



RENTAL AGREEMENT
Placid Lakes Storage
220-224 Atherton Ave NW, Lake Placid, FL 33852
863-455-4993
www.PlacidLakesStorage.com
placidlakesstorage@gmail.com

INFORMATION SHEET

**OCCUPANT
Information:**

Name: _____

Address: _____

Phone #s:

(Home)

(Business)

(Cell)

Other Info:

Driver's License #

State

E-mail:

By providing e-mail address, OCCUPANT elects and agrees that notices from OWNER may be sent to OCCUPANT via e-mail. OCCUPANT agrees to provide written notice to OWNER of any change in the E-mail information provided above in accordance with the terms of this Rental Agreement.

**Emergency
Contact:**

Name

Contact Number

Military: Please state whether you or your spouse is a member of the "uniformed services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service. Yes _____ No _____. If so, state Branch, Base assigned and Commanding Officer _____

Space, Date, and Due Date:

Space #: _____ Rental Agreement Date: _____ Rent Monthly Due Date: 1st of the month

Rent and Deposit:	Monthly Rent:	\$ _____	Fees:	Late Fee:	\$ <u>15.00</u>
	Florida Sales Tax (6%):	\$ _____		Returned Check Charge:	\$ <u>39.00</u>
	Total Monthly Rent:	\$ _____			
	1 st Month Pro-Rate Price:	\$ _____			
	Security Deposit:	\$ _____		Lien Fee:	\$ <u>50.00</u>
	New Account Admin Fee:	\$ <u>10.00</u>		Lock Cut Fee:	\$ <u>25.00</u>
	Total Received Today:	\$ _____			
	Next Payment Due:	\$ _____			

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: _____

LIENHOLDERS: OCCUPANT attests that the personal property in his space(s) is free and clear of all liens and secured interests except

Property	Lien Holder	Address/Phone # of Creditor	Amount of Lien
_____	_____	_____	_____
_____	_____	_____	_____

This Rental Agreement ("Agreement") is entered into between Placid Lakes Storage, LLC, hereinafter referred to as "OWNER" and _____ "OCCUPANT." In consideration of all the terms and conditions herein, OWNER does hereby lease to OCCUPANT the above-described storage space (hereinafter "SPACE" or "PREMISES"). OWNER agrees to lease the above-referenced SPACE to OCCUPANT beginning _____. Should OCCUPANT hold over and retain possession of said SPACE after the expiration of this Agreement, its occupancy of said SPACE shall be as an OCCUPANT from month to month with OWNER's consent, at the prevailing rental rate. All terms and conditions of this Agreement shall continue in full force and effect so long as OCCUPANT retains possession of said SPACE.

[Paragraph Numbers 1 through 37 appear on the following pages and are a part of this Agreement.]

Notice to OCCUPANT: Do not sign this Agreement before you read it and fully understand the covenants contained herein. By signing this Agreement, the OCCUPANT hereby acknowledges that he has read, understands and accepts all the terms and conditions expressed in this multi-page Agreement.

OWNER:

OCCUPANT:

By: _____
Facility Manager

By: _____
Print Name

Signature

This document has important legal consequences and independent consultation with an attorney is advised and encouraged with respect to the use and any modification of this form. The FSSA assumes no legal responsibility for the use of this form.

NOTICE OF LIEN: PURSUANT TO THE FLORIDA SELF-STORAGE FACILITY ACT (SECTIONS 83.801-83.809), YOUR PROPERTY IS SUBJECT TO CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF RENT AND OTHER CHARGES ARE NOT PAID WHEN DUE.

TERMS AND CONDITIONS

1. PAYMENT OF RENT. OCCUPANT must pay rent on or before the Due Date without OWNER having to ask. OCCUPANT must rent the SPACE for at least one month. The OWNER acknowledges receipt of the sum set forth on the Info Sheet showing payment through the "Rent Paid To Date". If OCCUPANT uses a check to pay rent, OCCUPANT shall make rent payable to "_____". OCCUPANT agrees to write the SPACE number on all rent checks.

2. WHERE TO PAY/SEND RENT. OCCUPANT must deliver or mail each rent payment to OWNER's office. OWNER accepts checks, money orders and credit cards. Cash is accepted for walk in payments only during business hours. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX. OCCUPANT's failure to pay rent on the Due Date is a default under this Agreement.

3. PAYMENT IN FULL. OCCUPANT must pay rent in full. OCCUPANT must pay the first month's rent and the New Account Administration Fee when OCCUPANT signs this Agreement.

4. PARTIAL PAYMENTS. The OCCUPANT agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of OCCUPANT's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to OCCUPANT. Only full payment on the OCCUPANT's account prior to the published auction date will stop a scheduled sale of the property.

5. DENIAL OF ACCESS TO SPACE. If rent is not paid within five (5) days of the monthly due date, OWNER may, without notice, deny the OCCUPANT access to the property located in the self storage facility. Access will be denied to any party other than the OCCUPANT who does not retain gate code and key to lock on SPACE or has not supplied OWNER with written authorization from the OCCUPANT to enter the SPACE. Otherwise, only a court order will be sufficient to permit access by others. OCCUPANT's access to the facility may also be conditioned in any manner deemed reasonably necessary by OWNER to maintain order on the PREMISES. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of OCCUPANT's identity and inspecting vehicles that enter the PREMISES. Additionally, if OCCUPANT is renting more than one SPACE at any given time, default on one rented SPACE shall constitute default on all rented SPACES, entitling OWNER to deny access to OCCUPANT to all rented SPACES.

6. FEES. Concurrently with the execution of this Rental Agreement, OCCUPANT shall pay to OWNER a **New Account Administration Fee** in the amount as set forth on the Info Sheet. OCCUPANT shall be subject to these additional fees:

a. Late Fee: A Late Fee in accordance with the Florida Self-Storage Facility Act will be assessed after five (5) or more days after the Rent Due Date as follows: The greater of \$20.00 or 20% of Rent. A Late Fee may be assessed with each Rent period that remains unpaid.

b. Invoice Fee: A bill for the monthly rent will not be sent to you by mail. However, OCCUPANT may elect to pay an additional fee listed in the attached as an **Invoice Fee** to receive a monthly bill.

c. NSF Fee: If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified in the attached as an **NSF Fee**.

d. Lien Fee: If OCCUPANT's property is processed for sale at public auction, OCCUPANT shall be responsible for a minimum public auction processing fee shown in the attached as a **Lien Fee**.

e. Lock Cut Fee: If OCCUPANT's lock must be cut, OCCUPANT shall be responsible for **Lock Cut Fee** identified in the attached.

f. Other Fees: Other fees charged to OCCUPANT may be contained in Addendums to this Agreement.

All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by OWNER in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by OCCUPANT to OWNER as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. **All Fees are non-refundable.**

7. OWNER'S RIGHT TO ENTER SPACE. In cases where the OWNER considers it necessary to enter the SPACE for purposes of examining the SPACE for violations of this Agreement or conditions in the SPACE, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the OCCUPANT agrees that the OWNER, or the OWNER's representative, shall have the right without notice to enter into the SPACE and to remove contents to another space, and continue to store such contents at the sole cost and expense of the OCCUPANT.

8. USE OF SPACE; COMPLIANCE WITH LAW. OCCUPANT agrees to use the SPACE only for storing household or business items that OCCUPANT owns. OCCUPANT agrees not to use the SPACE for: (a) residential use; (b) cooking; (c) sleeping; (d) drinking of alcoholic beverages; (e) consuming or manufacturing drugs; (f) in any way that violates any local, county, state or federal law. OCCUPANT agrees not to store at the SPACE: (a) foodstuffs; (b) animals; (c) perishable goods; (d) hazardous substances; (e) flammable materials; (f) explosives; (g) property with sentimental value or emotional attachment; (h) anything that would violate any local, state or federal law. OWNER is not responsible if OCCUPANT does not follow this Agreement and OWNER removes and sells property in

the SPACE: (a) upon which a prior lien has attached; or (b) which is not the property of OCCUPANT. If OCCUPANT intends to store motor vehicles or boats, OCCUPANT must sign the addendum for Motor Vehicles and Boats. The OCCUPANT agrees that the SPACE is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the OCCUPANT and OCCUPANT agrees not to store said items. The OCCUPANT hereby waives any claim for sentimental or emotional value for the OCCUPANT's property that is stored in the SPACE or on the PREMISES. If hazardous substances are stored, used, generated, or disposed of in the SPACE or on the PREMISES, or if the SPACE or the PREMISES shall become contaminated in any manner for which the OCCUPANT is directly or indirectly responsible, the OCCUPANT shall indemnify and hold the OWNER harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the OCCUPANT, whether incurred during or after the lease term. 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 work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The OCCUPANT will indemnify and hold the OWNER harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the OCCUPANT's lease of the SPACE on the PREMISES or from any activity, work or thing done, permitted or suffered by the OCCUPANT in the SPACE or on or about the PREMISES.

9. RETURNED CHECKS. Once OWNER receives two returned checks from OCCUPANT, OCCUPANT agrees to make all future payments: (a) in cash; (b) by money order; (c) by certified check; or (d) by credit card. OCCUPANT agrees to pay OWNER the required NSF Fee for each returned check.

10. CONDITION AND ALTERATION OF SPACE. OCCUPANT assumes responsibility for having examined the SPACE and hereby accepts it as being in good order and condition. OCCUPANT understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the SPACE. Should OCCUPANT damage or depreciate the SPACE or the self storage property or improvements, or make alterations or improvements without the prior consent of the OWNER, or require the OWNER to incur costs to clean the SPACE upon termination, then all costs necessary to restore the SPACE to its prior condition shall be borne by OCCUPANT. OWNER has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle OWNER to deny OCCUPANT access to the SPACE.

11. LIMITATION OF VALUE OF STORED PROPERTY. The OCCUPANT agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the OWNER has given permission in writing for the OCCUPANT to store property exceeding such value. The OCCUPANT agrees that the maximum value for any claim or suit by the OCCUPANT including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to the OCCUPANT for any loss or damages to the OCCUPANT's property regardless of cause.

12. ENDING THIS LEASE. This Agreement shall continue from month to month unless the OCCUPANT or OWNER delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. OWNER may immediately terminate OCCUPANT's lease if OCCUPANT is in breach of the Agreement. Upon termination of this Agreement, the OCCUPANT shall remove all personal property from the SPACE (unless such property is subject to the OWNER's lien rights as referenced herein), and shall deliver possession of the SPACE to the OWNER on the day of termination. If the OCCUPANT fails to fully remove its property from the SPACE within the time required, the OWNER, at its option, may without further notice or demand, either directly or through legal process, reenter the OCCUPANT's SPACE and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the SPACE or on the PREMISES 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.

13. ABANDONMENT. This Agreement shall automatically terminate if the OCCUPANT abandons the SPACE. The OCCUPANT shall be deemed to have abandoned the SPACE if the OCCUPANT has removed the contents of the SPACE and/or has removed the OCCUPANT'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. Rent prepaid for any period in which the OCCUPANT moves out early shall not be refunded.

14. OWNER RESPONSIBILITY TO OCCUPANT. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The OCCUPANT must take whatever steps he deems necessary to safeguard such property. The OWNER and the OWNER's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the SPACE or on the PREMISES resulting from or arising out of the OCCUPANT's use of the SPACE or the PREMISES from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the OWNER, the OWNER's agents or employees. It is agreed by the OCCUPANT that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the OWNER would not have entered into this Agreement.

15. OCCUPANT INSURANCE FOR STORED PROPERTY. **THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** The OCCUPANT, at the OCCUPANT's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the OCCUPANT's property is a material condition of this Agreement. OCCUPANT shall make no claim whatsoever against the OWNER's insurance in the event of any loss. The OCCUPANT agrees that its insurer may not subrogate against the OWNER in the event of loss or damage of any kind or from any cause.

16. CHANGES TO AGREEMENT. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the OWNER upon thirty (30) days' prior written notice to the OCCUPANT. If so changed the OCCUPANT may terminate this Agreement on the effective date of such change by giving the OWNER ten (10) days' prior written notice of termination after receiving notice of the change. If the OCCUPANT does not give such notice of termination, the change shall become effective on the date stated in the OWNER's notice and shall thereafter apply to the occupancy hereunder.

17. OWNER'S LIEN RIGHTS. **OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "SELF STORAGE FACILITY ACT" SET FORTH IN SECTIONS 83.801-83.809 OF THE FLORIDA STATUTES, THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THE SPACE.** The following publicly available website (or other website specified by the OWNER by written notice to OCCUPANT) may be used by the OWNER to advertise the public sale of OCCUPANT's property as provided by law: www._____

18. INDEMNIFICATION OF OWNER. OCCUPANT will indemnify and hold the OWNER harmless from and against any and all manner of claims for damages or lost property or personal injury and costs including attorney's fees arising from OCCUPANT's lease of the SPACE on the facility or from any activity, work or thing done, permitted or suffered by OCCUPANT in or on the SPACE or about the facility. In the event that the SPACE is damaged or destroyed by fire or other casualty, OWNER shall have the right to remove the contents of the SPACE and store it at the OCCUPANT's sole cost and expenses without liability for any loss or damage whatsoever, and OCCUPANT shall indemnify and hold OWNER harmless from and against any loss, cost or expense of OWNER in connection with such removal and storage. Should any of OWNER's employees perform any services for OCCUPANT at OCCUPANT's request, such employee shall be deemed to be the agent of the OCCUPANT regardless of whether payment for such services is made or not, and OCCUPANT agrees to indemnify and hold OWNER harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of OWNER. Notwithstanding that OWNER shall not be liable for such occurrences; OCCUPANT agrees to notify OWNER immediately upon the occurrence of any injury, damage, or loss suffered by OCCUPANT or other person in any of such circumstances.

19. OCCUPANT'S LIABILITY. In the event of a foreclosure of the OCCUPANT's interest in the SPACE, it is understood and agreed that the liability of the OCCUPANT for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The OWNER may use a collection agency thereafter to secure any remaining balance owed by the OCCUPANT after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the OWNER may dispose of said property in any manner considered appropriate by the OWNER.

20. ASSIGNMENT AND SUBLETTING. The OCCUPANT shall not assign this Agreement or sublet the SPACE.

21. WAIVER/ENFORCEABILITY. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the OWNER of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the OCCUPANT.

22. ATTORNEYS' FEES. In the event the OWNER retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the OCCUPANT, the OCCUPANT agrees to pay to the OWNER the reasonable costs, expenses, and attorney's fees incurred in any such action.

23. SUCCESSORS IN INTEREST. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

24. GOVERNING LAW. This Agreement and any actions between the parties shall be governed by the laws of the State of Florida.

25. WAIVER OF JURY TRIAL. The OWNER and the OCCUPANT hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the OWNER against the OCCUPANT or the OCCUPANT against the OWNER arising out of or in any way connected with this Rental Agreement, the OCCUPANT's use or occupancy of the SPACE and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

26. LIMITED WARRANTY. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the OWNER are not authorized or permitted to make any warranties about the SPACE, the

PREMISES, or any facilities referred to in this Agreement. The OWNER's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the OCCUPANT. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to OCCUPANT by OWNER or OWNER's agents. 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.**

27. RULES. The OCCUPANT agrees to be bound by any Rules and Regulations for the facility as may be posted by the OWNER from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

28. NOTICES FROM OWNER. All notices 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.

29. NOTICES FROM OCCUPANT. 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 and any removal or addition of property to or out of the SPACE. OCCUPANT understands he must personally deliver such notice to OWNER or mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement. Manager does not recognize or acknowledge address changes which are not delivered to Manager in writing and signed by OCCUPANT.

30. OCCUPANT'S LOCK. The OCCUPANT must keep the SPACE locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The OCCUPANT assumes full responsibility for all persons who have keys and access to the SPACE. In the event OCCUPANT fails to keep such a lock on the SPACE or OCCUPANT's lock is broken or damaged, OWNER shall have the right, but not the obligation, to place its lock on the SPACE; provided, however, that in such event OWNER shall have no liability to OCCUPANT for any loss or damage whatsoever, and OCCUPANT shall indemnify and hold OWNER harmless from and against any loss, cost or expense of OWNER in connection with locking the SPACE, including the cost of the lock.

31. PERSONAL INJURY. OWNER and OWNER's agents and employees shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT's invitees, family, employees, agents or servants for any personal injury or death arising from OCCUPANT's use of the SPACE or PREMISES from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the OWNER, OWNER's agents, or employees.

32. RELEASE OF INFORMATION. OCCUPANT hereby authorizes OWNER to release any information regarding OCCUPANT and OCCUPANT's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

33. MILITARY SERVICE. If you are in the military service you must provide written notice to the OWNER. The OWNER will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

34. 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.

35. CLIMATE CONTROL. OCCUPANT understands that any spaces within the Property that may be considered "climate controlled" may be only heated and/or cooled. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control and OWNER does not warrant or guarantee temperature or humidity ranges in the Space or at the Property. Even in climate controlled spaces, there is a risk of mold and/or mildew, particularly if damp or wet property is brought into the Space. OCCUPANT agrees and acknowledges that OWNER is not liable for the growth of mold or mildew on stored property. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. OCCUPANT shall store their property within the Space solely at their own risk.

36. VEHICLES. Vehicles (including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the OWNER. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the SPACE allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the OWNER. In the event that any motor vehicle remains stored in the SPACE after termination of the Agreement or upon OCCUPANT's default, 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.

37. PERMISSION TO COMMUNICATE. OCCUPANT recognizes that OWNER and OCCUPANT are entering to a business relationship as OWNER and OCCUPANT. As such, OCCUPANT hereby consents to OWNER phoning, faxing, e-mailing, texting and using social media to communicate with OCCUPANT with marketing, collections and/or other business-related communications.

38. ARBITRATION. In the event of any dispute between the parties exceeding the jurisdictional limit of small claims court, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the OWNER and OCCUPANT. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE.** *For Claims that do not exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.*

39. SEVERABILITY. If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, then the remainder of this Agreement and the affected provision to the extent it is not so held shall remain valid and enforceable and in full force and effect so long as the invalid or unenforceable provision does not go to the essence of this Agreement.

40. LIMITATION ON TIME TO BRING SUIT. OCCUPANT agrees and understands that all causes of action against OWNER arising from this Agreement and OCCUPANT's use or occupancy of the Space and/or the Property must be commenced (started) by the filing of a lawsuit within one (1) year after either the claim arose, the Agreement has been terminated or the OCCUPANT has vacated the Space, whichever is earlier.

41. WAIVER. No waiver by the OWNER of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the OCCUPANT.

42. ELECTRONIC SIGNATURE. OCCUPANT agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, OCCUPANT understands and agrees that OCCUPANT is consenting to be legally bound by the terms and conditions of this Agreement as if OCCUPANT signed this Agreement in writing. OCCUPANT agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between OCCUPANT and OWNER. Additionally, OCCUPANT certifies that he/she is age 18 or above.