# <Site.Name> <Site.StreetAddress1>

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

#### <Site.Phone>

## Storage 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 "Lessor", and <Tenant.Name>, hereinafter called "Tenant", whose last known address is <Tenant.StreetAddress1> <Tenant.City> <Tenant.Region> <Tenant.PostalCode>. For the consideration hereinafter stated, Lessor agrees to let Tenant use and occupy a Storage 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: Storage Space # <Tenant.UnitName>, hereinafter referred to as the "Storage 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.
- 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 Storage Space or Facility, and other unpaid fees or charges, shall be payable monthly to Lessor 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 Tenant vacates on a day other than the day before the Renewal Date, Tenant 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 Lessor by giving the Tenant, 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. Tenant 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 Lessor'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; Lessor's Kiosk; by mobile application Store Here Self Storage phone application "App"; or by advance written authorization, **Tenant shall not pay Rent via the Drop Slot, nor mail** cash to the Office Address. Tenant 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 Tenant at Tenant's last known address, even if Tenant obtains a receipt from the website, Kiosk, or App. Tenant shall not fail to pay Rent because Tenant 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. Lessor shall require payments of Rent to be in the form of cash, money order or cashier's check in the event Tenant is in Default or has any payment due Lessor returned for any reason, including insufficient funds, or credit/debit card charge back, or once Tenant is Thirty One (31) or more days late, and Lessor refuses all checks if Tenant 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 Lessor, 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, Tenant has authorized Lessor to automatically charge Rent to the credit/debit card referenced (which is owned by the Tenant or upon which Tenant 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 Tenant. 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 Tenant is Thirty One (31) days late. It is Tenant's responsibility to notify Lessor of any new or updated bank account information or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Tenant shall be charged late fees and other Default charges if the credit/debit card payment is not approved

by Tenant's bank/credit/debit card provider.

## 4. FEES AND DEPOSITS:

- (a) Concurrently with the execution of this Rental Agreement, Tenant shall pay to Lessor \$34.00 as a nonrefundable new account fee. This fee includes one month of Tenant contents insurance for \$4,000.00 worth of coverage. After this first month, Tenant will be charged monthly for Tenant contents insurance in the amount of \$14.00 unless Tenant provides to Lessor 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, Tenant shall be deemed to be in Default. The Tenant's failure to perform any of Tenant's obligations under the terms and conditions of this Agreement or the Tenant's breach of the peace shall also constitute a Default hereunder. Upon Default, the Tenant shall pay, in addition to any other amounts due, a Late Fee of \$20.00. The Lessor may also deny the Tenant access to the Personal Property located in the self-storage Facility. This may include Lessor placing a different lock on the Storage Space over which only the Lessor and Lessor's agents have control.
- (c) It is expressly agreed that Lessor does not mail monthly invoices. Tenant 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. Tenant shall not fail to pay Rent because Tenant does not receive an invoice via email.
- (d) Tenant 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 Lessor. If Tenant is in Default, the following fees shall be charged:

#### **Default Fees**

Late Fee (on the 4th day after Rent is due) \$20.00 Notice of Claim \$30.00 Lienholder Notice, if required \$30.00 per notice Lock Cut/Drill Lock Fee \$50.00 Advertising Fee **Actual Cost** Advertisement Notice to Lienholders, if required **Actual Cost** \$100.00 Sale Fee 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
Credit/debit Card declined or disputed
Cleaning Fee (1 hour minimum)

\$30.00 + Applicable late fees \$35.00 \$50.00 per person, per hour + disposal fees \$250.00 + court costs

Eviction Notice/Filing Fee in Lieu of Sale

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 Tenant shall be considered to be in Default and Lessor may begin enforcement of Lessor's lien against Tenant's Personal Property as permitted by law. Tenant shall pay Lessor all other costs and expenses incurred by Lessor arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Lessor, Lessor's collection of any amount owed by the Tenant, including outside collection agency fees and costs, or the exercise of any remedy by Lessor upon a Default by Tenant, (including the sale or other disposition of Tenant's Personal Property) as permitted under this Rental Agreement or by law.

**USE AND COMPLIANCE WITH LAW:** The Storage Space named herein is to be used by Tenant solely for the purpose of storing any Personal Property belonging to Tenant. Tenant agrees that the Facility and Storage Space will not be used for any unlawful purposes and Tenant agrees not to commit waste, nor alter, nor affix signs on the Storage Space, and to keep the Storage Space in good condition during the Term of this Agreement. The Storage Space shall be used and occupied only for the storing of Personal Property owned by Tenant. Tenant shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Tenant. The Storage Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Tenant shall not store cash, cash equivalencies, and negotiable instruments or any other items that can be converted to money. Tenant waives any claim for emotional or sentimental attachment to Tenant's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Tenant shall keep the Storage Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Tenant shall not make any additions or modification to the Storage Space and shall not drill into or attach anything to the walls, floor or ceiling of the Storage Space. Firearms and ammunition are prohibited in the Storage Space or at the Facility. Contraband is prohibited in the Storage 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 Storage Space at the Facility. No storage or consumption of alcohol in the Storage Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Storage Space. The Storage Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Storage Space, for an audience, or any other activity that is

not related to storage of Personal Property. Tenant shall not use the Storage Space for the operation of any commercial, industrial, manufacturing or distribution business. Tenant shall not use the Storage Space for the use or storage of any food (without Lessor'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 Storage 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. Tenant shall not engage in any activity in the Storage Space which produces or releases such prohibited materials. Tenant shall not use the Storage 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 Storage Space and in such case Tenant 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 Storage Space. No fuel canisters shall be stored in the Storage Space. A Vehicle Storage Addendum must be completed, accepted, and executed by Lessor for any "titled" vehicle stored in the Storage Space. Tenant shall not live or sleep in the Storage Space or Facility, nor shall animals be permitted to be stored in the Storage Space or Facility. Tenant shall not use the Storage 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.

Tenant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Lessor. 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: Tenant agrees that in no event shall the total value of all property stored be deemed to exceed \$4,000.00 the "Value Limit" unless Lessor has given permission in writing for Tenant to store property exceeding the Value Limit and Tenant has provided proof of insurance to Lessor to cover the value of the stored property. Tenant agrees that the maximum value for any claim or suit by Tenant, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a Storage Space is the Value Limit. Nothing in this section shall be deemed to create any liability on the part of Lessor to Tenant for any loss or damage to Tenant's property, regardless of cause.
- 7. NON-LIABILITY OF LESSOR AND INSURANCE OBLIGATIONS OF TENANT:
- a) ALL PERSONAL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. THE LESSOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. THE LESSOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE TENANT'S STORED PERSONAL PROPERTY. Lessor, Lessor's agents, and employees shall not be liable to and are released by Tenant and Tenant'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 Lessor or Lessor's agents or any other cause whatsoever.
- b) **PERSONAL INJURY.** Tenant further releases Lessor, Lessor's employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Tenant and Tenant's family or invitees arising out of Tenants use of the Storage Space and Facility.
- c) LESSOR CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT TENANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR BEING ON OR ABOUT THE FACILITY, AND THEREFORE TENANT MUST **OBTAIN ANY INSURANCE DESIRED AT TENANT'S OWN EXPENSE.** Tenant agrees, at Tenant's sole expense, to maintain insurance on all Personal Property stored in the Storage Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism, and malicious mischief. Tenant shall provide Lessor with proof of a policy meeting these criteria or Tenant shall be enrolled in an insurance plan selected by Lessor 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 Tenant during the Initial Term. Higher level monthly limits of insurance offered by Lessor are available upon request. Tenant may terminate the policy sold through the Facility by obtaining a policy meeting the Lessor's requirements and providing a copy to Lessor. Tenant 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. Tenant's failure to provide or maintain such insurance shall represent an event of Default and is grounds for immediate termination of the Tenant's right of tenancy and further shall mean that Tenant shall assume all risk of loss or damage to Personal Property while stored in the Storage Space. Lessor does not carry any insurance which would protect Tenant's Personal Property from loss or damage, even if Lessor failed to enroll Tenant in a contents policy. While information may be made available to Tenant with respect to

insurance, Tenant understands and agrees that Lessor and Lessor's agents are not insurance agents or brokers and do not assist and have not assisted Tenant 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, Lessor to the extent Tenant has provided proof of Tenant's own insurance coverage and Lessor's onsite employees have not reviewed this coverage and do not warrant that this coverage will be sufficient in the event of a loss, Tenant is encouraged to speak to Tenant's own agent to be certain that Tenant's insurance will provide adequate coverage for property stored at a self service storage Facility.

d) **SECURITY TYPE SYSTEMS:** Lessor employs certain measures to protect Lessor's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Lessor shall not change Lessor's aforementioned liability for any type of loss incurred by Tenant and shall in no way release Tenant from Tenant's obligation of insuring Tenant'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). Tenant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Storage 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 Tenant, Tenant's guests, or invitees when using the Storage Space or Facility.

Tenant understands that this Release of Lessor's liability, including the value limitations and limitation of Lessor's negligence and liability, are bargained for conditions of this Rental Agreement and Lessor's consent to enter into this Rental Agreement, and that if Lessor were not released and indemnified from the liability as set forth in Provisions 14 and 15 a much higher Rent would have to be agreed upon or Lessor would not enter into this Rental Agreement.

- 8. INDEMNIFICATION; SUBROGATION: Tenant agrees to waive, and have Tenant's insurer waive, any right of subrogation of any claim of Tenant against Lessor, Lessor's employees, or agents. Tenant agrees to indemnify, defend and hold Lessor 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 Tenant's Personal Property however occurring, or arising out of or related to the use of the Storage Space and Facility by Tenant, Tenant's invitees, and guests, or to any breach of this Rental Agreement by Tenant, Tenant's invitees, or guests. Tenant shall also pay Lessor for all of Lessor's attorney fees incurred in enforcing any obligation under this Provision #8. Tenant's obligation to indemnify Lessor specifically applies to any violation by Tenant of the Lessor's environmental conditions and restrictions resulting in damages caused by Tenant, Tenant's invitees or guests, regardless of any negligence on the part
- 9. DEFAULT/LESSOR'S LIEN: THE LESSOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PROPERTY STORED IN A SELF-SERVICE STORAGE FACILITY FOR THE PAYMENT OF CHARGES THAT ARE DUE AND UNPAID BY TENANT. THIS STATUTORY LIEN IS PURSUANT TO THE TEXAS SELF-SERVICE STORAGE FACILITY ACT TEXAS STATUTES PROPERTY CODE TITLE 5 SUBTITLE B CHAPTER 59. Lessor'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 Storage Space shall remain vested in Tenant. Lessor does not become a bailee of Tenant's Personal Property by the enforcement of Lessor's lien.
- 10. NOTICE OF LIEN: PURSUANT TO TEXAS PROPERTY CODE CHAPTER 59 (SECTIONS 59.001-59.046), TENANT ACKNOWLEDGES AND AGREES THAT TENANT 'S PERSONAL PROPERTY STORED IN THE LEASED SPACE OR ON THE FACILITY WILL BE SUBJECT TO A PRIORITY STATUTORY AND CONTRACTUAL LANDLORD'S LIEN OR CLAIM IN FAVOR OF LESSOR TO SECURE PAYMENT OF ALL MONIES DUE AND UNPAID BY TENANT FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF TENANT 'S STORED PERSONAL PROPERTY. LESSOR MAY SELL TENANT 'S PERSONAL PROPERTY IN A COMMERCIALLY REASONABLE MANNER AFTER GIVING TENANT REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. THIS REMEDY IS CUMULATIVE WITH AND IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR HEREAFTER EXISTING AT LAW OR IN EQUITY.
- 11. CONTRACTUAL LIEN: If Tenant breaches any term or condition of this Agreement (a "Default"), Lessor in addition to such other rights it may have under this Agreement and law shall have the right to terminate this Agreement. If Tenant fails to pay any Rent or other charges when due or if the Agreement is terminated by Lessor for cause, Lessor may: (i) overlock or otherwise place a device to prevent Tenant's access to the Leased Space, once Tenant is more than Four (4) days late, and the placement of Lessor's overlock or other deactivation device, along with any written notice sent to Tenant, shall serve as constructive notice that Lessor has not received Rent from Tenant for the current term; (ii) remove Tenant 's lock and access the Leased Space; however, Rent and other charges shall continue to accrue after overlock or lock removal until the Leased Space is sold or Tenant cures the default; (iii) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (iv) sell or dispose of the Personal Property in the Leased Space as permitted by law; (v) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Tenant; or (vi) enforce Lessor's lien by seizure and sale of all contents of Tenant's Leased Space by nonjuudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will occur only in the event the Tenant is in default for failure to pay sums due to Lessor, including Rent and Additional Rent. For the purposes of Statutory foreclosure, seizure occurs when Lessor both overlocks Tenant's Leased Space and mails a statutory notice of claim to Tenant within a reasonable period of time thereafter; or Tenant removes Lessor's lock or locks from the hasp of the Leased Space and replaces it with their own lock unless Lessor is directed to remove Tenant's

lock by a governmental authority such as a health or law officer. Should the Leased Space be unlockable, such as in an outdoor Leased Space, seizure occurs when Lessor attaches some device to the outdoor stored property which disables its movement, such as a boot, chain, or other disabling device; or when Lessor denies Tenant access to the Facility and mails a statutory notice of claim to Tenant within a reasonable time thereafter. The act of overlocking/denying access or removing Tenant's lock shall not constitute an election of a remedy by Lessor, and shall not constitute Lessor 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 Tenant is in default and is overlocked or if the lock is cut and replaced with Lessor's lock, Lessor is not required to remove the overlock or take off Lessor's lock (after lock cut) until 3 business days after payment has been made in full. Lessor reserves the right not to remove its replacement lock until Tenant is present and replaces the lock with Tenant's own new lock, or Lessor in its sole discretion can remove its lock leaving the Leased Space unlocked. In any case Lessor shall not be liable to Tenant for any damages Tenant suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Lessor's lock or overlock. In the event of Default, Tenant forfeits any concessions received and Rent for the Leased Space shall automatically increase to the current market rate.

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

- **12**. **LOCK:** Tenant is required to keep the Storage Space locked using a lock deemed by Tenant to be suitable for the function of self-service storage. Tenant shall provide at Tenant's own expense, a lock that Tenant, in Tenant's sole discretion deems sufficient to secure the Storage Space. On certain Storage Spaces, Tenant is required to use a through-the-door cylinder lock, which shall be purchased from Lessor's office to secure the Storage 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 Lessor, then Lessor strongly recommends Tenant use a disc style lock, which may be purchased at Lessor's office. In either instance, the Lessor may provide, without charge, the first lock to Tenant as part of the Administration Fee. If a disc lock is provided, Tenant may use any other disc lock desired, however, Lessor shall not be required to provide another lock if the original lock becomes defeated, removed, lost, cut, drilled out or defective. Tenant shall lock the Storage Space at all times except when accessing the Storage Space. Lessor does not maintain a key to any lock used by Tenant. Tenant shall not use any hasp for an additional lock, the second hasp, if any, is reserved for Lessor's use. Any additional lock on the Storage Space shall be removed and Lessor shall charge a Fifty (\$50.00) Dollar lock removal charge. If a lock is removed as a result of a Default by Tenant, or if Lessor finds an occupied Storage 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, Lessor will try to notify Tenant, and Lessor may, but is not required to, lock the Storage Space with Lessor's lock at Tenant's expense. If Lessor chooses to re-secure the Storage Space, and Tenant does not replace the lock, then after Five (5) days, Lessor shall put a new lock on the Storage Space and charge Tenant's account at prevailing charges, depending on the type of lock. The keys will be mailed to Tenant's last known address. If Tenant loses Tenant's keys, Tenant must engage a bonded locksmith to remove Tenant's lock. No Exceptions. All bolt cutters, grinders, drills, etc., are forbidden on the Facility. If Tenant requires a lock cut, Tenant must hire a locksmith. If the Storage Space is not locked, Tenant is delinquent in Rent, and Lessor determines the items contained in the Storage Space have no marketable value (under \$100.00) Lessor may consider the Storage Space abandoned and dispose or sell any or all Personal Property in the Storage Space.
- 13. ALTERATIONS, SIGNS AND WASTE: Tenant assumes responsibility for having examined the Storage Space and hereby accepts it as being in good order and condition. Tenant shall not make any alterations of the Storage Space or Facility, nor post any sign without the express written consent of the Lessor. Tenant shall not commit any waste at the Facility. Tenant agrees that should Tenant cause any damage to the Storage Space or the Facility that Lessor shall invoice Tenant for said damages which will become Additional Rent and Tenant shall pay the invoice provided by the Lessor within five (5) days of receipt. The Lessor shall have the right, upon nonpayment, to add the amount of said invoice to the Tenant's account and if not paid, Lessor may auto debit/charge the increased Rent with the next Rent payment due from Tenant's credit/debit card or refuse any rent payment from Tenant as a partial payment. Tenant agrees and understands that Tenant's failure to pay said invoice may result in a Default under the Tenant's Rental Agreement resulting in the possible foreclosure and sale of the Tenant's Personal Property; or Lessor may use a collection agency to collect unpaid invoices if Tenant has moved out.
- **14. RIGHT TO ENTER, INSPECT, AND REPAIR STORAGE SPACE/LESSOR MAY ENTER:** Lessor, Lessor'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 Tenant's lock and enter the Storage Space, without notice to Tenant, to take such action as may be necessary to preserve Lessor'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 Lessor'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. Lessor shall further have the right, on a non-Emergency basis, to remove Tenant's lock and enter the Storage Space with reasonable notice to Tenant to make any repairs, replacements, other desirable improvements or conduct any inspections of Lessor's Personal Property (the "Work"). Lessor will endeavor to give a minimum of three days notice to Tenant of the Work and, if Tenant is available, will schedule an appointment with Tenant to remove Tenant's lock to allow the Work. If Tenant is unavailable or unable to provide Lessor access, Lessor 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 12. Tenant is notified that Lessor complies with all search warrants and subpoenas for Tenant information.

- 15. EXCLUSION OF ALL WARRANTIES: The agents and employees of Lessor are not authorized to make warranties about the Storage Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY LESSOR'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Tenant 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 Storage Space and the Facility, and that Tenant accepts such Storage Space and access to the Facility AS IS AND WITH ALL FAULTS.
- **NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Lessor to Tenant shall be mailed by first class U.S. mail, postage pre-paid, to Tenant's last known address, or e-mailed to the e-mail address provided by Tenant in the Terms and Conditions and shall be conclusively presumed to have been received by Tenant Three (3) business days after mailing, or upon emailing. All notices from Tenant to Lessor shall be mailed by first class U.S. mail, postage pre-paid, to Lessor, at the Office Mailing Address listed on the first page of this Rental Agreement. Tenant is responsible for notifying Lessor in writing, via certified mail return receipt requested to the Mailing Address; or via a nationally recognized overnight carrier with signature confirmation; or via Lessor's secure website; via Kiosk, if available; via Mobile App; or in person at the Facility; on a form prescribed by Lessor, of any change in Tenant's address or of intent to vacate at the end of the Term.
- **ASSIGNMENT:** Tenant shall not assign or sublease the Storage Space or any portion thereof without written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and after such assignment or transfer; Lessor 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 Lessor.
- **18. 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.
- 19. TERMINATION: Tenant 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 Tenant notifies Lessor of Tenant's intent to vacate at least Ten (10) days before the end of the Term. Lessor may terminate this Rental Agreement by giving Tenant Thirty (30) days written notice prior to the end of the Term. Lessor may give shorter termination notice for illegal activity by Tenant, or Tenant's guests at the Facility, or if Tenant's Storage Space becomes infested, or if Tenant is residing in the Storage Space. No refunds of partial months are made if Tenant vacates the Storage Space before the end of the Term. The Storage Space shall be left broom clean, free of trash, Tenant shall remove all Personal Property (or Rent will continue to accrue), and the Tenant's lock must be removed. Tenant shall fully vacate by the date stated in Tenant's or Lessor's Notice. Lessor charges and Tenant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Storage Space, minimum one (1) hour, plus costs including any disposal fees, if Lessor must remove Personal Property and/or clean the Storage Space.
- **20. DENIAL OF ACCESS:** In addition to any denial of access to the Facility and Leased Space for Tenant's Default, Tenant's access to the Storage Space and the Facility may be limited as reasonably deemed necessary by Lessor, including, but not limited to, requiring identification from Tenant, limiting hours of operation, or requiring Tenant 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 Tenant. These denials of access shall not represent an Event of Default by Lessor or the Facility. Lessor 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 Lessor's website, or mailed to Tenant. In the event of an Emergency or catastrophe at or around the Facility, Lessor may change access hours without notice to Tenant and Lessor may require Tenant enter only when escorted by Lessor's employees or agents or Lessor may deny access to the Storage Space and Facility. Further, Lessor shall not be liable for Tenant's inability to enter the Facility or Storage Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Tenant.
- **21.** Is Tenant in, or a Spouse/Dependent of, someone in Active Duty military service, including the Reserves, Texas National Guard, Texas State 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 Tenant 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 Tenant 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>

**22. INVENTORY AND LIENHOLDERS:** The following information is very important. Describe Tenant's property precisely.

Lessor will use the description provided by Tenant if Tenant's Storage Space goes to public auction due to a default in this Agreement. <Tenant.UnitContents>

<ESign.Textbox>

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

<ESign.TextBoxOptional>

- **PEST CONTROL:** Tenant is advised that Lessor may use chemicals at the Facility including around the Storage Space, for pest control. For this reason, no pets are allowed. Tenant is advised that bait is used in vacant Storage Spaces, if found, please be cautious, and leave in place. Tenant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Storage Space. Tenant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellant/trap devices that Tenant deems necessary to protect Tenant's Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Lessor, if at all, is in common areas of the Facility, other than the Storage Space.
- **PERMISSION TO CALL, FAX, USE SOCIAL MEDIA, TEXT AND/OR E-MAIL:** Tenant recognizes Lessor and Tenant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Lessor from contacting Tenant by phone, fax, text, or e-mail, Tenant hereby consents to Lessor phoning, faxing, contacting via Social Media, texting, and e-mailing Tenant and that these communications are related to the business relationship. Tenant further gives Lessor permission to send text messages to Tenant's provided cell phone number for the purposes of notifying Tenant of conditions involving the Facility or Storage Space, including but not exclusively, late rent and other Default issues, unless otherwise prohibited by law. Further, Tenant consents to Lessor sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of Default. For this reason, Tenant agrees to keep a current email address of record with the Lessor and to notify Lessor of any change in Tenant's email address.
- 25. THE STORAGE SPACE: By signing this Agreement Tenant acknowledges that neither Lessor, nor any employee of Lessor or any other person acting on Lessor's behalf, has made any representation to Tenant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Space, and Tenant acknowledges and agrees to the following: (a) that, prior to signing, Tenant was given the opportunity to measure the dimensions of the Storage Space; (b) that Tenant is satisfied therewith, whether or not Tenant measured the Storage Space; (c) that Tenant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Storage Space; (d) that Tenant 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 Lessor based on assertions that any difference exists between the actual size, or dimensions, of the Storage Space, and the size, or dimensions, thereof as Tenant believed existed at the time Tenant signed this Agreement; and (e) that Tenant hereby fully, and forever, Release and Discharge Lessor from any, and all liability for damages, and all other types of relief, to which Tenant otherwise would have had the right to obtain but for Tenant's having agreed to the terms of this Provision and the Waiver and Release contained herein.
- 26. PARTIAL PAYMENTS OR PAYMENT IN THE EVENT OF DEFAULT: Partial payments shall not be accepted.
- 27. **TEMPERATURE CONTROL:** Texas law does not define the term "Climate Controlled" or "Temperature Controlled". Lessor in various materials, including on some of the Facility signage, websites, and marketing materials, may refer to the Storage Space as Climate Controlled. Lessor does not control the climate and only controls the temperature of the Storage Space. This Provision and the responsibility to provide temperature control applies only if so indicated as a Temperature Controlled Storage Space. If not indicated as Temperature Controlled, then the Storage Space is not temperature controlled. Lessor provides both heating and air conditioning to the building containing the Storage Space. It is agreed that Lessor shall use all reasonable efforts to maintain a temperature in the building containing the Temperature Controlled Storage Space by heating to no less than Fifty degrees (50°) Fahrenheit in the Winter and by cooling the Storage Space to no more than Eighty degrees (80°) Fahrenheit in the Summer. Tenant 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 Tenant understands that heating and air conditioning systems and their power sources are not redundant. Further, the temperature in the building containing the Storage Space may vary from the actual temperature of the Storage Space. Tenant agrees to release Lessor 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 Lessor's direct control.
- **28. HUMIDITY IN THE STORAGE SPACE:** Lessor does **not** represent that the Storage 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.
- **29. MOLD:** Tenant understands that there is a risk of the growth of mold and/or mildew on Tenant's Personal Property in any Storage Space rented. Lessor does not warrant the Storage Space to be water-tight or dry. Lessor shall not be liable and is hereby released from liability for mold on Tenant's Personal Property from whatever source and no matter how it occurs. Tenant 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 Tenant's Personal Property. To help avoid mold, Lessor recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Storage Space), wrapping certain Personal Property in plastic and keeping goods susceptible to

mold from touching the walls of the Storage Space. Tenant understands that any Personal Property brought into the Storage Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Storage Space. Tenant shall periodically inspect the Storage Space and the Personal Property and take any and all actions necessary to protect Tenant's Personal Property from mold/mildew.

- 30. 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)
- 31. WAIVER OF JURY TRIAL: The Lessor and the Tenant 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 Lessor against the Tenant or the Tenant against the Lessor arising out of or in any way connected with this Rental Agreement, the Tenants use or occupancy of the Storage 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.
- **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 Lessor and Tenant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Lessor and Tenant agree as follows: with the exception of non-payment of Tenant's Rent and Lessor'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 Lessor and Tenant, 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 Lessor and Tenant located within Fifteen (15) miles of the Facility. In the mediation, Lessor and Tenant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Lessor and Tenant 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 Lessor and Tenant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
- **33.** 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 Tenant and Lessor.
- 34. 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 Tenant and Lessor, 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 Lessor's and/or Tenant 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"). Lessor and Tenant 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 Lessor and Tenant. 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 Lessor and/or Tenant and solely in each of the respective individual capacities of Lessor and Tenant. 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. Lessor and Tenant each understand and Lessor and Tenant 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.
- **35. LESSOR'S EMPLOYEES:** In the event Tenant requests any of Lessor's employees to perform any services for Tenant, it shall be done at Tenant's own risk as Tenant's agent, regardless of whether payment is made for said service(s). Tenant agrees to release, hold harmless and indemnify Lessor for any loss, charge or injury Tenant may suffer related to the use of Lessor's

employees. Tenant further agrees that Tenant's interactions with Lessor's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Lessor shall be grounds for immediate termination of the Rental Agreement by Lessor.

- **36. ATTORNEYS' FEES:** In the event the Lessor 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 Tenant, the Tenant agrees to pay to the Lessor the reasonable costs, expenses, and attorney's fees incurred in any such action.
- **37. CONSTRUCTION:** This Rental Agreement shall be governed and construed in accordance with the laws of the State of Texas. Lessor and Tenant 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. Lessor and Tenant further agree that the Federal or State courts in the County in Texas 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.
- **38. LOITERING:** The purpose of this Rental Agreement is for renting Storage Space for the storage of Personal Property. It is agreed that in general there is no reason for Tenant to be at the Facility or in the Storage Space at any time for more than Three (3) consecutive hours. If Tenant, Tenant's guests, or invitees are in the Storage Space or at the Facility for more than Three (3) hours a day, without specific permission from Lessor, this shall be grounds for immediate termination of occupancy.
- **39. ELECTRICITY:** Use of electricity at the Facility are strictly reserved to Lessor at all times unless an Addendum is accepted by Lessor.
- **40. TRASH DISPOSAL:** Use of dumpster on Facility grounds and facility water are reserved for Lessor's use, unless written permission is obtained.
- 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 Tenant 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 Tenant's own risk. Tenant releases, holds harmless, and agrees to indemnify Lessor from any damage Tenant may suffer as a result of the use of the Cart and/or for personal injury Tenant suffers as a result of use or misuse of the Cart whether or not Tenant's actions were negligent in the use of the Cart.
- **42. 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 Tenants and are made for the appropriate and efficient operation of the Facility.
- **43. 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 LESSOR OR LESSOR'S AGENTS IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

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

If this Rental Agreement is executed by the Tenant via a computer generated acknowledgment service, ("Electronic Signature") then Tenant agrees that: Tenant has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Tenant'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 Tenant and be of the same quality as if Tenant had signed or initialed the documents in person, in the presence of a Facility employee.

By<ESign.Signature2> for Lessor -<Site.LegalName> By: <ESign.Signature1> Tenant Signature

Original Lease Date: <Tenant.LeaseSignDate>

**Primary Address and Contact Information:** 

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>

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

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 Storage 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 Storage Space actually contains more or less square feet than set forth herein and no refund is due if the Storage Space contains less square feet than stated. Tenant is renting the Storage Space by the entirety of the Storage Space not by the square foot. See Provision 25.