

(C) Pogoda Management Company (11/22/2016)

**THIS RENTAL AGREEMENT (hereinafter called "Agreement") dated <TENANT.LEASESIGNDATE> is made by and between <SITE.NAME> (hereinafter called "Landlord") and <TENANT.NAME> (hereinafter called "Tenant").**

**1. Tenant Information:**

(This information can only be changed by written, signed notice from the Tenant)

<TENANT.NAME>  
<TENANT.UNITNAME>  
<TENANT.STREETADDRESS1> <TENANT.STREETADDRESS2>  
Size:<TENANT.UNITLENGTH> x  
<TENANT.REGION> <TENANT.POSTALCODE>  
Phone Number: <TENANT.HOMEPHONE>  
<TENANT.GATECODE>  
Work Phone: <TENANT.WORKPHONE>  
<TENANT.RENTALRATE>  
Email Address: <TENANT.EMAIL>

**By electing to provide its e-mail address, Tenant agrees that notice by Landlord may be given to Tenant via e-mail.**

Driver's License/State I.D.: <TENANT.DRIVERSLICENSE>  
fee:<Fee.LeaseAdmin>

Protection Plan:

YOU SHOULD SUPPLY US WITH THE NAME AND ADDRESS OF ANOTHER PERSON WHO CAN REACH YOU IF YOU ARE NOT AT YOUR MAILING ADDRESS, AND WE WILL NOTIFY THAT PERSON AT THE SAME TIME AND IN THE SAME MANNER AS WE NOTIFY YOU.

Received: \_\_\_\_\_

<TENANT.DUEDAY>

Alternate contact information:

<TENANT.ALTNAME> <TENANT.ALTPHONE>  
<TENANT.ALTSTREETADDRESS1> <TENANT.ALTSTREETADDRESS2>  
<TENANT.ALTCITY>, <TENANT.ALTREGION> <TENANT.ALTPOSTALCODE>  
Phone:<TENANT.ALTPHONE>  
Email Address:<TENANT.ALTEMAIL>

Are you currently in the U.S. military? <ESign.RadioButtonPair: Yes:No>  
(Must provide military ID)

If you are a member of the armed forces, a reserve branch of the armed forces or the Michigan National Guard who is transferred or deployed overseas on active duty for a period of 180 days or more, you may provide notice with written evidence of the transfer or deployment to the Landlord in order to prevent the contents of your storage space from being sold for non-payment of rent per the provision of Michigan Code 570.521 et. seq. during your transfer or deployment.

Initial if you would like either option listed below

<ESign.Checkbox> Monthly invoice sent to you (\$1.00 charge per month)

<ESign.Checkbox> Automatic credit card billing:

Card #:<ESign.TextBoxOptional>  
<ESign.TextBoxOptional>

Security code: <ESign.TextBoxOptional>

Exp. Date:

**Storage Space #:**

Approx.  
<TENANT.CITY>,  
<TENANT.UNITWIDTH>  
Access code:

Monthly Rent:

Administration

Monthly Service Fee Re: Advantage

<TENANT.INSURPREMIUM>

Paid Thru: <Tenant.PaidThruDate>  
**Total**

**RENT IS DUE ON THE  
OF EACH MONTH**

Tenant authorizes Landlord to keep Tenant's signature on file and charge the above credit card for the rent and administration and service fees  
on or related to Tenant's storage space each month ("monthly charges") until Tenant gives written notice to Landlord to discontinue automatic  
monthly charges to Tenant's credit card. Tenant understands that if Tenant's credit card is declined for any reason, Tenant is responsible for  
monthly charges and any and all late charges that may accrue on Tenant's account.

MAIN ITEMS BEING STORED IN UNIT: Will your storage unit contain any of the following items: Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools. <ESign.RadioButtonPair:Yes:No>

Motor Vehicles (VIN Required) , Other Vehicles/Trailers (Registration number required), <ESign.RadioButtonPair:Yes:No>

Enter VIN or Registration number: <ESign.TextBoxOptional>

**LIENHOLDERS:** Are you the owner of the belongings that will occupy the space?<ESign.RadioButtonPair:Yes:No>  
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*If "NO", the owner's name and address must be provided in the following section.* Tenant attests that the personal property in his/her space(s) is free and clear of all liens and secured interests except for:  
<ESign.TextBoxOptional>

**NOTICE: IF YOU FAIL TO MAKE YOUR REQUIRED PAYMENTS, YOU WILL HAVE TO VACATE THE UNIT OR YOUR PROPERTY MAY LATER BE SOLD AT A PUBLIC SALE. BEFORE THE SALE, YOU WILL BE NOTIFIED BY FIRST CLASS MAIL OR BY ELECTRONIC MAIL OF THE AMOUNT DUE. THE NOTICE WILL BE MAILED TO YOUR LAST KNOWN ADDRESS. IN ORDER TO PRESERVE YOUR RIGHT TO BE NOTIFIED, IT IS IMPORTANT THAT YOU NOTIFY US OF ANY CHANGE IN YOUR MAILING ADDRESS. ALSO, YOU SHOULD SUPPLY US WITH THE NAME AND ADDRESS OF ANOTHER PERSON WHO CAN REACH YOU IF YOU ARE NOT AT YOUR MAILING ADDRESS, AND WE WILL NOTIFY THAT PERSON AT THE SAME TIME AND IN THE SAME MANNER AS WE NOTIFY YOU.**

2. **Term:** Landlord rents to Tenant, beginning on <TENANT.LEASESIGNDATE> and ending on<Date.InsertPrompt>, that certain storage space designated as shown in Paragraph 1 above, subject to the terms and conditions of this Agreement. Should Tenant hold over and retain the premises beyond the term set forth herein, Landlord may elect to continue this Agreement on a month-to-month basis, or may terminate or exercise any other available remedies.
3. **RENTAL:** Tenant shall pay Landlord the monthly rent shown in Paragraph 1 above. The initial rental payment, as computed above, shall be paid on the date of execution of this Agreement; thereafter, all rent shall be paid on or before the monthly anniversary of the date of execution of this Agreement. No monthly statements or reminders will be sent by Landlord unless selected above by Tenant. **Tenant understands that rent is NOT pro-rated at the time of move-out and a partial month's unused rent is NOT refundable.** Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Tenant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment on Tenant's account prior to the published auction date will stop the scheduled sale of the property. Landlord reserves the right from time to time to change the rental rate charged at the initial term of this Agreement. **Rent payments made after the Landlord's normal and/or posted office business hours will be credited to the Tenant's account on the next business day.**
4. **OTHER CHARGES:** Tenant agrees to pay applicable late charges as set forth in Paragraph A below, plus any other applicable charges set forth in Paragraph B or elsewhere in this Agreement. Late fees apply with or without notice.
  - A. **Late and Auction Charges:** If Tenant fails to pay rent before or on the fifth (5th) calendar day after said rent is due, a late fee of \$20.00 or 20% of the Tenant's rental rate, whichever is greater, will be charged to the Tenant's account. Said late charge shall be considered liquidated damages and reasonable and are not a penalty. Late charges will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. Landlord's over-lock will be removed on the next business day after a delinquent account is paid in full. Tenant shall be charged an **Inventory/Sale** preparation charge of \$75.00 to cover the cost of actions described in the Paragraph on Landlord's Lien, in addition to any other amounts due, as early as the thirty-fifth (35th) day after said rent is due. **Returned check charge** shall be \$30.00 for each returned check or whatever greater amount is allowed by <SITE.REGION> state law. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

B. **Security Deposit:** In no event is Landlord obligated to apply the security deposit against rents, late charges, returned check charges, or upon damages for the Tenant's failure to perform this Agreement; however, the Landlord may so apply the security deposit at its option. The Landlord's right to take possession of the premises and the contents thereof for non-payment of rent or any other reason shall not, in any event, be affected by reason of the fact that the Landlord holds the security deposit. To the extent that the Landlord does not apply the security deposit as provided herein, said deposit is to be returned to Tenant if and only if Tenant (i) gives written notice of termination of this Agreement ten (10) days prior to the date on which Tenant terminates,

and (ii) upon termination, Tenant vacates the premises on said day in a clean and empty condition with Tenant's lock removed, satisfactory to Landlord, and (iii) Tenant has complied with the terms and conditions of this Agreement, and the rules and regulations posted at the facility. Landlord shall not be obliged to keep the security deposit as a separate fund.

**5. TERMINATION:** This Agreement shall continue from month to month unless Tenant or Landlord delivers to the other party a written notice of its intentions to terminate the agreement at least ten (10) days prior to the end of the current rental period. Tenant must vacate the space no later than the day before the anniversary date of this Agreement or another month's rent is due. Tenant is responsible for all rent and other charges as long as Tenant's lock remains on the storage space. Upon vacating, Tenant must leave the storage space empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean storage space upon vacating, Tenant shall pay the actual cost of emptying and cleaning storage space in addition to any other amounts due per the provisions of this Agreement. Rent and other fees will continue to accrue until Tenant's lock is removed from the space.

**6. DENIAL OF ACCESS:** Pursuant to Michigan law, Landlord may deny Tenant access to the storage space when rent is more than five (5) days past due. Additionally, if Tenant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Landlord to deny access to Tenant to all rented Spaces.

**7. USE OF STORAGE SPACE:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to use the space for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Tenant agrees not to commit waste, nor to create a nuisance, nor alter or affix signs on the space, and will keep the space in good condition during the term of the Agreement. **Tenant agrees not to store flammables, stolen property, perishables, guns, explosives, ammunition, anything alive or dead, food of any type, perishables, collectibles, heirlooms, jewelry, works of art, or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the property in the storage space.** There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. Tenant shall use electrical outlet for lighting purposes only and shall not engage in any activity that interferes with the use of the facility by other Tenants or the Landlord. Tenant understands the premises is not heated or cooled, unless Tenant is renting a storage space specifically designated as such by Landlord. To use any heating or cooling device is prohibited without the consent of Landlord.

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**8. LIMITATION OF VALUE: Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Landlord. If such written permission is not obtained, the value of Tenant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything after the release of Landlord's liability set forth below.**

**9. HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity as set forth above specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

**10. LANDLORD'S LIEN:** If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expenses incurred by the Landlord within fourteen (14) days after the delivery of notice, Tenant's property in or on the premises will be advertised for sale and will be sold at a specified time and place as allowed by the Michigan Self-Service Storage Facility Act. The following publicly available website (or other website specified by the Landlord by written notice to the Tenant) may be used by Landlord to advertise any public sale of Tenant's property as provided by law: [www.storageauctionnotices.com](http://www.storageauctionnotices.com). Prior to advertising the Tenant's space for sale at public auction, the Tenant's lock will be physically removed, an inventory will be taken of the space's contents and the space will be sealed with a Landlord's over lock and inventory tag. The Landlord is not liable for any damages or claims related to the release, use, or misuse of confidential, proprietary or personal identification information contained in any documents or other media stored by a tenant in the facility or unit after the sale or other disposition of the documents or media. If Landlord reasonably believes that a storage space contains any documents or other media containing confidential, proprietary, or personal identification information, the Landlord is authorized to destroy any or all of the documents or media in lieu of a sale.

**11. CARE OF THE PREMISES:** Tenant, Tenant's agents, employees, invitees and/or guests, will maintain the premises in good condition, reasonable wear and tear excepted, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature. **Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord.** Failure to obtain permission may result in a fee charged to Tenant's account.

**12. DAMAGE BY TENANT:** Tenant is responsible for the cost to repair any and all damage to the storage space, security gate and any other part of the premises caused by Tenant, Tenant's agents, employees, invitees and/or guests. Should Tenant damage or depreciate the space, or make alterations or improvements without the prior consent of the Landlord, or require the Landlord to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Tenant. Landlord has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Landlord to deny Tenant access to the Space.

**13. INSURANCE:** Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a

material condition of this Agreement and is for the benefit of both Tenant and Landlord. **Failure to carry the required insurance is a breach of this Agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance.** Tenant may obtain insurance from the insurance company of Tenant's choice. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents and/or employees for loss of or damage to stored property. Tenant shall provide evidence of the required insurance coverage in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Landlord shall keep a copy of the Insurance Policy at all times and Tenant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this rental agreement. **If Tenant does not carry the required insurance coverage or does not provide Landlord with an Insurance Policy, then Landlord shall enroll Tenant in the insurance program made available at Landlord's facility ("Landlord's Insurance Program"), with a minimum amount of coverage. Tenant's insurance payment shall be paid with rent on the monthly anniversary rental due date, in advance and without demand and sent to Landlord at the same time and in the same manner as the Rent obligation described above. Notwithstanding the language set forth in this provision, Landlord's Insurance Program shall not apply to motor vehicles, boats, personal watercraft, trailers and any property stored by Tenant in open lots or non-fully enclosed, secured garages or storage units.**

**14. RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents, and/or employees.

**15. RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts of negligence of the Landlord, Landlord's agents, and/or employees.

**16. INDEMNIFICATION:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

**17. CONDITION OF PREMISES:** Tenant assumes responsibility for having examined the premises and hereby accepts it AS IS and as being in good order and condition. Tenant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space.

**18. LANDLORD'S RIGHT TO ENTER:** Tenant grants Landlord, Landlord's agents, employees and/or representatives of any governmental authority, including police and fire officials, access to the lease space upon three (3) days advance written notice to Tenant. In the event of an emergency, Landlord, Landlord's agents, employees and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

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**19. TENANT'S ACCESS:** Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity, limiting hours of operation, and inspecting vehicles. Notwithstanding installation of such devices, Landlord shall in no event be liable for any damages or injury caused by Tenant's inability to move between floors or to gain access to, or exit from the premises, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. Access will be denied to any party other than the Tenant, unless said party retains gate code and key to lock on Space or has supplied Landlord with written authorization from the Tenant to enter the Space.

**20. LOCKS:** Tenant agrees to use and Tenant shall provide at Tenant's expense the type of lock on the storage space specified by Landlord. Tenant agrees to keep storage space locked when Tenant is not present at premises. If Landlord does not specify a type of lock, Tenant shall provide at Tenant's sole expense, a lock for the space which Tenant, in Tenant's sole discretion deems sufficient to secure the storage space. Landlord may, but is not required to, lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant. Locks placed by Landlord on a storage space for any reason will only be removed during the Landlord's normal office business hours. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the Space is rendered unsecure in any manner, Landlord may, at its sole option, take whatever measures are deemed reasonably necessary by Landlord to re-secure the access to Tenant's Space. Landlord is not responsible for taking any measures or for notifying Tenant that the Space has become unsecure. The fact that Landlord has taken measures to re-secure the access to Tenant's Space under this paragraph shall not alter the release of Landlord's liability, nor shall such measures be deemed conversion of Tenant's Property in the Space.

**21. CLIMATE CONTROL:** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Landlord does not warrant or guarantee temperature or humidity ranges in the spaces due to changes in outside temperature and humidity. **Do not store property that can be damaged by fluctuations in temperature or humidity in the storage space.** Tenant waives any claim for loss of or damage to stored property from Landlord'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 Landlord.

**22. ENTRY AND EXIT GATE(S):** If automated entrance and/or exit gate(s) are in use at the premises, Tenant understands and

agrees that an access code or card must be used by each vehicle that enters or exits the property. Failure to do so may result in a fine of \$50.00 per vehicle.

**23. PROPERTY LEFT ON PREMISES:** Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in disposing of such property.

**24. RULES:** Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleaning of the premises, or the preservation of good order on the premises. Tenant agrees to follow all of Landlord's rules now in effect or which may be put into effect from time to time. Tenant agrees to observe the 5 mph speed limit on the premises.

**25. RELOCATION:** Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

**26. SUBLEASE:** Tenant may not assign this Agreement or sublet the premises.

**27. SEVERABILITY:** It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

**28. GOVERNING LAW:** This Agreement shall be subject to and governed by the laws of the State of <SITE.REGION>.

**29. WAIVER:** The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

**30. SURVIVAL OF COVENANTS:** All portions of this Agreement, which by necessity are required to be enforced by either party, are enforceable beyond the date of the termination of this Agreement.

**31. ATTORNEY'S FEES:** In the event the Landlord 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 Tenant, the Tenant agrees to pay to the Landlord the reasonable costs, expenses, and attorney's fees incurred in any such action.

**32. WAIVER OF JURY TRIAL:** Landlord and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Landlord against Tenant, or Tenant against Landlord on any matter arising out of or in any way connected with this Agreement, Tenant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

**33. RULES AND REGULATIONS:** Tenant agrees to be bound by the Rules and Regulations as posted by the Landlord from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.

**34. NOTICES FROM LANDLORD:** All notices from Landlord shall be sent by first class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

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**35. NOTICES FROM TENANT:** Tenant represents and warrants that the information Tenant has supplied in the Agreement is true, accurate and correct and Tenant understands that Landlord is relying on Tenant's representations. Tenant agrees to give prompt written notice to Landlord of any change in Tenant's address, any change in the liens and secured interest on Tenant's property in the Space and any removal or addition of property to or out of the Space. Tenant understands he must personally deliver such notice to Landlord or mail the notice by certified mail, return receipt requested, with postage prepaid to Landlord at the address shown on the Agreement or by e-mail only if e-mail is acknowledged by Landlord.

**36. CHANGES:** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Landlord ten (10) days prior written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective and apply to his occupancy.

**37. MILITARY SERVICE:** IF YOU ARE IN THE MILITARY SERVICE, Tenant must provide written notice to Landlord. Landlord will rely on this information for the Service Members Civil Relief Act.

**38. FINANCIAL INFORMATION:** Landlord does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or actions against Landlord for damages arising from the use of said information by others.

**39. PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Tenant recognizes that Landlord and Tenant are entering to a business relationship as Landlord and Tenant. As such, to the extent any Federal or State law prohibits Landlord from contacting Tenant by phone, fax, e-mail or text, Tenant hereby consents to Landlord phoning, faxing, e-mailing and texting Tenant with marketing and/or other business-related communications (including automated calls and texts. Tenant also consents for Landlord to use social media to communicate with Tenant.

**40. STORAGE OF MOTOR VEHICLES:** In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Tenant's default for 60 days, and in addition to all other rights and remedies available to Landlord, Landlord is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense. Landlord shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this paragraph.

**41. ENTIRE RENTAL AGREEMENT:** This Agreement contains the entire agreement between Landlord and Tenant and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Space for the storage of Tenant's property, and that Tenant has made his or

her own determination of such matters solely from inspection of the Space and the Facility. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord, the Manager or by any of their respective agents, employees or affiliates purporting to modify or add to this Agreement.

TENANT SIGNATURE: <ESign.Signature1>

DATE: <Date.Notice>

MANAGER SIGNATURE: <ESign.Signature2>

DATE: <Date.Notice>

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**OLD REPUBLIC INSURANCE COMPANY  
SELF STORAGE TENANT INSURANCE ENROLLMENT FORM**

Operator: <HomeOffice.Name>  
<Insurance.ProjectNumber>

Facility Name: <Site.Name>

Master Policy Number:

Applicant Name: <Tenant.Name>  
<Tenant.UnitName>

Unit or Space #:

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE CERTIFICATE OF INSURANCE, I WANT TO ENROLL IN THE SELF STORAGE TENANT INSURANCE PROGRAM UNDERWRITTEN BY OLD REPUBLIC INSURANCE COMPANY AND ADMINISTERED BY XERCOR INSURANCE SERVICES LLC AS FOLLOWS:

Amount of Insurance: \$<Tenant.InsurCoverage>

Monthly Premium: \$<Tenant.InsurPremium>

Insurance Start Date: <Tenant.InsurCoverageStart>

Initials: <ESign.Initials1>

I acknowledge that I have elected to purchase insurance through Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected and initialed above is the maximum limit and is subject to a \$100 deductible. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

I authorize the Owner, landlord, lessor, operator (herein Operator) to collect my Monthly Premium and to submit it to the insurance company on my behalf.

My coverage will begin as of <Tenant.InsurCoverageStart> for the Amount of Insurance I have selected above, but only after I have properly completed and signed this Enrollment Form, made the first premium payment, and received a Certificate of Insurance. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the Monthly Premium shown above. My insurance will be renewed each month until I terminate the insurance or my lease or rental agreement on the storage unit or space is terminated. I understand that the Monthly Premium is due each month on or before the monthly renewal date and that the Monthly Premium is fully earned each month.

Failure to pay any premium in full each month will result in the cancellation of my insurance, without notice.

I understand that the opportunity to purchase insurance for property stored within a building is available to all tenant/occupants who have entered into a rental or lease agreement with the Operator for enclosed storage unit or space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other locations. Furthermore, certain types of property that I may store in an enclosed storage unit or space are excluded from coverage. It is my responsibility to read the Certificate of Insurance and understand how it may exclude coverage for some of my belongings and for some causes of loss.

I understand that I will receive 90 days of notice of changes in the premium rates, if any, and the new rate shall be payable as my Monthly Premium beginning the month after the 90 day notice period is exhausted. I have received a Self Storage Tenant Insurance program brochure and Certificate of Insurance. I understand the manager and staff at this facility are NOT insurance agents. Please direct any questions regarding the insurance you purchased to Xercor Insurance Services LLC at:

Xercor Insurance Services LLC  
8435 Keystone Crossing, Suite 240  
Indianapolis, IN 46420  
1-844-769-2904

California License Number: 0L23065

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in and enrollment form or in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Not applicable in AL, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NY, OH, OK, OR, PA, RI, TN, VA, WA, and WV.

**Alabama**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Colorado**-It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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**District of Columbia**-WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida**-Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**Kansas**-Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Kentucky**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine, Tennessee, Virginia, and Washington**-It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland**-Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey**-Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**New York**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio**-Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma**-WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Oregon**-Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Pennsylvania**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rhode Island**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**West Virginia**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I hereby request to enroll in the Self Storage Tenant Insurance program for the Amount of Insurance shown above. I have voluntarily elected to enroll in this Master Policy Insurance program and I have read and completed this Enrollment form.

PRINTED NAME: <Tenant.Name>

APPLICANT'S SIGNATURE: <ESign.Signature1>

DATE SIGNED: <Date.Notice>

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**MICHIGAN CERTIFICATE OF INSURANCE  
SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER:  
<Insurance.ProjectNumber>**

This is to certify that the tenant named on this Certificate has arranged insurance as hereinafter specified and underwritten by  
Old Republic Insurance Company

**Tenant Name: <Tenant.Name> Space: <Tenant.UnitName>  
Customer of: <HomeOffice.Name> <Site.Name> Date: <Tenant.LeaseSignDate>  
<Site.StreetAddress1> <Site.City>, <Site.Region> <Site.PostalCode>**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS FOLLOWS:



**DEFINITIONS:** When used in reference to this insurance, “you” and “your” refer to the person(s) named as tenant in the “rental agreement”. “We,” “us” and “our” refer to the insurance company. In addition, certain words and phrases are defined as follows:

**AMOUNT OF INSURANCE** - means the coverage limit on the “enrollment form” that you signed.

**ENROLLMENT FORM**- means the form titled Self Storage Tenant Insurance Enrollment Form.

**BURGLARY** - means the act of stealing Covered Property by forcible entry into the self storage unit or space described in the “rental agreement”.

**OPERATOR** - means the owner, landlord, lessor or “operator” of the self storage facility.

**PREMIUM** - means the amount shown in the “enrollment form” as premium for your insurance.

**RENTAL AGREEMENT** - means the lease or rental agreement executed and in effect between the “operator” and you.

**EFFECTIVE DATE:** This insurance begins on the date shown on the “enrollment form”. This insurance shall remain in effect until terminated or cancelled as provided by this Certificate.

**COVERED PROPERTY:** We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage unit or space described in the “rental agreement”.

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$100. We will then pay the amount of adjusted loss or damage in excess of the deductible, up to the “amount of insurance”.

**COVERED CAUSES OF LOSS:** We will pay up to the “amount of insurance” for direct physical loss of or damage to Covered Property caused by the following:

- a. Fire or lightning;
- b. Windstorm or hail;
- c. Cyclone, tornado or hurricane;
- d. Explosion or sonic boom;
- e. Strikes, riot or civil commotion;
- f. Aircraft, self-propelled missiles or spacecraft;
- g. Vehicles;
- h. Smoke;
- i. Vandalism or malicious mischief;
- j. Falling objects, if the building’s exterior containing the Covered Property is first damaged by falling objects;
- k. Weight of ice, snow or sleet;
- l. Collapse of buildings containing the property insured;
- m. Water damage except for loss or damage caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system as provided below under **ADDITIONAL COVERAGES**, paragraph e. **FLOOD**.
- n. Landslide, including sinkhole collapse;
- o. Earthquake;
- p. Volcanic eruption; or
- q. Certified acts of terrorism.

**ADDITIONAL COVERAGES:** We will also provide the following additional coverages up to the amounts stated below. These additional coverages do not increase the “amount of insurance”.

**a. BURGLARY:** We will pay 100% (one hundred percent) of the “amount of insurance” for loss of or damage to Covered Property caused by “burglary” or holdup. However, this coverage applies only when such self storage unit or space is securely locked at the time of the forcible entry and visible signs of forcible entry must be evident. The absence of a lock will not constitute forcible entry. You must provide a report from law enforcement as verification of such “burglary”.

**b. DEBRIS REMOVAL:** We will pay up to 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” to cover the necessary expense incurred in the removal of debris of your Covered Property following an insured loss.

**c. TRANSIT:** We will pay up to 100% (one hundred percent) of the “amount of insurance” shown in the “enrollment form” for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the “rental agreement”.

**d. EXTRA RENTAL SPACE:** We will pay 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building by a Covered Cause of Loss insured against in this policy.

**e. FLOOD:** We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunamis, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

**f. RODENT, VERMIN, MOTH OR INSECT DAMAGE:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths or insects.

**g. MOLD, MILDEW, FUNGUS, WET OR DRY ROT:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, wet or dry rot.

**EXCLUSIONS:** Covered Property does not include the following:

**a.** Accounts, bills, currency, notes, stamps, deeds, evidences of debt, evidence of ownership, contracts

and titles, securities, negotiable instruments, money, or lottery tickets;

**b.** Gold, silver, silverware, goldware, silver-plated or gold-plated ware, semi-precious/precious stones, precious metals or alloys;

**c.** Animals;

- d.** Jewelry and watches; furs, or garments trimmed with fur;
- e.** Breakage of glass or similar fragile articles;
- f.** Illegal drugs;
- g.** Food or alcohol;
- h.** Photographic equipment;
- i.** Explosives, firearms or ammunition;
- j.** Cigarettes or other smoking materials; or
- k.** Vehicles, trailers or watercraft stored in the open or while in transit.

This coverage does not apply to the following:

- a.** Wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, changes in temperature or atmospheric conditions, delay, loss of use, or loss of market;
- b.** Neglect by you to use all reasonable means to save and preserve the Covered Property during and after the occurrence of any cause of loss insured against, or when the Covered Property is endangered by a covered cause of loss;
- c.** Loss of or damage to Covered Property caused intentionally by you or at the your direction;
- d.** Contraband, or caused by illegal transportation or trade;
- e.** Activity in violation of the "rental agreement";
- f.** Theft, except "burglary" as defined and covered herein;
- g.** Unexplained disappearance;
- h.** Loss of or damage to Covered Property a pre-existing condition; or
- i.** Pollutants

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We will not pay for any loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a.** Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces;
- b.** Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
- c.** Seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or

d. Nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether or not these are specifically named or otherwise included as covered causes of loss or damage.

**TERMINATION OR CANCELLATION OF THIS INSURANCE:** The insurance evidenced by this Certificate of Insurance issued under the Master Policy shall automatically terminate without notice to you on the date the "rental agreement" is terminated.

You may cancel this insurance at any time, upon advance written notice to the "operator" or us. We may cancel this insurance by mailing or delivering to you, written notice of cancellation at least 10 days before the effective date of cancellation, if we cancel for nonpayment of "premium" or evidence of fraud. For reasons other than nonpayment of "premium" or fraud, we may cancel this insurance at any time and for any reason permitted by law upon 30 days advance written notice to you at the address set forth in the "rental agreement". If notice is mailed, proof of mailing will be sufficient proof of notice. In the event of such cancellation, the notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a "premium" refund. If so, we will send your refund to the "operator" to give to you. The cancellation will be effective even if we have not made the refund offer.

**VALUATION:** The value of the property will be determined at the time of loss of or damage to Covered Property and will be no more than the least of the following amounts:

- a. The replacement cost at the time of loss of or damage to Covered Property without deduction for depreciation;
- b. The full cost of repair at the time of loss of or damage to Covered Property; or
- c. The applicable coverage limit.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to us, and in case of "burglary", notify the police. The notice should include:

- a. How, when and where the loss of or damage to Covered Property occurred;
- b. Proof of Loss for the Covered Property involved and your interest in it; and
- c. The names, addresses and telephone numbers of any witnesses.

**IF YOU HAVE A LOSS: Write or telephone:**

**Xercor Insurance Services LLC  
8435 Keystone Crossing, Suite 240  
Indianapolis, IN 46240  
Phone # 844-769-2904**

**CONCEALMENT, MISREPRESENTATION AND FRAUD:** This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or the insured concerning:

- a. This policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this policy.

**EXAMINATION UNDER OATH:** Before recovering for any loss of or damage to Covered Property, if requested you will:

- a. Permit us to inspect the damaged property before it is disposed of or repaired;
- b. Send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;
- c. Agree to examinations under oath at our request;
- d. Produce others for examination under oath at our request;
- e. Provide us with all pertinent records needed to prove the loss of or damage to Covered Property; and
- f. Cooperate with us in the investigation or settlement of the loss or damage.

**APPRAISAL:** If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and independent appraiser. The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

**LOSS PAYMENT:** We will pay or make good any loss or damage covered under the insurance evidenced by this Certificate within 30 days after we reach agreement with you or the entry of final judgment, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

**LEGAL ACTION AGAINST US:** No one may bring legal action against us unless there has been full compliance with all terms of the insurance evidenced by this Certificate; and such action is brought within two years after you first have knowledge of a loss of or damage to Covered Property.

**TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US:** If any person or organization to or from whom we make payment under the insurance evidenced by this Certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss or damage to hinder us in our recovery.

**PAIR, SET OR PARTS:**

- a. Pair or set. In case of loss of or damage to Covered Property to any part of a pair or set we may:
  1. Repair or replace any part to restore the pair or set to its valuation before the loss or damage; or
  2. Pay the difference between the valuation of the pair or set before and after the loss or damage.
- b. Parts. In case of loss of or damage to any part of Covered Property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

**CHANGES:** This Certificate and the Master Policy contain agreements between you and us concerning the insurance afforded. The terms of this insurance may be amended or waived only by a written endorsement issued by us, and made a part of the Master Policy.

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<SITE.NAME>  
<SITE.STREETADDRESS1>  
<SITE.CITY>, <SITE.REGION> <SITE.POSTALCODE>  
<SITE.PHONE>

<DATE.NOTICE>

<TENANT.NAME>  
<TENANT.STREETADDRESS1>  
<TENANT.STREETADDRESS2>  
<TENANT.CITY>, <TENANT.REGION> <TENANT.POSTALCODE>

Dear <TENANT.FIRSTNAME>:

WELCOME TO <SITE.NAME>! We appreciate your business and hope your self storage experience is a positive one! Please familiarize yourself with our policies.

- 1.) Your rent is due on the anniversary date of when you signed your lease. Our goal is for you to never incur late fees. Please ask your self storage specialist about signing up for our "No Late Fee Guarantee Program." Program only good with valid credit card.
- 2.) As customary in self storage, we do not pro-rate on a day to day basis. You must schedule your move-out at least one day prior to your due date.
- 3.) For your safety as well as the safety of other tenants, please remember to maintain the 5 MPH SPEED LIMIT at all times while on the premises.

We are your Self Storage Specialists. Feel free to ask any questions or express any concerns you may have. Please visit us at [www.selfstoragespecialists.com](http://www.selfstoragespecialists.com).

Thank you for your patronage!

Sincerely,

<SITE.NAME>

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**TELL A FRIEND TODAY!**

**IF YOU RECOMMEND US TO A FRIEND WHO RENTS A STORAGE  
SPACE,  
YOU WILL BOTH RECEIVE A CREDIT FOR 1/2 MONTH'S RENT, UP TO  
\$50!!!**