



23160 Harborview Rd  
Punta Gorda, FL 33980  
Phone: 941-979-1360

E-Mail: PG@PEOPLESCHOICESTORAGE.COM  
Website: [www.peopleschoicestorage.com](http://www.peopleschoicestorage.com)

Date: \_\_\_\_\_

Lease Number: \_\_\_\_\_

Approximate Unit Size: \_\_\_\_\_

Unit Number: \_\_\_\_\_

**TENANT INFORMATION:**

Name: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

**E-Mail:** E-Mail is an authorized means of communication under this Agreement. You have provided the electronic mail address (Email Address) to which you want us to send notices. Since you provided an electronic mail address, you have affirmatively consented to be contacted by the Owner via the electronic mail address provided, or to subsequent written changes to that email address that you provide.

Emergency Contact's Name: \_\_\_\_\_

Emergency Contact's Email Address: \_\_\_\_\_

Emergency Contact's Phone Number: \_\_\_\_\_

**Are you or your spouse an active member of the U.S. Armed Forces or other Uniformed Services?**

Yes: \_\_\_ No: \_\_\_ Military Contact: <ESign.TextBoxOptional>

**RENT & FEES:**

Rental Rate: \$ \_\_\_\_\_ Rent Due Date: First (1st) day of the month

Admin. Fee: \$ \_\_\_\_\_

1<sup>st</sup> Late Fee: \$ \_\_\_\_\_ or \_\_\_\_\_ % (whichever is greater)

NSF (Non-Sufficient Funds) Fee: \$ \_\_\_\_\_

Protection Plan: \_\_\_\_\_

Lien Fee: \$ \_\_\_\_\_

Cleaning Fee: \$ <ESign.TextBoxOptional>

**NOTICE OF LIEN:** THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE FLORIDA SELF-STORAGE FACILITY ACT. PURSUANT TO THE ACT YOUR PROPERTY IS SUBJECT TO CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF RENT AND OTHER CHARGES ARE NOT PAID WHEN DUE.

Personal property to be stored (check all that apply):

- \_\_\_ Household
- \_\_\_ Clothing
- \_\_\_ Furniture
- \_\_\_ Office
- \_\_\_ Commercial
- \_\_\_ Other (Describe) <ESign.TextBoxOptional>

Please identify any lien holders or any parties that hold a security interest in the personal property you intend to store. If there are no such parties, please confirm by stating "No Liens" on the line below.

<ESign.TextBoxOptional>

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**1. LEASE:** The Rental Agreement ("Agreement") is executed at the place and on the date set forth above, between Peoples Choice Punta Gorda 2 LLC d/b/a Peoples Choice Storage (hereinafter "Owner") and " \_\_\_\_\_ " (hereinafter "Occupant" or "the Occupant") as evidenced by their signatures below, and is made subject to the terms and conditions set forth below in this 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 the herein described property, hereinafter called "the Space" or if referring to the entire property, "the Facility".

**2. 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 notice is given ten (10) days prior to the end of the last month of tenancy by either party, subject to all terms and conditions hereafter stated. 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.

**3. RENT:** The rent shall be \$ \_\_\_\_\_ per month. Rent shall be payable as follows: Rent is due and payable on the 1st of the month, in advance and without demand. Owner, at Owner's sole discretion, may require that rent be paid in cash, certified check, or money order. Owner reserves the right to refuse payment by check. All rental payments shall be made to the Owner at the above stated address or at such other place as shall be designated in writing from time to time by Owner. Any additional charges shall be payable concurrently with the rent payment or at the time the additional charge is levied. In the event of a seizure under Paragraph 12 hereof, 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. The monthly rental rate may be changed by Owner by giving thirty (30) days' advanced written notice to Occupant. The new rent shall go into effect upon the next Due Date or date indicated. If Occupant has made advance payments, the new Rent will become effective at the end of their pre-paid period. No bills or statements will be sent to the Occupant stating when the monthly rent is due.

There are no prorated rent refunds in the event the Space is vacated prior to the rent paid thru date. Occupant's failure to vacate the premises or remove their lock on the last day of the month automatically renews this Agreement for ONE (1) Month. All rental agreements expire on the last day of each month.

**4. PARTIAL PAYMENTS:** The 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. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.

**5. NEW ACCOUNT FEE:** Concurrently with the execution of this Agreement, Occupant shall pay to Owner \$ \_\_\_\_\_ as a nonrefundable new account fee.

**6. PAST DUE FEES:** If rental is not paid by the fifth (5th) day after the 1st of the month, Occupant agrees to pay a LATE FEE of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the monthly rental rate, whichever is GREATER. A \$ \_\_\_\_\_ LIEN FEE will be assessed at 30 days past due. Occupant agrees to pay a \$ \_\_\_\_\_ charge for each RETURNED CHECK (NSF). The late charges and returned check charges shall be deemed as and for rent. Occupant will be charged a LOCK CUT FEE of \$ \_\_\_\_\_ to cut their lock, if necessary. In addition to, but not in limitation of, all remedies available to Owner, the laws of this state as summarized in Paragraph 12 B, gives the Owner a lien upon all personal property, whether or not owned by the Occupant, located at the self-storage facility for payment of rent, labor or other charges reasonably incurred.

**7. DEFAULT:** Time is of the essence in the performance of this Agreement and in the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if Occupant shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, Occupant shall be conclusively deemed in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting Owner's rights and remedies as provided under the laws of this state. **UPON DEFAULT THE OWNER MAY, WITHOUT NOTICE, DENY THE OCCUPANT ACCESS TO THE PROPERTY LOCATED IN THE SELF STORAGE FACILITY. IF OCCUPANT FAILS TO CURE ITS DEFAULT AS PROVIDED BY LAW, OWNER TO PLACE A DIFFERENT PADLOCK ON THE RENTED PREMISES OVER WHICH ONLY THE OWNER AND HIS AGENTS HAVE CONTROL.**

**8. USE AND OCCUPANCY:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. This Agreement is strictly a self-storage rental agreement. Occupant agrees to use storage space only for the storage of property wholly owned by Occupant and that no other party has any interest in the Property, except for the lien of Owner under this Agreement. Occupant shall provide Owner with reasonable written evidence of ownership of all property to be stored in the Space prior to storage. Owner exercises neither care, custody, nor control over Occupant's stored property. The Occupant agrees that the Facility and the Occupant's Property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or

anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's Property that is stored in the Space or on the Facility. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. **IT IS UNLAWFUL TO USE THIS STORAGE FACILITY AS A RESIDENCE.** The storage of food or any perishable goods as well as any cooking or heating in the Space is strictly prohibited. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost Property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Facility or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Facility. Violation of any use provisions shall be grounds for immediate termination of this Agreement. Unless otherwise agreed to in writing with Owner, Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. Occupant is strictly prohibited from storing or using materials in the Space or on the Facility classified as hazardous or toxic materials or substances under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. In addition to Owner's other entry and inspection rights under this Agreement, if Owner has reason to believe that any such hazardous or toxic prohibited materials or substances are in or around the Space, then Owner and Owner's representatives, at Occupant's sole expense, shall have the right, but not the obligation, to enter the Space at any time to remove and dispose of prohibited items.

**9. NON-BAILMENT: THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.** The Occupant must take whatever steps he deems necessary to safeguard such Property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal Property stored in the Space or on the Facility resulting from or arising out of the Occupant's use of the Space or the Facility from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, malfunction of utilities, alarm or sprinkler systems, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

**10. OCCUPANT 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.** The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his Property against all perils of whatever nature for the actual cash value of the stored Property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees that its insurer may not subrogate against the Owner in the event of loss or damage of any kind or from any cause. **IN LIEU OF PROVIDING OWNER PROOF OF INSURANCE AS SET FORTH ABOVE, OCCUPANT MAY PURCHASE FROM OWNER A TENANT PROPERTY PROTECTION PLAN ("Protection Plan") ATTACHED HERETO AS EXHIBIT "A".** In the event that Occupant does not elect to purchase such protection by entering into the Protection Plan, Occupant shall (i) execute the Addendum Declining Property Protection attached hereto as Exhibit "B", and (ii) provide Owner with proof that Occupant has obtained fire, extended coverage and comprehensive liability insurance coverage covering the full insurable value of goods or property stored in the storage Space. If Occupant does not provide Owner with such proof of insurance within five (5) business days after the date of this Agreement, Occupant shall be automatically enrolled in the Protection Plan and Occupant's monthly rate will be adjusted accordingly. The Protection Plan level selected by Owner (in Owner's sole discretion) is based on the Property declared to be in the Space by Occupant, and Occupant's monthly Rent shall be increased by the amount of the Protection Plan. Occupant can cancel the Protection Plan at any time if Occupant provides proof of insurance. Minimum charge for the Protection Plan is one (1) month and will not be pro-rated.

**11. OWNER ACCESS:** Upon the request of the Owner, the Occupant shall provide access to the Owner to enter the leased 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 leased 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 leased 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.

**12. OWNER'S LIEN.** In case of default, at his/her option, and without prejudice to any other remedies, Owner may: A. Terminate the Agreement, or B. Enforce Owner's lien over Occupant's property stored in the Space. **PURSUANT TO FLORIDA STATUTES 83.801 THROUGH 83.809, ALSO KNOWN AS THE SELF-SERVICE STORAGE FACILITY ACT, UPON DEFAULT BY THE OCCUPANT, THE OWNER HAS A 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 THE OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF RENT IS NOT PAID. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE.** If the property upon which the lien is claimed is a motor vehicle, trailer, or watercraft and rent and other charges related to the property remain unpaid or unsatisfied

for 60 days following the maturity of the obligation to pay rent, Owner may have the property towed in lieu of foreclosing on the lien. If a motor vehicle, trailer, or watercraft is towed as authorized in this section, Owner shall not be liable for the motor vehicle, trailer, or watercraft or any damages to the motor vehicle, trailer, or watercraft once the tower takes possession of the property.

**13. PROPERTY NOT SOLD:** If any property remains unsold after Owner has complied with all the requirements of the laws of this state as summarized in Paragraph 12 B, Owner may then otherwise dispose of said property in any manner considered appropriate by the Owner, including, but not limited to, destroying the said personal property.

**14. CONTRACTUAL LIEN:** 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.

**15. LIMITATION OF VALUE: THE OCCUPANT AGREES THAT IN NO EVENT SHALL THE TOTAL VALUE OF ALL PROPERTY STORED BE DEEMED TO EXCEED \$5,000.00 UNLESS THE OWNER HAS GIVEN PERMISSION IN WRITING FOR THE OCCUPANT TO STORE PROPERTY EXCEEDING SUCH VALUE. THE OCCUPANT AGREES THAT THE MAXIMUM VALUE FOR ANY CLAIM OR SUIT BY THE OCCUPANT INCLUDING BUT NOT LIMITED TO ANY SUIT WHICH ALLEGES WRONGFUL OR IMPROPER FORECLOSURE OR SALE OF THE CONTENTS OF A STORAGE UNIT IS \$5,000.00. NOTHING IN THIS SECTION SHALL BE DEEMED TO CREATE ANY LIABILITY ON THE PART OF THE OWNER TO THE OCCUPANT FOR ANY LOSS OR DAMAGES TO THE OCCUPANT'S PROPERTY REGARDLESS OF CAUSE.**

**16. TERMINATION:** Unless ten (10) days prior to the end of the last month of tenancy, or any extension or renewal of this Agreement, either of the parties gives the other party notice of his/her intention to terminate this Agreement at the end of the paid term, this Agreement shall be construed as a tenancy at sufferance at the rental rate and on the same terms and conditions herein specified, or as such may be modified below. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owner's lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. Occupant agrees that unit shall be left in a broom-swept condition. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. Occupant agrees to pay a minimum **CLEANING FEE** of \$50.00 to dispose of any such abandoned property.

**17. WAIVER:** No waiver by Owner, his 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.

**18. 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.

**19. CONDITION OF SPACE:** Occupant assumes responsibility for having examined the premises Occupant accepts such leased Space, premises, and Facility AS IS and WITH ALL FAULTS. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Spaces may be smaller than indicated in advertising or other size indicators. Occupant assumes the responsibility to inspect the space on a periodic basis and to notify Owner of any concerns at that time to mitigate any risk of damage or loss to Occupant's stored property.

**20. NO SUBLETTING:** The Occupant shall not sublet or assign the storage space, or any right hereunder.

**21. SEVERABILITY:** If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

**22. SUCCESSION:** Owner may at any time assign this Agreement in which event, 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.

**23. 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 where the facility is located.

**24. DISCLAIMER:** 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 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 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.

**25. RULES & REGULATIONS:** The Rules and Regulations as listed below are made a part of this Agreement and Occupant agrees to comply at all times 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 or additions in a conspicuous, place at the Facility; they shall become a part of this Agreement.

**26. ALTERATIONS, SIGNS & WASTE:** Occupant shall not make or suffer to be made any alterations of the Space or Facility nor

post any sign without repress 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. Occupant agrees to abide by all signs posted on the Facility, which includes using the dumpster. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Owner to deny Occupant access to the Space.

**27. 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. In the event that any motor vehicle remains stored in the self-storage 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.

**28. 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.

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

**30. NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. 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 address shown on the Agreement. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing and signed by Occupant or when sent by e-mail, acknowledged by Owner via e-mail.

**31. 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 the Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf, pursuant to a separate agreement to that effect. 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 and Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner and Owner harmless from and against any loss, cost or expense of Owner in connection with locking the space, including the cost of the lock. Occupant shall keep the Space locked at all times using only one lock per Space door hasp. **Failure of Occupant to keep the Space locked at all times shall constitute abandonment of the Space and an immediate default under this Agreement. Owner reserves the right to dispose of abandoned property as they see fit.** Occupant hereby waives and releases any claims or actions against Owner for disposal of personal Property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

**32. ABANDONED GOODS:** In the absence of written notice to Owner to the contrary, if all property is removed from the storage 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 storage Space, the Occupant shall be deemed to have abandoned the premises. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. **There are No Rent Refunds for Partial-Month Occupancies.**

**33. INDEMNITY:** Occupant shall indemnify, defend (with legal counsel designated by Owner), hold harmless and protect Owner and all Owner Parties from and against all claims, demands, actions and causes of action (including attorneys' fees and all costs), damages and liabilities brought by any party or parties (including without limitation third parties not a party to this Agreement) arising out of or related to: (i) this Agreement and/or other documents related to storage of Property in, or use of, the Space or the Facility; (ii) the transaction or services contemplated by this Agreement; (iii) Occupant's use of the Space and Facilities; and (iv) any obligations or performance, including, without limitation, any claims, demands, actions and causes of action relating to Owner's alleged negligence or other wrongful conduct.

**34. PERMISSION TO COMMUNICATE:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting and using social media to communicate with Occupant (including automated calls and texts) with marketing and/or other business-related communications, including collection notices.

**35. CLIMATE CONTROLLED SPACES (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/or Owner from liability for damage to

stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner, Owner's agents or employees. Occupant acknowledges that no electricity or water is furnished or available and that heating and cooling is available only in climate controlled units. 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 and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all.

**36. MILITARY SERVICE:** If you are in the military service you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.

**37. RELEASE OF INFORMATION:** Occupant hereby authorizes Owner and 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.

**38. OCCUPANT'S ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation and requiring verification of Occupant's identity. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has failed to provide Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. 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.

**39. WAIVER OF JURY TRIAL:** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Agreement, the Occupant's use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

**40. 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.

**41. BANKRUPTCY:** In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him/her, or makes an assignment for the benefit of creditors or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the leased Space is an issue, then, at the option of the Owner, this Agreement shall terminate, and Occupant shall thereafter have no right, title, or interest in or to any of the leased Space.

**42. LIMITATION ON TIME TO BRING SUIT:** Occupant agrees and understands that all causes of action against Owner arising from this Agreement and Occupant's use or occupancy of the Space and/or the Property must be commenced (started) by the filing of a lawsuit within one (1) year after either the claim arose, the Agreement has been terminated or the Occupant has vacated the Space, whichever is earlier.

**43. FINANCIAL INFORMATION:** Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner, its affiliates, or their respective officers, members, partners or employees for claims or damages arising from the use of said information by others.

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

**45. ARBITRATION:** In the event of any dispute between the parties, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Owner and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, Owner and Occupant agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.**

**46. HEADINGS:** The headings of the various provisions of the Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the parties.

**47. RENTING BY PHONE:** If Occupant rents the space by phone, their actions of occupancy constitute complete acceptance of all terms and conditions of Owner without exception. Occupant will be mailed or by electronic means be provided a full copy of the

written Rental Agreement. Occupant agrees to sign and return the Agreement to the Owner without exception within 3 days of receipt. Failure to make payment for and or sign and return the Rental Agreement within 3 days shall constitute a non-action by the Occupant with a no offer and no acceptance by either party. The Rental Agreement will be voided and the space returned back to the Owner for Owner's use.

**48. 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 was 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.

**49. ENTIRE 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. No amendment or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the, and duly date hereof executed by the parties hereto, or unless such items are modified pursuant to the provisions of this Agreement.

**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 RIGHTS. THIS AGREEMENT LIMITS THE OWNER'S LAIBILITY FOR LOSS OF OR DAMAGE TO YOUR STORED PROPERTY. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.**

"OWNER"

"OCCUPANT"

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

By:

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Site Manager

