

<Site.Name>
<Site.StreetAddress1>

<Site.City>, <Site.Region> <Site.PostalCode>

<Site.Phone>

Leased Space # <Tenant.UnitName> Gate Access # <Tenant.GateCode>

Rental Agreement

This Agreement, made and entered into this <date.notice>, by and between <Site.LegalName>, hereinafter called "Operator", and <Tenant.Name>, hereinafter called "Occupant", whose last known address is <Tenant.StreetAddress1> <Tenant.City> <Tenant.Region> <Tenant.PostalCode>. For the consideration hereinafter stated, Operator agrees to let Occupant use and occupy a Leased Space in the self-service storage facility, known as <Site.Name>, situated in the City of <Site.City>, State of <Site.Region>, hereinafter referred to as the "Facility", and more particularly described as follows: Leased Space # <Tenant.UnitName> hereinafter referred to as the "Leased Space".

1. **TERM:** The term of this Rental Agreement shall begin on date listed above, which day of the month shall be referred to as the "Renewal Date." This Agreement shall continue on a month-to-month basis, until terminated, as described below.
2. **RENT:** Rent in the sum of \$<Tenant.RentalRate> and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, dumpster charges, damages to the Leased Space or Facility, and other unpaid fees or charges, shall be payable monthly to Operator in advance, without demand or notice on the Renewal Date of each month which is the <Tenant.DueDay> of the month during the term of this Rental Agreement. The initial prepaid period is defined as the ("Initial Term"). All extensions and renewals thereafter shall be the ("Term"). If Occupant vacates on a day other than the day before the Renewal Date, Occupant shall not be entitled to a refund of a pro rata portion of the Rent for the month in which the termination occurs. The Monthly Rent and/or other fees as noted in Provision 4 may be changed at any time by the Operator by giving the Occupant, at the address provided below, thirty (30) days written notice prior to the Renewal Date in which the Rent charge or other charge becomes effective. Any adjustment in the Rent shall not affect the terms of this Rental Agreement and all other terms and conditions remain in full force and effect. Occupant agrees to pay Rent: in person at the Office Address - cash is not accepted; by the Facility payment drop box "Drop Slot", if available at the Facility; via Operator's automated rental terminal "Kiosk"; by mail to the Office Address listed above; or with a credit/debit card which may be used in the following ways: in person at the Facility's Office Address; by phone call to the Facility; Operator's Kiosk; by mobile application Store Here Self Storage phone application "App"; or by advance written authorization, **Occupant shall not pay Rent via the Drop Slot, nor mail cash to the Office Address.** Occupant shall not place any Change of Address in the Drop Slot. Any Rent payment made by the website, Kiosk, or App, must be in the full amount due at the time of payment. If less than full payment is made over the website, Kiosk, or App, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the website, Kiosk, or App. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. All payments received will be applied first to any fees and charges due and owing, then to the oldest outstanding Rent obligation. Operator shall require payments of Rent to be in the form of cash, money order or cashier's check in the event Occupant is in Default or has any payment due Operator returned for any reason, including insufficient funds, or credit/debit card charge back, or once Occupant is Thirty One (31) or more days late, and Operator refuses all checks if Occupant has had two (2) checks returned at any time for any reason. No payments of any kind can be made within Five (5) days of a lien sale unless said payment is made directly in hand, to the Operator, at the Facility, by cash, certified or cashier's check only.
3. **CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES:** By providing credit/debit card or banking information, Occupant has authorized Operator to automatically charge Rent to the credit/debit card referenced (which is owned by the Occupant or upon which Occupant has authority to charge) from the account provided in this Rental Agreement or Addendum, on the Renewal Date of each month or as soon as reasonably practicable thereafter for each renewal of the Term. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. The authorization to charge Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. No credit/debit card payments are accepted under any circumstance once Occupant is Thirty One (31) days late. It is Occupant's responsibility to notify Operator of any new or updated bank account information or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Occupant shall be charged late fees and other Default charges if the credit/debit card payment is not approved by Occupant's bank/credit/debit card provider.
4. **FEES AND DEPOSITS:**
 - (a) Concurrently with the execution of this Rental Agreement, Occupant shall pay to Operator \$<Tenant.LeaseChargesAmtTotal> as a nonrefundable new account fee. This fee includes one month of Occupant contents insurance for \$<Tenant.InsurCoverage> worth of coverage. After this first month, Occupant will be charged monthly for

Occupant contents insurance in the amount of \$<Tenant.InsurPremium> unless Occupant provides to Operator written proof of insurance (See Provision 7(c)).

(b) All Rent shall be paid in advance of the Renewal Date. If any Rent is not paid by the Fourth calendar day after the Renewal Date, or if any check in payment is dishonored by the financial institution on which it is drawn, Occupant shall be deemed to be in Default. The Occupant's failure to perform any of Occupant's obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a Default hereunder. Upon Default, the Occupant shall pay, in addition to any other amounts due, a Late Fee of \$20.00. The Operator may also deny the Occupant access to the Personal Property located in the self-storage Facility. This may include Operator placing a different lock on the Leased Space over which only the Operator and Operator's agents have control.

(c) It is expressly agreed that Operator does not mail monthly invoices. Occupant may request monthly mailed invoices. If so requested, a Five Dollar (\$5.00) service charge shall be included in each invoice for a mailed invoice. Invoices can be emailed at no charge. Occupant shall not fail to pay Rent because Occupant does not receive an invoice via email.

(d) Occupant is in Default if Rent is not paid by the Renewal Date of each month, and any Rent accepted thereafter shall be at the sole discretion of the Operator. If Occupant is in Default, the following fees shall be charged:

Default Fees

Late Fee (on the 4 th day after Rent is due)	\$20.00
Notice of Lien	\$30.00
Lock Cut/Drill Lock Fee	\$50.00
Advertising Fee	Actual Cost
Sale Fee	\$100.00
Cancellation of Lien Sale after Posting online	\$20.00
Towing of Vehicle Stored in Lieu of Sale	\$200.00

Other Charges & Fees

NSF/Returned Check Fee	\$30.00 + Applicable late fees
Credit/debit Card declined or disputed	\$35.00
Cleaning Fee (1 hour minimum)	\$50.00 per person, per hour + disposal fees
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the <Site.Name> is used, not the postmark date. All payments of Rent are considered received on the first business day (before 5:00 PM) when physically received, not when the Rent payment is processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid within Four (4) days of when due the Occupant shall be considered to be in Default and Operator may begin enforcement of Operator's lien against Occupant's Personal Property as permitted by law. Occupant shall pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Operator, Operator's collection of any amount owed by the Occupant, including outside collection agency fees and costs, or the exercise of any remedy by Operator upon a Default by Occupant, (including the sale or other disposition of Occupant's Personal Property) as permitted under this Rental Agreement or by law.

5. USE AND COMPLIANCE WITH LAW: The Leased Space named herein is to be used by Occupant solely for the purpose of storing any Personal Property belonging to Occupant. Occupant agrees that the Facility and Leased Space will not be used for any unlawful purposes and Occupant agrees not to commit waste, nor alter, nor affix signs on the Leased Space, and to keep the Leased Space in good condition during the Term of this Agreement. The Leased Space shall be used and occupied only for the storing of Personal Property owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Occupant. The Leased Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Occupant shall not store cash, cash equivalencies, and negotiable instruments or any other items that can be converted to money. Occupant waives any claim for emotional or sentimental attachment to Occupant's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not make any additions or modification to the Leased Space and shall not drill into or attach anything to the walls, floor or ceiling of the Leased Space. Firearms and ammunition are prohibited in the Leased Space or at the Facility. Contraband is prohibited in the Leased Space or at the Facility. Marijuana may not be used, stored or grown, even if there is a prescription or permit to use or grow marijuana. No storage or consumption of alcohol in the Leased Space at the Facility. No storage or consumption of alcohol in the Leased Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Leased Space. The Leased Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Leased Space, for an audience, or any other activity that is not related to storage of Personal Property. Occupant shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Leased Space for the use or storage of any food (without Operator's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items that would damage the Leased Space; items which emit a foul odor when exposed to moisture or are damaged by moisture;

contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. Occupant shall not use the Leased Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Leased Space and in such case Occupant shall store the Personal Property with less than 1/8 tank of fuel in the tank and a drip pan or absorbent pad designed to absorb petroleum products under said item to retain any leaking fluids. No propane or empty propane canisters may be stored in the Leased Space. No fuel canisters shall be stored in the Leased Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Operator for any "titled" vehicle stored in the Leased Space.** Occupant shall not live or sleep in the Leased Space or Facility, nor shall animals be permitted to be stored in the Leased Space or Facility. Occupant shall not use the Leased Space or Facility for the purpose of establishing or assigning a legal address in order to obtain an occupation license or other governmental permit, or business license, nor as a legal address for residential purposes.

Occupant shall not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

<ESign.Initials1>

6. LIMITATION OF VALUE: Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$4,000.00 the "Value Limit" unless Operator has given permission in writing for Occupant to store property exceeding the Value Limit and Occupant has provided proof of insurance to Operator to cover the value of the stored property. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a Leased Space is the Value Limit. Nothing in this section shall be deemed to create any liability on the part of Operator to Occupant for any loss or damage to Occupant's property, regardless of cause.

7. NON-LIABILITY OF OPERATOR AND INSURANCE OBLIGATIONS OF OCCUPANT:

a) ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. THE OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. THE OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PERSONAL PROPERTY. Operator, Operator's agents, and employees shall not be liable to and are released by Occupant and Occupant's invitees, family, employees, agents or servants for any Personal Property damage or loss from any cause, including, but not exclusively, theft, vandalism, fire, smoke, water, mold, mildew, earthquake, explosion, act of God, vermin, mysterious disappearance, burglary or theft, the active or passive acts or omissions or negligence of Operator or Operator's agents or any other cause whatsoever.

b) PERSONAL INJURY. Occupant further releases Operator, Operator's employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupant's use of the Leased Space and Facility.

Occupant understands that this Release of Operator's liability, including the value limitations and limitation of Operator's negligence and liability, are bargained for conditions of this Rental Agreement and Operator's consent to enter into this Rental Agreement, and that if Operator were not released and indemnified from the liability as set forth in Provisions 7 and 8 a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement.

c) OPERATOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT OCCUPANT MAY HAVE OR CLAIM BY RENTING THE LEASED SPACE OR BEING ON OR ABOUT THE FACILITY, AND THEREFORE OCCUPANT MUST OBTAIN ANY INSURANCE DESIRED AT OCCUPANT'S OWN EXPENSE. Occupant agrees, at Occupant's sole expense, to maintain insurance on all Personal Property stored in the Leased Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism, and malicious mischief. Occupant shall provide Operator with proof of a policy meeting these criteria or Occupant shall be enrolled in an insurance plan selected by Operator at the Four Thousand Dollar (\$4,000.00) level of coverage and the premium shall be paid with Rent. A Four Thousand (\$4,000.00) Dollar policy is included for the first month as part of a new account fee, this coverage cannot be cancelled by Occupant during the Initial Term. Higher level monthly limits of insurance offered by Operator are available upon request. Occupant may terminate the policy sold through the Facility by obtaining a policy meeting the Operator's requirements and providing a copy to Operator.

Occupant has the right to opt-out or cancel the Personal Property Insurance at any time upon the delivery of proof of other sufficient insurance on the Personal Property. However, after the Initial Term the opt-out will apply at the end of each Term. Occupant's failure to provide or maintain such insurance shall represent an event of Default and is grounds for immediate termination of the Occupant's right of tenancy and further shall mean that Occupant shall assume all risk of loss or damage to Personal Property while stored in the Leased Space. Operator does not carry any insurance which would protect Occupant's Personal Property from loss or damage, even if Operator failed to enroll Occupant in a contents policy. While information may be made available to Occupant with respect to insurance, Occupant understands and agrees that Operator and Operator's agents are not insurance agents or brokers and do not assist and have not assisted Occupant in the explanation of coverage or

possible lack of coverage or in the making of claims under any insurance plan, and have made no representations except as set forth in this Rental Agreement. Further, Operator to the extent Occupant has provided proof of Occupant's own insurance coverage and Operator's onsite employees have not reviewed this coverage and do not warrant that this coverage will be sufficient in the event of a loss, Occupant is encouraged to speak to Occupant's own agent to be certain that Occupant's insurance will provide adequate coverage for property stored at a self service storage Facility.

d) **SECURITY TYPE SYSTEMS:** Operator employs certain measures to protect Operator's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from Occupant's obligation of insuring Occupant's Personal Property. These Security Type Systems may include lighting, coded access gate, door alarms, fences, fence wires, sprinkler systems, and cameras - (Check with the Facility Manager for the systems available at this Facility). Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be recorded at all times and any alarms are not monitored. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Personal Property or the Occupant, Occupant's guests, or invitees when using the Leased Space or Facility.

8. **INDEMNIFICATION; SUBROGATION:** Occupant agrees to waive, and have Occupant's insurer waive, any right of subrogation of any claim of Occupant against Operator, Operator's employees, or agents. Occupant agrees to indemnify, defend and hold Operator harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Occupant's Personal Property however occurring, or arising out of or related to the use of the Leased Space and Facility by Occupant, Occupant's invitees, and guests, or to any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests. Occupant shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision # 8. Occupant's obligation to indemnify Operator specifically applies to any violation by Occupant of the Operator's environmental conditions and restrictions resulting in damages caused by Occupant, Occupant's invitees or guests, regardless of any negligence on the part

9. **DEFAULT/OPERATOR'S LIEN: THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY OF AN OCCUPANT LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR DELINQUENT RENT, LATE FEES, LABOR, OR OTHER CHARGES INCURRED PURSUANT TO THE RENTAL AGREEMENT AND FOR EXPENSES INCURRED FOR PRESERVATION, SALE, OR OTHER DISPOSITION OF THE PERSONAL PROPERTY.**

NOTICE: ALL ARTICLES STORED UNDER THE TERMS OF A SELF-STORAGE RENTAL AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 DAY PERIOD.

Operator's lien attaches as of the date the Personal Property is brought to the self-service storage Facility. The exclusive care, custody, and control of any and all Personal Property stored in the Leased Space shall remain vested in Occupant. Operator does not become a bailee of Occupant's Personal Property by the enforcement of Operator's lien.

If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Operator in addition to such other rights Operator may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Occupant does not provide photo ID at rental, Operator may deny access or cancel the Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Operator for cause, Operator may: (i) deactivate automated gate access; (ii) overlock, deactivate, or otherwise place a device to deny Occupant's access to the Leased Space, once Occupant is in Default for at least fifteen (15) days late and the placement of Operator's overlock or other deactivation device, along with any written notice sent to Occupant, shall serve as constructive notice that Operator has not received Rent from Occupant for the current term; (iii) remove Occupant's lock and access the Leased Space; however, Rent and other charges shall continue to accrue after overlock, drill out or lock removal until the Leased Space is sold or Occupant cures the Default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (v) sell or dispose of the Personal Property in the Leased Space as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. The act of overlocking/denying access or removing Occupant's lock shall not constitute an election of a remedy by Operator, and shall not constitute Operator taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Occupant is in Default and is overlocked or if the lock is cut or drilled out and replaced with Operator's lock, Operator is not required to remove the overlock or take off Operator's lock (after lock cut) until up to Three (3) business days after payment has been made in full. Operator reserves the right not to remove Operator's replacement lock until Occupant is present and replaces the lock with Occupant's own new lock, or Operator in Operator's sole discretion can remove Operator's lock leaving the Leased Space unlocked. In any case Operator shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Operator's lock or overlock. In the event of Default, Occupant forfeits any concessions received and rent for the Leased Space shall automatically increase to the current market rate.

All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

10. **LOCK:** Occupant is required to keep the Leased Space locked using a lock deemed by Occupant to be suitable for the function of self-service storage. Occupant shall provide at Occupant's own expense, a lock that Occupant, in Occupant's sole discretion deems sufficient to secure the Leased Space. On certain Leased Spaces, Occupant is required to use a through-the-

door cylinder lock, which shall be purchased from Operator's office to secure the Leased Space. The Cylinder lock is not returnable for a refund or deposit at the end of the Term. Otherwise, if a cylinder lock is not required by Operator, then Operator strongly recommends Occupant use a disc style lock, which may be purchased at Operator's office. In either instance, the Operator may provide, without charge, the first lock to Occupant as part of the Administration Fee. If a disc lock is provided, Occupant may use any other disc lock desired, however, Operator shall not be required to provide another lock if the original lock becomes defeated, removed, lost, cut, drilled out or defective. Occupant shall lock the Leased Space at all times except when accessing the Leased Space. Operator does not maintain a key to any lock used by Occupant. Occupant shall not use any hasp for an additional lock, the second hasp, if any, is reserved for Operator's use. Any additional lock on the Leased Space shall be removed and Operator shall charge a Fifty (\$50.00) Dollar lock removal charge. If a lock is removed as a result of a Default by Occupant, or if Operator finds an occupied Leased Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed or in Emergency or non-Emergency entry, or for any other reason described in this Rental Agreement, Operator will try to notify Occupant, and Operator may, but is not required to, lock the Leased Space with Operator's lock at Occupant's expense. If Operator chooses to re-secure the Leased Space, and Occupant does not replace the lock, then after Five (5) days, Operator shall put a new lock on the Leased Space and charge Occupant's account at prevailing charges, depending on the type of lock. The keys will be mailed to Occupant's last known address. If Occupant loses Occupant's keys, Occupant must engage a bonded locksmith to remove Occupant's lock. **No Exceptions. All bolt cutters, grinders, drills, etc., are forbidden on the Facility. If Occupant requires a lock cut, Occupant must hire a locksmith.** If the Leased Space is not locked, Occupant is delinquent in Rent, and Operator determines the items contained in the Leased Space have no marketable value (under \$100.00) Operator may consider the Leased Space abandoned and dispose or sell any or all Personal Property in the Leased Space.

11. ALTERATIONS, SIGNS AND WASTE: Occupant assumes responsibility for having examined the Leased Space and hereby accepts it as being in good order and condition. Occupant shall not make any alterations of the Leased Space or Facility, nor post any sign without the express written consent of the Operator. Occupant shall not commit any waste at the Facility. Occupant agrees that should Occupant cause any damage to the Leased Space or the Facility that Operator shall invoice Occupant for said damages which will become Additional Rent and Occupant shall pay the invoice provided by the Operator within five (5) days of receipt. The Operator shall have the right, upon nonpayment, to add the amount of said invoice to the Occupant's account and if not paid, Operator may auto debit/charge the increased Rent with the next Rent payment due from Occupant's credit/debit card or refuse any rent payment from Occupant as a partial payment. Occupant agrees and understands that Occupant's failure to pay said invoice may result in a default under the Occupant's Rental Agreement resulting in the possible foreclosure and sale of the Occupant's Personal Property; or Operator may use a collection agency to collect unpaid invoices if Occupant has moved out.

12. RIGHT TO ENTER, INSPECT, AND REPAIR LEASED SPACE/OPERATOR MAY ENTER: Operator, Operator's employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Leased Space, without notice to Occupant, to take such action as may be necessary to preserve Operator's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Operator's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Operator shall further have the right, on a non-Emergency basis, to remove Occupant's lock and enter the Leased Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Operator's Personal Property (the "Work"). Operator will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Operator access, Operator may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 10. Occupant is notified that Operator complies with all search warrants and subpoenas for Occupant information.

13. EXCLUSION OF ALL WARRANTIES: The agents and employees of Operator are not authorized to make warranties about the Leased Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OPERATOR'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Leased Space and the Facility, and that Occupant accepts such Leased Space and access to the Facility AS IS AND WITH ALL FAULTS.

14. NOTICES: Except as otherwise required by law, all notices under this Rental Agreement from Operator to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Terms and Conditions and shall be conclusively presumed to have been received by Occupant Three (3) business days after mailing, or upon emailing. All notices from Occupant to Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the Office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Operator in writing, via certified mail return receipt requested to the Mailing Address; or via a nationally recognized overnight carrier with signature confirmation; or via Operator's secure website; via Kiosk, if available; via Mobile App; or in person at the Facility; on a form prescribed by Operator, of any change in Occupant's

address or of intent to vacate at the end of the Term.

15. ASSIGNMENT: Occupant shall not assign or sublease the Leased Space or any portion thereof without written consent of Operator. Operator may assign or transfer this Rental Agreement without the consent of Occupant and after such assignment or transfer; Operator shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer, if any security deposit was collected, it shall be transferred to the Assignee of Operator.

16. 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.

17. TERMINATION: Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (through the next Renewal Date) and Occupant notifies Operator of Occupant's intent to vacate at least Ten (10) days before the end of the Term. Operator may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the Term. Operator may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Facility, or if Occupant's Leased Space becomes infested, or if Occupant is residing in the Leased Space. No refunds of partial months are made if Occupant vacates the Leased Space before the end of the Term. The Leased Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or Rent will continue to accrue), and the Occupant's lock must be removed. Occupant shall fully vacate by the date stated in Occupant's or Operator's Notice. Operator charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Operator must remove Personal Property and/or clean the Leased Space.

18. DENIAL OF ACCESS: In addition to any denial of access to the Facility and Leased Space for Occupant's Default, Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Operator, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance all without advance notice to Occupant. These denials of access shall not represent an Event of Default by Operator or the Facility. Operator may change the regular times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility, or Operator's website, or mailed to Occupant. In the event of an Emergency or catastrophe at or around the Facility, Operator may change access hours without notice to Occupant and Operator may require Occupant enter only when escorted by Operator's employees or agents or Operator may deny access to the Leased Space and Facility. Further, Operator shall not be liable for Occupant's inability to enter the Facility or Leased Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant.

19. Is Occupant in, or a Spouse/Dependent of, someone in Active Duty military service, including the Reserves, National Guard, Uniformed Services, or employed by NOAA or National Institute of Public Health Service?

Yes <Esign.Checkbox>

No <Esign.Checkbox>

If yes, Who? <Esign.TextBoxOptional>

ACTIVE MILITARY: An Occupant who is a military service member or a dependent of such active duty member must disclose such service and must notify the Facility of any change in status. Further, the Facility requests notification if the Occupant is transferred or deployed overseas.

Base Contact: Commanding Officer <Esign.TextBoxOptional>

Phone # <Esign.TextBoxOptional>

Military Unit Number <Esign.TextBoxOptional>

Deployment Date: <Esign.TextBoxOptional>

Expected date of return: <Esign.TextBoxOptional>

Emergency Contact Person, address and phone number: <Esign.TextBoxOptional>

20. INVENTORY AND LIENHOLDERS: The following information is very important. Describe Occupant's property precisely. Operator will use the description provided by Occupant if Occupant's Leased Space goes to public auction due to a default in this Agreement. <Tenant.UnitContents>

<Esign.Textbox>

Occupant represents that Occupant owns or has legal possession of the Personal Property in Occupant's Leased Space. Occupant attests that Occupant has disclosed any lienholders with an interest in Personal Property that is stored or will be stored in the Leased Space. All the Personal Property in Occupant's Leased Space or that will be stored in the Leased Space is free and clear of all liens and secured interests EXCEPT for items listed.

<Esign.TextBoxOptional>

21. PEST CONTROL: Occupant is advised that Operator may use chemicals at the Facility including around the Leased Space, for pest control. For this reason, no pets are allowed. Occupant is advised that bait is used in vacant Leased Spaces, if found, please be cautious, and leave in place. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Leased Space. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellant/trap devices that Occupant deems necessary to protect Occupant's Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by

Operator, if at all, is in common areas of the Facility, other than the Leased Space.

22. PERMISSION TO CALL, FAX, USE SOCIAL MEDIA, TEXT AND/OR E-MAIL: Occupant recognizes Operator and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Operator from contacting Occupant by phone, fax, text, or e-mail, Occupant hereby consents to Operator phoning, faxing, contacting via Social Media, texting, and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Operator permission to send text messages to Occupant's provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Leased Space, including but not exclusively, late rent and other Default issues, unless otherwise prohibited by law. Further, Occupant consents to Operator sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of Default. For this reason, Occupant agrees to keep a current email address of record with the Operator and to notify Operator of any change in Occupant's email address.

23. THE LEASED SPACE: By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator or any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Leased Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Leased Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Release and Discharge Operator from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant's having agreed to the terms of this Provision and the Waiver and Release contained herein.

24. PARTIAL PAYMENTS OR PAYMENT IN THE EVENT OF DEFAULT: Partial payments shall not be accepted.

25. TEMPERATURE CONTROL: Alabama law does not define the term "Climate Controlled" or "Temperature Controlled". Operator in various materials, including on some of the Facility signage, websites, and marketing materials, may refer to the Leased Space as Climate Controlled. Operator does not control the climate and only controls the temperature of the Leased Space. This Provision and the responsibility to provide temperature control applies only if so indicated as a Temperature Controlled Leased Space. If not indicated as Temperature Controlled, then the Leased Space is not temperature controlled. Operator provides both heating and air conditioning to the building containing the Leased Space. It is agreed that Operator shall use all reasonable efforts to maintain a temperature in the building containing the Temperature Controlled Leased Space by heating to no less than Fifty degrees (50°) Fahrenheit in the Winter and by cooling the Leased Space to no more than Eighty degrees (80°) Fahrenheit in the Summer. Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature minimum or maximum and Occupant understands that heating and air conditioning systems and their power sources are not redundant. Further, the temperature in the building containing the Leased Space may vary from the actual temperature of the Leased Space. Occupant agrees to release Operator from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Operator's direct control.

26. HUMIDITY IN THE LEASED SPACE: Operator does **not** represent that the Leased Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the Term.

27. MOLD: Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Leased Space rented. Operator does not warrant the Leased Space to be water-tight or dry. Operator shall not be liable and is hereby released from liability for mold on Occupant's Personal Property from whatever source and no matter how it occurs. Occupant shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Personal Property. To help avoid mold, Operator recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any Personal Property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Leased Space. Occupant shall periodically inspect the Leased Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

28. STORAGE OF MOTOR VEHICLES/BOATS: Will a Titled Vehicle be Stored?

Yes <Esign.Checkbox> No <Esign.Checkbox>

(If Yes, Vehicle Addendum or Rental Agreement is required)

29. WAIVER OF JURY TRIAL: The Operator 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 Operator against the Occupant or the Occupant against the Operator arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Leased 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.

30. AGREEMENT TO MEDIATE: Realizing that in Self-Storage relationships there is always a possibility of differences of

opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Operator and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Operator's right to conduct a lien sale, declare an abandonment, tow any Vehicle stored, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Excluded Claims"); between or involving Operator and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant located within Fifteen (15) miles of the Facility. In the mediation, Operator and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Operator and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

31. AGREEMENT TO ARBITRATE: In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Facility and its management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Fifteen (15) miles of the Facility. 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 Occupant and Operator.

32. CLASS ACTION WAIVER: Except for any Excluded Claims, any dispute, claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Occupant and Operator, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Operator's and/or Occupant individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as "Class Action"). Operator and Occupant expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Operator and Occupant. With respect to any such claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Operator and/or Occupant and solely in each of the respective individual capacities of Operator and Occupant. Any claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Operator and Occupant each understand and Operator and Occupant each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may be a party to a Class Action.

33. OPERATOR'S EMPLOYEES: In the event Occupant requests any of Operator's employees to perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service (s). Occupant agrees to release, hold harmless and indemnify Operator for any loss, charge or injury Occupant may suffer related to the use of Operator's employees. Occupant further agrees that Occupant's interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.

34. ATTORNEYS' FEES: In the event the Operator 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 Operator the reasonable costs, expenses, and attorney's fees incurred in any such action.

35. CONSTRUCTION: This Rental Agreement shall be governed and construed in accordance with the laws of the State of Alabama. Operator and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Operator and Occupant further agree that the Federal or State courts in the County in Alabama in which the Facility is located shall have exclusive jurisdiction for any litigation related to this

Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable. Whenever possible, each provision of this Rental Agreement shall be interpreted to be effective and valid under applicable law, but if any provision shall be invalid or prohibited under such applicable law, such prohibition or invalidity shall not invalidate the remainder of the provisions or the remaining provisions of this Rental Agreement.

36. LOITERING: The purpose of this Rental Agreement is for renting Leased Space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Leased Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Leased Space or at the Facility for more than Three (3) hours a day, without specific permission from Operator, this shall be grounds for immediate termination of occupancy.

37. ELECTRICITY: Use of electricity at the Facility are strictly reserved to Operator at all times unless an Addendum is accepted by Operator.

38. TRASH DISPOSAL: Use of dumpster on Facility grounds and facility water are reserved for Operator's use, unless written permission is obtained.

39. CARTS AND DOLLIES: Hand dollies and Carts ("Cart") are provided for the convenience of the Occupant. Occupant agrees to properly use the Cart in the manner for which they were intended, including but not exclusively, loading no more than 300 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 2 feet total. Carts are provided to Occupant solely as a courtesy, and may be out of order or Cart service may be terminated at any time without said termination representing a Default under the Rental Agreement. As such, Carts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the Cart and/or for personal injury Occupant suffers as a result of use or misuse of the Cart whether or not Occupant's actions were negligent in the use of the Cart.

40. RULES AND REGULATIONS: The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with Ten (10) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Occupants and are made for the appropriate and efficient operation of the Facility.

41. ENTIRE AGREEMENT: This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR AGREEMENTS BY OR BETWEEN THE PARTIES WHICH ARE NOT FULLY SET FORTH HEREIN AND NO REPRESENTATIVE OF OPERATOR OR OPERATOR'S AGENTS IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

OCCUPANT AGREES THAT ALL INFORMATION PROVIDED FOR AND CONTAINED IN THIS AGREEMENT IS ACCURATE AND CORRECT.

If this Rental Agreement is executed by the Occupant via a computer generated acknowledgment service, ("Electronic Signature") then Occupant agrees that: Occupant has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Occupant's Electronic Signature to this Rental Agreement by checking the box below and any Addendum, including initials on any provision, if applicable, this Electronic Signature shall bind Occupant and be of the same quality as if Occupant had signed or initialed the documents in person, in the presence of a Facility employee.

By<ESign.Signature2>
for Operator -
<Site.LegalName>

By: <ESign.Signature1>
Occupant Signature

Original Lease Date: <Tenant.LeaseSignDate>
Occupant Lease No: <Tenant.LeaseNo>

Access: Individual(s) named below are permitted to enter, vacate, request the gate code, and request the lock to be cut off this Space. However, those named shall have no rights as a Tenant under this Agreement:

<ESign.TextBoxOptional>

<ESign.TextBoxOptional>

Primary Address and Contact Information:

<Tenant.Name> <Tenant.CompName>
<Tenant.StreetAddress1>
<Tenant.StreetAddress2>
<Tenant.City>, <Tenant.Region>
<Tenant.PostalCode>
Home: <Tenant.HomePhone>
Work: <Tenant.WorkPhone>
Mobile: <Tenant.MobilePhone>
<Tenant.Email>

Provide the name, address and phone number of an alternate person to whom the notices given to Occupant can be sent and

who may be contacted if Operator is unable to contact the Occupant or in the event Occupant is in Default ("Alternate Contact"). (If no one write "none"). Do not name someone who lives with Occupant:

Name: <ESign.TextBoxOptional>

Phone: <ESign.TextBoxOptional>

Address: <ESign.TextBoxOptional> City:<ESign.TextBoxOptional> State: <ESign.TextBoxOptional> Zip: <ESign.TextBoxOptional>

The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Occupant is renting the Leased Space by the entirety of the Leased Space not by the square foot. See Provision 23.

Sample Lease