

STORAGE SPACE RENTAL AGREEMENT

Occupant Name: _____
Occupant Driver's License #: _____
Occupant Home Phone: _____
Occupant Work Phone: _____
Occupant Address: _____
Occupant City: _____
Occupant State: _____
Occupant Zip Code: _____

Cell: _____
E-mail: _____

By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail.

Are you or your spouse in the Military/Reserves?

Yes: ___ No: ___ If Yes, Contact information: _____

EMERGENCY CONTACT:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

DESCRIPTION OF CONTENTS: (circle 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 EXCEPT for the items listed below:

Property Description : _____
Lien Holder/ Secured Creditor : _____
Address of Creditor : _____
Amount of Lien- Secured Interest : _____

CONTRACT DETAIL:

New Account Administration Fee: \$ _____	Transaction Date: ____/____/____
First Late Fee: \$ _____ (____ Days Past Due)	Room Number: _____
Second Late Fee: \$ _____ (____ Days Past Due)	Room Description: _____
Third Late Fee: \$ _____ (____ Days Past Due)	Monthly Due Day: _____
NSF Fee: \$ _____	Monthly Rental: \$ _____
Auction Fee: \$ _____ (____ Days Past Due)	Gate Access Code: _____
Clean-Up Fee: \$ _____	Move In Date: ____/____/____
Mailed Invoice Fee \$ _____	
Lock Cut Fee \$ _____	

ALL PROPERTY STORED UNDER A RENTAL AGREEMENT MAY BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS SIXTY-DAY PERIOD WHEN DUE.

This Storage Space Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between Owner, identified above, (hereinafter called "Owner") and 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 as listed above in the self-service storage facility, situated in the city and county listed above in the state of Tennessee, 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. **RENT:** "Space", as used in this Agreement, will be that part of the self-service storage facility ("hereinafter called "Facility") described above. Occupant agrees to pay 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 Facility on or before the 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 Rate is not paid by ____ days from the due date, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be 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 Occupant access to Occupant's property located in the Facility. Owner may place a different padlock on the Space over which only Owner and his agents have control. Occupant agrees and understands that partial payments made to cure a default for non-payment of Monthly Rate 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. Occupant 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 placed in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments.

2. **DENIAL OF ACCESS:** If Monthly Rate is not paid within _____ days of the monthly due date, Owner may without notice deny Occupant access to the property located in the Space. Access will be denied to any party other than the tenant 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 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 and inspecting vehicles that enter the Facility. 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.

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 Rate will not be sent unless requested. However, Occupant may elect to pay an additional fee as an INVOICE FEE, set forth by Owner. Occupant acknowledges that late payment of Monthly Rate 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 Rate is received after _____ DAYS from the Monthly Due Date, Occupant shall pay to Owner a FIRST LATE FEE for each month rent is past due. Furthermore, if any Monthly Rate is received after _____ DAYS from the Monthly Due Date, a SECOND LATE FEE will be assessed for each Monthly Rate is past due. Late fees are assessed at the full and sole discretion of 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 Owner will incur by reason of late payment by Occupant. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as an NSF FEE. 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.

4. **USE AND COMPLIANCE WITH LAW:** (a) The Space is to be used by Occupant solely for the purpose of storing any personal property belonging to Occupant. Occupant agrees not to store any explosives, 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, facility or any person. 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. Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space, and will keep the Space in good condition during the term of the Agreement. Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to 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 any part of the Facility or if the Facility becomes contaminated in any manner for which Occupant is responsible, Occupant shall indemnify, defend and hold harmless 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, whether arising during or after the Term and 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 work shop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the Space. Use of any utilities on Facility 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, safe and defend such persons from any loss resulting from the violation of this provision.

5. **CONDITION AND ALTERATION OF FACILITY:** Occupant assumes responsibility for having examined the Facility and Space 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 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 alterations or improvements without the prior consent of Owner, or require Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to its 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 and deem Occupant in default hereunder. 6. **LIMITATION OF VALUE:** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$2,000.00 unless Owner has given permission in writing for Occupant to store property exceeding that value. 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 the total value referenced above. 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.

7. **ABANDONMENT:** This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall be deemed to 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 Owner's sole discretion, that the items in the Space have little or no value. Any property left in the Space may be disposed of by Owner. 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 no less than a ten-day advanced written notice of its intentions to terminate the Agreement. Upon termination of this Agreement, Occupant shall remove all personal property from the Space and shall deliver possession of the Space to Owner unless such property is subject to Owner's lien 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 at sufferance and Owner, at its option, may, without further notice or demand, either directly or through legal process, reenter

Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. 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.

9. OCCUPANT'S RISK OF LOSS: OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER OCCUPANT'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 for any loss of or damage to any personal property while 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, Acts of God, the active or passive acts or omissions or negligence of Owner, Owner's agents or employees. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HERE AND THAT WERE OWNER NOT RELEASED FROM LIABILITY, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON. Owner is not the business of providing, does not employ anyone trained and does not promise safety or security of persons or property at the Facility, and Owner had no duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction.

10. 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 Owner, Owner's agents or employees.

11. INDEMNIFICATION OF OWNER: Occupant will indemnify and hold 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 of the Space 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 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 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 actual or suspected violation of this Agreement or condition in the Space or for making repairs or alterations thereto, at its sole discretion, or to comply with this Agreement or law, 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

(A) PURSUANT TO THE SELF SERVICE STORAGE FACILITY ACT IN TENNESSEE CODE ANNOTATED TITLE 66, CHAPTER 31, OWNER OF A SELF-SERVICE STORAGE FACILITY AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS SHALL 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 THIS ARTICLE. THE LIEN ATTACHES WHEN THE PERSONAL PROPERTY IS BROUGHT TO THE SELF-SERVICE STORAGE FACILITY AND CONTINUES SO LONG AS OWNER RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED, OR A SALE IS CONDUCTED, OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN. THE LIEN PROVIDED FOR IN THIS SECTION IS SUPERIOR TO ANY OTHER LIEN OR SECURITY INTEREST, EXCEPT AS OTHERWISE PROVIDED BY LAW. OWNER'S LIEN MAY BE ENFORCED BY SENDING WRITTEN NOTICE TO OCCUPANT, VIA HAND DELIVERY, BY VERIFIED MAIL OR BY ELECTRONIC MAIL TO OCCUPANT'S LAST KNOWN ADDRESS, OF OWNER'S CLAIM SHOWING THE SUM DUE AT THE TIME 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, OCCUPANT MAY PAY THE AMOUNT NECESSARY TO SATISFY OWNER'S LIEN AND THE REASONABLE EXPENSES INCURRED UNDER THE STATUTE AND THEREBY REDEEM THE PERSONAL PROPERTY. (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 VEHICLE VIA PUBLIC AUCTION. OWNER SHALL NOT BE LIABLE FOR THE VEHICLE OR ANY DAMAGES TO THE VEHICLE ONCE OWNER TAKES POSSESSION OF THE PROPERTY. (C) OWNER'S LIABILITY ARISING FROM THE LIEN SALE IS LIMITED TO THE NET PROCEEDS RECEIVED FROM THE SALE OF THE PERSONAL PROPERTY. (D) 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 OCCUPANT'S PROPERTY SOLD OR OTHERWISE DISPOSED; AND (II) OF WHICH 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 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. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under state law and as it may be amended.

15. **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 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.

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

17. **WAIVER/ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part 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.

18. **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.

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

20. **GOVERNING LAW; VENUE:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Tennessee. Venue shall be found in Davidson County, Tennessee.

21. **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.

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. The agents and employees of Owner are not authorized to make warranties about the Space or Facility. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by 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. 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 or Facility. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space or Facility, and that Occupant accepts such Space and Facility AS IS and WITH ALL FAULTS.

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.

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 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.

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 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.

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, 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 Occupant does not give such notice, the change shall become effective and apply to his occupancy.

27. **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. Space shall be immediately locked upon execution of the 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 to place a new lock on the Space to

secure the Unit without creating a bailment.

28. **MILITARY SERVICE:** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT it is Occupant's obligation to notify 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 Owner in writing of this change immediately.

29. **FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any of Occupant's 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.

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 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. Owner recommends that Occupant periodically inspect the Space and the Facility, taking any and all actions necessary to protect Occupant's property.

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 and texting Occupant with marketing and/or other business-related communications.

32. **INSURANCE OBLIGATION:** THE OWNER GENERALLY 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. However, as a benefit of Occupant's Rental Agreement with Owner, Occupant shall be named as an additional insured under a policy of insurance issued in the name of the Owner for up to \$2,000 of coverage on Occupant's stored goods (in the event of a covered loss) as an insurance benefit. Occupant will be provided with an Insurance Endorsement as part of its Agreement and a brochure from the Owner's insurance company that describes coverages and exclusions, provides instructions for how to file a claim, and contact information for the insurance company. This endorsement is only available to those tenants in eligible units and only applies to covered items. Occupant consents to business communication by Owner and Insurer via phone, text, e-mail and fax. The insurance benefit is consideration that the Owner receives for making this insurance benefit available. If Owner has given Occupant written permission to store property that Occupant values at over \$2,000, then Occupant, at Occupant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance (from a third party insurer) for the actual cash value of the stored property that exceeds the \$2,000 value ("Excess Coverage"). Additionally, Occupant reserves the right to "OPT-OUT" of Owner's Insurance but must provide proof of insurance coverage for its stored property ("Primary Coverage"). Occupant's failure to have insurance for its stored property shall constitute a breach of this Agreement. Occupant expressly agrees that any insurance company providing Primary Coverage or Excess Coverage shall not be entitled to subrogate any claim of Occupant against Owner for any loss of or damage to Occupant's stored property.

OCCUPANT OPT OUT:

_____ I have opted not to be added as an additional insured under Owner's insurance policy. Instead, I have provided evidence of insurance from my insurance agent or company for my personal property and contents. I agree to keep the insurance in force during the time of my lease.

INSURANCE COMPANY NAME: _____ POLICY #: _____

Occupant agrees and acknowledges that, if Occupant has elected to OPT-OUT of the additional insured benefit, then failure of Occupant to provide proof of insurance to Owner within 30 days of the date of this Agreement will result in Occupant's automatic enrollment as an additional insured under Owner's policy and financial responsibility of Occupant for payment of the insurance benefit set forth above. The Occupant's enrollment as an additional insured under Owner's policy can be terminated upon the presentation of proof of insurance. Minimum charge for the insurance benefit is one (1) month and will not be pro-rated.

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

City _____ State _____ Zip _____

Company Phone _____

Date _____

Customer First Name _____ Customer Last Name _____

Customer Address _____

Customer City _____ Customer State _____ Customer Zip _____

ADDITIONAL INSURED endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE OPERATORS INSURANCE FOR TENANT CONTENTS PROGRAM

SCHEDULE

Name of Person or Organization: _____

Space: _____

Customer of: _____

Date: _____

Company Address

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

INSURED is amended to include as an insured the Customer of the self storage facility as an insured but only with respect to personal property while in storage within the enclosed storage space described in the Rental Agreement or while in transit to or from the enclosed storage space described in the Rental Agreement, provided the property is within 100 miles of the described storage facility and then only for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported.

COVERAGE is provided at the following limit: Coverage Limit \$2000.00