

**STORAGE SPACE RENTAL AGREEMENT**

Occupant Name :  
Occupant Driver's License # :  
Occupant Home Phone :  
Occupant Work Phone :  
Occupant Address :

Cell:  
E-mail:

**E-mail: If Occupant has provided an Email Address above, Occupant consents to receiving all notices from Owner, including notices required by law, by e-mail, unless another method of delivery is required by state law. Please note that Occupant must provide written notice to Owner of any change in the Information provided above in accordance with the terms of this Rental Agreement. Occupant's Initials: \_\_\_\_\_**

**Are you or your spouse in the Military/Reserves?  
Yes: \_\_\_ No: \_\_\_ If Yes, provide Branch and Commanding Officer Contact information: \_\_\_\_\_**

**ALTERNATE CONTACT: Occupant has the option of designating an alternate contact to receive notices required by state law.**

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 : \_\_\_\_\_

**SPACE, RENT, FEES & CHARGES :**

Agreement Date:	Move In Date:
Room Number:	Room Description:
New Account Administration Fee: \$	Gate Access Code:
Monthly Rent: \$	Monthly Due Date ("Due Date"):

First Late Fee:

Second Late Fee:

Third Late Fee:

Returned Payment Fee:

Auction Fee:

Clean-Up Fee:

Mailed Invoice Fee:

Lock Cut Fee:

**NOTICE OF LIEN: THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE VIRGINIA SELF-SERVICE STORAGE ACT. PURSUANT TO THE VIRGINIA SELF-SERVICE STORAGE ACT (VA. CODE ANN. § 55.1–2900 THROUGH § 55.1–2906), YOUR STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT, LABOR, OR OTHER CHARGES. THE PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.**

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self-service storage facility identified above as agent for Owner, (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above (hereinafter called the "Space") in the self-service storage facility listed above (hereinafter called "Facility"). Said Space is to be occupied and used for the purposes specified herein and subject to the following terms and conditions:

**1. TERM:** The term of this Agreement shall commence on the date the Agreement is executed and shall continue on a month-to-month basis thereafter. The minimum term is one month. There will be no refund of rent even if Occupant does not put property in the Space. Owner is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.

**2. RENT:** The Occupant agrees to pay the Owner for the use of the Space and improvement thereon, the monthly sum listed above as the Monthly Rent. Monthly installments are payable in advance and without demand on or before the monthly Due Date stated above and a like amount for each month thereafter, until the termination of this Agreement. The rent shall be paid to Owner or Owner's agent at the address above or such other place the Owner may designate in writing. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. 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. Owner reserves the right to require that the rent and other charges be paid by cash, certified check, debit card, credit card, or money order. Owner may change the rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month that the rent is due. If Occupant has made advance payments, the new rental rate will be effective on the first day of the first month following the exhaustion of all of Occupant's advance payments. Failure to pay rent and other fees charged to Occupant's account will subject the Occupant's property to lien sale proceedings pursuant to applicable state law. OCCUPANT AGREES AND UNDERSTANDS THAT ANY PAYMENTS MADE WILL BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE. NO INVOICES will be provided by Owner.

**3. PARTIAL PAYMENTS.** 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.** Occupant's account must be in good standing to receive any promotions or discounts.

**4. DEFAULT.** If any monthly installment is not paid by the monthly due date, or if any check in payment is dishonored, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Agreement or Occupant's breach of the peace.

**5. 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 Facility. Access will be denied to any party other than the Occupant unless said party retains gate code and key to lock on Space or has supplied Owner with written authorization from the Occupant 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, inspecting vehicles that enter the premises, and controlling Occupant's access to and on the Facility due to Occupant's conduct. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces and any stored property. No bailment or higher level of liability is created if Owner takes any action, including, but not limited to, over-locking the Occupant's lock, to deny the Occupant access to the Space. Owner will not be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from, the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility.

**6. FEES:** Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable NEW ACCOUNT ADMINISTRATION FEE in the amount as set forth above. A bill for the monthly rent will not be sent unless requested. However, Occupant may elect to pay the MONTHLY INVOICE FEE set forth above to receive an invoice each month. 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 \_\_\_\_\_ DAYS from the monthly Due Date, Occupant shall pay to Owner the FIRST LATE FEE set forth above for each month rent is past due. Furthermore, if any monthly rent payment is received after \_\_\_\_\_ DAYS from the monthly Due Date, a SECOND LATE FEE in the amount set forth above will be assessed for each month rent is past due. Late fees are assessed at the full and sole discretion of the Owner. Said late charges are due and payable without demand from Owner. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. If any payment from Occupant is dishonored for any reason, Occupant shall pay to Owner the RETURNED PAYMENT FEE stated above, along with the aforementioned Late Fee(s). If Occupant's property is processed for sale at public auction, Occupant agrees to pay to Owner the AUCTION FEE stated above. If Occupant's lock must be cut, Occupant shall be responsible for paying the LOCK CUT FEE identified above to Owner.

**7. USE AND COMPLIANCE WITH LAW:** 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 that the Space will not be used for any purposes unlawful 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 not to store any explosives, tires, or any flammable, odorous, noxious, corrosive, hazardous, toxic or pollutant materials in the Space and Occupant shall not engage in any activity which produces such materials. Occupant shall not store any property or 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 not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special, sentimental, or emotional value to the Occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property.** There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of this Agreement. If hazardous substances are stored, used, generated or disposed of on or in the Space

or if the Space becomes contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify, defend, 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 Agreement term and arising as a result of that contamination by Occupant. Occupant agrees not to conduct any business out of Space, and further agrees that the Space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the Space. Use of any utilities in the Space or at the Facility is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility charge set forth by Owner. Occupant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other occupants. Any access to the Facility outside of access hours is considered trespassing. The storage of food or any perishable goods as well as any cooking or heating in the Space is strictly prohibited. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. Violation of this paragraph shall be grounds for immediate termination of this Agreement and shall cancel Occupant's right of occupancy. Occupant agrees to hold Owner, other occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision.

**8. CONDITION AND ALTERATION OF PREMISES:** Occupant assumes responsibility for having examined the Space and the Facility and hereby accepts them AS IS, being in good order and condition. Occupant understands that all space sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Occupant shall make no alterations or improvements to the Space and/or the Facility without prior written consent of Owner. Should Occupant damage or depreciate the Space and/or the Facility, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space and/or the Facility upon termination, then all costs necessary to restore the Space and/or the Facility to its prior condition shall be borne by Occupant. Occupant further agrees to pay Owner promptly for any repairs to the Space and/or the Facility resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. 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. Occupant agrees that should it cause any damage to the rented Space or the Facility that it will pay the invoice provided by the Owner for the costs to repair said damage within five (5) days of receipt.

**9. LIMITATION OF VALUE: Because the value of personal property may be difficult or impossible to ascertain, Occupant agrees that in no event shall the total aggregate value of all property stored exceed \$2000 unless Owner has given permission in writing for Occupant to store property exceeding that value. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$2,000 and may be worth substantially less than \$2,000. 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 \$2,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth herein.**

**10. ABANDONMENT:** This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has removed the contents of the Space and/or has removed the locking device from the Space and IS NOT current in all obligations hereunder or when Owner concludes based upon other reasonable considerations, including, but not limited to, an unlocked Space, that Occupant has abandoned Occupant's property and the Space. Any personal property of Occupant which shall remain in or on the Space or at the Facility after the expiration or termination of the Agreement (other than termination of the Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner, and, if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's personal property in order to satisfy Owner's lien. Occupant shall be liable for paying all costs

incurred by Owner in disposing of such property. Rent paid for the month in which Occupant moves out early shall not be refunded. THERE ARE NO RENT REFUNDS.

**11. TERMINATION:** This Agreement shall automatically renew at the end of each monthly term on a month-to-month basis unless Occupant or Owner delivers to the other party a ten (10) day advance written notice of its intentions to terminate the Agreement. Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Owner does not prorate partial month's rent. 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 the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property. No refunds are allowed for partial-month occupancies. Occupant shall be charged the CLEAN UP FEE identified above if Owner is required to remove any debris from either inside or outside the rented Space after Occupant vacates the Space. Occupant must leave Space empty, in good condition, broom clean, and unlocked. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month.

**12. 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 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 at the Facility arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, flood, 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 at the Facility, and Owner has no duty of safety or security of same under any circumstances. Video cameras are not monitored and may be non-operational. Access control devices may be unmonitored and may occasionally malfunction.

**13. 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 the 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.

**14. INDEMNIFICATION OF OWNER:** Occupant will indemnify, defend, and hold the Owner harmless from and against any and all manner of claims and lawsuits (including all costs and attorneys' fees) hereinafter brought arising from Occupant's use of the Space or 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 and all costs, expenses, and/or 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.

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

**16. 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 THE VIRGINIA SELF-SERVICE STORAGE ACT. THE OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE PURSUANT TO THE VIRGINIA SELF-SERVICE STORAGE ACT. PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. OWNER HAS THE RIGHT TO CONDUCT AUCTION SALES EITHER IN STORE OR ONLINE AND OCCUPANT AGREES TO ANY SUCH TYPE OF SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE. THE OWNER SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF ANY PERSONAL PROPERTY WHICH IS NOT OCCUPANT'S PROPERTY OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS WRITTEN NOTICE HAS BEEN GIVEN TO THE OWNER BY OCCUPANT THAT THE PROPERTY PLACED IN THE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE OF AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A VEHICLE AND THE OCCUPANT IS IN DEFAULT, THE OWNER MAY HAVE THE PROPERTY TOWED FROM THE FACILITY. IF A VEHICLE IS TOWED AS AUTHORIZED UNDER VIRGINIA LAW, THE OWNER SHALL NOT BE LIABLE FOR THE VEHICLE OR ANY DAMAGE TO THE VEHICLE ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A WATERCRAFT AND THE OCCUPANT HAS BEEN IN DEFAULT FOR MORE THAN SIXTY (60) DAYS, THE OWNER MAY HAVE THE WATERCRAFT TOWED FROM THE FACILITY. IF A WATERCRAFT IS TOWED, THE OWNER SHALL BE IMMUNE FROM CIVIL LIABILITY FOR ANY DAMAGE TO SUCH WATERCRAFT THAT OCCURS AFTER THE TOWER TAKES POSSESSION OF THE WATERCRAFT. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property. Any payments made to satisfy the lien must be for the full amount owed to Owner and may only be in the form of cash or money order.**

**17. 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 Occupant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, and expenses, including

those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.

**18. ASSIGNMENT AND SUBLETTING:** Occupant shall not assign this Agreement or sublet the whole or any portion of the Space rented hereunder without the written permission of the Owner.

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

**20. ATTORNEY'S FEES:** In the event Owner obtains services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any Covenant or conditions of this Agreement, or in defense of any demand, claim, or action brought by Occupant, Occupant agrees to pay to Owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

**21. SUCCESSION:** This Agreement and all of its provisions are binding upon the parties and their heirs, successors, personal representatives, and assigns.

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

**23. WAIVER OF JURY TRIAL OR NON-JURY TRIAL:** The Occupant and Owner agree that, by entering into this Agreement, both Occupant and Owner consent to arbitration as provided for by this Agreement and expressly waive any right to a jury or non-jury trial, and waive the right to seek, defend, or otherwise litigate any claim or counterclaim involving legal or monetary damages in any state or federal court; provided, however, that Occupant may assert a claim not to exceed \$5,000.00 in small claims court as provided herein and that such right to file a claim in small claims court not exceeding \$5,000.00 shall be the sole and limited exception to Occupant's waiver of all of Occupant's rights to a jury or non-jury trial..

**24. LIMITED WARRANTY:** This Agreement contains the entire agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Occupant understands and agrees that this Agreement may be modified only in writing. No expressed or implied warranties, guarantees, or representations are given by Owner, Owner's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Facility, the Space, and/or the property in the Space. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of Owner are not authorized to make warranties about the Space, premises, and Facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. Occupant acknowledges that neither Owner nor Owner's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Owner nor Owner's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Occupant or any other party. There shall be no liability to the Owner, the Owner's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this

transaction and shall not apply to the 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.

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

**26. NOTICES FROM OWNER:** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant provides its e-mail address, Occupant consents to the delivery of all notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail.**

**27. NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate, and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space, and any removal or addition of property to or from the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner. Occupant's failure to notify Owner of any change in physical or e-mail address or telephone number or alternate name, address and telephone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

**28. CHANGES:** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days' prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days' prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the Occupant's occupancy, whether or not Occupant has agreed to the change in writing.

**29. OCCUPANT'S LOCK:** Occupant shall provide, at Occupant's own expense, a lock for the Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Space. Owner does not represent the adequacy of any particular lock. The Space shall be immediately locked upon execution of this Agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf and a separate addendum to this Agreement is executed to that effect. If lock is not placed on the Space or the Space is found without a lock, Owner has the right, but not the obligation, to re-secure the Space, with or without notice to the Occupant, without creating a bailment; provided, however, that in such event Owner shall not have any liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

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



**bailment or higher level of liability is created by the Owner's ability, or use of ability, to overlock and/or unlock the lock on the Space and the Owner does not take care, custody, or control of the Occupant's property due to the Owner's ability, or use of ability, to overlock and/or unlock the Occupant's lock.**

**30. MILITARY SERVICE:** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT, it is Occupant's obligation to notify the Owner in writing that Occupant or Occupant's spouse are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant shall notify the Owner of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Owner's lien.

**31. PERSONAL AND FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card and bank account information) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.

**32. CLIMATE CONTROL (As Applicable):** The climate-controlled spaces are heated or cooled depending on outside temperature. **The climate-controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause whatsoever, including the passive acts, omissions, or 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. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Occupant shall store their property within the Space solely at their own risk.

**33. MOLD/MILDEW:** Mold and mildew are naturally occurring substances and it is possible to appear or grow on Occupant's stored property. Owner does not represent that the Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property in any Space. Owner does not warrant the Space to be water-tight or dry. **Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property in the Space. Occupant hereby releases Owner from any liability for mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs.** Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Occupant's stored property from mold and/or mildew.

**34. PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant hereby provides its express written consent to Owner (and Owner's agents, employees, representatives, affiliates and those acting on its behalf) phoning, SMS messaging/texting, faxing, and using social media to communicate with Occupant with marketing, informational, account-related, and/or other business-related communications from and on behalf of Owner, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of

the Owner using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Owner. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Owner at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Owner. Calls and SMS/text messages from and on behalf of Owner to Occupant may provide alerts regarding offers and promotions from the Owner, the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, information about the Space and/or the Facility, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Owner and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging by emailing \_\_\_\_\_@\_\_\_\_\_.com or reply STOP to any SMS/text message received. Occupant certifies and warrants that the phone number(s) provided in this Agreement are that of the Occupant. OCCUPANT INITIALS \_\_\_\_\_.

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

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

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

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

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

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

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

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

**42. LIBEL AND SLANDER:** Occupant agrees not to use social media to disparage the Owner. If any written or verbal statements are made that disparage Owner that are untrue, Owner reserves its rights to pursue civil claims for any damages suffered by Owner arising from Occupant's actions.

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

**44. 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 Owner 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 Owner's facility, and that the Owner may be paid commission or other valuable consideration for their role in the insurance transaction. The Owner 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



facility.

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

**EXCLUSIONS:** We do not insure:

- a) Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol or explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, 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.
- l) Any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by or resulting from a Communicable Disease or the fear or threat of a Communicable Disease regardless of any other cause, event or other sequence of events. Communicable Disease means any disease which can be transmitted directly or indirectly from one organism to another organism, where the disease is caused by a substance or agent which is a virus, bacterium, parasite or other organism or any variation, whether deemed living or not.

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

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

On the date your Rental Agreement is terminated;

On the first day the Insured fails to pay the premium in full for this insurance by the Insured's monthly



anniversary day, or

As provided in the Cancellation clause shown below.

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

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

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

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

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

How when and where the loss occurred;

The property involved and your interest in it; and

The names and addresses of any witnesses.

IF YOU HAVE A LOSS: Write or telephone:

Cornerstone Insurance Producers - TI

425 N. Prince St., Suite 101

Lancaster, PA 17603

Phone # 800-792-0345

**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.