

**NORTH LANIER BOAT AND RV STORAGE**

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Company Phone** \_\_\_\_\_

**Storage Lease Agreement**

Customer Name \_\_\_\_\_  
 Customer Driver's License # \_\_\_\_\_  
 Customer Home Phone: \_\_\_\_\_  
 Customer Work Phone: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 \_\_\_\_\_  
 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.**

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

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

Yes: \_\_\_ No: \_\_\_ If Yes, Contact information: \_\_\_\_\_  
 Space, Date, Due Date: \_\_\_\_\_  
 Space #: \_\_\_\_\_  
 Rental Agreement Date: \_\_\_/\_\_\_/\_\_\_  
 Rent Due Date: \_\_\_/\_\_\_/\_\_\_  
 Paid to Date: \_\_\_/\_\_\_/\_\_\_

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

\_\_\_\_\_ (hand delivery)  
 \_\_\_\_\_ (verified mail)  
 \_\_\_\_\_ (e-mail)

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

\_\_\_\_\_ (hand delivery)  
 \_\_\_\_\_ (verified mail)  
 \_\_\_\_\_ (e-mail)

**Rent & Fees:**

Monthly Rent: \$ _____	Administration Fee: \$ _____
Late Fee: \$ _____	Sale Fee: \$ Auction Fee: \$ _____
2nd Late Fee: \$ _____	Lock Cut Fee: \$ _____
Returned Check Fee: \$ _____	Other Fees: \$ _____
Invoice Fee: \$ _____	

**DESCRIPTION OF PROPERTY STORED OR TO BE STORED:**

VEHICLE/BOAT TYPE: \_\_\_\_\_  
 YEAR: \_\_\_\_\_  
 MAKE: \_\_\_\_\_  
 MODEL: \_\_\_\_\_  
 LENGTH: \_\_\_\_\_ COLOR: \_\_\_\_\_  
 LICENSE NUMBER: \_\_\_\_\_  
 IDENTIFICATION/SERIAL NUMBER: \_\_\_\_\_

**PROOF OF OWNERSHIP AND REGISTRATION.** Occupant shall deliver to Owner prior to occupying the space copies of all documents available to demonstrate proof of ownership of the motor vehicle or boat (and trailer) such as Occupant's current registration of the motor vehicle or boat (and trailer). Motor vehicles (and trailers) are registered with the State's Department of Motor Vehicles, and boats are

registered with the State's Department of Natural Resources. Owner shall have the right to refuse Occupant's access to the space if the Owner is not satisfied with the documentation of ownership and registration provided by Occupant. Unless the Occupant can provide additional documentation to satisfy the Owner, the Rental Agreement will be deemed to be terminated.

**NOTICE OF LIENS AND SECURITY INTERESTS.** Owner directs Occupant to disclose any lien holders or any parties with secured interests in the property that is or will be stored in the storage Space. (Identify all companies or individuals to whom you owe money on the property stored.) Occupant shall provide to Owner all information of any and all parties holding any security interest or liens on the property stored. Occupant represents that the property stored or to be stored is free of all liens and secured interests except as follows: If none, write none.

Property descriptions with serial number: \_\_\_\_\_  
Lienholder/Secured Creditor: \_\_\_\_\_  
Address/Phone Number: \_\_\_\_\_

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between **North Lanier Boat & RV Storage** (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration herein stated, the Owner agrees to let Occupant use and occupy a space as listed above (hereinafter called "Space") in the self-service storage facility (hereinafter called "Facility"), situated Cumming, Forsyth County, in the State of Georgia. Said Space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

### TERMS AND CONDITIONS

1. **Rent.** The Occupant agrees to pay the Owner, as payment for the use of the Space and improvements thereon, the Monthly Rent listed above. Monthly installments are payable in advance at the Owner's office on or before the monthly "Rent Due Date" listed above, in the amount of the Monthly Rent listed above and a like amount each month hereafter, until the termination of this Agreement. The Owner acknowledges receipt of the sum set forth above showing payment through the "Rent Paid To Date" listed above. If any monthly installment is not paid by the seventh calendar day after the Rent Due Date, or if any check in payment is dishonored by the financial institution on which it is drawn, Occupant shall be deemed to be in default. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's personal property (hereinafter called "Property"). The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the Property. Owner accepts checks, money orders and credit cards. Cash is accepted for walk in payments only during business hours. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX. A payment made on an account advertised for public sale must be made in cash only.

2. **Denial of Access.** If rent is not paid within seven (7) days of the Rent Due Date, Owner may, without notice, deny the Occupant access to the Property located at the Facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not 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 on the premises. 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 premises. 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 Rental Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount listed above. A bill for the monthly rent will not be sent, however, Occupant may elect to pay the additional monthly fee listed above as Invoice Fee to receive a monthly bill. 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 received after ten (10) days from the Rental Due Date, Occupant shall pay to Owner an additional sum as listed above as a Late Fee for each month rent is past due, such amount being considered liquidated damages. Furthermore, if any monthly rent payment is received after twenty (20) days from the Rental Due Date, an additional Late Fee as listed above will be charged. The parties agree that these Late Fees represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. Owner does not waive any rights under the law for non-payment of rent. Said Late Fees are due and payable without demand from Owner. If any check is dishonored for any reason, said Late Fees shall be due and payable in addition to a return check fee listed above as a Returned Check Fee. If Occupant's Property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee listed above as a Sale Fee. If Occupant's lock must be cut, Occupant shall be responsible for Lock Cut Fee listed above. Other fees charged to Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice fees, late fees, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement

4. **Owner's Right to Enter.** In cases where the Owner considers it necessary to move the Vehicle or Boat for violations of this Agreement or requirements of the Facility, the Occupant agrees that the Owner, or the Owner's representative, shall have the right to move the Vehicle or Boat to another area of the Facility.

5. **Use of Space; Compliance with Law.** Occupant agrees only allowed to store one item per slip leased this includes a back to back double slip. The Space named herein shall 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 any other odorous, noxious, corrosive, hazardous or pollutant goods in the Space or elsewhere on the Facility which would cause danger or nuisance to the Space or any other portion of the Facility. The Occupant agrees that the Facility and the Occupant's Property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation,

fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's Property that is stored in the Space or on the Facility. 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. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Facility, or if the Space or the Facility shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the 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. The 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 attorneys' fees arising from the Occupant's lease of the Space on the Facility or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Facility.

6. Condition and Alteration of Space. Occupant assumes responsibility for having examined the Space and Facility and hereby accepts it as being in good order and condition. Occupant understands that all Space sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage Space. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to 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 to entitle Owner to deny Occupant access to the Space. Occupant will secure his/her property as a precaution from moving by blocking his/her wheels on boat, empty trailer, utility trailer, camper (all types), RV or vehicle if necessary. Occupant will not store items outside of property that prevent proper water runoff.

7. Limitation of Value. The Occupant agrees that in no event shall the total value of all Property stored be deemed to exceed \$5,000.00 unless the Owner has given permission in writing for the occupant to store Property exceeding such value. (See Insurance Addendum) The Occupant agrees that the maximum value for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage Space is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's Property regardless of cause.

8. Termination. This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal Property from the Space (unless such Property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its Property from the Space within the time required, the 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. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Occupant has removed the contents of the Space and/or has removed the Occupant's locking device from the Space and is not current in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal Property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

9. No Bailment. 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 OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such Property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal Property stored in the Space or on the Facility resulting from or arising out of the Occupant's use of the Space or the Facility from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, malfunction of utilities, alarm or sprinkler systems, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the 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.

10. Insurance. Occupant shall provide to Owner prior to occupying the space copies of all documents available to demonstrate proof of insurance (commonly a Certificate of Insurance) for the motor vehicle or boat. THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his Property against all perils of whatever nature for the actual cash value of the stored Property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees that its insurer may not subrogate against the Owner in the event of loss or damage of any kind or from any cause.

11. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed the

Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

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

(a) For purposes of Owner's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, trailers, watercraft, household items, and furnishings. "Last known address" means the street address or post office box address provided by Occupant in the latest Rental Agreement or the address provided by Occupant in a subsequent written notice of a change of address by hand delivery, verified mail, or e-mail. (b) Owner's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this Rental Agreement in Georgia, in the name of Occupant, either in the county of Occupant's "last known address" or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom Owner has knowledge through Occupant's disclosure in this Rental Agreement or through other written notice. (c) Occupant attests that the personal property in Occupant's space(s) is free and clear of all liens and secured interests except for those liens and secured interests Occupant described herein above. Owner's lien attaches as of the date the personal property is brought to the self-service storage facility. Except as otherwise specifically provided in this Rental Agreement, the exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in Occupant. Owner does not become a bailee of Occupant's personal property by the enforcement of Owner's lien. (d) If Occupant has been in default continuously for thirty (30) days, Owner may enforce its lien, provided Owner shall comply with the following procedure:

(1) Occupant shall be notified of Owner's intent to enforce Owner's lien by written notice delivered in person, by verified mail or by e-mail. Owner also shall notify other parties with superior liens or security interests as defined in this Rental Agreement. A notice given pursuant to this Rental Agreement shall be presumed sent when it is deposited with the United States Postal Service or the statutory overnight delivery service properly addressed with postage or delivery fees prepaid or sent by e-mail. If Owner sends notice of a pending sale of property to Occupant's last known e-mail address and does not receive a nonautomated response or a receipt of delivery to the e-mail address, Owner shall send notice of the sale to Occupant by verified mail to Occupant's last known address or to the last known address of the designated agent of the Occupant before proceeding with the sale. (a) Owner's notice to Occupant shall include an itemized statement of Owner's claim showing the sum due at the time of the notice and the date when the sum became due. (b) Owner's notice shall notify Occupant of denial of access to the personal property and provide the name, street address, e-mail address, and telephone number of Owner or its designated agent, whom Occupant may contact to respond to this notice. (c) Owner's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. (d) It shall state that, unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at a public sale to the highest bidder, at a specified time and place.

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

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

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

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

(6) In the event of a sale, Owner may satisfy his or her lien from the proceeds of the sale. Owner shall hold the balance of the proceeds, if any, for Occupant or any notified secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 44, the "Disposition of Unclaimed Property Act" and as it may be amended. In no event shall Owner's liability exceed the proceeds of the sale. If the Rental Agreement contains a limit on the value of property stored in Occupant's storage space, the limit shall be deemed to be the maximum value of the property stored in that space. If the property upon which the lien is claimed is a motor vehicle, trailer, or watercraft and rent and other charges related to the property remain unpaid or unsatisfied for 60 days following the maturity of the obligation to pay rent, Owner may have the property towed in lieu of foreclosing on the lien. If a motor vehicle, trailer, or watercraft is towed as authorized in this section, Owner shall not be liable for the motor vehicle, trailer, or watercraft or any damages to the motor vehicle, trailer, or watercraft once the tower takes possession of the property.

13. Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

14. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any Property remains unsold after foreclosure and sale, the Owner may dispose of said Property in any manner considered appropriate by the Owner.

15. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

16. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

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

18. Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

19. Governing Law. This Agreement and any actions between the parties shall be governed by the laws of the State of Georgia.

20. Waiver of Jury Trial. The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupant's use or occupancy of the Space and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

21. 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 (except for written addendums agreed to between the parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Facility, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to occupant by owner or owner's agents. There shall be no liability to Owner, 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.

22. Rules. The Occupant agrees to be bound by any Rules and Regulations for the Facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

23. Notices from Owner. All notices required by this Agreement 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.

24. Notices from Occupant. Occupant represents and warrants that the information Occupant has supplied in the 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. Occupant understands Occupant must personally deliver such notice to Owner or mail the notice by verified mail, with postage prepaid to Owner's address shown above. Address changes may also be sent via e-mail to password protected Owner website or by e-mail to owner if e-mail is acknowledged as received by Owner.

25. 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.

26. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

27. Military Service. If you or your Spouse is on active military duty status you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.

28. Financial Information. Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

29. Permission to Communicate. Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant (including automated calls and texts) with marketing and/or other business related communications.

30. Unauthorized Vehicles/Boats. Only one vehicle may be stored in each marked Space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. The above described vehicle or boat is the only vehicle permitted to be parked in the assigned space. Occupant agrees that any unauthorized vehicles can be removed by Owner at Occupant's expense and that Owner shall not be liable to Occupant for removal of unauthorized vehicles.

31. Towing. In the event that any motor vehicle remains stored in the self-storage space after termination of the rental agreement or upon Occupant's default for 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage.

32. Locks. If Occupant puts lock(s) on his/her trailer he/she will supply Owner with a spare key(s). Otherwise, Occupant will either come to property within 24 hours after Owner requested OR Owner has permission to cut the lock. (Lock will not be replaced by Owner).

33. Electricity. Electrical receptacles are provided for temporary charging batteries only. Additional charges apply if you want to keep your BOAT or RV continually plugged in it will be an additional \$20 RV and \$10 Boat. Electricity is not provided for continuous trickle charging, heaters, refrigerators, lights, etc. Owner will do random checks. Anyone caught plugged in when they checked no electricity will be charged a \$30.00 fee each time unless they choose to add electricity to their contract.

Do not sign this Agreement until you have read it and fully understand it. This Agreement releases the Owner's for loss of or damage to your stored Property. If you have any questions concerning its legal effect, consult your legal advisor.

Owner: \_\_\_\_\_ / /

By: \_\_\_\_\_

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

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