

<Site.Name>  
<Site.StreetAddress1>

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

<Site.Phone>

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 "Owner", and <Tenant.Name>, hereinafter called "Occupant", whose last known address is <Tenant.StreetAddress1> <Tenant.City> <Tenant.Region> <Tenant.PostalCode>. For the consideration hereinafter stated, Owner agrees to let Occupant use and occupy a 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: Space # <Tenant.UnitName>, hereinafter referred to as the "Space". Said Space is to be occupied and used for the purposes specified herein and subject to the conditions set forth for a period of month-to-month basis, beginning on the <date.notice>, and continuing month to month until terminated.

- 1. SPACE:** 'Space,' as used in this Agreement, will be that part of the self-service storage facility as described above. Occupant agrees to pay Owner, as payment for the use of the Space and improvements thereon, the monthly sum of **\$<Tenant.RentalRate>**. Occupant accepts the Space as being in good condition and repair and will pay Owner for repairs necessary while under the Occupant's control. Occupant may not alter the Space without the written prior consent of the Owner.
- 2. 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.
- 3. 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 Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner in advance, without demand or notice on the Renewal Date of each month which is the **DAY <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 5 may be changed at any time by the Owner 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 Owner'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; Owner'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. Owner 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 Owner 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 Owner 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 Owner, at the Facility, by cash, certified or cashier's check only.
- 4. CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES:** By providing credit/debit card or banking information, Occupant has authorized Owner 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 Owner 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.

**5. 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 8(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 Owner may also deny the Occupant access to the Personal Property located in the self-storage Facility. This may include Owner placing a different lock on the Space over which only the Owner and Owner's agents have control.

(c) It is expressly agreed that Owner 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 Owner. If Occupant is in Default, the following fees shall be charged:

Default Fees

Late Fee (on the 7 <sup>th</sup> 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	\$50.00
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 Seven (7) days of when due the Occupant shall be considered to be in Default and Owner may begin enforcement of Owner's lien against Occupant's Personal Property as permitted by law. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, including outside collection agency fees and costs, or the exercise of any remedy by Owner 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.

**6. USE AND COMPLIANCE WITH LAW:** The Space named herein is to be used by Occupant solely for the purpose of storing any Personal Property belonging to Occupant. Occupant agrees not to store any explosives or any highly inflammable goods or any other goods in the Space which would cause danger to the Space. 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 Space, and to keep the Space in good condition during the Term of this Agreement. The 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 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 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 Space and shall not drill into or attach anything to the walls, floor or ceiling of the Space and shall not commit waste in the Space. Firearms and ammunition are prohibited in the Space or at the Facility. Contraband is prohibited in the 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 Space at the Facility. No storage or consumption of alcohol in the Space at the Facility. No

Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Space. The Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Space, for an audience, or any other activity that is not related to storage of Property. Occupant shall not use the Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Space for the use or storage of any food (without Owner'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 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 Space which produces or releases such prohibited materials. Occupant shall not use the 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 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 Space. No fuel canisters shall be stored in the Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Space.** Occupant shall not live or sleep in the Space or Facility, nor shall animals be permitted to be stored in the Space or Facility. Occupant shall not use the 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 Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. 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>

**7. 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 Owner has given permission in writing for Occupant to store property exceeding \$4,000.00 in value and Occupant has provided proof of insurance to Owner 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 Space is \$4,000.00. 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.

**8. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT:**

**a) ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PERSONAL PROPERTY.** Owner, Owner'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 Owner or Owner's agents or any other cause whatsoever.

**b) PERSONAL INJURY.** Occupant further releases Owner, Owner'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 Space and Facility.

**c) OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT OCCUPANT MAY HAVE OR CLAIM BY RENTING THE 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 Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism, and malicious mischief. Occupant shall provide Owner with proof of a policy meeting these criteria or Occupant shall be enrolled in an insurance plan selected by Owner at the Four Thousand Dollar (\$4,000) 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 Owner are available upon request. Occupant may terminate the policy sold through the Facility by obtaining a policy meeting the Owner's requirements and providing a copy to Owner. 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 Space. Owner does not carry any insurance which would protect Occupant's Personal Property from loss or damage, even if Owner 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 Owner and Owner'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, Owner to the extent Occupant has provided proof of Occupant's own insurance coverage and Owner'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) Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner'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 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 Space or Facility.

**9. INDEMNIFICATION; SUBROGATION:** Occupant agrees to waive, and have Occupant's insurer waive, any right of subrogation of any claim of Occupant against Owner, Owner's employees, or agents. Occupant agrees to indemnify, defend and hold Owner 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 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 Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #9. Occupant's obligation to indemnify Owner specifically applies to any violation by Occupant of the Owner's environmental conditions and restrictions resulting in damages caused by Occupant, Occupant's invitees or guests, regardless of any negligence on the part

**10. DEFAULT/OWNER'S LIEN: OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, FEES FOR THE LATE PAYMENT OF RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY-DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON OCCUPANT'S DEFAULT, OWNER MAY WITHOUT NOTICE DENY OCCUPANT ACCESS TO THE PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE SEVENTH CALENDAR DAY OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED BY THE FINANCIAL INSTITUTION ON WHICH IT IS DRAWN, OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.**

For purposes of Owner's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, trailers, watercraft, household items, and furnishings. "Last known address" means the street address or post office box address provided by Occupant in the latest Rental Agreement or the address provided by Occupant in a subsequent written notice of a change of address by hand delivery, verified mail, or e-mail. Owner's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this Rental Agreement in Georgia, in the name of Occupant, either in the county of Occupant's last known address or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom Owner has knowledge through Occupant's disclosure in this Rental Agreement or through other written notice. Occupant attests that the personal property in Occupant's Space is free and clear of all liens and secured interests. Owner's lien attaches as of the date the Personal Property is brought to the self-service storage Facility. Except as otherwise specifically provided in this Rental Agreement, the exclusive care, custody, and control of any and all Personal Property stored in the Space shall remain vested in Occupant. Owner does not become a bailee of Occupant's Personal Property by the enforcement of Owner's lien.

If Occupant has been in default continuously for Thirty (30) days, Owner may enforce Owner's lien, provided Owner shall comply with the following procedure:

(1) Occupant shall be notified of Owner's intent to enforce Owner's lien by written notice delivered in person, by verified mail or by e-mail. Owner also shall notify other parties with superior liens or security interests as defined in this Rental Agreement. A notice given pursuant to this Rental Agreement shall be presumed sent when it is deposited with the United States Postal Service or the statutory overnight delivery service properly addressed with postage or delivery fees prepaid or sent by e-mail. If Owner sends notice of a pending sale of property to Occupant's last known e-mail address and does not receive a nonautomated response or a receipt of delivery to the e-mail address, Owner shall send notice of the sale to Occupant by verified mail to Occupant's last known address or to the last known address of the designated agent of the Occupant before proceeding with the sale.

(2) Owner's notice to Occupant shall include an itemized statement of Owner's claim showing the sum due at the time of the notice and the date when the sum became due. Owner's notice shall notify Occupant of denial of access to the personal



property and provide the name, street address, e-mail address, and telephone number of Owner or Owner's designated agent, whom Occupant may contact to respond to this notice. Owner's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. It shall state that, unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at a public sale to the highest bidder, at a specified time and place.

(3) After the expiration of the time given in Owner's notice, Owner shall publish an advertisement of the public sale to the highest bidder, once a week, for two consecutive weeks, in the legal organ for the county where the self-service storage facility is located. The sale shall be deemed commercially reasonable if at least three (3) independent bidders attend the sale at the time and place advertised. Independent bidder means a bidder who is not related to and who has no controlling interest in, or common pecuniary interest with, Owner or any other bidder. The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-storage facility, and the number, if any, of the Space where the personal property is located, and the name of Occupant; and the time, place, and manner of the public sale. The public sale to the highest bidder shall take place not sooner than Fifteen (15) days after the first publication. Regardless of whether a sale involves the property of more than one Occupant, a single advertisement may be used to advertise the disposal of property at the sale. A public sale includes offering the property on a publicly accessible website that regularly conducts online auctions of personal property. Such sale shall be considered incidental to the self-storage business and no license shall be required.

**THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY, LOCATED AT A SELF-SERVICE STORAGE FACILITY FOR RENT, 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. IF OCCUPANT DEFAULTS UNDER THIS RENTAL AGREEMENT, THE PERSONAL PROPERTY STORED IN THE SPACE MAY BE SOLD TO SATISFY OWNER'S LIEN. THIS ACTION IS AUTHORIZED BY THE GEORGIA SELF-SERVICE STORAGE FACILITY ACT OF 2013 TITLE 10 CHAPTER 4 ARTICLE 5 §210 ET SEQ.**

(4) If no one purchases the property at the public sale and if Owner has complied with the foregoing procedures, Owner may otherwise dispose of the property and shall notify Occupant of the action taken. Any sale or disposition of the personal property shall be held at the self-storage facility or at the nearest suitable place to where the personal property is held or stored.

(5) Before any sale or other disposition of personal property pursuant to this Agreement, Occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred, and thereby redeem the personal property and thereafter Owner shall have no liability to any person with respect to such Personal Property.

(6) A Purchaser in good faith of the personal property sold to satisfy Owner's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by Owner with the requirements of this Agreement.

(7) In the event of a sale, Owner may satisfy his or her lien from the proceeds of the sale.

(8) Owner shall hold the balance of the proceeds, if any, for Occupant or any notified secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 44, the Disposition of Unclaimed Property Act and as it may be amended. In no event shall Owner's liability exceed the proceeds of the sale.

(9) 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.

**11. LOCK:** Occupant is required to keep the 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 Space. On certain Spaces, Occupant is required to use a through-the-door cylinder lock, which shall be purchased from Owner's office to secure the 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 Owner, then Owner strongly recommends Occupant use a disc style lock, which may be purchased at Owner's office. In either instance, the Owner 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, Owner 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 Space at all times except when accessing the Space. Owner 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 Owner's use. Any additional lock on the Space shall be removed and Owner 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 Owner finds an occupied 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, Owner will try to notify Occupant, and Owner may, but is not required to, lock the Space with Owner's lock at Occupant's expense. If Owner chooses to re-secure the Space, and Occupant does not replace the lock, then after Five (5) days, Owner shall put a new lock on the 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. 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 Owner's lock, Owner is not required to remove the overlock or take off Owner's lock (after lock cut) until up to Three (3) business days after payment has been made in full. Owner reserves the right not to remove Owner's replacement lock until Occupant is present and replaces the lock with Occupant's own new lock, or Owner in Owner's sole discretion can remove Owner's lock leaving the Space unlocked. In any case Owner shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Space after late payment arising from failure to immediately remove Owner's lock or overlock. In the event of Default, Occupant forfeits any concessions received and rent for the Space shall automatically increase to the current market rate. 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 Space is not locked, Occupant is delinquent in Rent, and Owner determines the items contained in the Space have no marketable value (under \$100.00) Owner may consider the Space abandoned and dispose or sell any or all Personal Property in the Space.**

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

**13. RIGHT TO ENTER, INSPECT, AND REPAIR SPACE/OWNER MAY ENTER:** Owner, Owner'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 Space, without notice to Occupant, to take such action as may be necessary to preserve Owner'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 Owner'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. Owner shall further have the right, on a non-Emergency basis, to remove Occupant's lock and enter the Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the "Work"). Owner 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 Owner access, Owner 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 11. Occupant is notified that Owner complies with all search warrants and subpoenas for Occupant information.

**14. EXCLUSION OF ALL WARRANTIES:** The agents and employees of Owner are not authorized to make warranties about the Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'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 Space and the Facility, and that Occupant accepts such Space and access to the Facility AS IS AND WITH ALL FAULTS.

**15. NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Owner 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 Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing, via certified mail return receipt requested to the Mailing Address; or via a nationally recognized overnight carrier with signature confirmation; or via Owner's secure website; via Kiosk, if available; via Mobile App; or in person at the Facility; on a form prescribed by Owner, of any change in Occupant's address or of intent to vacate at the end of the Term.

**16. ASSIGNMENT:** Occupant shall not assign or sublease the Space or any portion thereof without written consent of Owner. Owner may assign or transfer this Rental Agreement without the consent of Occupant and after such assignment or transfer; Owner 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 Owner.

**17. 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.

**18. 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 Owner of Occupant's intent to vacate at least Ten (10) days before the end of the Term. Owner may terminate this Rental Agreement by giving Occupant Thirty (30)

days written notice prior to the end of the Term. Owner may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Facility, or if Occupant's Space becomes infested, or if Occupant is residing in the Space. No refunds of partial months are made if Occupant vacates the Space before the end of the Term. The 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 Owner's Notice. Owner charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Space.

**19. DENIAL OF ACCESS:** In addition to any denial of access to the Facility and Space for Occupant's Default, Occupant's access to the Space and the Facility may be limited as reasonably deemed necessary by Owner, 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 Owner or the Facility. Owner 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 Owner's website, or mailed to Occupant. In the event of an Emergency or catastrophe at or around the Facility, Owner may change access hours without notice to Occupant and Owner may require Occupant enter only when escorted by Owner's employees or agents or Owner may deny access to the Space and Facility. Further, Owner shall not be liable for Occupant's inability to enter the Facility or Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant.

**20.** 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>

**21. INVENTORY AND LIENHOLDERS:** The following information is very important. Describe Occupant's property precisely. Owner will use the description provided by Occupant if Occupant's 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 Space. Occupant attests that all the Personal Property in Occupant's Space is free and clear of all liens and secured interests EXCEPT for items listed.

<Esign.TextBoxOptional>

**22. PEST CONTROL:** Occupant is advised that Owner may use chemicals at the Facility including around the Space, for pest control. For this reason, no pets are allowed. Occupant is advised that bait is used in vacant 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 Space. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/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 Owner, if at all, is in common areas of the Facility, other than the Space.

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

**24. THE SPACE:** By signing this Agreement Occupant acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner'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 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 Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the 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 Owner based on assertions that any difference exists between the actual size, or dimensions, of the 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 Owner 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.

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

**26. TEMPERATURE CONTROL:** Georgia law does not define the term "Climate Controlled" or "Temperature Controlled". Owner in various materials, including on some of the Facility signage, websites, and marketing materials, may refer to the Space as Climate Controlled. Owner does not control the climate and only controls the temperature of the Space. This Provision and the responsibility to provide temperature control applies only if so indicated as a Temperature Controlled Space. If not indicated as Temperature Controlled, then the Space is not temperature controlled. Owner provides both heating and air conditioning to the building containing the Space. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Temperature Controlled Space by heating to no less than Fifty degrees (50°) Fahrenheit in the Winter and by cooling the 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 Space may vary from the actual temperature of the Space. Occupant agrees to release Owner 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 Owner's direct control.

**27. HUMIDITY IN THE SPACE:** Owner does **not** represent that the 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.

**28. MOLD:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Space rented. Owner does not warrant the Space to be water-tight or dry. Owner 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, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Space. Occupant understands that any Personal Property brought into the Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Space. Occupant shall periodically inspect the Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

**29. 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)

**30. WAIVER OF JURY TRIAL:** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

**31. 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 Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner'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 Owner 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 Owner and Occupant located within Fifteen (15) miles of the Facility. In the mediation, Owner 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, Owner 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 Owner 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.

**32. 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 Owner.

**33. 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 Owner, 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 Owner'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"). Owner 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 Owner 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 Owner and/or Occupant and solely in each of the respective individual capacities of Owner 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. Owner and Occupant each understand and Owner 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.

**34. OWNER'S EMPLOYEES:** In the event Occupant requests any of Owner'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 Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees. Occupant further agrees that Occupant's interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

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

**36. CONSTRUCTION:** This Rental Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Owner 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. Owner and Occupant further agree that the Federal or State courts in the County in Georgia 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.

**37. LOITERING:** The purpose of this Rental Agreement is for renting 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 Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Space or at the Facility for more than Three (3) hours a day, without specific permission from Owner, this shall be grounds for immediate termination of occupancy.

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

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

**40. 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 Owner 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.

**41. 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.

**42. 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 OWNER OR OWNER'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 Owner -  
<Site.LegalName>

By: <ESign.Signature1>  
Occupant Signature

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

Primary Address and Contact Information:

<Tenant.Name> <Tenant.CompName>  
<Tenant.StreetAddress1>  
<Tenant.StreetAddress2>  
<Tenant.City>, <Tenant.Region>  
<Tenant.PostalCode>

**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:

Home: <Tenant.HomePhone>  
Work: <Tenant.WorkPhone>  
Mobile: <Tenant.MobilePhone>  
<Tenant.Email>

<ESign.TextBoxOptional>

<ESign.TextBoxOptional>

Day of Month Rent is Due "Renewal Date"

<Tenant.DueDay>

Provide the name, address and phone number of an alternate person to whom the notices required to be given can be sent and who may be contacted if Owner 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>

**If none, check none <ESign.Checkbox> and sign here <ESign.Signature1Optional>**

The description of the 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 Space actually contains more or less square feet than set forth herein and no refund is due if the Space contains less square feet than stated. Occupant is renting the Space by the entirety of

the Space not by the square foot. See Provision 24.

I hereby agree that all notices other than bills and invoices shall be given by hand delivery, verified mail or e-mail at the following addresses:

<ESign.TextBoxOptional>	hand delivery
<ESign.TextBoxOptional>	verified mail
<ESign.TextBoxOptional>	e-mail

And I further understand that I may designate to Owner an agent to receive such notice by providing:

<ESign.TextBoxOptional>	hand delivery
<ESign.TextBoxOptional>	verified mail
<ESign.TextBoxOptional>	e-mail

Sample Lease