



1250 Main Street
PO Box 68
Ferdinand, IN 47532

RENTAL AGREEMENT – TERMS AND CONDITIONS

www.AccessStorageNow.com

NOTICE: ANY PERSONAL PROPERTY STORED IN A SELF-SERVICE STORAGE FACILITY IS SUBJECT TO A LIEN IN FAVOR OF SELF STORAGE FACILITY OWNER FOR RENT, LABOR, OR OTHER CHARGES, THAT ACCRUE IN CONNECTION WITH THE RENTER'S PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT, AND FOR EXPENSES REASONABLY INCURRED IN THE PRESERVATION, SALE OR DISPOSITION OF SUCH PERSONAL PROPERTY. THE LIEN ATTACHES UPON STORAGE OF THE PERSONAL PROPERTY. OWNER MAY SELL OR OTHERWISE DISPOSE OF ANY PERSONAL PROPERTY BELONGING TO RENTER WHEN RENTER IS IN DEFAULT. THIS LIEN IS PURSUANT TO INDIANA CODE 26-3-8-1, ET. SEQ.

TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT

Owner may contact Renter's emergency contact person(s) in event of casualty (fire, accident or damage, etc.), or other emergency, or if Owner is unable to reach Renter. Unless Renter refuses consent by giving notification, Owner may at Owner's option allow such person(s) or Renter's brother, sister, spouse, parent, or child over 18 to have access to the Rented Space if such person signs an affidavit that Renter is deceased, incarcerated, permanently missing or permanently incapacitated.

The description of the Rented Space is for identification purposes only, there shall be no adjustment in the rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square footage than stated.

NOTICE TO RENTER: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND AND AGREE TO ACCEPT THE COVENANTS AND CONDITIONS HEREIN. IF PAYING BY MAIL REMIT MONTHLY PAYMENT TO THE CORPORATE OFFICE LOCATED AT: PO BOX 68, FERDINAND, IN 47532.

Where a Gate Exists, To Prevent Property Damage and Incur the Resulting Costs of Repair, All Renters Entering the Site with a Box Truck, an Oversized Vehicle or Any Vehicle Towing Trailer Are Required to Get Out of Their Vehicle to Enter In Their Gate Access Key Code.

Rent is Due On The Renewal Date of Each Month. Renter Must Notify Owner, In Writing, of Any Address Change. Access Hours: 7 days a week / 24 hours a day. Our corporate office hours are Monday – Friday, 8:00 – 4:30pm, EST. Our Jasper, Newburgh and Corydon locations have extended customer support hours seven days per week. Closed During All Major Holidays.

1. Month-to-Month Term and Renewal: This Rental Agreement for the lease of a self-service storage space ("the Rented Space") from Owner, Access Storage (the "Facility") shall be on a month-to-month basis and shall automatically renew for successive one month periods on the renewal date of Every Month (the "Renewal Date" - the actual day of the month is also located in the Terms and Conditions section of the Rental Agreement) unless terminated as provided for in Items 3 or 13. Owner may increase the Rent for the Rented Space with thirty (30) days advanced written notice to Renter. If this Rental Agreement is executed after the twenty-eighth (28th) of the month, the Renewal Date shall be the first (1st) of the month. If Owner has cut Renter's lock for inspection or inventory and Renter pays his/her rent and other charges in full, Owner reserves the right not to remove its overlock until the Renter meets Owner's representative at the Rented Space to place Renter's new lock on Rented Space. Owner shall not be liable to Renter if any of the payment services are unavailable due to circumstances beyond the Owner's control. No partial payment(s) may be made via the web site, kiosk, over the phone, or by USPS. If partial payment is inadvertently taken, it shall be deemed a void and rejected transaction and the partial payment shall be refunded even if the Renter receives a receipt for payment. If Renter makes payment after normal corporate office hours, Owner shall remove its overlock the next business day and shall not be liable to access the Rented Space after payment before the next business day.

2. Rent is Due on the Renewal Date: The monthly Rent shall be in the amount specified, payable monthly to Owner in advance, without demand or notice, on or before the Renewal Date each month during the term of this Rental Agreement and any renewals thereof. **Renter May Remit Payment By the Following:** phone, by mail, in our office during regular office hours, at our office drop box (located at 1250 Main St., Ferdinand) after hours, online, auto-pay, or by visiting the 24-hour self-service kiosk available for our Jasper, Corydon and Newburgh facilities only. **Renter shall not make payment at the Facility by any method other than by utilizing the self-service payment station "Kiosk".** Any invoice or bill sent by Owner is sent solely as a courtesy. Renter is not excused from obligation to pay the Rent even if the Owner does not send a bill or invoice. **Owner does not pro-rate Rent and the Rent is non-refundable.** Owner may require payment of the Rent to be in the form of a money order, cash, cashier's check, or credit card in the event Renter has any payment due Owner returned for any reason, including insufficient funds. Cash payments may be made at the corporate office located at 1250 Main Street, Ferdinand, IN 47532 during regular office hours or by using the Kiosk (24/7) at the Facility (where available). Renter is responsible for receiving a receipt for any cash payment made to Owner. No partial payment(s) may be made via the web site, Kiosk, over the phone, or by USPS. If partial payment is inadvertently taken, it shall be deemed a void and rejected transaction and the partial payment shall be

refunded even if the Renter receives a receipt for payment. If Renter's online account is deactivated, no payment may be made within 72 hours of a lien sale unless made in person to Owner's agent at the corporate office located at 1250 Main Street, Ferdinand, IN during regular corporate business hours.

3. Termination: Renter may terminate this Rental Agreement at any time if all rent and charges are paid in full, Renter vacates the Rented Space, removes Renter's lock, sweeps clean the Rented Space, and at least five (5) days before the end of the term (five (5) days before the Renewal Date) notifies Owner of his vacating of the Rented Space. Owner may terminate this Rental Agreement by giving Renter fifteen (15) days written notice prior to the end of the term. Rented Space shall be left broom clean, free of trash and Personal Property. Renter is also responsible for any damages to the Rented Space. Owner charges and Renter is responsible for a \$25.00 per hour charge for cleaning the Rented Space, minimum one hour, plus costs including dumpster fees if left unclean.

4. Other Charges and Fees: Renter is in Default if rent is not paid by the Renewal Date, and any Rent accepted thereafter shall be at the sole discretion of the Owner, and in any event, Renter shall pay Owner a late charge on any rental payment more than five (5) days late of \$10.00. For the purpose of determining if Rent is paid on time, the received date, not the postmark date is used. If Renter's Rent becomes 30 days or more past due, or upon any breach of the provisions of this Rental Agreement, Renter access to the Rented Space will be suspended until such time as all Rent and Fees are paid in Full. If Renter's Rent becomes 30 days or more past due, Renter shall be charged a \$25.00 overlock fee. If Renter's Rent becomes 90 days or greater past due, or upon any breach of the provisions of this Rental Agreement, Renter shall be charged a \$25.00 Lien Notice fee, plus the cost of any certified or registered U.S. Mail charges and any publication charges. A \$30.00 charge shall be assessed for any returned check. In addition, Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement by Renter, Owner's collection of any amount owed by the Renter, or the exercise of any remedy by Owner upon a Default by Renter (including the sale or other disposition of Renter's Personal Property) as permitted under this Rental Agreement or by law. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Renter's responsibilities under this Rental Agreement. If a Credit Card Addendum has been executed by Renter, Owner may charge any outstanding rent, fee or other charge, including damages, to Renter's credit card if said charge remains unpaid for five (5) days after it is due. This authorization shall survive the termination of this Rental Agreement until all charges are paid in full.

5. Use of Rented Space and Prohibited Storage, Obligation of Insurance, Limitation on Value of Stored Personal Property: The Rented Space shall be used and occupied only for the storing of Personal Property, or the vehicle identified in a separate Addendum, owned by Renter. Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. The Rented Space is to be used only for storage of property, not for exhibition, rehearsal, for an audience, or any other activity that is not related to storage of property. Renter shall not use the Rented Space for the use or storage of any animals; food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances as defined in Item 6 below; contraband or illegal substances; or for any unlawful purpose of any kind. Renter shall not use the Rented Space for the operation of any commercial, industrial, manufacturing or distribution business. Renter shall not engage in any activity in or on the Rented Space which produces such prohibited materials. Renter shall not use the Rented Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Rented Space and in such case shall store the item with no more than one quarter (1/4) tank of gas and a drip pan or absorbent pad of sufficient size to absorb and retain petroleum based products under the Personal Property to retain any leaking fluids. A Vehicle Storage Addendum must be completed for any "titled" vehicle stored in the Rented Space. **Renter shall not live or sleep in the Rented Space, nor shall animals be permitted to be stored in the Rented Space.**

Renter agrees not to store Personal Property in the Rented Space with a total value in excess of \$5,000.00 without the prior written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed \$5,000.00. The Rented Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special or emotional value to Renter. By this Rental Agreement, Owner is generally not liable for the loss of Renter's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, Renter agrees that Owner's liability shall not exceed \$5,000.00. This provision shall not constitute an admission that Renter's Personal Property has any value whatsoever.

Notwithstanding anything else in this Rental Agreement, in no event will Owner or Owner's agents be liable to the Renter for an amount in excess of \$5,000.00 for any loss or damage whatsoever, including but not limited to the active or passive acts, the omissions, or negligence of Owner or Owner's Agents with respect to any claim, cause of action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this provision.

Renter agrees, at his/her sole expense, to maintain insurance on all Personal Property stored in the Rented Space with actual cash value coverage against all perils, without exception. Renter's failure to maintain such insurance shall be a Default under this Rental Agreement and Renter shall assume all risk of loss or damage that would have been covered by such insurance. The operation or failure of any security type system installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from his/her obligation of insuring his/her Personal Property. Owner may employ certain security type measures such as exterior access controlled codes and video cameras however, Renter acknowledges that these measures are for the protection of the Facility as a whole and not the individual Rented Space, that these systems may not operate properly in the event of a mechanical, electrical, or software failure. Video cameras, if any, may not be recorded at all times or may not be recorded at all.

6. Hazardous Substances: Renter shall not use or allow the Rented Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means: i. Any substance defined as a "hazardous substance" under CERCLA; ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and; iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

7. Access: Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility. **Owner may deny Renter access to the Rented Space when Rent or Fees are overdue by Five (5) days.** Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at the Facility or mailed to Renter. In the event of an emergency at or around the Facility, Owner may require Renter to enter only when escorted by Owner's employees or agents. Owner shall not be liable to Renter for Renter's or his/her invitee's inability to gain access due to mechanical failure, misuse of access

code(s), or any other reason.

8. Temperature Controlled Rented Space: If the Rented Space rented under this Rental Agreement between Owner and Renter is a temperature controlled Rented Space, then this Item shall apply. The Indiana Statutes do not define the terms "climate" or "temperature controlled". This Provision seeks to define the responsibilities of Owner for providing temperature control. It is agreed that Owner shall use all reasonable efforts to maintain the temperature in the building containing Rented Space of between fifty degrees (50°) and eighty degrees (80°) Fahrenheit. Renter recognizes that under certain circumstances, including, but not exclusively, mechanical failures of heating and cooling systems, material shortages, electrical or any other utility blackouts, brownouts or other failures, acts of God, labor or material shortages, strikes, malicious mischief, extreme weather conditions, and fire, that the temperature of the building containing the Rented Space may deviate from the stated range. Further, while the building temperature will be maintained in the range stated herein, the individual Rented Space temperature may vary from the building temperature. Renter understands that the heating and cooling systems are not redundant and are not backed up by any sort of alternate power source. Renter further understands that while temperature in the Rented Space may be controlled, **the Owner does not control the humidity in the building.** Thus, temperature control does not guarantee the prevention of mold or mildew on Renter's Personal Property. Renter agrees to release Owner from any and all liability arising from any such failure of the temperature control system which occurs as a result of a failure outside of the Owner's direct control and for any change that occurs as a result of the Personal Property's condition upon storage. Renter recognizes that the Rented Space is not appropriate for the storage of Personal Property which may be affected by deviations in temperature goals from temporary interruption in system operation.

9. Mold: Even in temperature controlled Rented Space there is a risk of the growth of mold and/or mildew on Renter's stored Personal Property. Owner does not warrant the Rented Space to be water-tight or dry. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Renter's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Rented Space), wrapping Personal Property in plastic and keeping Personal Property susceptible to mold from touching the walls of the Rented Space. Owner recommends periodically inspecting the Rented Space and the Personal Property and take any and all actions necessary to protect Renter's Personal Property. Renter understands that any Personal Property brought into the Rented Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Rented Space.

10. Locked Rented Space; Storage Renter's Risk; Abandonment: Renter is required to keep the Rented Space locked using one lock per door. Owner recommends disc style locks. Owner does not maintain a key to the Renter's lock. Renter shall not use the 2nd hasp or sliding device for an additional lock. Said device or hasp is reserved for Owner's use. If a lock is removed for a reason described elsewhere in the Rental Agreement, including Default by Renter, then Owner shall replace the lock with another lock at Renter's sole expense. If Owner finds an occupied Rented Space without a lock or incorrectly locked, if a lock is removed for Owner's entry, for an inventory, or sale, Owner will notify Renter, or Owner may, but is not required to, lock the Rented Space with Owner's lock at Renter's expense. All Personal Property stored by Renter within the Rented Space shall be at Renter's sole risk. **If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100) Owner may consider the Rented Space abandoned and dispose of or sell any or all Personal Property in the Rented Space.** Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Renter's Personal Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Personal Property.

11. Owner May Enter: Owner, its employees or agents and the representatives of any governmental authority, including police and fire officials, shall have the right to remove Renter's lock and enter the Rented Space, without notice to Renter, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, or subpoena or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Owner shall further have the right to remove Renter's lock and enter the Rented Space with reasonable notice to Renter to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days notice to Renter of the Work and, if Renter is available, will schedule an appointment with Renter to remove Renter's lock to allow the Work. If Renter is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality. Renter may obtain keys to the replacement lock from Owner's office during Office Hours.

12. Owner's Lien: Pursuant to Indiana Code 26-3-8-11 et seq. upon Renter's storage of Personal Property at the Facility, Owner has a lien on Renter's Personal Property for: (i) all rent, labor and other charges that accrue in connection with the Personal Property stored in the Rented Space; (ii) expenses necessary for the preservation of the Personal Property; and (iii) expenses reasonably incurred in the sale or other disposition of Renter's Personal Property.

13. Defaults; Owner Remedies: If Renter breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Renter fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access; (ii) overlock or otherwise place a device to prevent Renter's access to the Rented Space, once Renter is more than Five (5) days late, and the placement of Owner's overlock or other deactivation device, along with any written notice sent to Renter, shall serve as constructive notice that Owner has not received Rent from Renter for the current term; (iii) remove Renter's lock and access the Rented Space; however, rent and other charges shall continue to accrue after overlock or lock removal until the Rented Space is sold or Renter cures the default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Rented Space; (v) sell or dispose of the Personal Property in the Rented Space as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Renter. The act of overlocking/denying access or removing Renter's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Renter is in default and is overlocked or if the lock is cut and replaced with Owner's lock, Owner is not required to remove the overlock or take off Owner's lock (after lock cut) until 3 business days after payment has been made in full. Owner reserves the right not to remove its replacement lock until Renter is present and replaces the lock with Renter's own new lock, or Owner in its sole discretion can remove its lock leaving the Rented Space unlocked. In any case Owner shall not be liable to Renter for any damages Renter suffers as a result of not being able to get access to the Rented Space after late payment

arising from failure to immediately remove Owner's lock or overlock. In the event of default, Renter forfeits any concessions received and rent for the Rented Space shall automatically increase to the current market rate.

All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

14. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address and shall be conclusively presumed to have been received by Renter three (3) business days after mailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the address of the Corporate Office listed on the last page of this Rental Agreement. Renter is responsible for notifying Owner in writing, **via certified mail return receipt requested, or in person at the Corporate Office address listed on this Rental Agreement on a form prescribed by Owner (if one is made available for Renter), or through the secured website, of any change in Renter's address or of intent to vacate at the end of the term.** On all returned mail to Owner due to a wrong address there will be a two dollar (\$2.00) administrative charge to the account.

15. Release of Liability: Renter releases Owner, its employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents.

Renter further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's family or invitees arising out of Renters use of the Rented Space and Facility.

Self-storage contents insurance is strongly recommended. The only insurance that covers the Personal Property stored in the Rented Space is that purchased by Renter. Renter understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from liability as set forth in Provisions 15 and 16, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

16. Indemnification and Subrogation: Renter agrees to have its insurer waive any right of subrogation of any claim of Renter or of the insurance company against Owner, its employees, or agents arising out of any loss, damage or injury which occurs on, at, and around the Facility or Rented Space. Renter agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to stored Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Renter, Renter's agents, employees, guests or other invitees. Renter shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision.

17. Partial Payments or Payment in the Event of Default: Partial payments shall not be accepted. In the event a partial payment is tendered and accepted for any reason, or if any payment in the event of a Default is tendered, any monies received shall be applied in the following manner: to all outstanding Additional Rent and other charges, then to the oldest outstanding Rent obligation.

18. Assignment and Subletting: Renter may not assign its rights under this Rental Agreement or sublet the Rented Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto. Owner may assign, sell or transfer its rights and obligations under this Rental Agreement to another party in its sole discretion, without notice to Renter.

19. Governing Law; Jury Trial; Severability: This Rental Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. Owner and Renter agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or property damage. Owner and Renter further agree that the federal or state courts in Dubois County, Indiana shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

20. Entire Rental Agreement: This Rental Agreement is the entire Agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Renter and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the Owner.

21. Counterparts and Headings: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control.

22. Agreement to Mediate: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Renter pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Renter agree as follows: with the exception of non-payment of Renter's rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Renter, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Renter. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on our respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

23. Owner's Employees: In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward

any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

24. Warranty of Information: Renter warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

25. Pest Control: Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Rented Space. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Renter deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is in common areas other than the Rented Space.

26. Permission to Call, Fax and/or E-Mail: Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, or e-mail, Renter hereby consents to Owner phoning, faxing, and e-mailing Renter and that these communications are related to the business relationship. Renter further gives Owner permission to send text messages to Renter's provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter's email address.

27. Snow Removal: Owner, in the event of snow, clears the common drives and parking lots only, any snow or ice in front, to the side, or rear of the Rented Space is Renter's responsibility to remove.

28. Rules and Regulations: The Rules and Regulations of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with thirty (30) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Renters and are made for the appropriate and efficient operation of the Facility.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety and agree(s) to be bound by its terms and conditions.

OVER-THE-VALUE-LIMIT ADDENDUM

This Addendum to the Monthly Rental Agreement by and between Owner and Renter and collectively (the "Parties") for the Premises

WHEREAS the Parties have entered into a Monthly Rental Agreement (the "Agreement") for storage of certain personal; and

WHEREAS the Agreement Provision No. 5 provides that Renter shall not store property in the Premises with a value in excess of \$5,000.00 without the prior written permission of Owner; and

WHEREAS Renter desires to store property in excess of \$5,000.00 in the Premises;

IT IS THEREFORE AGREED:

1. That Renter may store personal property or a vehicle which Renter declares has a total, actual cash value in excess of \$5,000.00 in the Premises.
2. Renter agrees to maintain insurance specifically written for property stored in a Storage facility on all property stored in the Premises with actual cash value coverage against all perils, without exception.
3. Owner shall be entitled, from time to time, to require Renter to provide proof that the policy or appropriate replacement policy is still in force and effect.
4. If at any time, the insurance policy identified in this Addendum lapses in coverage as a result of nonpayment of premiums, cancellation, or for any other reason, this shall constitute an Event of Default under the Lease Agreement and, the consent to store property in excess of \$5,000.00 shall immediately be withdrawn by Owner, without further action of Owner and the value of the stored property shall be deemed not to exceed \$5,000.00 without any admission that the stored property has any value at all.
5. Renter understands that Owner provides no insurance to protect any of the property stored by Renter in the Premises.

****I HAVE READ ALL PAGES OF THIS RENTAL AGREEMENT – TERMS AND CONDITIONS**

INDIANA VEHICLE/VESSEL STORAGE RENTAL AGREEMENT

Motor Vehicle/Vessel to be Stored (hereinafter "Vehicle"):

Owner requires name on title and registration, name and address of any lien holders, including amount of lien, a vehicle description and license plate number for all vehicles being stored. This info will be stored in owner property management system.

(If name on the vehicle registration is different than the person executing this Rental Agreement, Owner may refuse to accept this Rental Agreement. If Owner accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner of the vehicle.)

Additional permitted vehicles, if any, are to be listed in addition of this Rental Agreement. List all Vehicles that may be stored in the Rented Space.

1. Month-to-Month Term and Renewal: This Rental Agreement for the lease of a self-service storage space ("the Rented Space") from Owner, Access Storage shall be on a month-to-month basis and shall automatically renew for successive one month periods on the renewal date of Every Month listed above as the Renewal Date unless terminated as provided for in Items 4 or 19. Owner may increase the Rent for the Rented Space with thirty (30) days advanced written notice to Renter. If this Rental Agreement is executed after the twenty-eighth (28th) of the month, the Renewal Date shall be the first (1st) of the month. If Owner has cut Renter's lock for inspection or inventory and Renter pays his/her rent and other charges in full, Owner reserves the right not to remove its overlock until the Renter meets Owner's representative at the Rented Space to place Renter's new lock on Rented Space. Owner shall not be liable to Renter if any of the payment services listed above are unavailable due to circumstances beyond the Owner's control. No partial payment(s) may be made via the web site, Kiosk, over the phone, or by USPS. If partial payment is inadvertently taken, it shall be deemed a void and rejected transaction and the partial payment shall be refunded even if the Renter receives a receipt for payment. If Renter makes payment after normal Corporate Office hours, Owner shall remove its boot, chain or other deactivation devices the next business day and shall not be liable to Renter for inability to move/access the Vehicle after payment, before the next business day.

2. Rent is Due on the Renewal Date: The monthly Rent shall be in the amount specified above, payable monthly to Owner in advance, without demand or notice, on or before the Renewal Date each month during the term of this Rental Agreement and any renewals thereof. **Renter May Remit Payment By the Following:** phone, by mail, in our office during regular office hours, at our office drop box (located at 1250 Main St., Ferdinand) after hours, online, auto-pay, or by visiting the 24-hour self-service kiosk available for our Jasper, Corydon and Newburgh facilities only. **Renter shall not make payment at the Facility by any method other than by utilizing the self-service payment station "Kiosk".** Any invoice or bill sent by Owner is sent solely as a courtesy. Renter is not excused from obligation to pay the Rent even if the Owner does not send a bill or invoice. **Owner does not pro-rate Rent and the Rent is non-refundable.** Owner may require payment of the Rent to be in the form of a money order, cash, cashier's check, or credit card in the event Renter has any payment due Owner returned for any reason, including insufficient funds. Cash payments may be made at the corporate office located at 1250 Main Street, Ferdinand, IN 47532 (Hours are Monday - Friday 8 am - 4:30 pm) or by using the Kiosk (24/7) at the Facility (where available). Renter is responsible for receiving a receipt for any cash payment made to Owner. No partial payment(s) may be made via the web site, Kiosk, over the phone, or by USPS. If partial payment is inadvertently taken, it shall be deemed a void and rejected transaction and the partial payment shall be refunded even if the Renter receives a receipt for payment. If Renter's online account is deactivated, no payment may be made within 72 hours of a lien sale unless made in person to Owner's agent at the corporate office located at 1250 Main Street, Ferdinand, IN during regular corporate business hours.

3. Credit/Debit Card Authorization for Payment of Rent and Other Charges: Renter has authorized Owner to automatically charge or debit the credit/debit card referenced in Summary Terms and Conditions section of the Rental Agreement (which is owned by the Renter or upon which Renter has authority to charge) on the Renewal Date of each month, or as soon as reasonably practicable thereafter, shall charge the amount stated in the Terms and Conditions as Rent and Additional Rent to the credit card, for each and every month Renter continues to occupy the Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Renter. In any circumstance, in the event Renter terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due to Owner, Owner may charge/debit the credit card listed any sum due and owing upon termination including, but not exclusively, damages to the Space or Facility, any default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. Payment by credit card to cure a Rent delinquency in excess of sixty (60) days can only occur if Renter presents a credit card in Renter's own name, in person, at Owner's office or, if owned by someone other than Renter, then the card owner must be present at Owner's office (if applicable,) or at the Kiosk. It is Renter's responsibility to notify Owner of any new or updated account information if the credit card information changes (including updating an expiration date on a credit card.) Renter shall be charged late fees and other default charges if the credit card payment is not approved by Renter's bank/credit card provider.

4. Termination: Renter may terminate this Rental Agreement at any time if all rent and charges are paid in full, Renter vacates the Rented Space, removes his lock, sweeps clean the Rented Space, and at least five (5) days before the end of the term (five (5) days before the Renewal Date) notifies Owner of his vacating of the Rented Space. Owner may terminate this Rental Agreement by giving Renter fifteen (15) days written notice prior to the end of the term. Rented Space shall be left broom clean, free of trash and Personal Property. Renter is also responsible for any damages to the Rented Space. Owner charges and Renter is responsible for a \$25.00 per hour charge for cleaning the Rented Space, minimum one hour, plus costs including dumpster fees if left unclean.

5. Other Charges and Fees: Renter is in Default if rent is not paid by the Renewal Date, and any Rent accepted thereafter shall be at the sole discretion of the Owner, and in any event, Renter shall pay Owner a late charge on any rental payment more than Five (5) days late of \$10.00. For the purpose of determining if Rent is paid on time, the received date, not the postmark date is used. If Renter's Rent becomes 30 days or more past due, or upon any breach of the provisions of this Rental Agreement, Renter access to the Rented Space will be suspended until such time as all Rent and Fees are paid in Full. If Renter's Rent becomes 30 days or more past due, Renter shall be charged a \$25.00 fee to boot, chain or otherwise deter movement of the Vehicle. If Renter's Rent becomes 90 days or greater past due, or upon any breach of the provisions of this Rental Agreement, Renter shall be charged a \$25.00 Lien Notice fee, plus the cost of any U.S. Mail charges and any publication charges. A \$30.00 charge shall be assessed for any returned check. In addition, Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement by Renter, Owner's collection of any amount owed by the Renter, or the exercise of any remedy by Owner upon a Default by Renter (including the sale or other disposition

of Renter's Vehicle) as permitted under this Rental Agreement or by law. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Renter's responsibilities under this Rental Agreement.

6. Vehicle, Boat & RV Storage: Renter covenants and agrees to use and occupy the Rented Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees that Renter shall not use the Rented Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle stored at the Rented Space. Renter shall store the Vehicle no more than one quarter (1/4) tank of gas. Renter shall maintain a drip pan or absorbent pad specifically designed to absorb petroleum based products under the Vehicle(s) of sufficient size to retain any fluids that may leak from the Vehicle. All "portable" gas tanks including LP and those attached to RVs and motors must be removed and shall not be stored in the Vehicle and may not be stored in the Rented Space if it is an indoor space. No Personal Property shall be stored outside of the Rented Space for any length of time. No trash shall be left in the Rented Space or any common areas of the Facility. No parking of any vehicle in any common areas of the Facility except to load and unload.

No property or personal items may be stored in the Vehicle other than items that are fixtures of the Vehicle.

Only one self-contained Vehicle or item is allowed in the Rented Space unless otherwise permitted, in writing, by Owner by completing the section entitled "Additional Vehicle Information." Renter shall not store any other vehicle other than the Vehicle(s) described in this Rental Agreement.

Renter shall not use or allow the Rented Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

7. Vehicle Requirements: Owner must approve of any Vehicle proposed to be stored. Owner permits only storage of boats, trailers, trucks, RV, and cars which meet the guidelines stated in this Rental Agreement. The Vehicle must display current state registration and must have all tires (or trailer tires) inflated. The Vehicle must be in good operating condition and must be driven onto the Facility and into the Rented Space (unless a boat on a trailer). The Vehicle must have no broken glass and visible rust must be less than 5% of the total surface of the Vehicle. If the Vehicle will be absent from the Rented Space for more than ten (10) consecutive days, Renter agrees to notify Owner of Renter's intent to remove the Vehicle for an extended period of time and advise Owner of the estimated return date for the Vehicle. Trailer wheels must be blocked or chocked. Trailer tongues and lock stands must be placed on wood or other stands so as not to damage the ground of Rented Space or the asphalt of the Facility.

8. Movement of Vehicle by Owner: Owner specifically reserves the right to move or remove the Vehicle from the Rented Space at any time in the event of an Emergency without notice to Renter and with advance notice in the event of a non-emergency for necessary maintenance. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person, of the Facility, any of the buildings or the land appurtenant to the buildings, or any other property or chattels stored at the Facility. Owner shall provide Renter with reasonable notice in the event of non-emergency maintenance and shall first seek Renter's approval in moving the Vehicle before Owner may move it, in which case the costs of movement shall be charged to Renter as Additional Rent. Owner shall exercise reasonable caution in moving or removing the Vehicle(s) and will endeavor to notify Renter of the new location of the Vehicle or return the Vehicle to the Rented Space after the maintenance or Emergency has concluded. Any lock cut or pick required to be performed by Owner in order to move the Vehicle shall result in a charge to Renter of Twenty-Five Dollars (\$25.00). Said lock will not be replaced, if it is destroyed.

9. Rented Space Unavailable: If Renter's Rented Space is not available for any reason, Renter agrees to park his/her Vehicle in a spot marked "overflow" at the Facility which may be outside of the gate of the Facility and notify Owner as soon as practicable of the condition or infringement of the Rented Space. Owner shall endeavor to resolve the condition or infringement on the Rented Space as quickly as practicable. Once the infringement or condition is resolved, Owner will contact Renter to remove his/her Vehicle from the overflow space. Renter agrees to move his/her Vehicle back to the Rented Space within 48 hours of notification by Owner that the Rented Space is again available. Renter shall pay Owner a five dollar (\$5.00) per day charge for each and every day Renter continues to occupy the overflow Rented Space after the 48 hour notice from Owner has expired. Further, if Renter places his/her Vehicle in a Rented Space other than the Rented Space (or the overflow spot if necessary) then Renter shall be liable to Owner for a five dollar (\$5.00) per day fee for each and every day the Vehicle remains in another Rented Space after written or oral notice from Owner.

10. Use of Outdoor Rented Space: The Rented Space may be gravel/asphalt, grass or concrete. Renter shall park the Vehicle in the Rented Space as indicated by signs or markings on the ground or fence.

11. Value of Vehicle; Liability for Loss: Renter agrees not to store a Vehicle in the Rented Space with a total value in excess of \$5,000.00 without the prior written permission of the Owner. If such written permission is not obtained, the value of the Vehicle shall be deemed not to exceed \$5,000.00.

The Rented Space is not appropriate for storage of irreplaceable Vehicles or Vehicles which have an unknown immediate resale market value, or Vehicles which have a special or emotional value to Renter. By this Rental Agreement, Owner is generally not liable for the loss of or damage to Renter's property. In the event any competent court of law adjudicates Owner liable for any loss, or damage, for any reason, Renter agrees that Owner's liability shall not exceed \$5,000.00. This provision shall not constitute an admission that Renter's property has any value whatsoever. Higher value limits for the Vehicle stored may be requested in writing by Renter for additional consideration and, if accepted by Owner in writing, shall modify this provision only.

Notwithstanding anything in the Rental Agreement or any addendum to modify the limit on the value of Property, in no event will Owner and Owner's agents be liable to Renter or Renter's agent for an amount in excess of Five Thousand Hundred (\$5,000.00) Dollars, for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions, or negligence of Owner or Owner's agents. Renter shall not sue Owner, or Owner's agents with respect to any claim, cause of action, loss, or injury to the extent legal liability therefore has been limited or eliminated pursuant to this Provision.

12. Damages: Renter shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Renter's storage in the Rented Space, use of the Rented Space, or use of the common areas of the Facility including damage to other

Renter's Personal Property or other Renters' vehicles. In the event Owner invoices Renter for any charges for repairs, clean-up, replacement, or other damages suffered, Renter shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's Rent. The failure to pay such invoice represents a default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.

13. Insurance and Security Type Systems: OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE RENTER'S VEHICLE OR PERSONAL PROPERTY IN THE VEHICLE FROM LOSS BY FIRE, THEFT, DAMAGE FROM OTHER RENTERS' ACTIONS, OR ANY OTHER TYPE CASUALTY LOSS. Renter agrees, at his/her sole expense, to maintain insurance on the Vehicle stored in the Rented Space with replacement cost coverage against all perils, without exception, purchased from a licensed insurance agent in the State of Indiana. Vehicle insurance is required for Renter's Vehicle Storage. The only insurance that covers the Vehicle and Personal Property stored in the Rented Space is that purchased by Renter. Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from his/her obligation of insuring his/her Vehicle. These Security Type Systems may include video cameras, gates, gate codes, and lighting. Check with the Facility Manager or the Owner's Call Center for Security Type Systems available at this Facility. However, Renter acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Rented Space. Video cameras, if any, may not be recorded or may not be recorded at all times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Vehicle or the Renter when using the Rented Space.

14. Access: Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of some portions of or all of the Facility for repairs, inclement weather, maintenance, government orders, power or computer failures, police activity, or for any other unsafe condition. Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at Owner's office at the Facility or mailed to Renter, or posted on Owner's website (if available). In the event of an emergency at or around the Facility, Owner may require Renter enter only when escorted by Owner's employees or agents. Owner shall not be liable to Renter for Renter's or his/her invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason.

15. Mold: Renter understands that there is a risk of the growth of mold, mildew, moss and/or algae on the inside or outside of Renter's Vehicle. Owner shall not be liable and is hereby released from liability for mold on Renter's Vehicle from whatever source and no matter how it occurs. Renter shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Renter's Personal Property. Renter shall periodically inspect the Vehicle and take any and all actions necessary to protect Renter's Personal Property from mold/mildew.

16. Release of Liability: Renter releases Owner, its employees, agents, successors, and assigns from: (i) any and all liability resulting from damage or loss to Renter's Vehicle or Personal Property contained in the Vehicle including, but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or (ii) the acts or failure to act or negligence of Owner, its employees, or agents.

Renter further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's family or invitees arising out of Renters use of the Rented Space and Facility.

Insurance on the Vehicle is required. The only insurance that covers the Vehicle stored in the Rented Space is that purchased by Renter. Renter understands that this Release of Owner's liability, including the value limitations and limitation of Owner's negligence and liability, are bargained for conditions of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released and indemnified from the liability as set forth in Provisions 13, 17, and 18 a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

17. Indemnification; Subrogation: Renter agrees, for itself, and to have its insurer waive any right of subrogation of any claim of Renter against Owner, its employees, or agents. Renter agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Renter's Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Renter, Renter's invitees or guests. Renter shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision.

18. Owner's Lien: Pursuant to the Indiana Self-Service Storage Act, § IC 26-3-8 et seq., the Owner of a self storage facility has a lien on all Personal Property present in the self-service storage facility for: (1) rent, labor, or other charges that accrue in connection with the Personal Property under the Rental Agreement; (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. The lien attaches upon storage of the Personal Property.

The Personal Property Renter has stored in the Rented Space may be sold or otherwise disposed of if Renter defaults or fails to pay Rent for the storage of the Personal Property under this Rental Agreement.

19. Defaults; Owner Remedies: If Renter breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement or by law shall have the right to terminate this Rental Agreement. If Renter fails to pay any Rent or other charges when due, or if the Rental Agreement is terminated by Owner for cause, Owner may after Default; (i) overlock, chain, boot, or otherwise deter movement of the Vehicle(s) after Default; (ii) access the Vehicle(s); (iii) take possession of the Vehicle(s) and Owner's towing company sell the Vehicle; (iv) sell or otherwise dispose of the Vehicle(s) in the Rented Space as permitted by law; or (v) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Renter. Any act of overlocking, booting, chaining, or otherwise deterring access to the Vehicle shall not be deemed an election of remedies by Owner, shall not be deemed a bailment by Owner, and shall not terminate any obligation to pay Rent or other charges which continue to accrue under this Rental Agreement.

Owner, in addition to such other rights it may have under this Rental Agreement may notify the titleholder and all lienholders of Owner's intent to sell the stored Vehicle(s) to satisfy Owner's lien. At such time any titleholder or lienholder may pay Owner's lien, remove

the Vehicle, and add said costs to any lien the lienholder may have against the Owner of the Vehicle. Owner may also treat any vehicle storage area as a private parking lot. In the event Renter is in Default under the Rental Agreement Owner may declare the Vehicle parked with Owner as abandoned on Owner's property without Owner's consent and may order the vehicle towed off the Facility/Space at which time Renter will also be liable for towing and storage charges by the towing company. In the event of default, Renter forfeits any concessions received and rent for the Rented Space shall automatically increase to the current market rate.

All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

20. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address, or e-mailed to the e-mail address provided by Renter in the Terms and Conditions and shall be conclusively presumed to have been received by Renter three (3) business days after mailing or emailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement. Renter is responsible for notifying Owner in writing, **via certified mail return receipt requested to the Mailing Address or in person at a location with an office, or via Owner's secured website, on a form prescribed by Owner of any change in Renter's address or of intent to vacate at the end of the term.**

21. Partial Payments or Payment in the Event of Default: Partial payments shall not be accepted.

22. Assignment and Subletting: Renter may not assign its rights under this Rental Agreement or sublet the Rented Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

23. Governing Law; Jury Trial; Severability: This Rental Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. Owner and Renter agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Renter further agree that the Federal or State courts in the county in which the Facility is located shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

24. Entire Agreement: This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Renter and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.

25. Counterparts, Headings and Gender: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.

26. Agreement to Mediate: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Renter pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Renter, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Renter located within 60 miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

27. Owner's Employees: In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

28. Warranty of Information: Renter warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

29. Renter's Acceptance of the Rented Space "AS IS": Renter inspected or had the right to inspect the Rented Space and Facility before signing this Rental Agreement and finds the Rented Space to be suitable for the purpose for which Renter rents such Rented Space **and accepts the same "as is."** Owner makes no express warranties. Owner disclaims and Renter waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Renter acknowledges that Owner's Agents have no authority to make warranties, express or implied.

30. Pest Control: Renter is advised that Owner may use chemicals at the Facility, including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Vehicle, including any ties on the Vehicle. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Renter deems necessary to protect its Vehicle and the Personal Property inside from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is around the Facility containing the Rented Space.

31. Permission to Call, Fax and/or E-Mail: Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, or e-mail, Renter hereby consents to Owner phoning, faxing, and e-mailing Renter and that these communications are related to the business relationship. Renter further gives

Owner permission to send text messages to Renter's provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter's email address.

32. Snow Removal: Owner, in the event of snow, clears the common drives and parking lots only, any snow or ice in front, to the side, or rear of the Rented Space is Renter's responsibility to remove.

33. Electricity: Use of electricity at the Facility is strictly reserved to Owner at all times unless Renter receives written permission in the form of a signed electricity addendum. Use of electricity without Owner's approval constitutes a default under This Agreement and Owner may retroactively add a charge of \$20.00 a month for any month the Rented Space has been occupied by Renter. Owner is not liable for any damages which occur as a result of unauthorized use of Owner's electricity including disconnection of electricity, outages, or surges which may cause damage to Renter's Personal Property.

34. Rules and Regulations: The Rules and Regulations of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with thirty (30) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Renters and are made for the appropriate and efficient operation of the Facility.

35. Exclusion of all Warranties: The agents and employees of Owner are not authorized to make warranties about the Rented Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Renter and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Rented Space and the Facility, and that Renter accepts such Rented Space and access to the Facility AS IS AND WITH ALL FAULTS.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety including the additional vehicle information page and agree(s) to be bound by its terms and conditions.

OVER-THE-VALUE-LIMIT ADDENDUM

This Addendum to the Monthly Rental Agreement by and between Owner and Renter and collectively (the "Parties") for the Premises

WHEREAS the Parties have entered into a Monthly Rental Agreement (the "Agreement") for storage of certain personal; and

WHEREAS the Agreement Provision No. 5 provides that Renter shall not store property in the Premises with a value in excess of \$5,000.00 without the prior written permission of Owner; and

WHEREAS Renter desires to store property in excess of \$5,000.00 in the Premises;

IT IS THEREFORE AGREED:

1. That Renter may store personal property or a vehicle which Renter declares has a total, actual cash value in excess of \$5,000.00 in the Premises.
2. Renter agrees to maintain insurance specifically written for property stored in a Storage facility on all property stored in the Premises with actual cash value coverage against all perils, without exception.
3. Owner shall be entitled, from time to time, to require Renter to provide proof that the policy or appropriate replacement policy is still in force and effect.
4. If at any time, the insurance policy identified in this Addendum lapses in coverage as a result of nonpayment of premiums, cancellation, or for any other reason, this shall constitute an Event of Default under the Lease Agreement and, the consent to store property in excess of \$5,000.00 shall immediately be withdrawn by Owner, without further action of Owner and the value of the stored property shall be deemed not to exceed \$5,000.00 without any admission that the stored property has any value at all.
5. Renter understands that Owner provides no insurance to protect any of the property stored by Renter in the Premises.

****I HAVE READ ALL PAGES OF THIS RENTAL AGREEMENT – TERMS AND CONDITIONS****