the Premises, the Storage Space, and/or the Property in the Storage Space. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Operator are not authorized or permitted to make warranties about the Storage Space or the Premises. NO PROMISES OR REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO OCCUPANT BY OPERATOR OR OPERATOR'S AGENTS, EMPLOYEES, OR REPRESENTATIVES. NO PROMISES OR REPRESENTATIONS OF SAFETY OR SECURITY OF THE STORAGE SPACE, THE PREMISES, OR PROPERTY STORED IN THE STORAGE SPACE AND/OR THE PREMISES HAVE BEEN MADE TO OCCUPANT BY OPERATOR OR OPERATOR'S AGENTS. OCCUPANT AGREES THAT NEITHER OPERATOR NOR OPERATOR'S AGENTS OR EMPLOYEES SHALL BE REQUIRED TO PROVIDE ANY SECURITY PROTECTION TO OCCUPANT OR THE OCCUPANT'S PROPERTY STORED IN THE STORAGE SPACE AND/OR ON THE PREMISES. ANY SECURITY WHICH OPERATOR MAINTAINS IS FOR OPERATOR'S SOLE USE AND CONVENIENCE AND MAY BE DISCONTINUED BY OPERATOR AT ANY TIME WITHOUT LIABILITY OR NOTICE TO OCCUPANT OR ANY OTHER PARTY. THERE SHALL BE NO LIABILITY TO THE OPERATOR, OPERATOR'S EMPLOYEES OR AGENTS IN THE EVENT ALARM, VIDEO SYSTEM, OR SPRINKLER SYSTEM, OR ANY COMPONENTS THEREOF, SHALL FAIL OR MALFUNCTION. **Any video recording devices are not monitored.** THE OPERATOR'S AGENTS', EMPLOYEES', AND REPRESENTATIVES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. THEIR STATEMENTS CANNOT BE RELIED UPON BY THE OCCUPANT AND ARE NOT PART OF THIS AGREEMENT. The entire agreement and understanding of the Occupant and the Operator are contained in this Agreement and NO OTHER WARRANTIES are given beyond those contained in this Agreement. There shall be no liability to the Operator, the Operator's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Storage Space and the Premises referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected the Storage Space and the Premises, and that Occupant accepts the Storage Space and the Premises AS IS and WITH ALL FAULTS.

22. **SEVERABILITY CLAUSE:** If any part of this Agreement is declared invalid, void, or unenforceable, then such decision shall not affect the validity of any remaining portion, which shall remain in force and effect as though any invalid, void, or unenforceable part or parts were not written into this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Alabama.

23. **ATTORNEY'S FEES:** In the event the Operator 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 Occupant, Occupant agrees to pay to the Operator all costs, expenses, and reasonable attorney's fees incurred by the Operator in such action.

24. **WAIVER OF TRIAL BY JURY:** Occupant and Operator hereby waive their respective right to trial by jury of any claim or cause of action arising out of or relating in any way to this Agreement or Occupant's use of the Storage Space or the Premises.

25. **OCCUPANT'S LOCK:** Occupant's Storage Space must be locked with Occupant's lock at all times. Occupant shall provide, at Occupant's expense, a lock which the Occupant deems sufficient to secure the Space. Occupant assumes full responsibility for all persons who have keys and access to the Storage Space. In the event Occupant fails to keep a lock on the Storage Space or Occupant's lock is broken or damaged, Operator shall have the right, but not the obligation, to place its lock on the Storage Space provided, however, that in such event, Operator shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost, or expense of Operator in connection with locking the Storage Space, including the cost of the lock. The fact that the Operator has taken measures to secure the access to the Storage Space under this paragraph shall not affect any other part of this Agreement.

26. **RELEASE OF INFORMATION:** Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

27. **MILITARY SERVICE:** If Occupant or Occupant's Spouse is in the military service, Occupant must provide written notice to the Operator. The Operator will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant may notify the Operator of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to

protections under governing law staying the enforcement of the Operator's lien.

28. **PERSONAL AND FINANCIAL INFORMATION:** Operator does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator for damages arising from the use of said information by others.

29. **CLIMATE CONTROL:** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. **Operator does not warrant or guarantee temperature or humidity ranges in the Storage Space due to changes in outside temperature and humidity.** Occupant waives any claim for loss of or damage to stored property from Operator's failure to regulate the temperature and humidity in the Storage Space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Operator. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Storage Space may not be heated or cooled at all.

30. **CHANGES:** All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon thirty (30) days' prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Operator ten (10) days' prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Occupant has agreed to the change in writing.

31. **NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Operator and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant understands and agrees that this Agreement may be modified only in writing.

32. **TIME TO FILE SUIT:** Occupant agrees to file any lawsuit or other action against the Operator, Operator's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

33. **VEHICLES:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Operator. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Storage Space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Operator. In the event that any motor vehicle or boat remains stored in the Storage Space after termination of the Agreement or upon Occupant's default for 60 days, and in addition to all other rights and remedies available to Operator, Operator is authorized to cause such property to be removed by a person regularly engaged in the business of towing, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the property is subject to removal at the Occupant's expense after termination of the Agreement or upon Occupant's default. Operator shall incur no liability to Occupant for causing the property to be removed pursuant to this paragraph. **If the Occupant is storing any Vehicles or Watercraft, Occupant will execute an Addendum.**

34. **PERMISSION TO COMMUNICATE:** Occupant recognizes that Operator and Occupant are entering into a business relationship as Operator and Occupant. As such, Occupant hereby consents to Operator phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices, and that these conditions are related to the business relationship. **Occupant specifically consents to receiving text messages from Operator at the cell phone number provided by Occupant in this Agreement or at any other cell phone numbers provided by Occupant to Operator. Texts from Operator to Occupant may provide alerts regarding the Occupant's account with Operator, Occupant's tenancy in the Storage Space, Occupant's use of the Premises, rental or sales promotions from Operator, and/or the business relationship between Operator and Occupant. Occupant understands that text messaging rates will apply to any messages received from Operator. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Operator. Occupant also understands that Occupant or Operator may revoke this permission in writing at any time. Occupant agrees not to hold Operator liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Operator of said change or be liable for any fees or charges incurred.**
OCCUPANT INITIALS _____.

35. **CROSS-COLLATERALIZATION OF STORAGE SPACES:** When Occupant rents more than one Storage Space at this Premises, the rent is secured by Occupant's property in all the Storage Spaces rented. A default by Occupant on any Storage Space shall be considered a default on all Storage Spaces rented. Operator may exercise all remedies available to it including denial of access to the Storage Space and the Premises and sale of the stored property if all rent and other charges on all Storage Spaces are not paid when due.

36. **ARBITRATION:** In the event of any claim, dispute or lawsuit by Occupant against Operator (or Operator against Occupant) arising from Occupant's rental or use of the Storage Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. **THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OPERATOR AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT.** Operator will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Operator may then choose to arbitrate. The arbitration must be

brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. **The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found www.namadr.com.** Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Operator with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Operator and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. **IF OPERATOR CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT’S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.**

37. **OCCUPANT’S LIABILITY:** In the event of a foreclosure of the Occupant’s interest in the Storage Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Operator may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Operator may dispose of said property in any manner considered appropriate by the Operator.

38. **ACCESS TO STORAGE SPACE AND PREMISES DUE TO EMERGENCIES/WEATHER:** Operator reserves the right to deny access to the Storage Space and/or the Premises to all occupants due to federal, state, or local emergencies or due to inclement weather. Operator shall incur no liability to Occupant for the denial of Occupant’s access to the Storage Space and/or Premises due to federal, state, or local emergencies or inclement weather.

39. **CONDUCT:** Occupant and Occupant’s guests and invitees shall behave, conduct themselves, and communicate with Operator, Operator’s employees and agents, and other occupants in a professional, businesslike manner while at the Premises. Abusive or harassing language or conduct by Occupant or Occupant’s guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Operator shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the Premises and denial of access to the Storage Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant’s property from the Storage Space and the Premises.

40. **OPERATORS EMPLOYEES:** Should any of Operator’s employees perform any services for Occupant at Occupant’s request, such employees shall be deemed to be the agent of the Occupant, regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Operator harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Operator. Notwithstanding that Operator shall not be liable for such occurrences; Occupant agrees to notify Operator immediately upon the occurrence of any injury, damage or loss suffered by the Occupant or other persons on or within the Premises.

41. **ELECTRONIC SIGNATURE:** Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Occupant and Operator. Additionally, Occupant certifies that he/she is age 18 or above.

42. **AUTOMATIC PAYMENT: IF CREDIT CARD OR OTHER PAYMENT INFORMATION IS PROVIDED BY CUSTOMER TO OPERATOR, CUSTOMER AUTHORIZES OPERATOR TO AUTOMATICALLY PROCESS THE PAYMENT VIA THE METHOD PROVIDED ON OR NEAR THE MONTHLY DUE DATE FOR MONTHLY RENTAL CHARGES, TAXES, INSURANCE, AND OTHER FEES AS APPLICABLE UNLESS OTHERWISE DIRECTED BY CUSTOMER. IT SHALL BE CUSTOMER’S SOLE RESPONSIBILITY TO PROVIDE OPERATOR WITH ACCURATE, CURRENT AND WORKING PAYMENT INFORMATION. THE FAILURE TO PROVIDE SUCH MAY RESULT IN NON-PAYMENT OF MONTHLY RENTAL CHARGES AND OTHER ACCRUED CHARGES ALLOWING OPERATOR TO SELL CUSTOMER’S PERSONAL PROPERTY PURSUANT TO SECTION 22 BELOW. IT SHALL BE CUSTOMER’S SOLE RESPONSIBILITY TO VERIFY THAT PAYMENTS ARE MADE AND BY WHAT METHOD PAYMENTS ARE MADE. CUSTOMER MAY CANCEL AUTOMATIC PAYMENTS AT WWW.STORAGEWORLDINC.COM AND LOGGIN IN AND SELECTING THE DROP DOWN OPTION UNDER ACTIONS AND CLICKING “NO” FOR ENABLE AUTOPAY OR IN PERSON AT THE FACILITY’S OFFICE.**

THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING RENTAL RATE AND OTHER CHARGES, ARE SUBJECT TO CHANGE UPON 30 DAYS’ WRITTEN NOTICE DELIVERED TO THE LAST KNOWN ADDRESS OF THE OCCUPANT.

CAUTION--IT IS IMPORTANT THAT YOU READ THIS CONTRACT BEFORE YOU SIGN IT.

OCCUPANT’S SIGNATURE:

DATE:

SIGNATURE OF OPERATOR’S REPRESENTATIVE:

DATE:

RULES AND REGULATIONS

3009 McGehee Rd Montgomery AL 36111

- 1. Limited Access.** Occupant shall have access to the Premises from 6:00 AM to 10:00 PM. Commercial Occupants, under certain circumstances and with Owner's approval, may have 24 hour access.
- 2. Denial of Access/Overlock.** If rent is not paid within five (5) days of the monthly due date, Owner has the right to deny access and will overlock Occupant's space. Access will not be reestablished and overlock will not be removed until account is paid in full. **Note: Overlock can only be removed when office is open.**
- 3. Locks.**
 - a. Owner requires that Occupant use a "Disc Lock" or other approved lock that is of high quality and not easily breached.
 - b. **Occupant may place only one lock on locking mechanism of Space door.** The other slot is for use by Owner. Any unauthorized lock placed on locking mechanism will be removed and Occupant will be charged a Cut Lock fee.
 - c. Occupant is solely responsible for ensuring that Space is locked correctly.
- d. OCCUPANT MUST REMOVE LOCK from space at move-out to avoid additional charges.**
- 4. Gate Access:** Occupant shall not tailgate. Occupant must proceed without delay or distraction once the gate is fully open. Owner is not responsible for any damage or injury caused by tailgating or any other negligent use of gate.
- 5. Returned Check/ACH Bank Debit/Credit card Chargeback.** Owner does not re-process any check or ACH bank debit that has been dishonored by the financial institution on which it is drawn. A fee of \$30 will be assessed to Occupant's account for any returned check or ACH bank debit or credit card chargeback, and all future payments by Occupant will need to be made with cash, money order, credit card or debit card.
- 6. Balance Due.** Occupants who move-out with a balance due will have their account turned over to a collection agency.
- 7. Prorated Rent.** Owner does not prorate rent at move-out.
- 8. Contact Information. Occupant must give Owner prompt notice of any change in contact information.** Changes in address or e-mail address must be submitted on a 'Change of Contact Information' form either in person or verified mail. Occupant may request the Owner's electronic preformatted form and submit from Occupant's email address as shown on the Rental Agreement or update the profile information in Occupant's account on Owner's website at www.storageworldinc.com.
- 9. Trash.** Occupant will be billed a cleaning fee of \$75 for any trash left in Space at move-out. If items are left in the Space additional charges may be assessed based on the cost of removal.
- 10. NO Business Operations.** Occupant shall not operate a business in the Space or on the Premises.
- 11. NO Unauthorized Use.** Occupant shall observe and comply with all policies of insurance and governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Premises. Occupant shall not store anything in the Premises in such quantities as may be prohibited by law or under the Rental Agreement, or which may endanger any part of the Premises and other occupants or persons and their property. Occupant shall not commit or allow to be committed any nuisance, waste, or other act which may disturb the quiet enjoyment of any person. If Occupant shall do anything in or about the Premises which shall cause an increase in the rate of insurance of Owner, Occupant shall immediately pay the full amount of such increase. Owner may elect to make such payment in which case Occupant shall immediately reimburse Owner the amount so advanced as additional rent.
- 12. NO Burning.** Occupant shall not burn any trash, papers, or garbage of any kind in or about the Space or Premises.
- 13. NO Smoking.** No smoking is permitted inside the gated area of the Premises.
- 14. NO Sleeping.** Occupant shall not use or permit the use of the Space or Premises, including the Common Area, parking lot and driveways, or any portion thereof as living quarters (in a vehicle or otherwise), sleeping apartments or lodging area.
- 15. NO Signs.** Occupant may not affix any signs, bumper stickers or other advertising, marketing, political or religious matter anywhere on the Premises.
- 16. NO Overnight Parking.** Occupant may not use the Premises, including the parking lot and driveways, for overnight parking of VEHICLES OF ANY TYPE without express WRITTEN AUTHORIZATION.
- 17. NO Auctions.** Occupant shall not conduct any sale or auction in, upon or from the Premises or the Common Area, whether said action be voluntary, involuntary, pursuant to an assignment for the benefit of creditors, bankruptcy or other insolvency or like proceeding or for any other reason.
- 18. Miscellaneous.** Occupant shall not injure the reputation of Owner, or in any manner impair the structural integrity of the facility of which the Premises are a part. Owner, at its sole discretion, shall have the following rights exercisable without notice (except as expressly provided to the contrary by law or in the Rental Agreement) and without being deemed an eviction or disturbance of Occupant's use or possession of the Premises or giving rise to any claim for set-off or abatement of Rent; (1) to change the name or street address of the Facility, upon thirty (30) days' prior written notice to Occupant; (2) to install, affix and maintain all signs on the exterior and/or interior of the Facility; (3) to display the Premises to prospective purchasers, ground lessors or mortgagees or prospective occupants at all reasonable hours; (4) to grant to any party the exclusive right to conduct any business or render any service in or to the Facility, provided such exclusive right shall not operate to prohibit Occupant from using the Premises for the purposes permitted hereunder; (5) to prohibit the placing of vending or dispensing machines of any kind in or about the Premises; (6) to take any and all reasonable measures, including inspections of the Premises as may be necessary or desirable in the operation or protection thereof; (7) to install, operate and maintain security systems which monitor, by closed circuit television or otherwise, all persons entering and leaving the Premises; and (8) to install and maintain pipes, ducts, conduits, wire and structural elements located in the Premises which serve other parts or other occupants of the Facility.
- 19. Premises AS IS:** Occupant accepts the Premises as suitable for the purpose for storage of personal property in a non-climate controlled

environment, or in the event Occupant rents a climate controlled Space, Occupant accepts the Premises as suitable for the purpose for storage of personal property in Space equipped to maintain the temperature above 49 degrees Fahrenheit and below 86 degrees Fahrenheit.

This is not a contract of insurance and the facility operator is not an insurance company.

Protection Agreement

Addendum to “_____” Rental Agreement

Tenant: _____ Space #: _____ Date: _____

This self-storage facility provides you with a basic level of service pursuant to the terms and conditions of the “_____” Rental Agreement that you signed (hereinafter “Rental Agreement”). The Rental Agreement states your property is stored at your sole risk of loss or damage, the self-storage operator is not liable for loss of or damage to your stored property, and you must insure your property while it is on the premises.

1. Customer Self Storage Protection Agreement – Owner’s Limited Retention of Legal Liability:

Limit	Additional Rent	Initial Choice
\$ 2,000	\$9	—
\$ 3,000	\$10	—
\$ 5,000	\$ 12	—

In consideration of the payment as initialed above in additional monthly rent, Owner shall not require the release of liability for property damage as stated in Paragraph 8 of the Rental Agreement, up to the amount indicated above, and also does not require you to insure your stored property as otherwise required by Paragraph 9 of the Rental Agreement.

Instead, Owner shall retain, rather than extinguish, its liability as imposed by law. The liability of the Owner under this agreement shall be limited to loss or damage that occurs as a result of the Owner’s negligence or as a result of acts or omissions for which the Owner is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Loss or damage may be caused by but not necessarily limited to fire, smoke, theft, water damage or vandalism resulting from negligent operations of the facility operator.

2. Limit: The most the Owner will pay for loss or damage to your stored property under this Agreement is as initialed above. If the limit of this Protection Agreement exceeds the limit listed in Paragraph 7 of the Rental Agreement then the value of property stored by the Occupant may be increased to the limit of this Protection Agreement. Occupant agrees that any increases in the value allowed by this Agreement will not apply to the types of property described in Paragraph 3 below.

3. Property Owner Will Not Pay to Repair or Replace: The Owner will not pay for loss of or damage to property that is in the open and not in a locked fully enclosed self storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any property you are not permitted to store under the terms of the rental agreement; collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, animals, stolen goods or contrabands.

4. Mysterious Losses: Owner will not pay for any losses resulting from unknown or mysterious causes.

5. The Owner Will Not Pay for Damage to Occupant’s Stored Property Caused by any of the following: flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump;

6. moths, insects, rodents or vermin in excess of \$500; mold, mildew, or wet or dry rot; terrorist attack, war or military action; earthquake or volcanic eruption; including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination.

7. **The Amount Owner Will Pay if there is a Loss:** For any single Owner's Liability Event, Owner will pay the lesser of the actual amount you reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. In no event will Owner pay more than the limit stated in paragraph 2.

8. **Failure to Pay Rent:** If rent is not received within 6 days of the due date, Occupant's participation in the Protection Agreement shall terminate and Owner shall not be liable for loss of or damage to Occupant's stored property from any cause whatsoever. At Owner's sole discretion, Occupant's participation in the Protection Agreement may be reinstated upon payment of all rent and other charges due and owing.

9. **Notification and Claims Filing Time Limits:** Notice of loss and/or damage must be made to the self storage operator at the time of loss or damage to the tenant's property, or when discovered upon removing the property from the unit, whichever is the soonest. All claims must be submitted within 30 days of discovery to be honored. Tenant agrees to cooperate with the adjuster when filing a claim in order to ensure quick settlement. **Please visit StorelocalClaims.com for claims handling and instructions. A tollfree number is provided on this site.**

10. **Participation Termination:** Customer may cancel participation in this plan upon ten (10) days written notice to Owner. Owner may cancel this plan upon thirty (30) days written notice to Customer.

11. **The Rental Agreement:** All terms and conditions of the Rental Agreement not specifically modified by this addendum are in effect and binding on both Owner and Customer and are incorporated by reference herein.

____ (initial) I do not wish to participate in this Protection Agreement. I understand that Owner shall not be liable for loss of or damage to my stored property from any cause, including the Owner's negligence or other failures by the Owner to fulfill the legal obligations that would otherwise be applicable. I acknowledge that I am required to insure my personal property while it is on the premises.
Homeowners/Renters Insurance Carrier: _____ Policy # _____

NOTICE: This limited retention of liability is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this Agreement. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.

Tenant Name: _____ Space #: _____
Tenant Signature: _____ Date: _____
Owner's Agent/Manager: _____ Date: _____