

Phone Number: _

E-Mail: _

INSURANCE/ PROTECTION AGREEMENT ELECTION: I understand, acknowledge, and agree that I am required to insure all my personal property stored at my leased space. **I am required to either provide proof of insurance (described below), or I shall be automatically enrolled in the LockBox Storage Protection Agreement.** I understand that I will be automatically enrolled at the time of the Rental Date if I haven't provided proof of insurance. I further understand that I may be automatically enrolled in the Lockbox Storage Protection Agreement if, at any time the certificate of insurance or policy I have provide to the Owner expire, and I will be responsible for the monthly LockBox Storage Protection Agreement cost of: \$10. I also understand that the LockBox Storage Protection Agreement is not an insurance policy, and that the Owner is not an insurance company.

If you Do Not enroll in the LockBox Storage Protection Agreement, you MUST provide Proof of Insurance at the time of the lease signing and keep the insurance in force during the duration of the lease, failure to provide Owner with an insurance certificate prior to the Rental Date OR prior to the expiration of the previously provided insurance certificate, allows the Owner to automatically enroll the Occupant in the Lockbox Storage Protection Agreement.

INSURANCE COMPANY NAME: _

POLICY NUMBER: _

EXPIRATION DATE: _

The Rental Agreement ("Agreement") is executed at the place and on the date set forth below, between (hereinafter "Owner") and " " (hereinafter "Occupant") as evidenced by their signatures below and is made subject to the terms and conditions set forth below in this Rental Agreement, which terms and conditions are incorporated herein and made a part hereof for all purposes. In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Occupant, Owner does hereby lease to Occupant and Occupant hereby leases from Owner Space (hereinafter "the Space") or if referring to the entire property, (hereinafter "the Facility").

- 1. TERM:** This Agreement is a month-to-month rental agreement which shall commence on the date of execution and shall terminate on the last day of the current month, and each and every month thereafter, unless ten (10) days prior written notice is given by either party, subject to all terms and conditions hereafter stated. Rent will not be prorated for mid-month vacates. If Occupant elects to hold over or for any reason fails to remove his/her property from the Space after the term of this Agreement, then this Agreement shall be automatically renewed, on a month-to-month basis. In the event this Agreement is extended or renewed, it is expressly agreed that the covenants and terms of this Agreement shall remain in full force and effect. Use of this Space is for drop off and pick up only, no loitering or residential use. Anyone caught in violation of this provision will be subject to lease termination.
- 2. RENT:** The Occupant agrees to pay Owner for the use of the Space, the monthly sum of \$ (defined as the "Total Monthly Payment".) Rent shall be payable as follows: Rent is due and payable on the FIRST DAY of each calendar month, in advance and without demand ("Due Date"). If applicable, the additional monthly payment for the LockBox Storage Protection Agreement shall be included in the Total Monthly Payment.
- 3. LATE FEES AND OTHER CHARGES:** Concurrently with the execution of this Agreement, Occupant shall pay to Owner \$ as a nonrefundable administration fee. If rental is not paid by the fifth (5th) day past the due date, Occupant agrees to pay a LATE CHARGE of \$. If rental is not paid by the tenth (10th) day past the due date, the Occupant agrees to pay a SECOND LATE CHARGE of \$. Occupant agrees to pay a \$ charge for each NSF or RETURNED CHECK. The late charges and returned check charges shall be deemed as and for rent. If rent is not paid by the forty-fifth day after the due date, Occupant may be charged a Cut Lock Fee \$20, an Inventory Fee \$40 and/ or an Auction Fee . **These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner. ALL PAYMENTS TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID IN CASH, CASHIER'S CHECK, OR MONEY ORDER. MONTHLY STATEMENTS OR**



BILLS ARE NOT REQUIRED TO BE ISSUED. In the event of a seizure under this Agreement, 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 or termination of this Agreement, whichever occurs first in time. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this Agreement, expenses incurred for the sale and/or disposition of the property, advertising costs, attorneys' fees, court costs, and any costs of repair and damages to the Space or Facility as provided for below. In the event of a sale or other disposition, it is agreed that the date of any such sale or other disposition shall constitute the date of termination of this Agreement. All other fees and charges (default notices, lock cutting, legal publications, inventory charge, overtime, cleaning, gate, transfer, and auctioneer) are set forth above.

- 4. **PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. **Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.**
- 5. **USE AND OCCUPANCY:** Occupant agrees to use the Space only for the storage of property wholly owned by Occupant. Property is stored under the supervision and control of the Occupant. Owner exercises neither care, custody nor control over the stored property.
- 6. **LIMITATION OF VALUE:** Occupant agrees not to store property with value exceeding \$2,500.00 unless Occupant has obtained the written permission of Owner and Occupant has provided proof of insurance to Owner to cover the value of such stored property. If such written permission is not obtained the value of Occupant's property shall be deemed not to exceed \$2,500.00. **THE OCCUPANT AGREES THE MAXIMUM VALUE FOR ANY CLAIM OR SUIT BY THE OCCUPANT INCLUDING, BUT NOT LIMITED TO, ANY SUIT WHICH ALLEGES WRONGFUL OR IMPROPER FORECLOSURE OR SALE OF THE CONTENTS OF A STORAGE SACE IS \$2,500.00.** Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor alter the release of Owner's liabilities set forth in this Agreement.
- 7. **USES STRICTLY PROHIBITED:** Occupant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state or federal law or regulation, or court decision, and from engaging on-site in any activity which produces such materials. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, any form of friable or non-friable asbestos containing materials, explosives, paint, varnish, thinner, gasoline, petroleum products (including fractions of crude oil) and/or other highly flammable materials. The rented premises and Space shall not be used for operations of any business or for human or animal occupancy.

IT IS UNLAWFUL TO USE THE SPACE OR ANY AREA OF THE FACILTY AS A RESIDENCE. ANIMALS ARE PROHIBITED FROM THE SPACE AND FACILITY.

Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of Space. Occupant's obligations of indemnity as set forth in this Agreement specifically include any cost, expenses, attorneys' fees, fines or penalties imposed against the Owner, arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant agrees not to store collectibles, heirlooms, jewelry, money, bullion, works of art, food, firearms, irreplaceable or invaluable property (such as books, financial records, writings, computer data), or any property having special or sentimental value to Occupant. Occupant agrees not to store records or receipts for the property stored in the Space. Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or in the Facility.

- 8. **PAST DUE RENT/LOCK OUT:** If any part of the rent or other charges due from the Occupant are in default, the Owner shall provide written notice of the default to the Occupant by verified mail or e-mail at least forty-five (45) days before a sale of the personal property located within the Space or Facility. The Owner shall have the right to deny the Occupant access to the Space and or the Facility. All charges of whatever nature due under this Agreement shall constitute rent. The Owner shall have the right to place a lock on Occupant's door after the fifth (5th) day of the rental period if the rent has not been received. The overlock placed by the Owner shall serve as notification that rent is due and not paid according to the Owner's records. The overlock shall be removed only during the office hours of the Facility. If Owner has not received Occupants rent by day 6th of the month, gate access will be denied.
- 9. **DENIAL OF ACCESS:** Access will be denied to any party other than the Occupant who does not retain



the gate code and key to the lock on Space, or who fails to supply to Owner written authorization from the Occupant to enter the Space. Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order in the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and requiring Occupant to sign in and sign out on entering and leaving 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 Manager or Owner to deny access to Occupant to all rented Spaces.

10. **INSURANCE AND PROTECTION AGREEMENT: THE OWNER DOES NOT PROVIDE INSURANCE ON OCCUPANT'S STORED PERSONAL PROPERTY. OCCUPANT, AT OCCUPANT'S EXPENSE, MUST MAINTAIN A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE AND/OR CUSTOMER STORAGE PROTECTION AGREEMENT WITH BURGLARY, VANDALISM AND MALICIOUS MISCHIEF ENDORSEMENT FOR AT LEAST 100% OF FULL REPLACEMENT OF SUCH PROPERTY. INSURANCE OR A CUSTOMER STORAGE PROTECTION AGREEMENT ON OCCUPANT'S PROPERTY IS A MATERIAL CONDITION OF THIS AGREEMENT AND IS FOR THE BENEFIT OF THE OCCUPANT AND OWNER. OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER, OWNER'S AGENTS, EMPLOYEES OR AFFILIATES FOR LOSS OF OR DAMAGES TO STORED PROPERTY. FAILURE TO CARRY THE REQUIRED INSURANCE OR CUSTOMER STORAGE PROTECTION AGREEMENT IS A BREACH OF THIS AGREEMENT AND OCCUPANT ASSUMES THE RISK OF LOSS TO STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE.**
11. **OWNER'S LIEN: THE NEBRASKA SELF STORAGE FACILITIES ACT ("ACT"), GRANTS OWNER A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY. IF OCCUPANT IS IN DEFAULT UNDER THIS AGREEMENT FOR A PERIOD OF MORE THAN FORTY-FIVE (45) DAYS OWNER MAY SELL THE PROPERTY STORED IN THE OCCUPANT'S SPACE IN A COMMERCIALY REASONABLE MANNER AFTER GIVING OCCUPANT NOTICE OF OCCUPANT'S DEFAULT BY VERIFIED MAIL OR ELECTRONIC MAIL (AT OCCUPANT'S LAST-KNOWN ADDRESS FOR VERIFIED MAIL OR ELECTRONIC MAIL) AT LEAST FORTY-FIVE DAYS BEFORE SUCH SALE, IN ORDER TO SATISFY SUCH LIEN. THIS REMEDY IS CUMULATIVE WITH AND IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER AND HEREAFTER EXISTING AT LAW OR IN EQUITY. The Owner's lien shall have priority over all other liens except tax liens and those liens that have been perfected and recorded on personal property prior to, on, or after the date on which the personal property is placed in the Space. The proceeds of any sale made shall be applied in the following order: (i) to satisfy the actual expenses incurred in conducting the sale, including the costs for notice and advertisement of the sale, in an amount not to exceed five hundred dollars (\$500), (ii) to satisfy the obligations secured by the lien or security interest of any lienholder or security interest holder, and (iii) to satisfy the Owners lien; with any surplus being held for a period of one (1) year after the date of such sale for delivery on demand to the Occupant or any other lienholders which the Owner knows of or which are identified by the Occupant as provided above. If the Owner complies with the provisions of the Act, the Owner's liability to the Occupant shall be limited to the net proceeds received from the sale of the personal property less any proceeds paid to the holders of any lien or security interest of record on the personal property sold at the sale. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE, BOAT OR PERSONAL WATERCRAFT AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS, THE OWNER MAY HAVE THE VEHICLE TOWED. OWNER SHALL NOT BE LIABLE FOR SUCH PROPERTY OR ANY DAMAGES TO SUCH PROPERTY ONCE THE TOWING SERVICE TAKES POSSESSION OF THE PROPERTY. The lien sale may be conducted at the Facility or on a publicly accessible web site that conducts lien sales. In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Occupant hereby gives Owner a contractual landlord'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.**
12. **PROPERTY NOT SOLD:** If any property remains unsold after Owner has complied with all requirements of the laws of the state in which the Facility is located as summarized in this Agreement, Owner may then otherwise dispose of said property in any manner considered appropriate by the Owner, including, but not limited to, destroying said personal property.



13. **No Bailment:** Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. Owner does not exercise care, custody, or control over Occupant's stored property. All property stored within the space or at the Facility by Occupant or located at the Facility by anyone shall be stored at Occupant's sole risk and Occupant must take whatever steps deemed necessary by Occupant to safeguard such property.
14. **RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored in the Space or in/on the Facility by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the Space or at the Facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, mold, mildew, 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.
15. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant, Occupant's invitees, employees or guests for injury or death as a result of Occupant's use of the Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. CHILDREN MUST BE SUPERVISED AT ALL TIMES.
16. **INSPECTION:** Upon the request of the Owner, the Occupant shall provide access to the Owner to enter the Space for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency, the Owner may enter the Space for any of the above stated purposes without notice to or consent from the Occupant, and Owner reserves the right to remove the contents of the Space to another space or facility. For the purposes of this paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action to avoid injury to persons or property at or near the self-service storage facility, including, but not limited to, a fire.
17. **CONDITION OF SPACE:** Occupant inspected or had the right to inspect the Space and the Facility before signing this Agreement. Occupant accepts same "AS IS" including existing access controls, lighting, construction design, or security of same under any circumstances. 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. Occupant understands that all space sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space.
18. **RENEWAL AND TERMINATION:** Owner reserves the right not to extend or renew this Agreement for any cause or no cause whatsoever, and Occupant agrees to vacate upon any default by Occupant or upon any notice of termination from Owner. **Ten (10) days' advance written notice** given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within thirty (30) days of vacating the Space. Occupant must leave the Space broom clean and in good condition. Occupant is responsible for all damages. If Occupant fails to fully remove its property from the Space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, re-enter the Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall be deemed to have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's lock from the Space and IS NOT current in Occupant's obligations hereunder.
19. **HOLDING OVER:** Upon termination of this Agreement, Occupant shall remove all of Occupant's personal property from the Space unless such property is subject to Owner's lien rights as referenced in this Agreement and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Agreement, reasonable wear and tear excepted. Holding over after termination shall be construed as a tenancy at sufferance at a rental rate of two hundred percent (200%) of the rent last in effect and on the same terms and conditions herein specified, or as such may be modified pursuant to this Agreement. **OCCUPANT AGREES TO FILL OUT AN "INTENT TO VACATE" NOTICE TEN (10) DAYS PRIOR TO THE VACATE DATE, AND OCCUPANT AGREES THAT FAILURE TO GIVE SUCH WRITTEN NOTICE WILL ALLOW OWNER TO CLAIM AND RECOVER ANY DAMAGES AND CHARGES TO WHICH OWNER MAY BE ENTITLED. OWNER DOES NOT PRORATE RENT**



WHEN OCCUPANT VACATES.

- 20. **BREACH OF COVENANT:** A breach of any of the covenants or conditions of this Agreement by the Occupant shall, at the option of the Owner, terminate this Agreement and at which time said Agreement shall become null and void.
- 21. **WAIVER:** No waiver by Owner, Owner’s agents, representatives or employees of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.
- 22. **CHANGE OF TERMS:** All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy and 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 THIRTY (30) DAYS’ PRIOR WRITTEN NOTICE to terminate. If the Occupant does not give such notice, the change shall become effective and apply to his/her occupancy.

SELF STORAGE RENTAL AGREEMENT - , _

- 23. **INDEMNIFY AND HOLD HARMLESS:** OCCUPANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR LOSS TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEYS' FEES ARISING FROM OCCUPANT'S USE OF THE SPACE OR THE FACILITY, OR FROM ANY ACTIVITY, WORK OR THING DONE, PERMITTED OR SUFFERED TO BE DONE BY OCCUPANT IN OR ON THE SPACE OR ABOUT THE FACILITY.
- 24. **OCCUPANT INFORMATION:** OCCUPANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM/HER AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND CORRECT AT THE TIME OF EXECUTION OF THIS AGREEMENT.
- 25. **ASSIGNMENT AND SUCCESSION:** Occupant shall not sublet or assign the Space without the prior written permission of Owner. Owner may at any time assign this Agreement in which event, the previous owner shall no longer be responsible or liable under the terms of this Agreement and all of the provisions hereof shall apply to, bind, and be obligatory upon the parties and their heirs, assigns, executors, administrators, representatives, and successors of the parties hereto.
- 26. **STATE LAW TO APPLY:** This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the state in which the Facility is located as summarized in this Agreement.
- 27. **NO WARRANTIES:** The agents and employees of Owner are not authorized to make warranties about the Space, 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 Occupant, nor shall any of said statements be considered a part of this Agreement. The 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 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 and Facility referred to herein.
- 28. **NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Owner and Occupant and no oral agreements or understandings shall be any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representations made by Owner or Owner’s agents or employees purporting to modify or add to this Agreement in any manner. This Agreement shall not be modified except by a written document signed by the Owner, which expressly states that it is a modification to this Agreement.
- 29. **PERMISSION TO COMMUNICATE:** Occupant recognizes that 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 (including automated calls and texts) and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices.
- 30. **RULES AND REGULATIONS:** The Rules and Regulations as listed below are made a part of this Agreement and Occupant agrees to always comply with such Rules and Regulations. Owner shall have the right from time to time to promulgate amendments and additional Rules and Regulations for safety, care, and cleanliness of the Facility and upon posting of any such amendments in a conspicuous place at the Facility, they shall become a part of this Agreement.
- 31. **ALTERATIONS, SIGNS & WASTES:** Occupant shall not make or suffer to be made any alterations of the Space or Facility nor post any sign without express written consent of the Owner. Occupant shall not commit nor suffer to be committed any waste in or on the Space or at the Facility.



32. **LOCK:** Space shall be locked upon execution of the Agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to the Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf, pursuant to a separate agreement to that effect. Occupant's Space must be kept always locked when Occupant is not in it. Having more than one lock on Space is prohibited. If the Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Space, with or without notice to Occupant, provided, however, that in such event Owner shall have no 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 cost of the lock. **Disc locks are required.**
33. **ABANDONMENT:** In the absence of written notice to Owner to the contrary, if all property is removed from the Space and if the Occupant has failed to make his/her monthly payment before the due date, or if the Occupant has removed the lock from the Space, the Occupant shall be deemed to have abandoned the Space.
34. **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, in any action brought by either Owner against Occupant, or Occupant against Owner or any of its respective agents, employees or affiliates, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Space or the facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.
35. **NOTICES FROM OWNER:** All notices required by this Agreement shall be sent by verified mail postage prepaid to Occupant's last known address or by electronic mail if Occupant provides Owner an e-mail address. **IF OCCUPANT HAS PROVIDED OWNER WITH AN ELECTRONIC ADDRESS, OWNER MAY COMMUNICATE WITH OCCUPANT AND PROVIDE OCCUPANT WITH ANY WRITTEN NOTICES AUTHORIZED OR REQUIRED UNDER THIS AGREEMENT OR BY APPLICABLE LAW VIA ELECTRONIC MAIL.**

Notices shall be deemed given when deposited in the United States mail or sent to the Occupant's e-mail address. Occupant agrees that notice deposited with the United States Postal Service is conclusively presumed to have been received by Occupant if the notice is properly addressed with postage prepaid. Occupant agrees notice sent by electronic mail shall be deemed delivered when an electronic mail is sent to the last-known address provided by Occupant. If Owner sends notice by electronic mail and receives an automated message stating the electronic mail can't be delivered, Owner shall send notice by verified mail to Occupant's last-known address with postage prepaid. All statutory notices shall be sent as required by law.

36. **NOTIFICATION OF CHANGE OF ADDRESS:** In the event Occupant shall change Occupant's address as set forth in this Agreement, Occupant shall give Owner written notice of any such change within ten (10) days of the change, specifying Occupant's current address and telephone numbers, and alternate name and address. Any such change of address shall not be binding upon Owner unless Occupant has given Owner written notification of the change, and the Owner has acknowledged its receipt in writing. E-mail notifications satisfy this legal change if they come from the e-mail address on file.
37. **ENFORCEABILITY:** If any part of this Agreement is held to be unenforceable for any reason, in any circumstances, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this Agreement will nevertheless be valid and enforceable in all circumstances.
38. **TEMPERATURE CONTROLLED:** Temperature controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity. There is a risk of mold and/or mildew developing on stored property, particularly if damp or wet property is brought into the Space. As with any mechanical system, it is subject to failure or malfunction.
39. **PARKING:** 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. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. The loading and unloading of vehicles shall be done as quickly as possible. While loading and unloading, the Occupant will not block access to other storage spaces.
40. **OUTSIDE STORAGE:** In the event Occupant's Space is an outside parking space, all vehicles or trailers stored outside must be in good working condition. All tires must be inflated. No construction material,



junk, or any other items that are not on or in a vehicle or trailers may be stored in any outside parking space. Any items stored outside shall be at the sole discretion of the Owner.

- 41. **ATTORNEY’S FEES:** In the event any action be instituted or other proceedings taken to enforce any term, covenant or condition herein contained or recover any rent or charge due or to recover possession of the Space or Facility for any default or breach of this Agreement by Occupant, Occupant agrees to and shall pay Owner's reasonable attorneys' fees, costs, and expenses in connection therewith.
- 42. **FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or action against Owner for damages arising from the use of said information by others.
- 43. **Military Service:** IF YOU ARE IN THE MILITARY SERVICE, Occupant must provide written notice to Owner. Owner will rely on this information to determine applicability of Service Member’s Civil Relief Act.
- 44. **RELEASE OF INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant’s occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
- 45. **ENTIRE AGREEMENT:** Except as provided for in this Agreement, this Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHT. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.



This is not a contract of insurance, and the Facility Owner is not an insurance company.

**LockBox Storage Protection Agreement
Addendum to Self Storage Rental Agreement**

Occupant: Space #: Date:

IN THE EVENT YOU ELECTED TO PARTICIPATE IN THE LOCKBOX STORAGE PROTECTION AGREEMENT ON PAGE 1 OF THIS LEASE OR AT ANYTIME YOUR PRIVATE INSURANCE EXPIRES, THEN THE FOLLOWING SHALL APPLY:

This Facility provides you with a basic level of service pursuant to the terms and conditions of the Self Storage Rental Agreement that you signed (hereinafter "Rental Agreement"). The rental agreement states your property is stored at your sole risk of loss or damage, the self-storage Owner is not liable for loss of or damage to your stored property, and you must insure your property while it is on the premises.

For an additional monthly charge and as per the terms, conditions, and limitations of the LockBox Storage Protection Agreement detailed below, the facility Owner will agree to a limited retention of Legal Liability.

<u>Limit</u>	<u>Additional Monthly Payment</u>
\$2,500	\$

- LockBox Storage Protection Agreement - Owner's Limited Retention of Legal Liability:** In consideration of payment above in additional monthly rent, Owner shall not require the release of liability for property damage as stated in paragraph 10 of the rental agreement, up to the amount indicated above, and also does not require you to insure your stored property as otherwise required by the rental agreement. Instead, Owner shall retain, rather than extinguish, its liability as imposed under the law. The liability of the Owner under this agreement shall be limited to loss or damage that occurs as a result of the Owner's negligence or as a result of acts or omissions for which the Owner is liable under the law or statutory duty. Loss or damage may be caused by but not necessarily limited to fire, smoke, theft, water damage, or vandalism resulting from negligent operations of the facility Operator.
- Plan Limit:** The most the Owner will pay for loss or damage to your stored property under this agreement is as indicated above. If the limit of this Protection Agreement exceeds the limit listed in Paragraph 6 of the Rental Agreement, then the value of property stored by the Occupant may be increased to the limit of this Protection Agreement. Occupant agrees that any increases in the value allowed by this Agreement will not apply to the types of property described in paragraph 3 below.
- Property Owner Will Not Pay to Repair or Replace:** The Owner will not pay for loss of or damage to property that is in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any property you are not permitted to store under the terms of the rental agreement; collectibles, jewelry, watches, precious or semi-precious stones, precious metals and alloys including silver, furs, antiques, works of art, animals, stolen goods or contrabands.
- Mysterious Losses:** Owner will not pay for any losses resulting from unknown or mysterious causes. In the event of theft, the Occupant must file a report of the theft with the police or other law enforcement agency with jurisdiction to investigate and record crime at the insured location. A copy of the report must be provided to the Owner and there must be evidence of a break-in.
- The Owner Will Not Pay for Damage to Occupant's Stored Property Caused by:** flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; moths, insects, rodents or vermin in excess of \$500; mold, mildew, or wet or dry rot; terrorist attack, war or military action; including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination
- The Amount Owner Will Pay if there is a Loss:** For any single Owner's Liability Event, Owner will pay the lesser of the actual amount you reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. In no event will Owner pay more than the limit stated in paragraph 2 of this addendum.
- Failure to Pay Rent:** If rent is not received within five (5) days of the due date, Customer's



participation in the Protection Agreement shall terminate and Operator shall not be liable for loss of or damage to Occupant's stored property from any cause whatsoever. At Owner's sole discretion, Occupant's participation in the Protection Agreement may be reinstated upon payment of all rent and other charges due and owing.

- 8. **Participation Termination:** Occupant may cancel participation in this plan upon ten (10) days written notice to Owner with proof of alternate coverage. Owner may cancel this plan upon thirty (30) days written notice to Occupant.
- 9. **The Rental Agreement:** All terms and conditions of the Rental Agreement not specifically modified by this addendum are in effect and binding on both Owner and Occupant and are incorporated by reference herein.

NOTICE: This limited retention of liability is **not an insurance policy**, and the Owner is not an insurance company. The Owner shall perform the obligations described in this Agreement. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part, or all of the liability retained under this agreement.

I understand that Owner shall not be liable for loss of or damage to my stored property from any cause, including the Owner's negligence or other failures by the Owner to fulfill the legal obligations that would otherwise be applicable. I acknowledge that I am required to insure my personal property while it is on the premises.

X _____



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