



## U-Stor-It Rental Agreement

Thank you for becoming our customer. You want and agree to rent a self-storage space from U-Stor-It on these terms:

### Parties and Rented Space

U-Stor-It Managers or its affiliates, authorized representatives, employees, or other agents, as owner or owner's agent ("**U-Stor-It**," "**we**," "**us**" or "**our**"),

and

\_\_\_\_\_, as customer ("you or "your" or "Occupant").

You are: an individual ☐ or a business ☐

"Rental Date": \_\_\_\_\_

"Facility": \_\_\_\_\_

"Your Space": \_\_\_\_\_

(Storage or Parking Space #)

Space Size (Approximately): \_\_\_\_\_

### Your Information

#### Customer Information

Address: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

ID/ Driver's License: \_\_\_\_\_

Email Address: \_\_\_\_\_

#### Emergency/ Alternate Contact Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Authorized Access Person(s): \_\_\_\_\_

### Your Fees and Charges

\_\_\_\_\_ One Time Administrative Fee (non-refundable)

\_\_\_\_\_ "Monthly Rent" (Due on rental anniversary date)

\_\_\_\_\_ Monthly Insurance Premium (only if insurance is elected)

#### **Late Payments will be subject to the following charges (late is more than 10 days past due for each period.)**

If rental rate is less than \$60 late fee = \$10.00

If rental rate is \$60 to less than \$100 late fee = \$15.00

If rental rate is \$100.00 or more late fee = \$20.00 or 15%, whichever is greater.

**In the event your space becomes delinquent, we are required to take several additional actions and many of these actions have costs associated with them. As a result, you may be subject to the following fees:**

\_\_\_\_\_ Dishonored Check Charge

\_\_\_\_\_ Credit Card Chargeback Fee

\_\_\_\_\_ Pre-lien Letter Charge

\_\_\_\_\_ Lien Letter Charge

\_\_\_\_\_ Lien Fee after 31 days (whether or not a lien sale occurs)

\_\_\_\_\_ Auction Advertising Fee

### **1. YOUR RENTAL TERM.**

Your Rental Agreement starts on the Rental Date and shall continue on a month-to-month basis for a Standard Term of one (1) month from the beginning date of Rental Agreement until terminated by you or by us (see paragraph 11 about termination). The day of the calendar month, on which the first monthly Term commences is hereinafter referred to as the "due date."

## 2. YOUR FEES AND CHARGES.

### 2.1 Your Payments to Us.

- 2.1.1 **Due Date.** You shall pay Owner as a monthly rent, without deduction, prior notice, demand, or billing statement, the sum noted above (plus any applicable tax imposed by any taxing authority) in advance of the commencement before each Due Date.
- 2.1.2 **Method of Payment.** You may pay your Monthly Rent with a check payable to U-Stor-It, an ACH transfer from your bank account to U-Stor-It, or approved debit or credit card (and you can conveniently sign up online for debit or credit card AutoPay). We reserve the right to require you to make payments in cash, debit or credit card, certified check, or money order. We reserve the right to refuse cash payments. When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction.
- 2.1.3 **How We Apply Your Payments.** We apply your payments first to outstanding Monthly Rent (oldest to newest), then to outstanding fees and other charges (oldest to newest), and then to insurance.
- 2.1.4 **No Payment Notice.** Charges for Monthly Rent, fees and other charges, and any insurance are due whether or not you receive a billing statement or payment notice.
- 2.1.5 **No Refunds or Prorations.** You will NOT be entitled to any refund or proration of the first month's Monthly Rent or the Monthly Rent for the month your Rental Agreement terminates. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.
- 2.1.6 **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. Occupant understands and agrees that acceptance of a partial rent payment shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.

- 2.2 **Your Rental Terms May Change with 30 Days' Notice.** We may change your Monthly Rent, fees and charges, and any other terms of this Rental Agreement with 30 days' notice to you. We may send notice to your email address. By continuing to use Your Space, you agree to the Rental Agreement as changed and that all of its other terms remain in effect.

## 3. YOUR SPACE.

- 3.1 **Estimated Size of Your Space.** Any description of the size of Your Space is an estimate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators. The estimated size of your space does not ensure any specific amount of usable space. Before moving in, you examined Your Space and had the opportunity to measure it. You agree that it and the Facility meet your needs and you accept them "**AS-IS**." The following is applicable only if you complete this Rental Agreement online: before moving in, you will examine Your Space and have the opportunity to measure it. You agree that it and the Facility meet your needs and you accept them "**AS-IS**" unless you inform us in writing on the Rental Date that it does not. If that happens, we will try to find another space to meet your needs (at that space's market rate) or we will terminate your Rental Agreement and refund you the Monthly Rent (only) that you have paid.
- 3.2 **Securing Your Space.** You will provide, at your expense, a lock that you deem sufficient to secure Your Space. If Your Space is designed to use a cylinder lock, you agree to provide a cylinder lock designed for Your Space. You will not provide a key and/or combination to us. If Your Space is equipped with an electronic lock, it will be one that you will control. The Property Manager will not have access to your electronic lock. **We will not have possession, care, custody, or control over your stored property (and this Rental Agreement creates no bailment).**
- 3.3 **Access to the Facility and Your Space.** Access to the Facility and Your Space is limited to the hours and days of operation posted at the Facility. At our discretion, we may require that you access Your Space by coming first to the office at the Facility or otherwise restrict your access to the Facility and Your Space.
- 3.4 **Authorized Access Persons.** Your named Authorized Access Persons are your agents and are not parties to this Rental Agreement. They have no rights as tenants under this Rental Agreement. They have no standing to bring any claims arising under this Rental Agreement or as a result of having authorized access to Your Space. We provide this authorized access as a convenience to you, and we reserve the right to revoke it at our sole discretion.
- 3.5 **Restrictions on Use of Your Space.**
  - 3.5.1 **Use Restricted to Storage of Your Own Property.** You will use Your Space **ONLY** for storage, and **ONLY** to store **your own property**.
  - 3.5.2 **Total Value Limit of \$5,000.** The total value of all property stored in Your Space **MAY NOT EXCEED \$5,000**.
  - 3.5.3 **No Valuables.** You agree Your Space is not suitable for the storage of valuables. You will not store valuables in Your Space or the Facility, including heirlooms or precious, highly valuable, or irreplaceable property such as books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects that may have special or emotional value, and records or receipts relating to the stored goods.

- 3.5.4 **No Perishables or Hazards.** You will not store any food or perishable goods or use Your Space in any manner that constitutes a hazard or nuisance.
- You will not store or permit the storage in Your Space or the Facility of any **Hazardous Materials** (including any hazardous or toxic chemical, gas, liquid, substance, material, or waste, and in some jurisdictions, vehicle tires, that is regulated under any applicable law or regulation), flammable materials, explosives and other inherently dangerous materials, or property that would violate any law or regulation of any governmental authority. **Owner may enter the space at any time to remove and dispose of prohibited items.**
- 3.5.5 **No Conducting Business, Habitation or Loitering.** You will not use Your Space to conduct business or as living space for humans, animals, or any living thing. You will not use a Facility as your business address. You will not loiter at the Facility or Your Space.
- 3.5.6 **Other Restrictions.**
- If Your Space has a light source, it may be used only to light Your Space for convenience in accessing stored goods. No alterations may be made to Your Space without our prior written consent. You may not bring electricity into Your Space from any source.
  - You will comply with all laws, rules, regulations, and ordinances of any and all governmental authorities.

You understand Section 3.5 and agree. \_\_\_\_\_ (Initial Here)

#### 4. LIMITATION OF OUR LIABILITY; YOUR RELEASES.

- 4.1 We are not responsible for, and you release us from any liability, loss, or damage, including without limitation injury to persons, from any cause ("**Loss**"), including without limitation, our active or passive acts, omissions, or negligence, unless the Loss is directly caused by our intentional or reckless conduct. To the extent permitted by California law, **our liability for Loss from any cause will not exceed a total of \$5,000.**
- 4.2 You are responsible for, you release us from, and you agree to indemnify us against, any Loss in any way arising out of or relating to this Rental Agreement, Your Space or your use of the Facility, including injury to or Loss by your visitors or invitees, and any Loss that could have been insured, unless the Loss is directly caused by our intentional or reckless conduct.
- 4.3 You waive any right for any insurance carrier to be reimbursed by us for any claim it pays on your behalf (waiver of subrogation).
- 4.4 You waive any claim against U-Stor-It arising out of or relating to this Rental Agreement that you do not make within 12 months from the date it arises. You understand that the law may otherwise afford you a longer period in which to bring claims, and you are giving up that right by agreeing to this waiver.
- 4.5 Even if climate controlled, the temperature and humidity levels within Your Space may not be constant at all times. We do not guarantee temperature or humidity ranges anywhere in the Facility, including in Your Space, and you assume all risk of Loss due to fluctuations in temperature and humidity from any cause.

You understand Section 4 and agree. \_\_\_\_\_ (Initial Here)

**5. OUR LIEN AND RIGHTS TO PROPERTY IN YOUR SPACE.** We have a lien upon all property you store at the Facility for Monthly Rent, labor, fees, or other charges that accrue under the Rental Agreement, and for expenses reasonably incurred in the sale or other disposition of the property. If any part of your Monthly Rent, fees and/or other charges remain unpaid for 14 days after the due date, we may deny your right to use or access Your Space, your property will be subject to a claim of lien and may even be sold to satisfy the lien, as such actions are authorized by Cal. Bus. & Prof. Code§ 21712.

- 5.1 We may enforce our lien and may sell all property stored in Your Space, to satisfy payment of your unpaid Monthly Rent, late fees, and/or other fees and charges, and we will charge you lien and lien sale fees.
- 5.2 We will send you preliminary and subsequent lien notices prior to the lien sale, and we will advertise the lien sale in a local newspaper and/or online.
- 5.3 Lien notices may be sent to you and to your alternate contact by certified mail, postage prepaid, by regular first-class mail if we obtain a certificate of mailing indicating the date the notice was mailed, or by electronic mail.
- 5.4 **Cross Collateralization of Spaces:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. We may exercise all available remedies, including but not limited to denial of access to the facility and sale of property, if Occupant does not pay rent on all spaces rented.
- 5.5 **Owner's Right to Tow:** Pursuant to the California Self-Service Storage Facility Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.
- 5.6 **Denial of Access:** When rent or other charges remain unpaid for ten (10) consecutive days, owner may deny Occupant access to the storage space and/or revoke the Occupant's gate access code.

**6. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER. PLEASE READ THIS PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS.**

- 6.1 **INFORMAL DISPUTE RESOLUTION.** Before filing a claim against Owner in any forum, you agree that you must first attempt to resolve your dispute informally by notifying Owner of your claim by sending a letter to the "U-Stor-It Dispute Resolution Department", 3350 El Cajon Blvd, San Diego, CA 92104 (collectively, the "Notice Addresses"). The notice must describe the nature of the dispute and the relief being sought. You agree to provide Owner sixty (60) days from the date of receiving your notice to try and resolve the dispute. If the parties are unable to resolve the dispute after 60 days, either party may then file a claim.
- 6.2 **BINDING ARBITRATION.** Both you and U-Stor-It agree to arbitrate any and all disputes or claims arising out of, in connection with, or in any way relating to the relationship between you and us, including claims that arose before the signing of this or any prior lease or rental agreement and the attached Addendum and any claims that may arise after the termination of this Rental Agreement and the attached Addendum, including, but not limited to, claims relating to advertising. All disputes concerning the arbitrability of a claim (including disputes about the interpretation, breach, applicability, enforceability, revocability or validity of this Rental Agreement and the attached Addendum(s)) shall be decided by the arbitrator. Nothing in this agreement shall be read to preclude the potential availability of public injunctive relief in arbitration to the extent such relief is available under applicable law. By agreeing to arbitrate, both parties are giving up the right to proceed in court. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding. It uses a neutral arbitrator instead of a judge or jury and is subject to limited review by courts.
- 6.3 The arbitration will be governed and administered by the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect and as modified by this Rental Agreement, by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. To the extent JAMS is not available in your state, the arbitration will be governed and administered by the American Arbitration Association Consumer Arbitration Rules, as modified by this Rental Agreement. The right to arbitration under this arbitration provision is protected by, and any arbitration will be governed by, the Federal Arbitration Act (9 U.S.C. § 1 et seq.). Both parties agree that our business and the relationship here involve interstate commerce.
- 6.4 **EXCEPTIONS TO ARBITRATION.** Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. We retain the right to conduct a lien sale. Any other claims, however, such as claims for violations of the self-storage lien laws, derivative claims (including but not limited to claims under state or federal consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.
- 6.5 **CLASS ACTION WAIVER.** Both parties agree to give up the right to a jury trial. Each may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class action lawsuit or representative proceeding or consolidated action. Further, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding or consolidated action. This arbitration agreement does not stop you from bringing issues to the attention of federal, state, or local agencies, who may seek relief against us on your behalf. If this specific provision, known as the "Class Action Waiver," is found to be unenforceable, any defective provision shall be severed from the enforceable portions of this agreement. Under no circumstances shall any claim or dispute be resolved through class arbitration.
- 6.6 For all claims and counterclaims together valued at less than \$25,000, the parties must proceed with a documents-only arbitration hearing, unless otherwise agreed upon in writing by both parties.
- 6.7 Notwithstanding any provision in this Rental Agreement to the contrary, if we make any future change to this arbitration provision (other than a change to the notice addresses in paragraph 6.1), you may reject any change by sending written notice within 30 days of the change to 3350 El Cajon Blvd, San Diego, CA 92104.
- 6.8 **THIS ARBITRATION PROVISION IS OPTIONAL.** You may decline this agreement to arbitrate by sending written and signed notice to us, ATTN: Opt-Out, U-Stor-It, 3350 El Cajon Blvd, San Diego, CA 92104, within 30 days of signing this Rental Agreement.

You understand Section 6 and agree. \_\_\_\_\_ (Initial Here)

**7. YOUR MILITARY SERVICE.**

- 7.1 You (check one) are ☐ or are NOT ☐ in the military.
- 7.2 If in the military, you are, at the time of signing this Rental Agreement (check one or both if applicable)  
☐ in the reserves or National Guard and/or ☐ on active duty.
- 7.3 You will immediately notify us in writing of any changes in the information you provide us about your military status or assignment.

**8. OUR RIGHT TO ENTER, INSPECT, AND REPAIR YOUR SPACE.**

- 8.1 You will grant us access to Your Space upon 3 days' written notice.
- 8.2 If criminal activity is suspected, in an emergency, if you fail to grant us access upon 3 days' written notice, or if you default under this Rental Agreement, we or a governmental authority have the right to remove your lock(s) and enter Your Space without providing notice or seeking

your consent, in order to: (1) examine Your Space or its contents, (2) make repairs and take other action to preserve Your Space or the Facility, (3) comply with any law or regulation, or (4) enforce our rights.

- 8.3 If we relocate the property stored in Your Space to another space in an emergency, all of the terms of this Rental Agreement still apply and the relocated space will be considered "**Your Space.**"
- 8.4 On our demand, you will pay all expenses we reasonably incur: (1) if the Facility or Your Space is damaged due to your negligent or deliberate acts or omissions; or (2) for any cause for which you are otherwise responsible; or (3) if you fail to remove your property upon termination of this Rental Agreement; or (4) for the removal of any belongings or items left on our property outside of your space, a dumping fee will be added to your account.
9. **RELEASE OF YOUR CREDIT INFORMATION.** If you have an unpaid balance when Your Space is vacated, we will refer your account to a collection agency and the unpaid balance may be credit-reported.
10. **OUR PRIVACY POLICY.** You have received and reviewed our Privacy Policy and agree with its terms. You authorize us to release any information required by law or requested by governmental authorities, or to others for marketing and similar purposes consistent with our Privacy Policy. We reserve the right to change our Privacy Policy at any time. Any changes will be effective immediately upon the posting of the revised Privacy Policy on [www.ustorit.com](http://www.ustorit.com) and your continued rental of Your Space indicates your consent to use your information consistent with our Privacy Policy posted on [www.ustorit.com](http://www.ustorit.com).
11. **DEFAULT, TERMINATION, AND ABANDONMENT.**
- 11.1 You may terminate this Rental Agreement at any time by giving 2 days' written notice to us; however, you must still pay all amounts due (including the full Monthly Rent for your last month of the term).
- 11.2 You are in default if you fail to pay Monthly Rent or other charges when due, you fail to comply with applicable law or any provision of this Rental Agreement, if anything you represent to us in this Rental Agreement is or turns out to be untrue, or if we have reason to believe that you or any of your Authorized Access Persons have engaged in criminal activity. We may terminate this Rental Agreement if you are in default by giving 2 days' written notice to you. If we discover you or your Authorized Access Person is a restricted party (see paragraph 19), we may immediately terminate this Rental Agreement by posting notice of same on Your Space or by mailing you notice.
- 11.3 We may terminate this Rental Agreement even if you are not in default, by giving you written notice at least 7 days before the expiration of your rental term.
- 11.4 Upon termination of this Rental Agreement, you will promptly remove all of your property from Your Space and the Facility unless there are unpaid charges secured by our lien rights. You will also immediately deliver possession of Your Space to us in the same condition as delivered to you on the Rental Date, except for reasonable wear and tear. Any property remaining in Your Space or at the Facility will be considered abandoned and may be sold, destroyed, or otherwise disposed of at our option.
- 11.5 We will terminate this Rental Agreement without notice to you if we reasonably determine that you have vacated or abandoned Your Space.
- 11.6 We may pursue any available remedy and our decision to pursue one remedy does not prevent us from pursuing other remedies.
12. **CHANGE OF YOUR CONTACT INFORMATION.** If any of the contact information (address, telephone, email address, etc.) for you or your emergency/alternate contact person(s) changes, within 10 days of the change you will provide us with written notice signed by you specifying the new or changed information (mailed to us by first class mail with proof of mailing or delivered in person at the Facility). Changes cannot be made by telephone or by listing such information on return envelopes or checks.
13. **NOTICES; YOUR CONSENT TO ELECTRONIC COMMUNICATIONS.** Notices will be personally served or served by first class mail deposited in the U.S. mail with postage fully prepaid to the address and party provided in this Rental Agreement or to the last known address you provided or may be delivered electronically to your most current email address on record. Service is complete upon delivery if personally delivered, on the date mailed if mailed, or on the date and time sent by us if sent electronically. Any communications by us may be sent electronically, and you consent to electronic signatures. All electronic communications have the same legal effect as if made in non-electronic form.
- 13.1 Check this box to consent to receive lien notices by electronic mail (email). ☐
14. **OUR RULES AND REGULATIONS.** You will comply at all times with our rules and regulations that are posted in a conspicuous place at the Facility, which are considered part of this Rental Agreement. We may change these rules and regulations at any time, and the changes will become part of this Rental Agreement upon posting.
15. **ASSIGNMENT.** You may not assign this Rental Agreement or sublease Your Space. We may assign this Rental Agreement without your consent and will be released from all obligations arising after this Rental Agreement is assigned. This Rental Agreement is binding upon you and our heirs, executors, administrators, representatives and any other permitted successors and assigns.
16. **NO WARRANTIES.** We make NO implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of Your Space or the Facility. Per paragraph 3.1, you have inspected, or you will inspect Your Space and the Facility. You agree that we do not represent or guarantee the safety or security of Your Space or the Facility or of any stored property. This Rental Agreement does not create any contractual obligation for us to increase or maintain any particular level of safety or security.

17. **LAW; JURISDICTION.** This Rental Agreement is subject to the laws of the State of California and is also subject to the DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER provision in paragraph 6. If any provision or part of a provision of this Rental Agreement is unenforceable, the remainder will be enforced to the fullest extent of the law.
18. **STORE AT YOUR SOLE RISK; INSURANCE.** You store property at your sole risk. You are required to have some form of insurance covering the property in Your Space. Insurance is your sole responsibility. You bear the full risk of loss or damage. We WILL NOT purchase insurance on your behalf or evaluate the validity or adequacy of your insurance coverage.
- 18.1 Insurance on Occupant's Property is a requirement to store at this facility. You may purchase the insurance that we offer as a convenience to you, but you are NOT required to purchase it. We make no representation regarding the adequacy or sufficiency of that coverage for your needs. If you elect to purchase that insurance, your monthly payment will include an additional amount for the coverage you select. See paragraph 2.1.3 about how payments are applied. You understand that you will be enrolled with Xercor Insurance Services effective the first day of this rental agreement, unless you provided a copy of your declarations page to the facility for record keeping purposes. If after 30 days, you have not confirmed and certified that you have some other form of insurance covering the property in your storage space, you will continue to be enrolled in the insurance program. If a confirmation of insurance coverage for your property is made within the first 30 days of coverage, U-Stor-It will provide a refund of premium paid. Should your coverage lapse at any point in time, U-Stor-It reserves the right to enforce our insurance requirement and enroll you into Xercor Insurance Services upon 30 days written advance notice.
- 18.2 You understand that if you elect to obtain the insurance offered at this facility, U-Stor-It may benefit financially from your purchase of insurance.

You understand Section 18 and agree. \_\_\_\_\_ (Initial Here)

19. **CONFIRMATION THAT YOU ARE NOT A RESTRICTED PARTY.** You confirm that you and your Authorized Access Persons are not on any U.S. Government or other government list of prohibited or restricted parties (e.g., the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury). You confirm that you and your Authorized Access Persons are not acting on behalf of a party on any such list. If you are a business, you also confirm that you, your Authorized Access Persons and all of your officers, directors and managers are not on any such list, and are not owned or controlled by, or acting on behalf of, a party on any such list. Your confirmations in this paragraph are true and correct at all times during the term of this Rental Agreement, and you will immediately notify us of any change in writing.
20. **CONSENT TO CONTACT.** You expressly consent and agree that in the event we, our agents, affiliates, and/or service providers contact you to discuss your account, including rental payments due, we may telephone you at any number, including any mobile number, provided, or obtained. This consent includes, but is not limited to, contact using automatic telephone dialing system, prerecorded or artificial voice messages, and text messages.
21. **ENTIRE AGREEMENT; TIME.** This Rental Agreement and any written addenda, any notices by us, and any rules and regulations posted at the Facility are the entire agreement between you and us, and supersede all prior agreements and understandings, oral or written. We make no representations, warranties, or agreements not fully set forth in this Rental Agreement and have not authorized anyone else to do so. You acknowledge that none of our employees or agents have made any promise, agreement, representation, or warranty whatsoever, and acknowledge that you have not signed this Rental Agreement in reliance upon any such promise, agreement, representation or warranty that is not expressly contained in this Rental Agreement. Except for changes described in paragraphs 2.2 (changes of rental terms), 6.7 (changes to arbitration provision), 6.8 (your ability to opt out of the arbitration provision), and 14 (our rules and regulations posted at the Facility), this Rental Agreement may only be amended by a writing signed by both parties. Time is of the essence in performing all obligations of this Rental Agreement. Time is of the essence in performing all obligations of this Rental Agreement.

**CUSTOMER**

**U-Stor-It**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**Property Manager**

**OLD REPUBLIC INSURANCE COMPANY  
CALIFORNIA SELF STORAGE TENANT INSURANCE ENROLLMENT FORM**

Operator: U-Stor-It Managers  
Facility Name:  
Applicant Name:

Master Policy Number: MWE 314768  
Unit or Space #:

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

Amount of Insurance: Monthly Premium: Insurance Start Date:

The Amount of Insurance entered above is the limit, or the most we will pay, subject to a \$100 deductible, for damage to your property caused by the Covered Causes of Loss shown in your Certificate of Insurance. In addition, the following Additional Coverages and Additional Covered Causes of Loss are provided and the most we will pay under these coverages are the limits or sublimits shown below, with more detailed descriptions shown in the Certificate of Insurance. Amounts payable under these Additional Coverages and Additional Covered Causes of Loss are part of and not in addition to the Amount of Insurance, and are subject to a \$100 deductible.

<b>Additional Coverages</b>	<b>Limit Equals the Following Percentage of the Amount of Insurance Shown Above</b>
Burglary	100%
Debris Removal	25%
Transit	100%
Extra Rental Space	25%

<b>Additional Covered Causes of Loss</b>	<b>Sublimits</b>
Flood	\$1,000
Rodent, Vermin, Moth or Insect Damage	\$500
Mold, Mildew, Fungus, or Wet or Dry Rot	\$500

I acknowledge that I have elected to purchase insurance from Old Republic Insurance Company. I understand and agree that the Amount of Insurance I have selected above is the maximum limit, unless a limit providing less than 100% of the Amount of Insurance or a Sublimit as shown above applies. Any loss paid under the Certificate of Insurance is subject to a \$100 deductible. The deductible will be subtracted from the applicable limit or sublimit of insurance. The actual amount paid in the event of loss or damage will be determined by my proof of loss documentation.

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

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

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

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

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

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

Xercor Insurance Services LLC  
8435 Keystone Crossing Ste. 240  
Indianapolis IN 46240  
P:1-844-769-2904

California License Number: 0L23065

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

**California**

For your protection, California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage, or to make a claim for the payment of a loss, is guilty of a crime and may be subject to fines and confinement in state prison.

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

PRINTED NAME: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_



## CERTIFICATE OF INSURANCE

### SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER: MWE 314768

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

**Tenant Name:**  
**Customer of:**  
**Site Address:**

**Space:**  
**Date:**

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

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

**AMOUNT OF INSURANCE** – means the coverage limit you selected on the “enrollment form” that you signed, which applies to damage caused by any of the Covered Causes of Loss described below, less the Deductible.

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

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

**OPERATOR** – means the owner, landlord, lessor or “operator” of the self storage facility.

**PREMIUM** – means the amount shown in the “enrollment form” as premium for your insurance.

**RENTAL AGREEMENT** – means the lease or rental agreement executed and in effect between the “operator” and you.

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

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

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property stored in the Space described above caused by any one occurrence until the amount of adjusted loss or damage exceeds your \$100 Deductible. Once the amount of such loss or damage exceeds the Deductible, we will then pay the amount of adjusted loss or damage less the Deductible Amount. However, we will not pay more than the applicable “amount of insurance”, limit, or sublimit of insurance, less the Deductible.

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

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

**ADDITIONAL COVERAGES/ADDITIONAL COVERED CAUSES OF LOSS:** We will also provide the following additional coverages and sublimits of insurance for additional covered causes of loss up to the amounts stated below, subject to the \$100 Deductible. These additional coverages and sublimits of insurance are part of and not in addition to the "amount of insurance".

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

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

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

This coverage does not apply to the following:

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

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

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

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

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

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

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

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

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

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

Regardless of the valuation of Covered Property, we will pay no more than the applicable limit or sublimit, less the Deductible.

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

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

**IF YOU HAVE A LOSS: Write or telephone:**

**Xercor Insurance Services LLC  
8435 Keystone Crossing, Suite 240  
Indianapolis, IN 46240  
1-844-769-2904**

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

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

You will void the insurance under this policy.

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

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

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

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

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

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

**PAIR, SET OR PARTS:**

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

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