

# **Fiduciary Agreement**

I,	
(Print Name)	(Title)
of <u>County of El Dorado - Elections</u> (Company Name)	Dept. authorize our employee
(Print Name)	to execute the Lease/Rental Agreement
on behalf of the company and acknowledge that this employ this company to any and all provisions of the Lease/Rental Agr	ree has the full right and authority to bind reement.
Ву: _	(Signature)
-	(Title)
- -	(Date)
Unit #: _	
Received By: _	(Company Representative)
	(District Manager Approval)

### SELF STORAGE RENTAL AGREEMENT

(Month-to-Month Tenancy)

LIEN NOTICE: OWNER HAS A LIEN 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. PROPERTY STORED HEREUNDER MAY BE SOLD TO SATISFY THIS LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAP OMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE. 1. Lease Information: A. Date of Lease: 07/01/19 Storage Space No.: DJ3 Approx. Space Size:

El Cordo Courtey

D. Occupant's Name(s): Electrons Dept. Home Phone: Work Phone: 621-748/ Cell: E. Anniversary Date: Email: Cyndi. Morrison @ edcgou. U5

By electing to provide its e-mail address, Occupant agrees that notice by Owner may be given to Occupant via e-mail. F. Address: 2850 Fairlane Ct. City: Placenille State: Ct Zip Code: 95667 G. Driver's License No.: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ H. License Plate Number: 1. Rental Rate for term: 318. October (due and payable only in United States dollars) J. Administration Fee: #25.00 MILITARY: Please state whether you or your spouse are active duty military or reserves. Yes\_\_\_\_\_\_NO \_\_\_\_\_. SSN: If so, state Branch, Base assigned and Commanding Officer: \_\_\_ DESCRIPTION OF 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: <u>Surplus</u> <u>Johns</u> <u>Please</u> state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If more than one such lienholder or secured party exists, please list all lienholders and secured parties on a separate attachment to this Agreement and write "See Attachment" in the space below. If you decline, please write none. El boado County Elections Department. PO. Box 1678 601 Placerville ALTERNATE CONTACT: Please provide the name and address of another person to whom any preliminary lien notice and subsequent 958667 notices may be sent. If you decline to provide one, write none. Name:\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_ Address:\_\_\_\_\_\_ City/State/Zip:\_\_\_\_\_ E-Mail: 2. Parties and Date: This Lease is executed in duplicate as of the date set forth above by and between

managed by William Warren Properties, Inc. as Agent for Owner ("Owner"), and the individual(s)

("Occupant") those certain premises described in section 1. B. above (referred to in this Lease as "premises" or "space" or "unit") on

- 3. Term: The term of this tenancy will start as of the date set forth in section 1.E., and will continue on a month-to-month basis, until
- 4. Space Size: Occupant understands that all unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Space. Space sizes are for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.
- <u>5. Rent and Fees:</u> Rent is the sum set forth above in section 1.I., payable in advance upon the monthly anniversary date set forth above each and every calendar month to Owner or to Owner's designated agent. Rent is payable without deduction, demand or billing statement. Rent is payable only in United States dollars.
- A. If rent is not paid within ten (10) days after the due date, or in the event of a dishonored bank check from Occupant to Owner, because actual damages for said late payments and dishonored checks are extremely difficult to ascertain, Occupant agrees to pay a late fee in amount to be determined as stated below.
- i) ten dollars (\$10) if the monthly rent is sixty dollars (\$60) or less;
- ii) fifteen dollars (\$15) if the monthly rent is between sixty dollars (\$60) and one hundred (\$100);
- iii) the greater of twenty dollars (\$20) or 15% of the monthly rent, if the monthly rent is one hundred dollars (\$100) or more and \$25.00 as liquidated damages for said dishonored bank check as additional rent.
- B. If Occupant's checks are dishonored more than once, Owner may require, upon seven (7) days written notice to Occupant, that all future rent must be paid by certified check, money order or cashier's check.
- C. All rent or other charges due upon termination must be paid by certified check, money order or cashier's check.
- D. If rent is not paid within thirty consecutive (30) days after the due date, a lien notice will be sent and a charge of \$20.00 will be assessed to the Occupant's account.
- E. Occupant will be deemed responsible for the following fees associated with the cost of auctioning ones property; publication fee \$25.00 (per ad), sale fee \$50.00.
- F. The monthly rental rate may be changed at any time by Owner giving written notice to Occupant at the last known address, thirty (30) days before the effective date of the change. If Occupant has made advance rental payments, the new rate will be charged against such payments.
- G. No rent refunds or rent pro-rations will be given for either the first month or the month of termination. No rent refund will be given at termination for any unused prepaid rent. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant pays all rent and charges which are in arrears, then the overlock will be removed during office hours of the Facility, within 48 hours after receipt of payment in full. Tampering with Owner's overlock is strictly forbidden and actionable.
- 6. Use and Occupancy/Uses Strictly Prohibited: The space is to be used only for storage of personal property and household goods solely owned by Occupant.
- A. Occupant is prohibited from storing, using on, or bringing onto the premises any materials which are classified as hazardous, flammable, perishable, toxic or illegal possessions under any law or regulation or in fact, and from engaging in any activity on the premises which produces, or may produce, such materials. Without limiting the foregoing, Occupant is prohibited from storing, using on, or bringing onto the premises any and all ammunition and firearms.
- B. Trash or discarded materials are not allowed in or near the space.
- C. Occupant has no right to use any other portion of the premises for any purpose other than for access to the rented storage space. Neither the property stored, nor the manner of storage, may be allowed to become a fire hazard or nuisance, or to constitute a violation of any law or ordinance.
- D. Property is stored under the sole supervision and control of the Occupant, and Owner does not exercise care, custody, or control over property stored by Occupant.
- E. It is unlawful to use a storage space in this facility as a residence. Use of the premises for human or animal habitation is specifically prohibited.
- F. Occupant agrees not to store collectibles, heirlooms, jewelry, money, bullion, works of art, food, firearms, irreplaceable or invaluable property (such as books, financial records, writings, computer data), or any property having special or sentimental value to Occupant. Occupant agrees not to store records or receipts for the property stored in the space. 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

- G. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.
- H. Occupant is strictly prohibited from storing or using materials in the Space or in the Facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Space at any time to remove and dispose of prohibited items.
- 7. Access: IF RENT IS NOT PAID WITHIN TEN (10) DAYS OF THE MONTHLY DUE DATE, OWNER, MAY, WITHOUT NOTICE, RESTRICT VEHICLE ACCESS TO THE FACILITY WITHOUT RESTRICTING ACCESS TO THE TENANT'S SPACE. UNTIL RENT IS PAID IN FULL, SUCH VEHICLE ACCESS MAY BE PERMITTED ONLY UPON APPROVAL OF THE SITE MANAGER AND ONLY DURING REGULAR OFFICE HOURS FOR THE FACILITY. Access to the space will be denied if Occupant fails to cure its default in full within 14 days of date of Preliminary Lien Notice. 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. In Owner's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Occupant hereby acknowledges that Owner and Owner's agents have neither made any representations or warranties about security or safety of the premises or property stored therein nor made any guarantees relating to safety or security. Without limiting the foregoing, Owner shall have no responsibility for providing security of any nature at or for the premises.
- 8. Rules: Owner will have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care and cleanliness of the premises, or preservation of good order. Occupant must follow all of Owner's rules either now in effect or that may be put into effect later.
- 9. Premises: Occupant accepts the space as being in good condition and repair. Occupant will immediately notify Owner of any defect in the storage space. Occupant will keep the premises in good condition and will pay Owner for repairs necessary due to negligence or misuse while under Occupant's control. Occupant must not use the electric light, if provided, for any use other than as a light fixture. Occupant must provide his own light bulb. Occupant may not build or attach anything to the building or common walls. This property has not undergone inspection by a Certified Access Specialist. However, Owner is working to meet all applicable standards for ADA Compliance in the State of California. Should Occupant need support for access, please contact the manager, who will be happy to provide assistance.
- 10. Owner's Right to Enter: Occupant grants Owner and its agents, and the representatives of any government authority (including police and fire officials) the right to access Occupant's storage unit(s) upon three (3) days written notice to Occupant.
- A. If Occupant does not grant access to the premises as required, or in the event of an emergency, or upon default of any of Occupant's obligations under this Lease (other than the failure to pay rent), Owner or its agents or the representatives of any governmental authority will have the right, but not the obligation, to remove Occupant's locks and enter the premises, without notice to Occupant, for the purpose of examining the premises or the contents thereof or for the purpose of making repairs or alterations to the premises and taking such other action as may be necessary or appropriate to preserve the premises or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance material or waste or to enforce any of Owner's rights.
- B. If there is any damage or injury to the premises or the Facility arising from the active or passive acts, omissions or negligence of Occupant, all expenses reasonably incurred by Owner to repair or restore the unit or premises or restore compliance with environmental regulations will be paid by Occupant as additional rent and will be due upon demand by Owner.
- 11. Termination: With respect to month-to-month tenancy, this Rental Agreement can be terminated only in the event that the party desiring to terminate shall have given written or telephone notice of termination to the other party 7 (seven) days prior to the end of any monthly period, or in the case of such termination to be effective as of the last day of the monthly period. Nothing herein shall limit the right of Owner to terminate the Rental Agreement in the manner provided by law prior to the expiration of any term, in the event that Occupant shall commit any breach or default hereunder or abandon the Premises. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. No refunds are allowed for partial-month occupancies. 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. This Rental 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's 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. Any property remaining in the space after termination of this agreement will be conclusively deemed abandoned by Occupant, and may be sold, destroyed, or disposed of in any manner chosen by Owner in Owner's sole and unlimited discretion.

- 12. Assignment: Occupant may neither sublet or assign the storage space nor store property owned by others in it without the written consent of Owner. Owner may withhold consent to any requested assignment or subletting in Owner's sole, unlimited, and absolute discretion. No requirement of reasonableness in the granting or withholding of such consent is to be implied by anything in this
- 13. Indemnity: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use of the premises. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Occupant's storage space. Occupant agrees to indemnify Owner from any liability, loss, cost or obligation on account of or arising from any such injuries or losses caused by persons other than Owner or Owner's agent.

#### 14. Liability and Insurance:

- A) Release of Liability for Property Damage: NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE. THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE SPACE SHALL REMAIN VESTED IN THE OCCUPANT, AND ALL PROPERTY STORED WITHIN OR ON THE SPACE BY OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT OCCUPANT'S SOLE RISK. OWNER AND ITS RESPECTIVE AGENTS, EMPLOYEE AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY IN THE SPACE OR AT THE FACILITY ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, BURGLARY, MYSTERIOUS DISAPPEARANCE, FIRE, WATER DAMAGE, MOLD, MILDEW, RODENTS, INSECTS, ACTS OF GOD, THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES OR THE MALFUNCTION OF ANY TYPE OF CLIMATE CONTROL SYSTEM INSTALLED BY OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES. No owner of a self-service storage facility shall be liable for loss sustained by an Occupant as a result of theft committed by a third party provided that ordinary care was exercised.
- B) Insurance: OCCUPANT, AT OCCUPANT'S EXPENSE, SHALL MAINTAIN A POLICY OF FIRE, EXTENDED COVERAGE ENDORSEMENT, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF INSURANCE FOR THE ACTUAL CASH VALUE OF STORED PROPERTY. INSURANCE ON OCCUPANT'S PROPERTY IS A MATERIAL CONDITION OF THIS RENTAL AGREEMENT AND IS FOR THE BENEFIT OF OCCUPANT AND OWNER. FAILURE TO CARRY THE REQUIRED INSURANCE IS A BREACH OF THIS RENTAL AGREEMENT AND OCCUPANT ASSUMES ALL RISK OF LOSS TO STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE. OCCUPANT EXPRESSLY AGREES THAT THE INSURANCE COMPANY PROVIDING SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES FOR LOSS OF OR DAMAGE TO STORED PROPERTY.
- 15. Security of Space; Occupant Provides Lock: Occupant agrees to be solely responsible for providing a lock to secure access to the space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such locks are rendered ineffectual for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to resecure the space, with or without notice to Occupant, in Owner's sole discretion. The fact that Owner has taken measures to re-secure access to Occupant's space will not change the limitations on Owner's liability set forth elsewhere in this agreement, nor will such measures be deemed a conversion of Occupant's stored property. Occupant will also be solely responsible for any access to the space achieved by others, subject to all of the terms and limitations of this agreement, whether or not such access is achieved as a result of Occupant's intent. There shall be no liability to Owner, Owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. Any video recording devices are not monitored.
- 16. Notices: All notices from Owner required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, or via e-mail to Owner at the address shown on the Agreement. E-mail from Occupant must be acknowledged in writing by Owner to be deemed delivered. Owner does not recognize

or acknowledge address changes which are not delivered to Owner in writing. Any other legal notifications from the Occupant regarding this agreement can be mailed to StorQuest Self Storage, 201 Wilshire Bl. Ste. 102, Santa Monica, CA 90401.

- 17. Attorney's Fees: A). If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment. B). Without limiting the generality of section 17(A) above, if Owner utilizes the services of an attorney for the purpose of collecting any rent due and unpaid by Occupant or in connection with any other breach of this Lease by Occupant, Occupant agrees to pay Owner actual attorneys' fees as determined by Owner for such services, regardless of the fact that no legal action may be commenced or filed by Owner.
- 18. No Oral Agreements; Entire Agreement and Lack of Warranties: This Lease contains the entire agreement between Owner and Occupant. Occupant agrees that he/she is not relying, and will not rely upon any oral representation made either before, concurrent with or after the execution of this Lease whether made by Owner, or by any of Owner's agents or employees -- purporting to modify or add to this Lease in any manner. There are no representations, warranties or agreements by or between the parties which are not set forth fully herein, and no representative or agent of Owner is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. Owner disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, or security of the premises and Project. Occupant agrees that he/she has inspected the premises (including the common areas and the unit(s) being leased) and found them satisfactory, and that Owner and Owner's agents have neither made any representations or warranties about security or safety of the premises or property stored therein nor made any guarantees relating to safety or security; and that this Lease does not create a contractual duty for Owner to provide such safety or security. Any modification or amendment to this Lease must be in writing.
- 19. Succession: All provisions of this rental agreement will apply to and be binding upon all of the successors in interest, assigns, or representatives of the parties hereto.
- **20. Validity:** If any part of this agreement is held to be unenforceable for any reason, it will be deemed severed and will not affect the balance of the agreement otherwise found to be valid and enforceable.
- 21. Release of Occupant Information: Occupant authorizes Owner to release any information about Occupant and Occupant's occupancy as either may be required by law or required by government authorities or agencies.
- **22. Time:** Time is of the essence in the payment of each and every payment upon rent herein covenanted to be paid, as well as the other obligations contained in this Rental.
- 23. Owner's Lien: OCCUPANT ACKNOWLEDGES AND AGREES THAT OCCUPANT'S PERSONAL PROPERTY STORED ON OR ABOUT THE PREMISES WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OWNER FROM THE DATE RENT IS DUE AND UNPAID, FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY. OCCUPANT'S PERSONAL PROPERTY IN, ON OR ABOUT THE PREMISES MAY BE SOLD TO SATISFY SUCH LIEN IF OCCUPANT IS IN DEFAULT UNDER THIS AGREEMENT.
- 24. Limitation of Value: Occupant agrees that under no circumstances will the aggregate value of all personal property stored in any storage space in the Project exceed, or be deemed to exceed, \$5,000, and that Occupant will not store property with an aggregate value of more than \$5,000 in any storage space without the signed, written permission from Owner. Occupant agrees that Owner need not be concerned with the kind, quantity or value of personal property or other goods stored by Occupant in or about the premises pursuant to this Lease. Nothing herein will constitute any agreement or admission by Owner that Occupant's stored property has any value whatsoever, nor shall anything alter the limitation of Owner's liability set forth elsewhere herein. Occupant further agrees that Owner's and Owner's agents' total responsibility for any loss from any cause whatsoever will not exceed \$5,000 per storage space.
- **25. Personal Injury:** Owner, Owner's agents and employees will not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the premises or Occupant's space, or arising out of Occupant's use of the premises or space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions or negligence of Owner, Owner's agents or employees.

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- 26. Waiver of Jury Trial: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complain t brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law, statute, or regulation.
- **27. Military:** If you are Active Duty Military, you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemember's Civil Relief Act.
- **28. 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.
- 29. Climate Control: The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner or its respective agents. Occupant agrees to periodically inspect the storage space, taking any actions necessary to protect the stored property.
- 30. Changes: All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days posted notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.
- 31. Permission to Communicate: 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 (including automated calls or texts) to communicate with Occupant with marketing and/or other business-related communications, including collection notices.
- 32. 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 of 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. 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.
- 33. Subordination: This Rental Agreement and all amendments and modifications thereof shall be fully subordinate to the lien of any mortgage now or hereafter affecting the premises.
- 34. Entire Agreement: This Rental Agreement, consisting also of Occupant Information Card and Rules and Regulations, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

Occupant agrees to all terms of this agreement and acknowledges receipt of a copy of this agreement by signature below.

OCCUPANT:	

## ADDENDUM TO RENTAL AGREEMENT

Limitation of Value

Tenant's Name: El DoadoCounty - Unit No.: D13  (Please print) Elections Department
As a condition of Tenant's Lease with <u>Missouri Plat Storage Dept</u> ("Owner"), Tenant agrees not to store property in its storage unit having a combined value in excess of \$5,000.00. In consideration of Tenant's demonstration of ownership of insurance for One Hundred Percent (100%) of the full replacement value of the property stored or to be stored, Owner hereby waives the Limitation of Value provision contained in the Rental Agreement.
However, Owner's agreement to waive this value provision is conditioned upon the following:
1. Tenant agrees to maintain its insurance for One Hundred Percent (100%) of the full replacement value of the property stored or to be stored until the termination of its Rental Agreement and
removal of its property from the storage facility.  Tenant expressly agrees that the carrier of its insurance shall not be subrogated to any claim of Tenant against Owner (as defined to include its officers, employees and agents) from any and all claims of loss or damage to the personal property covered under such insurance.
3. Tenant hereby waives any and all rights of recovery against Owner (as defined above) in connection with any loss or damage to Tenant's property which should be covered by such insurance policy.
4. If Tenant allows the insurance policy to lapse by failing to pay the required premiums, then Tenan shall be considered self insured, whether or not Owner has been informed of such lapse.
<ol><li>If Tenant allows the insurance policy to lapse by failing to pay the required premiums, then the limitation of value provision contained in the self storage agreement shall be reinstated an</li></ol>
Owner's present waiver shall be deemed null and void.  Tenant agrees that Owner's agreement to allow the Tenant to store property having a value i excess of \$5,000.00 shall not be deemed to create any liability on the part of Owner to Tenant for any loss or damage to Tenant's property, regardless of cause.
This Addendum is made a part of Tenant's Rental Agreement and is incorporated therein be reference.
Signature:
Date:

### OLD REPUBLIC INSURANCE COMPANY SELF STORAGE TENANT INSURANCE ENROLLMENT FORM

Operator: The William Warren Group Facility Name:

Master Policy Number: ME 309125

Applicant Name:

Unit or Space #:

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

Amount of Insurance:

Monthly Premium: \$12.00 Insurance Start Date:

\$3,000.00

I acknowledge that I have elected to purchase insurance through Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected and initialed above is the maximum limit and is subject to a \$100 deductible. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

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

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

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

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

I understand that I will receive 90 days of notice of changes in the premium rates, if any, and the new rate shall be payable as my Monthly Premium beginning the month after the 90 day notice period is exhausted.

I have received a Self Storage Tenant Insurance program brochure and Certificate of Insurance. I understand the manager and staff at this facility are NOT insurance agents. Please direct any questions regarding the insurance you purchased to Xercor Insurance Services LLC at:

Xercor Insurance Services LLC 8435 Keystone Crossing, Suite 240 Indianapolis, IN 46420 1-844-769-2904

California License Number: 0L23065

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in and enrollment form or in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Not applicable in AL, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NY, OH, OK, OR, PA, RI, TN, VA, WA, and WV.

Alabama-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Colorado-It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, XIM 00 02 (09 16)

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denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia-**WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida-Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kansas-Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act

**Kentucky**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

Maine, Tennessee, Virginia, and Washington-It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

New Jersey-Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio-Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma-WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon-Any person who knowingly wand with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Pennsylvania-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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

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

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PRINTED NAME:	
APPLICANT'S SIGNATURE:	DATE SIGNED:

# CERTIFICATE OF INSURANCE SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER: ME 309125

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

Old Republic Insurance Company

Tenant Name:	Space:
Customer of:	Date:
Site Address:	

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

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

AMOUNT OF INSURANCE - means the coverage limit on the "enrollment form" that you signed.

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

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

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

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

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

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

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

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$100. We will then pay the amount of adjusted loss or damage in excess of the deductible, up to the "amount of insurance".

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

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

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**ADDITIONAL COVERAGES:** We will also provide the following additional coverages up to the amounts stated below. These additional coverages do not increase the "amount of insurance".

- a. BURGLARY: We will pay 100% (one hundred percent) of the "amount of insurance" for loss of or damage to Covered Property caused by "burglary" or holdup. However, this coverage applies only when such self storage unit or space is securely locked at the time of the forcible entry and visible signs of forcible entry must be evident. The absence of a lock will not constitute forcible entry. You must provide a report from law enforcement as verification of such "burglary".
- b. **DEBRIS REMOVAL:** We will pay up to 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the necessary expense incurred in the removal of debris of your Covered Property following an insured loss.
- c. TRANSIT: We will pay up to 100% (one hundred percent) of the "amount of insurance" shown in the "enrollment form" for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the "rental agreement".
- d. **EXTRA RENTAL SPACE:** We will pay 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building by a Covered Cause of Loss insured against in this policy.
- e. FLOOD: We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.
- f. RODENT, VERMIN, MOTH OR INSECT DAMAGE: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths or insects.
- g. MOLD, MILDEW, FUNGUS, WET OR DRY ROT: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, wet or dry rot.

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

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

## This coverage does not apply to the following:

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

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

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces;
- b. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
- c. Seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- d. Nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether or not these are specifically named or otherwise included as covered causes of loss or damage.

**TERMINATION OR CANCELLATION OF THIS INSURANCE:** This insurance evidenced by this Certificate shall automatically terminate without notice to you:

- a. On the date your "rental agreement" is terminated; or
- b. On the first day you fail to pay the "premium" in full for this insurance by your monthly payment due date.

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

The "premium" for the month of termination or cancellation is fully earned and there shall be no return "premium" due to you for such month.

For reasons other than nonpayment of "premium", we may cancel this insurance at any time and for any reason permitted by law upon 30 days advance written notice to you at the address set forth in the "rental agreement". If notice is mailed, proof of mailing will be sufficient proof of notice. In event of such cancellation, the notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a "premium" refund. If so, we will send your refund to the "operator" to give you. The cancellation will be effective even if we have not made the refund offer. If any part of this section is in conflict with specific state requirements, the state requirements will prevail.

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

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

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

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

IF YOU HAVE A LOSS: Write or telephone:

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

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**CONCEALMENT, MISREPRESENTATION AND FRAUD:** If you commit fraud by intentionally concealing or misrepresenting a material fact concerning:

- a. The insurance evidenced by this policy;
- b. Covered Property; or
- c. Your interest in the Covered Property;

You will void the insurance under this policy.

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

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

APPRAISAL: If you and we do not agree as to the amount of loss of or damage to Covered Property, then the you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two of the appraisers and the umpire will be binding and set the amount of loss or damage. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the other expenses of the umpire and the other expenses of the appraisal.

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

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

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

#### PAIR, SET OR PARTS:

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

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

# **Rules & Regulations**

#### Rent:

- 1. Rent is due on or before the anniversary date of each month, which is stated on your lease. If rent is not received by this date, the account is considered delinquent and a late fee will be assessed.
- 2. Owner reserves the right to refuse payments made by check whether in person or by mail.
- 3 Payments received after posted business office hours will be credited to the Tenant's account the following business day.
- 4. Insurance, and/or proof of insurance of the items stored, is to be provided at the time of rental and maintained through the occupant's tenancy.

#### Vacating:

 Tenants must notify the office at least seven days (7) prior to the first of the month of intent to vacate unit by giving a written or telephone notice to the manager.

#### Refund Policy:

- 1. Prepaid or unused rent is not refundable.
- 2. There is no prorating of rent on move-outs.

#### **Ground Rules:**

- 1. Individuals must identify themselves if requested.
- 2. Remove all trash and unwanted items from the space. Tenant is not allowed to use on-site dumpster for trash disposal. Tenant will be charged a minimum fee of \$30.00 for trash removal or improper trash disposal.
- 3. While driving in the facility abide by the 5 miles per hour speed limit. When parking vehicle do not block driveways or other storage spaces.
- 4. It is the Tenant's responsibility to secure the storage unit using a personal lock.
- 5. Tenant is responsible for insuring all property within the storage unit.
- 6. The use of electrical outlets and electricity in the storage unit is not allowed.
- Storage of welding gases, gasoline or flammables, explosives or other hazardous and dangerous materials are strictly prohibited.
- 8. Absolutely no alcohol, drugs or smoking allowed on the facility premises.
- 9. All materials and items in the storage unit must be placed at least 18" below the fire sprinkler head(s).
- Absolutely no loitering. Company personnel reserve the right to ask you to leave the facility premises at anytime.
- 11. If the stored property is a vehicle or vessel, the Tenant is responsible for any damages. Tires must be inflated at all times, and vehicle must be in good running condition.

Please notify the office immediately in writing of any address or phone number changes.

Managed by William Warren Properties, Inc.

# **Instructions to Pay Online**

## Follow these easy steps:

- 1. Access the Internet via your web browser and go to your facility's URL.
- 2. Select "My Account" at the top of the right screen.
- 3. Click on <u>"Forgot your password? Existing tenant but do not have a login? Click here."</u>
- 4. Enter the e-mail address associated with your storage account and follow the

If you have any questions, please contact your Store Manager.

Managed by William Warren Properties, Inc.



# **Fiduciary Agreement**

l,	
(Print Name)	(Title)
of <u>County of El Dovado</u> Election (Company Name)	authorize our employee
(Print Name)	to execute the Lease/Rental Agreement
on behalf of the company and acknowledge that this employ this company to any and all provisions of the Lease/Rental Ag	yee has the full right and authority to bind reement.
By:	
	(Signature)
	(Title)
*	(Date)
Unit #:	
Received By:	
	(Company Representative)
	(District Manager Approval)

#### **SELF STORAGE RENTAL AGREEMENT**

(Month-to-Month Tenancy)

LIEN NOTICE: OWNER HAS A LIEN 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. PROPERTY STORED HEREUNDER MAY BE SOLD TO SATISFY THIS LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

1. Lease Information:						
A. Date of Lease: 01/DI/19	Storage Space	e No.: D 24	Approx. Spa	ce Size:		
A. Date of Lease: 07/01/19  El Borodo County - D. Occupant's Name(s): Electrons	— Home Phoi	ne:	Work Pho	530 one: <u>(62)</u> - "	748]Cell:_	
E. Anniversary Date:  By electing to provide its e-mail address,	Email: Cui	ndi. morri	son o e	degov.	us	
By electing to provide its e-mail address,	Occupant agrees	that notice by Ow	ner may be gi	iven to Occu	pant via e-ı	mail.
F. Address: 2550 Fairlane	Cit	y: Placen	ille State:	CA	Zip Code: _	95467
G. Driver's License No.:	Make:	Model:		Year:		
H. License Plate Number:	I. Rer	ntal Rate for terms	#324.	pe	er month.	
J. Administration Fee: 425.00		(due and payable o	only in United Sta	tes dollars)		
MILITARY: Please state whether you or yo	our spouse are act	ive duty military o	r reserves. Yes	5N	10	
SSN:						
If so, state Branch, Base assigned and Com	nmanding Officer:					
Toys, Sporting Goods, Tools, Motor Vehic named: Surplus Items He DISCLOSURE OF LIENHOLDERS: Please st property that is or will be stored. If more that on a separate attachment to this Agree.	eles (VIN Required that hame and adhan one such lient thement, and write	l), Other Vehicles/ Donation Idress of any lient nolder or secured per "See Attachmen	Trailers (Regis nolders or sec	tration numl ured parties ease list all lie	ber required - s who have enholders a	an interest in the and secured parties
none. The Dovado County-E					m. lian nati	
notices may be sent. If you decline to pro			on to whom a	ny prenimina	ry lien notic	ce and subsequent
	•					
Name:	Phon	e:			-	
Address:		ate/Zip:				
E-Mail:						
2. Parties and Date: This Lease						
manag ("Occupant") those certain premises desc						

- 3. Term: The term of this tenancy will start as of the date set forth in section 1.E., and will continue on a month-to-month basis, until
- **4. Space Size:** Occupant understands that all unit sizes are approximate and enters into this Rental Agreement without reliance on the estimated size of the Space. Space sizes are for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.
- <u>5. Rent and Fees:</u> Rent is the sum set forth above in section 1.I., payable in advance upon the monthly anniversary date set forth above each and every calendar month to Owner or to Owner's designated agent. Rent is payable without deduction, demand or billing statement. Rent is payable only in United States dollars.
- A. If rent is not paid within ten (10) days after the due date, or in the event of a dishonored bank check from Occupant to Owner, because actual damages for said late payments and dishonored checks are extremely difficult to ascertain, Occupant agrees to pay a late fee in amount to be determined as stated below.
- i) ten dollars (\$10) if the monthly rent is sixty dollars (\$60) or less;
- ii) fifteen dollars (\$15) if the monthly rent is between sixty dollars (\$60) and one hundred (\$100);
- iii) the greater of twenty dollars (\$20) or 15% of the monthly rent, if the monthly rent is one hundred dollars (\$100) or more and \$25.00 as liquidated damages for said dishonored bank check as additional rent.
- B. If Occupant's checks are dishonored more than once, Owner may require, upon seven (7) days written notice to Occupant, that all future rent must be paid by certified check, money order or cashier's check.
- C. All rent or other charges due upon termination must be paid by certified check, money order or cashier's check.
- D. If rent is not paid within thirty consecutive (30) days after the due date, a lien notice will be sent and a charge of \$20.00 will be assessed to the Occupant's account.
- E. Occupant will be deemed responsible for the following fees associated with the cost of auctioning ones property; publication fee \$25.00 (per ad), sale fee \$100.00.
- F. The monthly rental rate may be changed at any time by Owner giving written notice to Occupant at the last known address, thirty (30) days before the effective date of the change. If Occupant has made advance rental payments, the new rate will be charged against such payments.
- G. No rent refunds or rent pro-rations will be given for either the first month or the month of termination. No rent refund will be given at termination for any unused prepaid rent. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant pays all rent and charges which are in arrears, then the overlock will be removed during office hours of the Facility, within 48 hours after receipt of payment in full. Tampering with Owner's overlock is strictly forbidden and actionable.
- <u>6. Use and Occupancy/Uses Strictly Prohibited:</u> The space is to be used only for storage of personal property and household goods solely owned by Occupant.
- A. Occupant is prohibited from storing, using on, or bringing onto the premises any materials which are classified as hazardous, flammable, perishable, toxic or illegal possessions under any law or regulation or in fact, and from engaging in any activity on the premises which produces, or may produce, such materials. Without limiting the foregoing, Occupant is prohibited from storing, using on, or bringing onto the premises any and all ammunition and firearms.
- B. Trash or discarded materials are not allowed in or near the space.
- C. Occupant has no right to use any other portion of the premises for any purpose other than for access to the rented storage space. Neither the property stored, nor the manner of storage, may be allowed to become a fire hazard or nuisance, or to constitute a violation of any law or ordinance.
- D. Property is stored under the sole supervision and control of the Occupant, and Owner does not exercise care, custody, or control over property stored by Occupant.
- E. It is unlawful to use a storage space in this facility as a residence. Use of the premises for human or animal habitation is specifically prohibited.
- F. Occupant agrees not to store collectibles, heirlooms, jewelry, money, bullion, works of art, food, firearms, irreplaceable or invaluable property (such as books, financial records, writings, computer data), or any property having special or sentimental value to Occupant. Occupant agrees not to store records or receipts for the property stored in the space. 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

- G. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.
- H. Occupant is strictly prohibited from storing or using materials in the Space or in the Facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Space at any time to remove and dispose of prohibited items.
- 7. Access: IF RENT IS NOT PAID WITHIN TEN (10) DAYS OF THE MONTHLY DUE DATE, OWNER, MAY, WITHOUT NOTICE, RESTRICT VEHICLE ACCESS TO THE FACILITY WITHOUT RESTRICTING ACCESS TO THE TENANT'S SPACE. UNTIL RENT IS PAID IN FULL, SUCH VEHICLE ACCESS MAY BE PERMITTED ONLY UPON APPROVAL OF THE SITE MANAGER AND ONLY DURING REGULAR OFFICE HOURS FOR THE FACILITY. Access to the space will be denied if Occupant fails to cure its default in full within 14 days of date of Preliminary Lien Notice. 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. In Owner's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Occupant hereby acknowledges that Owner and Owner's agents have neither made any representations or warranties about security or safety of the premises or property stored therein nor made any guarantees relating to safety or security. Without limiting the foregoing, Owner shall have no responsibility for providing security of any nature at or for the premises.
- 8. Rules: Owner will have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care and cleanliness of the premises, or preservation of good order. Occupant must follow all of Owner's rules either now in effect or that may be put into effect later.
- 9. Premises: Occupant accepts the space as being in good condition and repair. Occupant will immediately notify Owner of any defect in the storage space. Occupant will keep the premises in good condition and will pay Owner for repairs necessary due to negligence or misuse while under Occupant's control. Occupant must not use the electric light, if provided, for any use other than as a light fixture. Occupant must provide his own light bulb. Occupant may not build or attach anything to the building or common walls. This property has not undergone inspection by a Certified Access Specialist. However, Owner is working to meet all applicable standards for ADA Compliance in the State of California. Should Occupant need support for access, please contact the manager, who will be happy to provide assistance.
- 10. Owner's Right to Enter: Occupant grants Owner and its agents, and the representatives of any government authority (including police and fire officials) the right to access Occupant's storage unit(s) upon three (3) days written notice to Occupant.
- A. If Occupant does not grant access to the premises as required, or in the event of an emergency, or upon default of any of Occupant's obligations under this Lease (other than the failure to pay rent), Owner or its agents or the representatives of any governmental authority will have the right, but not the obligation, to remove Occupant's locks and enter the premises, without notice to Occupant, for the purpose of examining the premises or the contents thereof or for the purpose of making repairs or alterations to the premises and taking such other action as may be necessary or appropriate to preserve the premises or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance material or waste or to enforce any of Owner's rights.
- B. If there is any damage or injury to the premises or the Facility arising from the active or passive acts, omissions or negligence of Occupant, all expenses reasonably incurred by Owner to repair or restore the unit or premises or restore compliance with environmental regulations will be paid by Occupant as additional rent and will be due upon demand by Owner.
- 11. Termination: With respect to month-to-month tenancy, this Rental Agreement can be terminated only in the event that the party desiring to terminate shall have given written or telephone notice of termination to the other party 7 (seven) days prior to the end of any monthly period, or in the case of such termination to be effective as of the last day of the monthly period. Nothing herein shall limit the right of Owner to terminate the Rental Agreement in the manner provided by law prior to the expiration of any term, in the event that Occupant shall commit any breach or default hereunder or abandon the Premises. Upon termination of this Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to Owner unless such property is subject to Owner's lien rights as referenced in this Rental Agreement. If Occupant fails to fully remove its property from the space within the time required, Occupant shall be an Occupant at sufferance and Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. No refunds are allowed for partial-month occupancies. 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. This Rental 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's 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. Any property remaining in the space after termination of this agreement will be conclusively deemed abandoned by Occupant, and may be sold, destroyed, or disposed of in any manner chosen by Owner in Owner's sole and unlimited discretion.

- 12. Assignment: Occupant may neither sublet or assign the storage space nor store property owned by others in it without the written consent of Owner. Owner may withhold consent to any requested assignment or subletting in Owner's sole, unlimited, and absolute discretion. No requirement of reasonableness in the granting or withholding of such consent is to be implied by anything in this agreement.
- 13. Indemnity: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use of the premises. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Occupant's storage space. Occupant agrees to indemnify Owner from any liability, loss, cost or obligation on account of or arising from any such injuries or losses caused by persons other than Owner or Owner's agent.

#### 14. Liability and Insurance:

A) Release of Liability for Property Damage: NO BAILMENT IS CREATED BY THIS RENTAL AGREEMENT. OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE. THE EXCLUSIVE CARE, CUSTODY AND CONTROL OF ANY AND ALL PERSONAL PROPERTY STORED IN THE SPACE SHALL REMAIN VESTED IN THE OCCUPANT, AND ALL PROPERTY STORED WITHIN OR ON THE SPACE BY OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT OCCUPANT'S SOLE RISK. OWNER AND ITS RESPECTIVE AGENTS, EMPLOYEE AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY IN THE SPACE OR AT THE FACILITY ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, BURGLARY, MYSTERIOUS DISAPPEARANCE, FIRE, WATER DAMAGE, MOLD, MILDEW, RODENTS, INSECTS, ACTS OF GOD, THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES OR THE MALFUNCTION OF ANY TYPE OF CLIMATE CONTROL SYSTEM INSTALLED BY OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES. No owner of a self-service storage facility shall be liable for loss sustained by an Occupant as a result of theft committed by a third party provided that ordinary care was exercised.

B) Insurance: OCCUPANT, AT OCCUPANT'S EXPENSE, SHALL MAINTAIN A POLICY OF FIRE, EXTENDED COVERAGE ENDORSEMENT, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF INSURANCE FOR THE ACTUAL CASH VALUE OF STORED PROPERTY. INSURANCE ON OCCUPANT'S PROPERTY IS A MATERIAL CONDITION OF THIS RENTAL AGREEMENT AND IS FOR THE BENEFIT OF OCCUPANT AND OWNER. FAILURE TO CARRY THE REQUIRED INSURANCE IS A BREACH OF THIS RENTAL AGREEMENT AND OCCUPANT ASSUMES ALL RISK OF LOSS TO STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE. OCCUPANT EXPRESSLY AGREES THAT THE INSURANCE COMPANY PROVIDING SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES FOR LOSS OF OR DAMAGE TO STORED PROPERTY.

- 15. Security of Space; Occupant Provides Lock: Occupant agrees to be solely responsible for providing a lock to secure access to the space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such locks are rendered ineffectual for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to resecure the space, with or without notice to Occupant, in Owner's sole discretion. The fact that Owner has taken measures to re-secure access to Occupant's space will not change the limitations on Owner's liability set forth elsewhere in this agreement, nor will such measures be deemed a conversion of Occupant's stored property. Occupant will also be solely responsible for any access to the space achieved by others, subject to all of the terms and limitations of this agreement, whether or not such access is achieved as a result of Occupant's intent. There shall be no liability to Owner, Owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. Any video recording devices are not monitored.
- 16. Notices: All notices from Owner required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, or via e-mail to Owner at the address shown on the Agreement. E-mail from Occupant must be acknowledged in writing by Owner to be deemed delivered. Owner does not recognize

- 17. Attorney's Fees: A). If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment. B). Without limiting the generality of section 17(A) above, if Owner utilizes the services of an attorney for the purpose of collecting any rent due and unpaid by Occupant or in connection with any other breach of this Lease by Occupant, Occupant agrees to pay Owner actual attorneys' fees as determined by Owner for such services, regardless of the fact that no legal action may be commenced or filed by Owner.
- 18. No Oral Agreements; Entire Agreement and Lack of Warranties: This Lease contains the entire agreement between Owner and Occupant. Occupant agrees that he/she is not relying, and will not rely upon any oral representation made either before, concurrent with or after the execution of this Lease whether made by Owner, or by any of Owner's agents or employees -- purporting to modify or add to this Lease in any manner. There are no representations, warranties or agreements by or between the parties which are not set forth fully herein, and no representative or agent of Owner is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. Owner disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, or security of the premises and Project. Occupant agrees that he/she has inspected the premises (including the common areas and the unit(s) being leased) and found them satisfactory, and that Owner and Owner's agents have neither made any representations or warranties about security or safety of the premises or property stored therein nor made any guarantees relating to safety or security; and that this Lease does not create a contractual duty for Owner to provide such safety or security. Any modification or amendment to this Lease must be in writing.
- 19. Succession: All provisions of this rental agreement will apply to and be binding upon all of the successors in interest, assigns, or representatives of the parties hereto.
- **20. Validity:** If any part of this agreement is held to be unenforceable for any reason, it will be deemed severed and will not affect the balance of the agreement otherwise found to be valid and enforceable.
- **21. Release of Occupant Information:** Occupant authorizes Owner to release any information about Occupant and Occupant's occupancy as either may be required by law or required by government authorities or agencies.
- <u>22. Time:</u> Time is of the essence in the payment of each and every payment upon rent herein covenanted to be paid, as well as the other obligations contained in this Rental.
- 23. Owner's Lien: OCCUPANT ACKNOWLEDGES AND AGREES THAT OCCUPANT'S PERSONAL PROPERTY STORED ON OR ABOUT THE PREMISES WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OWNER FROM THE DATE RENT IS DUE AND UNPAID, FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY. OCCUPANT'S PERSONAL PROPERTY IN, ON OR ABOUT THE PREMISES MAY BE SOLD TO SATISFY SUCH LIEN IF OCCUPANT IS IN DEFAULT UNDER THIS AGREEMENT.
- 24. Limitation of Value: Occupant agrees that under no circumstances will the aggregate value of all personal property stored in any storage space in the Project exceed, or be deemed to exceed, \$5,000, and that Occupant will not store property with an aggregate value of more than \$5,000 in any storage space without the signed, written permission from Owner. Occupant agrees that Owner need not be concerned with the kind, quantity or value of personal property or other goods stored by Occupant in or about the premises pursuant to this Lease. Nothing herein will constitute any agreement or admission by Owner that Occupant's stored property has any value whatsoever, nor shall anything alter the limitation of Owner's liability set forth elsewhere herein. Occupant further agrees that Owner's and Owner's agents' total responsibility for any loss from any cause whatsoever will not exceed \$5,000 per storage space.
- **25. Personal Injury:** Owner, Owner's agents and employees will not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the premises or Occupant's space, or arising out of Occupant's use of the premises or space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions or negligence of Owner, Owner's agents or employees.

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- 26. Waiver of Jury Trial: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complain t brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of or in any way connected with this Rental Agreement, Occupant's use or occupancy of the storage space, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law, statute, or regulation.
- **27. Military:** If you are Active Duty Military, you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemember's Civil Relief Act.
- **28. 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.
- 29. Climate Control: The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner or its respective agents. Occupant agrees to periodically inspect the storage space, taking any actions necessary to protect the stored property.
- <u>30. Changes:</u> All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days posted notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.
- 31. Permission to Communicate: 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 (including automated calls or texts) to communicate with Occupant with marketing and/or other business-related communications, including collection notices.
- 32. 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 of 60 days, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. 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.
- <u>33. Subordination:</u> This Rental Agreement and all amendments and modifications thereof shall be fully subordinate to the lien of any mortgage now or hereafter affecting the premises.
- **34. Entire Agreement:** This Rental Agreement, consisting also of Occupant Information Card and Rules and Regulations, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

Occupant agrees to all terms of this agreement and acknowledges receipt of a copy of this agreement by signature below.

MANAGER:	OCCUPANT:
Ву:	

### ADDENDUM TO RENTAL AGREEMENT

### Limitation of Value

Tenant's Name: El Dorado County - Un (Please print) Electrons Dept.	it No.: _ <del>D - 2</del>
As a condition of Tenant's Lease with Mission Formant agrees not to store property in its storage unit have in consideration of Tenant's demonstration of ownership of the full replacement value of the property stored or to be of Value provision contained in the Rental Agreement.	ring a combined value in excess of \$5,000.00 of insurance for One Hundred Percent (100%
However, Owner's agreement to waive this value p	rovision is conditioned upon the following:
<ol> <li>Tenant agrees to maintain its insurance for One Hu value of the property stored or to be stored until removal of its property from the storage facility.</li> </ol>	
<ol> <li>Tenant expressly agrees that the carrier of its insur Tenant against Owner (as defined to include its official claims of loss or damage to the personal property of the personal proper</li></ol>	cers, employees and agents) from any and al
<ol> <li>Tenant hereby waives any and all rights of reconnection with any loss or damage to Tenant's insurance policy.</li> </ol>	overy against Owner (as defined above) ir
<ol> <li>If Tenant allows the insurance policy to lapse by faili shall be considered self insured, whether or not Ow</li> </ol>	
<ol> <li>If Tenant allows the insurance policy to lapse by fa limitation of value provision contained in the self Owner's present waiver shall be deemed null and v</li> </ol>	illing to pay the required premiums, then the f storage agreement shall be reinstated and
6. Tenant agrees that Owner's agreement to allow the excess of \$5,000.00 shall not be deemed to create a any loss or damage to Tenant's property, regardless	iny liability on the part of Owner to Tenant fo
This Addendum is made a part of Tenant's Renta reference.	I Agreement and is incorporated therein by
Signature:	_
Date:	

## OLD REPUBLIC INSURANCE COMPANY SELF STORAGE TENANT INSURANCE ENROLLMENT FORM

Operator: The William Warren Group Facility Name:

Master Policy Number: ME 309125

Applicant Name:

Unit or Space #:

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

Amount of Insurance:

Monthly Premium: \$1200 Insurance Start Date:

Initials:

I acknowledge that I have elected to purchase insurance through Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected and initialed above is the maximum limit and is subject to a \$100 deductible. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

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

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

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

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

I understand that I will receive 90 days of notice of changes in the premium rates, if any, and the new rate shall be payable as my Monthly Premium beginning the month after the 90 day notice period is exhausted.

I have received a Self Storage Tenant Insurance program brochure and Certificate of Insurance. I understand the manager and staff at this facility are NOT insurance agents. Please direct any questions regarding the insurance you purchased to Xercor Insurance Services LLC at:

Xercor Insurance Services LLC 8435 Keystone Crossing, Suite 240 Indianapolis, IN 46420 1-844-769-2904

California License Number: 0L23065

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in and enrollment form or in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. Not applicable in AL, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NY, OH, OK, OR, PA, RI, TN, VA,

Alabama-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Colorado-It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, XIM 00 02 (09 16)

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denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia-**WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida**-Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kansas-Any person who knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Kentucky**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

Maine, Tennessee, Virginia, and Washington-It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

**New Jersey-**Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico**-Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**New York**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio-Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma-**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Oregon**-Any person who knowingly wand with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Pennsylvania**-Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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

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

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PRINTED NAME:		
APPLICANT'S SIGNATURE:	DATE SIGNED:	

# CERTIFICATE OF INSURANCE SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER: ME 309125

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

Old Republic Insurance Company

Tenant Name:	Space:
Customer of:	Date:
Site Address:	

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

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

AMOUNT OF INSURANCE - means the coverage limit on the "enrollment form" that you signed.

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

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

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

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

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

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

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

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$100. We will then pay the amount of adjusted loss or damage in excess of the deductible, up to the "amount of insurance".

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

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

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**ADDITIONAL COVERAGES:** We will also provide the following additional coverages up to the amounts stated below. These additional coverages do not increase the "amount of insurance".

- a. BURGLARY: We will pay 100% (one hundred percent) of the "amount of insurance" for loss of or damage to Covered Property caused by "burglary" or holdup. However, this coverage applies only when such self storage unit or space is securely locked at the time of the forcible entry and visible signs of forcible entry must be evident. The absence of a lock will not constitute forcible entry. You must provide a report from law enforcement as verification of such "burglary".
- b. **DEBRIS REMOVAL:** We will pay up to 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the necessary expense incurred in the removal of debris of your Covered Property following an insured loss.
- c. TRANSIT: We will pay up to 100% (one hundred percent) of the "amount of insurance" shown in the "enrollment form" for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the "rental agreement".
- d. **EXTRA RENTAL SPACE:** We will pay 25% (twenty-five percent) of the "amount of insurance" shown in the "enrollment form" to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building by a Covered Cause of Loss insured against in this policy.
- **e. FLOOD:** We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.
- f. RODENT, VERMIN, MOTH OR INSECT DAMAGE: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths or insects.
- g. MOLD, MILDEW, FUNGUS, WET OR DRY ROT: We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, wet or dry rot.

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

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

#### This coverage does not apply to the following:

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

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

- A. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces:
- b. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
- c. Seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- d. Nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether or not these are specifically named or otherwise included as covered causes of loss or damage.

**TERMINATION OR CANCELLATION OF THIS INSURANCE:** This insurance evidenced by this Certificate shall automatically terminate without notice to you:

- a. On the date your "rental agreement" is terminated; or
- b. On the first day you fail to pay the "premium" in full for this insurance by your monthly payment due date.

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

The "premium" for the month of termination or cancellation is fully earned and there shall be no return "premium" due to you for such month.

For reasons other than nonpayment of "premium", we may cancel this insurance at any time and for any reason permitted by law upon 30 days advance written notice to you at the address set forth in the "rental agreement". If notice is mailed, proof of mailing will be sufficient proof of notice. In event of such cancellation, the notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a "premium" refund. If so, we will send your refund to the "operator" to give you. The cancellation will be effective even if we have not made the refund offer. If any part of this section is in conflict with specific state requirements, the state requirements will prevail.

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

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

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

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

IF YOU HAVE A LOSS: Write or telephone:

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

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**CONCEALMENT, MISREPRESENTATION AND FRAUD:** If you commit fraud by intentionally concealing or misrepresenting a material fact concerning:

- a. The insurance evidenced by this policy;
- b. Covered Property; or
- **c.** Your interest in the Covered Property;

You will void the insurance under this policy.

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

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

**APPRAISAL:** If you and we do not agree as to the amount of loss of or damage to Covered Property, then the you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two of the appraisers and the umpire will be binding and set the amount of loss or damage. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the other expenses of the umpire and the other expenses of the appraisal.

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

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

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

#### PAIR, SET OR PARTS:

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

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

# **Rules & Regulations**

#### Rent:

- 1. Rent is due on or before the anniversary date of each month, which is stated on your lease. If rent is not received by this date, the account is considered delinquent and a late fee will be assessed.
- 2. Owner reserves the right to refuse payments made by check whether in person or by mail.
- Payments received after posted business office hours will be credited to the Tenant's account the following business day.
- 4. Insurance, and/or proof of insurance of the items stored, is to be provided at the time of rental and maintained through the occupant's tenancy.

#### Vacating:

1. Tenants must notify the office at least seven days (7) prior to the first of the month of intent to vacate unit by giving a written or telephone notice to the manager.

#### **Refund Policy:**

- 1. Prepaid or unused rent is not refundable.
- 2. There is no prorating of rent on move-outs.

#### **Ground Rules:**

- 1. Individuals must identify themselves if requested.
- 2. Remove all trash and unwanted items from the space. Tenant is not allowed to use on-site dumpster for trash disposal. Tenant will be charged a minimum fee of \$30.00 for trash removal or improper trash disposal.
- 3. While driving in the facility abide by the 5 miles per hour speed limit. When parking vehicle do not block driveways or other storage spaces.
- 4. It is the Tenant's responsibility to secure the storage unit using a personal lock.
- 5. Tenant is responsible for insuring all property within the storage unit.
- The use of electrical outlets and electricity in the storage unit is not allowed.
- 7. Storage of welding gases, gasoline or flammables, explosives or other hazardous and dangerous materials are strictly prohibited.
- 8. Absolutely no alcohol, drugs or smoking allowed on the facility premises.
- 9. All materials and items in the storage unit must be placed at least 18" below the fire sprinkler head(s).
- 10. Absolutely no loitering. Company personnel reserve the right to ask you to leave the facility premises at anytime.
- 11. If the stored property is a vehicle or vessel, the Tenant is responsible for any damages. Tires must be inflated at all times, and vehicle must be in good running condition.

Please notify the office immediately in writing of any address or phone number changes.

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# **Instructions to Pay Online**

## Follow these easy steps:

- 1. Access the Internet via your web browser and go to your facilities URL.
- 2. Select "My Account" at the top of the right screen.
- 3. Select "Are you an existing tenant but do not have a login? Click here" at the bottom of the screen, under "Log In."
- 4. In the locations box, select your storage facility.
- 5. In the remaining boxes, enter the following information as stated on your lease:
  - First Name
  - Last Name
  - Account ID
- 6. Click "Activate Account."
- 7. Enter an active e-mail address in the box indicated and input a secure password as instructed.
- 8. Click "Activate Account."
- 9. Now you can log in by entering your e-mail address and password as instructed.

If you have any questions, please contact your Manager.

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