

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.Textbox>

LIENHOLDERS: Are you the owner of the belongings that will occupy the space?<ESign.RadioButtonPair:Yes:No>

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 Ohio 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.

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: PURSUANT TO THE REVISED CODE OF OHIO, SECTIONS 5322.01 THROUGH 5322.05, ALSO KNOWN AS THE SELF-SERVICE STORAGE FACILITY ACT, THE OWNER HAS A LIEN, THAT IS A CLAIM OR SECURITY INTEREST ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. YOUR PROPERTY IS SUBJECT TO CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF RENT AND OTHER CHARGES ARE NOT PAID WHEN DUE. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE, BOAT OR PERSONAL WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS, THE OWNER MAY HAVE THE VEHICLE TOWED OR MAY SELL SUCH PROPERTY VIA PUBLIC AUCTION. OWNER SHALL NOT BE LIABLE FOR SUCH PROPERTY OR ANY DAMAGES TO SUCH PROPERTY ONCE THE TOWING SERVICE TAKES POSSESSION OF THE PROPERTY. 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. 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.

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.

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.

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>