<SITE.NAME>

<Site.StreetAddress1> < Site.City>, <Site.Region> <Site.PostalCode> Phone: < Site.Phone> E-Mail: <Site.Emailaddress> Website: < Site.Website>

Date of Agreement: <Tenant.LeaseSignDate>

OCCUPANT INFORMATION:

NAME: <Tenant.Name> DRIVERS LICENSE #: <Tenant.DriversLicense> BUSINESS NAME: <Tenant.CompName> PHONE: <Tenant.HomePhone> STREET 1: <Tenant.StreetAddress1> CELL PHONE: <Tenant.MobilePhone> CITY,STATE,ZIP: <Tenant.City>, <Tenant.Region> <Tenant.PostalCode> EMAIL: <Tenant.Email>

By electing to provide its e-mail address, Occupant agrees that all notices to Occupant from Owner, including Address provided by Occupant above to send written notices to Occupant by electronic mail. Owner may use the Email

Address provided by Occupant above to send written notices to Occupant by electronic mail. Please note that

Occupant must provide written notice to Owner of any change in the Information provided above in accordance with the terms of this Rental Agreement. By initially here, Occupant acknowledges that Owner may send all notices, including notices of default and other statutory notices, by electronic mail and Occupant hereby consents to receiving all notices, including notices of default and other statutory notices, from Owner by electronic mail.

OCCUPANT'S INITIALS: < Esign.Initials1Optional>

Are you or your spouse in the Military/Reserves?

Yes <esign.checkbox> No <esign.checkbox> If Yes, Contact Information: <<esign.TextboxOptional>

EMERGENCY/ALTERNATE CONTACT:

Emergency/Alternate <Tenant.AltName> E-Mail: <Tenant,AltEmail> Phone: Street Address: <Tenant.AltStreetAddress1> <Tenant.AltPhone> City,State,Zip: <Tenant.AltCity>, <Tenant.AltRegion> < Tenant.AltPostalCode>

DESCRIPTION OF CONTENTS: (check all that apply)

<esign.checkbox> Boxes <esign.checkbox> Trunks <esign.checkbox> Sporting Goods <esign.checkbox> Tools <esign.checkbox> Vehicles/Trailers (Registration # required):
<Esign.TextboxOptional> esign.checkbox> Vehicles (VIN Required): <Esign.TextboxOptional>

<esign.checkbox> Other as named: <Esign.TextboxOptional>

LIENHOLDERS: Occupant represents that he/she owns or has legal possession of the personal property in his/her space(s). Occupant attests that all the personal property in his/her space is free and clear of all liens and secured interests EXCEPT for following lienolders with an interest in property that is or may be stored at the facility (use additional sheet of paper if necessary):

Property Description: <Esign.TextboxOptional> Amount of Lien/Secured Interest: <Esign.TextboxOptional>

Lien Holder/Secured Creditor: <Esign.TextboxOptional> Address of Creditor: <Esign.TextboxOptional>

CONTRACT DETAIL.

CONTRACT DETAIL:			
New Account Administration Fee:	<pre>\$ <fee.leaseadmin></fee.leaseadmin></pre>	Transaction Date:	<tenant.leasesigndate></tenant.leasesigndate>
First Late Fee (5 Days Past Due):	\$ <fee.feelate1></fee.feelate1>	Unit Number:	<tenant.unitname></tenant.unitname>
Second Late Fee (15 Days Past Due):	\$ <fee.feelate2></fee.feelate2>	Unit Description:	<tenant.unitsize></tenant.unitsize>
Lien Fee (30 Days Past Due):	\$ 20.00	Monthly Due Date:	<tenant.dueday> (st, nd, rd, th)</tenant.dueday>
Returned Payment Fee:	\$ <fee.returncheck></fee.returncheck>	Monthly Rental:	<pre>\$ <tenant.rentalratewithtax></tenant.rentalratewithtax></pre>
Advertisement Fee (on day add is placed):	\$200.00	Gate Access Code:	<tenant.gatecode></tenant.gatecode>
Auction Fee (On day of Auction):	\$100.00	Move-In Date	Tenant.MoveInDate>
Clean-Up Fee:	\$ 30.00 Per h	our, minimum of 1 hour	
Disposal Fee:	\$250.00		
Mailed Invoice Fee:	\$ 1.00		
Lock Cut Fee:	\$ 40.00		

NOTICE: PURSUANT TO THE TENNEESSEE SELF SERVICE STORAGE FACILITY ACT, ALL PROPERTY STORED UNDER A RENTAL AGREEMENT IS SUBJECT TO A LIEN AND ALL PROPERTY STORED UNDER THE TERMS OF THIS RENTAL AGREEMENT MAY BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTEEN-DAY PERIOD WHEN DUE.

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self-service storage facility identified above as agent for Owner, (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above (hereinafter referred to as "Space") in the Owner's self-service storage facility (hereinafter the "Facility"), situated in the city and county listed above in the state of Tennessee. Said Space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Agreement date listed above and continuing month to month until terminated.

- 1. RENT: The Occupant agrees to pay the Owner for the use of the Space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the rental Monthly Due Date and a like amount for each month thereafter, until the termination of this Agreement. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. If any monthly installment is not paid on the Monthly Due Date, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's Decupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. Customers account must be in good standing to receive any promotions or discounts. Cash can only be accepted during office hours. Do not deposit cash in the afterhours drop box/slot. Owner is not liable for any cash gload in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments. Owner may change the rent or any other charge or fee by giving Occupant this encouraged to obtain a rent receipt for cash payments. Owner may change the rent or any other charge or fee by giving Occupant this encouraged to obtain a rent receipt for cash payments. Occupant we may be charged in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments. Occupant serve may change the rent or any other charge or fee by giving Occupant this encouraged to obtain a rent
- BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE.

 2. DENIAL OF ACCESS: If rent is not paid within five (5) days of the Monthly Due Date, Owner may, without notice, deny the Occupant access to the property located at the Facility. Access will be denied to any party other than the Occupant unless said party retains gate code and key to lock on Space or has supplied Owner with written authorization from the tenant to enter the Space. Occupant's access to the Facility and also be conditioned in any manner deemed reasonably necessary by Owner to maint order at the Facility. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the Facility. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Spaces shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces. No baliment or higher level of liability is created if Owner over-locks the Occupant's lock, thereby denying the Occupant access to the Space.
- created if Owner over-locks the Occupant's lock, thereby denying the Occupant access to the Space.

 3. FEES: Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable NEW ACCOUNT ADMINISTRATION FEE in the amount as set forth above. A bill for the monthly rent will not be sent unless requested. However, if Occupant requests a bill, Occupant agrees to pay the INVOICE FEE stated above. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received by the TENTH (10th) DAY after the rental Monthly Due Date, Occupant shall pay to Owner the FIRST LATE FEE stated above for each month rent is past due. Furthermore, if any monthly rent payment is received by the TWENTIETH (20th) DAY after the rental Monthly Due Date, Occupant shall pay to Owner the FIRST LATE FEE stated above discretion of the Owner. Said late charges are due and payable without demand from Owner. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. If any check is dishonored for any reason, said late frees shall be due and payable in addition to a return check charge identified above as a RETURNED PAYMENT FEE. If any monthly rent is not received by the THAITIETH (30th) Day after the Monthly Due Date, Occupant agrees to pay the LIEN FEE stated above. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as AUCTION FEE. If Occupant's lock must be cut, Occupant shall be responsible for LOCK CUT FEE identified above. Occupant agrees to pay Owner all collections costs incurred by Owner to secure any amounts owed by Occupant after the sale of Occupant's property.
- the sale of Occupant's property.

 4. USE AND COMPLIANCE WITH LAW: (a) The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, tires, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space that would cause danger or nuisance to the Space or the Facility or Occupant shall not store any food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space. The Occupant agrees that the Space will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix space, and will keep the Space in good condition during the term of this Agreement. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the Space or the Facility or if the Space or the Facility become contaminated in any manner for which the Occupant is legally lebe, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fees, judgments, penalties, costs, liabilities or losses, and any and all sums paid for the Space or any type of verystory for any type of verystory for any steps of repairs or for any steps of revorkshop, for any type of verystory for a perisor of roa ny steps of revorkshop, for any type of repairs or for any sales, renovations, decoration, pairing, or other contracting in the Space. Use of any utiliti

- 5. CONDITION AND ALTERATION OF SPACE: Occupant assumes responsibility for having examined the Space and the Facility and hereby accepts it AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the Space resulting from negligence or misuse by the Occupant, occupant's invitees, licensees and guests. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Occupant shall make no alterations or improvements to the Space without prior written consent of Owner. Should Occupant damage or depreciate the Space or make literations or improvements without the prior consent of the Owner or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to this prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs entitles Owner to deny Occupant access to the Space.
- of Said Costs entitles Owner to deep Occupant agrees to the space.

 6. LIMITATION OF VALUE: Because the value of personal property may be difficult or impossible to ascertain. Occupant agrees not to store property with a total aggregate in excess of \$5,000.00 unless Owner has given permission in writing for Occupant to store property exceeding that value. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000.00. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Oknown in shall be deemed to create any liability on the part of Owner to Occupant for any lost or damage to Occupant's property, regardless of cause.
- liability on the part of Owner to Occupant for any lost or damage to Occupant's property, regardless of cause.

 7. ABANDONMENT: This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space, and all property in the Space, after the termination of this Agreement, upon default of this Agreement for thirty (30) days, or when Owner concludes based upon other reasonable considerations, including, but not limited to, an unlocked Space, that Occupant has abandoned Occupant's property and the Space. Any personal property of Occupant which shall remain in or on the Space or at the Facility after the expiration or termination of the Agreement (other than termination of the Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner, and, if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's personal property in order to satisfy Owner's lien. Occupant shall be liable for paying all costs incurred by Owner in disposing of such property. Rent paid for month in which Occupant moves out early shall not be refunded. THERE ARE NO RENT REFUNDS.
- 8. TERMINATION: This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a ten (10) day advanced written notice of its intentions to terminate the Agreement. Owner may immediately terminate Occupant's lease if Occupant is in breach of this Agreement. Owner may also exercise immediate termination rights (including denial of access to the Space) in the event that Occupant creates a nuisance or is engaged in disruptive, criminal or other Owner-prohibited behavior that threatens the safety of other Occupants and/or the preservation of the Space or the Facility. Owner may also exercise immediate termination rights (including denial of Occupants and/or the preservation of the Space or the Facility. Owner may also exercise immediate termination rights (including denial of access to the Space) in the event that Occupant utilizes the storage space for an unlawful purpose or is found to be engaged in illegal activity at the Facility. Upon termination of this Agreement, Occupant shall remove all personal property from the Space and shall deliver possession of the Space to Owner on the day of termination unless such property is subject to Owner's liele in rights as referenced in this Agreement. If Occupant fails to fully remove its property from the Space within the time required, Occupant shall be an Occupant as sufference and Owner, at its option, may, without further notice or demand, either directly or through legal process, reenter the Occupant will and remove all property therefrom without being deemed guilty in any manner of trespasing or conversion. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. No refunds are allowed for partial—month occupancies. Occupant must leave Space empty, in good condition, broom clean, and unlocked, sent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. Occupant shall be charged a CLEAN UP FEE, identified above, if Owner is required to remove any debris from either inside or outside the rented Space after Occupant vacates the Space. Occupant Space (DOSS) THE PRINCE OCCUPANT SPACE OF STATEME GOODS FOR OCCUPANT SPACE OF STATEME GOODS FOR
- There is no grace period; one day constitutes another month.

 9. OCCUPANT'S RISK OF LOSS: THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR RIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. All property stored within or on the Space at the Facility shall be stored at Occupant so large is a star of the Space. Occupant was take whatever steps he deems necessary to safeguard what is at the Facility or in or on the Space and agents shall not be liable to Occupant or Occupant's guests, invitees, family, employees, servants, or agents for any loss of or damage to any personal property at the Facility arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, snoke, water, mold, mildew, flood, hurricanes, rain, formados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. It is Agracalmed to the Compant of the Comp
- PERSONAL INJURY: Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupan pant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or ty from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owne er's agents or employees.
- Owner's agents or employees.

 11. INDEMNIFICATION OF OWNER: Occupant will indemnify, defend, and hold the Owner harmless from and against any and all manner of lawsuits or claims (including attorneys' fees and court costs) for damages, lost property, or personal injury arising from Occupant's use of the Space and the Facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the Space or about the Facility. In the event that the Space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the Space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.

 12. OWNER'S RIGHT TO ENTER: In cases where Owner considers it necessary to enter the Space for purposes of examining the Space for violation of this Agreement, preserve the Space or making repairs or alterations thereto, to comply with this Agreement, to comply with applicable law, t enforce Owner's rights, or inspections or searches by governmental authorities, Occupant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the Space and Owner reserves the right to remove contents to
- another Space.

13. OWNER'S LIEN RIGHTS:

3. OWNER'S LIEN RIGHTS:

(A) PURSUANT TO THE SELF-SERVICE STORAGE FACILITY ACT IN TENNESSEE CODE ANNOTATED TITLE 66, CHAPTER 31, THE OWNER OF A SELF-SERVICE STORAGE FACILITY AND THE OWNER'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE 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 PURSUANT TO THE TENNESSEE SELF-SERVICE STORAGE FACILITY ACT. THE LIEN ATTACHES WHEN THE PERSONAL PROPERTY SPLACED IN THIS LEASED SPACE. THE OWNER'S LIEN IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST, EXCEPT THOSE WHICH ARE PERFECTED AND RECORDED IN THE STATE IN THE NAME OF THE OCCUPANT DURING THE TERM OF THE RENTAL AGREEMENT AND EXCEPT ANY TAX LIEN AS OTHERWISE PROVIDED BY LAW. ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT MAY BE SOLD OR OTHERWISE DROVIDED BY SENDING WRITTEN NOTICE TO THE OCCUPANT, VIA HAND DELIVERY, BY VERIFIED MAIL OR BY ELECTRONIC MAIL TO THE OCCUPANT IS LAST KNOWN ADDRESS, OF THE OWNER'S CLAIM SHOWING THE SUM BLEACTHOUGH AND THE PROPERTY COCCUPANTS LAST KNOWN ADDRESS, OF THE OWNER'S CLAIM SHOWING THE SUM BLEACT HIE OF THE NOTICE AND THE DATE WHEN THE SUM BECAME DUE.

OCCUPANT SHALL HAVE THIRTY DAYS FROM THE DATE OF THE NOTICE TO PAY THE BALANCE DUE OR THE PROPERTY SHALL BE ADVERTISED FOR PUBLIC SALE. BEFORE ANY SALE OR OTHER DISPOSITION OF PERSONAL PROPERTY PURSUANT TO THIS SECTION, THE OCCUPANT MAY PAY THE AMOUNT NECESSARY TO SATISFY THE OWNER'S LIEN AND THE REASONABLE EXPENSES INCURRED UNDER THE STATUTE AND THEREBY REDEEM THE PERSONAL PROPERTY. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's poperty as a result of Occupant sold the foreclosure of Owner's lien. Occupant consents to the use of on-line auction services.

- (B) IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A VEHICLE AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED SIXTY (60) DAYS AFTER THE MATURITY OF THE OBLIGATION TO PAY RENT, THE FACILITY OWNER MAY HAVE THE VEHICLE TOWED OR MAY SELL THE VEHICL IP UP UBLIC AUCTION. OWNER SHALL NOT BE LIABLE FOR THE VEHICLE OR ANY DAMAGES TO THE VEHICLE ONCE THE OWNER TAKES POSSESSION OF THE PROPERTY.
- (C) THE OWNER'S LIABILITY ARISING FROM THE LIEN SALE IS LIMITED TO THE NET PROCEEDS RECEIVED FROM THE SALE OF THE PERSONAL PROPERTY.
- (D) THE OWNER IS NOT LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED IN A DOCUMENT OR ELECTRONIC STORAGE MEDIA (I) THAT ARE PART OF THE OCCUPANT'S PROPERTY SOLD OR OTHERWISE DISPOSED; AND (II) OF WHICH THE OWNER DID NOT HAVE ACTUAL KNOWLEDGE.
- 14. SECURITY AGREEMENT: This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to, Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect so the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under state law and as it may be amended.
- renounces its right to the benefit of the exemptions provided under state law and as it may be amended.

 15. OCCUPANT'S LIABILTY: In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all send costs for said collection. If any property remains unsold after foreclosure and sale, Owner may dispose of said properly in any manner considered appropriate by Owner.
- 16. ASSIGNMENT AND SUBLETTING: Occupant shall not assign this Agreement or sublet the whole or any portion of the Space rented
- 17. WAIVER/ENFORCEABILITY: In the event any part of this Agreement shall be held invalid, void, or unenforceable, the remaining parts of this Agreement shall be in full force and effect as though any invalid, void, or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.
- 18. ATTORNEYS' FEEs: In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any Covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorneys' fees incurred in such actions.
- 19. SUCCESSION: This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns
- 20. GOVERNING LAW: This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State
- WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, terclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in way connected with this Agreement, Occupant's use or occupancy of the Space or the Facility, any claim of bodily injury or property age, or the enforcement of any remedy under any law, statute, or regulation.
- 22. LIMITED WARRANTY: This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No expressed or implied warranties, guarantees, or representations are given by Owner or Owner's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Facility, the Space, and/or the property in the Space. The agents and employees of Owner are not authorized to make warranties about the Space, premises, and Facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement.

The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space, premises, and Facility referred to herein. No promises or representations of safety or security have been made to Occupant by the Owner's employees or agents. There shall be no liability to the Owner, the Owner's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and Facility, and that Occupant accepts such leased Space, premises, and Facility and that Occupant accepts such leased Space, premises, and Facility and that Occupant accepts such leased Space, premises, and Facility and that Occupant variety of the parties of the pa

- 23. RULES: Owner shall have the right to establish or change the hours of operation for the Facility and to promulgate Rules and Regulations for the safety, care and cleanliness of the Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time. Failure to abide by these Rules and Regulations will constitute a breach of this Agreement in the same manner as if contained herein as covenants.
- constitute a breach of this Agreement in the same manner as if contained herein as covenants.

 24. NOTICES FROM OWNER: All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. If Occupant provides its e-mail address, Occupant to ensents to the delivery of all notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail. Occupant hereby consents to Owner phoning, faxing, e-mailing, texting, and using social media to communicate with Occupant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Occupant to provide Owner with written notice of any change in address (postal or electronic) or their home or mobile phone number.
- 25. NOTICES FROM OCCUPANT: Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate and correct and Occupant understands that Owner are relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's Address, any change in the liens and secure interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notices to Owner or mail the notice(s) by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.
- 26. CHANGES: All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change, If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the Occupant's occupancy hereunder.
- 27. OCCUPANT'S LOCK: Occupant shall provide, at Occupant's weepense, a lock for the Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Space. The Space shall be immediately locked upon execution of this Agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf. If lock is not placed on unit or Space is found without a lock, Owner has the right, but not the obligation, to place a new lock on the Space to secure the Unit without creating a balliment, provided, however, that in such event, Owner shall not have any liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
- 28. MILITARY SERVICE: In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT, it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.
- 29. PERSONAL AND FINANCIAL INFORMATION: Owner does not warrant or guarantee that any of Occupant's personal information (address, phone number, e-mail address, social security number) or financial information (including, without limitation, credit card and bank account information) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.
- and its respective agents, employees and affiliates for damages arising from the use of said information by others.

 30. CLIMATE CONTROL (As Applicable) The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or the negligence of Owner or its respective agents, employees or affiliates. Occupant understands that their is a risk of the growth of mold and/or mildew on Occupant's stored property, even in a climate controlled Space. Owner recommends that Occupant periodically inspect the Space and the property, taking any and all actions necessary to protect Occupant's property. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all.

 1. PERMISSION TO CALL FAX F-MAIL OR TEXT: Occupant preserved and Occupant are entering to a business relationship as
- 31. PERMISSION TO CALL, FAX, E-MAIL OR TEXT: Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing, exting (including automated calls and texts), and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices, and that these conditions are related to the business relationship. Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Agreement or at any other cell phone numbers provided by Occupant to Owner. Texts from Owner to Occupant may provide alerts regarding the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant in the Space of the provided as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant in the Space of the services of the object of the provided as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant of the object of the

 $\begin{array}{l} \textbf{OCCUPANT INITIALS} & \underline{<} \underline{\text{Esign.Initials10ptional}} \\ \end{array}$

- 32. STORAGE OF MOTOR VEHICLES: Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle storad will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only whicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the Space after termination of the Agreement or upon Occupant's default for 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal, at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

 33. TIME TO FILE SUIT. Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.
- year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

 34. ARBITRATION: In the event of any dispute between the parties exceeding the jurisdictional limit of small claims court, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Owner and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mall within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Partles involved, and the amount of monetary damages involved within 15 miles of the Facility. The arbitration will be conducted under the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. THE PARTIES AGREE THAT BY EMERMENT IN THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JUNY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.

 35. RELEASE OF I
- 35. RELEASE OF INFORMATION: Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
- occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

 36. ELECTRONIC SIGNATURE: Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature used, occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.
- between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

 37. INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expenses, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Occupant's stored property is a material condition of this Agreement, and is for the benefit of both Occupant and Owner. Occupant's failure to carry the required insurance is a breach of this Agreement, and Occupant saymes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant and Owner's agents or employees, including any loss of the property due to any acts whatsoever of Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

INSURANCE ELECTION: Occupants elects one of the following (please initial):

I have provided evidence of insurance from my insurance agent or company for my personal property and Esign_Initials10ptional contents. I agree to keep the insurance in force during the time of my lease.

<Esign.TextboxOptional> POLICY #

<Esign.TextboxOptional>

 $\underline{<\! \mathsf{Esign.Initials1Optional} \!>} \ \mathsf{I} \ \mathsf{agree} \ \mathsf{to} \ \mathsf{enroll} \ \mathsf{in} \ \mathsf{SBOA} \ \mathsf{TI} \ \mathsf{(Tenant Insurance)}.$

Occupant agrees and understands that the SBOA TI policy can be cancelled at any time if Occupant provides evidence of third party insurance coverage for its stored property. Occupant further consents to business communication by Owner and Insurer via phone, text, e-mail and fax.

UNLESS OCCUPANT PROVIDES OWNER WITH PROOF OF INSURANCE COVERING THE OCCUPANT'S PROPERTY DURING THE TERM OF THE TENANCY OR PARTICIPATES IN THE SBOA TENANT INSURANCE PROGRAM, OWNER RESERVES THE RIGHT TO AUTOMATICALLY ENROLL OCCUPANT IN THE SBOA TENANT INSURANCE PROGRAM WITH A MINIMUM AMOUNT OF COVERAGE AT THE STANDARD ADDITIONAL RENT CHARGE FOR SUCH TENANT INSURANCE THEN IN EFFECT UNDER THE SBOA TENANT INSURANCE PROGRAM.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL PAGES (This is a multi-page document), AND FULLY UNDERSTAND THE CONTENTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEGGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS MULTI-PAGE AGREEMENT.

"OCCUPANT" "OWNER"

Occupant: <Esign.Signature1>
(Signature)
Occupant Name (print): <Tenant.Name

Occupant Name (print): <Tenant.Name>
Date Signed: <Tenant.LeaseSignDate>

Owner: <Esign.Signature2> Facility Manager

Owner/Facility Manager Print Name: <Employee.Name>

<Site.StreetAddress1> <SIte.City>, <Site.Region> <Site.PostalCode> Phone: < Site.Phone>