

## STORAGE SPACE RENTAL AGREEMENT

**Statham Storage**  
370 Sunset Dr  
Statham GA 30666  
(770) 725-4595

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

Cell:  
E-mail:

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

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

Yes: \_\_\_\_ No: \_\_\_\_ If Yes, Contact information: \_\_\_\_\_

### CONTRACT DETAIL:

New Account Administration Fee: \$12.00 First Late Fee: \$10.00 (5 Days Past Due) Second Late Fee: \$15.00 (15 Days Past Due) NSF Fee: \$0.00 Auction Fee: \$75.00 (45 Days Past Due) Clean-Up Fee: \$ N/A Invoice Fee: \$1.00 Lock Cut Fee \$ _____	Transaction Date: #  Room Number : Room Description : Monthly Due Day : Monthly Rental : \$ Gate Access Code:
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### EMERGENCY CONTACT:

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

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

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

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

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

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: \_\_\_\_\_

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 items listed below: \_\_\_\_\_

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, Owner agrees to let

Occupant use and occupy a space as listed above in the self-service storage facility, situated in the city and county listed above in the state of Georgia, hereinafter referred to as "Space". Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

**1. RENT:** "Space", as used in this agreement, will be that part of the self-service storage facility described above. The Occupant agrees to pay the Owner for the use of the space and improvement thereon, the monthly sum listed above as the Monthly Rate. Monthly installments are payable in advance at the office of the self storage facility on or before the rental due date and a like amount for each month thereafter, until the termination of this agreement. Owner acknowledges receipt of the sum set out above showing payment through the date shown above. If any monthly installment is not paid by 5 days from the due date, or if any check in payment is dishonored by the financial institution on which it is drawn, Occupant shall be deemed to be in default. Default can also be the Occupant's failure to perform any terms or conditions of this Rental Agreement or Occupant's breach of the peace. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. 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. Customers account must be in good standing to receive or continue any promotions or discounts.

**2. DENIAL OF ACCESS:** If rent is not paid within by 5 days of the monthly due date, Owner may without notice deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the tenant unless said party retains gate code and key to lock on Space or has supplied Owner with written authorization from the tenant to enter the Space. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

**3. FEES:** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable **NEW ACCOUNT ADMINISTRATION FEE** in the amount as set forth above. A bill for the monthly rent will not be sent unless requested. However, Occupant may elect to pay an additional fee as an **INVOICE FEE**, set forth by Owner. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after by 5 DAYS from the rental due date, Occupant shall pay to Owner a **FIRST LATE FEE** for each month rent is past due. Furthermore, if any monthly rent payment is received after 15 DAYS from the rental due date, a **SECOND LATE FEE** will be assessed for each month rent is past due. **Late fees are assessed at the full and sole discretion of the Owner.** Said late charges are due and payable without demand from Owner. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as an **NSF FEE**. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee shown above as **AUCTION FEE**. If Occupant's lock must be cut, Occupant shall be responsible for **LOCK CUT FEE** identified above.

**4. USE AND COMPLIANCE WITH LAW:** (a) The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space that would cause danger or nuisance to the space or facility. Occupant shall not store any improperly packaged food or perishable goods, or other items that may attract rodents, vermin, or other infestation in the Space. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space, and will keep the space in good condition during the term of the Agreement. The occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the occupant. **Occupant waives any claim for emotional or sentimental attachment to Occupant's property.** There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated or disposed of on or in the premises or if the premises become contaminated in any manner for which the Occupant is legally liable, Occupant shall indemnify and hold harmless the Owner from any and all claims, damages, fees, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by Occupant. (b) Occupant agrees not to conduct any business out of space, and further agrees that the space is not to be used for any type of work shop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the space. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility charge set forth by Owner. Unless given written permission by owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate Termination of this agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision.

**5. CONDITION AND ALTERATION OF PREMISES:** Occupant assumes responsibility for having examined the premises and hereby accepts it AS IS, being in good order and condition and agrees to pay Owner promptly for any repairs to the space resulting from negligence or misuse by the Occupant, Occupant's invitees, licensees and guests. Occupant understands that all unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Space. Occupant shall make no alterations or improvements to the space without prior written consent of Owner. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Occupant shall notify Owner immediately of any damage or defect to the space. If Occupant causes any damage to the premises, Occupant may be denied access to Space until payment is made for the cost to repair.

**6. LIMITATION OF VALUE:** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5000.00 unless Owner has given permission in writing for Occupant to store property exceeding that value. Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is the total value referenced above. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any lost or damage to Occupant's property, regardless of cause.

**7. ABANDONMENT:** This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall have abandoned the Space if Occupant has removed the locking device from the Space and IS NOT current in all obligations hereunder or lock is cut after default and it is determined, in the Owner's discretion, that the items in the unit have little or no value. Any property left in the Space may be disposed of by the Owner. Rent paid for month in which Occupant moves out early shall not be refunded. THERE ARE NO RENT REFUNDS.

**8. TERMINATION:** This agreement shall continue from month to month unless Occupant or Owner delivers to the other party a five-day advanced written notice of its intentions to terminate the Agreement. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may, without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. No refunds are allowed for partial- month occupancies. Occupant shall be charged a **Clean Up Fee**, identified above, if Owner is required to remove any debris from either inside or outside the rented Space after Occupant vacates the Space.

**9. OCCUPANT'S RISK OF LOSS: THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE TENANT'S STORED PROPERTY.** All property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Occupant must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. Occupant shall assume full responsibility for who has the keys and access to the space. Owner and Owner's employees and agents shall not be liable for any loss of or damage to any personal property while at the rented premises arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, hurricanes, rain, tornados, explosions, terrorist acts, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**10. INSURANCE: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** Occupant, at Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatsoever nature. Occupant agrees to obtain insurance coverage for 100% of the actual cash value of Occupant's property stored in or on the Space, or Occupant agrees to be self-insured. Insurance on Occupant's property is a material condition of this agreement, and Occupant assumes all risk of loss, damage, or theft to stored property that would be covered by such insurance. Insurance carried by the Owner shall be for the sole benefit of the Owner and Occupant shall make no claim whatsoever against Owner's insurance. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Owner in the event of loss or damage of any kind or from any cause.

**11. PERSONAL INJURY:** Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**12. INDEMNIFICATION OF OWNER:** Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from Occupant's lease of the space on the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility. In the event that the space is damaged or destroyed by fire or other casualty, Owner shall have the right to remove the contents of the space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with such removal and storage. Should any of Owner's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner.

Notwithstanding that Owner shall not be liable for such occurrences, Occupant agrees to notify Owner immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.

**13. OWNER'S RIGHT TO ENTER:** In cases where Owner considers it necessary to enter the space for purposes of examining the space for violation of this agreement or condition in the space or making repairs or alterations thereto, or to comply with this agreement, Occupant agrees that Owner, or Owner's representative, shall have the right without notice to enter into and upon the space and Owner reserves the right to remove contents to another space.

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

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

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

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

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

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

(6) In the event of a sale, Owner may satisfy his or her lien from the proceeds of the sale. Owner shall hold the balance of the proceeds,

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

**15. SECURITY AGREEMENT:** This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under O.C.G.A. 44-13-1 et seq. and as it may be amended.

**16. OCCUPANT'S LIABILITY:** In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner.

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

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

**19. 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.

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

**21. GOVERNING LAW:** This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Georgia.

**22. WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

**23. LIMITED WARRANTY:** This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the space, premises, and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is to be considered a part of the Agreement. This entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this space, premises, and facility, and that Occupant accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.

**24. RULES:** Owner shall have the right to establish or change the hours of operation for the Facility and to promulgate Rules and Regulations for the safety, care and cleanliness of the Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time.

**25. NOTICES FROM OWNER:** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Rental Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

**26. NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in this Rental Agreement is true, accurate and correct and Occupant understands that Owner are relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Owner.

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

**28. OCCUPANT'S LOCK:** Occupant shall provide at Occupant's own expense a lock for the space which Occupant, in Occupant's sole discretion, deems sufficient to secure the space. Space shall be immediately locked upon execution of the agreement. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf. If lock is not placed on unit or Space is found without a lock, Owner has the right to place a new lock on the Space to secure the Unit without creating a bailment.

**29. MILITARY SERVICE:** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT it is Occupant's obligation to notify the Owner in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the Owner in writing of this change immediately.

**30. FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any of Occupant's financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner and its respective agents, employees and affiliates for damages arising from the use of said information by others.

**31. CLIMATE CONTROL (AS APPLICABLE):** The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner or its respective agents, employees or affiliates. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property, even in a climate controlled Space. Owner recommends that Occupant periodically inspect the Space and the property, taking any and all actions necessary to protect Occupant's property.

**32. PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant with marketing and/or other business related communications.

**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)

## SBOA Tenant Insurance Program

### TENANT PARTICIPATION ADDENDUM

You may participate in coverage arranged by the storage facility. I understand that participation in SBOATI is not mandatory. NEITHER THE STORAGE COMPANY NOR ITS LEASING AGENT ARE LICENSED INSURANCE AGENTS. PLEASE CALL CORNERSTONE AGENCY SERVICES WITH YOUR QUESTIONS 800-792-0345.

### LESSEE INFORMATION

Name :

Address :

City :

State :

Zip Code :

Phone :

Email :

Unit # :

I have read the rental agreement and understand this self-storage facility / Management Company is a commercial business renting space and is not responsible for loss or damage to property stored at this facility. \_\_\_\_\_initial

### COVERAGE SECTION

The acceptance of this coverage by Aegis Security Insurance Co. is based on certain underwriting requirements.

This addendum is not an insurance contract. We will provide you:

Select a Limit: ☐ \$2000 ☐ \$3000 ☐ \$5000 ☐ Other: \_\_\_\_\_

Monthly Fee: ☐ \$9.00 ☐ \$13.00 ☐ \$21.00

Type of goods stored: ☐ Household / Personal Property ☐ Business / Trade Property

Describe: \_\_\_\_\_

☐ **OPTION 1 – I will participate** in the Inland Marine SBOATI program from Cornerstone Agency Services, a licensed insurance agency. I hereby elect to satisfy my obligation to secure insurance coverage for my stored personal property/contents through SBOATI. In doing so, I have selected the limit and monthly cost identified above. I understand that a portion of the cost I pay will be used to pay the storage company's and/or management company's cost for collecting, accounting for and remitting the SBOATI premium to the insurer(s) licensed to underwrite the insurance provided pursuant to SBOATI. I also understand that a portion of the cost I pay may be retained by the storage company and/or management company as profit. I also understand that SBOATI only provides coverage for personal property/contents while stored at this storage facility. The insurance provided through SBOATI is underwritten by Aegis Security Insurance Company. The specific coverage, policy terms, conditions and exclusions are described in the policy issued by Aegis Security Insurance Company. I understand that it is my obligation to read and understand the coverage, policy terms, conditions and exclusions described in the policy. Coverage while this storage facility is under a wildfire, hurricane or tornado warning or watch will not become effective until 12:01 am the day after such warning or watch has been lifted. Insurance under SBOATI does not include coverage for loss due to surface waters or flooding. Flood insurance is available through the National Flood Program. By signing this application, I agree that if my insurance premium is more than 30 days past due under the terms of the certificate of insurance my coverage will terminate. If I am renting the same unit, I authorize reinstatement of this insurance under these same terms and conditions. I also agree that, if there is damage or loss to my property after the coverage terminated for non payment, there is no coverage and I will not file a claim for that damage with the insurance company.

☐ **OPTION 2 – I will not participate** in the Inland Marine SBOATI program from Cornerstone Agency Services. I have contacted my insurance agent/company and confirmed I have coverage for my personal property/contents. I have provided evidence of insurance and agree to keep coverage in force during the term of my lease.

Name of Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_  
Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

To access a copy of the policy, go to: [www.sboati.com](http://www.sboati.com) (click on the **INSURED** button, then **CERTIFICATE**) or call 1-888-288-9148 and select # 5.

I have my copy of the Tenant Participation Addendum. \_\_\_\_\_initial

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

One copy to Lessee; one copy in Lessee file.

Administered by:

CORNERSTONE AGENCY SERVICES

805 Estelle Drive, Suite 209, Lancaster, PA 17601

800-792-0345