

## STORAGE SPACE RENTAL 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.

**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:

First Late Fee:

Second Late Fee

Third Late Fee:

NSF Fee:

Auction Fee:

Clean-Up Fee:

Mailed Invoice Fee

Lock Cut Fee

Transaction Date:

Room Number :

Room Description :

Monthly Due Day :

Monthly Rental :

Gate Access Code:

Move In Date:

**IF YOU DO NOT PAY YOUR RENT FOR THIRTY DAYS YOU MAY LOSE YOUR PROPERTY. THE OWNER HAS THE RIGHT TO SELL YOUR PROPERTY STORED IN THIS FACILITY TO COLLECT THE UNPAID RENT.**

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self service storage facility identified above as agent for Owner, (hereinafter called

"Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above in the self-service storage facility, situated in the city and county listed above in the state of Texas, 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 Rental 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 described above. The Occupant agrees to pay the Owner for the use of the space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the rental due date and a like amount for each month thereafter, until the termination of this agreement. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. If any monthly installment is not paid 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 the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. 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. Customers account must be in good standing to receive any promotions or discounts. Cash can only be accepted during office hours. Do not deposit cash in the afterhours drop box/slot. Owner is not liable for any cash placed in the drop box/slot. Occupant is encouraged to obtain a rent receipt for cash payments.

**2. DENIAL OF ACCESS:** If rent is not paid within \_\_\_\_\_ days of the monthly due date, Owner may without notice deny the Occupant access to the property located in the self storage facility. 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 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 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. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after \_\_\_\_\_ DAYS from the rental due date, Occupant shall pay to Owner a FIRST LATE FEE for each month rent is past due. Furthermore, if any monthly rent payment is received after \_\_\_\_\_ DAYS from the rental due date, a SECOND LATE FEE 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 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 RETURNED PAYMENT 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 named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, tires, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the space or facility. 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 that the property will not be used for any purposes unlawful or contrary to any 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, and will keep the space in good condition during the term of the Agreement. The occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the premises or if the premises 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 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 premises 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 PREMISES:** Occupant assumes responsibility for having examined the premises and hereby accepts it AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant understands that all unit sizes are approximate and enters into this Rental 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 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 entitles Owner to deny Occupant access to the Space.

**6. LIMITATION OF VALUE:** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$2000.00 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 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 unit have little or no value. Any property left in the Space may be disposed of by the 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 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 Rental 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 the Occupant's unit 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:** 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 for any loss of or damage to any personal property while at the rented premises 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 the 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 does not promise safety or security of persons or property on the premises, 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 storage space or premises 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.

**11. 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 of the space on the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner. Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of

such circumstances.

**12. OWNER'S RIGHT TO ENTER:** In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, 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** :In case of default, at Owner's option, and without prejudice to any other remedies, Owner may: a. Terminate the Agreement, or b. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS ATTACHED UNDER TEXAS SELF SERVICE STORAGE FACILITY ACT. OCCUPANT ACKNOWLEDGES AND AGREES THAT OCCUPANT'S PERSONAL PROPERTY STORED ON OR ABOUT THE PREMISES WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OWNER FROM THE DATE RENT IS DUE AND UNPAID, FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY. OCCUPANT'S PERSONAL PROPERTY IN, ON OR ABOUT THE PREMISES MAY BE SOLD TO SATISFY SUCH LIEN IF OCCUPANT IS IN DEFAULT UNDER THIS AGREEMENT. Under Chapter 59 of the Texas Property Code Owner has a statutory lien and Occupant hereby grants to Owner a contractual lien on all property in Occupant's storage space for unpaid rent and other charges. Owner may enforce the contractual lien by seizure and sale of all contents in Occupant's storage space by non-judicial foreclosure as provided for under Chapter 59 of the Texas Property Code. Seizure of Occupant's property occurs when Owner denies Occupant access to the self storage facility or places a lock on Occupant's storage space. Prior to the sale Owner will send notice to Occupant of Owner's claim and post or publish notice of sale as required by Chapter 59 of the Texas Property Code. If any property remains unsold after Owner has complied with all the requirements of the laws of this state as summarized, Owner may then otherwise dispose of said property in any manner considered appropriate by the Owner, including, but not limited to, destroying the said personal property. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, OCCUPANT HEREBY GIVES OWNER A CONTRACTUAL OWNER'S LIEN UPON ALL PROPERTY. NOW OR AT ANY TIME HEREAFTER, STORED IN OR ON THE SPACE OR AT THE FACILITY IN ORDER TO SECURE THE TIMELY PERFORMANCE OF THIS AGREEMENT BY OCCUPANT AND SECURE THE PAYMENT OF ALL RENTS, CHARGES, AND COSTS INCIDENT TO OCCUPANT'S DEFAULT. FURTHERMORE, OWNER HAS A LIEN ON ALL PROPERTY IN A SELF-STORAGE FACILITY FOR THE PAYMENT OF RENTS, LABOR OR OTHER CHARGES THAT ARE DUE AND UNPAID BY THE OCCUPANT.

**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 rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant

shall be liable for all 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 Rental 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:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Texas.

**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 Rental Agreement, Occupant's use or occupancy of the storage 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, 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. 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 leased 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 leased space, premises, 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 the Occupant in this Rental 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 Rental 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, 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 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 the Owner in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.

**29. 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 property, taking any and all actions necessary to protect Occupant's property.

**31. PERMISSION TO COMMUNICATE:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing,

texting and using social media to communicate with Occupant (including automated calls and texts) with marketing and/or other business-related communications, including collection notices. Occupant may opt out SMS/text messages from Owner at any time by replying "Stop" to any message sent by Owner.

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

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

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

INSURANCE COMPANY NAME: \_\_\_\_\_ POLICY #: \_\_\_\_\_

\_\_\_\_\_ I agree to enroll in the insurance program offered by the Owner (Tenant Insurance).

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

**If Occupant does not provide Owner with a proof of insurance upon entering into this Agreement, or otherwise purchase the insurance program offered by the Owner, Occupant shall be automatically enrolled in the insurance program offered by the Owner and Occupant's monthly rate will be adjusted accordingly. Occupant can cancel the insurance program offered by the Owner at any time if Occupant provides proof of personally assumed all risk and loss to property in storage space.**

**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)

## Tenant Insurance Program

ENROLLMENT FOR ACCEPTANCE OF INSURANCE UNDER MASTER POLICY NUMBER: RS000003

Facility Operator:

Facility Name:

Applicant Name:

Unit #:

Facility License:

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

Select a Limit:

\$2000

Monthly Fee:

\$10

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 Cornerstone Insurance Producers. 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 building is available to all Tenant/Occupants who have entered into a Rental Agreement with the Owner for enclosed storage space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other location. Some property that may be stored in an enclosed 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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SB 00 02 06 15

## CERTIFICATE OF STORAGE INSURANCE

Harco National Insurance Company

TENANT INSURANCE UNDER MASTER POLICY NUMBER:

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

**Name of Person or Organization:**

**Date:**

**Customer of:**

**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 Cowner.

**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.

**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:** We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed 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
- b) Windstorm or Hail
- c) Cyclone, Tornado or Hurricane
- d) Explosion or Sonic Boom
- e) Strikes, Riot or Civil Commotion
- f) Aircraft, Self-propelled Missiles or Spacecraft
- g) Vehicles
- h) Smoke
- i) Landslide, including sinkhole collapse
- j) Vandalism or Malicious Mischief
- k) Falling objects, provided the exterior of the building containing the property is first damaged by falling objects by such falling objects
- l) Weight of Ice, Snow or Sleet
- m) Collapse of Buildings containing the property insured, other than by earthquake
- n) Water Damage except as excluded under Paragraphs (b) and (c) Exclusion
- o) Earthquake

**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.

**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 and explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, moths, insects, rodents, vermin, mold, mildew, wet or dry rot, 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 of 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 the 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.

**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: Cornerstone Insurance Producers - TI

Phone # 800-792-0345

425 N. Prince St., Suite 101

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 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.