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WASHINGTON
SELF-STORAGE ASSOCIATION

DRAFT INSTRUCTIONS NOTICE TO READERS

The Washington Self Storage Association has done its best to give you useful and accurate information regarding the preparation of a self-service storage rental agreement, but we cannot guarantee that you can use the rental agreement trouble free. Every storage operator conducts their business a little differently and the Washington Self Storage Rental Agreement provides a model that you can modify to conform to your business. It is your responsibility to check all material you have read before relying upon them and using the rental agreement you develop. We recommend that you have your rental agreement reviewed by your attorney before using it.

These instructions and the Model Rental Agreement present general legal principles and should not be construed as legal advice or opinion. This information is provided for general information purposes only, and you are urged to consult your attorney concerning your own situation and any specific questions you might have. The Model Rental Agreement is a sample document only.

Washington Rental Agreement

Drafting Instructions

INTRODUCTION

The Washington Model Self Storage Rental Agreement is a template for creating your own self-service storage rental agreement. The model rental agreement makes certain assumptions about how a self-service storage business is conducted. If you conduct your business using a different set of assumptions, you will need to modify the agreement to reflect them. We recommend against printing up a supply of rental agreements and just start using them. We also recommend that you get legal advice before using this rental agreement. So how do you make the best use of the Washington Model Rental Agreement? We recommend the following steps:

1. Thoroughly read the Washington Model Rental Agreement.
2. Read your current rental agreement.
3. List the similarities and differences.

Now you are ready to start the process of customizing the Washington Model Rental Agreement for use in your self-service storage business. We will start with the information section.

THE INFORMATION SECTION

The model rental agreement refers to the self-service storage customer as the “occupant” and the facility operator as the “owner.” We have chosen these terms because they are used in the Washington Self-Service Storage Facility Act (RCW 19.150.010(2) and (3)). . You can use landlord and tenant if you prefer. We recommend against using the terms “lessor” and “lessee” together because it is very easy to confuse these terms when reading through a rental agreement quickly.

The occupant information section is very basic. The name, address and telephone number of your customer is absolutely necessary to maintain contact. The driver’s license number could prove very useful if you lose contact with a customer. If you have this information, there are companies that can find disappearing customers at a relatively low cost. If you collect personal information from the occupant such as social security, driver’s license numbers and credit card information you have a duty to keep it safely. In most states if this information is stolen you have a duty to notify your customers as soon as practicable.

The rental agreement also requests that the occupant provide an e-mail address. It also provides the occupant with notice that you will use the email address to send lien notices that the occupant gives you permission to send notice in this manner, and it provides the owner’s email address from where lien notices will be sent. It is very important that once you choose an email address where lien notices will originate that you only use that email address. Sending notice from a different address could make the notice ineffective. Even if you elect not to send lien notices by email you should still collect this information. An e-mail address gives you another way to contact your customer. You may be able to get in touch with a customer who is no longer at his or her last known postal address.

There may be other pieces of occupant information not in the model rental agreement that you have found helpful. For example, some operators have found having the name, address and telephone number of a customer's employer helpful. As a general rule the more you know about your customers, the better. So feel free to add more questions that you believe will provide a better customer profile but be sure to clarify with your attorney that you are not opening yourself to any privacy claims.

The Washington lien law requires that you request and provide space for the name and address of another person to whom the preliminary lien notice and subsequent notices may be sent. (RCW 19.150.120(2)). If the rental agreement does not have this provision, you cannot use the lien remedy. The customer is not required to provide an alternate contact but if he/she chooses not to do so, it does not affect your rights under the self-service storage lien law, and it is good practice to have "None" appear in the blank.

The lien law also requires that you provide room for the occupant to disclose the name and address of lienholders and secured parties that have an interest in stored property. (RCW 19.150.120(1)). Most property stored in self-service storage facilities is not subject to a lien but this is not always the true. If the property is subject to a security interest, such as rent-to-own furniture store, the occupant must disclose the lienholder/secured party.

The model rental agreement next provides space for the rent, rent due date and other fees and charges. By putting all this information here, there are no blank spaces for fees or charges in the body of the rental agreement. We think this method makes for a more flexible and easier-to-use form. However, there is no magic to this system and if you prefer an alternative form design, don't feel bound by the one presented.

Note that the model form has a non-refundable administration fee. If you do not have such a charge, you should eliminate the space for it in the information section and the ADMINISTRATIVE FEE provision in the body of the rental agreement.

The model rental agreement contains a space for the amount of a security deposit and a paragraph explaining how the deposit will be handled by the owner. The SECURITY DEPOSIT is also optional and should be deleted if you do not include such a charge. This is why you need to read the model rental agreement and your own rental agreement and note the similarities and differences. This process will help you determine changes you should make in the model rental agreement.

If you do require a security deposit, the rental agreement requires it to be returned to the customer within 14 days after the storage space is vacated. If it is not returned or deductions for rent, fees, costs of the sale, or damage are taken out, an explanation of why the funds are withheld should be sent within 14 days. While you can increase the time to return the deposit in the rental agreement to 20 or even 30 days it may not be considered good customer service to take this long. A deposit should be returned promptly and the deposit should be refunded within 30 days.

The rental agreement information section has a space for the amount of the late fee and there is a late fee provision in the body of the agreement. The Washington lien law provides guidance on what is a reasonable late fee (RCW 19.150.150). A late fee of \$20 or 20% of monthly rent, whichever is greater is reasonable. This is a legislative determination and as long as your late fee is in the statutory range it cannot be challenged. You could simply charge all occupants a uniform \$20 late fee. The law also permits you to charge a higher late fee on spaces that rent for more than \$100 per month. Just make sure that your late fee

is within the safe harbor that the legislature has provided.

Do not confuse a late fee with foreclosure fees or “costs of the sale.” A late fee is a charge for the untimely payment of rent. Foreclosure fees or “costs of the sale” are other charges directly related to your costs of default. Whether referred to as foreclosure fees or “costs of the sale,” Washington law provides that these are expenses related to “delivering or sending of notices, advertising, accessing, inventorying, auctioning, conducting a public sale, removing, and disposing of property stored.” (RCW 19.150.010(9) and may be recovered by the owner.

For example, when you send the Preliminary Lien Notice you have incurred a recoverable expense. Charging \$5 or \$10 for this letter is to compensate the owner for the cost associated with the letter. Do not confuse recovering lien sale expenses with a late fee, legally they are very different.

You can add a provision detailing your foreclosure fees. The model contains space for two key charges, the preliminary lien notice and the notice of lien sale. And you could add others. Such a provision, however, can make a rental agreement lengthy and confusing, as well as difficult to change if in the lease itself (for current customers). Alternatively, you could include a schedule of your late fee and foreclosure fees in your rules and regulations, or better yet, have an “addendum” to your rental agreement that is more easily changed and that the customer has to sign. This may be easier for your customer to digest and understand, as well as it gives you proof that the customer saw, read, and understood that a late fee and foreclosure fees may be imposed on him/her should he/she fail to pay rent. These foreclosure fees should be action-based rather than time-based, but be sure to have fees that truly cover your costs. For example, when you send a statutory notice or inventory a space you can charge for it. If you assess an additional charge solely because a specific number of days have passed, the additional charge may resemble a late fee rather than lien enforcement expenses.

Note that the rental agreement provides that owner may increase rent on 30 days advanced written notice. Just be sure to always meet or exceed the number of days for various notices and actions than are required by law or stated in the rental agreement when running your business. If the rental states 30 days advanced notice, you cannot give 29 days notice.

We did not include a space for the storage space size. We did not include it because space size is not necessary to identify the space that the customer is renting. When you state the size in the rental agreement, it can create problems. Some customers have measured their storage spaces, whether correctly or not, and have sought lower rent when the dimensions are not what they thought or complained to consumer protection organizations. As well, many of our larger colleagues were sued in class action lawsuits regarding storage space size. If you want to indicate the size of the storage space in the rental agreement, we recommend that you use “Approximate Size” or some other “qualifying” adjective so that you reduce the risk associated with claims such as false or deceptive advertising, and include a provision that the customer has seen the storage space and it is acceptable for the purposes for which the customer is renting it.

The model agreement is designed to work with either a first of the month or anniversary billing system. If you have a first of the month system, the rent due date is always the first. If you use an anniversary system, the due date is the specified day of the month. Storage operators who are committed to first of the month billing systems could have “the first” printed in this blank.

THE LIEN NOTICE

We have included a “Notice of Lien” statement in the rental agreement. The model rental agreement assumes that you will use the Washington Self-Service Storage Facility Act (r RCW 19.150 et seq. as your remedy when customers fail to pay rent when due. The lien notice is required by law and is designed to make it clear to your customers that you have a lien on their stored property and may sell their goods if rent is not paid.

We have also included a Towing of Motor Vehicles or Boats notice. This is not required by the lien law but the notice alerts your customers to your right to have their property towed from the facility if they fail to pay rent or other charges for 60 days.

THE RENTAL AGREEMENT

The terms of the rental agreement assume that the self-service storage business rents individual storage spaces to customers for one or more months, that the customers provide their own locks and are responsible for insuring their stored property. In fact, the rental agreement contains provisions that the owner is not obligated to provide insurance and does not provide a lock for the space. If you provide your customers locks or have an inset locking system, you will need to modify the provision on locks.

The rental agreement contains a DENIAL OF ACCESS provision. This provision permits denial of access after just six (6) days. (RCW 19.150.030). The law requires that the right to deny access be stated in the rental agreement before you may take this action.

Next, take a look at the LIMITATION OF VALUE OF STORED PROPERTY provision. It limits the value of property that a tenant may place in a storage space to \$5,000 limitation on the value of property stored. It also provides that the amount may be increased only with the written permission of the owner. The value limitation has proved very effective in limiting a storage operator’s liability for loss of or damage to stored property. The Washington lien law also states that if the rental agreement has a limit on the value of property that the occupant may store, that limit is the maximum value of the stored personal property in the occupant's space. While many judges who refuse to enforce liability waivers will enforce the value limitation. It will be a rare judge who will not enforce the limitation giving the legislature’s action on this issue. We recommend using an amount that reflects the value of the property the typical customer actually stores. Do not be afraid to increase this amount for a customer who has a need for a higher value, but only if you are comfortable with the space containing property with the higher value that the tenant requests.

If a customer wants to increase it over a certain amount, say \$10,000, you may have some questions concerning the type of property being stored. For example, you probably do not want \$100,000 of fine art at your facility. You may be less concerned, though, if the customer is going to store \$25,000 worth of furniture. The limitation is designed to protect you from customers placing very valuable property in a storage unit without your consent. In some situations you may want proof that the customer has insurance, and that you are named as an additional insured, as a condition for increasing the permitted value.

Now take a careful look at the USE OF SPACE paragraph. This paragraph clearly states that the owner is not a bailee and does not take care, custody or control of occupant’s stored property. Self storage operators are landlords, not bailees. Bailees owe a greater duty of care to their customers than landlords owe to their

tenants with respect to personal property on the premises. This provision also limits the type of property the occupant may store. Some property does not belong in self storage space. The provision tells customer not to store property that is dangerous, jewelry or property that the tenant has an emotional attachment

The release of owner's liability paragraphs have been drafted with current Washington judicial standards for such provisions in mind. The Washington courts do not favor liability releases but are more likely to enforce them when drafted carefully. A liability waiver must be clear and conspicuous to be enforceable. You may want to bold or increase the font size of these paragraphs in order to be clear and conspicuous.

The rental agreement contains a provision requiring customers to insure their stored property. This conforms with the lien law's provision that the owner is not obligated to insure the property stored by the occupant. (RCW 19.150.130). When properly drafted such a provision is an additional defense to customer suits for loss of or damage to stored property. You may want to have third-party Customer Storage Insurance information and documents provided by the insurer available to your customer, but unless you are a licensed insurance broker, you and your employees should refrain from "selling" insurance coverage. Judges may be more willing to enforce the limitation of liability provisions when facilities make insurance information available to their customers.

Now take a look at the USE OF AUTOMATED CALLS paragraph. Automated call technology is regulated by federal law. You must have the tenant's permission to send automated calls and texts to cell phones. This paragraph gives you the required permission. However, the tenant has a right to withdraw permission in writing. The regulations are limited to the use of automated calls to cell phones. Humans, such as self storage managers, are not required to have permission to make calls and send texts to customers' cell phones.

Finally, give some thought to how you will take advantage of the RULES AND REGULATIONS paragraph. If you put absolutely everything that is relevant to the rental transaction in the rental agreement it can become extremely long, customers may not take the time to read it, and customers may argue that there was too much information in the rental agreement to "catch" the important terms. The rules can be incorporated into the rental agreement by reference, and they are important to regulate general conduct. This is where you can give customers information on everything from facility speed limits and use of dumpsters to hours of operation and bringing animals onto the property. A copy of the rules and regulations should be given to customers along with their rental agreement. The facility rules should also be posted in the office.

CONCLUSION

Prior to using your new rental agreement, we recommend you discuss it with your attorney and your facility manager. It should be reviewed by your attorney to make sure nothing has been left out and that your practices are consistent with the terms of the rental agreement and comply with the law. We think it is a good idea to get input from your facility personnel because they have the responsibility for presenting it to customers and making sure it is properly completed. In our experience, facility personnel often spot problems that attorneys and facility owners do not. We also recommend that you periodically review your rental agreement and make certain it accurately reflects how you are conducting your self-service storage business. We strongly recommend that the body of the agreement be printed in at least ten (10) point type font. Judges do not like fine print and may not enforce important contract provisions if the type is too small.

WASHINGTON SELF STORAGE RENTAL AGREEMENT

Facility Address

Occupant Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

() _____ () _____ _____
Phone (Home) (Cell) (E-Mail Address)

Driver's License # State

Email Address

1. Owner may send lien notices pursuant to the Washington Self-Service Storage Facility Act by electronic mail. Occupant hereby expressly consents to and authorizes Owner to send lien notices to the e electronic mail address above: _____ (initial to authorize email notice)

2. Owner shall send lien notices from the following electronic mail address:

Military Service

Are you or your spouse on active duty military status? Yes: _____ No: _____

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")

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Tele: () _____

Space, Rents, Fees & Charges

Space #: _____ Rent Due Date: _____ Day of the month

Rent: \$ _____ Admin. Fee: \$ 00.00

Security Deposit: \$ _____ Late Fee \$ _____

Pre-Lien Notice \$ _____.00 Notice of Lien Sale \$ _____.00

Disclose Lienholders

Please provide the name and address of any lienholders or secured parties who have an interest in the property stored or to be stored (If none write "None"):

NOTICE OF LIEN: Pursuant to the Washington Self-Service Storage Facility Act (Chapter 19.150 RCW), your property is subject to a claim of lien for unpaid rent and other charges and may be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.

TOWING OF MOTOR VEHICLES OR BOATS: Pursuant to the Washington Self-Service Storage Facility Act Owner may have vehicles, watercraft or trailers towed from the facility when rent is sixty (60) of more days past due.

(Name of Owner), hereinafter "Owner," rents to Occupant, as listed above, the Storage Space indicated above pursuant to the following terms and conditions:

TERM: This Agreement shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

RENT: The initial rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date or in advance, and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days' written notice by first-class mail at the address stated in this Agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

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

CROSS COLAERATION 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 rent 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 property if all rent on all spaces is not paid when due.

CHANGE OF ADDRESS: Occupant must provide address changes to Owner in writing. Such change will become effective when physically received in the self-service storage facility office by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

ADMINISTRATION FEE: Occupant agrees to pay the indicated non-refundable administration fee. [or Owner reserves the right to charge a non-refundable administrative fee.] [Optional]

SECURITY DEPOSIT: Occupant will pay in advance a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this Agreement. [or, Owner may require a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this Agreement.] Occupant 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 all expenses incurred by Owner for damage to or cleaning of the Storage Space shall be returned to Occupant after Occupant removes all stored property from the Storage Space. At Owner's sole discretion, amounts may be withheld from the security deposit to compensate Owner for any rent or any other charges due and unpaid under this Agreement at the time Occupant relinquishes, abandons or otherwise loses possession of the Storage Space. Owner reserves the right to require an additional security deposit when deemed necessary at Owner's sole discretion. [Optional]

LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner's late and foreclosure fees, in addition to any other charges, in the event of default, late payments, NSF checks, or other services requested by Occupant. [or Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date, and other charges as listed as necessary.] These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all costs associated with the default incurred by Owner.

DENIAL OF ACCESS: When rent or other charges remain unpaid for six (6) consecutive days, Owner may deny Occupant access to the Storage Space.

TERMINATION: Ten (10) days advanced written notice given by Owner or Occupant to the other party will terminate this Agreement. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant after vacating the Storage Space.

NO BAILMENT: Owner is not engaged in the business of storing goods for hire or in the warehouse business, and no bailment is created under this Agreement. Owner does not exercise care, custody, or control over Occupant's stored property. Occupant agrees to use the Storage Space only for the storage of property wholly owned by Occupant.

LIMITATION OF VALUE OF STORED PROPERTY: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability as set forth below.

USE OF STORAGE SPACE: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. The Storage Space shall not be used for residential purposes. The Storage Space shall not be used for any unlawful activities, or in violation of any zoning restrictions, business licenses, or other regulatory restrictions. **Occupant shall not store jewelry, furs, antiques, art work, heirlooms, collectibles or any irreplaceable property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to any of the stored property.**

HAZARDOUS MATERIAL PROHIBITED: Occupant will not store or produce at the facility any explosive or highly flammable materials, hazardous materials, toxic materials, gasoline or substances which storage or use is regulated by or prohibited by any local, state or federal law or regulation. Occupant's indemnity and hold harmless as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any prohibited materials, whether or not hazardous or toxic, by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Storage Space at any time to remove and dispose of prohibited items at the sole cost and expense of the Occupant.

INSURANCE: Occupant, at Occupant's own expense, shall maintain insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, its agents or employees for loss of or damage to stored property.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the Storage Space by Occupant shall be at Occupant's sole risk. Owner, its agents and employees shall not be liable for any loss of or damage, whether known or subsequently discovered, to any personal property in the Storage Space or at the self-service storage facility arising from any cause whatsoever including, but not limited to, theft, burglary, mysterious disappearance, fire, water, wind, moisture, fungus, vermin, explosions, Acts of God, or the acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by any act, omission, or negligence of the Owner, its agents or employees.

RELEASE OF OWNER'S LIABILITY FOR BOBILY INJURY: Owner, its agents and employees shall not be liable to Occupant or others for injury or death as a result of Occupant, its agents, employees, guests or invitees' use of the Storage Space or the self-service storage facility, regardless if such injury is caused by any act, omission, or negligence of the Owner, its agents or employees.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner, its agents and employees from any and all claims, damages, demands, actions or causes of action (including attorneys' fees, costs, and expenses) that arise from or in connection with Occupant, its agents, employees, guests or invitees' use of the Storage Space and the self-service storage facility, or anything done in the Storage Space or on the self-service storage facility premises by Occupant, its agents, employees, guests or invitees, that result in damage or injury to any person, entity, or property of Occupant, or to any other party, storage space, or part of the self-service storage facility premises.

LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the Storage Space. If the Storage Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Storage Space, with or without notice to Occupant, at Occupant's own expense.

CONDITION OF STORAGE SPACE: Occupant has examined the Storage Space and agrees that the Storage Space is satisfactory for all purposes, including safety, security, and size for which Occupant will use it. Occupant has had an opportunity to measure the usable interior space of the Storage Space and understands that all representations by Owner of the Storage Space's size in terms of measurements are approximate.

Occupant will keep the Storage Space neat, clean, and in a sanitary condition, and will return the Storage Space to the Owner in the same condition as when it was received, except for normal wear and tear. Any repairs to the Storage Space or the self-service storage facility required due to Occupant, its agents, employees, guests or invitees' acts or omissions, shall be at the Occupant's cost and expense.

RULES AND REGULATIONS: By executing this Agreement, Occupant understands, acknowledges, and agrees to be subject to any rules and regulations set by Owner. Owner reserves the right to revise any rules and regulations at any time, with or without notice to Occupant. Additionally, Owner shall establish and/or change the hours of operation for the self-service storage facility with or without notice to Occupant.

PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left in the Storage Space or at the self-service storage facility premises by Occupant, its agents, employees, guests or invitees after termination of this Agreement, whether Occupant vacated the Storage Space voluntarily, by way of default, or any other manner. Occupant shall be responsible for paying all costs and expenses incurred by Owner in disposing of such property.

OCCUPANT ACCESS: Occupant's access to the self-service 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 Occupant's identity, and inspecting vehicles that enter the self-service storage facility.

OWNER'S RIGHT TO ENTER: Occupant grants Owner, its agents, its employees or representatives of any governmental authority, including police and fire officials, access to the Storage Space upon twenty-four hour notice to Occupant. In the event of an emergency or as required by law, Owner, its agents, its employees or representatives of any governmental authority shall have the right to enter the Storage Space without notice to Occupant, and take such action as may be necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce Owner's rights.

NO SUBLETTING: Occupant shall not assign or sublease the Storage Space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party, its agents or employees, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Storage Space or the self-service storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of its agents, employees, guests and/or invitees.

NOTICES: All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or by electronic mail to the electronic mail address provided by the Occupant in this rental agreement. Notices shall be deemed delivered when deposited in the United States mail or when sent by electronic mail. Occupant agrees that any such notice sent by United States mail is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service. Notices sent by Electronic mail are presumed delivered when sent. All statutory notices shall be sent as required by law.

USE OF AUTOMATED CALLS: Occupant authorizes Owner to contact Occupant by automated telephone calls, text message or other means of automated communications to provide information concerning the facility, Occupant's account and for the collection of unpaid rent and other charges.

NO WARRANTIES: No expressed or implied warranties are given by Owner, its agents or employees as to the suitability of the Storage Space for Occupant's intended use. Owner disclaims and Occupant waives any express or implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant 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 Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the Storage Space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner, its agents or employees purporting to modify, add to, or omit from this Agreement. Occupant understands and agrees that this Agreement may be modified only in writing.

SUCCESSION: All provisions of this Agreement shall apply to and be binding upon all successors in interest, heirs, assigns or representatives of the parties hereto. Owner may at any time assign this Agreement or any part of it, resulting in Owner no longer being responsible, or liable, under the terms of this Agreement, and all the covenants, conditions, and obligations of Owner shall be binding on its assignee and its assignee will be entitled to enforce all of the provisions of this Agreement.

ENFORCEMENT: If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable.

NO ALTERATIONS: Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

Do not sign this agreement until you have read it completely, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature

Date

On Behalf of Owner

Date