

Rental Agreement

North Enid Suds and Storage LLC

4301 N 4th Street

Enid, OK, 73701

580-701-4263

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Visit us on the Web at <https://northenidsudsandstorage.storageunitsoftware.com>

OCCUPANT INFORMATION:	Rental Date: [[RENTAL_MOVE_IN_DATE]]
Name: [[CUSTOMER_NAME]] (name of business if Occupant is a business)	Rent Due Date: [[RENTAL_BILLING_DAY_OF_MONTH]]
Address: [[CUSTOMER_STREET_ADDRESS]]	Space Number: [[UNIT]]
City/State/Zip: [[CUSTOMER_CITY_STATE_ZIP]]	Approx. Size: [[UNIT_SIZE]]
Telephone (Home): [[CUSTOMER_PHONE_NUMBER]]	Access Code: [[GATE_KEY]]
Cell: [[CUSTOMER_CELL_PHONE_NUMBER]]	Monthly Rent: [[RENT]]
E-mail: [[EMAIL_ADDRESS]]	Amount due each month: [[RENT]]
Employer: [[EMPLOYER_NAME]]	Please remit payment to:
Telephone: [[EMPLOYER_PHONE_NUMBER]]	North Enid Suds and Storage
Social Security Number: [[SOCIAL_SECURITY_NUMBER]]	https://northenidsudsandstorage.storageunitsoftware.com
Driver's License #: [[DRIVERS_LICENSE_NUMBER]]	or via phone 508-701-4263
State: [[DRIVERS_LICENSE_STATE]]	Fees:
	Late Fee: \$ 15
	NSF Fee: \$ 35
	Lien Fee: \$ 50
	Auction Fee: \$ 100
	Lock Cut Fee: \$ 50

THIS RENTAL AGREEMENT ("Agreement") is executed on the date stated above by and between **North Enid Suds and Storage LLC** and the individual or business listed above ("Occupant") for the purpose of renting the space listed above (the "Space") which is part of a larger facility (the "Facility"). **THE RULES AND REGULATIONS POSTED AT THE FACILITY, IF ANY, ARE BY REFERENCE MADE PART OF THIS AGREEMENT**, which rules and regulations may be modified by Owner to assist with the operation, safety, and cleanliness of the Facility. The Facility is operated in accordance with state and local laws governing self-storage facilities in the state where the Facility is located, which are herein incorporated by reference.

ELECTRONIC MAIL: By providing an E-mail Address above and initialing here, Occupant hereby consents to receive all notices, including notices required by law, from the Owner by electronic mail. Owner also hereby consents to sending all notices, including notices required by law, to the Occupant by electronic mail. Notices shall be sent to the E-mail Address provided above, or to subsequent written changes to that E-mail Address that the Occupant provides.

CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING.

DESCRIPTION OF CONTENTS: Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required), and/or other as named:

[[DESCRIPTION_OF_CONTENTS_HOUSEHOLD_GOODS_FURNITURE_BOXES_TRUNKS_SUITCASES_TOYS_SPORTING_GOODS_TOOLS_MOTOR_VEHICLES_VIN_REQUIRED_OTHER_VEHICLESTRAILERS_REGISTR

LIENHOLDERS: Occupant represents that he/she owns or has legal possession of the personal property in his/her Space(s). Occupant attests that all the personal property in his/her Space(s) is free and clear of all liens and secured interests, except for the following property that is or will be stored in the Space:

Property Description, Lienholder/Secured Party, Address & Phone Number

[[LIEN_PROPERTY_DESCRIPTION_LIENHOLDERSECURED_PARTY_ADDRESS_PHONE_NUMBER]]

NOTICE OF LIEN: PURSUANT TO OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT (OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ.), THE OWNER HAS A STATUTORY LIEN ON ALL PROPERTY IN OCCUPANT'S LEASED STORAGE SPACE. OCCUPANT'S PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD OR REMOVED TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE, TRAILER, OR WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR THIRTY (30) DAYS, THE OWNER MAY HAVE THE MOTOR VEHICLE, TRAILER, OR WATERCRAFT TOWED.

NOTICE: THE OCCUPANT HAS A DUTY TO SAFEGUARD THE PERSONAL PROPERTY LOCATED IN A SELFSERVICE STORAGE FACILITY FROM LOSSES AND THE OWNER HAS NO LEGAL OBLIGATION TO PROVIDE INSURANCE TO PROTECT THE PERSONAL PROPERTY FROM LOSS.

INSURANCE: PROPERTY STORED IN THE RENTED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE. ANY INSURANCE PROTECTING THE PROPERTY STORED WITHIN THE SPACE AGAINST LOSS OR DAMAGE MUST BE PROVIDED BY THE OCCUPANT.

- TERM:** The term of this Agreement begins on the day the Agreement is executed and shall continue on a month-to-month basis until terminated by either party as set forth herein. The minimum term shall be one month. Owner is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.
- RENT:** The first Month's Rent shall be paid on the Rental Agreement Date listed above. **Thereafter, the Monthly Rent shall be due 30 days after this agreement is executed (the "Due Date") in advance and without prior notice or billing from Owner. NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO OCCUPANT.** Payments must be made by credit card or debit card, no other payment method shall be allowed by Owner. Owner reserves the right to refuse any other form of payments. All rental payments shall be made to the Owner at Owner's website <https://northenidsudsandstorage.storageunitsoftware.com>. Any additional charges shall be payable concurrently with the rent payment or at the time the additional charge is levied. Owner may change the Monthly Rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month the rent is due. If Occupant has made advance payments, the new rent will be charged against such payments, effective upon giving notice of the new rental rate. OCCUPANT AGREES AND UNDERSTANDS THAT ANY PAYMENTS MADE WILL BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this Agreement, expenses incurred for the sale and/or disposition of the property, advertising costs, attorneys' fees, court costs, and any costs of repair and damages to the Space or Facility as provided for below. In the event of a sale or other disposition, it is agreed that the date of any such sale or other disposition shall constitute the date of termination of this Agreement. Occupant's obligations are not contingent on receiving invoices.

3. **PARTIAL PAYMENTS:** No partial payments will be accepted. 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 personal property (hereinafter called "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. There are no prorated rent refunds in the event the Space is vacated prior to the rent paid thru date.**
4. **ADMINISTRATIVE FEE:** Occupant shall pay the non-refundable Administrative Fee indicated above upon executing this Agreement.
5. **FEES AND CHARGES:** If Occupant does not pay the Monthly Rent by the 5th day after the Monthly Due Date, the Occupant shall pay the Late Fee stated above. Owner may charge a Late Fee for each month Occupant fails to pay the Monthly Rent by the 5th day after the Due Date. Late Fees will be assessed on or after the 6th day after the Monthly Due Date. Occupant also agrees to pay Owner an NSF Fee stated above for any dishonored check, ACH transfer, or credit or debit card payment. Occupant will also be charged a Late Fee for any dishonored credit or debit card payment. Occupant also agrees to pay the Lien Fee set forth above when the occupant becomes 30 days past due. Occupant agrees to pay the Auction Fee set forth above when the unit has to be placed for auction. Occupant agrees to pay Owner the Lock Cut Fee stated above, plus the cost of an additional lock (if applicable), in the event that the Owner cuts Occupant's lock. Other fees charged to Occupant may be contained in Addendums to this Agreement. All fees, charges, court costs and attorneys' fees 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.
6. **DEFAULT:** The Occupant shall be in default if the Occupant fails to pay rent and charges when due or defaults on any other term or condition of this Agreement. The Occupant's breach of the peace shall also constitute a default hereunder.
7. **DENIAL OF ACCESS:** If Monthly Rent is not paid within five (5) days of the Due Date, or in the event of Occupant's default, Owner may, without notice, deny Occupant access to the Space. Occupant's access to the stored Property may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Facility. 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 Facility. 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 and any stored Property. No bailment or higher level of liability is created if Owner over-locks the Occupant's lock, thereby denying the Occupant access to the Space. 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 not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. 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.
8. **USE OF STORAGE SPACE:** Occupant shall have access to the Space and the common areas of the Facility only during such hours and days as are posted by Owner. Occupant is permitted to store in the Space only property owned by Occupant. Boats, campers, small trucks and automobiles owned by Occupant shall be stored only in parking spaces rented by Occupant. Occupant shall not store the following: personal property in or to which any other party has any right, title, lien or interest except if otherwise described; improperly packaged food or perishable goods; flammable materials; toxic materials or chemicals, paint, oil or gasoline or derivatives thereof; explosives or other inherently dangerous items; any type of animal, bird or snake; hazardous waste; or any personal property which results in the violation of any law of any governmental authority. Occupant shall comply with all applicable laws, codes, and ordinances and Owner's rules and regulations governing the Facility and the use thereof. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity or value of the Property or other goods stored by Occupant in or about the Space pursuant to this Agreement, that Occupant shall not use the Facility as a business or a residence, and that Occupant shall not wash any type of vehicle, work on vehicles (repair of car, motor vehicle, motorcycle, trailer, boat, etc.), perform any welding or painting, conduct business, perform manufacturing, assembling, repairs, renovations, sales, or decoration; any type of contracting; cause a nuisance or fire hazard, operate electrical power tools or appliances, conduct musical group practice or other performances, sleep or cook at the Facility or in the Space, or make or allow any alterations to the Space or the Facility. **IT IS UNLAWFUL TO USE THIS STORAGE FACILITY AS A RESIDENCE.** Occupant shall not use the Space in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants in the Facility. It is expressly agreed that Occupant shall keep its Space locked at all times, except when Occupant moves items to or from its Space. Occupant acknowledges that the Space may be used for storage only except for those additional services offered by Owner in the office building at the Facility. Occupant agrees not to commit, or allow to be committed, any waste upon the Space or to store trash from outside the Space on the Facility. All items stored by Occupant at the Facility must be removed by Occupant at Occupant's sole cost and expense when this Agreement is terminated. Occupant hereby indemnifies Owner and holds Owner harmless for loss or damage to Occupant's Property. Occupant shall take good care of the Facility necessitated or occasioned by the act or neglect of Occupant or any agent or invitee of Occupant or other persons for whose acts Occupant is responsible. Occupant acknowledges that he or she has read and understands the provisions of this Paragraph and agrees to comply with them. Under no circumstances shall Occupant store any vehicle, cycle or any other gasoline fueled equipment in any storage unit of the Facility. **Occupant agrees not to store collectibles, heirlooms, jewelry, money, bullion, works of art, food, firearms, irreplaceable or invaluable property (such as books, financial records, writings, computer data), or any property having special or sentimental value to Occupant. Occupant agrees not to store records or receipts for the Property stored in the Space. Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or at the Facility.** 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 use provisions shall be grounds for immediate termination of this Agreement.
9. **SIGNS:** No painted or other signs shall be placed on the premises of the Facility.
10. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the Space or at the Facility classified as hazardous or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials. Owner, at Occupant's sole expense, may enter the Space at any time to remove and dispose of prohibited items.
11. **LIMITATION OF VALUE:** Because the value of personal property may be difficult or impossible to ascertain, Occupant agrees not to store property with a total aggregate value in excess of \$5,000 unless Owner has agreed in writing for Occupant to store property exceeding \$5,000. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000 and may be worth substantially less than \$5,000. Occupant agrees that Owner's maximum liability to Occupant for any claim or suit by Occupant, including but not limited to any suit alleging wrongful foreclosure or sale of Occupant's property, is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.
12. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** The Occupant must take whatever steps he deems necessary to safeguard Property stored in the Space and at the Facility. The Owner and the Owner's employees and agents shall not be responsible or liable to Occupant or Occupant's agents for any loss of or damage to any Property stored in the Space or at the Facility resulting from or arising 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, malfunction of utilities, alarm or sprinkler systems, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.
13. **INSURANCE OBLIGATION:** PROPERTY STORED IN THE RENTED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE. ANY INSURANCE PROTECTING THE PROPERTY STORED WITHIN THE SPACE AGAINST LOSS OR DAMAGE MUST BE PROVIDED BY THE OCCUPANT AND IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expense, shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all Property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Occupant does not maintain insurance for the full value of the Property stored, or fails to maintain insurance at all, Occupant bears all risk of loss or damage. Occupant hereby releases Owner and Owner's Agents from any and all claims for damage or loss to Property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's Agents in connection with any damage which is or would be covered by any such insurance policy. Occupant's Property stored in the Space or at the Facility is not insured by Owner against loss or damage. Occupant agrees that its insurer may not subrogate against Owner in the event of loss or damage of any kind or from any cause. **Occupant shall provide evidence of the required insurance coverage in the form of a certificate of insurance or declaration page (the "Insurance Policy").** Owner shall keep a copy of the Insurance Policy at all times and Occupant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this Agreement and that Owner is provided with updated or renewal documentation, as appropriate. Note that the employees of the Facility are not qualified or authorized to evaluate the adequacy of any insurance Occupant may have.
14. **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 AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.
15. **RELEASE OF OWNER'S LIABILITY FOR 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 Space or Facility 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. It is agreed by the Occupant that this provision is a bargained for condition of this Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.
16. **OWNER'S LIEN:** Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, Occupant shall be conclusively deemed in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting Owner's rights and remedies as provided under the laws of this state. In case of default, at his/her option, and without prejudice to any other remedies, Owner may: Terminate the Agreement, or SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS ATTACHED UNDER THE OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT (OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ.). THE OWNER OF A SELF-SERVICE STORAGE FACILITY AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR RENT, LATE FEES, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT (OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ.). OCCUPANT'S PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD OR REMOVED TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. Owner shall not be liable to Occupant or any third party for the removal or sale of personal property which is not the property of the Occupant or upon which a prior lien has attached, unless notice shall have been given to the Owner by the Occupant that the property placed in the Space was not that of the of the Occupant. Prior to placing any personal property in the Space which is not the property of the Occupant or upon which a prior lien is attached, the Occupant is required to notify the Owner, in writing, of the nature of and identity of any such property placed in the Space and the name, address, phone and e-mail of the lien holder. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's property. Any payments made to satisfy the lien must be for the full amount owed to Owner and may only be in the form of cash or money order. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. Occupant consents to the use of on-line auction services. MOTOR

VEHICLE/TRAILER/WATERCRAFT: IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE, TRAILER, OR WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR THIRTY (30) DAYS, THE OWNER MAY HAVE THE MOTOR VEHICLE, TRAILER, OR WATERCRAFT 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.

17. **PROPERTY NOT SOLD:** If any Property goes up for auction and remains unsold after Owner has complied with all the requirements of the Oklahoma Self-Service Storage Facility Lien Act, Owner may then otherwise dispose of said Property in any manner considered appropriate by the Owner, including, but not limited to, destroying the said Property.
18. **CONTRACTUAL LIEN:** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, OCCUPANT HEREBY GIVES OWNER A CONTRACTUAL LANDLORD'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER, STORED IN OR ON THE SPACE OR AT THE FACILITY IN ORDER TO SECURE THE TIMELY PERFORMANCE OF THIS AGREEMENT BY OCCUPANT AND SECURE THE PAYMENT OF ALL RENTS, CHARGES, AND COSTS INCIDENT TO OCCUPANT'S DEFAULT. FURTHERMORE, OWNER HAS A LIEN ON ALL PROPERTY IN A SELF-STORAGE FACILITY FOR THE PAYMENT OF RENTS, LABOR OR OTHER CHARGES THAT ARE DUE AND UNPAID BY THE OCCUPANT: PURSANT TO THE LAWS OF THIS STATE AS SUMMARIZED IN PARAGRAPH 16 B.
19. **RELEASE OF OWNER'S LIABILITY FOR 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 Space or Facility 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.
20. **INDEMNIFICATION:** 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.
21. **CONDITION AND ALTERATION OF SPACE:** Occupant assumes responsibility for having examined the Space, premises, and Facility and Occupant accepts such Space, premises, and Facility AS IS and WITH ALL FAULTS. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators. Occupant assumes the responsibility to inspect the Space on a periodic basis and to notify Owner of any concerns at that time to mitigate any risk of damage or loss to Occupant's stored Property. 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.
22. **OWNER'S RIGHT OF ENTRY:** Upon 48 hours' advance written request to Occupant, the Occupant shall provide access to the Owner to enter the Space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In the event of an emergency, or upon request of a governmental authority, Owner or Owner's agents, or representatives of any governmental authority, shall have the right to remove Occupant's lock and enter the Space, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the Space and/or the Facility, to comply with applicable law, or enforce any of Owner's rights, including removal of materials stored in violation of this Agreement. For the purposes of this Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action. Further, Owner may relocate Occupant's property to a comparable space at the Facility if such a relocation is necessary to repair, maintain, service, reconfigure or otherwise perform work on the units, buildings or grounds.
23. **TERMINATION:** The term of this Agreement is month-to-month and this Agreement will automatically renew at the end of each monthly term on a month-to-month basis until written notice of termination is provided by either party. Three (3) days' prior written notice given by Owner or Occupant to the other party will terminate the tenancy. Owner may immediately terminate this Agreement (including denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other 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 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 Property from the Space (unless such Property is subject to the Owner's 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. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. Occupant must leave Space empty, in good condition, broom clean, and unlocked. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month. **PRE-PAID RENT IS NON-REFUNDABLE.**
24. **ABANDONMENT:** (A) In the event that a Space is unlocked, and the rent on the Space is past due, and the entire contents of the Space have a no ascertainable or apparent value, the Owner may dispose of the property without any duty of accounting or any liability to any party. (B) In the event that a Space is unlocked, and the rent on the Space is past due, and the entire contents of the Space has an ascertainable or apparent value, such property left with the Owner for a period of thirty (30) days or longer shall be conclusively determined to be abandoned and as such the Owner may dispose of said property in any manner which it deems reasonable and proper without liability to the Occupant or any other interested party; however, before the property is disposed of, the Owner shall provide written notice to the Occupant, by certified mail with return receipt requested, and the Owner may dispose of the property fifteen (15) days after the Owner receives the return receipt document or fifteen (15) days after the Owner receives a communication from the United States Post Office that the written notice was not claimed by the addressee, whichever period occurs first.
25. **RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the Facility and to promulgate rules and regulations for the operation and good order on the Facility. All rules and changes are effective immediately upon public posting in the Facility office, or elsewhere in the Facility, or by written copies made available at the Facility, in the Owner's sole discretion. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time. Failure to abide by these Rules and Regulations will constitute a breach of this Agreement in the same manner as if contained herein as covenants.
26. **CHANGES:** All terms of this Agreement, including, without limitation, monthly rent, conditions of occupancy and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS' PRIOR WRITTEN NOTICE to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner TEN (10) DAYS' PRIOR WRITTEN NOTICE to terminate. If the Occupant does not give such notice, the change shall become effective on the date stated in the notice and apply to Occupant's occupancy.
27. **NOTICES FROM OWNER:** All notices required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the E-mail Address provided by the Occupant in this Agreement. Notices shall be deemed delivered 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 has provided the Owner with an E-mail Address, the Owner may communicate with Occupant and provide Occupant with any written notices authorized or required under this Agreement or by applicable law via electronic mail.**
28. **NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in this 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, but only if Occupant's e-mail is acknowledged by Owner.
29. **NO WARRANTIES:** 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, or any Facility referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. Owner makes no promises, warranties, or representations as to the safety or security of persons or property in the Space or at the Facility, and Owner had no duty of safety or security to Occupant, Occupant's Property, any Property in the Space, or Occupant's guests, invitees, family, employees, servants, or agents under any circumstances. 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 and the Facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected the Space and the Facility, and that Occupant accepts the Space and the Facility AS IS and WITH ALL FAULTS.
30. **NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant understands and agrees that this Agreement may be modified only in writing.
31. **SECURITY:** Occupant acknowledges that neither Owner nor its agents or employees have made any representations or warranties, either express or implied, as to the safety of the Facility, the Space or otherwise and that neither Owner nor its agents or employees shall be required to provide any security protection to Occupant or the Property stored in the Space or at the Facility. Any security which Owner or its agents or employees maintain is for Owner's and its agents' and employees' sole use and convenience and may be discontinued by Owner or its agents or employees at any time without liability or notice to Occupant or any other party.
32. **LOCKS:** Occupant shall provide, at Occupant's own expense, a lock for the Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Space. Space shall be immediately locked upon execution of the Agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to the Occupant's lock. If the Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Space, with or without notice to Occupant, provided, however, that in such event Owner and Owner's agents and employees shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner and Owner's agents and employees harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
33. **CLIMATE CONTROL:** The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant waives any claim for loss of or damage to stored Property from Owner's failure to regulate the temperature and humidity in the 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 Owner. Occupant acknowledges that no electricity or water is furnished or available and that heating and cooling is available only in climate controlled units. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all.
34. **RELEASE OF INFORMATION:** Occupant hereby authorizes Owner and Owner's agents and employees 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.
35. **MILITARY SERVICE:** If Occupant or Occupant's Spouse is in the military service, Occupant 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 may 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.

36. **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, bank account information) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner or its respective agents, employees and affiliates for damages arising from the use of said information by others.
37. **VEHICLES:** 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. Only one vehicle may be stored in each marked Space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. The loading and unloading of vehicles shall be done as quickly as possible. While loading and unloading, the Occupant will not block access to other Spaces. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Occupant's default for at least thirty (30) 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 property is subject to removal at the Occupant's expense after termination of the Agreement or upon Occupant's default. Owner shall incur no liability to Occupant for causing the Property to be removed pursuant to this Paragraph. **If the Occupant is storing any Vehicles or Watercraft, Occupant will execute an Addendum.**
38. **PERMISSION TO COMMUNICATE:** Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices, and that these conditions are related to the business relationship. Occupant specifically consents to receiving text messages from 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.
39. **WAIVER:** No waiver by Owner, his agents, representatives or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.
40. **ARBITRATION** In the event of any dispute between the parties, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Owner and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, Owner and Occupant agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply. 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 Agreement, the Occupant's use or occupancy of the Space and this Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.
41. **TIME TO FILE SUIT:** Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored Property, bodily injury or any other liability.
42. **BANKRUPTCY:** In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him/her, or makes an assignment for the benefit of creditors or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the Space is an issue, then, at the option of the Owner, this Agreement shall terminate, and Occupant shall thereafter have no right, title, or interest in or to any of the Space.
43. **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 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.
44. **ATTORNEYS' FEES:** In the event any action be instituted or other proceedings taken to enforce any term, covenant or condition herein contained or recover any rent or charge due or to recover possession of the Space or Facility for any default or breach of this Agreement by Occupant, or Owner retains an attorney to defend itself against demands, claims, or lawsuits asserted by the Occupant, Occupant agrees to and shall pay Owner's reasonable attorneys' fees, costs, and expenses in connection therewith.
45. **NO SUBLETTING:** The Occupant shall not sublet or assign the Space, or any right hereunder without prior written permission from the Owner.
46. **GOVERNING LAW:** This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.
47. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this Agreement are held to be unenforceable, invalid, voided or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
48. **SUCCESSION:** Owner may at any time assign this Agreement in which event, Owner shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
49. **CROSS-COLLATERALIZATION OF STORAGE UNITS:** 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.
50. **CONDUCT:** Occupant will conduct and communicate in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant towards Owner or Owner's employees, agents, contractors, guests, customers, or other occupants is a breach of this Agreement, entitling Owner to immediately terminate this Agreement and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's Property from the Space and Facility. If Occupant authorizes another person to enter the Facility and/or Space on Occupant's behalf or is at the Facility with the Occupant, 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. Occupant shall be responsible for the conduct of such person(s) who Occupant authorizes to enter the Facility and/or Space or are at the Facility with the Occupant. Owner shall be entitled to assume that any such person's possession of a key to the Space and gate code to the Facility is evidence of authority to enter Occupant's Space. 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 Facility.
51. **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 and 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.
52. **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.

DO NOT SIGN THIS MULTI-PAGE AGREEMENT UNTIL YOU HAVE READ IT AND FULLY UNDERSTAND IT. THIS

AGREEMENT RELEASES THE OWNER FROM LIABILITY FOR LOSS OF OR DAMAGE TO YOUR STORED PROPERTY. IF YOU HAVE ANY QUESTIONS CONCERNING ITS LEGAL EFFECT, CONSULT YOUR LEGAL ADVISOR.