

CALIFORNIA SELF STORAGE RENTAL AGREEMENT

**Hammer Lane Self Storage
6220 Sampson Road
Stockton, CA 95212**

This rental agreement (hereinafter “Agreement”) is entered in Stockton, California by and between HL Hammer Lane Storage, LLC, (the “Owner”), and the tenant identified in Section 1 below (“Tenant”). The Owner and the Tenant hereby agree as follows:

1. TENANT INFORMATION

_____ (First Name)	_____ (Last Name)	
_____ (Number)	_____ (Street)	
_____ (City)	_____ (State)	_____ (Zip Code)
_____ (Primary Phone)	_____ (Mobile Phone)	_____ (Email)
_____ (Driver’s License)	_____ (State)	_____ (Social Security #, optional)

2. ALTERNATE PERSON

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none, write “none”)

_____ (First Name)	_____ (Last Name)		
_____ (Number)	_____ (Street)		
_____ (City)	_____ (State)	_____ (Zip Code)	_____ (City)
_____ (Primary Phone)	_____ (Mobile Phone)	_____ (Email)	

The Alternate is not a party to this Agreement and is not authorized to change the Tenant’s address. In addition, the Alternate has no right to access or to store property in the Storage Space.

3. MILITARY SERVICE Are you or your spouse on active military service? Yes ___ No ___

4. SPACE

Tenant hereby rents from Owner Storage Space No. _____ located in the self-storage facility of Owner. Since all Storage Space dimensions communicated to Tenant are approximate, the area of any Storage Space is approximate. Tenant represents to Owner that Tenant has selected the Storage Space solely on the basis of Tenant’s inspection of the Storage Space.

5. RENT

Tenant shall pay to Owner ___ for the Storage/Parking Space, \$0.00 for the emailed Invoice fee, _____ for Insurance, for a total sum of ___ per month. Tenant shall also pay to Owner a one-time Administration Fee of ___ and deliver to Owner a security deposit in the amount of \$0.00 which is equal to approximately fifty percent (50%) of the total monthly rent. The sum of ___ has been received by Owner from Tenant. Rent shall be paid by Tenant in advance and shall be received by Owner no later than the _____ day of each month.

Rent shall be paid by Tenant to the Owner at the address stated for Owner above or at such other location as may be designated in writing by Owner from time to time. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require any payment for rent and other charges to be paid, at Owners option, by one or more of the following methods: in cash, certified or cashier's check, money order, credit card, debit card, electronic check (ACH), if available, or other online electronic payment method. Owner may change the monthly rent or other charges due pursuant to this Agreement by providing to Tenant fifteen (15) days advanced written notice by first-class mail or by email at the postal address or email address for Tenant stated in this Agreement. The new rent shall become effective on the next date rent is due. If tenant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

6. NOTICE OF LIEN

Pursuant to the California Self-Storage Facility Act your stored property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days. IMPORTANT: P.O. Box addresses are invalid for the purpose of Lien Opposition Notices.

7. LIEN NOTIFICATION BY ELECTRONIC MAIL

Lien notices may be sent to the Tenant and to the Alternate by electronic mail.

8. OWNER'S RIGHT TO TOW: Pursuant to the California Self-Service Storage Act, Owner has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 (sixty) or more days past due.

9. LATE FEES AND OTHER CHARGES

If rent remains unpaid for at least ten (10) days after the due date, tenant shall pay to Owner a late payment in accordance with the following schedule: Ten dollars (\$10) for rent of sixty dollars (\$60) or less, Fifteen dollars (\$15) for rent greater than sixty dollars (\$60), but less than one hundred dollars (\$100), and Twenty dollars (\$20) or 15 percent (15%) of the monthly rental fee, whichever is greater, for rent of one hundred dollars (\$100) or more. Tenant shall be liable to Owner for the sum of \$25 for each dishonored check or damages prescribed by law. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Tenant agrees to pay all collection and lien costs incurred by Owner. When rent or other charges remain unpaid for fourteen (14) consecutive days, Owner may revoke tenant's gate access code. Tenant shall have access to the Storage Space only during office hours until the payment of all rent is current. Tenant shall have no access to the Storage Space fourteen (14) days after the mailing of a preliminary lien notice.

10. PARTIAL RENT PAYMENTS

Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Tenant understands and agrees that acceptance of a partial rent payment made to cure default for non-payment of rent shall not delay or stop foreclosure on Tenant's stored property as provided by the California Self Service Storage Facility Act.

11. CHANGE OF ADDRESS

Only the Tenant has the sole and exclusive authority to change the Tenant's address. Tenant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of Tenant to verify that Owner has received and recorded the requested change of address.

12. ADMINISTRATION FEE

Tenant agrees to pay the non-refundable Administration Fee set forth in Section 5 above.

13. SECURITY DEPOSIT

Tenant shall pay in advance a security deposit in the amount stated in Section 5 above to secure Tenant's faithful performance of all terms of this Agreement. Tenant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit, less (a) all unpaid rent or other charges then due, and (b) all expenses incurred by Owner for damage to or cleaning of the storage space, shall be returned to Tenant within 15 days after Tenant (i) removes all stored property from the storage space, (ii) removes any lock from the storage space, and (iii) relinquishes possession of the storage space to Owner in accordance with the terms and conditions of this Agreement. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement at the time Tenant relinquishes, abandons, or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary in Owner's sole discretion.

14. CROSS COLLATERALIZATION OF SPACES

If Tenant rents more than one space at this facility, the rent is secured by the property in all spaces rented. Failure by Tenant to pay rent or other charges due on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the Tenant's property if all rent on all spaces is not paid when due.

15. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE

All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk and responsibility. Owner, and Owner's partners, affiliates, employees and agents, shall not be liable for any loss of or damage to any personal property in the storage space or at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents or other animals, burglar or fire system failure, failure of any climate control systems, vandalism, mold-mildew or airborne contaminants, natural disasters or other Acts of God, or the active or passive acts or omissions or negligence of the Owner, its agents or employees.

16. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY.

Owner, Owner's partners, affiliates, agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

17. SECTION 1542 WAIVER

The Tenant hereby agrees that the releases set forth in Sections 15 and 16 of this agreement shall apply to all unknown or unanticipated results of the transactions and occurrences described above, as well as those known and anticipated, and Tenant does hereby knowingly waive any and all rights and protections under California Civil Code Section 1542, which section has been duly explained and read as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

18. TIME TO MAKE CLAIM OR BRING SUIT

Tenant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

19. INDEMNITY

Tenant shall hold indemnify, defend and hold harmless Owner and each of Owner's partners, affiliates, employees and agents from any and all claims, demands, actions and causes of action and all loss, liability, costs and expenses resulting therefrom arising out of the use of the storage space or the self-storage facility by Tenant, its employees, agents, invitees or guests. Tenant's indemnity obligation includes, but is not limited to, claims for owner's active or passive negligence.

20. INSURANCE

During the term of this agreement, Tenant is required to insure Tenant's property stored in Tenant's storage space. Said coverage shall be for the actual cash value of the property stored in Tenant's storage space but in no event for an amount less than two thousand dollars (\$2,000). Evidence of insurance coverage is a certificate of insurance or the declaration page of an insurance policy. If tenant does not provide adequate proof of insurance to Owner upon rental, the Owner may, but shall not be required to, enroll the Tenant in a \$2,000 minimum insurance policy and the monthly charge for such insurance will be added to tenant's monthly rental payment. Failure to pay the monthly insurance charge with Tenant's rental payment shall be deemed a default of this Agreement pursuant to Section 21 below. Upon delivery of adequate proof of coverage by Tenant to Owner, the minimum insurance coverage obtained by Owner, if any, will be cancelled. Tenant expressly agrees that the carrier of any Tenant insurance shall not be subrogated to any claim arising against Owner, Owner's agents or employees. Tenant hereby waives any right of recovery against Owner, Owner's agents or employees for any injury or loss due to hazards covered by insurance.

21. DEFAULT

Upon default by Tenant in the payment of any amount owed to Owner when due or in the performance of any obligation required under this Agreement by Tenant, then Owner, without notice or demand, shall have the right to elect to terminate this Agreement immediately, to remove and to store, at a reasonable charge to Tenant, all property of Tenant located in the space and to relet the space to such person or entity and on such terms as Owner deems appropriate, and to recover all amounts owing by Tenant. Owner shall have the option, if there is a default in the payment of rent or other charges due under this Agreement, to deny Tenant access to the premises, and foreclose the lien on the personal property of the Tenant granted by the Act and recover all amounts owed by Tenant under this Agreement and all expenses incurred by Owner for the preservation, sale or disposal of the property. Tenant shall pay Owner (a) \$20 for the preliminary lien notice, (b) \$25 for the lien sale notice, (c) \$50 for the cost of the auction sale

preparation, plus (d) all costs incurred by Owner to conduct the sale. From the date that the Owner elects to terminate this Agreement until the Tenant's property is sold pursuant to the Act, the obligations of the former Tenant pursuant to Sections 15 through 19 of this Agreement shall continue to apply. The term "rent", as used in this Agreement, includes any fees and charges owed by Tenant to Owner. If Owner or Tenant files any complaint or brings any action or other proceeding against the other party alleging any breach of the Agreement, each party shall be responsible for its own attorney fees and costs with the exception of the filing of an Opposition to Lien Sale in which case the prevailing party shall be entitled to attorney fees and all costs.

22. USE

Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Tenant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time. Tenant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter the storage facility. Tenant shall have the right to use the entrance, driveways, parking areas (not specifically assigned to other tenants), elevators, stairs and hallways that are generally available to all tenants, for the sole purpose of access to and from Tenant's space. Tenant's access to its space shall only be during the days and hours of the days established by Owner in the Rules and Regulations. Tenant shall be responsible for the conduct of its guests and invitees at all times while they are on Owner's property. Tenant shall not store any property in the space that is inflammable, explosive, hazardous, dangerous to the health of humans, or which will increase the rate of Owner's fire insurance premium. Tenant shall not use the space for residential purposes, nor shall Tenant permit occupancy by animals, and Tenant shall not do or permit to be done any act that may create, or does create, a nuisance or which may disturb or interfere with the use of the facility by the Owner or its other tenants. Tenant shall not store any goods or engage in any other act in violation of any applicable law, ordinance, code, rule, regulation or order of any governmental agency or any of the Rules and Regulations of Owner as may be adopted and/or revised by Owner from time to time in Owner's sole discretion. Owner is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Owner does not exercise care, custody, nor control, over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the stored property. **Tenant agrees not to store property with a total aggregate value in excess of \$5,000 without the prior written permission of the Owner. If such written permission is not obtained, the aggregate value of Tenant's property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Owner that Tenant's stored property has any value, nor shall anything to the contrary in this Section 22 limit or otherwise alter the releases by Tenant of Owner's liability as set forth elsewhere in this Agreement.

23. HAZARDOUS OR TOXIC MATERIALS PROHIBITED

Tenant is strictly prohibited from storing or using materials in the storage space or on the self-storage facility property that are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity, which produces such materials. Tenant's obligation of indemnity as set forth in Section 19 above specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

24. TERM

This term of this agreement shall commence on the date hereof and shall continue until terminated on a month-to-month basis. The minimum rental term is one month, and Owner does not prorate rent for partial months. To effect a termination of the month-to-month term, Tenant or Owner must deliver a written notice of termination at least ten (7) days prior to the expiration of the current term. Notice shall be deemed delivered upon deposit in the United States Postal Service by first class mail, postage prepaid, addressed to the party at the address set forth in Paragraph 1 or as changed by compliance with Paragraph 11. In addition to the notice Tenant must remove all property and the lock from the storage space. Failure by Tenant to effect any one of these three

requirements will result in the automatic extension of the month-to-month term. **There shall be no refunds of partial month's rent.** Upon termination of this Agreement, the Tenant must leave the storage space broom clean and in good condition. Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Tenant after termination of this Agreement. Tenant shall be responsible for paying all costs incurred by Owner in disposing of such property. Tenant is responsible for any damage to the storage unit.

25. CONDITION AND MAINTENANCE OF SPACE

Tenant acknowledges and agrees that as of the date of commencement of the term of this Agreement, Tenant has examined the space and such space is clean and in a good condition. Tenant, at Tenant's cost, shall keep the space clean and in a good state of repair. Upon vacating Tenant shall do all acts and expend all funds required to leave the space clean and in good condition. If Tenant breaches this covenant, Tenant upon demand shall reimburse Owner for all sums expended to clean or restore the storage space. Tenant shall not alter or paint the storage space. All contents in the space must be stored eighteen (18) inches below the sprinkler head deflector. Automatic fire extinguisher systems located at the storage facility, if any, may require periodic inspection and certification pursuant to applicable law. Within fifteen (15) days from delivery of written notice by Owner, Tenant shall make an appointment to give Owner's representative access to the unit to inspect it, correct any alteration to the fire sprinkler(s) or to repair any sprinkler heads. In the event Tenant fails to comply with the provisions of this paragraph, Owner's representative shall have the right to remove Tenant's lock at the expense of the Tenant and enter the unit to make such inspection and repairs. Any amounts expended by Owner to gain access or repair shall be due and payable by Tenant immediately after expenditure by Owner.

26. SECURITY ALARM & LOCKS

Tenant shall not divulge Tenant's security access code number to any other person. When there is an alarm from the storage space, Tenant shall produce identification to Owner's representative upon demand. This Agreement may be terminated after Tenant has caused three false alarms. After the second false alarm, there will be a charge of \$25 for each false alarm. Within 5 days following written notice from Owner, Tenant shall deposit \$25 with Owner, which will be forfeited upon Tenant's next false alarm. If such deposit is not forfeited, and Tenant has complied with the Agreement terms, it will be refunded to Tenant after move out. Tenant shall provide, at Tenant's own expense, a lock for its storage space that Tenant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to secure the space, with or without notice to Tenant, at Tenant's sole cost and expense. By failing to lock its storage space, Tenant has assumed the risk of disappearance of Tenant's property. Failure to provide or maintain a lock on the storage space may, at Owner's sole option, result in the termination of this Agreement and a disconnection of the storage space from the alarm system, if any.

27. OWNER'S RIGHT TO ENTER

Tenant grants to Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Tenant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority shall have the right to enter the storage space without notice to Tenant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights. Owner shall have the right to enter the space for any reason at any reasonable time pursuant to discharging Owner's obligations under this Agreement.

28. NO SUBLETTING

Tenant shall not assign this Agreement or sublease the storage space without the prior written consent of the Owner. Owner may withhold such consent to assign or sublet for any reason or no reason in Owner's sole discretion. Tenant shall not allow the use of the storage space by any person or entity other than Tenant.

29. NOTICES

All notices required by this rental agreement shall be sent by first class mail postage prepaid to Tenant's last known mailing address or by e-mail to the e-mail address provided by the Tenant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Tenant. Tenant agrees that mailed notice is conclusively presumed to have been received by Tenant five (5) days after mailing, and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by applicable law.

30. MISCELLANEOUS

Tenant's right to exclusive use of any parking space shall terminate with the termination of this Agreement. If any part, term, clause or covenant of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other part of this Agreement.

☐ The facility: has been inspected by a Certified Access Specialist (CASp). The CASp report is in the possession of the Owner and will be made available to Tenant upon request.

☒ has not been inspected by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

No express or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Tenant's intended use. Owner disclaims and Tenant waives any implied warranties of suitability or fitness for a particular purpose. This rental agreement contains the entire agreement between Owner and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage space and the facility. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing, signed by both parties. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives and permitted assigns of each of the parties hereto.

OWNER: HL HAMMER LANE STORAGE, LLC

By: HP Self Storage Management, LLC, its authorized agent

By: _____
(Its Authorized Representative)

Dated: _____

TENANT:

(Tenant)

Dated: _____

HAMMER LANE SELF STORAGE
6220 Sampson
Stockton, CA 95212
209-956-3378

Welcome!

Be a Good Neighbor

Help keep the critters away; DO NOT STORE FOODS (HUMAN OR PET), GRAINS, OR OTHER PERISHABLES.

1. Use of Premises: Storage units are for the purpose of storing personal property. *No residing or loitering* in or around your space is permitted. You don't have to go home, but you can't stay here!

Property Care: You must remove all unwanted items from the property.

A \$50.00 FEE WILL BE CHARGED for picking up items or cleaning the asphalt.

2. Conduct: Tenants and guests are responsible for their actions at all times. There is no smoking allowed on the property. Alcohol and illegal drugs are prohibited. Loud music, profanity, fighting, threats and perceived threats of danger to persons or property are prohibited.

3. Speed Limit: A 5 MPH speed limit is posted for your safety. Please drive slowly and carefully.

4. Children: Parents or guardians are responsible for the care and safety of children that accompany them. Children are not allowed to walk through the facility without adult supervision. Bike riding, skating, skate boarding, and the use of all ridden toys are not allowed.

5. Pets: All pets must be kept on a leash or in your vehicle at all times. Please take into consideration the temperature of the day if you plan to keep your pet inside a vehicle.

WARNING: Rodent Poison is present on the property, both inside and outside of storage units. RODENT POISON CAN BE HARMFUL IF SWALLOWED. In case of emergency, call the

Poison Control Center at: 1-800-222-1222

Rodent Poisons on the property may include the following (or similar) products:

"Top Gun Pellet Rodenticide" with Bromethalin

Contrac Rodent Poison with Bromadiolon

Bell Laboratories - Liqua Tox II with Diphacinone, sodium salt 0.11%

*******Can be Harmful if Swallowed*******

6. Lighting: Lighting in units is controlled by a dial timer. The dial lights up a number of units at one time; the dial may be several units away from your unit. There is a very small button on the bottom center of the box to release the cover. Small plastic boxes containing a dial timer will be are the cinderblock outside of the storage units. Jamming the timer for an extended period of time is not allowed. Damage to the dial unit will be paid for by the tenant.

7. Gate Security: Please be mindful of safety and security while visiting the facility. It is imperative all tenants use their gate code upon entering and exiting. DO NOT TAILGATE through the gates, once inside or outside of the gate please pause for the gate to close to insure no one enters or exits behind you.

8. Gate Hours: 6:00 AM to 9:00 PM daily (365 days per year). All tenants must vacate the premises prior to 9:00 PM with exception of those that have a permitted business arrangement (must have a viable business license).

9. Office Hours: 9:00 AM to 5:30 PM *Monday thru Friday*. 9:00 AM to 4:00 PM *Saturday*, 10:00 AM to 4:00 PM *Sunday*. The business office will be closed for most holidays. A list is posted on the front business office window. In addition, the business office may close early the day before and open later the day after these holidays. Storage personnel are under no obligation to assist tenants after regular business hours. If assistance is rendered storage personnel may charge the tenants account a fee of \$35.00.

10. Address Change: Please stay in touch! Address changes must be submitted in writing with a signature and date. Phone number and e-mail addresses may be submitted verbally.

Amendment: Owner / Manager reserves the right in its sole discretion at any time and from time to time for the purpose of providing for the proper operation and management of the facility to delete, revise and add to these RULES AND REGULATIONS.

I acknowledge receipt of and my responsibility to comply with these Rules and Regulations.

Tenant Signature

Date

**HAMMER LANE SELF STORAGE
6220 Sampson
Stockton, CA 95212
209-956-3378**

1. Payments: Rent is due month to month from the day of the rental agreement without demand. Invoices are available free via e-mail only. Make your payment automatically with our free autopay program or on-line anytime at www.hammerlaneselfstorage.com. After business hours, you may use the drop box to the right of the front door; please include your storage unit number. If you call the business office for your balance owed, you will be given the amount owed on that day. From that day forward your balance may increase due to fees and/or additional rent. Please make your payment on time to avoid additional charges.

Should you submit a payment in our drop box for less than the total amount due, the payment will be returned to you via USPS Certified Mail. You may be assessed fees and/or additional charges until the amount is paid in full. If a second payment is received in our drop box for less than the amount owed, the payment will be returned to you as stated above. In addition, you will lose the privilege of using the drop box. Payments will be required to be paid in person for the full amount due during business hours, or you may make your payment on line. Payments will not be accepted by telephone.

2. Locks: The tenant must purchase/provide and lock their storage unit at the time of occupancy. If you have not secured your storage unit with a lock on your move in date we will secure your unit with a lock and a seal. Your account will be charged for the lock. The keys will be available to you during business office hours only. All locks must be equal or superior to the locks sold at the facility. Any lock that does not provide security for the storage unit or has the potential of damaging the hasp or door must be replaced by the tenant. In the event the tenant loses the key for their lock we charge \$35.00 for a lock cut (must provide ID).

3. Late Payments: In the event rent has not been paid for 10 consecutive days after the due date, your gate access will be suspended. At the close of the business day on the 10th day of delinquency a late fee is assessed. After the 14th day of delinquency a pre-lien fee is assessed. If your payment has not been received by the 30th day after the billed month a lien fee will be assessed and the auction process will begin. All contractual related fees apply.

4. MOVING OUT?

A. An advance written notice of 07 DAYS is required prior to move out.

B. If you are on autopay, you must notify us in writing to have it deactivated.

C. There are no partial month refunds.

D. Your storage unit/space must be vacated on or before the last day your rent has been paid through and 1 hour before the close of the business office. If you have not submitted an intent to move out notice in advance, you will be charged for 7 days of rent.

E. Your storage unit must be empty, swept clean, in good condition, and ready to re-rent.

F. YOUR LOCK AND ALL CONTENT MUST BE REMOVED. WE WILL NOT CUT YOUR LOCK or remove debris from your unit after you have vacated. Your rent will continue to bill month after month until your unit qualifies for and is sold at auction. The remaining balance after auction proceeds are applied to your account the remaining balance will be sent to collections.

YOU MUST VERIFY WITH THE OFFICE THAT YOUR UNIT IS EMPTY, CLEAN, AND THE LOCK REMOVED.

Amendment: Owner / Manager reserves the right in its sole discretion at any time and from time to time for the purpose of providing for the proper operation and management of the facility to delete, revise and add to these RULES AND REGULATIONS.

I acknowledge receipt of and my responsibility to comply with these Rules and Regulations.

Tenant Signature

Date

We appreciate your business!

**BOB BADER COMPANY INSURANCE AGENCY
STORED PROPERTY COVERAGE
Participation Form**

As a condition of leasing the storage unit shown below, the storage facility requires the occupant of the storage unit ("Lessee", "Your" or "You") to provide proof of insurance coverage for the Lessee's stored property. **Coverage under the Bader Program ("Program") is NOT required as a condition of renting a storage space and may duplicate coverage already provided to you under your homeowner's, renter's or other insurance policy.** If you have a homeowner's, renter's or other insurance policy that covers your stored property and do not want to participate in this Program, simply provide the facility manager with proof of your insurance. You may participate in the Program which covers your stored property in the storage unit against fire, smoke, explosion, windstorm, burglary, roof leaks, and other identified risks. This coverage will be provided through a licensed agent. **NEITHER THE STORAGE COMPANY NOR THE LEASING AGENT ARE INSURANCE AGENTS. DIRECT COVERAGE QUESTIONS TO BADER - Toll-Free Phone: 888-223-3726 or Fax: 888-329-2237**
Fax: 888-329-2237

LESEE INFORMATION

Lessee's Name(s): _____

Effective Date: _____

Lessee's Address: _____

Unit #: _____

Disc/Cylinder Lock: ☐ YES ☐ NO

City, State, Zip: _____

Daytime Phone #: _____

Email Address: _____

COVERAGE SELECTION (Initial one box and complete the information)

[] **YES, I AGREE TO PARTICIPATE IN THE TENANT INSURANCE PROGRAM FROM BADER**, a licensed insurance agency, and to pay the Monthly Premium when due. I acknowledge that I have voluntarily elected to purchase coverage through Bader. I understand and agree that the amount of coverage I have elected below is the maximum limit I will be afforded for coverage and may be subject to a deductible in the event of a covered loss or damage. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation. I acknowledge that the self-storage management company, owner, landlord, lessor or operator of this storage facility may benefit from my purchase of the coverage by receiving a fee for providing administrative services. I understand that the Monthly Premium and deductible amount, if any, will be specified in the Certificate of Insurance and Summary of Coverage I will receive.

Coverage: «CoverageAmount»

Monthly Fee: «InsPremiumAmount»

Coverage over \$5,000 subject to approval by Bader, and the submission of an inventory form (not available in the state of Missouri).

Approval Code: _____

The Program is underwritten through Pennsylvania Manufacturers' Association Insurance Company ("PMAIC") and coverage is subject to their underwriting requirements. Coverage is not "all risk" and **flood coverage is not provided**. The coverages afforded to you under the Program are listed in the "Your Tenant Insurance" brochure and will also be listed in the Summary of Coverage that will be issued to you.

PARTICIPATION: My coverage will begin as of the effective date and for the amount of personal property coverage I have selected above, but only after I have properly completed, signed and submitted this Participation Form and made the first Monthly Premium payment. I understand that my coverage will continue on a month-to-month basis as long as I continue to pay the Monthly Premium shown above. My coverage will continue each month until I terminate the coverage 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.

I authorize the self-storage management company, owner, landlord, lessor or operator of this storage facility to receive the Monthly Premium and to send it to Bader on my behalf. I understand that my failure to pay any premium in full each month will result in the cancellation of my coverage, without notice.

ELIGIBILITY: I understand that the opportunity to purchase coverage for property stored within the self-storage facility is available to all tenant/occupants who have entered into a rental or lease agreement with the storage facility for an 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 Summary of Coverage to understand how it may exclude or limit coverage for some of my stored property and for some causes of loss. This Participation Form contains only a general description of coverage and does not constitute an insurance contract.

REINSTATEMENT: If your Monthly Premium is more than 30 days delinquent by signing below you authorize re-instatement of said coverage under the prior terms and conditions without completing a new Participation Form under the following conditions:

1. You are still renting the same unit shown on your original Participation Form.
2. You understand that you will NOT be charged a Monthly Premium for the period during which coverage had been terminated and that there is NO COVERAGE for the period during which coverage had been terminated.
3. You acknowledge there has been no loss or damage to any property stored in this unit during the lapse of your coverage.

If there was damage to, or loss of, any property stored in the unit that occurred after the coverage terminated for non-payment, you

understand that coverage will not apply to this loss and you agree that you will not file a claim for said loss or damage with the insurance company, storage facility or Program Administrator.

INSURANCE INFORMATION: I have received a copy of the “Your Tenant Insurance” program brochure. **I understand that the manager and staff at this facility are NOT insurance agents. I will need to direct any questions regarding the coverage I purchased to the Program Administrator listed below.**

CONSENT TO ELECTRONIC DELIVERY: By signing below, I agree to receive and/or obtain any and all notices and documents related to this coverage via “Electronic Communications” via the use of my email unless I contact the Program Administrator at the number below to opt out.

I have read and completed this Participation Form for coverage for my stored property provided under the storage facility’s insurance policy underwritten by PMAIC. I hereby request that I be enrolled in the Bader Program for the amount of elected coverage and Monthly Premium shown on page 1 of this form.

Lessee’s Signature(s): _____ Date: _____

To access a copy of the certificate of property insurance, go to: www.baderco.com/cert

Or call 1-888-223-3726 and select #1, #1

Note: Participation for coverage while the storage facility is under a wildfire or hurricane watch or warning will not become effective until 12:01 a.m. the day after the warning or watch is lifted.

[] **NO, I HAVE PROPERTY INSURANCE OF THE TYPE CHECKED BELOW.** A copy of my policy Declarations page is attached as evidence of coverage. I agree to keep coverage in force during the term of my lease.

Insurance Company Name: _____

☐ Homeowners ☐ Renters ☐ Business ☐ Owners ☐ Other: __

Policy #: _____ Limit \$: _____ Effective Date: _____ Term: _____

Lessee’s Signature(s): _____ Date: _____

PROGRAM ADMINISTRATOR

Bob Bader Company Insurance Agency | 8425 Woodfield Crossing Blvd, Suite 200 | Indianapolis, IN 46240-2495

Toll Free Number: 888-223-3726 ☎ Fax Number: 888-329-2237

Agent: C.T. Norman Parnell ☎ CA License: 0K82468

#pb

FRAUD WARNINGS

Attention: Insureds in California:

For your protection, California law requires the following to appear with this form(s):

(A) It is unlawful to:

- (1) Knowingly present or cause to be presented any false or fraudulent claim for the payment of loss under a contract of insurance.
- (2) Knowingly file multiple claims for the same loss or injury with more than one insurer with an intent to defraud the insurer.
- (3) Knowingly prepare, make or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used as support of any such claim.

(B) Every person who violates any provisions of this section is punishable by imprisonment in the state prison for two, three, or four years, or by fine not exceeding ten thousand dollars (\$10,000), or by both.

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