

(C) Pogoda Management Company

**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.ALTRREGION> <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 Ohio 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 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: THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE OHIO SELF-STORAGE FACILITY ACT. 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.**

**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. Landlord is not providing any services to Tenant pursuant to this Agreement other than renting the Space to the Tenant.

**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 third (3rd) 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 \$50.00 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. Three (3) days prior written notice given by Landlord or Tenant to the other party will terminate the tenancy. Landlord may immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) if Tenant is in breach of this Agreement or in the event that Tenant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Landlord-prohibited behavior that threatens the safety of other Tenants and/or the preservation of the facility. Landlord may also exercise immediate termination rights (including denial of vehicle gate access to the facility and denial of access to the storage space) in the event that Tenant utilizes the storage space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the facility. Upon termination of this Agreement, the Tenant shall remove all property from the Space (unless such Property is subject to the Landlord's lien rights as referenced herein), and shall deliver possession of the Space to the Landlord on the day of termination. Landlord does not prorate partial month's rent. 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. If the Tenant fails to fully remove its property from the storage space within the time required, the Landlord, at its option, may without further notice or demand, either directly or through legal process, reenter the Tenant's storage space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. 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. No bailment or higher level of liability is created if Landlord over-locks the Tenant's lock, thereby denying the Tenant access to the storage space. If Landlord terminates this Agreement as provided for herein, Landlord has the right to deny vehicle access entry to the facility during the termination period and control Tenant's access on the facility, including, but not limited to, requiring Tenant to be escorted by Landlord's agents or employees while at the facility.

**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.** 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 cooking, heating, or cooling device is prohibited without the consent of Landlord. The Tenant will indemnify and hold the Landlord harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Tenant's lease of the storage space and use of the facility or from any activity, work or thing done, permitted or suffered by the Tenant in the storage space or on or about the facility. Violation of any use provisions shall be grounds for immediate termination of this Agreement. Unless otherwise agreed to in writing with Landlord, Tenant agrees not to conduct any business out of the storage space and further agrees that the storage space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. Without limiting the foregoing, Tenant 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. Violation of any provision in the paragraph shall be grounds for immediate termination of this Agreement.

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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. The Tenant agrees that the maximum value for any claim or suit by the Tenant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit, is \$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 OHIO LAW, OHIO REV. CODE ANN. § 5322.01 THROUGH § 5322.05, THE LANDLORD HAS A LIEN AGAINST THE TENANT ON THE PERSONAL PROPERTY STORED PURSUANT TO A RENTAL AGREEMENT IN ANY STORAGE SPACE AT THE SELF-SERVICE STORAGE FACILITY, OR ON THE PROCEEDS OF THE PERSONAL PROPERTY SUBJECT TO THE DEFAULTING TENANT'S RENTAL AGREEMENT IN THE LANDLORD'S POSSESSION, FOR RENT, LABOR, OR OTHER CHARGES IN RELATION TO THE PERSONAL PROPERTY THAT ARE SPECIFIED IN THIS RENTAL AGREEMENT AND THAT HAVE BECOME DUE AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY OR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY PURSUANT TO LAW. LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE TENANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE LANDLORD BY THE TENANT THAT THE PROPERTY PLACED IN THE STORAGE SPACE WAS NOT THAT OF THE TENANT.** If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expense's 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 Ohio 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 and to conduct the bidding for 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. Landlord may dispose of said property in any manner considered appropriate by Landlord in its sole discretion. Landlord reserves the right to utilize on-line auction services to manage the sale of Tenant's property as a result of Tenant's default and the foreclosure of Landlord's lien. Tenant consents to the use of on-line auction services.

**MOTOR VEHICLE/WATERCRAFT: IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS FOLLOWING THE MATURITY OF THE OBLIGATION TO PAY RENT, LANDLORD MAY HAVE THE PROPERTY TOWED IN LIEU OF FORECLOSING ON THE LIEN. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED AS AUTHORIZED IN THIS SECTION, LANDLORD SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR WATERCRAFT OR ANY DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY.**

**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: ANY INSURANCE PROTECTING THE PERSONAL PROPERTY STORED WITHIN THE STORAGE SPACE AGAINST FIRE, THEFT, OR DAMAGE MUST BE PROVIDED BY THE TENANT. THE LANDLORD DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH 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 Landlord with evidence of the required insurance in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Tenant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of

this Lease. The employees of the Facility are not qualified or authorized to evaluate the adequacy of your Insurance Policy. If Tenant does not carry the required insurance coverage or does not provide Landlord with evidence of an Insurance Policy, then Landlord will enroll Tenant in the insurance program (the "Program") made available at Landlord's facility, offered by Xercor Insurance Services, LLC ("Xercor"), with a minimum amount of coverage. The insurance under the Program is underwritten by Old Republic Insurance Company ("Old Republic"). The Tenant's premium for the insurance purchased under the Xercor Program shall be due and is payable to the Landlord on the same day and in the same manner as the Rent obligation described above. Note that Landlord may receive remuneration for its administrative services in connection with the Program, such as assisting in enrolling Tenant in the Program and collecting the monthly premium. Note also that certain affiliates of Landlord may own a *de minimis* (less than 4%) interest in (i) the Program administrator, Xercor, and (ii) a reinsurance company that reinsures the risk underwritten by Old Republic under the Program. **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. TENANT AGREES AND UNDERSTANDS THAT PARTICIPATION IN THE XERCOR PROGRAM CAN BE CANCELLED AT ANY TIME UPON TENANT'S PRESENTATION OF PROOF OF INSURANCE FOR ITS STORED PROPERTY.**

**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, vandalism, fire, water damage, flood, hurricanes, rain, tornadoes, explosions, mold, mildew, rodents, insects, malfunction of utilities, alarm or sprinkler systems, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents, and/or employees. It is agreed by the Tenant 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 Landlord would not have entered into this Agreement.

**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 shall not be liable for loss or damage to property stored in the storage space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any lock recommended by Landlord or purchased from Landlord. No bailment or higher level of liability is created by the recommendation or requirement of the Tenant to purchase a specific type or lock from the Landlord and the Landlord does not take care, custody, or control of the Tenant's property due to the recommendation or requirement to purchase a lock from the Landlord.** 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 insecure 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 insecure. 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. **If Tenant provides its e-mail address, Tenant consents to the delivery of all notices, including statutory notices, via e-mail. Tenant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Tenant via e-mail rather than by U.S. Mail.** Tenant hereby consents to Landlord phoning, faxing, e-mailing, texting, and using social media to communicate with Tenant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Tenant to provide Landlord with written notice of any change in address (postal or electronic) or their home or mobile phone number.

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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. If Tenant is a Service Member, and Tenant is transferred or deployed overseas on active duty for a period of 180 days or more, Tenant may notify the Landlord of the transfer or

deployment. The Tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Tenant is entitled to protections under governing law staying the enforcement of the Landlord's lien.

**38. PERSONAL AND FINANCIAL INFORMATION:** Landlord 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. 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. **Tenant specifically consents to receiving text messages from Landlord at the cell phone number provided by Tenant in this Agreement or at any other cell phone numbers provided by Tenant to Landlord. Texts from Landlord to Tenant may provide alerts regarding the Tenant's account with Landlord, Tenant's tenancy in the storage space, Tenant's use of the facility, rental or sales promotions from Landlord, and/or the business relationship between Landlord and Tenant. Tenant understands that text messaging rates will apply to any messages received from Landlord. Tenant understands that Tenant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Landlord. Tenant also understands that Tenant or Landlord may revoke this permission in writing at any time. Tenant agrees not to hold Landlord liable for any electronic messaging charges or fees generated by this service. Tenant further agrees that in the event Tenant's cell phone number changes, Tenant shall inform Landlord of said change or be liable for any fees or charges incurred. TENANT INITIALS \_\_\_\_\_.**

**40. STORAGE OF MOTOR VEHICLES:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Landlord. 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 Landlord. 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. NO WARRANTIES:** No expressed or implied warranties, guarantees, or representations are given by Landlord, Landlord's agents or employees as to the suitability of the storage space for Tenant's intended use or the nature, condition, safety, or security of the Facility, the storage space, and/or the property in the storage space. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Landlord are not authorized or permitted to make any warranties about the storage space, or any facility referred to in this Agreement. The Landlord's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. Tenant acknowledges that neither Landlord nor Landlord's agents or employees have made any representations or warranties, either express or implied, as to the safety of the storage space, the facility, or property stored in the storage space and/or facility, or otherwise and that neither Landlord nor Landlord's agents or employees shall be required to provide any security protection to Tenant or the Tenant's property stored in the storage space and/or at the facility. Any security which Landlord maintains is for Landlord's sole use and convenience and may be discontinued by Landlord at any time without liability or notice to Tenant or any other party. There shall be no liability to the Landlord, the Landlord'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 or the facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected the storage space and the facility, and that Tenant accepts the storage space and the facility AS IS and WITH ALL FAULTS.

**42. ARBITRATION:** In the event of any claim, dispute or lawsuit by Tenant against Landlord (or Landlord against Tenant) arising from Tenant's rental or use of the storage space or this Rental 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 TENANT AND LANDLORD AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Landlord will not request to arbitrate any claim, dispute or lawsuit that Tenant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Landlord 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 Tenant 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](http://www.namadr.com).** Tenant understands that Tenant is entitled to a judicial adjudication of disputes with the Landlord 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. Landlord and Tenant 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 LANDLORD CHOOSES ARBITRATION, TENANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. TENANT IS ALSO GIVING UP TENANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

**43. TENANT'S LIABILITY:** In the event of a foreclosure of the Tenant's interest in the storage space, it is understood and agreed that the liability of the Tenant 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 Landlord may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Landlord may dispose of said property in any manner considered appropriate by the Landlord.

**44. ACCESS TO STORAGE SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Landlord reserves the right to deny access to the storage space and/or the facility to all Tenants due to federal, state, or local emergencies or due to inclement weather. Landlord shall incur no liability to Tenant for the denial of Tenant's access to the storage space and/or facility due to federal, state, or local emergencies or inclement weather.

**45. CONDUCT:** Tenant will conduct and communicate in a professional, businesslike manner while at the facility. Abusive or harassing language or conduct by Tenant is a breach of this Agreement, entitling Landlord to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) and to exercise any other remedies provided at law or in equity, including immediate removal of Tenant's property from the storage space and facility. If Tenant authorizes another person to enter the facility and/or Space on Tenant's behalf or is at the facility with the Tenant, then such person(s) shall also comply with this section and all other provisions of this Agreement or rules and regulations relating to conduct at the Facility. Tenant shall be responsible for the conduct of such person(s) who Tenant authorizes to enter the facility and/or storage space or are at the facility with the Tenant. Landlord shall be entitled to assume that any such person's possession of a key to the storage space and gate code to the facility is evidence of authority to enter Tenant's storage space. If any provision of this Paragraph is violated, Landlord shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) and to exercise any other remedies provided at law or in equity, including immediate removal of Tenant's property from the storage space and facility.

**46. CROSS-COLLATERALIZATION OF STORAGE UNITS:** When Tenant rents more than one storage space at this Facility, the rent is secured by Tenant's property in all the storage spaces rented. A default by Tenant on any storage space shall be considered a default on all storage spaces rented. Landlord may exercise all remedies available to it including denial of access to the storage space and the facility and sale of the stored property if all rent and other charges on all storage spaces are not paid when due.

**47. ELECTRONIC SIGNATURE:** Tenant 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, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Agreement as if Tenant signed this Agreement in writing. Tenant 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 Tenant and Landlord. Additionally, Tenant certifies that he/she is age 18 or above.

**48. ENTIRE RENTAL AGREEMENT:** This Agreement contains the entire agreement between Landlord and Tenant and no oral agreements shall be of any effect whatsoever. Tenant understands and agrees that this Agreement may be modified only in writing. 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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TELL A FRIEND TODAY!

IF YOU RECOMMEND US TO A FRIEND WHO RENTS A STORAGE SPACE, YOU CAN RECEIVE \$50 THROUGH OUR REFERRAL PROGRAM. THE FORM IS LOCATED AT

[WWW.SELFSTORAGESPECIALISTS.COM/REFERRAL](http://WWW.SELFSTORAGESPECIALISTS.COM/REFERRAL)



