

**All Storage \_\_\_\_\_**  
**Address \_\_\_\_\_**  
**Telephone Number \_\_\_\_\_**  
**E-Mail: \_\_\_\_\_**

<p><b>OCCUPANT INFORMATION:</b>  Name: <u>Attn : Morris, Brenda</u>  Company Name : <u>Bob's Builders</u>  Address: <u>6900 Granbury Rd</u>  City/State/Zip: <u>Fort Worth, TX 76133</u>  Telephone (Home): <u>817-729-1139</u>  Telephone (Cell): <u>817-729-1139</u>  E-mail (*required): <u>Brenda@all.storage</u>  Driver's License #: <u>123456</u> State: <u>TX</u>  Expiration Date <u>5/31/2020</u>  <b>IF STORING A VEHICLE:</b>  If a vehicle that requires state registration being stored, the Vehicle Addendum is required.  <b>IF CUSTOMER IS A BUSINESS:</b>  The Business Addendum is required.</p>	<p>Rental Date: <u>5/8/2020</u>  Space Number: <u>2008</u>  Approx. Size: <u>5.00 X 5.00</u>  Facility Access Code: <u>1234</u></p> <table style="width: 100%; border: none;"> <tr><td>Monthly Rate:</td><td style="text-align: right;">\$65.00</td></tr> <tr><td>Administration fee:</td><td style="text-align: right;">\$21.00</td></tr> <tr><td>Insurance :</td><td style="text-align: right;">\$14.00</td></tr> <tr><td>Merchandise:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Sales Tax (if applicable):</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Discount:</td><td style="text-align: right;">\$65.00</td></tr> <tr><td>Total Move in Cost Due Now:</td><td style="text-align: right;">\$35.00</td></tr> <tr><td>Total Received:</td><td style="text-align: right;">\$35.00</td></tr> </table> <p><b>Next payment is Due on: <u>6/8/2020</u></b>  <b>Monthly Payment : <u>\$79.00</u></b></p>	Monthly Rate:	\$65.00	Administration fee:	\$21.00	Insurance :	\$14.00	Merchandise:	\$0.00	Sales Tax (if applicable):	\$0.00	Discount:	\$65.00	Total Move in Cost Due Now:	\$35.00	Total Received:	\$35.00						
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<p>Provide the name and address of another person in addition to yourself to whom any notices may be sent.  Initial here _____.</p> <p>Emergency Alternate Contact: <u>test, test</u>  Address: <u>6900 Granbury</u>  City/State/Zip: <u>fort worth / TX / 76133</u>  Phone: <u>817-729-1139</u></p> <p><b>MILITARY: PLEASE STATE WHETHER YOU ARE AN ACTIVE DUTY MEMBER OF THE ARMED FORCES OR RESERVES OR THE SPOUSE OR DEPENDANT OF A MEMBER OF THE ARMED SERVICES.</b>  <b>If Yes, Addendum is required. Yes ___ No ___.</b></p>	<p><b>ADDITIONAL FEES:</b></p> <p><b>Late Fee: \$20.00 or 20% of rent, whichever is more, if rent is paid after (five) 5 days of due date (charged on the 6<sup>th</sup> day)</b></p> <table style="width: 100%; border: none;"> <tr><td>New Account Administration Fee:</td><td style="text-align: right;"><b>\$21.00</b></td></tr> <tr><td>Return Check &amp; ACH Fee:</td><td style="text-align: right;"><b>\$25.00</b></td></tr> <tr><td>Return Mail Fee:</td><td style="text-align: right;"><b>\$3.00</b></td></tr> <tr><td>Lock Cut Fee:</td><td style="text-align: right;"><b>\$25.00</b></td></tr> <tr><td>Statutory Notice of Claim Fee:</td><td style="text-align: right;"><b>\$25.00</b></td></tr> <tr><td>Newspaper Ad of Sale Fee:</td><td style="text-align: right;"><b>\$50.00</b></td></tr> <tr><td>Foreclosure Sale Fee:</td><td style="text-align: right;"><b>\$30.00</b></td></tr> <tr><td>Judicial Eviction Fee:</td><td style="text-align: right;"><b>\$100.00</b></td></tr> <tr><td>Lock When Lock is Missing Fee:</td><td style="text-align: right;"><b>\$5.00</b></td></tr> <tr><td>Daily Charge Missing Lock Fee:</td><td style="text-align: right;"><b>\$2.00/Day</b></td></tr> <tr><td>Daily Charge for parking in wrong spot:</td><td style="text-align: right;"><b>\$2.00Day</b></td></tr> </table>	New Account Administration Fee:	<b>\$21.00</b>	Return Check & ACH Fee:	<b>\$25.00</b>	Return Mail Fee:	<b>\$3.00</b>	Lock Cut Fee:	<b>\$25.00</b>	Statutory Notice of Claim Fee:	<b>\$25.00</b>	Newspaper Ad of Sale Fee:	<b>\$50.00</b>	Foreclosure Sale Fee:	<b>\$30.00</b>	Judicial Eviction Fee:	<b>\$100.00</b>	Lock When Lock is Missing Fee:	<b>\$5.00</b>	Daily Charge Missing Lock Fee:	<b>\$2.00/Day</b>	Daily Charge for parking in wrong spot:	<b>\$2.00Day</b>
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**NOTICE OF LIEN: THIS FACILITY IS OPERATED IN ACCORDANCE WITH OKLAHOMA SELF-SERVICE STORAGE FACILITY ACT. YOUR PROPERTY IS SUBJECT TO CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY (30) DAY PERIOD.**

**NOTICE: OCCUPANT HAS A DUTY TO SAFEGUARD THE PERSONAL PROPERTY LOCATED IN A SELF-SERVICE STORAGE FACILITY FROM LOSSES AND THE OWNER HAS NO LEGAL OBLIGATION TO PROVIDE INSURANCE TO PROTECT THE PERSONAL PROPERTY FROM LOSS.**

**DISCLOSURE OF LIENHOLDERS:** Please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If more than one such lienholder or secured party exists, please list all lienholders and secured parties on a separate attachment to this Agreement and write "See Attachment" in the space below. If there are no such parties, please confirm by stating "No Liens. \_\_\_\_\_"

**Payments and Notices.** Credit cards are the Lessor's preferred method of receiving payment. **LESSOR WILL NOT ACCEPT CASH PAYMENTS AT DESIGNATED SITES.** At sites currently accepting cash payments we reserve the right to refuse cash payments in the future with at least 30 days' notice. If credit card information is provided by Occupant to Lessor, Occupant authorizes Lessor to charge Occupant's credit card on or near the Monthly Due Date for Monthly Rental Charges, taxes, insurance and other fees as applicable unless otherwise directed by Occupant. It shall be Occupant's sole responsibility to provide Lessor accurate, and current credit card information. Occupant acknowledges that if Occupant chooses to pay monthly rent via credit card, that Occupant's failure to provide accurate and current credit card information may result in non-payment of Monthly Rental Charges and other accrued charges, allowing Lessor to sell

Occupants personal property pursuant to Section 20 below. Occupant further acknowledges that it is Occupant's responsibility to verify that payments are being made and by what methods they are being made. Payment at move in can only be made by Credit Card which will be kept on file, if you choose to make a payment for any months not by credit card we accept these modes of payment: personal check, company check, money order, credit card, certified check or ACH (Automatic Clearing House). Lessor reserves the right to change the required or permitted method of payment at any time upon notice to the Occupant. Lessor reserves the right to use a credit card payment processor updater service to help keep payment information current upon card expiration. **All payments and notices to Lessor will be delivered or mailed to the Lessor's address set forth above.** All notices provided by Lessor to Occupant will be delivered to Occupant's mailing address provided above unless Occupant provides Lessor with Occupant's email address in which case **OCCUPANT AGREES THAT THE EMAIL ADDRESS PROVIDED ABOVE MAY BE USED TO SEND ANY NOTICES TO OCCUPANT.** The first thirty (30) days are non-refundable. **NO MONTHLY BILLING OR INVOICING, NO PARTIAL MONTH REFUNDS.**

**Occupant acknowledges that the contact information provided above ("Occupant Information") is accurate and current. Occupant agrees to provide written notice to Lessor of any change in the Occupant Information provided above in accordance with the terms of this Rental Agreement pursuant to Section 4 of this Rental Agreement. Occupant acknowledges that Occupant's failure to provide updated contact information to Lessor is a material breach of this Rental Agreement. Lessee grants Lessor the right to photo identification at the time of Lease, or in the future if not obtained at the time of Lease.**

Tenant authorizes Owner to communicate with Occupant's Emergency Contact listed above in the event of any emergency such as fire, theft, Occupant's unavailability due to illness, hospitalization, or arrest, among others, and unpaid rent. In the event Occupant's emergency contact informs Owner that Occupant is deceased, incarcerated, incapacitated, or is otherwise unavailable. Owner may share access code, space number, account status and assist with cutting lock if necessary. Owner has the option to allow such Emergency Contact (or Occupant's spouse) to access the storage facility and Occupant's space and Occupant authorizes Owner to discuss Occupant's account with such Emergency Contact. \_\_\_\_\_

**NOTICE TO OCCUPANT**

**Occupant acknowledges that Occupant has read and understands all pages and Sections of this Rental Agreement and further agrees to abide by this Rental Agreement and Owner's Rules and Policies. Occupant acknowledges and understands that Owner is NOT responsible to Occupant for any damage to Occupant's property. Occupant further understands that Occupant, at Occupant's sole expense, is required by this Rental Agreement to and shall maintain a policy of insurance including fire, water, extended coverage endorsement, burglary, theft, vandalism, insects rodents, and malicious mischief for the FULL value of Occupant's stored property according to the terms of this Rental Agreement as set forth below. Occupant acknowledges that the maintenance of an insurance policy for the value of Occupant's stored property is a condition of this Rental Agreement, is for the benefit of both Occupant and Owner, and the failure by Occupant to maintain such policy of insurance on Occupant's stored property is a material breach of this Rental Agreement.**

Occupant understands that all rents are due in advance of the monthly rental due date set forth above. If Occupant does not timely pay the monthly rental fee, Occupant acknowledges and understands that late charges as described in Section 5 of this Rental Agreement will be assessed against Occupant by Owner.

Occupant acknowledges that Occupant has received a copy of this Rental Agreement, and Owner's Rules and Policies.

Occupant understands and will comply with Sections 2 and 3 of this Rental Agreement regarding termination, move-out notice and move-out duties.

**PANDEMIC NOTICE AND WAIVER: Occupant understands and agrees that Owner retains its rights under this Agreement to charge late fees, deny access to the Space, charge fees associated with Owner's lien and enforce Owner's statutory lien rights (including the right to conduct public sales) notwithstanding any state, city or other municipality shelter-in-place or stay-at-home orders that may be in place, other than any temporary order that specifically stays the right to charge said late or lien fees or otherwise specifically stays the enforcement of non-judicial landlord rights including the right to conduct public sale**

Occupant

Owner

**Brenda Morris**

\_\_\_\_\_  
Signature of Occupant

\_\_\_\_\_  
Signature of All Storage Agent

ALL STORAGE All Storage \_\_\_\_\_  
ADDRESS \_\_\_\_\_. PHONE \_\_\_\_\_

1. **Term.** This Rental Agreement is a month-to-month rental agreement of the storage space described on page 1 of this Rental Agreement which shall commence on the date of execution and shall automatically continue on a month-to-month basis until terminated in writing by Occupant or Owner in accordance with this Rental Agreement.

2. **Termination.** Occupant may terminate this Rental Agreement and move out of Occupant's storage space by providing written notice to Owner at the address below Owner's Signature block on page 2 of this Rental Agreement at least ten (10) days before Occupant's due date. Written notice of termination may be provided to Owner by Occupant at Owner's storage facility office via mail, e-mail, hand-delivery or on a form which Owner may or may not provide on Owner's website (<https://www.allstorageonline.com>). If Occupant needs to pay for extra days, payment must be made either before the rent charges, or with 10 days' notice; payment will reflect the 10 days from date of notice. If mailed, such notice must be postmarked at least ten (10) days before such termination date. Owner may terminate this Rental Agreement for any reason by emailing, mailing or hand-delivering written notice to Occupant ten (10) days in advance of termination.

This Rental Agreement shall continue from month-to-month unless Owner delivers to Occupant a written notice of termination ten (10) days prior to the end of the then current rental period. Upon termination of this Rental Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner within Ten (10) working days, in accordance with Section 3 of this Rental Agreement, unless Occupant's property is subject to Owner's lien rights as referenced in this Rental Agreement. Owner may terminate this Agreement immediately upon Occupant's breach of the peace or violation of this Agreement which involves law enforcement action or intervention.

3. **Occupant's Move-Out Duties.** At the end of the rental term, renewal period or upon termination by Owner as set forth in Section 2, Occupant must vacate the rental space immediately and leave it "broom" clean and in rentable condition. Occupant must remove Occupant's lock and deliver, email or mail written notice to Owner on the day of move-out stating that Occupant has moved out of Occupant's rental space. Move-out notice forms are available from Owner's office.

4. **Changes to Occupant's Contact Information.** Occupant acknowledges and understands that Owner must be able to contact Occupant at all times, especially but not limited to cases of break-in, theft, fire, flood or other damage caused by natural disaster, accident or emergency, or missing locks or unpaid rent, among other reasons. Occupant's mailing and/or if provided, Occupant's email address provided by Occupant on page 1, is the address for all notices and requests by Owner to Occupant. Notices and requests are not required to be sent to Occupant's emergency contact or person(s) who are entitled to same access rights of Occupant, if Occupant has elected to provide one or both on this Rental Agreement, but Owner may elect to do so if Occupant has consented to such contact. Occupant MUST NOTIFY OWNER of any change to Occupant's contact information, including mailing address, phone number, email address IN WRITING within ten (10) days of such a change). Change of address forms are available at Owner's storage facility office or may or may not be provided by Owner on Owner's website (<https://www.allstorageonline.com>). Change of contact information is not effective unless any new addresses are COMPLETE, DATED, SIGNED and are ACTUALLY RECEIVED by Owner. Any email that is received from Occupant by Owner from the email address provided by Occupant on page 1 (or subsequently notified by Occupant for change pursuant to the terms of this Rental Agreement) will be considered signed. If Occupant consents to receive communications from Owner on page 1, Occupant agrees that any and all agreements, notices, disclosures, and other communications from Owner to Occupant by email satisfy any legal requirements that such communications be provided to Occupant in writing. Owner may refuse to rent or renew a rental agreement with anyone who does not provide Owner with correct required current contact information or satisfactory identification. Occupant reserves the right to withdraw consent to phone and text communications but must instruct Owner of such withdrawal in writing.

5. **Rent and Other Charges.** Initial rent and monthly rent are shown on page 1 of this Rental Agreement. **The first 30 days are non-refundable. NO MONTHLY BILLING OR INVOICING, NO PARTIAL MONTH REFUNDS, FULL RATE at \$65.00/month.** Rent is due in advance without demand at Owner's mailing address. Occupant's obligations to Owner under the terms of this Rental Agreement are not contingent on Occupant receiving invoices from Owner. If rent is not paid on or before the fourth (5<sup>th</sup>) day after rent is due, a late charge in the amount of \$20.00 or 20% of the rent, whichever is greater, is due on day six (6) after rent is due.. Late charges are liquidated damages for Owner's time, overhead and inconvenience in sending notices, telephoning, bookkeeping, record keeping and otherwise collecting unpaid sums from Occupant. Such liquidated damages DO NOT include attorneys' fees, costs of court and other charges that Occupant may be liable to Owner for under the terms of this Rental Agreement.

Due dates and various charges are itemized on page 1 of this Rental Agreement including any written notices returned to Owner due to Occupant's failure to notify Owner of a change in Occupant's mailing or email address. If Owner finds Occupant's rental unit without a lock, and Owner notifies Occupant that Owner has locked the rental unit with Owner's lock, Occupant shall pay the daily lock charge set forth on page 1 of this Rental Agreement commencing seven (7) days after such notice is provided to Occupant by mail, email or telephone, and will continue until Occupant locks the rental unit. Occupant's storage unit will be overlocked by Owner if any sum that is due is delinquent and Occupant will incur overlock charges as set forth on page 1 for such overlock. If Occupant has multiple locks on Occupant's storage unit at the time of overlocking, Owner may cut any lock(s) necessary for such overlocking without liability for replacement. Owner's overlock will not be removed until all sums due are paid in full. Owner is not required to accept partial payment(s) from Occupant. Acceptance of partial payment(s) from Occupant does not waive Owner's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting) done prior to payment. Owner may require or prohibit payment by check, money order, cashier's check, travelers check or cash at any time. Owner, at Owner's option, may refuse to accept payment from Occupant until all sums due to Owner have been paid. If Occupant has more than one storage unit in the storage facility in connection with which there are multiple delinquencies, Owner may refuse to accept payment from Occupant until all delinquencies have been cured by Occupant. If cash payments are allowed, it is Occupant's obligation to get a receipt from Owner. Returned check fees will be assessed against Occupant on all returned checks consistent with page 1. All payments by money order or check (including cashiers and travelers checks) must include Occupant's storage unit or parking space number, Occupant's date of birth and driver's license number. Additional charges on other matters may be contained in an addendum to this Rental Agreement. If this Rental Agreement covers multiple units or parking spaces, all monies received by Owner from Occupant will be applied to the entire Rental Agreement regardless of Occupant's request to apply the monies to specific units or parking spaces. Owner reserves the right to not honor Occupant insurance coverage if payment is not made in full.

6. **Space Size and Access to Facility. Occupant has examined the storage unit, any leased parking space and the storage facility and accepts them "as is."** **UNIT SIZE DISCLAIMER:** Actual unit sizes may vary from approximate size estimates. *Occupants should inspect the unit before making a rental decision.* The rental decision should be made based upon such inspection and not based on any stated size specifications. Storage units are not rented by the square foot, and rent is not based on square foot measurements but specific to the unit itself. - Unit sizes advertised for rental are estimated per Building Office Management Association standards and are given for illustration purposes and may vary materially. Rental sums for a storage unit are based on many factors, including without limitation, the location of the storage unit, the rental market of which the storage unit is a part, the accessibility of the storage unit, the features of the facility, and other factors and characteristics particular to the storage unit. Occupant acknowledges and agrees that the measurements noted for any rental unit, any parking space, or other space in or on the storage facility's premises are an approximation only. Occupant agrees that Occupant has entered into this Rental Agreement for the purpose of renting the above noted rental unit or parking space without regard to its size. Occupant shall have access to the storage facility and common areas to the storage facility only during the hours and days posted by the storage facility for operation. *In the case of an online rental if Occupant is not satisfied the transaction can be fully voided with no penalty.*

7. **No Alterations.** Occupant may not modify, paint, alter, deface or put holes in the walls, floors or ceiling of the rental unit, or any parking space or any other space located in or on the storage facility. Occupant may not modify any electrical, plumbing or other utility service or any mechanical systems located in or on the storage facility premises. To prevent accidental unwanted alterations to the storage facility premises, Occupant may not put weight or attach anything to roofs, joists or structural elements of a rental unit, or put weight on or hang anything from fire sprinkler pipes, plumbing pipes or electrical conduit. Occupant may not use electricity for any purpose other than lights. Occupant may not post signage that is visible to others or install an alarm system in any storage unit, without prior written consent from Owner.

8. **No Warranties.** No express or implied warranties are given to Occupant by Owner. Owner disclaims, and Occupant waives any implied warranties of suitability, merchantability, security or fitness for a particular purpose. Owner's agents and employees have no authority to alter this Rental Agreement other than in writing pursuant to Section 28 of this Rental Agreement. The agents and employees of the Owner are not authorized or permitted to make any warranties about

the rental units, parking spaces or any other space located in or on the storage facility's premises. OWNERS' AGENTS' AND EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED UPON BY THE OCCUPANT. Occupant has inspected the storage unit or parking space and the storage facility and has determined that they are suitable for Occupant's purposes. Occupant further acknowledges and understands that Owner provides Occupant with access to Owner's storage facility to allow Occupant to store Occupant's property in same, but that Owner's facility is a "self-storage" facility. "Self-storage" in this context means exactly what it says. Occupant therefore acknowledges and understands that Occupant is storing Occupant's property in or on Owner's storage facility at Occupant's own risk and Occupant, not Owner, is responsible for keeping Occupant's property secure and insured. Occupant acknowledges that Occupant has accepted the rental unit or parking space and the storage facility premises "as is," including but not limited to any existing access controls, lighting in or outside of the storage facility, construction quality, fitness, design, gates, fences, security doors, elevators, electrical or water/plumbing service, sprinklers, and video cameras. Video cameras may or may not be operational and/or monitored. Access controls malfunction from time to time and may be unmonitored. If Occupant's unit is climate controlled, "climate controlled" for purposes of this Rental Agreement means Owner will use reasonable efforts to avoid temperature extremes in a rental unit by keeping the unit warmer than the outside temperature during cold weather and cooler than the outside temperature in hot weather. As with any mechanical system, the HVAC or other system through which temperature adjustments are made is subject to malfunction and/or failure. Owner makes no representations regarding humidity control or safety of contents of rental units, or property stored on Owner's storage facility.

9. **Property Loss and Indemnification.** THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED IN OR ON OWNER'S STORAGE FACILITY BY ANYONE SHALL BE STORED AT OCCUPANT'S OWN RISK. OCCUPANT FURTHER ACKNOWLEDGES AND AGREES THAT OWNER SHALL NOT BE RESPONSIBLE OR LIABLE FOR, AND OCCUPANT HEREBY RELEASES, INDEMNIFIES AND HOLDS OWNER HARMLESS FOR ANY CLAIMS, LOSSES, SUITS, COSTS, ATTORNEYS' FEES, OR DAMAGE OF ANY KIND TO PROPERTY STORED BY OCCUPANT IN OWNER'S STORAGE FACILITY – REGARDLESS OF WHO OWNS THE PROPERTY - CAUSED IN ANY WAY BY (1) ANY ACT OR OMISSION OF OTHER OCCUPANTS, INVITEES, LICENSEES OR TRESPASSERS; (2) ANY CONDITION OF THE OWNER'S STORAGE FACILITY; (3) ANY CRIMINAL CONDUCT OF ANY PERSON; (4) INTERRUPTION OF UTILITIES; (5) ANY DEFECTIVE MACHINERY OR EQUIPMENT; (6) ANY EXPLAINED OR UNEXPLAINED DISAPPEARANCE; (7) ANY WATER, MOISTURE, FIRE, SMOKE, EXPLOSION, SONIC BOOM, DUST, MOLD, MILDEW, ACT OF GOD, RODENTS, INSECTS, VERMIN, ANY WEATHER RELATED CAUSES, EARTH MOVEMENT, TEMPERATURE OR OTHER NATURAL CAUSES; (8) ANY ACT OR OMISSION OF OWNER OR OWNER'S OWN AGENTS OR EMPLOYEES, EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY OWNER'S OWN NEGLIGENCE; (9) OR ANY OTHER CAUSE, UNLESS PROHIBITED BY LAW. OCCUPANT ACKNOWLEDGES AND AGREES THAT OWNER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE TO OCCUPANT'S STORED PROPERTY CAUSED BY FLOODS OR FLOODING.

10. **Occupant Responsible for Locking.** Occupant must lock Occupant's storage unit, trailers, and vehicles at all times using Occupant's lock. Storage unit and trailer locks must be heavy-duty and made of case-hardened steel. If Occupant fails to lock Occupant's rental unit, a locking fee is due consistent with Section 5 of this Rental Agreement. DOUBLE LOCKING IS PROHIBITED. Occupant assumes full responsibility for all persons who have keys and access to Occupant's storage unit, vehicles or otherwise to the storage facility. In the event Occupant fails to keep such a lock on Occupant's rental unit or in the event Occupant's lock is defective, Owner shall have the right, but not the obligation, to place Owner's lock on Occupant's rental unit. In such circumstance, Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify Owner and hold Owner harmless from and against any damage, loss, cost or expense in connection with Owner locking Occupant's rental unit, including the cost of the lock. If Owner offers a Bluetooth lock it does not change the non-bailment status of Owner per Paragraph 9.

11. **Insurance.** Occupant agrees that Occupant, at Occupant's sole expense, and as a condition of this Rental Agreement, Occupant shall purchase fire, theft and casualty insurance on all property stored by Occupant in or on Owner's storage facility. Occupant agrees to purchase such insurance to protect Occupant and Owner in the event of a covered loss due to fire, water, rodent, insect or vermin damage, theft, vandalism, mischief, natural disaster, explosion, or other harm caused to Occupant's property caused by accident, negligence or criminal acts by third parties, or any loss caused by certain weather conditions. Occupant agrees that Occupant shall self-insure all contents of any storage unit or property stored in or on Owner's storage facility not covered by Occupant's insurance. "Self-insurance" means that Occupant will bear the entire risk of loss to Occupant's property in the event of damage or loss to such property from crime, negligence, casualty or other harm listed above. Occupant shall also be responsible and bear all risk for all damages caused by Occupant or Occupant's employees, agents, invitees, family members, guests or pets. Owner does not and cannot carry insurance on Occupant's property. Owner is not an insurance agent and its employees cannot make any representations or commitments to Occupant as to coverage afforded by Occupant's insurance, and Occupant agrees not to rely on any statements made by Owner's employees regarding same. Occupant will direct all questions and/or comments concerning Occupant's insurance and coverage to the insurance company or its designated representatives. Occupant understands and agrees that on any insurance sold at Owner's storage facility, Owner receives compensation relating to the sale of such insurance. Insurance application forms may or may not be available to Occupant from Owner. Owner is not obligated to provide such insurance application forms. Occupant agrees that Occupant's failure to purchase such insurance policy is a material breach of this Rental Agreement. For vehicles, Owner may or may not provide an endorsement for coverage for vehicle replacement cost. If such coverage is not available, it shall be the Occupant's responsibility to provide such insurance.

12. **Subrogation.** Occupant waives insurance subrogation and releases Owner from all liability for all claims covered by Occupant's insurance. Occupant's insurance carrier for property stored by Occupant in or on Owner's storage facility premises will not be subrogated to any claim of Occupant against Owner or Owner's officers, agents, or employees. Owner's agents and employees are not allowed to do manual work for Occupant. If Owner's employees are requested to render services not contemplated in this Rental Agreement, Occupant will hold Owner harmless.

13. **Limitation of Value.** Occupant acknowledges and agrees that Owner's storage facility is not a proper place to store valuable property. As such, Occupant acknowledges and agrees not to store property in or on Owner's storage facility under this Rental Agreement with an aggregate value in excess of \$5,000.00, property with special, emotional or sentimental value, property which cannot be easily replaced such as but not limited to family heirlooms, or any property that the loss of which would cause Occupant or the owner of such property mental anguish, or property that the loss of use of which, or loss of profits from which, would cause monetary damage to Occupant in an amount greater than \$5,000.00, without written consent of the Owner. If such written consent is not obtained from the Owner, Occupant hereby stipulates that the total, actual market value of all of the property stored by Occupant in Owner's storage facility does not collectively exceed the amount of \$5,000.00. Should a court of law or arbitrator find that Owner is liable for damage to Occupant's property or loss of Occupant's property for any reason, Occupant agrees and stipulates that Owner's liability shall not exceed \$5,000.00.

14. **Bodily Injury and Indemnification.** Occupant enters Owner's storage facility at Occupant's own risk. Occupant agrees to exercise due care for the safety and security of Occupant and Occupant's employees, agents, family members, guests and property while in the storage facility. OCCUPANT AGREES THAT OWNER WILL NOT BE LIABLE FOR, AND OCCUPANT HEREBY RELEASES, INDEMNIFIES AND HOLDS OWNER HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, SUITS, COSTS, ATTORNEYS' FEES, OR DAMAGE FOR BODILY INJURY, INCLUDING DEATH, TO OCCUPANT OR TO OCCUPANT'S EMPLOYEES, AGENTS, INVITEES, FAMILY MEMBERS, GUESTS OR PETS CAUSED IN ANY WAY, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED BY OWNER'S OWN NEGLIGENCE.

15. **Owner's Limited Right of Entry.** Owner may enter Occupant's rental unit or parking space under any of the following circumstances: (1) express authority granted by Occupant to Owner; (2) Owner has made written request to Occupant for access to Occupant's rental unit for inspection, repair, or improvements to the storage facility and Occupant has failed to provide access to Occupant's rental unit at the times and dates requested, which may be no sooner than seven (7) days after Owner has made such written request; (3) in the event of an emergency. "Emergency" in this context means when Owner reasonably believes there is imminent danger to persons or property or a health hazard caused by such things as (but not limited to) the storage of food, fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives, ammunition, spoiled food, carcasses, volatile chemicals, fuel or other highly flammable substances in containers not approved by Owner, or any of the items set forth in Section 37 of this Rental Agreement that may be causing imminent danger to persons or property or a health hazard; (4) In the event Owner is presented with a directive from law enforcement such as a search warrant from a health or law officer; (5) Owner is exercising Owner's lien pursuant to Section 20 of this Rental Agreement, otherwise, Owner may not access Occupant's rental unit.

Occupant agrees that when Owner has the authority to enter under this Section, and when it is reasonable or necessary to better protect Occupant's property or storage unit, other occupants' property or the storage facility from damage or loss, Owner may cut Occupant's lock and relocate all contents of Occupant's storage unit to another space in the storage facility or other place that is reasonable under the circumstances. Owner shall promptly notify Occupant of an entry and relocation authorized by this paragraph, and unless Occupant is in default under this Rental Agreement, Occupant shall have continued access to such relocated property. If Occupant is in default under this Rental Agreement, Occupant shall be liable to Occupant for costs associated with such entry and relocation.

16. **Release of Information.** Occupant hereby authorizes Owner to release any information regarding Occupant and/or Occupant's occupancy as may be required by law or requested by governmental or law enforcement authorities or agencies or courts.

17. **Lien. PURSUANT TO THE OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT, OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ., OWNER AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A LIEN UPON ALL PERSONAL PROPERTY LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR RENT, LATE FEES, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE SELF-SERVICE STORAGE FACILITY LIEN ACT, THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE.**

18. **Cross-Collateralization.** If Occupant is leasing more than one rental unit or parking space from Owner at any given time, or from one of Owner's affiliates doing business under the trade name "All Storage," the rental units and/or parking spaces within the storage facility and/or within the storage facility of one of Owner's affiliates doing business under the trade name "All Storage" are cross-collateralized. As such, any default in connection with one rental unit or parking space shall constitute default on all rental units or parking spaces entitling Owner and/or Owner's affiliate(s) doing business under the trade name "All Storage" to exercise any and all remedies in connection with such default, as set forth below.

19. **Default.** Occupant shall be in default under this Rental Agreement if: (1) Occupant has failed to pay any sum when due under this Rental Agreement; (2) Occupant has failed to maintain a policy of insurance on Occupant's property as set forth on page one and in Section 11 of this Rental Agreement; (3) Occupant has failed to notify Owner of any change in Occupant's contact information as set forth on page 1 and in Section 4 of this Rental Agreement; (4) Occupant has provided incorrect or false information to Owner in this Rental Agreement or in any changes to Occupant's contact information; (5) Occupant has stored property with an aggregate total market value in excess of \$5000.00 without receiving Owner's written consent to do so pursuant to Section 13 of this Rental Agreement; (6) Failure by Occupant to comply with Sections 2, 3 or 24 of this Rental Agreement regarding termination and move-out duties and damage to Owner's storage facility; (7) Occupant has stored property in or on Owner's storage facility that does not belong to Occupant; (8) Occupant has failed to comply with any other provision of this Rental Agreement or any supplemental rules of the Owner; (9) Occupant has violated health, safety or civil or criminal laws on the storage facility premises, regardless of whether legal intervention has been initiated or of arrest or conviction.

20. **Owner's Remedies upon Default.** If Occupant is in default as set forth above, Owner may: (1) Terminate Occupant's right of possession and/or terminate this Rental Agreement by giving Occupant three (3) days written notice of termination and demand to vacate; (2) Lock Occupant's unlocked unit with Owner's lock and charge a locking fee and daily lock fees as set forth on page one of this Rental Agreement until Occupant places Occupant's lock in the place of Owner's lock; (3) Deny Occupant from accessing the storage facility and/or overlock Occupant's rental unit or vehicle with a wheel boot or other similar device until rent and all other sums due are paid in full (including overlock fees); (4) Exercise any right or remedy, whether legal or equitable, including a suit for eviction or damages or other sums due; and/or (5) **ENFORCE OWNER'S LIEN OVER PROPERTY STORED IN THE STORAGE SPACE PURSUANT TO THE OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT, OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. OWNER SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OWNER BY THE OCCUPANT THAT THE PROPERTY PLACED IN THE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE OF AND IDENTIFY ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. OWNER RESERVES THE RIGHT TO UTILIZE ON-LINE AUCTION SERVICES TO MANAGE THE SALE OF OCCUPANT'S PROPERTY AS A RESULT OF OCCUPANT'S DEFAULT AND THE FORECLOSURE OF OWNER'S LIEN. OCCUPANT CONSENTS TO THE USE OF ON-LINE AUCTION SERVICES. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE, WATERCRAFT, OR TRAILER AND RENT AND OTHER CHARGES RELATED TO THE PROPERTY REMAIN UNPAID OR UNSATISFIED FOR SIXTY (60) DAYS, THE LESSOR MAY HAVE THE MOTOR VEHICLE, WATERCRAFT, OR TRAILER TOWED. IF A MOTOR VEHICLE, WATERCRAFT, OR TRAILER IS TOWED AS AUTHORIZED IN THIS SECTION, OWNER SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE, WATERCRAFT, OR TRAILER OR ANY DAMAGES TO THE MOTOR VEHICLE, WATERCRAFT, OR TRAILER ONCE THE TOWING SERVICE TAKES POSSESSION OF THE PROPERTY.**

**OCCUPANT CONSENTS TO ALLOW ANY AND ALL NOTICES PROVIDED BY OWNER TO OCCUPANT UNDER THIS RENTAL AGREEMENT TO BE SENT VIA EMAIL IF OCCUPANT PROVIDED AN EMAIL ADDRESS ON PAGE 1 OF THIS RENTAL AGREEMENT.**

If a creditor of Occupant has a lien on Occupant's property and the lien is recorded, Owner may, upon payment by the creditor of all sums due by Occupant, turn over possession of such property to such creditor.

21. **Redemption.** Occupant may redeem property up until the time the gavel falls on the foreclosure sale if Occupant pays all sums due and owing to Owner. Owner has no bailee or safekeeping duties for redeemed property. If there are multiple rental agreements, Occupant may redeem under one agreement without having to redeem under all. If Owner has mailed Occupant notice of date, time and place of sale, and if Occupant redeems prior to sale, Owner may

terminate this Rental Agreement at the time of redemption by hand-delivering to Occupant or Occupant's redemption agent a 3-day written notice to vacate; if Occupant fails to move out, Occupant shall pay regular rent, prorated daily, until the actual move-out date, plus: (1) an extra \$3.00 per day for up to thirty (30) days beginning on the date of the move-out notice, (2) any additional amounts that are due and owing to Owner per the terms of this Rental Agreement.

22. **Abandonment.** (1) Occupant has abandoned Occupant's storage unit if ALL of the following occur: (i) Occupant has given Owner written or oral move-out notice; (ii) Occupant's locks have been removed from the unit by someone other than Owner; and (iii) the move-out date or termination date has passed. (2) Occupant has also abandoned Occupant's storage unit if ALL of the following occur: (i) Occupant has not paid rent or other sums due; (ii) Occupant's locks have been removed by someone other than Owner or has been removed by Owner after giving statutory notice of claim; and (iii) Occupant's rental unit is empty, or contains nothing of value to the ordinary person. (3) Occupant has also abandoned the rental unit when Occupant relinquishes all rights to the content of the rental unit. In the event Occupant has abandoned Occupant's rental unit, Owner may cut any remaining locks, enter the rental unit and dispose of its contents. Any property left unattended outside a rental unit in the storage facility overnight or for more than a twenty-four (24) hour period may be disposed of at Owner's option. Occupant hereby waives and releases any claims or actions against Owner for disposal by Owner of property that is abandoned by Occupant.

23. **Deposits/Refunds.** Deposits are not advanced rentals. Deposits do not bear interest or limit Occupant's liability for damages or other sums due. Unless an addendum to this Rental Agreement provides otherwise, the conditions for refunding prepaid rent are as follows: (i) Occupant must give Owner ten (10) days prior to Occupant's due date written notice of Occupant's intent to move out; (ii) Consistent with Section 3 of this Rental Agreement, Occupant must give Owner written notice of actual move-out within twenty four (24) hours after moving out; (iii) Occupant's lock(s) locks must be removed on or before move-out date or if the lock(s) belong to Owner, the lock(s) must be returned to Owner; (iv) Occupant must not leave any trash in the rental unit or otherwise in or on the storage facility premises consistent with Section 3 of this Rental Agreement; and (v) Occupant must be current on all obligations of this Rental Agreement at the time of move-out. Please allow thirty (30) days for return of refundable rent and/or deposit which will be delivered to the physical address provided by Occupant on page 1 of this Rental Agreement unless directed by Occupant to deliver elsewhere in the written move-out notice provided by Occupant to Owner. Prepaid rent will only be refunded for any months that have not already been used by Occupant. If Occupant terminates or vacates prior to the end of a month for which Occupant has already paid, no refund will be provided by Owner to Occupant for the part of the month not rented or used by Occupant.

24. **Occupant's Responsibility for Damage to Storage Facility/Cleanup Costs.** Occupant shall pay for damage to Occupant's storage unit, parking space, any other occupants' storage unit or parking space or to the storage facility caused by Occupant, or Occupant's employees, agents, family members, guests, invitees, or any of their pets. Until damage to the storage facility is paid in full, Owner may deny Occupant and Occupant's employees, agents, family members, guests, invitees from accessing the storage facility and overlock Occupant's storage unit or parking space immediately after discovery of damage for which Occupant or Occupant's employees, agents, family members, guests, invitees are responsible. Should Occupant damage or depreciate the rental unit or storage facility, or make alterations or improvements without the prior consent of the Owner, or require Owner to incur costs to clean a rental unit upon termination or otherwise, or to incur costs to repair unauthorized modifications and/or alterations to the storage unit or storage facility, then all costs necessary to restore such unauthorized modifications, alterations or to clean up the rental unit upon termination shall be borne by the Occupant. Occupant agrees that should Occupant cause any damage to a rental unit or the storage facility, or to incur cleanup costs, that Occupant shall pay for such cleanup costs and/or to repair such damage within five (5) days of receipt of being invoiced by Owner. Owner has the right, upon nonpayment of such invoice, to add the amount of said invoice to Occupant's account as rent. Occupant understands and acknowledges that Occupant's failure to pay such invoice is a default under this Rental Agreement which may result in a possible foreclosure and sale of the Occupant's property, that Owner may use a collection agency to collect unpaid invoices if Occupant has moved out, and Owner reserves the right to exercise any and all legal remedies which may be available to Owner to collect and recover such costs.

25. **Hours of Operation and Access.** Hours of access to the storage facility are posted at the office. At Owner's discretion, the storage facility may be closed on holidays and may be temporarily closed due to inclement weather conditions or impending natural or accidental disasters or other casualty. Special hours of access may be granted for one or more Occupants, at Owner's discretion. Upon discovery by Owner, access will be denied to any party other than Occupant who does not possess the gate code and key or combination to the Occupant's storage unit or who has not supplied Owner with written authorization from the Occupant to enter Occupant's rental unit. Otherwise, only a court order will be sufficient to permit access to others. Occupant's access to the storage facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the storage facility 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 storage facility premises. Owner is not liable for malfunction of mechanical or electrical devices which control facility gates; but Owner shall proceed diligently to repair after a problem is discovered by Owner. Owner has no duty to remove ice, sleet or snow, but at Owner's option Owner may remove same in whole or in part, with or without notice.

26. **No Subletting or Assignment.** No subletting and no assignment of this Rental Agreement is permitted.

27. **No Special Provisions, No Waiver.** No special provisions exist unless attached as an addendum to this Rental Agreement or as supplemental rules. Occupant acknowledges that Owner's agents and employees do not have the authority to waive any provisions of this Rental Agreement or to alter, amend, or terminate this Rental Agreement or to make promises, representations, or agreements which impose any duties on Owner, such as but without limitation a duty of security or any other obligations on Owner unless done in writing in accordance with this Section. No waiver by Owner, Owner's agents, employees or representatives of any breach or default in the performance of any covenant, condition or term 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.

28. **Changes to This Rental Agreement.** Occupant agrees that Owner may unilaterally make changes to this Agreement, provided that notice of such changes is provided by Owner to all of Owner's Occupants. Occupant further agrees that Owner may change rental dates, due dates and the timing and amounts of the charges listed on page 1 of this Rental Agreement by hand-delivering to Occupant or by sending notice to Occupant via regular mail, or email if Occupant has provided an email address to Owner for any notices to be delivered to Occupant from Owner on page 1 of this Rental Agreement at least thirty (30) days prior to the effective date of such changes. If Owner follows such notice procedure, this Rental Agreement shall automatically continue thereafter on a month-to-month basis as before unless and until the revised Rental Agreement is terminated by either party in accordance with Section 2, and such revised Rental Agreement, including but not limited to any increases in rent and other changes, shall not require Occupant's signature to become effective.

29. **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 faxing, phoning, emailing, texting and using social media to communicate with Occupant (including automated texts or calls) with marketing and/or other business-related communications, including collection notices.

30. **Miscellaneous.** This Rental Agreement is the entire agreement and there are no additional or oral agreements between Owner and Occupant. Any modification to this Rental Agreement must be made in writing. Time is of the essence. Oklahoma law governs this Rental Agreement. Invalidity of one part of this Rental Agreement does not invalidate the entirety. Omission of initials does not invalidate this Rental Agreement. All remedies are cumulative, and the exercise of election or exclusion of other remedies. Payment of all sums is an independent covenant. This Rental Agreement is subordinate to all storage facility mortgages and is binding on the parties' heirs, assigns, and successors. All persons signing this Rental Agreement represent that they have the requisite authority to execute

it and to legally obligate Owner and Occupant, respectively, to the Rental Agreement. Occupant agrees that any reference in this Rental 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 non-electronic form. If not signed with an original signature above and an electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Rental Agreement as if Occupant signed this Agreement in writing. Occupant further agrees that no certification authority or other third-party verification is necessary to validate their e-signature and 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. Occupant shall reimburse Owner for all attorneys' fees, costs and expenses incurred by Owner in defending or responding to claims or actions brought by third parties to recover property stored in Occupant's rental unit or parking space or clarifying whether a court order regarding Occupant's rental unit or parking space applies to Owner.

31. **Legal Disputes.** In the event of a legal dispute between Occupant and Owner, Occupant and Owner agree that Owner, at Owner's sole option, may require any claims brought by Occupant against Owner to be resolved by final and binding arbitration that is brought before a single mutually agreeable arbitrator. Owner and Occupant further agree that in the event Owner invokes its option to refer any legal dispute to arbitration, that Owner and Occupant shall bear their own costs and fees, including travel expenses, out of pocket expenses, witness fees and attorneys' fees and expenses. The fees and expenses of the arbitrator shall be shared and borne equally by the Owner and Occupant, provided that Occupant shall be liable to Owner for Owner's reasonable attorneys' fees and costs, including arbitration costs, in the event Owner is damaged by Occupant's breach of this Rental Agreement. Such damage resulting from Occupant's breach of this Rental Agreement may include, but will not be limited to, simply the attorneys' fees and costs incurred by Owner in bringing claims against or defending against claims brought by Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced, at Owner's option, after Occupant makes written demand on Owner by certified mail within the appropriate prescriptive periods (statutes of limitation) set by law which must include 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. In the event Owner opts to refer the matter to arbitration, the parties shall select the arbitrator from a list of approved arbitrators located within 40 miles of the storage facility. The arbitration will be conducted under the arbitrator's rules for arbitration at the time the arbitrator is selected. **THE PARTIES AGREE THAT BY ENTERING INTO THIS RENTAL 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. The Owner and 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 or the Occupant arising out of or in any way connected with this Rental Agreement, the Occupant's use or occupancy of any rental unit, parking space or the storage facility and any claim involving Occupant's property, claim of bodily injury, or claim of property damage, or the enforcement of any law, ordinance or regulation, except as provided herein. In the event Owner is required to or seeks to judicially evict Occupant, whether such judicial eviction is successful, resolved or determined on the merits by a court, or not, then Occupant shall be liable to Owner for the judicial eviction fee set forth on page 1 of this Rental Agreement and any and all costs incurred by Owner in bringing such eviction action, including reasonable attorneys' fees and costs of court incurred by Owner. In the event any action is instituted or other proceedings are commenced to enforce any term, covenant or condition set forth in this Rental Agreement, or to recover any rent or fee that is due, or to recover possession of Occupant's rental unit or parking space for any default or breach of this Rental Agreement by Occupant, Occupant agrees to pay Owner's reasonable attorneys' fees, costs and expenses in connection with same. Occupant agrees and understands that all causes of action against Owner arising from this Rental Agreement and Occupant's use or occupancy of Occupant's rental unit or parking space, or involving the storage facility property must be commenced within one (1) year after either the claim arose, the Rental Agreement has been terminated or the Occupant has vacated Occupant's rental unit or parking space, whichever is earlier.

32. **Occupant's Liability.** In the event of a foreclosure of the Occupant's interest in Occupant's rental unit or parking space, it is understood and agreed that the liability of the Occupant for rents, fees, costs, and expenses provided for in this Rental Agreement shall not be relinquished, diminished, or extinguished prior to payment of all sums due in full. Owner may use a collection agency or exercise any and all other legal rights Owner may possess to secure any remaining balance owed by Occupant after application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.

33. **Bankruptcy.** In the event that Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against Occupant, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any other legal action wherein the right to use of the storage facility and occupancy of Occupant's storage unit or parking space is an issue, then, at the option of Owner, this Rental Agreement shall terminate, and Occupant shall have no right, title or further interest in Occupant's storage unit or parking space.

34. **Financial Information.** Owner does not warrant or guarantee that any financial information (credit card, checking account, etc.) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

35. **Military Service.** If Occupant is in the military, Occupant must provide written notice to Owner on page 1 or by and through some other means. Owner will rely on this information to determine the applicability of the Servicemember's Civil Relief Act. Occupant understands and acknowledges that Occupant's failure to inform Owner in writing that Occupant is in the military is a material breach of this Rental Agreement.

36. **Owner's Rules and Policies.** Occupant and Occupant's agents, employees, family members, guests and invitees shall comply with Owner's rules and policies and with any supplemental rules. Owner may make changes to Owner's rules, policies and any supplemental rules provided that such changes do not change dollar amounts or due dates, such changes apply to all Occupants in the storage facility, and the changes have been posted at the on-site office or sent to Occupant by regular mail or email if Occupant has consented to the use of email for any notices to be delivered to Occupant from Owner on page 1 of this Rental Agreement.

37. **Storage Facility Rules.**

1. Identification.

- (a) Owner may require any person entering the storage facility to sign in.
- (b) Owner may require any person in the storage facility to show such person's current driver's license or other governmental photo identification card.
- (c) Please report any suspicious activity; Owner is not responsible for any acts of vandalism, theft or other crimes of persons entering the storage facility.

2. OWNER MAY EXCLUDE from Occupant's storage unit or from the storage facility:

- (a) Any person who does not have a key or combination to a storage unit and is not with a person who has such key or combination.
- (b) Any person who has a key or combination to a storage unit but does not know the name of the Occupant of such storage unit.
- (c) Any person who is damaging the property of others, disturbing the peace, or is otherwise violating criminal laws.
- (d) Any person who fails to identify themselves using the above-described identification cards

3. Occupant and Occupant's agents, employees, guests, invitees, and family members MUST:

- (a) NOT block driveways.
- (b) NOT park vehicles in fire lanes or in marked no-parking areas.
- (c) NOT leave vehicles or other property outside of Occupant's rental unit or in drive-through buildings unattended, on or idling.
- (d) NOT exceed the five (5) MPH speed limit inside the storage facility.
- (e) NOT work in driveways or parking spaces.
- (f) NOT litter in halls, driveways, dumpster areas or otherwise on the storage facility's premises.
- (g) NOT use dumpsters for disposal of any items which may not be stored in Occupant's unit (see **Storage Rules**, below).
- (h) NOT discharge liquids of any kind in or on the storage facility's premises. (i) NOT use storage facility dumpsters to dispose of off-site refuse, such as but not limited to landscaping debris, grass clippings, construction materials, bedding, furniture, tires, food, etc. Occupant is responsible for off-site disposal of any large items.
- (j) NOT disturb other occupants.
- (k) NOT use any type of electric or gas heater in a storage unit.
- (l) NOT ignite an open flame in or on storage facility property, including but not limited to using camping equipment, cutting torches, kerosene lamps, candles, etc.
- (m) NOT store more than one vehicle in a single parking space.

4. General Rules of the Storage Facility.

- (a) All persons MUST comply with signs that are posted in or on storage facility property.
- (b) All persons MUST wear footwear while on storage facility property.
- (c) Pets MUST be kept in vehicles while on storage facility property, except in the case of guide dogs for disabled persons or animals of Owner or Owner's staff.
- (d) Occupant and Occupant's pets MAY NOT urinate or defecate on storage facility property except in designated restroom areas.
- (e) No bicycling, skateboarding, roller skating or other recreational or sporting activities are allowed on storage facility property.
- (f) Owner's staff MAY NOT perform manual labor for Occupant, such as helping to load, unload or move anything.

4. WITHOUT OWNER'S PRIOR WRITTEN CONSENT, Occupant MAY NOT USE any storage unit or any part of the storage facility for the following:

- (a) Lodging, sleeping, cooking or consumption of alcoholic beverages.
- (b) Business office or full-time work area.
- (c) Parties, gatherings, or meetings for any purpose.
- (d) Practicing or playing musical instruments.
- (e) Garage sales, flea markets, or repeated direct sales from the storage facility.
- (f) Any use that would violate zoning, fire or criminal codes or other laws.
- (g) Sanding, painting, welding, soldering, or operating power tools or other appliances.
- (h) Activities that are classified as a nuisance to Owner, or Owner's other occupants, in Owner's sole judgment.

**IT IS UNLAWFUL TO USE THIS STORAGE FACILITY AS A RESIDENCE.**

### 38. Rules Regarding Regular Storage

1. Occupant MAY NOT STORE under any circumstances any of the following:

- (a) Explosives, fireworks or ammunition.
- (b) Gasoline, fuel, antifreeze, grease or other flammable chemicals. (c) Any living creature or organism, or any dead animal or animal carcass.
- (d) Any corrosive, toxic or hazardous material or waste.
- (e) Any compressed gasses such as but without limitation propane, oxygen
- (f) Asbestos or construction materials containing asbestos.
- (g) Prohibited items specified by the Penal Code of Oklahoma or any other Oklahoma statute, such as weapons.
- (h) Marijuana or other controlled substances/illicit drugs.
- (i) Stolen property and any other item that is illegal to self-store under any law.
- (j) Construction materials, landscaping or lawn debris such as grass clippings, or brush.
- (k) Batteries, whether new or used, or any item that has a battery or batteries in it.
- (l) Items that make excessive noise in Owner's sole judgment.
- (m) Items having a noxious smell, in Owner's sole judgment.
- (n) Food of any kind, to include animal food, canned food, or anything for human, animal, or insect consumption.

2. WITHOUT OWNER'S PRIOR WRITTEN CONSENT, Occupant MAY NOT STORE any of the following:

- (a) Anything with a fuel tank such as but without limitation vehicles, boats, motorcycles, or lawn equipment.
- (b) Gasoline cans or similar containers designed to store or hold combustible fuels or lubricants
- (c) Fertilizers or pesticides.
- (d) Any item that is wet or that could mildew.
- (e) Any item(s) with an aggregate market value in excess of \$5,000.00.
- (f) Any items that are not easily replaced, that are sentimental, or items that the loss of which would cause Occupant mental anguish.
- (g) Any item that is not insured by the Occupant for its full value.
- (h) Any item or property that does not belong to Occupant.

### 39. Rules Regarding Vehicle Storage in units or parking spaces.

Occupant has either been assigned a specific space or unit defined in Paragraph 3 or has been granted permission to park Occupant's Vehicle(s) in a designated area of the Facility, in either case (the 'Premises'). If the Premises is striped, Occupant agrees to ensure that Occupant parks in the assigned Premises and parks the Vehicle(s) in between the striped lines.

In the event Occupant either fails to park in its assigned space, parks "across the parking stripe," or parks in a manner other than as directed by Owner, by which Occupant blocks ingress or egress of other occupant(s), Owner or Owner's agents, then Owner shall have the following additional rights:

- (a) to move or remove the Vehicle(s) from the Leased Premises or the Facility, at Occupant's expense, in order to allow other occupants access to



their Premises.

(b) to consider the Occupant in default as defined by Paragraph 20 of this Rental Agreement; or

(c) to charge an additional service charge for inconvenience and time consumed per day in the amount described in Additional Fees for each and every day that Occupant's Vehicle(s) is not parked in conformance with the terms and conditions of this Rental Agreement and the attached Rules and Regulations.

Occupant agrees to notify Owner immediately, if upon return to the Facility Occupant finds its Premises occupied by another vehicle or unusable.

Occupant agrees that so long as Owner provides alternative arrangements for parking/storing the Vehicle(s) until the unusable condition is resolved, this condition shall not constitute a default by Owner under this Agreement.

Motor vehicles and boats are not permitted to have engines run inside the storage space except upon entry or departure.

- No portable fuel containers are allowed in the space.
- All fuel tanks must be kept full at all times and must not have any leaks.
- No smoking is allowed in any enclosed storage spaces.
- Interior walls and floors must be protected from oil or spills.

Prohibit storing vehicles that aren't drivable, or in need of repair or otherwise inoperable.

Require use of blocks under the wheels of each vehicle to avoid movement

Required to securely attach a car cover or tarp with bungee cords or rope, on vehicles being stored in outside parking spaces

Occupants cannot store tanks or cans of liquids and lubricant, tires, or chemicals in or around the parking space.

If Occupant's vehicle is leaking, Occupant is required to put a drip pan or absorbent pad under the leaking part.

Prohibit storing any item that is not insured by the Occupant for its full value.

Prohibit storing any item in a unit or parking space that does not belong to Occupant.

Occupant and Occupant's agents, employees, guests, invitees, and family members MUST:

NOT park vehicles in fire lanes or in marked no-parking areas

NOT hang over into the fire lane or extend over or out of their assigned space.

NOT work in driveways or parking spaces.

NOT discharge liquids of any kind in or on the storage facility's premises.

NOT store more than one vehicle in a single parking space regardless of the size of the space.

**40. In the event that Occupant has sought and received written consent from Owner to store property that does not belong to the Occupant in or on storage facility premises, Occupant MUST provide Owner with the name, address, phone number and email of the owner of such property.**

**41. Towing.** Anything subject to licensure (such as an automobile, motorcycle, boat or trailer) that is parked in violation of the rules stated in Section 37 & 39 of this Rental Agreement may be towed under Oklahoma law.

**42. Other Promotional, Move-in & Rental Offers.** Any invitation or offer providing rental discounts, move-in specials, promotions or guarantees, including without limitation "\$1 move-in," "free month," "first month free," "first month's rent free," "50% off first month's rent," "50% off 2 months," "50% off 3 months," or "free move-in," is subject to the following: Limited to designated units at designated facilities. No substitutions are permitted. Offers are subject to availability of spaces and only available to new customers signing and entering into the All Storage Rental Agreements. Offers are not available to existing occupants or occupants requesting to relocate within the facility. Offers are only available once per unit, per occupant. Offers apply to base monthly storage fees only. Offers exclude any applicable costs of merchandise, additional services, administrative fees, taxes, Occupant insurance, payments, and incidental costs of labor, transportation, or similar costs. To the extent the terms of the All Storage Rental Agreements conflict with these Terms, the All Storage rental agreements shall prevail. To the extent any other terms set forth in any other agreement or in any oral communications relating to the Services contemplated by these Terms conflict with these Terms (with the exception of the All Storage rental agreements), these Terms shall prevail.

**43. Business Rental.** In the event the unit or parking space is for a business, the name of the business and who will be the Occupant should be listed on the 1st page of the lease. Occupant must fill out the Business Addendum listing authorized users.

**44. Package Delivery Acceptance.** Occupant authorizes Owner to have a key to Occupant's space, and to unlock the space so that Owner or persons or firms wishing to deliver goods to Occupant may unload and store them in Occupant's space without Occupant present. Owner will accept only two (2) deliveries per week. Deliveries are not to exceed ten (10) items per delivery unless the delivering company delivers those items directly to the Occupant's space. Deliveries shall not exceed 25 pounds per package or 4 feet in width, length, or height, unless the delivering company delivers those items directly to the Occupant's space. No hazardous materials or waste materials will be accepted or delivered to space. For any delivery Occupant receives thereafter, Occupant agrees to pay Owner \$2.00 per package. Packages not delivered to the Occupant's space directly by the delivery company will not be delivered immediately to the Occupant's space. All packages valued over \$200 must be delivered directly to the Occupant's space by the delivering company. Owner is not a bailee and has no bailee or safekeeping duties. Owner is not liable for any damages to unit, packages, or any lost, missing, or stolen packages. Occupant expressly agrees that this term is a material term to the addendum and agrees to it in exchange for the privilege of having packages delivered to its rented space. Owner reserves the right to refuse delivery, amend this addendum, or take other appropriate action if it determines, in its sole judgment, that Occupant has breached this addendum or is abusing the privilege of having packages delivered to its rented space. Occupant agrees to indemnify the facility owner, any management company, employees and agents for any damages, including attorney's fees, incurred by the facility or its managers, agents or employees related to agreement regarding business deliveries.

**THE OKLAHOMA SELF-SERVICE STORAGE FACILITY LIEN ACT, OKLA. STAT. ANN. TIT. 42, § 191 ET SEQ., GOVERNS THE SELF-STORAGE LIEN PROCESS. A COPY OF THE STATUTE CAN BE FOUND AT <http://www.oklegislature.gov/>**

