

Austin Road Self Storage
183 S Austin Road, Manteca, CA 95336
209-884-0887 * http://www.austinroadselfstorage.com

RENTAL AGREEMENT

****NO REFUNDS****

This Rental Agreement is executed on this _____ by and between Austin Road Self Storage, dba Austin Road Self Storage ("Owner") and _____ ("Occupant") whose residence and business address are set forth below, for the purpose of leasing or renting certain space as herein after described and with the express understanding and agreement that no bailment or deposit for safekeeping is intended or created by the terms of this agreement. It is agreed by and between Owner and Occupant as follows.

1. **DESCRIPTION OF PREMISES.** Owner leases to Occupant and Occupant leases from Owner Space No. _____ (approximately _____) hereinafter the "Space" located above referenced address of Owner and included in a larger facility at such address containing similar leased real property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter referred to as the "Storage Facility"). Occupant has examined the Space and the Storage Facility and acknowledges and agrees that the Space and the common areas of the Storage Facility are satisfactory for all purposes, including the safety and security thereof, for which Occupant shall use the Space or the common areas of the Storage Facility.
2. **TERM.** The term of this Rental Agreement shall commence as of the date first above written and shall continue from that date of the month immediately following on a month-to-month occupancy until terminated. The minimum rental term is one (1) month.
3. **RENT.** All rent is due on day __ of each month in advance and, without demand. Occupant shall pay to the Owner as a monthly rent, without deduction, prior notice, demand or billing statement, the sum of \$_____. Accepted forms of payment include: Cash, Money Order, Cashier's Check, Personal Check, or Credit Card (see Owner for details). Owner may, but is not required to accept payments electronically or by credit or debit card, either directly or through a third-party payment service system. Owner's electronic, credit or debit card payment policies and/or procedures may change from time to time. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Occupant agrees to pay an additional Twenty-Five Dollars (\$25) as well as a late charge for a returned payment. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice at the address stated in the agreement or by email. The new rent shall become effective on the next date rent is due. 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. 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 personal property.
4. **ADMINISTRATIVE FEE.** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a \$_____ non-refundable administrative fee.
5. **LATE CHARGES AND OTHER FEES.** Occupant agrees to pay Owner late fees as follows:
 - A. If rent is received ten (10) days after due date, Occupant shall pay:
 - i. Ten dollars (\$10), if the rental agreement provides for monthly rent of sixty dollars (\$60) or less.
 - ii. Fifteen dollars (\$15), if the rental agreement provides for monthly rent greater than sixty dollars (\$60), but less than one hundred dollars (\$100).
 - iii. Twenty dollars (\$20) or 15 percent of the monthly rental fee, whichever is greater, if the rental agreement provides for monthly rent of one hundred dollars (\$100) or more.
 - B. In the event Occupant fails to pay the rent due within fifteen (15) days of the due date, Occupant shall pay a Preliminary Lien fee of \$32.
 - C. In the event Occupant fails to pay the rent due within thirty (30) days of the due date, Occupant shall pay a Notice of Lien Sale fee of \$75.

Any and all administrative, late or lien fees must be paid before the account will be considered current. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection.

NOTICE OF LIEN: PURSUANT TO THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT, OCCUPANT'S STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES, AND MAY EVEN BE SOLD, IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. (SEE CA BUSINESS AND PROFESSIONS CODE SECTION 21700 et. seq.)

Page 1 of 6

(Tenant Initials) _____

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6. **STORED VEHICLE.** Occupant is storing an RV, boat or other vehicle on the premises. Stored vehicles are subject to additional Rules & Regulations in the "RV/Boat/Vehicle Storage Addendum."

7. **OWNER'S RIGHT TO TOW.** Pursuant to the California Self-Service Storage Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.

8. **INSURANCE.** Occupant is required to provide proof of insurance to Owner before placing any items into the Storage Space. Occupant agrees and acknowledges that failure to provide proof of insurance will result in Occupant's automatic enrollment in and financial responsibility for the Tenant Property Insurance Program made available by the Owner for the minimum amount of coverage under the Insurance Program. Occupant has the right to Opt-Out or cancel the Tenant Property Insurance at any time upon the delivery of proof of other insurance on the stored goods.

9. **ALTERNATE PERSON AND ADDRESS.** Please provide the name and address of another person at an alternate address to whom any preliminary lien notice and subsequent notices may be sent.

ALTERNATE'S NAME: _____ PHONE: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

OCCUPANT _____

Physical Street Address City State Zip

Home/Cell Phone No.

Home/Cell Phone No. Business Phone No. (if applicable)

Email Address

Driver's License / STATE

Military Status: Are you or your spouse on active duty? Yes No
If Yes, Military Contact

10. **USE OF STORAGE SPACE.** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody or control over Occupant's stored property. Occupant agrees to use the Space only for the storage of property wholly owned by Occupant. Occupant shall not store food or any perishable goods in the Space. There shall be no residential 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.

11. **STORAGE SPACE LIMITATION OF VALUE.** Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

(Tenant Initials) _____

Page 2 of 6

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12. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED; COMPLIANCE WITH LAW.** Occupant is strictly prohibited from storing or using materials classified as hazardous or toxic material in the Space and the Storage Facility. In addition, Occupant shall not store flammable materials, explosive or other inherently dangerous materials including gasoline and lithium ion batteries. Occupant shall not store any personal property on the Space which would result in the violation of any law or any governmental authority and Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Space or the use thereof. Occupant shall not use the Space in any manner that will constitute waste, nuisance or unreasonable annoyance to other occupants in the Storage Facility or deemed by Owner to be disreputable or hazardous in Owner's sole discretion. Occupant's obligations of indemnity as set forth below, specifically include any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees

or guests.

13. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE.** All personal property stored within the Space or Storage Facility by Occupant shall be at Occupant's sole risk. Owner, Owner's agents and employees shall not be liable for any loss or damage to any personal property in the Space or Storage Facility arising from any cause whatsoever including, but not limited to, theft, burglary, vandalism, malicious mischief, mysterious disappearance, fire, water damage, the elements, mold or mildew, rodent or vermin damage, pests, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

14. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY.** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the Space or Storage Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

15. **INDEMNITY.** Occupant agrees to indemnify, hold harmless and defend Owner for all claims, demands, actions or causes of action (including attorney's fees and all costs whatsoever) that are hereinafter brought by others arising out of Occupant's use of the Space and common areas, including claims for Owner's, Owner's agents active or passive acts, omissions or negligence.

16. **LIMITATIONS ON ACTIONS TO BRING SUIT.** Any claims, suits, or defenses to any action brought by Occupant which may arise out of this Rental Agreement shall be barred unless commenced by Occupant within one (1) year of the date of the alleged acts, omissions or negligence given rise to such claim, suit or defenses.

17. **ENTIRE AGREEMENT.** Any and all representations, warranties, or agreements by or between the parties are fully set forth herein and no representative of Owner or Owner's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.

18. **ABANDONMENT.** Any personal property found outside the Space shall be conclusively presumed to be abandoned and may be disposed of by Owner without notice or liability to Occupant. In the event rent shall be in default and due and unpaid for a period of fourteen (14) consecutive days and Occupant shall have failed to give Owner written notice of an intention not to abandon the Space and the personal property located in, on or about the Space within fifteen (15) consecutive days thereafter, Owner may reasonably assume that Occupant has abandoned the Space and any personal property located in, on, or about the Space and, at Owner's option, the Space shall be deemed abandoned and this Rental Agreement terminated. Notwithstanding the foregoing, in the event Owner otherwise reasonably determines that Occupant has abandoned the Space, at Owner's option, the Space and any personal property located in, on, or about the Space shall be deemed abandoned and this Rental Agreement terminated. Further, in the event of an abandonment of the Space or any other termination of this Rental Agreement or Occupant's right to possession of the Space, Owner may sell, destroy or otherwise dispose of any personal property thereafter remaining in the Space. Occupant shall also pay and/or be charged a minimum fee of FIFTY DOLLARS (\$50) for moving the contents of an abandoned Space to a different location for the purpose of storage for lien sale resulting from Occupant's default hereunder.

19. **DEFAULTS.** Default by Occupant shall include, but not be limited to, any of the following events; (a) the vacating or abandonment of the Space by Occupant, (b) the failure by Occupant to make any scheduled payment of rent or other payment required by the Rental Agreement, (c) the failure by Occupant to comply with the Rules and Regulations of the Storage Facility, (d) the failure by Occupant to comply with the terms and conditions of this Rental Agreement, including, but not limited to the provisions addressing Use of Premises and Compliance with Law.

20. **USE OF ELECTRICITY.** Use of electrical appliances or equipment in the Space or Storage Facility is prohibited.

21. **ALTERATION AND DAMAGE.** Occupant shall not make or allow any alterations of any kind or description whatsoever to the Space without, in each instance, the prior written consent of the Owner. Occupant agrees to pay for the repair of any damage to the Space or Storage Facility caused by Occupant, Occupant's agents, employees, invitees or guests.

22. **LOCK.** 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. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock, unless Occupant specifically authorizes Owner in writing through a separate agreement signed by both Occupant and Owner. Owner may, but is not required, to lock the Space if it is found open.

(Tenant Initials) _____

Page 3 of 6

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23. **RIGHT TO ENTER, INSPECT AND REPAIR.** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the Space upon two (2) days advanced written notice to Occupant. In the event Occupant does not grant access to the Space as required, or in the event of an emergency as reasonably determined by Owner, or upon default of any of Occupant's obligation under this Rental Agreement, Owner, or Owner's agent or the representative of any governmental authority shall have the right, but not the obligation, to remove Occupant's lock and enter the Space, for the purpose of examining the Space, or the contents thereof, or for the purpose of making repairs or alterations to the Space, and taking such other actions as may be necessary or appropriate to preserve the Space and/or its contents, or to comply with applicable law or enforce any of the Owner's rights. If, in an emergency, Owner needs to relocate Occupant's personal property to another Space at the Storage Facility, then the newly occupied Space shall be deemed the "Space," for purposes of this Rental Agreement. In the event of any damage or injury to the Space arising from negligent or deliberate act or omission of the Occupant, or for which the Occupant is otherwise responsible, or if Occupant fails to remove all personal property from the Space or the Storage Facility upon termination of the Rental Agreement, all expenses reasonably incurred by Owner to repair or restore the Space or the Storage

Facility including any expense incurred in connection to any investigation of the conditions of the Storage Facility, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulations or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant and shall be due upon demand by the Owner. In the event of such clean up, damage, injury, removal, repair or restoration work, cost shall be paid by Occupant as additional rent and shall be due upon demand by the Owner.

24. REPAIRS. Occupant shall cooperate with Owner to facilitate repairs, the removal of property required to make repairs, or such action necessary to the functioning of the facility. If Occupant does not cooperate with Owner's requests, Owner may relocate Occupant's property at Occupant's expense. If Owner relocates Occupant's property to another space, Occupant shall continue to pay rent and all of the terms and conditions of this Agreement shall remain in effect.

25. NO WARRANTIES. Owner hereby disclaims any implied or expressed warranties, guarantees or representations of the nature, condition, safety or security of the Space and the Storage Facility and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Space and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Space or of any property stored therein. Any security systems at the Storage Facility such as fences, gates or video cameras are for Owner's protection only. Occupant may not rely on these security systems or cameras to protect the Storage Space or contents. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto.

26. TERMINATION. Thirty (30) day advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Full month's prepaid rent shall be returned to Occupant within twenty (20) days of vacating the storage space. Occupant must leave the storage space broom clean and in good condition. Occupant is responsible for all damage.

27. CONDITION OF PREMISES UPON TERMINATION. Upon Termination of this Rental Agreement, Occupant shall remove all of Occupant's personal property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear excepted.

28. NOTICES. All notices shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by Occupant. All statutory notices shall be sent as required by law which may include electronic mail. If electronic mail addresses are provided for Occupant and/or Alternate Person, Occupant consents to the delivery of lien notices via electronic mail to Occupant and/or Alternate Person.

29. COMMUNICATIONS. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purpose of contact by Owner. Occupant authorizes and consents to Owner contacting Occupant by any of the following a) in person at Occupant's residence b) cell phone c) email d) automated telephone calls e) text. Such automated calls or messages may be used for conveying important facility information, marketing or collection purposes.

30. NOTIFICATION OF CHANGE OF ADDRESS. In the event Occupant shall change Occupant's place of residence or place of business from the places herein set forth, Occupant shall give Owner written notice of any such change within ten (10) days of the change, specifying Occupant's current residence and business address and telephone numbers.

31. ASSIGNMENT. Occupant shall not assign or sublease the Space or any portion thereof without in each instance the prior written consent of Owner.

32. SUCCESSION. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

33. CONSTRUCTION. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidly without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement.

(Tenant Initials) _____

Page 4 of 6

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34. TIME. Time is of the essence.

35. RULES AND REGULATIONS. Occupant has received and signed a copy of the current Rules and Regulations and agrees to abide by them at all times. The Rules and Regulations are posted in a conspicuous place at the Storage Facility. The Rules and Regulations are made a part of this Rental Agreement and Occupant agrees to comply at all times with the Rules and Regulations. Owner has the right to change the Rules and Regulations, including changing the hours of operation of the facility, and to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Space, Storage Facility and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Storage Facility, the changes shall become a part of this Rental Agreement. Violation of any provisions shall be grounds for immediate termination of this Agreement as determined by the Owner in its sole discretion.

36. OCCUPANT ACCESS. Occupant's access to the Storage Facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the Storage Facility. When the rent or other charges remain unpaid for ten (10) consecutive days, Owner, at its sole discretion, may deny Occupant access to the Space and Storage Facility.

37. ACCESS BY OTHERS. Only Occupant has a conditional right to access the storage facility. Access by others to Occupant's Space is

the responsibility of the Occupant. Owner does not administer access to Occupant's unit. Occupant's employees, agents, guests or relatives may enter the facility with Occupant's permission but must abide by this Rental Agreement and comply with the Rules & Regulations. Occupant's employees, agents, guests or relatives must leave the facility upon the request of the Owner. Individuals who fail to comply with this provision shall be deemed a in violation of this Rental Agreement, and/or a trespasser.

38. **OCCUPANT INFORMATION.** Occupant warrants that all personal information set forth in this agreement is true and correct.

OCCUPANT HAS READ THE ENTIRE RENTAL. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND IT. IF YOU HAVE ANY QUESTIONS CONCERNING ITS LEGAL EFFECT, CONSULT YOUR LEGAL ADVISOR. IN WITNESS WHEREOF, The parties hereto have executed this Rental Agreement the day and year first above written.

OWNER: Austin Road Self Storage
BY: Thomas Management LLC as Manager for Owner ("Manager")

OCCUPANT SIGNATURE: _____

Manager: _____

Date: _____

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT

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Page 5 of 6

Austin Road Self Storage
183 S Austin Road, Manteca, CA 95336
209-884-0887 * <http://www.austinroadselfstorage.com>

RULES AND REGULATIONS

(* No gate access is allowed after posted hours. Austin Road Self Storage office is closed pursuant to paragraph 18 below.)

1. Occupant is required to provide written notice of any changes to their address, phone number, email or alternate contact person.
2. Austin Road Self Storage does not mail invoices via the U.S. Postal Service. Invoices are sent via email to VALID email addresses only.
3. Occupant shall enter an access code each time they enter the Storage Facility, elevator(s) or Space. Violators are subject to a \$20 fine and may result in the termination of the Occupant's rental agreement. No tailgating. Each car must enter their access code for entry.
4. Lock cuts: The Occupant must give written permission for Austin Road Self Storage to cut the lock and pay a \$25 fee. Occupants may not cut their own storage Space lock or bring any lock cutting device into the Storage Facility. Any violation may result in the termination of the Occupant's rental agreement.
5. Loading and unloading must be completed within the hours of operation. With the prior arrangement with the property manager, after hours use may be allowed with a fee of \$20 per every half hour which must be paid in advance. Such access is strictly a courtesy at the convenience of management.
6. The Occupant must provide a 30 day advance, written notification of the intent to vacate their storage space. Upon move out, the storage Space must be completely empty and in broom-clean condition, or the Occupant may be assessed a MINIMUM fee of \$25.
7. Blocking any entry or exit access such as driveways, sidewalks and hallways, by any means, to include vehicle(s), facility carts, etc., is prohibited at all times. Personal property shall not be stored at a height higher than eighteen (18") inches below the fire sprinkler head(s) within the Space. Hanging or affixing any item(s) on fire sprinkler systems are prohibited. Owner reserves the right to inspect the Space for compliance of these requirements.
8. All commercial and rental trucks must check in at the office prior to entry and must comply with all height limitations requirements.
9. The maximum speed limit in the Storage Facility is five miles per hour (5-MPH). No overnight parking is allowed on the premises. Unauthorized or improperly parked vehicles will be impounded 24 hours a day at vehicle owners risk and expense. No exceptions.
10. Servicing vehicles on the premises is prohibited at all times. You will be responsible for damage caused from leaking vehicles.
11. No pets are allowed on the premises, except for legally defined service animals.
12. It is the Occupant's responsibility to properly supervise children at all times while in the Storage Facility. Children shall not be allowed to play at any time within the Storage Facility.
13. Hazardous or toxic materials are PROHIBITED at all times; compliance with the law is required. In addition to paragraph 12 of the Rental Agreement, Occupant's obligations of indemnity specifically includes any costs, expenses, fines or penalties imposed against Austin Road Self Storage, arising out of the storage and/or use of any hazardous, toxic, or other illegal material by Occupant, Occupant's agents, invitees or guests.
14. Trash dumpsters shall only be used to dispose of moderate amounts of trash. Excess amounts of trash or large items such as mattresses are prohibited. No trash may be brought into the Storage Facility to be placed in the dumpster. No toxic waste, flammable materials, explosives, or other inherently dangerous materials are allowed in the trash dumpsters. This includes oils, grease, paint thinners, explosives etc. Flatten all boxes prior to placing in dumpsters.
15. Occupants are only permitted to be in the Space for the time it takes to add or remove stored items. Occupants shall not leave belongings unattended at any time. No loitering in the Space or on the property is allowed. The door to the Space must be open while Occupant or guests are in the storage Space. Occupants or their guests found at the Storage Facility outside of posted access hours will be deemed trespassers.
16. Storage Spaces are for storage only; no work of any type can be performed within a Space or on the premises, including private auctions.
17. Use of electrical outlets or water sources on the premises is prohibited at all times.
18. Austin Road Self Storage office will be closed on New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. No access is allowed after posted hours.

19. Only one lock is permitted on any storage Space door. Occupant may be fined, if the second lock is not removed after notification from the management.
 20. Dollies and carts are provided for the Occupant's use in the Storage Facility and are for the specific use of moving property cargo only. No persons are allowed to ride on the carts. Occupant will be held responsible for any and all damage and/or injury caused by improper use. Refer to paragraph 14 of the Rental Agreement.
 21. Occupant, Occupant's employees, agents, guests or relatives shall conduct themselves appropriately while on Owner's premises. Occupant, Occupant's employees, agents, guests or relatives will not commit, or suffer to be committed, any waste upon the Space or any nuisance, harassment, abusive language, or other act or behavior which may interfere with Owner's business or negatively affect Owner's employees, other Occupants, vendors or any other persons at the Storage Facility or any building or property in proximity to the Storage Facility, nor shall Occupant use the Space for any purpose or manner deemed by management to be disreputable or hazardous.
 22. Pursuant to the California Clean Air Law, no smoking is allowed in the Storage Facility. Violators will be asked to leave the premises if they fail to comply. The use of any open flame instrument, including cigarette lighters, is expressly prohibited on the premises. Shoes and shirts are required to be worn in the Storage Facility.
 23. No recreational activities are permitted anywhere on the premises. These include, but are not limited to, bicycling, skateboarding, or roller skating.
 24. Consumption of any food or beverage on the premises, including Occupant's rented storage Space is prohibited.
 25. Occupant shall not store any food or perishable goods or items that, in Owner's determination, attract vermin, create a nuisance, have a noxious odor or stench. Occupant is responsible for costs incurred by Austin Road Self Storage to remedy a pest or rodent infestation caused by improper storage of such products.
- I have read, understand, and agree to all of the above Rules and Regulations.

OCCUPANT'S SIGNATURE _____
DATE _____