

Storage Lease - Top Lock Self Storage - Lake View



Storage Rental Agreement

Top Lock Self Storage - Lake View
610 Richard Temple Blvd
Lake View, SC 29563
854-458-6021

NAME:

LEGAL ADDRESS/INFO:

Telephone (Home): Cell: Email:

Social Security Number: ____-____-____ DOB: Drivers License/State /

Emergency Contact:

Address:

Phone:

Military: Please state whether you or your spouse is a member of the armed forces or reserves.

[check one or both if applicable]

Yes

in the reserves, National Guard, or Texas State Guard

Yes

on active duty. Officer _____

Notices: YOU HAVE THE RIGHT TO CHOOSE WHETHER YOU WANT TO RECEIVE ANY NOTICE OF DEFAULT BY MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, YOU WAIVE ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL.

TO CHOOSE NOTICE BY MAIL TO THE ADDRESS WRITTEN ABOVE, SIGN

HERE: _____ (Occupant signs on this line to receive notice by mail.)

TO CHOOSE NOTICE BY ELECTRONIC MAIL, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:

_____ (Occupant signs on this line to receive notice by electronic mail.)

_____ (If Occupant selects to receive notice by electronic mail, on this line Occupant must print the electronic mail address for Owner to use in sending notice.) CHANGES TO YOUR PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE OWNER.

Contents stored or to be stored: (circle all that apply) Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required), and/or other as named.

Lien-holders: Occupant represents that he owns or has legal possession of the personal property in his space(s). Occupant attests that all the personal property in his space is free and clear of all liens and secured interests EXCEPT for items listed below:

This Rental Agreement, (hereinafter referred to as the "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between Top Lock Self Storage - Lake View, the



Owner, (hereinafter referred to as the "Owner") as Landlord, and the Occupant identified above, (hereinafter referred to as the "Occupant") as Tenant, whose last known address is set forth above. For the consideration provided for in this Agreement, the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self service storage facility known as Top Lock Self Storage - Lake View, located in the Town of Lake View County, South Carolina (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self service storage facility described above. Such Space shall be occupied and used only for the purposes specified in this Agreement and at all times subject to the terms and conditions set forth herein, beginning on the Rental Agreement Date listed above and continuing month to month until terminated. ALL SPACES ARE RENTED ON A MONTH TO MONTH BASIS. THERE ARE NO PARTIAL OR PRO-RATED MONTHLY RENTALS EXCEPT FOR THE FIRST MONTH'S RENT.

1. **Rent and Default.** The Occupant agrees to pay the Owner, for the use of the Space and improvements thereon, the Monthly Rent of \$. Monthly installments are payable in advance at the office of Owner on or before **1st of the Month** "Due Date" in the amount of the Monthly Rent stated above, and a like amount each month hereafter, until the termination of this Agreement. The Owner acknowledges receipt of the sum set forth above as the amount tendered this day through the "Paid To date". When rent is seven calendar days past due, or if any check given in payment is dishonored, occupant is considered to be in default and the owner may deny access to the personal property located in the self-storage facility. THIS IS THE OCCUPANT'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.
2. **Denial of Access.** In addition to denial of access due to default as set forth above, access will be denied to any party other than the tenant who does not retain gate code and key to lock on Space or has supplied Owner with written authorization from the tenant to enter the Space. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.
3. **Fees.**
 1. a. Paying your rent timely is your responsibility. We Do Not Send Reminder Notices. Upon request, Owner will send a monthly statement and Occupant will be charged a \$ _____ monthly fee for this service.
 2. b. A late payment of more than Seven (7) days will result in a late charge of \$ and OWNER WILL OVERLOCK OCCUPANT'S UNIT.
 3. c. After Fifteen (15) days past due an additional late fee of \$ will be charged.
 4. d. After (31) days Owner will assess a \$Sale fee.
 5. e. A \$ bad check administrative charge will be incurred on all returned checks and Occupant's space will be overlocked until check and charges are paid.
 6. f. Owner reserves the right to refuse acceptance of payment by check made either in person or by mail.
 7. g. All partial payments shall first be applied to late fees and any other fees or charges before being applied to the rent. Partial Payments will not stop a lien sale.
 8. h. Concurrently with the execution of this Rental Agreement, the Occupant shall pay to the Owner a non-refundable New Account Administration Fee in the amount of \$25.
4. **Use of Space; Compliance with Law.**
 1. (a). The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any perishable, flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the Property which would cause danger or nuisance to the Space or any other portion of the Property. The Occupant agrees that the Space and the Property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special, sentimental or emotional value to the Occupant. The Occupant hereby waives any



claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or on the Property. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. If hazardous substances are stored, used, generated or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. (b). The Occupant agrees not to conduct any business out of the Space, and further agrees that the Space is not be used for any type of work shop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting. Use of any utilities in the Space or on the Property is strictly prohibited except by express written agreement and arrangement with the Owner and for which an additional utility charge may be assessed. In the absence of written permission by the Owner, any violation of the provisions of this section shall be deemed a default under the terms of this Agreement and shall, at the option of the Owner, result in the immediate termination of the Occupant's right of occupancy hereunder. The Occupant agrees to hold the Owner, all other occupants and third parties harmless and indemnify, save and defend such persons from any cost, expense or loss resulting from any violation of this section.

5. **Condition and Alteration of Space.** The Occupant shall make no alterations or improvements to the Space without the prior written consent of the Owner. If the Occupant damages or depreciates the Space, or makes alterations or improvements without such Owner's consent, all costs necessary to restore the Space to its prior condition shall be the responsibility of the Occupant, and shall be considered additional rent payable hereunder. The Occupant shall notify the Owner immediately of any damage or defect to the Space. If Occupant causes any damage to the Property, it may be denied access to its Space until payment is made for the cost to repair. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space.
6. **Limitation of Value.** The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the Owner has given permission in writing for the Occupant to store property exceeding such value. The Occupant agrees that the maximum value for any claim or suit by the Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damage to the Occupant's property, for any cause.
7. **Abandonment.** This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Occupant has removed the contents of the Space, and/or has removed the Occupant locking device from the space and is not current in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.
8. **Termination.** This Agreement shall continue from month to month unless the Owner delivers to the Occupant, or the Occupant delivers to the Owner a written notice of its intention to terminate the Agreement at least ten (10) days prior to the end of the then current rental period. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owner's lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner or trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant.
9. **No Bailment.** The Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Owner exercises neither care, custody, nor control over the Occupant's stored property. The exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in the Occupant.
10. **Occupant's Risk of Loss.** All property stored within the Space or on the Property by the Occupant, or located at the facility by anyone shall be stored at the Occupant's sole risk, and the Occupant must take whatever steps he deems necessary to safeguard such property. The Occupant must keep the Space locked must provide his own lock and key. The Occupant assumes full responsibility for all persons who



have keys and access to the Space. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property, or for any personal injury or death occurring to the Occupant, the Occupant's invitees, family, employees or agents, resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, flood, mold, mildew, hurricanes, rain, tornadoes, explosions, rodents, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or Property from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

11. **Indemnification of Owner.** The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees, arising from the Occupant's lease of the Space in the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property. In the event the space is damaged or destroyed by fire or other casualty, the Owner shall have the right to remove the contents of the Space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and the Occupant shall indemnify and hold the Owner harmless from and against any loss, cost or expense of the Owner in connection with such removal and storage. Should any of the Owner's employees perform any services for the Occupant at the Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and the Occupant agrees to indemnify and hold the Owner harmless from any liability resulting from or arising out of, directly or indirectly, such services performed by employees of the Owner.
12. **Insurance.** THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature, including building collapse, fire, lightning, leaking water, wind and hail, vandalism and malicious mischief, burglary, hurricane and tornado, earthquake, explosion, smoke, and all other perils for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement, and is for the benefit of both the Owner and the Occupant. The Occupant's failure to carry insurance is a breach of this Agreement, and the Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause.
13. **Owner's Right to Enter.** In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement, or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into and upon the Space and the Owner reserves the right to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.
14. **Owner's Lien Rights.** Pursuant to Section 39-20-30 of the South Carolina Code of Laws, UPON DEFAULT BY THE OCCUPANT, THE OWNER HAS A LIEN, THAT IS A CLAIM OR SECURITY INTEREST ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN THE OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY (50) DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDER DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM THE DATE PAYMENT WAS DUE. For purposes of the Owner's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to goods, merchandise, and household items and specifically excludes motor vehicles or other property evidenced by certificate of title; "last known address" means that address provided by the Occupant in the latest Rental Agreement or the address provided by the Occupant in a subsequent written notice of a change of address. The Owner's lien attaches as of the date the Occupant is considered to be in default. OWNER MAY SELL OCCUPANT'S PERSONAL PROPERTY IN A COMMERCIALY REASONABLE MANNER AFTER GIVING OCCUPANT REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. IF OWNER DETERMINES THAT THE VALUE OF THE PROPERTY IN THE SPACE HAS A SALE VALUE OF LESS THAN \$300, THE OWNER MAY DISPOSE OF THE PROPERTY AFTER 60 DAYS. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.



15. **Security Agreement.** This Agreement shall constitute a security agreement covering the contents of the Space (hereinafter referred to as "Collateral"), and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder. The Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. All rights of the Owner hereunder or at law or in equity are cumulative. The Occupant hereby waives and renounces its right to the benefit of any exemptions it may otherwise have under the South Carolina Code of Laws.
16. **Occupant's Liability.** In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that the Occupant shall be personally liable for all rents, charges, costs and expenses including those incurred in the sale and/or disposition of the Occupant's property as provided for above. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds if any.
17. **Assignment and Subletting.** The Occupant shall not assign this Agreement or sublet any portion of the Space.
18. **Waiver/Enforceability.** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by the Occupant of the same or any other provision.
19. **Attorney's Fees.** In the event the Owner retains the services of an attorney to recover any sums due under this Agreement, for an unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees.
20. **Successors in Interest.** This Agreement is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns.
21. **Governing Law.** This Agreement and any actions between the parties shall be governed by and construed and interpreted in accordance with the laws and decisions of the State of South Carolina.
22. **Waiver of Jury Trial.** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity, brought by either the Owner against the Occupant, or the Occupant against the Owner, or anyone claiming under them, on any matter resulting from or arising out of, directly or indirectly, or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and the Property, or any claim of bodily injury or property damage.
23. **Limited Warranty.** This Agreement contains the entire agreement of the parties, and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of this Agreement. The entire agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space, Property, and facility referred to herein. It is further understood and agreed that the Occupant has been given an opportunity to inspect, and has inspected the Space, Property, and facility, and that the Occupant accepts such Space, Property, and facility AS IS and WITH ALL FAULTS.
24. **Rules.** The Occupant agrees to be bound by any Rules and Regulations as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement and incorporated herein.
25. **Notices from Occupant.** The Occupant agrees to give prompt written notice to the Owner, at the address of the Property, of any change in the Occupant's address or any change in the status of any liens or secured interests on the Occupant's property in the Rented Space. The Occupant understands that he must fax or e-mail (with verification by Owner only) or mail such notice by certified mail, return receipt requested, with postage prepaid to the Owner, at the address of the Property.
26. **Notices from Owner.** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Rental



Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. If Occupant has provided the Owner with an electronic address, the Owner may communicate with Occupant and provide Occupant with any written notices authorized or required under this Agreement or by applicable law via electronic mail.

27. **Changes.** All terms of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to his occupancy hereunder.
28. **Occupant's Lock.** The Occupant shall provide at the Occupant's own expense a lock for the space which the Occupant, in the Occupant's sole discretion, deems sufficient to secure the Space. The Space shall be locked immediately upon execution of this Agreement. The Occupant shall not provide the Owner or the Owner's agents with a key and/or combination to the Occupant's lock unless deliveries are to be accepted by the Owner on the Occupant's behalf pursuant to a further written agreement with the Occupant. If lock is not placed on unit or Space is found without a lock, Owner has the right to place a new lock on the Space to secure the Unit without creating a bailment and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
29. **Financial Information.** Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.
30. **Personal Injury.** Owners, officers, members, partners and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family or others for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of Owner, or respective agents, officers, or employees.
31. **Climate Control.** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity. There is a risk of mold and/or mildew developing on stored property, particularly if damp or wet property is brought into the Space. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts, acts of God, the temperature of the may not be heated or cooled at all. Occupant agrees and acknowledges that Owner is not liable for the growth of mold or mildew on stored property.
32. **Permissions for Communication.** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. Occupant hereby consents to Owner phoning, faxing, e-mailing, texting and using social media to communicate with Occupant with marketing and/or other business-related communications, including collection notices.
33. **Storage of Motor Vehicles.** In the event that any motor vehicle remains stored in the Space after termination of the Rental Agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner, after 60 days, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.
34. **Occupant's Trash.** Occupant is responsible for his/her own trash. Anything occupant brings into his/her unit must go with Occupant. Owner does not have trash collection facilities to dispose of storage unit contents. If Occupant leaves garbage, refuse, or anything whatsoever in the storage unit or on storage facility grounds, Owner shall charge Occupant the cost of removal and disposal to put the storage unit or grounds in the same condition as originally received by Occupant.
35. **Military Service.** IF THE OCCUPANT IS IN THE MILITARY SERVICE, the Occupant must provide written notice of such fact to the Owner, and the Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act to this transaction.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. BY



SIGNING THIS AGREEMENT, THE OCCUPANT HEREBY ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

Owner: <Site.Name> Occupant: <Tenant.Name>

This is not a contract of insurance and the facility Owner is not an insurance company.

PROTECTION PLAN ADDENDUM TO SELF SERVICE STORAGE RENTAL AGREEMENT

Tenant:

Unit #:

Date:

Pursuant to the terms and conditions of your Rental Agreement, d/b/a Storage Plus of Livingston ("Owner") is not liable for the loss of or damage to its Tenant's stored goods. As the Tenant, your goods are stored at your sole risk and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan ("Protection Plan"). The Protection Plan provides reimbursement to you for certain losses.

PROTECTION PLAN LIMIT: \$

ADDITIONAL RENTAL FEE (per month): \$

The Protection Plan Limit cannot exceed \$50,000 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your rental agreement up to the PROTECTION PLAN LIMIT indicated above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or as a result of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise **ONLY IF** Owner is negligent or breaches some other duty to you as Occupant **AND** you suffer a loss.

Examples of when Owner would be liable include, but are not limited to: IF Owner is negligent by not repairing the roof, **AND** you suffer a loss due to water damage, **THEN** Owner will be liable for your loss, subject to the limitations below; or, IF a fire occurs as a result of Owner's negligence or other breach of his duty, **AND** you suffer a loss due to fire or smoke damage or water damage, **THEN** Owner will be liable for you loss, subject to the limitations below; or, IF theft or vandalism occurs because of Owner's negligence or other breach of his duty, **AND** you suffer a loss due to theft or vandalism damage to your property, **THEN** Owner will be liable for you loss, subject to the limitations below. Owner is not liable for loss in excess of the amount Occupant requests in this Addendum and which is set forth as the limit of Owner's liability.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the PROTECTION PLAN LIMIT above. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the PROTECTION PLAN LIMIT agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason.
3. Goods Not Covered under the Protection Plan: The Owner will not pay for loss of or damage to goods that are in the open and not in a locked fully enclosed storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps (exceeding \$500 combined total); furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like (exceeding \$15,000.00 combined total); consumer and commercial electronic items exceeding \$15,000 in total; stolen goods or contraband; livestock, explosives and flammables; loss of data records other than the cost of blank data carrying materials. This Protection Plan does not cover motor vehicles, boats or other property if stored outdoors.



4. Losses Not Covered under the Protection Plan:

- a. Loss or damage to Tenant's stored goods caused by flood; surface water, underground water, storm, surge, waves, tidal water or overflow from any body of water; water that backs up through or overflows from a sewer drain or sump.
- b. Mold, mildew, or wet or dry rot.
- c. Terrorist attack, war or military action.
- d. Loss or damage resulting from unknown or mysterious causes.
- e. Consequential loss of any kind or description.
- f. Nuclear reaction, radiation or radioactive, biological or chemical contamination.
- g. Moths, insects, rodents or vermin damage in excess of \$500.
- h. Loss of data records other than the cost of blank data carrying materials.
- i. Loss or damage from earthquake,
- j. Loss from theft without forcible and violent signs of entry into a securely locked space and accompanied by a police report.
- k. Loss or damage occurring during loading and/or unloading and/or not contained within the storage unit at the time of the loss.

5. The Amount Owner Will Pay if there is a Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible and where it is economical to do so. In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the PROTECTION PLAN LIMIT.

- a. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s)
- b. Documents: Where there is loss of or damage to documents, Owner will pay the reasonable costs of reprinting and/or reasonable costs of reissue and or reconstitution including, where applicable fresh research or exploration to obtain essential information.
- c. Pairs and sets: Where any items are part of a pair or of a set, payment shall only be for the actual items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

6. Failure to Pay Rent: The Protection Plan may not cover any damages or losses for any month that the



Protection Plan is not timely paid in full for the month. At Owner's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing, unless any loss or damage has occurred during the period of non-payment.

7. Participation Termination: Participation in this Protection Plan may be canceled by you upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner upon thirty (30) days written notice to you (unless terminated earlier by rent non-payment).

8. Time Limit for Notice: Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property or at the time of the removal of your property from the unit, whichever is the soonest.

9. Modifications to Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of Owner upon thirty (30) days prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Tenant purchases a Protection Plan the next month, the change shall become effective on the date stated in the Owner's notice and shall apply thereafter. Tenant is obligated to notify Owner if there is any change to the PROTECTION PLAN LIMIT otherwise Tenant warrants that the value is accurate.

10. Cooperation: As a condition to any payment under the Protection Plan, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant's alleged loss or damage.

11. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this Addendum are in effect and binding on both Owner and you and are incorporated by reference herein.

NOTICE: This is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this addendum. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this Protection Plan.

I agree to the above terms and conditions

[/check_insurance]

X _____



Signature Certificate

Document name: Storage Lease - Top Lock Self Storage - Lake View

🔒 Unique Document ID: F4720BEB6CB12FA1A6F01301540FB10C0B4AF11C

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Build. Track. Sign Contracts.

Timestamp

July 16, 2024 6:43 am CDT

Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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