

FREEMAN'S STORAGE EL RENO
500 E. PENN
EL RENO, OK 73036
405-473-3154
FreemansStorageElreno.com

Unit/Space# _____

Entry Code _____

Exit Code _____

ADDENDA

Military Affidavit Yes/ No

Lien Holder Affidavit Yes/ No

RENTAL AGREEMENT

Customer Name: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Phone Number: _____ Cell: _____

E-Mail: _____ Driver's License # _____ State: _____

Alternate/Emergency Contact Information

Name: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Cell: _____

*****Please advise us immediately if yours or your alternate contact information changes*****

Initial:

Are you currently serving in the military? **Yes No** (circle one). If yes, a military affidavit must be completed with this application.

STORAGE DETAILS

Storage Period: From ____/____/____ To: ____/____/____ and then

extended annually until **10** days notice is given by either party.

Storage Cost: _____ per month, to be paid: Monthly, 6 Months, 12 months (circle one)

How do you wish to receive your statement?: Mail/ E-Mail

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****If paying monthly by check, payments must be sent to 120 S. Roberts, El Reno, OK 73036.**

If you elect to have statements sent by mail, a \$5.00 per mailing fee will be incurred. Otherwise, statements will be sent by e-mail with a link to pay by credit card.

Payment Method: Cash , Check, Credit Card (\$35.00 fee for returned checks and subsequent payments must be made by money order, cash or credit card)

*****If Customer chooses to take advantage of the prepayment discount, (6 months/ 12 months, or other advanced term payment) there will BE NO REFUNDS issued should the customer terminate this agreement prior to the date for which they have prepaid. Prepaid

Date: _____ Customer's initials: _____

Tag number of vehicle being stored: Car / Boat/ RV/ Trailer _____

Vehicle length: _____ Are their liens against any stored vehicle? Yes/ No

Lienholder information: _____

- All payments are to be made in advance by you (the customer)
- Goods are stored at your own risk- **you should take out insurance to cover** _____ (customer initial)
- The storage Owner is not liable for the loss or damage of any goods stored on it's premises regardless of cause
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful, or explosive goods.
- The space is accessible to you 24 hours per day/ 7 days per week
- 10 days notice must be given for termination of this agreement
- Customer must notify Freeman's Storage El Reno, in writing (in person or by e-mail) of all changes to addresses, and contact telephone numbers/ information
- If you fail to comply with the conditions of this agreement, Freeman's Storage El Reno will have certain rights that include the right to sell and/ or dispose of your goods.
- Freeman's Storage El Reno has the right to refuse access if all fees are not paid promptly.
- Freeman's Storage El Reno has the right to enter in certain circumstances.
- Freeman's Storage El Reno has the right to move customer to another spot within the facility if deemed necessary. (hazard, to make repairs, emergency etc.)
- *When customer is in default, Freeman's Storage El Reno may place a second padlock on the Unit and customer shall not be entitled access to his Unit nor can property be moved from the property until customer is no longer in default.
- You may not assign or sublet space to another party.
- You may not live in the storage space

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- You may not use the storage space to house or care for live animals.

TERM MONTHLY RENTAL AMOUNTS AND OTHER CHARGES

1. The term of the Agreement begins on the Rental Agreement Date listed above and shall continue on a month to month basis until terminated. The monthly rental charge shall be due on the same day every month (the Monthly Due Date). Customer shall pay Operator without prior notice or billing from Operator. **NO MONTHLY BILLS OR STATEMENTS WILL ONLY BE SENT TO CUSTOMER VIA E-MAIL.** If customer elects to receive monthly billing by mail, a monthly service charge of \$5.00 shall be added to the Customer's account.

2. **If Customer does not pay the Monthly rental Charge by the 5th day following Customer's Monthly Due Date, Customer shall pay a late fee of \$20.00. Operator may charge a lat fee for each month Customer fails to pay the Monthly Rental Charge by the 5th day following the Monthly Due Date. Late Fees will be assessed on or after the 6th day following Customer's current Monthly Due Date.** Any late fees incurred by Customer are a service charge and not a penalty. Partial payments will not be accepted, however, if a partial payment is accepted it will be at the sole discretion of Operator and if accepted, will first be applied to fees and service charges, then to Monthly Rental Charges. If at the close of business on the 30th day, following the Customer's rental due date if current rental charge or other charges still remain past due, owner may begin enforcement action (preparing to sell Customer's property) following written notification via certified mail / return receipt requested.

3. If a credit card is on file & Freeman's Storage El Reno has been granted authorization to use said card to bill for monthly charges due, it is the Customer's responsibility to provide Operator with accurate, current and working credit card information. The failure to provide such may result in non-payment of Monthly Rental Charges and other accrued charges, allowing Operator to sell Customer's personal property pursuant to Section 16 below.

4. Any checks returned for insufficient funds will result in a \$35.00 service charge to the Customer and the returned check amount and service charge must be re-paid by cash, credit card, or money order. Subsequent payments shall be made by credit card, cash or money order.

ACCESS

5. Customer shall have access to the Space and the Facility only during such hours and days as are regularly posted at the Facility, which are subject to change by Operator. If Monthly Rental Charges or other charges remain unpaid for five (5) days following the Monthly Due Date, unless otherwise prohibited by law, Operator may restrict or deny Customer's access to the Space and/or Facility. If Customer is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Operator to deny access to Customer on all rented Spaces.

6. Customer shall provide one lock for the rental Space sufficient to secure Customer's personal property. Customer shall not provide Operator or Operator's agents, authorized representatives and employees (collectively "**Operator's Agents**") with a key to Customer's lock.

7. Customer grants Operator and Operator's Agents or any governmental authority access to the Space: a) upon three (3) days prior written notice, b) upon default of the Agreement by Customer for thirty (30) days, c) in emergency circumstances (defined as imminent injury to persons or property), or d) as required by law. If Customer fails to grant access, Operator, Operator's Agents or the agents of any governmental authority shall have the right to remove Customer's lock and enter the Space to examine the contents, to make repairs or alterations, to take reasonable steps to preserve the Space, to comply with the law, or to enforce Operator's rights; including the right to relocate Customer's belongings if necessary. Customer shall safeguard any property stored at the Facility. It is Customer's sole responsibility as to those persons who are given access to Customer's Space and Operator shall not be liable for anyone other than Customer entering the Space unless by Operator's gross negligence

LIMITATIONS ON USE OF THE SPACE AND FACILITY

8. Customer shall not make or allow any alterations to the Space. Customer agrees that the Space and Facility shall be used solely for the storage of personal or business property. Customer shall not loiter about the Facility, spend excessive or unnecessary time in or around the Space or interfere with the use of the Facility by other

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customers of Operator. Customer shall not use the Space for any unlawful purpose and expressly agrees not to use the Space for human or animal habitation. Customer shall not store in the Space or at the Facility anything to which any other person or business has right, title, or interest. Customer represents and warrants that there are NO LIENS OTHER THAN OPERATOR'S LIEN UPON THE PROPERTY STORED. A Lienholders Addendum to this Agreement must be completed if there are any lienholders on any stored property and for each stored vehicle, absent which such vehicle will be deemed unauthorized and be subject to removal from the Space and Facility. The storage of food and any perishable goods is strictly prohibited. The use of electricity in

the Space is strictly prohibited. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT CUSTOMER SHALL NOT STORE OR USE IN THE SPACE OR AT THE FACILITY ANY HAZARDOUS OR TOXIC MATERIALS OR ANY INHERENTLY DANGEROUS OR FLAMMABLE SUBSTANCE.**

- 9 Customer 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 Customer and Customer agrees not to store said items. Customer hereby waives any claim for sentimental or emotional value for Customer's property that is stored in the Space or at the Facility.

LIMITATION OF OPERATOR'S LIABILITY AND INDEMNITY

- 10 **OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK.**

- 11 Operator and Operator's Agents shall not be liable to Customer for any damage or loss to any person or property at the Facility and to any property stored in the Space, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, mold, mildew, water, rain, rodents, insects, acts of God, partial or sole negligence or failure to act of Operator or Operator's Agents, except for damage or loss resulting from Operator's fraud, gross negligence or willful violation of law. Customer shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in the Space or at the Facility arising in any way out of Customer's use of the Facility, even if such damage or loss is caused entirely or in part by the negligence of Operator or Operator's Agents. Operator and Operator's agents and employees shall not be liable whatsoever to any extent to Customer or Customer's invitees, family, employees, agents or servants for any personal injury or death arising from Customer's use of the Space or Facility from any cause whatsoever including, but not limited to, the active or passive acts, omissions or negligence of Operator or Operator's Agents.

- 13 No promises or representations of safety or security have been made to Customer by Operator or Operator's Agents. There shall be no liability to Operator, Operator's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Video recording devices are not monitored.**

- 14 Operator's Agents are not authorized or permitted to make any warranties about the Space or the Facility. Operator's Agents' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Customer. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

INSURANCE

- 15 **Customer shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all personal property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Customer does not maintain insurance for the full value of the personal property stored, or fails to maintain insurance at all, Customer bears all risk of loss or damage.** Customer hereby releases Operator and Operator's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's Agents in connection with any damage which is or would be covered by any such insurance policy.

CUSTOMER'S PERSONAL OR BUSINESS PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OPERATOR AGAINST LOSS OR DAMAGE.

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OPERATOR'S LIEN AND RIGHT TO ENFORCE UPON NONPAYMENT

- 16 **CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S PERSONAL OR BUSINESS PROPERTY STORED AT THE FACILITY WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OPERATOR FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF CUSTOMER'S STORED PERSONAL PROPERTY. IF CUSTOMER FAILS TO PAY MONTHLY RENTAL CHARGES FOR A CONTINUES THIRTY-DAY PERIOD, OPERATOR MAY SELL CUSTOMER'S PERSONAL PROPERTY IN A COMMERCIALY REASONABLE MANNER AFTER GIVING CUSTOMER REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN. CUSTOMER AGREES THAT ANY SPACE ADVERTISED AND SOLD USING AN ONLINE AUCTION PROVIDER IS DEEMED TO BE SOLD IN A COMMERCIALY REASONABLE MANNER.** Operator may enforce Operator's Lien by selling Customer's stored personal or business property at public sale, in accordance with the provisions of applicable law, and apply the net proceeds from such sale to the payment of all sums due to Operator. This remedy is cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. It is further understood that the date of sale of Customer's property pursuant to this section, if applicable, shall constitute the date of termination of this Agreement. In the event of a foreclosure of Customer's interest in the Space, it is understood and agreed that the liability of Customer for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. Operator may use a collection agency to secure any remaining balance owed by Customer after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, Operator may dispose of said property in any manner considered appropriate by Operator in its sole discretion.
- 17 Any time prior to lien sale, any person claiming a right to Customer's lien property may stop the sale by **paying in full in the form of CASH ONLY** all amounts owed. Upon release of such property to the payor, Operator shall have no further liability to any person for the lien property.

EVENT OF DEFAULT

- 18 If Customer shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, or in the event Customer files a voluntary petition in Bankruptcy or suffers a petition in involuntary bankruptcy to be filed against him/her, Customer shall be deemed in default in the performance of this Agreement, except as limited by law. Nothing contained in this Agreement shall be construed as limiting Operator's rights and remedies as provided under the laws of the state where the Facility is located. In the event of a default, and without prejudice to any other remedies, Operator may (a) terminate this Agreement, or (b) seize and sell the personal property pursuant to Section 16 above.

TERMINATION OF THE AGREEMENT AND VACATING THE SPACE

- 19 Customer must provide Operator ten (10) days notice prior to vacating the Space and terminating this Agreement. Operator shall not be required under any circumstance to refund Customer's charges paid at the time of execution of this Agreement.
Customer agrees to the refund policy outlined above. **Customer Initials** _____
- 20 If Customer is in default under this Agreement, or for any other reason, Operator may terminate this Agreement by giving Customer fifteen (15) days written notice.
- 21 If Customer or Operator terminates this Agreement as provided above, Customer agrees to move out and completely vacate the Space on or prior to the anticipated termination date. Customer shall leave the Space in the same condition as delivered to Customer. Any property left behind will be considered abandoned property and Operator may dispose of such in a manner that Operator sees fit. If Operator is forced to dispose of any abandoned property or forced to clean the Space, Operator may charge Customer a reasonable cleaning fee, which shall be an amount no less than \$50.00. Upon Customer's notice of termination, Operator may consider this Agreement terminated and may relet the Space anytime after the notification date provided. Customer shall be deemed to have conclusively abandoned all property which remains in the Space or on the Project after the termination of this Agreement, upon default of this Agreement for thirty (30) days, or when Operator concludes based upon other reasonable considerations, including, but not limited to an unlocked Space, that Customer has abandoned Customer's property and the Space.

AMENDING THE AGREEMENT

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- 22 All terms in this Agreement are **SUBJECT TO CHANGE** upon thirty (30) days written notice to Customer, including but not limited to, and without limitation, Monthly Rental Charges, late fees and other charges. Upon receiving notice of Operator's pending change(s) to this Agreement, Customer may terminate this Agreement on or before the effective date of such change by giving Operator written notice within ten (10) days of the change taking effect. If Customer does not give such notice of termination, the change shall become effective on the date stated in Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.

NOTICE

- 23 Customer shall notify Operator of any change in customer's address or phone number within ten (10) days of the change. Such notifications shall be (a) by certified mail, return receipt requested, postage prepaid, (b) delivered in person (c) sent from customer via electronic mail so long as the change of address request originates from the e-mail address Operator has on file for Customer, including the e-mail address provided in this Agreement if applicable.
- 24 Customer recognizes it is entering into a business relationship with Operator and to the fullest extent permitted by law, expressly consents to Operator contacting Customer via phone, e-mail or text messaging for purposes relevant to Customer's account or services related to Operator's business. Except as otherwise required by law, or as otherwise provided for in this Agreement, written notices or demands may be personally served by electronic mail to the electronic mail address provided by Customer in this Agreement (or updated electronic e-mail address per separate notification as applicable) or by pre-paid first class U.S. Mail to the last known address of the party to be served, as contained in this Agreement. Such notice or demand shall be complete at on the date sent to Customer's e-mail address listed on this Agreement (or updated e-mail address per separate notification as applicable) if personally delivered (including e-mail), or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service.

MISCELLANEOUS

- 25 Customer shall not assign, sublease or jointly occupy the space or any portion thereof without in each instance obtaining the prior written consent of Operator.
- 26 All of the provisions of this Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assignees of the parties hereto.
- 27 Operator and Customer 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 Operator against Customer or Customer against Operator arising out of or in any way connected with this Agreement, Customer'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. Operator and Customer agree that no arbitration, small claims court proceeding or any other action or proceeding shall be brought against Operator or Customer more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.
- 28 If customer is not an individual, the undersigned warrants that he or she is an authorized agent of Customer.
- 29 If Customer or Customer's spouse is in the military service, Customer must fill out the Addendum to this Agreement regarding military. If Customer's military status (or Customer's spouse's military status) changes during the term of this Agreement, Customer must provide written notice to Operator. Operator will rely on this information to determine the applicability of the Service Members Civil Relief Act.
- 30 This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between Operator and Customer not embodied herein shall be of any force or effect (except for written addenda agreed to between the parties).

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Freeman's Storage Representative

Mike and/or Janice Freeman

Renter Signature

Printed Name