

# RENTAL AGREEMENT

(C) Pogoda Management Company

**THIS RENTAL AGREEMENT (hereinafter called "Agreement")** dated \_\_\_\_\_ is made by and between \_\_\_\_\_ (hereinafter called "Landlord") and \_\_\_\_\_ (hereinafter called "Tenant").

## 1. TENANT INFORMATION:

(This information can only be changed by written, signed notice from the Tenant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

Storage Space #: \_\_\_\_\_  
Approx. Size: \_\_\_\_\_

Phone Number: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Access code: \_\_\_\_\_  
Monthly Rent: \_\_\_\_\_

**By electing to provide its e-mail address, Tenant agrees that notice by Landlord may be given to Tenant via e-mail**

Driver's License/State I.D.: \_\_\_\_\_  
Monthly Service Fee Re: \_\_\_\_\_

Administration Fee: \_\_\_\_\_  
Xercor Protection Plan: \_\_\_\_\_

YOU SHOULD SUPPLY US WITH THE NAME AND ADDRESS OF ANOTHER PERSON WHO CAN REACH YOU IF YOU ARE NOT AT YOUR MAILING ADDRESS, AND WE WILL NOTIFY THAT PERSON AT THE SAME TIME AND IN THE SAME MANNER AS WE NOTIFY YOU.

PAID THRU: \_\_\_\_\_

**RENT IS DUE ON THE \_\_\_\_\_ OF EACH MONTH**

**Total Received:** \_\_\_\_\_

Alternate contact information:

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

Are you currently in the U.S. military? YES:\_\_\_ NO:\_\_\_ (Must provide military ID)

If you are a member of the armed forces, a reserve branch of the armed forces or the Indiana National Guard who is transferred or deployed overseas on active duty for a period of 180 days or more, you may provide notice with written evidence of the transfer or deployment to the Landlord in order to prevent the contents of your storage space from being sold for non- payment of rent during your transfer or deployment.

Initial if you would like either option listed below

\_\_\_\_ Monthly invoice sent to you (\$1.00 charge per month)

\_\_\_\_ Automatic credit card billing: \_\_\_\_\_

Card #: \_\_\_\_\_ Security code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Tenant authorizes Landlord to keep Tenant's signature on file and charge the above credit card for the rent and administration and service fees on or related to Tenant's storage space each month ("monthly charges") until Tenant gives written notice to Landlord to discontinue automatic monthly charges to Tenant's credit card. Tenant understands that if Tenant's credit card is declined for any reason, Tenant is responsible for monthly charges and any and all late charges that may accrue on Tenant's account.

MAIN ITEMS BEING STORED IN UNIT:

Will your storage unit contain any of the following items: Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools. YES:\_\_\_ NO:\_\_\_

Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required) YES:\_\_\_ NO:\_\_\_

Enter VIN or Registration number:\_\_\_\_\_

**LIENHOLDERS:** Are you the owner of the belongings that will occupy the space? YES:\_\_\_ NO:\_\_\_

If "NO", the owner's name and address must be provided in the following section. Tenant attests that the personal property in his/her space(s) is free and clear of all liens and secured interests except for: \_\_\_\_\_

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

2. **TERM:** Landlord rents to Tenant, beginning on \_\_\_\_\_ and ending one month after said date, that certain storage space designated as shown in Paragraph 1 above, subject to the terms and conditions of this Agreement. Should Tenant hold over and retain the premises beyond the term set forth herein, Landlord may elect to continue this Agreement on a month-to-month basis, or may terminate or exercise any other available remedies. Landlord is not providing any services to Tenant pursuant to this Agreement other than renting the Space to the Tenant.

3. **RENTAL:** Tenant shall pay Landlord the monthly rent shown in Paragraph 1 above. The initial rental payment, as computed above, shall be paid on the date of execution of this Agreement; thereafter, all rent shall be paid on or before the monthly anniversary of the date of execution of this Agreement. No monthly statements or reminders will be sent by Landlord unless selected above by Tenant. **Tenant understands that rent is NOT pro-rated at the time of move-out and a partial month's unused rent is NOT refundable.** Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Tenant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the sale of Tenant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment on Tenant's account prior to the published auction date will stop the scheduled sale of the property. Landlord reserves the right from time to time to change the rental rate charged at the initial term of this Agreement. **Rent payments made after the Landlord's normal and/or posted office business hours will be credited to the Tenant's account on the next business day.**

4. **OTHER CHARGES:** Tenant agrees to pay applicable late charges as set forth in Paragraph A below, plus any other applicable charges set forth in Paragraph B or elsewhere in this Agreement. Late fees apply with or without notice.

**A. Late and Auction Charges:** If Tenant fails to pay rent before or on the fifth (5th) calendar day after said rent is due, a late fee of \$20.00 or 20% of the Tenant's rental rate, whichever is greater, will be charged to the Tenant's account. Said late charge shall be considered liquidated damages and reasonable and are not a penalty. Late charges will be applied to the Tenant's account each month Tenant's account is delinquent and shall be cumulative. Landlord's over-lock will be removed on the next business day after a delinquent account is paid in full. Tenant shall be charged an **Inventory/Sale** preparation charge of \$50.00 to cover the cost of actions described in the Paragraph on Landlord's Lien, in addition to any other amounts due, as early as the thirty-fifth (35th) day after said rent is due. **Returned check charge** shall be \$20.00 for each returned check or whatever greater amount is allowed by IN state law. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

**B. Security Deposit:** In no event is Landlord obligated to apply the security deposit against rents, late charges, returned check charges, or upon damages for the Tenant's failure to perform this Agreement; however, the Landlord may so apply the security deposit at its option. The Landlord's right to take possession of the premises and the contents thereof for non-payment of rent or any other reason shall not, in any event, be affected by reason of the fact that the Landlord holds the security deposit. To the extent that the Landlord does not apply the security deposit as provided herein, said deposit is to be returned to Tenant if and only if Tenant (i) gives written notice of termination of this Agreement ten (10) days prior to the date on which Tenant terminates, and (ii) upon termination, Tenant vacates the premises on said day in a clean and empty condition with Tenant's lock removed, satisfactory to Landlord, and (iii) Tenant has complied with the terms and conditions of this Agreement, and the rules and regulations posted at the facility. Landlord shall not be obliged to keep the security deposit as a separate fund.

5. **TERMINATION:** This Agreement shall continue from month to month unless Tenant or Landlord delivers to the other party a written notice of its intentions to terminate the agreement. Three (3) days prior written notice given by Landlord or Tenant to the other party will terminate the tenancy. Landlord may immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) if Tenant is in breach of this Agreement or in the event that Tenant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Landlord-prohibited behavior that threatens the safety of other Tenants and/or the preservation of the facility. Landlord may also exercise immediate termination rights (including denial of vehicle gate access to the facility and denial of access to the storage space) in the event that Tenant utilizes the storage space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the facility. Upon termination of this Agreement, the Tenant shall remove all property from the Space (unless such Property

is subject to the Landlord's lien rights as referenced herein), and shall deliver possession of the Space to the Landlord on the day of termination. Landlord does not prorate partial month's rent. Tenant must vacate the space no later than the day before the anniversary date of this Agreement or another month's rent is due. Tenant is responsible for all rent and other charges as long as Tenant's lock remains on the storage space. If the Tenant fails to fully remove its property from the storage space within the time required, the Landlord, at its option, may without further notice or demand, either directly or through legal process, reenter the Tenant's storage space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Upon vacating, Tenant must leave the storage space empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean storage space upon vacating, Tenant shall pay the actual cost of emptying and cleaning storage space in addition to any other amounts due per the provisions of this Agreement. Rent and other fees will continue to accrue until Tenant's lock is removed from the space.

**6. DENIAL OF ACCESS:** Landlord may deny Tenant access to the storage space when rent is more than thirty (30) days past due. Additionally, if Tenant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Landlord to deny access to Tenant to all rented Spaces. No bailment or higher level of liability is created if Landlord overlocks the Tenant's lock, thereby denying the Tenant access to the storage space. If Landlord terminates this Agreement as provided for herein, Landlord has the right to deny vehicle access entry to the facility during the termination period and control Tenant's access on the facility, including, but not limited to, requiring Tenant to be escorted by Landlord's agents or employees while at the facility.

**7. USE OF STORAGE SPACE:** Landlord is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to use the space for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Tenant agrees not to commit waste, nor to create a nuisance, nor alter or affix signs on the space, and will keep the space in good condition during the term of the Agreement. **Tenant agrees not to store flammables, stolen property, perishables, guns, explosives, ammunition, anything alive or dead, food of any type, perishables, collectibles, heirlooms, jewelry, works of art, or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the property in the storage space.** There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. Tenant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space or interfere with the use of the Facility by other tenants. Tenant shall use electrical outlet for lighting purposes only and shall not engage in any activity that interferes with the use of the facility by other Tenants or the Landlord. Tenant understands the premises is not heated or cooled, unless Tenant is renting a storage space specifically designated as such by Landlord. To use any cooking, heating, or cooling device is prohibited without the consent of Landlord. The Tenant will indemnify and hold the Landlord 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 Tenant's lease of the storage space and use of the facility or from any activity, work or thing done, permitted or suffered by the Tenant in the storage 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 Landlord, Tenant agrees not to conduct any business out of the storage space and further agrees that the storage 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. Without limiting the foregoing, Tenant shall not (and shall not permit any person to) use the storage space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. Violation of any provision in the paragraph shall be grounds for immediate termination of this Agreement.

**8. LIMITATION OF VALUE:** Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Landlord. If such written permission is not obtained, the value of Tenant's property shall be deemed not to exceed \$5,000. The Tenant agrees that the maximum value for any claim or suit by the Tenant, 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. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything after the release of Landlord's liability set forth below.

**9. HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity as set forth above specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

**10. LANDLORD'S LIEN: AS PROVIDED PURSUANT TO INDIANA CODE §26-3-8-0.5 THROUGH 26-3-8-16, THE OWNER HAS A LIEN UPON ALL PERSONAL PRESENT IN THE FACILITY FOR: 1) RENT, LABOR, OR OTHER CHARGES THAT ACCRUE IN CONNECTION WITH THE PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT, INCLUDING ANY: (A) LATE FEE IMPOSED UNDER IND. CODE ANN. § 26-3-8-11.5(A); AND (B) RENT COLLECTION COSTS OR EXPENSES DESCRIBED IN SECTION IND. CODE ANN. § 26-3-8-11.5(B)(1); (2) EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY; AND (3) EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY UNDER CHAPTER 1, ARTICLE 4, TITLE 25 OF THE ANNOTATED INDIANA CODE, INCLUDING ANY LIEN ENFORCEMENT COSTS OR EXPENSES DESCRIBED IN IND. CODE ANN. § 26-3-8-11.5(B)(2). PERSONAL PROPERTY STORED IN THE TENANT'S SPACE MAY BE SOLD OR OTHERWISE DISPOSED OF IF OCCUPANT IS IN DEFAULT. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. ENFORCEMENT OF THE OWNER'S LIEN MAY BEGIN IF THE RENT AND OTHER CHARGES DUE UNDER THIS AGREEMENT REMAIN UNPAID FOR THIRTY (30) CONSECUTIVE DAYS AND TENANT'S PROPERTY MAY BE SOLD OR**

**OTHERWISE DISPOSED OF TO SATISFY SUCH LIEN AFTER NINETY (90) DAYS OF DEFAULT. OWNER'S LIEN MAY BE ENFORCED BY SENDING WRITTEN NOTICE TO THE TENANT, BY VERIFIED MAIL OR BY ELECTRONIC MAIL TO THE TENANT'S LAST KNOWN ADDRESS, OF THE OWNER'S CLAIM SHOWING THE AMOUNT DUE AT THE TIME OF THE NOTICE AND THE DATE WHEN THE SUM BECAME DUE. TENANT SHALL HAVE THIRTY (30) DAYS FROM THE DATE OF THE MAILING OF THE NOTICE TO PAY THE BALANCE DUE OR THE PROPERTY SHALL BE ADVERTISED FOR PUBLIC SALE AND SOLD AT PUBLIC AUCTION OR OTHERWISE DISPOSED OF. BEFORE ANY SALE OR OTHER DISPOSITION OF PERSONAL PROPERTY PURSUANT TO THE INDIANA LAW, THE TENANT MAY PAY THE AMOUNT NECESSARY TO SATISFY THE OWNER'S LIEN AND THE REASONABLE EXPENSES INCURRED AND THEREBY REDEEM THE PERSONAL PROPERTY. OWNER MAY DENY TENANT ACCESS TO THE RENTED SPACE IF THE TENANT HAS BEEN IN DEFAULT CONTINUOUSLY FOR THIRTY (30) DAYS. The following publicly available website (or other website specified by the Landlord by written notice to the Tenant) may be used by Landlord to advertise and to conduct the bidding for any public sale of Tenant's property as provided by law: [www.storageauctionnotices.com](http://www.storageauctionnotices.com). At any time before the sale under this section, Tenant may pay the amount necessary to satisfy the lien and redeem Tenant's personal property. Any payments made to satisfy the lien must be for the full amount owed to Owner and may only be in the form of cash or money order. Tenant acknowledge and agrees that the date of the sale of Tenant's stored property as permitted by state law shall constitute the date of termination of this Agreement. The Landlord is not liable for any damages or claims related to the release, use, or misuse of confidential, proprietary or personal identification information contained in any documents or other media stored by a tenant in the facility or unit after the sale or other disposition of the documents or media. If Landlord reasonably believes that a storage space contains any documents or other media containing confidential, proprietary, or personal identification information, the Landlord is authorized to destroy any or all of the documents or media in lieu of a sale. Landlord may dispose of said property in any manner considered appropriate by Landlord in its sole discretion. Owner reserves the right to utilize on-line auction services to manage the sale of Tenant's property as a result of Tenant's default and the foreclosure of Owner's lien. Tenant consents to the use of on-line auction services.**

**MOTOR VEHICLE/WATERCRAFT: IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A MOTOR VEHICLE OR WATERCRAFT AND THE TENANT HAS FAILED TO PAY THE AMOUNT DUE AFTER THE EXPIRATION OF THE TIME IN THE NOTICE SENT TO THE TENANT, LANDLORD MAY HAVE THE PROPERTY TOWED IN LIEU OF FORECLOSING ON THE LIEN. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED AS AUTHORIZED IN THIS SECTION, LANDLORD SHALL NOT BE LIABLE FOR THE MOTOR VEHICLE OR WATERCRAFT OR ANY DAMAGES TO THE MOTOR VEHICLE OR WATERCRAFT ONCE THE TOWER TAKES POSSESSION OF THE PROPERTY.**

**11. CARE OF THE PREMISES:** Tenant, Tenant's agents, employees, invitees and/or guests, will maintain the premises in good condition, reasonable wear and tear excepted, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature. **Use of Landlord's dumpster is strictly prohibited without prior permission from the Landlord.** Failure to obtain permission may result in a fee charged to Tenant's account.

**12. DAMAGE BY TENANT:** Tenant is responsible for the cost to repair any and all damage to the storage space, security gate and any other part of the premises caused by Tenant, Tenant's agents, employees, invitees and/or guests. Should Tenant damage or depreciate the space, or make alterations or improvements without the prior consent of the Landlord, or require the Landlord 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 Tenant. Landlord has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Landlord to deny Tenant access to the Space.

**13. INSURANCE: ANY INSURANCE PROTECTING THE PERSONAL PROPERTY STORED WITHIN THE STORAGE SPACE AGAINST FIRE, THEFT, OR DAMAGE MUST BE PROVIDED BY THE TENANT. THE LANDLORD DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this Agreement and is for the benefit of both Tenant and Landlord. **Failure to carry the required insurance is a breach of this Agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance.** Tenant hereby releases Landlord and Landlord's agents and employees from any and all claims for damage or loss to property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Landlord and Landlord's agents and employees in connection with any damage which is or would be covered by any such insurance policy. Tenant may obtain insurance from the insurance company of Tenant's choice. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Tenant against Landlord, Landlord's agents and/or employees for loss of or damage to stored property. Tenant shall provide Landlord with evidence of the required insurance in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Tenant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this Lease. The employees of the Facility are not qualified or authorized to evaluate the adequacy of your Insurance Policy. If Tenant does not carry the required insurance coverage or does not provide Landlord with evidence of an Insurance Policy, then Landlord will enroll Tenant in the insurance program (the "Program") made available at Landlord's facility, offered by Xercor Insurance Services, LLC ("Xercor"), with a minimum amount of coverage. The insurance under the Program is underwritten by Old Republic Insurance Company ("Old Republic"). The Tenant's premium for the insurance purchased under the Xercor Program shall be due and is payable to the Landlord on the same day and in the same manner as the Rent obligation described above. Note that Landlord may receive remuneration for its administrative services in connection with the Program, such as assisting in enrolling Tenant in the Program and collecting the monthly premium. Note also that certain affiliates of Landlord may own a *de*

*minimis* (less than 4%) interest in (i) the Program administrator, Xercor, and (ii) a reinsurance company that reinsures the risk underwritten by Old Republic under the Program. **Notwithstanding the language set forth in this provision, Landlord's Insurance Program shall not apply to motor vehicles, boats, personal watercraft, trailers and any property stored by Tenant in open lots or non-fully enclosed, secured garages or storage units. TENANT AGREES AND UNDERSTANDS THAT PARTICIPATION IN THE XERCOR PROGRAM CAN BE CANCELLED AT ANY TIME UPON TENANT'S PRESENTATION OF PROOF OF INSURANCE FOR ITS STORED PROPERTY.**

**14. RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, vandalism, fire, water damage, flood, hurricanes, rain, tornadoes, explosions, mold, mildew, rodents, insects, malfunction of utilities, alarm or sprinkler systems, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents, and/or employees. It is agreed by the Tenant that this provision is a bargained for condition of this Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Landlord would not have entered into this Agreement.

**15. RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts of negligence of the Landlord, Landlord's agents, and/or employees.

**16. INDEMNIFICATION:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

**17. CONDITION OF PREMISES:** Tenant assumes responsibility for having examined the premises and hereby accepts it AS IS and as being in good order and condition. Tenant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space.

**18. LANDLORD'S RIGHT TO ENTER:** Tenant grants Landlord, Landlord's agents, employees and/or representatives of any governmental authority, including police and fire officials, access to the lease space upon three (3) days advance written notice to Tenant. In the event of an emergency, Landlord, Landlord's agents, employees and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

**19. TENANT'S ACCESS:** Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity, limiting hours of operation, and inspecting vehicles. Notwithstanding installation of such devices, Landlord shall in no event be liable for any damages or injury caused by Tenant's inability to move between floors or to gain access to, or exit from the premises, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. Access will be denied to any party other than the Tenant, unless said party retains gate code and key to lock on Space or has supplied Landlord with written authorization from the Tenant to enter the Space.

**20. LOCKS:** Tenant agrees to use and Tenant shall provide at Tenant's expense the type of lock on the storage space specified by Landlord. Tenant agrees to keep storage space locked when Tenant is not present at premises. If Landlord does not specify a type of lock, Tenant shall provide at Tenant's sole expense, a lock for the space which Tenant, in Tenant's sole discretion deems sufficient to secure the storage space.

**Landlord shall not be liable for loss or damage to property stored in the storage space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any lock recommended by Landlord or purchased from Landlord. No bailment or higher level of liability is created by the recommendation or requirement of the Tenant to purchase a specific type or lock from the Landlord and the Landlord does not take care, custody, or control of the Tenant's property due to the recommendation or requirement to purchase a lock from the Landlord.** Landlord may, but is not required to, lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant. Locks placed by Landlord on a storage space for any reason will only be removed during the Landlord's normal office business hours. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the Space is rendered unsecure in any manner, Landlord may, at its sole option, take whatever measures are deemed reasonably necessary by Landlord to re-secure the access to Tenant's Space. Landlord is not responsible for taking any measures or for notifying Tenant that the Space has become unsecure. The fact that Landlord has taken measures to re-secure the access to Tenant's Space under this paragraph shall not alter the release of Landlord's liability, nor shall such measures be deemed conversion of Tenant's Property in the Space.

**21. CLIMATE CONTROL:** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Landlord does not warrant or guarantee temperature or humidity ranges in the spaces due to changes in outside temperature and humidity. **Do not store property that can be damaged by fluctuations in temperature or humidity in the storage space.** Tenant waives any claim for loss of or damage to stored property from Landlord's failure to regulate the temperature and humidity in the storage space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Landlord.

**22. ENTRY AND EXIT GATE(S):** If automated entrance and/or exit gate(s) are in use at the premises, Tenant understands and agrees that an access code or card must be used by each vehicle that enters or exits the property. Failure to do so may result in a fine of \$50.00 per vehicle. Any access to the Facility outside of access hours is considered trespassing.

**23. PROPERTY LEFT ON PREMISES:** Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in disposing of such property.

- 24. RULES:** Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleaning of the premises, or the preservation of good order on the premises. Tenant agrees to follow all of Landlord's rules now in effect or which may be put into effect from time to time. Tenant agrees to observe the 5 mph speed limit on the premises.
- 25. RELOCATION:** Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.
- 26. SUBLEASE:** Tenant may not assign this Agreement or sublet the premises.
- 27. SEVERABILITY:** It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.
- 28. GOVERNING LAW:** This Agreement shall be subject to and governed by the laws of the State of IN.
- 29. WAIVER:** The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.
- 30. SURVIVAL OF COVENANTS:** All portions of this Agreement, which by necessity are required to be enforced by either party, are enforceable beyond the date of the termination of this Agreement.
- 31. ATTORNEY'S FEES:** In the event the Landlord retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Tenant, the Tenant agrees to pay to the Landlord the reasonable costs, expenses, and attorney's fees incurred in any such action.
- 32. WAIVER OF JURY TRIAL:** Landlord and Tenant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Landlord against Tenant, or Tenant against Landlord on any matter arising out of or in any way connected with this Agreement, Tenant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.
- 33. RULES AND REGULATIONS:** Tenant agrees to be bound by the Rules and Regulations as posted by the Landlord from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.
- 34. NOTICES FROM LANDLORD:** All notices from Landlord shall be sent by first class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant 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 Tenant provides its e-mail address, Tenant consents to the delivery of all notices, including statutory notices, via e-mail. Tenant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Tenant via e-mail rather than by U.S. Mail.** Tenant hereby consents to Landlord phoning, faxing, e-mailing, texting, and using social media to communicate with Tenant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Tenant to provide Landlord with written notice of any change in address (postal or electronic) or their home or mobile phone number.
- 35. NOTICES FROM TENANT:** Tenant represents and warrants that the information Tenant has supplied in the Agreement is true, accurate and correct and Tenant understands that Landlord is relying on Tenant's representations. Tenant agrees to give prompt written notice to Landlord of any change in Tenant's address, any change in the liens and secured interest on Tenant's property in the Space and any removal or addition of property to or out of the Space. Tenant understands he must personally deliver such notice to Landlord or mail the notice by certified mail, return receipt requested, with postage prepaid to Landlord at the address shown on the Agreement or by e-mail only if e-mail is acknowledged by Landlord. Tenant's failure to notify Landlord of any change in physical or e-mail address or telephone number or alternate name, address and telephone number shall constitute a waiver by Tenant of any defenses based on failed to receive any notice.
- 36. CHANGES:** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Landlord ten (10) days prior written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective on the date stated in the Landlord's notice and shall thereafter apply to his occupancy, whether or not the Tenant has agreed to the change in writing.
- 37. MILITARY SERVICE:** IF YOU ARE IN THE MILITARY SERVICE, Tenant must provide written notice to Landlord. Landlord will rely on this information for the Service Members Civil Relief Act. **If Tenant is a Service Member, and Tenant is transferred or deployed overseas on active duty for a period of 180 days or more, Tenant may notify the Landlord of the transfer or deployment. The Tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Tenant is entitled to protections under governing law staying the enforcement of the Landlord's lien.**
- 38. PERSONAL AND FINANCIAL INFORMATION:** Landlord does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, checking account) will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or actions against Landlord for damages arising from the use of said information by others.
- 39. PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Tenant recognizes that Landlord and Tenant are entering to a business relationship as Landlord and Tenant. As such, to the extent any Federal or State law prohibits Landlord from contacting Tenant by phone, fax, e-mail or text, Tenant hereby consents to Landlord phoning, faxing, e-mailing and texting Tenant with marketing and/or other business-related communications (including automated calls and texts. Tenant also consents for Landlord to use social media to communicate with Tenant. **Tenant specifically consents to receiving text messages from Landlord at the cell phone number provided by Tenant in this Agreement or at any other cell phone numbers provided by Tenant to Landlord. Texts from Landlord to Tenant may provide alerts regarding the Tenant's account with Landlord, Tenant's tenancy in the storage space, Tenant's use of the facility, rental or sales promotions from Landlord, and/or the business relationship between Landlord and Tenant. Tenant understands that text messaging rates will apply to any messages received from Landlord. Tenant understands that Tenant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Landlord. Tenant also understands that Tenant or Landlord may revoke this permission in writing at any time. Tenant agrees not to hold Landlord liable for any electronic messaging charges or fees generated**

by this service. Tenant further agrees that in the event Tenant's cell phone number changes, Tenant shall inform Landlord of said change or be liable for any fees or charges incurred. **TENANT INITIALS** \_\_\_\_\_.

**40. STORAGE OF MOTOR VEHICLES:** Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Landlord. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the storage space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Landlord. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Tenant's default, and in addition to all other rights and remedies available to Landlord, Landlord 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. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Tenant's expense. Landlord shall incur no liability to Tenant for causing the vehicle to be removed pursuant to this paragraph.

**41. NO WARRANTIES:** No expressed or implied warranties, guarantees, or representations are given by Landlord, Landlord's agents or employees as to the suitability of the storage space for Tenant's intended use or the nature, condition, safety, or security of the Facility, the storage space, and/or the property in the storage space. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Landlord are not authorized or permitted to make any warranties about the storage space, or any facility referred to in this Agreement. The Landlord's agents' and employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES** and shall not be relied upon by Tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and **NO OTHER WARRANTIES** are given. Tenant acknowledges that neither Landlord nor Landlord's agents or employees have made any representations or warranties, either express or implied, as to the safety of the storage space, the facility, or property stored in the storage space and/or facility, or otherwise and that neither Landlord nor Landlord's agents or employees shall be required to provide any security protection to Tenant or the Tenant's property stored in the storage space and/or at the facility. Any security which Landlord maintains is for Landlord's sole use and convenience and may be discontinued by Landlord at any time without liability or notice to Tenant or any other party. There shall be no liability to the Landlord, the Landlord's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and all other warranties, express or implied, **ARE EXCLUDED** from this transaction and shall not apply to the storage space or the facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected the storage space and the facility, and that Tenant accepts the storage space and the facility **AS IS AND WITH ALL FAULTS**.

**42. ARBITRATION:** In the event of any claim, dispute or lawsuit by Tenant against Landlord (or Landlord against Tenant) arising from Tenant's rental or use of the storage space or this Rental Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. **THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND TENANT AND LANDLORD AGREE NOT TO ACT AS A CLASS- REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT.** Landlord will not request to arbitrate any claim, dispute or lawsuit that Tenant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Landlord may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Tenant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. **The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found [www.namadr.com](http://www.namadr.com).** Tenant understands that Tenant is entitled to a judicial adjudication of disputes with the Landlord with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Landlord and Tenant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. **IF LANDLORD CHOOSES ARBITRATION, TENANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. TENANT IS ALSO GIVING UP TENANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.**

**43. TENANT'S LIABILITY:** In the event of a foreclosure of the Tenant's interest in the storage space, it is understood and agreed that the liability of the Tenant 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 Landlord may use a collection agency thereafter to secure any remaining balance owed by the Tenant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Landlord may dispose of said property in any manner considered appropriate by the Landlord.

**44. ACCESS TO STORAGE SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER:** Landlord reserves the right to deny access to the storage space and/or the facility to all Tenants due to federal, state, or local emergencies or due to inclement weather. Landlord shall incur no liability to Tenant for the denial of Tenant's access to the storage space and/or facility due to federal, state, or local emergencies or inclement weather.

**45. CONDUCT:** Tenant will conduct and communicate in a professional, businesslike manner while at the facility. Abusive or harassing language or conduct by Tenant is a breach of this Agreement, entitling Landlord to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) and to exercise any other remedies provided at law or in equity, including immediate removal of Tenant's property from the storage space and facility. If Tenant authorizes another person to enter the facility and/or Space on Tenant's behalf or is at the facility with the Tenant, then such person(s) shall also comply with this section and all other provisions of this Agreement or rules and regulations relating to conduct at the Facility. Tenant shall be responsible for the conduct of such person(s) who Tenant authorizes to enter the facility and/or storage space or are at the facility with the Tenant. Landlord shall be entitled to

assume that any such person's possession of a key to the storage space and gate code to the facility is evidence of authority to enter Tenant's storage space. If any provision of this Paragraph is violated, Landlord shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the facility and denial of access to the storage space) and to exercise any other remedies provided at law or in equity, including immediate removal of Tenant's property from the storage space and facility.

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

**47. ELECTRONIC SIGNATURE:** Tenant 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, Tenant understands and agrees that Tenant is consenting to be legally bound by the terms and conditions of this Agreement as if Tenant signed this Agreement in writing. Tenant 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 Tenant and Landlord. Additionally, Tenant certifies that he/she is age 18 or above.

**48. LANDLORD'S EMPLOYEES:** Should any of Landlord's employees perform any services for Tenant at Tenant's request, such employees shall be deemed to be the agent of the Tenant, regardless of whether payment for such services is made or not, and Tenant agrees to indemnify and hold Landlord harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Landlord. Notwithstanding that Landlord shall not be liable for such occurrences; Tenant agrees to notify Landlord immediately upon the occurrence of any injury, damage or loss suffered by the Tenant or other persons on or within the Facility.

**49. ENTIRE RENTAL AGREEMENT:** This Agreement contains the entire agreement between Landlord and Tenant and no oral agreements shall be of any effect whatsoever. Tenant understands and agrees that this Agreement may be modified only in writing. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Space for the storage of Tenant's property, and that Tenant has made his or her own determination of such matters solely from inspection of the Space and the Facility. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord, the Manager or by any of their respective agents, employees or affiliates purporting to modify or add to this Agreement.

**TENANT SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MANAGER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Site Name: \_\_\_\_\_  
Site Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Site Phone: \_\_\_\_\_

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

Tenant Name: \_\_\_\_\_  
Tenant Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

Dear \_\_\_\_\_:

WELCOME TO \_\_\_\_\_! We appreciate your business and hope your self storage experience is a positive one! Please familiarize yourself with our policies.

- 1.) Your rent is due on the anniversary date of when you signed your lease. Our goal is for you to never incur late fees. Please ask your self storage specialist about signing up for our "No Late Fee Guarantee Program." Program only good with valid credit card.
- 2.) As customary in self storage, we do not pro-rate on a day to day basis. You must schedule your move-out at least one day prior to your due date.
- 3.) For your safety as well as the safety of other tenants, please remember to maintain the 5 MPH SPEED LIMIT at all times while on the premises.

We are your Self Storage Specialists. Feel free to ask any questions or express any concerns you may have. Please visit us at [www.selfstoragespecialists.com](http://www.selfstoragespecialists.com).

Thank you for your patronage!

Sincerely,

---

OLD REPUBLIC INSURANCE COMPANY

INDIANA SELF STORAGE TENANT INSURANCE ENROLLMENT FORM

Operator: \_\_\_\_\_

Master Policy Number: \_\_\_\_\_

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

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

Unit or Space #: \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE CERTIFICATE OF INSURANCE, I WANT TO ENROLL IN THE SELF STORAGE TENANT INSURANCE PROGRAM UNDERWRITTEN BY OLD REPUBLIC INSURANCE COMPANY AND ADMINISTERED BY XERCOR INSURANCE SERVICES LLC AS FOLLOWS:

Amount of Insurance: \_\_\_\_\_  
Monthly Premium: \_\_\_\_\_  
Insurance Start Date: \_\_\_\_\_

The Amount of Insurance entered above is the limit, or the most we will pay, subject to a \$100 deductible, for damage to your property caused by the Covered Causes of Loss shown in your Certificate of Insurance. In addition, the following Additional Coverages and Additional Covered Causes of Loss are provided and the most we will pay under these coverages are the limits or sub limits shown below, with more detailed descriptions shown in the Certificate of Insurance. Amounts payable under these Additional Coverages and Additional Covered Causes of Loss are part of and not in addition to the Amount of Insurance and are subject to a \$100 deductible.

**Additional Coverages Limit Equals the Following Percentage of the Amount of Insurance Shown Above**

Burglary	100%
Debris Removal	25%
Transit	100%
Extra rental Space	25%

<b>Additional Covered Causes of Loss</b>	<b>Sublimits</b>
Flood	\$1,000
Rodent, Vermin, Moth or Insect Damage	\$500
Mold, Mildew, Fungus or Wet or Dry Rot	\$500

I acknowledge that I have elected to purchase insurance from Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected above is the maximum limit, unless a limit providing less than 100% of the of the Amount of Insurance or a Sublimit as shown above applies. Any loss paid under the Certificate of Insurance is subject to a \$100 deductible. The deductible will be subtracted from the applicable limit or sublimit of insurance. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

I authorize the Owner, landlord, lessor, operator (herein Operator) to collect my Monthly Premium and to submit it to the insurance company on my behalf.

My coverage will begin as of \_\_\_\_\_ for the Amount of Insurance I have selected above, but only after I have properly completed and signed this Enrollment Form, made the first premium payment, and received a Certificate of Insurance. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the Monthly Premium shown above. My insurance will be renewed each month until I terminate the insurance or my lease or rental agreement on the storage unit or space is terminated. I understand that the Monthly Premium is due each month on or before the monthly renewal date and that the Monthly Premium is fully earned each month.

Failure to pay any premium in full each month will result in the cancellation of my insurance, without notice.

I understand that the opportunity to purchase insurance for property stored within a building is available to all tenant/occupants who have entered into a rental or lease agreement with the Operator for enclosed storage unit or space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other locations. Furthermore, certain types of property that I may store in an enclosed storage unit or space are excluded from coverage. It is my responsibility to read the Certificate of Insurance and understand how it may exclude coverage for some of my belongings and for some causes of loss.

I understand that I will receive 90 days of notice of changes in the premium rates, if any, and the new rate shall be payable as my Monthly Premium beginning the month after the 90 day notice period is exhausted. I have received a Self Storage Tenant Insurance program brochure and Certificate of Insurance. I understand the manager and staff at this facility are NOT insurance agents. Please direct any questions regarding the insurance you purchased to Xercor Insurance Services LLC at:

Xercor Insurance Services  
8435 Keystone Crossing, Ste 240  
Indianapolis IN 46240  
Phone #: 1-844-769-2904  
CA License # 0L23065

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in and enrollment form or in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I hereby request to enroll in the Self Storage Tenant Insurance program for the Amount of Insurance shown above. I have voluntarily elected to enroll in this Master Policy Insurance program and I have read and completed this Enrollment Form.

PRINTED NAME: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**INDIANA CERTIFICATE OF INSURANCE SELF STORAGE TENANT INSURANCE UNDER  
MASTER POLICY NUMBER: \_\_\_\_\_**

This is to certify that the tenant named on this Certificate has arranged insurance as hereinafter specified and underwritten by Old  
Republic Insurance Company

**Tenant Name:** \_\_\_\_\_ **Space:** \_\_\_\_\_  
**Customer of:** \_\_\_\_\_ **(facility name) Date:** \_\_\_\_\_  
**Street:** \_\_\_\_\_ **City, State Zip:** \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS FOLLOWS:

**DEFINITIONS:** When used in reference to this insurance, "you" and "your" refer to the person(s) named as tenant in the "rental agreement". "We," "us" and "our" refer to the insurance company. In addition, certain words and phrases are defined as follows:

**AMOUNT OF INSURANCE** - means the coverage limit you selected on the "enrollment form" that you signed, which applies to damage caused by any of the Covered Causes of Loss described below, less the Deductible.

**ENROLLMENT FORM** - means the form titled Self Storage Tenant Insurance Enrollment Form.

**BURGLARY** - means the act of stealing Covered Property by forcible entry into the self storage unit or space described in the "rental agreement".

**OPERATOR** - means the owner, landlord, lessor or "operator" of the self storage facility.

**PREMIUM** - means the amount shown in the "enrollment form" as premium for your insurance.

**RENTAL AGREEMENT** - means the lease or rental agreement executed and in effect between the "operator" and you.

**EFFECTIVE DATE:** This insurance begins on the date shown on the "enrollment form". This insurance shall remain in effect until terminated or cancelled as provided by this Certificate.

**COVERED PROPERTY:** We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage unit or space described in the "rental agreement".

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property stored in the Space described above caused by any one occurrence until the amount of adjusted loss or damage exceeds your \$100 Deductible. Once the amount of such loss or damage exceeds the Deductible, we will then pay the amount of adjusted loss or damage less the Deductible Amount. However, we will not pay more than the applicable "amount of insurance", limit, or sublimit of insurance, less the Deductible.

**COVERED CAUSES OF LOSS:** We will pay up to the "amount of insurance" for direct physical loss of or damage to Covered Property caused by the following:

- a. Fire or lightning.
- b. Windstorm or hail.
- c. Cyclone, tornado or hurricane.
- d. Explosion or sonic boom.
- e. Strikes, riot or civil commotion.
- f. Aircraft, self-propelled missiles or spacecraft.
- g. Vehicles.
- h. Smoke.
- i. Vandalism or malicious mischief.
- j. Falling objects, if the building's exterior containing the Covered Property is first damaged by falling objects.
- k. Weight of ice, snow or sleet.
- l. Collapse of buildings containing the property insured.
- m. Water damage except for loss or damage caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system as provided below under **ADDITIONAL COVERAGES**, paragraph e. **FLOOD**.
- n. Landslide, including sinkhole collapse.
- o. Earthquake.
- p. Volcanic eruption; or
- q. Certified acts of terrorism.

**ADDITIONAL COVERAGES/ADDITIONAL COVERED CAUSES OF LOSS:** We will also provide the following additional coverages and sub limits of insurance for additional covered causes of loss up to the amounts stated below, subject to the \$100 Deductible. These additional coverages and sub limits of insurance are part of and not in addition to the "amount of insurance".

- a. **BURGLARY:** We will pay 100% (one hundred percent) of the "amount of insurance" for loss of or damage to Covered Property caused by "burglary" or holdup. However, this coverage applies only when such self-storage unit or space is securely

locked at the time of the forcible entry and visible signs of forcible entry must be evident. The absence of a lock will not constitute forcible entry. You must provide a report from law enforcement as verification of such "burglary".

**b. DEBRIS REMOVAL:** We will pay up to 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the necessary expense incurred in the removal of debris of your Covered Property following an insured loss.

**c. TRANSIT:** We will pay up to 100% (one hundred percent) of the "amount of insurance" shown in the "enrollment form" for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self-storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the "rental agreement".

**d. EXTRA RENTAL SPACE:** We will pay 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building by a Covered Cause of Loss insured against in this policy.

**e. FLOOD:** We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

**f. RODENT, VERMIN, MOTH OR INSECT DAMAGE:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths or insects.

**g. MOLD, MILDEW, FUNGUS, WET OR DRY ROT:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, wet or dry rot.

**EXCLUSIONS:** Covered Property does not include the following:

- a. Accounts, bills, currency, notes, stamps, deeds, evidences of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, or lottery tickets.
- b. Gold, silver, silverware, goldware, silver-plated or gold-plated ware, semi-precious/precious stones, precious metals or alloys.
- c. Animals.
- d. Jewelry and watches; furs, or garments trimmed with fur.
- e. Breakage of glass or similar fragile articles.
- f. Illegal drugs.
- g. Food or alcohol.
- h. Photographic equipment.
- i. Explosives, firearms or ammunition.
- j. Cigarettes or other smoking materials; or
- k. Vehicles, trailers or watercraft stored in the open or while in transit.

This coverage does not apply to the following:

- a. Wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, changes in temperature or atmospheric conditions, delay, loss of use, or loss of market.
- b. Neglect by you to use all reasonable means to save and preserve the Covered Property during and after the occurrence of any cause of loss insured against, or when the Covered Property is endangered by a covered cause of loss.
- c. Loss of or damage to Covered Property caused intentionally by you or at your direction.
- d. Contraband or caused by illegal transportation or trade.
- e. Activity in violation of the "rental agreement".
- f. Theft, except "burglary" as defined and covered herein.
- g. Unexplained disappearance.
- h. Loss of or damage to Covered Property due to a pre-existing condition; or
- i. Pollutants.

We will not pay for any loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces;
- b. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence.
- c. Seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or

d. Nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether these are specifically named or otherwise included as covered causes of loss or damage.

**TERMINATION OR CANCELLATION OF THIS INSURANCE:** The insurance evidenced by this Certificate of Insurance issued under the Master Policy shall automatically terminate without notice to you on the date the "rental agreement" is terminated.

You may cancel this insurance at any time, upon advance written notice to the "operator" or us.

We may cancel this insurance by mailing or delivering to you, written notice of cancellation at least 10 days before the effective date of cancellation, if we cancel for nonpayment of "premium" or evidence of fraud. For reasons other than nonpayment of "premium" or fraud, we may cancel this insurance at any time and for any reason permitted by law upon 30 days advance written notice to you at the address set forth in the "rental agreement".

If notice is mailed, proof of mailing will be sufficient proof of notice. In the event of such cancellation, the notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a pro rata "premium" refund. If so, we will send your refund to the "operator" to give to you. The minimum earned premium will not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made the refund offer.

**VALUATION:** The value of the property will be determined at the time of loss of or damage to Covered Property and will be no more than the least of the following amounts:

- a. The replacement cost at the time of loss of or damage to Covered Property without deduction for depreciation.
- b. The full cost of repair at the time of loss of or damage to Covered Property; or
- c. The applicable coverage limits.

Regardless of the valuation of Covered Property, we will pay no more than the applicable limit or sublimit, less the Deductible.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to us, and in case of "burglary", notify the police. The notice should include:

- a. How, when and where the loss of or damage to Covered Property occurred.
- b. Proof of Loss for the Covered Property involved and your interest in it; and
- c. The names addresses and telephone numbers of any witnesses.

**IF YOU HAVE A LOSS: Write or telephone:**

Xercor Insurance Services LLC  
8435 Keystone Crossing, Suite 240, Indianapolis IN 46240  
1-844-769-2904

**CONCEALMENT MISREPRESENTATION AND FRAUD:** This insurance is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or the insured concerning:

- a. This insurance.
- b. The Covered Property.
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

**EXAMINATION UNDER OATH:** Before recovering for any loss of or damage to Covered Property, if requested you will:

- a. Permit us to inspect the damaged property before it is disposed of or repaired.
- b. Send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request.
- c. Agree to examinations under oath at our request.
- d. Produce others for examination under oath at our request.
- e. Provide us with all pertinent records needed to prove the loss of or damage to Covered Property; and
- f. Cooperate with us in the investigation or settlement of the loss or damage.

**APPRAISAL:** If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and independent appraiser. The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having

jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

**LOSS PAYMENT:** We will pay or make good any loss or damage covered under the insurance evidenced by this Certificate within 30 days after we reach agreement with you or the entry of final judgment, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

**LEGAL ACTION AGAINST US:** No one may bring legal action against us unless there has been full compliance with all terms of the insurance evidenced by this Certificate; and such action is brought within two years after you first have knowledge of a loss or of damage to Covered Property.

**TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US:** If any person or organization to or from whom we make payment under the insurance evidenced by this Certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss or damage to hinder us in our recovery.

**PAIR, SET OR PARTS:**

- a. Pair or set. In case of loss of or damage to Covered Property to any part of a pair or set we may:
  - 1. Repair or replace any part to restore the pair or set to its valuation before the loss or damage; or
  - 2. Pay the difference between the valuation of the pair or set before and after the loss or damage.
- b. Parts. In case of loss of or damage to any part of Covered Property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

**CHANGES:** This Certificate and the Master Policy contain agreements between you and us concerning the insurance afforded. The terms of this insurance may be amended or waived only by a written endorsement issued by us, and made a part of the Master Policy.

**CONFORMITY TO STATUTES:** The Conditions of this Certificate that are in conflict with the statutes of the State of Michigan are amended to conform to such statutes.

XIM IN 00 03 (04/19)