

## STORAGE SPACE RENTAL AGREEMENT

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Transaction Date: \_\_\_\_\_

### **OCCUPANT INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone : \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

### **Military: Are you or your spouse in the Military/Reserves?**

Yes: \_\_\_\_ No: \_\_\_\_ If Yes, Contact information: \_\_\_\_\_

Branch: \_\_\_\_\_

Commanding Officer Phone: \_\_\_\_\_

### **SPACE, RENT, & FEES:**

Space Number:	New Account Administration Fee: \$29
Space Description:	First Late Fee: greater value of \$10 or 10% of rental rate (7 days late)
Gate Access Code:	Second Late Fee: greater value of \$10 or 10% of rental rate (15 days late)
Monthly Due Day:	Insufficient Funds (NSF) Fee: \$30
Monthly Rental:	Auction Fee: \$50 (36 Days Past Due)
Insurance:	\$50 (50 Days Past Due)
Amount Paid at Move-in:	\$50 (65 Days Past Due)
	Clean-Up Fee: \$100
	Invoice Fee: \$3
	Lock Cut Fee: \$45
	App Access Fee:

### **ALTERNATE CONTACT: Provide the name and address of another person in addition to yourself to whom any notices may be sent.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email \_\_\_\_\_

**NOTICES:** YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE ANY NOTICE OF DEFAULT BY MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL.

TO CHOOSE NOTICE BY MAIL TO THE ADDRESS WRITTEN ABOVE, SIGN HERE:

\_\_\_\_\_ (Occupant signs on this line to receive notice by mail.)

TO CHOOSE NOTICE BY ELECTRONIC MAIL, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:

\_\_\_\_\_ (Occupant signs on this line to receive notice by electronic mail.)

\_\_\_\_\_ (If Occupant selects to receive notice by electronic mail, on this line  
Occupant must print the electronic mail address for Owner to use in sending notice.)

**CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.**

**DESCRIPTION OF CONTENTS:** (check all that apply) \_\_\_ Household Goods, \_\_\_ Furniture, \_\_\_ Boxes, \_\_\_ Trunks, \_\_\_ Suitcases, \_\_\_ Toys, \_\_\_ Sporting Goods, \_\_\_ Tools, \_\_\_ Motor Vehicles (VIN Required), \_\_\_ Other Vehicles/Trailers (registration # required), and/or \_\_\_\_\_ other \_\_\_\_\_ as named: \_\_\_\_\_

**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 items listed below: \_\_\_\_\_

**NOTICE OF LIEN:** THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE SOUTH CAROLINA SELF-SERVICE STORAGE FACILITY ACT. PURSUANT TO THE SOUTH CAROLINA SELF-SERVICE STORAGE FACILITY ACT, S.C. CODE ANN. § 39-20-10 ET SEQ., THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE.

This Rental Agreement (hereinafter called the "Agreement"), made and entered into the date as set forth above, by and between the self-service storage facility identified above as agent for Owner (hereinafter called "Owner") and the Occupant identified above (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, Owner agrees to let Occupant use and occupy a space in the self-service storage facility, known as \_\_\_\_\_ (hereinafter called the "Facility"), located in the City of \_\_\_\_\_ state of South Carolina, and more particularly described as follows: Space # \_\_\_\_\_ (hereinafter referred to as "Space"). 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. TERM:** The term of this Agreement shall commence on the date the Agreement is executed and shall continue on a month-to-month basis thereafter. The minimum term is one month. There will be no refund of rent even if Occupant does not put property in the Space. Owner is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.

**2. RENT:** "Space", as used in this Agreement, will be that part of the Facility described above. The Occupant agrees to pay the Owner, as payment for the use of the Space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance on or before the Monthly Due Date set forth above (hereinafter referred to as the "Monthly Due Date"), in the amount listed above as the Monthly Rate, and a like amount each month after, until the termination of this Agreement. The rent shall be paid to Owner or Owner's agent at the office of the Facility, online website, or by phone at \_\_\_\_\_ or such other place the Owner may designate in writing. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. **When rent is seven (7) calendar days past due, or if any check given in payment is dishonored, Occupant is considered to be in default and the Owner may deny access to the personal property located in the self-storage Facility. THIS IS THE OCCUPANT'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT. Default can also be the Occupant's failure to perform any terms or conditions of this Agreement or Occupant's breach of the peace.** In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the Space. Owner may place a different padlock on the Space over which only the Owner and his agents have control. Owner reserves the right to require that the rent and other charges be paid by cash, certified check, debit card, credit card, or money order. Owner may change the rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month that the rent is due. If Occupant has made advance payments, the new rental rate will be effective on the first day of the

first month following the exhaustion of all of Occupant's advance payments. Failure to pay Rent and other fees charged to Occupant's account will subject the Occupant's property to lien sale proceedings pursuant to applicable state law. OCCUPANT AGREES AND UNDERSTANDS THAT ANY PAYMENTS MADE WILL BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE. Occupant 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. 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 placed in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments. Occupant's account must be in good standing to receive or continue any promotions or discounts.

**3. DENIAL OF ACCESS:** If rent is not paid within **7 days** of the Monthly Due Date, Owner may, without notice deny the Occupant access to the property located in the Space. 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 Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the Facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order at the Facility. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity, inspecting vehicles that enter the Facility, and controlling Occupant's access to and on the Facility due to Occupant's conduct. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces. Neither Owner nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. No bailment or higher level of liability is created if Owner takes any action, including, but not limited to, over-locking the Occupant's lock, to deny the Occupant access to the Space. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

**4. 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, Occupant may elect to pay an additional fee as an **INVOICE FEE**, set forth by Owner, to receive monthly invoices. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is not received within **7 DAYS** of the Monthly Due Date, Occupant shall pay to Owner a **FIRST LATE FEE** in the amount stated above for each month rent is past due. Furthermore, if any monthly rent payment is not received within **15 DAYS** of the Monthly Due Date, a **SECOND LATE FEE** in the amount stated above will be assessed for each month rent is past due. **Late fees are assessed at the full and sole 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 payment to Owner is dishonored for any reason, Occupant agrees to pay the **NSF FEE** stated above, in addition to the aforementioned FIRST and SECOND LATE FEES. 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.

**5. 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 or highly inflammable goods or any other goods in the Space that would cause danger to the Space or Facility. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the Space, and to keep the Space in good condition during the term of this Agreement. Occupant agrees not to store any flammable, odorous, noxious, corrosive, hazardous or pollutant materials in the Space and from engaging in any activity which produces such materials. Occupant shall not use the Space for contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to create a nuisance. Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space. **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 this Agreement. Occupant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other occupants. Any access to the Facility outside of access hours is considered trespassing. If hazardous substances are stored, used, generated or disposed of on or in the Space or at the Facility or if the Space and/or Facility become contaminated in any manner for which the Occupant is legally liable, 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 settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Occupant. (b) Occupant agrees not to conduct any business out of Space, and further agrees that the Space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the Space. Use of any utilities in the Space is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility charge set forth by Owner. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate termination of this Agreement and shall cancel

Occupant's right of occupancy. Occupant agrees to hold Owner, other occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision. Occupant shall not store lithium batteries, or any devices which charge lithium batteries, in the Space. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. Violation of any use provision in this paragraph shall be grounds for immediate termination of this Agreement.

**6. CONDITION AND ALTERATION OF PREMISES:** Occupant assumes responsibility for having examined the Space and the Facility and hereby accepts them AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the Space and/or the Facility 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 and/or Facility without prior written consent of Owner. Should Occupant damage or depreciate the Space and/or the Facility, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the Space and/or the Facility to its prior condition shall be borne by Occupant. Occupant shall notify Owner immediately of any damage or defect to the Space or the Facility. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space. Occupant agrees that should it cause any damage to the rented Space or the Facility that it will pay the invoice provided by the Owner for the costs to repair said damage within five (5) days of receipt.

**7. LIMITATION OF VALUE:** Because the value of personal property may be difficult or impossible to ascertain, Occupant agrees that in no event shall the Occupant store property with a total aggregate value in excess of \$5,000 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 and may be worth substantially less than \$5,000. Occupant agrees that the maximum value for the property stored in the Space and 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. Nothing in this section 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.

**8. ABANDONMENT:** This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has removed the locking device from the Space and IS NOT current in all obligations hereunder or lock is cut after default and it is determined, in the Owner's discretion, that the items in the Space have little or no value. Any property left in the Space may be sold, destroyed, or disposed of by the Owner. 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.

**9. TERMINATION:** This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a **five-day** advance written notice of its intentions to terminate this Agreement and the tenancy hereunder. Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Upon termination of this Agreement, Occupant shall remove all personal property from the Space (unless such property is subject to the Owner's lien rights as referenced herein) and shall deliver possession of the Space to Owner on the day of termination. If Occupant fails to fully remove its property from the Space within the time required, Occupant shall be a tenant at sufferance and Owner, at its option, may, without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. Occupant must leave the Space empty, in good condition, broom clean, and unlocked. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month. No refunds are allowed for partial-month occupancies. 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.

**10. OCCUPANT'S RISK OF LOSS:** **THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE TENANT'S STORED PROPERTY.** All property stored within or on the Space by Occupant or located at the Facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the Facility or in or on the Space. Occupant shall assume full responsibility for who has the keys and access to the Space. Owner and Owner's employees 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, smoke, water, mold, mildew,

hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, malfunction of utilities or alarm/sprinkler systems, Acts of God, or the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of this Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

**11. INSURANCE: 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 PROVIDE SUCH INSURANCE.** Occupant, at Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatsoever nature. Occupant agrees to obtain insurance coverage for 100% of the actual cash value of Occupant's property stored in or on the Space. Insurance on Occupant's property is a material condition of this Agreement, and Occupant assumes all risk of loss, damage, or theft to stored property that would be covered by such insurance. Occupant hereby releases Owner and Owner's agents and employees from any and all claims for damage or loss to stored property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's agents and employees in connection with any damage which is or would be covered by any such insurance policy. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.

**12. PERSONAL INJURY:** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or Facility from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**13. INDEMNIFICATION OF OWNER:** Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from Occupant's lease and 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.

**14. OWNER'S RIGHT TO ENTER:** Occupant grants Owner or Owner's agents access to the Space upon 48 hours' advance written notice to Occupant. In the event of an emergency or nuisance, Owner shall have the right to enter the Space without notice to Occupant, and take such action as may be necessary or appropriate to preserve the Space, to comply with applicable law, to enforce Owner's rights, or for inspections or searches by governmental authorities.

**15. OWNER'S LIEN RIGHTS: UPON DEFAULT BY THE OCCUPANT THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH THE OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE. OWNER'S LIABILITY ARISING FROM THE SALE OF PERSONAL PROPERTY IS LIMITED TO THE NET PROCEEDS RECEIVED FROM THE SALE OF THAT PROPERTY. THE OWNER SHALL NOT BE LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED IN DOCUMENTS OR ELECTRONIC STORAGE MEDIA THAT ARE A PART OF THE OCCUPANT'S PROPERTY SOLD OR OTHERWISE DISPOSED OF AND OF WHICH THE OWNER DID NOT HAVE ACTUAL KNOWLEDGE. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR A WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS FOLLOWING THE MATURITY OF THE OBLIGATION TO PAY RENT, THE OWNER MAY HAVE THE PROPERTY TOWED BY A TOWING COMPANY LICENSED PURSUANT TO LAW. IF A MOTOR VEHICLE IS TOWED AS AUTHORIZED BY STATE LAW, THE OWNER SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR ANY DAMAGES TO THE MOTOR VEHICLE ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY. For purposes of Owner's lien: "personal property" means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; "last known address" means that address provided by the Occupant in the latest rental agreement or the address provided by the Occupant in a subsequent written notice of a change of address. The Owner's lien attaches as of the date the Occupant is considered in default. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property.**

**Any payments made to satisfy the lien must be for the full amount owed to Owner and may only be in the form of cash or money order. Owner reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. Occupant consents to the use of on-line auction services.**

**16. 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 to 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.

**17. OCCUPANT'S LIABILITY:** 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 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 fees and costs for said collection. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.

**18. ASSIGNMENT AND SUBLETTING:** Occupant shall not assign this Agreement or sublet the whole or any portion of the Space rented hereunder.

**19. WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining parts of this Agreement shall be in full force and effect as though any invalid 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.

**20. ATTORNEY'S 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 attorney's fees incurred in such actions.

**21. SUCCESSION:** This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.

**22. GOVERNING LAW:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State where the Facility is located.

**23. WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Agreement, Occupant's use or occupancy of the Space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

**24. 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, 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. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. 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 is to be considered a part of the Agreement. This entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. Occupant acknowledges that neither Owner nor Owner's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Owner nor Owner's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Occupant or any other party. 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. **Any video recording devices are not monitored.** 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. 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 Space, premises, and Facility AS IS and WITH ALL FAULTS.

**25. 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.

**26. 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 consents to the delivery of all correspondences and 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 consents to Owner sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems.**

**27. 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 is 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 secured 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 notice to Owner or mail the notice 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. Occupant's failure to notify Owner of any change in mailing address, e-mail address, or phone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

**28. 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 so 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, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to his occupancy, whether or not Occupant has agreed to the change in writing.

**29. OCCUPANT'S LOCK:** Occupant shall provide, at Occupant's own expense, a lock for the Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Space. Owner does not represent the adequacy of any particular lock. 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 Space or Space is found without a lock, Owner has the right to place a new lock on the Space to secure the Space, with or without notice to Occupant and without creating a bailment; 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.

Storage spaces at the Facility may be equipped with electronic locking devices that do not require the Occupant to provide a lock. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the use, function, security, reliability, merchantability or fitness of the any such electronic locking device. **Owner shall not be liable for loss or damage to property stored in the Space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any electronic locking device. If the electronic locking device contains technology which allows the Owner to overlock and/or unlock the Occupant's lock, no bailment or higher level of liability is created by the Owner's ability, or use of ability, to overlock and/or unlock the lock on the Space and the Owner does not take care, custody, or control of the Occupant's property due to the Owner's ability, or use of ability, to overlock and/or unlock the Occupant's lock.**

**30. 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. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant shall notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**31. 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.

**32. 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 and Owner does not guarantee that temperature and humidity will not fluctuate. **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 including the negligence of Owner or its respective agents, employees or affiliates. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property, even in a climate-controlled Space. **Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property in the Space. Occupant hereby releases Operator from any liability for mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs.** Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the property, taking any and all actions necessary to protect Occupant's property.

**33. PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant hereby provides its express written consent to Owner (and Owner's agents, employees, representatives, affiliates and those acting on its behalf) phoning, SMS messaging/texting, faxing, e-mailing, and using social media to communicate with Occupant with marketing, informational, account-related, and/or other business-related communications from and on behalf of Owner, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant consents to Owner sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of the Owner using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Owner. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Owner at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Owner. Calls and SMS/text messages from and on behalf of Owner to Occupant may provide alerts regarding offers and promotions from the Owner, the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, information about the Space and/or the Facility, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Owner and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging by emailing \_\_\_\_\_ or reply STOP to any SMS/text message received. Occupant certifies and warrants that the phone number(s) provided in this Agreement are that of the Occupant. **OCCUPANT INITIALS**  .

**34. 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, law enforcement agencies or courts.

**35. VEHICLES:** Occupant shall not park any vehicle at the Facility (or permit any other party to park any vehicle at the Facility) except in areas designated by Owner and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. 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 stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only vehicles 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 this Agreement or upon Occupant's default for 60 or more days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such property to be removed by a person regularly engaged in the business of towing, 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 property is subject to removal at the Occupant's expense after termination of the Agreement or upon Occupant's default. Owner shall incur no liability to Occupant for causing the property to be removed pursuant to this paragraph.

**36. CROSS-COLLATERALIZATION OF STORAGE SPACES:** When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

**37. ARBITRATION:** In the event of any claim, dispute or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. **THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT.** Owner will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Owner may then choose



to arbitrate. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. **The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found [www.namadr.com](http://www.namadr.com).** Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

**38. EXCEPTIONS TO ARBITRATION:** Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. Owner retains the right to conduct a lien sale under applicable state law. However, any other claims, such as claims for violations of self-storage lien laws, derivative claims (including, but not limited to, claims under state or federal consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

**39. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Owner reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.

**40. CONDUCT:** Occupant and Occupant's guests and invitees shall behave, conduct themselves, and communicate with Owner, Owner's employees and agents, and other occupants in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant or Occupant's guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Owner shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and the Facility. If Occupant or Occupant's guests or invitees are in violation of this paragraph, Owner has the right to control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

**41. 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 is 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.

**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 ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS MULTI-PAGE AGREEMENT.

Owner: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Facility Manager

Occupant: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

## SBOA Tenant Insurance Program

### TENANT PARTICIPATION ADDENDUM

You may participate in coverage arranged by the storage facility. I understand that participation in SBOATI is not mandatory. NEITHER THE STORAGE COMPANY NOR ITS LEASING AGENT ARE LICENSED INSURANCE AGENTS. PLEASE CALL ALCHEMY INSURANCE SOLUTIONS WITH YOUR QUESTIONS 800-792-0345.

### LESSEE INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Unit #: \_\_\_\_\_

I have read the rental agreement and understand this self-storage facility / Management Company is a commercial business renting space and is not responsible for loss or damage to property stored at this facility. \_\_\_\_\_ initial

### COVERAGE SECTION

The acceptance of this coverage Harco National Insurance Company is based on certain underwriting requirements. This addendum is not an insurance contract. We will provide you:

Select a Limit: ☐ \$2000 ☐ \$3000 ☐ \$5000 ☐ Other: \_\_\_\_\_

Monthly Fee: \_\_\_\_\_

Type of goods stored: ☐ Household / Personal Property ☐ Business / Trade Property  
Describe: \_\_\_\_\_

- ☐ **OPTION 1 – I will participate** in the Inland Marine SBOATI program from Alchemy Insurance Solutions, a licensed insurance agency. I hereby elect to satisfy my obligation to secure insurance coverage for my stored personal property/contents through SBOATI. In doing so, I have selected the limit and monthly cost identified above. I understand that a portion of the cost I pay will be used to pay the storage company's and/or management company's cost for collecting, accounting for and remitting the SBOATI premium to the insurer(s) licensed to underwrite the insurance provided pursuant to SBOATI. I also understand that a portion of the cost I pay may be retained by the storage company and/or management company as profit. I also understand that SBOATI only provides coverage for personal property/contents while stored at this storage facility. The insurance provided through SBOATI is underwritten by Harco National Insurance Company. The specific coverage, policy terms, conditions and exclusions are described in the policy issued by Harco National Insurance Company. I understand that it is my obligation to read and understand the coverage, policy terms, conditions and exclusions described in the policy. Coverage while this storage facility is under a wildfire, hurricane or tornado warning or watch will not become effective until 12:01 am the day after such warning or watch has been lifted. Insurance under SBOATI does not include coverage for loss due to surface waters or flooding. Flood insurance is available through the National Flood Program. By signing this application, I agree that if my insurance premium is more than 30 days past due under the terms of the certificate of insurance my coverage will terminate. If I am renting the same unit, I authorize reinstatement of this insurance under these same terms and conditions. I also agree that, if there is damage or loss to my property after the coverage terminated for nonpayment, there is no coverage and I will not file a claim for that damage with the insurance company.
- ☐ **OPTION 2 – I will not participate** in the Inland Marine SBOATI program from Alchemy Insurance Solutions. I have contacted my insurance agent/company and confirmed I have coverage for my personal property/contents. I have provided evidence of insurance and agree to keep coverage in force during the term of my lease.

Name of Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Signature(s) \_\_\_\_\_ Date: \_\_\_\_\_

**To access a copy of the policy, go to: [www.sboati.com](http://www.sboati.com) (click on the INSURED button, then CERTIFICATE) or call 1-888-288-9148 and select # 5.**

**I have my copy of the Tenant Participation Addendum. \_\_\_\_\_ initial**

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_  
One copy to Lessee; one copy in Lessee file.

Administered by: \_\_\_\_\_

Alchemy Insurance Solutions  
313 W. Liberty St., Suite M, Lancaster, PA 17601  
800-792-0345



ENROLLMENT FOR ACCEPTANCE OF INSURANCE UNDER MASTER POLICY NUMBER: RPLA01274

**TENANT INSURANCE PROGRAM**

Facility Operator: \_\_\_\_\_ Facility Name: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_ Unit #: \_\_\_\_\_  
Facility License: 1900798047

I WANT TO ENROLL IN THE TENANT INSURANCE PROGRAM FROM HARCO NATIONAL INSURANCE COMPANY, serviced by ALCHEMY INSURANCE SOLUTIONS IN THE AMOUNT OF:

Coverage Limit: \_\_\_\_\_ Regular Monthly Premium: \$ \_\_\_\_\_  
Insurance Start Date: \_\_\_\_\_

I understand that the Coverage amount noted is the amount of insurance I have selected. This is a maximum limit. The actual amount paid in the event of loss will be determined by proof of loss documentation. I authorize the Owner to receive the premium and to send it to the insurance company on my behalf. I understand that the Operator of the storage facility, as a limited lines insurance licensee, is authorized to discuss and transact insurance that covers the goods I will store while at the Operator's facility, and that the Operator may be paid commission or other valuable consideration for their role in the insurance transaction. The Operator is not licensed or qualified to discuss or transact any other type of insurance.

My insurance will start on \_\_\_\_\_ and will be renewed each month until I terminate the insurance or move out. I understand that the Regular Monthly Premium is due each month on or before each monthly renewal date. The premium is fully earned.

I hereby request to enroll in the Tenant Insurance program in the amount listed above. I have voluntarily elected to enroll in the insurance program available through Alchemy Insurance Solutions, LLC. I have read and completed this application for insurance provided in the Master Policy written by HARCO NATIONAL INSURANCE COMPANY.

When I have properly completed and signed this application and it is attached to the issued Tenant Insurance Program Certificate my coverage will be in effect. I will become insured effective as of \_\_\_\_\_ for the amount of insurance I have selected and initialed above. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the premium noted above. Failure to pay any premium in full will result in the cancellation, without notice, of my insurance.

**ELIGIBILITY:** I understand that the opportunity to purchase insurance on property stored within the premises is available to all Tenant/Occupants who have entered into a Rental Agreement with the Owner for a storage space. Coverage does not apply to property stored in a commercial office suite or retail space or any other location. Some property that may be stored in a unit is excluded from coverage, such as antiques and currency. It is my responsibility to read and understand the Certificate of Insurance and how it may exclude some of my belongings from coverage.

**PREMIUM RATES:** I understand that I will receive one month's notice of changes in the premium rates, if any, and the new rate shall be effective on the next insurance renewal date following the month in which advance notice of such change is delivered to me.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AND APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

DATE SIGNED: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_  
SB 00 02 04 25 PRINTED NAME: \_\_\_\_\_

**CERTIFICATE OF STORAGE INSURANCE**  
**HARCO NATIONAL INSURANCE COMPANY**  
**PLATINUM TENANT INSURANCE UNDER MASTER POLICY NUMBER: RPLA01274**

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by Harco National Insurance Company

ime of Person or Organization: \_\_\_\_\_ Spac

Customer of: \_\_\_\_\_ Date: \_\_\_\_\_

#### DEFINITIONS:

When used in reference to this insurance, "you" and "your" refer to the person(s) named as tenant in the Rental Agreement. "We," "us" and "our" refer to the insurance company. In addition, certain words and phrases are defined as follows:

**OWNER** - shall mean the owner, landlord, lessor or operator of the self-storage facility.

**RENTAL AGREEMENT** - means the Rental Agreement executed and in effect between you and the Owner.

**INSURANCE APPLICATION** - means the "Enrollment For Acceptance Of Insurance Under Master Policy Number" form you completed.

**AMOUNT OF INSURANCE** - means the amount of insurance printed on your signed Insurance Application form for coverage.

**PREMIUM** - means the amount shown in the Insurance Application form as premium for your insurance.

**OCCURRENCE** - means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**PROPERTY DAMAGE** - means physical injury to real property at the storage facility location listed in the Rental Agreement, but does not include any;

a. PROPERTY DAMAGE expected or intended from the standpoint of the insured; or

b. Loss of use of that property.

**VEHICLE** - means land motor vehicle, boat, mobile equipment or trailer and covered property stored within.

**EFFECTIVE DATE:** This insurance attaches on the date shown on the Insurance Application. This insurance shall remain in effect until terminated or cancelled as provided by this certificate.

**PROPERTY INSURED:** The personal property insured under each Certificate of Storage Insurance consists of the personal property of the Insured. We will also cover the personal property of others for which the Insured may be liable or have assumed liability prior to a loss while in storage within the storage space described in the Rental Agreement.

**PERILS INSURED AGAINST:** We cover direct loss to property insured by the following perils, except as otherwise excluded but limited to the Amount of Insurance.

- |  |  |
|--|--|
| a) Fire or Lightning                       | j) Vandalism or Malicious Mischief   |
| b) Windstorm or Hail                       | k) Falling objects, provided the exterior of the building containing the Property is first damaged falling objects |
| c) Cyclone, Tornado or Hurricane           |  |
| d) Explosion or Sonic Boom                 | l) Weight of Ice, Snow or Sleet  |
| e) Strikes, Riot or Civil Commotion        | m) Collapse of Buildings containing the property insured, other than by earthquake                                 |
| f) Craft, Self-propelled Missiles or Space |  |
| g) Vehicles                                | n) Water Damage except as excluded under Paragraphs (b) and (c) Exclusion  |
| h) Smoke                                   | o) Earthquake  |
| i) Landslide, including sinkhole collapse  |  |

**ADDITIONAL COVERAGES:** We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the Amount of Insurance.

**BURGLARY:** 100% of the Amount of Insurance coverage for loss by burglary or holdup. The term "Burglary" shall mean the act of stealing property by forcible entry into the storage space described in the Rental Agreement; however, this coverage only applies when such storage space is securely locked at the time of the forcible entry. The mere absence of a lock will not constitute forcible entry.

**DEBRIS REMOVAL:** 20% of the amount of your insurance under the Master Policy to cover the necessary expense incurred in the removal of debris from the property insured following an insured loss.

**LIMITED PROPERTY DAMAGE LIABILITY:** We will pay up to \$3,000 that you become legally obligated to pay the Master Policyholder for Property Damage to the storage facility listed in the Rental Agreement caused by an Occurrence.

**OUTDOOR VEHICLE STORAGE SPACE:** We will pay the Insured for direct physical loss to property stored and locked within a Vehicle or OEM components permanently attached to the Vehicle in the Self-Storage unit number shown in the Certificate of Storage Insurance and stored outside at the premises described in the Certificate of Storage Insurance caused by or resulting from any Covered Cause of Loss except due to hail.

**RODENT/VERMIN:** We will pay up to \$500 to cover loss or damage caused by moths, insects, rodents or vermin.

**MILDEW, MOLD, FUNGUS, BACTERIA, WET OR DRY ROT:** We will pay up to \$500 for loss or damage caused by direct

physical loss or damage to covered property resulting from mildew, mold, fungus, bacteria, wet or dry rot, including the cost of removal of the mildew, mold, fungus, bacteria, wet or dry rot, that occurs during the Certificate Period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that Occurrence.

**TRANSIT:** 100% of the amount of your insurance under the Master Policy for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported while such property is in transit to or from the storage space, provided the property is within 100 miles of the described storage facility.

**EXTRA RENTAL SPACE:** 20% of the amount of your insurance under the Master Policy to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage space is prevented as a result of loss or damage to storage facility building by a peril insured against in this policy.

**EXCLUSIONS:** We do not insure:

- a) Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol or explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, atmospheric condition and /or changes in temperature, delay, loss of use or loss of market.
- c) Against loss or damage caused by, resulting from, contributing to or aggravated by flood, surface water, waves, tidal water or tidal wave, or overflow of streams or other bodies of water, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.
- d) Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- e) Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the Occurrence of any peril insured against, or when the insured property is endangered by an insured peril.
- f) Loss or damage caused intentionally by the Insured or at the direction of the Insured.
- g) Loss or damage of contraband, or caused by illegal transportation or trade.
- h) Loss or damage resulting from activity in violation of the Lease agreement.
- i) Loss or damage caused by theft or mysterious disappearance, except burglary as covered herein.
- j) Losses caused by nuclear hazards:
  - "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused or any consequence of any of them. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within "Perils Insured Against" clause.
  - The insurance evidenced by this policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- k) War risk and governmental action:
  - The insurance evidenced by this policy does not apply to loss caused directly or indirectly by or due to any act or condition incident to the following:
    - Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental power, authority or forces. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an Occurrence, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- l) Any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by or resulting from a Communicable Disease or the fear or threat of a Communicable Disease regardless of any other cause, event or other sequence of events. "Communicable Disease" means any disease which can be transmitted directly or indirectly from one organism to another organism, where the disease is caused by a substance or agent which is a virus, bacterium, parasite or other organism or any variation, whether deemed living or not.

**DEDUCTIBLE CLAUSE:** There is no deductible applicable to a loss covered under this policy.

**TERMINATION OF INSURANCE:** This insurance shall automatically terminate without notice to you:

On the date your Rental Agreement is terminated;

On the first day the Insured fails to pay the Premium in full for this insurance by the Insured's monthly anniversary day; or

As provided in the Cancellation clause shown below.

Premium for the month of termination is fully earned and there shall be no return Premium due to the Insured for such month.

**VALUATION:** The value of the property will be determined at the time of loss and will be the least of the following amounts:

The actual cash value of that property;

The cost of reasonably restoring that property to the condition immediately before loss; or

The cost of replacing that property of like kind and quality.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to us at site location and to our authorized representative and in case of burglary also to the police. The notice should include:

How, when and where the loss occurred;

The property involved and your interest in it; and

The names and addresses of any witnesses.

**IF YOU HAVE A LOSS:** Write or telephone:

Alchemy Insurance Solutions Phone # 800-792-0345

313 W. Liberty St., Suite M

Lancaster, PA 17603

**CONCEALMENT, MISREPRESENTATION AND FRAUD:** If you commit fraud by intentionally concealing or misrepresenting a material fact concerning the insurance evidenced by this Certificate, covered property or your interest in the covered property, you will void your insurance under this policy and be subject to prosecution.

**EXAMINATION UNDER OATH:** Before recovering for any loss, if requested, you:

Will permit us to inspect the damaged property before it is disposed of or repaired;

Will send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;

Will agree to examinations under oath at our request;

Will produce others for examination under oath at our request;

Will provide us with all pertinent records needed to prove the loss; and

Will cooperate with us in the investigation or settlement of the loss.

**APPRAISAL:** If you and we do not agree as to the amount of loss, then you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two will be binding and set the amount of loss. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the expense of the umpire and the other expenses of the appraisal.

**LOSS PAYMENT/OTHER RECOVERIES:** We will pay or make good any insured loss under the insurance evidenced by this certificate within 30 days after we reach agreement with you, the entry of final judgment or the filing of an arbitration award, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

**LEGAL ACTION AGAINST US:** No one may bring legal action against us unless:

There has been full compliance with all terms of the insurance evidenced by this certificate; and

Such action is brought within two years after you first have knowledge of a loss.

**TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US:** If any person or organization to or from whom we make payment under the insurance evidenced by this certificate has a right to recover damages from another, that



right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss to hinder us in our recovery.

**PAIR, SET OR PARTS:**

Pair or Set. In case of loss to any part of a pair or set we may:

Repair or replace any part to restore the pair or set to its valuation before the loss; or

Pay the difference between the valuation of the pair or set before and after the loss.

Parts. In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

**OPTIONAL ARBITRATION:** Except for decisions made under the appraisal condition, in the event you and we fail to agree as to the interpretation or applicability of any of the terms of our Insurance, you may elect to resolve the disagreement by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located or in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This option is granted to you subject to the following terms and conditions:

Any arbitration instituted to determine coverage for a specific loss must be started within one year after the Occurrence causing loss or damage. This optional arbitration clause is intended to grant an additional right to you. All other terms and conditions of this contract remain the same, and no rights or duties of yours or ours shall be diminished or negated by reason of this clause or exercise of this option.

**CANCELLATION:** The insurance evidenced by this Certificate may be canceled at any time by you, upon providing advanced notice in writing to us or to your facility management. Facility Management will send notice to your address shown on the Rental Agreement prior to the effective date of cancellation of this certificate. The insurance evidenced by this policy shall automatically terminate in event of non-payment or partial payment of Premium as provided above without further notice to you. Premium for the month of cancellation is fully earned and there shall be no return Premium due you for such month. If any part of this paragraph is in conflict with specific state requirements the state requirements will apply.

**CHANGES:** This Certificate and the Master Policy contains agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of the Master Policy.

**SB 00 72 04 25**

**Renter's Program - Platinum (RPLA)**

**COVERAGE OPTIONS**

Includes up to \$500 of Rodent Damage & up to \$500 of Mold/Mildew Coverage

Coverage Limits	Premium
\$2,000.00	\$12.00
\$3,000.00	\$17.00
\$5,000.00	\$25.00

Additional coverage limits may be available at this facility.

**COVERAGE FOR**

- Fire/Smoke
- Earthquake
- Burglary
- Lightning
- Wind/Hail
- Explosion

**COVERAGE FEATURES**

- \$0 Deductible
- Pays first even with other coverage
- No long-term commitment
- Convenient & low cost
- Helps to cover the gap of Homeowners deductible

**CLAIMS INFORMATION**

In the event of a claim, YOU should:

1. Notify your facility manager immediately.
2. Report burglaries to your local police department and keep a copy for your records.
3. Take photos of any damage to your unit and/or your belongings.
4. Report your claim to SBOA Tenant Insurance Claims Department

Call: 800-792-0345

Online: <https://sboati.com/file-a-claim>

What WE will do:

1. Take your statement of loss.
2. Assign a claims adjuster to begin processing your claim.
3. Send claims forms to gather additional information.
4. Confirm that the cause of the loss is covered in your policy.
5. Have your adjuster contact you regarding the outcome of your claim. Every claim is different, and although the claims process can vary slightly according to the situation, your adjuster will devote the time and attention it takes to resolve your claim. We are committed to ensuring every claim is handled as fairly, professionally and carefully as possible.

## INCLUDED IN YOUR COVERAGE

The personal property insured under each Certificate of Storage Insurance consists of the personal property of the Insured.

We will also cover the personal property of others for which the insured may be liable or have assumed liability prior to a loss while in storage within the storage space described in the "rental agreement". Windstorm (hurricane), hail, or water damage except flood, surface water. Landslide, including sinkhole collapse. Strikes, Riots or Civil Commotion. Vandalism or Malicious Mischief. Explosion or Sonic Boom. Weight of ice and Snow or Sleet. Aircraft, propelled Missiles or Spacecraft. Collapse. Buildings, other than by Earth-quake. Vehicles, Earthquake, Cyclone, or Tornado, Falling Objects, Fire, Smoke or Lightning.

**Additional Coverages Include: Burglary:** We will pay up to 100% of the amount of insurance coverage for loss by burglary or holdup. The term Burglary means the act of stealing property by forcible entry into the storage space described in the "rental agreement." However, this coverage only applies when such storage unit is securely locked at the time of the forcible entry. Visible signs of forcible entry must be evident. The mere absence of a lock will not constitute forcible entry.

**Rodent/Vermin Coverage:** We will pay up to \$500 for loss or damage caused by moths, insects, rodents or vermin. ~~the total~~

**Mildew, Fungus, Bacteria, Wet or Dry Rot Coverage:** We will pay up to \$500 for loss or damage caused by direct physical loss or damage to Covered Property caused by mildew, fungus, bacteria, wet or dry rot, including the cost of removal of the mildew, fungus, bacteria, wet or dry rot; that occurs during the Certificate Period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence. Any sums we pay under this additional coverage are not in addition to but rather will be counted against and erode the total Amount of Insurance in your coverage limit.

**Outdoor Vehicle Storage Space Coverage:** We will pay the Insured for direct physical loss to property stored and locked within a "vehicle" or OEM components permanently attached to the "vehicle" in the Self-Storage unit number shown in the Certificate of Insurance and stored outside at the premises described in the Certificate of Insurance caused by or resulting from any Coverage except Covered Cause of Loss due to hail. "Vehicle" means land motor vehicle, boat, mobile equipment or trailer and covered property stored within.

**Limited Property Damage Coverage:** We will pay up to \$3,000 that the insured becomes legally obligated to pay the Master Policyholder for "property damage" to the storage facility listed in the Rental Agreement, caused by an "occurrence". Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. Property damage means physical injury to real property at the storage facility location listed in the Rental Agreement.

**Other Additional Coverages include:** Extra Rental Space, Transit, and Debris Removal. These additional coverages do not increase the amount of insurance. See certificate for details.

## WHAT IS NOT COVERED

- Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets, notes, animals, jewelry, watches, semi- precious/precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol or explosives.
- Damage caused by a pre-existing condition.
- Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- Loss or damage caused by mysterious disappearance.
- Loss or damage caused by theft, except burglary as covered herein.
- Loss or damage caused by or resulting from contributed to or aggravated by flood, surface water, waves, tidal water or tidal wave, or overflow of streams or other bodies of water, including but not limited to escape,

overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.

- Loss Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, atmospheric or changes in temperature, delay, loss of use, or loss of market.
- Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the occurrence of any cause of loss insured against, or when the insured property is endangered by an insured cause of loss.
- Loss or damage caused intentionally by the Insured or at the direction of the Insured.

#### CONSUMER INFORMATION

- This self-storage facility is licensed as a limited lines self-service storage producer to sell this product, however, its employees are not qualified nor authorized to discuss the adequacy of the renter's existing insurance coverage.
- If a renter elects SBOATI coverage, this will be shown on the face of the rental agreement or evidence of insurance will be otherwise provided to the renter at the time that the coverage is obtained. 1
- The renter may cancel the insurance at any time and any unearned premium will be returned in accordance with the applicable law.
- A renter is not required to purchase insurance through the SBOATI program to rent a unit, although the facility owner may require a renter to provide insurance on the property .2
- If insurance is required as a condition of rental, the requirement may be satisfied by the occupant purchasing the insurance prescribed in this section or by presenting evidence of other applicable insurance coverage.
- The self service storage insurance described in this section is primary coverage over any other coverage covering the same loss.
- Notice of Duplication of Coverage: Your renters' or homeowners' policy may provide the insurance you need. Check with your insurance agent to determine if your personal property stored at a location other than your home or business is covered.

#### STATE SPECIFIC

California - The coverage is issued under a group master policy authorized to write tenant insurance under CA Ins. Code, Section 1785.76. California Department of Insurance Toll-Free Consumer Hotline: 1-800-967-4357 (HELP).

Delaware: For inquiries or to file a complaint with the Insurance Commissioner, call: 302-674-7305 or email: [insurance.commissioner@delaware.gov](mailto:insurance.commissioner@delaware.gov).

Kentucky: The insurer underwriting coverage is authorized to sell insurance in Kentucky.

Maryland - For inquiries or to file a complaint with the Commissioner, contact the Maryland Insurance Admin: Toll-Free: 1-800-492-6116, option 3, option 1.

Missouri - Limited Lines Self-Service Storage Insurance Producer Licensing Laws: Section 379.1640, RSMo via [revisor.mo.gov/main/Home.aspx](http://revisor.mo.gov/main/Home.aspx); House Bill 2194 via [www.house.mo.gov/billtracking/bills161/billpdf/truly/HB2194T.PDF](http://www.house.mo.gov/billtracking/bills161/billpdf/truly/HB2194T.PDF)

Nebraska - If purchased, the insurance offered by the limited licensee to occupants is not an automobile liability policy and would not provide compliance with the Motor Vehicle Safety Responsibility Act.

New York - All filed rates/monthly premium available in NY are as follows: 1,000/\$10, 2,000/\$12, 2,500/\$13, 3,000/\$17, 4,000/\$18, 5,000/\$25, 7,500/\$34, 10,000/\$43, 11,000/\$47, 12,500/\$51, 15,000/\$60, 20,000/\$78. Limit options vary by facility. The renter may cancel the insurance at any time and any unearned premium will be returned in accordance with the applicable law (NY Insurance Code, Section 2131). This limited lines self-service storage producer will receive compensation for their work in the sale of insurance. The compensation paid will be a flat, non-variable, monthly fee and will be prorated on the same basis as the associated premium. The purchaser may obtain information about the compensation expected to be received by the producer based in whole or in part on the sale by requesting such information from the producer. (11 NYCRR Section 30.3(a)) 1 In NY, evidence of insurance will be provided to the renter at the time that the coverage is obtained. 2 A renter is not required to purchase insurance through the SBOATI program to rent a unit. New York facility owners may not require a renter to provide insurance on the property.

Oregon - Renting individual storage space at this self- service storage facility does not require an occupant to purchase property insurance from this facility. If this facility does require the occupant to have property insurance, the occupant may satisfy the requirement by providing evidence that the occupant has coverage from another source of property insurance. Once insurance is obtained, in the event that the insured wishes to cancel insurance coverage with SBOATI, they must notify their facility manager.

Pennsylvania - For inquiries or to file a complaint with the Insurance Commissioner, contact the Pennsylvania Insurance Department: Toll-Free: 1-877-881-6388; TTY/TDD: (717) 783-3898.

#### CONTACT US

**313 W. Liberty St., Suite M Lancaster, PA 17603**

**800-792-0345 | [www.sboati.com](http://www.sboati.com)**

**DBA "CIP Insurance Agency LLC" in CA, NE, TX DBA**

**"Cornerstone Producers LLC" in AL, NY, MO, PR**

**"Cornerstone Ins Producers LLC" in HI, MI**

**The SBOA Tenant Insurance program is administered by Cornerstone Insurance Producers, LLC and may not be available in all states.**

**CA License # 0K81731 | NY License # 1422688**

**MD License # 2165980 | OR License # 100262018**

**MN License # 40425101 | PA License # 731260**

**SBOA Tenant Insurance (SBOATI) is a brand administered by Alchemy Insurance Solutions LLC, a Pennsylvania limited liability company based in Pennsylvania. The insurance services related to SBOATI are provided through Alchemy Insurance Solutions LLC. SBOATI is an insurance program that provides coverage to tenants who rent self-storage units. Some coverages of SBOATI may only be available in certain states, and some coverages of SBOATI may only be available from surplus lines insurers. In California, Alchemy Insurance Solutions LLC transacts business as CIP Insurance Agency LLC (California license number OK81731).**

**CARRIER INFORMATION**

**Underwritten by: Harco National Insurance Company, 702 Oberlin Road, Box 10800, Raleigh, NC 27605, (919) 833-1600. Part of IAT Insurance Group and are rated A- (Excellent) by A.M. Best.**