

# STORAGE SPACE RENTAL AGREEMENT

**Inside the Box Self Storage**[Facility Name, Address 100 Martinez dr., Monroe, LA, Phone(318) 215-6699, Website [insidetheboxselfstorage.com](http://insidetheboxselfstorage.com), [insidetheboxselfstorage@gmail.com](mailto:insidetheboxselfstorage@gmail.com) and E-Mail]


**DESCRIPTION OF PROPERTY TO BE STORED:**

\_\_\_\_\_

If Occupant's Property includes a vehicle, please provide description, tag # and VIN # (if no vehicle is stored in the Space, write "None" and initial): \_\_\_\_\_

**LIENHOLDER INFORMATION:** Occupant is required to disclose to the Owner any lienholder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he owns or has legal possession of the personal property in his or her Space(s) and that all the personal property in his or her Space(s) is free and clear of all liens and secured interests EXCEPT for the following items (describe property and name of lienholder):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**This Rental Agreement**, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between \_\_\_\_\_ the Owner, (hereinafter referred to as the "Owner") as Lessor and the Occupant identified above, (hereinafter referred to as the "Occupant") as Tenant whose last known address is set forth above for the consideration provided for in this Agreement the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self-service storage facility known as \_\_\_\_\_, located in \_\_\_\_\_ (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and conditions, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

**[Paragraph Numbers 1 through \_\_\_\_ appears on the following pages and are a part of this Agreement.]**

**Notice to Occupant:** Do not sign this Agreement before you read it and fully understand the covenants contained herein. By signing this Agreement the Occupant hereby acknowledges that he has read, understands and accepts all the terms

and conditions expressed in this multi-page Agreement.

OWNER:OCCUPANT:

By: \_\_\_\_\_ By: \_\_\_\_\_

Facility Manager Print Name

\_\_\_\_\_

Signature

### **TERMS AND CONDITIONS**

**1. Rent.** The Occupant agrees to pay the Owner, for the use of the Space and improvements thereon, the Monthly Rent listed above. Monthly installments are payable in advance at the Owner's office on or before the first of the month due, in the amount of the Monthly Rent stated above, and a like amount each month hereafter, until the termination of this Agreement. The first of the month is hereinafter referred to as the "Due Date." The Owner acknowledges receipt of the sum set forth above showing payment through the "Rent Paid To Date" shown above. If any monthly installment is not paid when due, or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property. Owner accepts checks, money orders and credit cards. Cash is accepted for walk in payments only during business hours. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX.

**2. Denial of Access.** If rent is not paid within five (5) days of the monthly due date, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has failed to supply Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces. Neither Owner nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. No bailment or higher level of liability is created if Owner takes any action, including, but not limited to over-locking the Occupant's lock, to deny the Occupant access to the Space. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

**3. Fees.** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount as set forth above. A bill for the monthly rent will not be sent to you; however, Occupant may elect to pay an additional fee listed above as Invoice Fee to receive a monthly bill. Occupant

acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after five (5) days from the rental due date, Occupant shall pay to Owner an additional sum of \$ \_\_\_\_\_ as a late fee for each month rent is past due, such amount being considered liquidated damages. Furthermore, if any monthly rent payment is received after fifteen (15) days from the rental due date, an additional \$ \_\_\_\_\_ late fee will be assessed. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as an NSF fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as Sale Fee. If Occupant's lock must be cut, Occupant shall be responsible for Lock Cut Fee identified above. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. Owner reserves the right to impose separate fees for certified mailings, advertisement expenses and other charges incurred due to the foreclosure of Occupant's stored property.

**4. Owner's Right to Enter.** In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into the Space and to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.

**5. Use of Space; Compliance with Law.** The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. Owner is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant. **The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of the Property, or the contents of any other space in the Property.** The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or irreplaceable items having special sentimental or emotional value to the Occupant. The Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or on the Property. 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 this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Space and further agrees that the 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. The Occupant will indemnify and hold the Owner 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 Occupant's lease of the Space on the

Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the 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 of this paragraph shall be grounds for immediate termination of this Agreement.

**6. Condition and Alteration of Space.** Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, or require the Owner 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 Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space.

**7. Limitation of Value.** The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the Owner has given permission in writing for the occupant to store property exceeding such value. The Occupant agrees that the maximum value for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's property regardless of cause.

**8. Termination.** This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement. At least three (3) days prior written notice given by Owner or Occupant to the other party will terminate this Agreement and the tenancy hereunder. Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of the Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Owner does not prorate partial month's rent. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Occupant has removed the contents of the Space and/or has removed the Occupant's locking device from the space and **is not current** in all obligations hereunder. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment.

**9. No Bailment.** THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK AND THE OCCUPANT MUST TAKE WHATEVER STEPS HE DEEMS NECESSARY TO SAFEGUARD SUCH PROPERTY. THE OWNER AND THE OWNER'S EMPLOYEES AND AGENTS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY STORED IN THE SPACE OR ON THE PROPERTY RESULTING FROM OR ARISING OUT OF THE OCCUPANT'S USE OF THE SPACE OR THE PROPERTY FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THEFT, MYSTERIOUS DISAPPEARANCE, MOLD, MILDEW, VANDALISM, FIRE, SMOKE, WATER, FLOOD, HURRICANES, RAIN, TORNADOES, EXPLOSIONS, RODENTS, INSECTS, ACTS OF GOD, OR THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER, THE OWNER'S AGENTS OR EMPLOYEES OR THE MALFUNCTION OF ANY TYPE OF CLIMATE CONTROL SYSTEM INSTALLED BY OWNER. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HERE AND THAT WERE OWNER NOT RELEASED FROM LIABILITY AS SET FORTH HERE, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON.

**10. Insurance.** THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause.

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

**12. Owner's Lien Rights.** PURSUANT TO THE "SELF-SERVICE STORAGE FACILITY ACT", TITLE 9, SECTIONS 4756-4760, AS AMENDED, LOUISIANA REVISED STATUTES, THE OWNER, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A PRIVILEGE, THAT IS A LIEN, UPON ALL MOVABLE PROPERTY STORED AT THE FACILITY FOR the debt due to owner for RENT, and for all reasonable charges and expenses necessary FOR THE PRESERVATION of movable property stored at the facility, and for EXPENSES REASONABLY INCURRED IN the enforcement of this privilege, including, but not limited to, the cost of removing and replacing any locks, preparing a brief and general description of the movable property upon which the privilege is claimed, sending notices, and advertising, BY SALE OF MOVABLE PROPERTY OR OTHER DISPOSITION PURSUANT TO the Louisiana Self-Service Storage Facility Act. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY AND CONTINUES SO LONG AS THE OWNER

**RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED, OR A SALE IS CONDUCTED, OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN PURSUANT TO LAW.** For purposes of Owner's statutory lien, "personal property" means movable property, not affixed to land, and includes, but is not limited to goods, merchandise, and household items; "Last known address" means that address provided by Lessee in the latest Rental Agreement or the address provided by the Lessee in a subsequent written notice of a change of address. The Owner shall have the right to overlock the unit and deny access to the Lessee on the fifth day after the due date if the rent has not been received in the office of the facility in accordance with this Agreement. THE OVERLOCK SHALL BE REMOVED ONLY DURING OFFICE HOURS OF THE SELF SERVICE STORAGE FACILITY. In addition to any liens and remedies provided by law to secure and collect rent, Owner is hereby given the right to re-enter, seize, and/or take possession of all property located in or on the space or at the facility for default or by reason by abandonment, without being deemed guilty of any manner of trespass or conversion, without prejudice to any remedies of Owner. **BY INITIALLING HERE, OCCUPANT SIGNIFIES THAT THE OWNER HAS BROUGHT THIS PROVISION TO OCCUPANT'S ATTENTION. Occupant's Initials: \_\_\_\_\_**

**13. Security Agreement.** This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

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

**15. Assignment and Subletting.** The Occupant shall not assign this Agreement or sublet the Space.

**16. Waiver/Enforceability.** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

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

**18. Successors in Interest.** This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

**19. Governing Law.** This Agreement and any actions between the parties shall be governed by the laws of the State of Louisiana.

**20. Waiver of Jury Trial.** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the

Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the

enforcement of any remedy under any law, ordinance, statute or regulation.

**21. Limited Warranty.** This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. Occupant understands and agrees that this Agreement may be modified only in writing. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Facility, the Space, and/or the property in the Space. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. Occupant acknowledges that no representations or warranties, either express or implied, have been made with respect to the safety or security of the Space the Facility or property stored in the Space or as to the suitability of the Space for the storage of Occupant's property, and that Occupant has made his or her own determination of such matters solely from inspection of the Space and the Facility. Occupant acknowledges that neither Owner nor Owner's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Occupant or any other party. There shall be no liability to the Owner, the Owner'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 Space, premises, and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and facility, and that Occupant accepts such Space, premises, and facility AS IS and WITH ALL FAULTS.

**22. Rules.** The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

**23. Notices from Owner.** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Rental 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 Occupant provides its e-mail address, Occupant consents to the delivery of all notices via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may also be sent to Occupant via e-mail rather than by U.S. Mail.**

**24. Notices from Occupant.** Occupant represents and warrants that the information Occupant has supplied in this Rental Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.

**25. Release of Information.** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

**26. Military Service.** If you are in the military service you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service members Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant shall notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**27. Personal Injury.** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

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

**29. Climate Control.** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity. Even in climate controlled spaces, there is a risk of mold and/or mildew, particularly if damp or wet property is brought into the Space. Occupant agrees and acknowledges that Owner is not liable for the growth of mold or mildew on stored property. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Occupant shall store their property within the Space solely at their own risk.

**30. Permission to Call, Fax, E-Mail or Text.** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting (including automated calls and texts) Occupant with marketing and/or other businessrelated communications. **Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Agreement or at any other cell phone numbers provided by Occupant to Owner. Texts from Owner to Occupant may provide alerts regarding the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging rates will apply to any messages received from Owner. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Owner of said change or be liable for any fees or charges incurred.**

**31. Storage of Motor Vehicles.** Occupant shall not park any vehicle at the Facility (or permit any other party to park any vehicle at the Facility) except in areas designated by Owner and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the 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 Owner. In the event that any motor vehicle remains stored in the Space after termination of the Rental Agreement or upon Occupant's default for sixty (60) days, and in addition to all other rights and remedies available to Owner, Owner 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. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

**32. Occupant's Lock.** The Occupant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

**33. Indemnity.** Occupant agrees to indemnify, hold harmless, and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the Space, the Facility, and common areas. Occupant's indemnity obligation includes allegations that Owner or Owner's employees or agents acted in negligent manner.

**34. Cross-Collateralization of Storage Spaces.** When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

**35. Arbitration.** In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the 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 OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. **The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found [www.namadr.com](http://www.namadr.com).** Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner 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. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO

GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

**36. Access to Space and Facility Due to Emergencies/Weather.** Owner reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.

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

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

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