



**Rental Agreement – Metro \_\_\_\_\_ (State of Illinois)**

This Rental Agreement is executed at the place and on the date set forth below, between Metro Storage LLC, as managing agent for \_\_\_\_\_ (hereinafter “Lessor”), \_\_\_\_\_, using trade name Metro Self Storage® and, \_\_\_\_\_ (hereinafter “Lessee”) as evidenced by their signatures below, and is made subject to the terms and conditions set forth below in this Rental Agreement, which terms and conditions are incorporated herein and made a part hereof for all purposes. In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the storage space unit named below, hereinafter called "the Space" or if referring to the entire property, "the Facility".

If payment by check, make payable to: <b>METRO SELF STORAGE</b>  and  Mail or Deliver to:  _____ _____	<b>LESSEE INFORMATION          LESSEE INFORMATION MUST BE CURRENT AND ACCURATE (PLEASE PRINT)</b> Name _____ Address _____ City _____ State _____ Zip _____ Phone (HM) _____ (Bus.) _____	Space No. _____ Lease Date _____ Approximate Size _____ Monthly Due Date _____ Monthly Rent _____ Paid Thru _____ Date: _____
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**1. TERM.** This lease shall be for a month-to-month term commencing on lease agreement date listed above and continuing to but not including the same day of each succeeding month (or, for any calendar month having fewer days than the numerical day of the month on which this lease begins, to but not including the last day of that calendar month) until termination. Each monthly period described in this article shall be called a "Rental Month"

**2. RENT.** Lessee shall pay the above monthly rent punctually on the monthly rent payment date. In addition to Lessor's other rights and remedies, Lessor may assess reasonable charges if Lessee defaults hereunder including charges for (i) delinquent payment of rent, (ii) return of a check that is not honored, (iii) failure to deliver possession upon termination, (iv) failure to remove property upon termination and (v) other reasons set forth in this lease, including the Rules and Regulations. If any monthly installment is not paid when due, or if any check given in payment is dishonored, Lessee shall be deemed to be in default. **If rent is more than two (2) days delinquent, Lessee will be denied vehicle gate access entry to the facility. The Lessee's self-storage space will be locked or overlocked by Lessor in compliance with state law.** Additionally, if Lessee is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Lessor to deny access to Lessee to all rented Spaces. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Lessor in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Lessee to Lessor as provided in the Agreement. In addition to the Monthly Rent, Lessee shall pay all State and local sales taxes as may be assessed by the jurisdiction where the Property is located.

**3. USE OF THE SELF-STORAGE SPACE.** The space named herein is to be used by Lessee solely for the purpose of storing any personal property belonging to Lessee. Lessee agrees not to store any explosives or any highly flammable goods or any other goods in the space which would cause danger to the space. Lessee agrees that the property will not be used for any unlawful purpose and Lessee agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement. The Lessee agrees not to store jewels,

furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Lessee. The Lessee hereby waives any claim for sentimental value or emotional distress for the Lessee's emotional attachment to any property that is stored in the Space or on the Property. There shall be NO HABITABLE OCCUPANCY of the space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate TERMINATION of the Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated in any manner for which the Lessee is directly or indirectly responsible, the Lessee shall indemnify and hold the Lessor harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Lessee, whether incurred during or after the lease term. Lessee agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Lessee will indemnify and hold the Lessor harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Lessee's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Lessee in the Space or on or about the Property. No mechanical work of any nature is permitted in the self-storage space, the buildings or grounds.

**4. LIMITATION OF VALUE.** Lessee agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000 unless Lessor has given permission in writing for Lessee to store property exceeding \$5,000 in value and Lessee has provided proof of insurance to Lessor to cover the value of the stored property. Lessee agrees that the maximum value for any claim or suit by Lessee, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Lessor to Lessee for any loss or damage to Lessee's property, regardless of cause.



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**5. LESSEE LOCK.** Lessee shall keep the self-storage space locked at all times, using only one lock per door. All necessary locks shall be provided by Lessee at Lessee's sole cost and expense. If Lessee fails to lock the self-storage space, Lessor may lock the self-storage space with Lessor's lock and deny access to Lessee until Lessee provides a suitable lock. Under no circumstances shall Lessor be deemed under any obligation to lock the self-storage space, nor shall Lessor incur any liability whatever as a result of any failure of Lessor to exercise its right to lock the unit. In the event Lessor exercises its right hereunder to lock the self-storage space with Lessor's lock, Lessee shall be assessed an additional charge to be paid as additional rent for each such incident.

**6. PERMISSION TO CALL, FAX, E-MAIL OR TEXT.** Lessee recognizes Lessor and Lessee are entering to a business relationship as Lessor and Lessee. As such, to the extent any Federal or State law prohibits Lessor from contacting Lessee by phone, fax, e-mail or text, Lessee hereby consents to Lessor phoning, faxing, e-mailing and texting Lessee with marketing and/or other business-related communications (including automated calls and texts). **Lessee agrees that notices may be given by e-mail if Lessee elects to provide an e-mail address.**

**7. NONLIABILITY OF LESSOR.** The parties acknowledge and agree that Lessee has in no way delivered or relinquished exclusive possession of the property stored or used in the self-storage space by entering into this Lease, and Lessee's control and dominion over such property is dependent in no degree upon the cooperation of Lessor. Lessor shall not be liable for loss damages or injury caused by any reason whatsoever, including but not limited to theft, water, fire, mysterious disappearance, mold, mildew, vandalism, smoke, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, birds or other animals, acts of God, the failure to keep the Buildings or grounds under repair, or for the acts or neglect of Lessor, or lessees of other self-storage space, or of any other persons. **All property stored or used within the self-storage space by Lessee shall be at Lessee's sole risk.** The Lessor is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Lessor exercises neither care, custody, nor control over the Lessee's stored property.

**8. RIGHT TO ENTER.** In the event of an emergency, or upon request of a governmental authority, Lessor or Lessor's agents, or representatives of any governmental authority, shall have the right to remove Lessee's lock and enter the premises, without notice to Lessee, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Lessor's rights, including removal of materials stored in violation of this Agreement. Further, Lessor may relocate Lessee's property to a comparable unit within the premises if such a relocation is necessary to repair, maintain, service, reconfigure or otherwise perform work on the units, buildings or grounds.

**9. INSURANCE OBLIGATION: THE LESSOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE LESSEE'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE LESSEE'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.** Lessee, at Lessee's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Lessee's stored property is a material condition of this Agreement, and is for the benefit of both Lessee and Lessor. Lessee's failure to carry the required insurance is a breach of this Agreement, and Lessee assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Lessor,

Lessor's agents or employees, including, but not limited to the alleged negligent or intentional acts of Lessor, or Lessor's agents or employees, including negligent or intentional disposal of Lessee's stored property. Lessee expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Lessee against Lessor, Lessor's agents or employees. It is expressly agreed between Lessee and Lessor that it is intended that insurance coverage be acquired by Lessee to cover loss of the property due to any acts whatsoever of Lessor, Lessor's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Lessee's stored property.

**10. PERSONAL INJURY.** Lessor and Lessor's agents and employees shall not be liable whatsoever to any extent to Lessee or Lessee's invitees, family, employees, agents or servants for any personal injury or death arising from Lessee's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Lessor, Lessor's agents, or employees.

**11. CONDITION OF SELF-STORAGE SPACE.** The self-storage space is leased herein, AS IS, at the date hereof. Lessee understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. At the expiration of the term hereof, Lessee shall surrender the self-storage space, broom clean and in good repair, order and condition, reasonable wear and tear excepted. If Lessee fails to keep the self-storage space in good repair, order and condition throughout the term of the rental agreement, or fails to surrender the self-storage space broom clean and in good repair, order and condition, normal wear and tear excepted, Lessor may in addition to all other available remedies take whatever steps Lessor deems appropriate to clean the self-storage space or to restore the self-storage space to good repair, order and condition, and Lessee shall reimburse Lessor for Lessor's reasonable expenses in connection therewith. Lessee shall not make any alterations or additions to the self-storage space nor operate in the self-storage space or any part of the Building, or on the grounds, any power appliances or devices of any kind without, in each case, the prior written consent of Lessor and on the terms and conditions specified in such written consent. Should Lessee damage or depreciate the Space or facility premises, or make alterations or improvements without the prior consent of the Lessor, or require the Lessor to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Lessee. Lessor has the right to declare any such costs to repair as "rent" and non-payment of said costs will entitle Lessor to deny Lessee access to the Space.

**12. PARTIAL PAYMENTS.** Lessee agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the sale of Lessee's property. Partial payments do not waive or avoid the legal effect of prior notices given to Lessee. Only full payment on Lessee's account prior to the published auction date will stop the scheduled sale of the property.

**13. LESSOR'S LIEN. LESSOR SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "ILLINOIS SELF SERVICE STORAGE FACILITY ACT" 770 ILCS 95/1-95/7. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES. IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, LESSOR MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY**



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**STORED IN THE SPACE. IN NO EVENT SHALL THE LESSOR'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH THE LESSEE STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE.** If the property upon which the lien is claimed is a vehicle or watercraft, and rent and other charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Lessor may have the property towed from the self-service storage facility.

**14. INDEMNIFICATION OF LESSOR.** Lessee shall indemnify and hold Lessor and its agents harmless from any and all claims and demands for damages or injury, and against all losses, penalties and expenses, including Lessor's reasonable costs and attorney's fees, arising from any act or omission of Lessee, from the violation of any statute or ordinance by lessee, or from any accident or occurrence due directly or indirectly to use or occupancy of the self-storage space by Lessee, including without limitation any breach of Lessee's covenants with respect to hazardous materials, substances or wastes.

**15. NOTICE REGARDING SECURITY SYSTEMS.** Lessee acknowledges that Lessor may, but shall not be obligated to, arrange for the installation of an alarm system on the Premises. In such event, Lessee agrees that such services shall be for Lessor's sole benefit, and that Lessor shall not have the responsibility for maintaining or operating such alarm system. Accordingly, NEITHER THE LESSOR, THE ALARM SERVICE, THE ALARM PROVIDER, OR ANY OTHER PERSON SHALL HAVE ANY LIABILITY TO LESSEE OR ANY OTHER PERSON (INCLUDING LESSEE'S INSURER) IN THE EVENT SUCH ALARM SYSTEM, OR ANY COMPONENT THEREOF, SHALL FAIL OR MALFUNCTION (INCLUDING ANY FAILURE OR MALFUNCTION BASED ON OR ARISING FROM THE NEGLIGENT ACTS OF LESSOR, ITS AGENTS OR EMPLOYEES). LESSEE HEREBY WAIVES ALL CLAIMS AND RIGHTS OF SUBROGATION WITH RESPECT TO ANY LOSSES LESSEE MIGHT INCUR ARISING FROM SUCH A FAILURE OR MALFUNCTION. This waiver also applies to any systems installed by Lessor to secure premises and includes, but is not limited to: gates, fences, cameras, doors, etc.

**16. ACCESS.** Lessor may (but shall be under no obligation to) provide automatic access doors, elevators or electronic entry devices. Notwithstanding installation of such devices, Lessor shall in no event be liable for any damages or injury caused by Lessee's inability to move between floors or an elevator or to gain access to, or exit from the premises, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. Access will be denied to any party other than the Lessee who does not retain gate code and key to lock on Space or has failed to supply Lessor with written authorization from the Lessee to enter the Space. Lessee's access to the facility may also be conditioned in any manner deemed reasonably necessary by Lessor to maintain order and security on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Lessee's identity and inspecting vehicles that enter the premises.

**17. CONFESSION OF JUDGEMENT.** Lessee hereby irrevocably constitutes any attorney or any court of record of this state to enter Lessee's appearance in such court, waive process and service thereof, and confess judgment from time to time, for any amounts which may be due to Lessor, by the terms of this lease, with costs and reasonable attorney's fees, and to waive all errors and right of appeals from said judgment and to file a consent in writing that a proper writ of execution may be used immediately.

**18. ASSIGNMENT.** Lessee may not assign this lease or any rights hereunder, or sublet the self-storage space without the prior written consent of Lessor.

**19. TERMINATION.** This Agreement shall continue from month to month unless Lessee or Lessor delivers to the other party a written notice of its intentions to terminate the agreement at least five (5) days prior to the end of the current rental month. Lessor reserves the right to terminate the Lease immediately upon default by Lessee of any terms of this Agreement. Lessee shall remove all personal property from the space and shall deliver possession of the space to the Lessor no later than the end of the current rental month unless such property is subject to Lessor's lien rights as referenced in this Rental Agreement. If Lessee fails to fully remove its property from the space within the time required, Lessor, at its option, may without further notice or demand, either directly or through legal process, reenter the Lessee's unit and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Lessee abandons space. Lessee shall have abandoned the space if Lessee has removed the contents of the space, and/or has removed Lessee's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for month in which Lessee moves out early shall not be refunded.

**20. WAIVER/ENFORCEABILITY.** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Lessor of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Lessee of the same or any other provision.

**21. WAIVER OF JURY TRIAL.** Lessor and Lessee waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Lessor against Lessee, or Lessee against Lessor on any matter arising out of or in any way connected with this Rental Agreement, Lessee's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

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

**23. LIMITED WARRANTY.** This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of the Lessor are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Lessor's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Lessee. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

**24. LESSEE PRIVACY.** Lessor shall not disclose Lessee information to other persons or companies for marketing purposes other than internal use by Metro Self Storage or one of its affiliates. Lessee information may be disclosed to police and other law enforcement agencies when they are engaged in an official investigation.

**25. MILITARY SERVICE.** IF YOU ARE IN THE MILITARY SERVICE, Lessee must provide written notice to Lessor. Lessor will



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rely on this information to determine applicability of Servicemembers Civil Relief Act.

**26. NOTICES FROM LESSOR.** All notices from Lessor shall be sent by first class mail postage prepaid to Lessee's last known address or to the electronic mail address provided by the Lessee in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Lessee has provided the Lessor with an electronic address, the Lessor may communicate with Lessee and provide Lessee with any written notices authorized or required under this Agreement or by applicable law via electronic mail.**

**27. NOTICES FROM LESSEE.** Lessee represents and warrants that the information Lessee has supplied in the Agreement is true, accurate and correct and Lessee understands that Lessor is relying on Lessee's representations. Lessee agrees to give prompt written notice to Lessor of any change in Lessee's address, any change in the liens and secured interest on Lessee's property in the Space and any removal or addition of property to or out of the Space. Lessee understands he must personally deliver such notice to Lessor or mail the notice by certified mail, return receipt requested, with postage prepaid to Lessor at the address shown on the Agreement or may provide the information on-line to Lessor to the extent Lessor's services include password protected communication between Lessor and Lessee.

**28. ATTORNEY'S FEES.** In the event Lessor obtains services of an attorney to recover any sums due under this agreement, for an unlawful detainer, for the breach of any covenant or conditions of this Agreement or in defense of any demand, claim, or action brought by Lessee, Lessee agrees to pay to Lessor the reasonable costs, expenses, and attorney's fees incurred in such actions.

**29. CHANGES.** All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Lessee. If changed, the Lessee may terminate this Agreement on the effective date of the change by giving Lessor ten (10) days prior written notice to terminate after receiving notice of the change. If the Lessee does not give such notice, the change shall become effective and apply to his occupancy.

**30. FINANCIAL INFORMATION.** Lessor does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Lessee waives and releases any and all claims or actions against Lessor for damages arising from the use of said information by others.

**31. CLIMATE CONTROL.** Lessor may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. Said spaces are maintained depending on outside temperature and humidity. These spaces do not provide constant internal temperature or humidity control. **Lessor does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.** Lessee waives any claim for loss of or damage to stored property from Lessor's failure to regulate the temperature and humidity in the storage space from any cause whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Lessor.

**32. SUCCESSORS.** This rental agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**33. REGULATED MATERIAL.** No person renting a storage space at this facility shall store ammunition or any regulated material as defined by Chapter 15-28-755 of the Chicago Municipal Code.

Regulated materials include but are not limited to corrosive liquids, flammable compressed gas, hazardous chemicals, highly toxic material, oxidizing materials, potentially explosive chemicals, or radioactive and flammable liquids. Lessee understands and agrees not to store any prohibited items in the storage space. Any person who violates this provision may be subject to a fine.

**34. STORAGE OF MOTOR VEHICLES.** In the event that any motor vehicle remains stored in the self-storage space after termination of the rental agreement or upon Lessee's default for 60 days, and in addition to all other rights and remedies available to Lessor, Lessor is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Lessee acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Lessee's expense after termination of the rental agreement or upon Lessee's default. Lessor shall incur no liability to Lessee for causing the vehicle to be removed pursuant to this paragraph.

## 35. RENTAL POLICIES

- a) One Rental Month Minimum.
- b) Rent is due and payable in Lessor's office on or before Monthly Due Date. No statements are sent.
- c) If rent is more than two (2) days delinquent, Lessee will be denied vehicle gate access entry to the facility. The Lessee's self-storage space will be locked or overlocked by Lessor in compliance with state law.
- d) Late fees and administrative charges will be assessed cumulatively. The current amount of such fees and charges are listed below.

	<u>Charges</u>
Administration Fee	\$25.00
Late Fee (at 10 days past due) Recurring each month late	The greater of \$20.00 or 20% of the monthly rent
At 35 days – Lien Notice	\$100.00
Receipt of NSF Check/Uncollected Funds	\$30.00
Unauthorized Use of Dumpsters	\$50.00
Unclean Unit upon Vacate	\$50.00

- e) Refunds less than the monthly rental amount will not be refunded by the Lessor. Lessor does not prorate rent.
- f) Overlock will not be removed, nor will access to the facility be granted, unless all rental, late fees and administrative and other charges are paid current.
- g) Receipt of NSF check will require all future payments by money order, bank check or credit card.
- h) Lessor reserves the right to refuse payment by personal check made either in person or by mail at any time.
- i) All rental payments made by check, money order or traveler's check must contain your self-storage space number. Any and all correspondence should reference your space number to insure prompt and correct handling.
- j) Prepaid rental amounts full rental for months that have not yet commenced at the date Lessee vacates are eligible for refund. Allow 30 days after vacating for receipt of funds.
- k) MOVE-OUT notice forms are available at the office.
- l) When vacating, remove all items including shelving, boxes and trash from the self-storage space. It is Lessee's responsibility to remove all items from the premises. **Use of the site dumpsters is prohibited.**

**36. RULES AND REGULATIONS.** Lessee has read, understands and agrees to the following rules and regulations:

### A. LESSEE RESPONSIBILITY



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1. All property stored is at Lessee's sole risk. Lessor is not responsible for theft or loss damage to property caused by fire, wind, water, rain, storms, tornadoes, explosions, riot, mysterious disappearance, mold, mildew, rodents, insects, civil disturbances, insects, sonic boom, vehicle or any other cause, whatsoever, nor shall Lessor be liable for personal injuries on the premises to Lessee or Lessee's guests/invitees.
2. Any insurance on contents will be provided by Lessee at Lessee's sole discretion and expense.
3. To reduce potential moisture problems, store all goods on pallets.

### B. HOURS OF OPERATION

Store hours and tenant access hours are as posted at the facility and are subject to change from time to time without notice to Lessee.

### C. STORAGE RULES

1. The self-storage space is to be used for the storage of personal property and for no other use.
2. All items left in the self-storage space, hallways or driveway after vacating will be deemed to be of no value to the Lessee and will be discarded by Lessor.
3. Self-Service Storage is Self-Service. Please do not ask the Storage Consultant or staff to assist in loading, unloading or moving.
4. Please help us conserve energy by turning off the lights in your self-storage space and hallway prior to leaving (if applicable).

### D. GROUND RULES

1. Identification

- a. The Lessor is not responsible for acts of persons entering the premises.
  - b. Your cooperation in reporting any suspicious activity will help maintain security consciousness among all Lessees.
  - c. Be prepared to identify yourself and your guests if asked to do so.
2. General – Grounds  
All Lessees and Lessees' guests or agents agree to:
    - a. Observe the 5-mile per hour speed limit on the property.
    - b. Not block driveways.
    - c. Not park unattended vehicles in fire lanes.
    - d. Not park vehicles or leave any other items outside of self-storage space overnight.
    - e. Not work in driveways.
    - f. Not discharge liquids of any kind in the self-storage space, hallways or driveways.
    - g. Not litter hallways, driveways or grounds.
    - h. Not use dumpsters for off-site or other job-related refuse.
    - i. Not leave personal property unattended or unsecured.

**No smoking and no use of alcoholic beverages is permitted on the premises.**

### E. EMERGENCY INSTRUCTIONS

Emergency instructions are posted on the gates.

### F. RULES AND REGULATIONS CHANGES

These Rules and Regulations are subject to change without prior notice.

**Do not sign this agreement until you have read it and fully understand it. Lessee has reviewed all Lessee information printed on this lease agreement and verifies that it is true and correct. This Agreement limits the Lessor's liability for loss of or damage to your stored goods. If you have any questions concerning its legal effect, consult your legal advisor.**

BY EXECUTION OF THIS LEASE, I ACKNOWLEDGE THAT ALL PROPERTY NOT CLAIMED UPON TERMINATION OF THIS LEASE WHETHER BY DEFAULT OR OTHERWISE SHALL BE DEEMED ABANDONED UPON SUCH TERMINATION AND MAY BE DISPOSED OF. I UNDERSTAND THAT LESSOR DOES NOT PROVIDE INSURANCE OVER ANY PERSONAL PROPERTY IN MY SELF-STORAGE SPACE. I UNDERSTAND THAT I MUST HAVE INSURANCE OVER MY STORED GOODS AND SHOULD I FAIL TO PROVIDE EVIDENCE OF SUCH INSURANCE THAT THE LESSOR HAS THE RIGHT TO ENROLL AND CHARGE ME FOR THE CUSTOMER STORAGE INSURANCE THAT IS MADE AVAILABLE FROM THE LESSOR. I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND ALL RULES INCLUDED WITHIN THIS **FIVE (5) PAGE** RENTAL AGREEMENT.

LESSEE

\_\_\_\_\_  
by Metro Storage LLC, managing agent

By: \_\_\_\_\_

By: \_\_\_\_\_



**INSURANCE ELECTION ADDENDUM**

**This addendum is provided per the language in Section 9 of the Rental Agreement**

**INSURANCE ELECTION:** Lessee elects one of the following (**please initial**):

\_\_\_\_\_ I have provided evidence of insurance from my insurance agent or company for my personal property and contents. I agree to keep the insurance in force during the time of my lease.

\_\_\_\_\_ I agree to enroll in SBOA TI (Tenant Insurance).

Lessee agrees and understands that the SBOA TI policy can be cancelled at any time if Lessee provides evidence of third party insurance coverage for its stored property. **Lessee further consents to business communication by Lessor and Insurer via phone, text, e-mail and fax.**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name





TENANT INSURANCE PROGRAM

Facility Operator: \_\_\_\_\_ Facility Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Unit #: \_\_\_\_\_ Facility License: Not Applicable

I WANT TO ENROLL IN THE TENANT INSURANCE PROGRAM FROM HARCO NATIONAL INSURANCE COMPANY, serviced by CORNERSTONE INSURANCE PRODUCERS IN THE AMOUNT OF:

Coverage Limit: \_\_\_\_\_ Regular Monthly Premium: \_\_\_\_\_

Insurance Start Date: \_\_\_\_\_

I understand that the Coverage amount noted is the amount of insurance I have selected. This is a maximum limit. The actual amount paid in the event of loss will be determined by proof of loss documentation. I authorize the Owner to receive the premium and to send it to the insurance company on my behalf. I understand that the Operator of the storage facility, as a limited lines insurance licensee, is authorized to discuss and transact insurance that covers the goods I will store while at the Operator’s facility, and that the Operator may be paid commission or other valuable consideration for their role in the insurance transaction. The Operator is not licensed or qualified to discuss or transact any other type of insurance.

My insurance will start on \_\_\_\_\_ and will be renewed each month until I terminate the insurance or move out. I understand that the Regular Monthly Premium is due each month on or before each monthly renewal date. The premium is fully earned.

I hereby request to enroll in the Tenant Insurance program in the amount listed above. I have voluntarily elected to enroll in the insurance program available through Cornerstone Insurance Producers. I have read and completed this application for insurance provided in the Master Policy written by HARCO NATIONAL INSURANCE COMPANY.

When I have properly completed and signed this application and it is attached to the issued Tenant Insurance Program Certificate my coverage will be in effect. I will become insured effective as of \_\_\_\_\_ for the amount of insurance I have selected and initialed above. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the premium noted above. Failure to pay any premium in full will result in the cancellation, without notice, of my insurance.

ELIGIBILITY: I understand that the opportunity to purchase insurance on property stored within the building is available to all Tenant/Occupants who have entered into a Rental Agreement with the Owner for enclosed storage space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other location. Some property that may be stored in an enclosed unit is excluded from coverage, such as antiques and currency. It is my responsibility to read and understand the Certificate of Insurance and how it may exclude some of my belongings from coverage.

PREMIUM RATES: I understand that I will receive one month’s notice of changes in the premium rates, if any, and the new rate shall be effective on the next insurance renewal date following the month in which advance notice of such change is delivered to me.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AND APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

DATE SIGNED: \_\_\_\_\_

APPLICANT’S SIGNATURE: \_\_\_\_\_

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



**CERTIFICATE OF STORAGE INSURANCE**  
**HARCO NATIONAL INSURANCE COMPANY**  
**TENANT INSURANCE UNDER MASTER POLICY NUMBER:**

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by  
Harco National Insurance Company

**Name of Person or Organization:** \_\_\_\_\_

**Space:** \_\_\_\_\_

**Customer of:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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:

**OWNER**—shall mean the owner, landlord, lessor or operator of the self-storage facility.

**RENTAL AGREEMENT**— means the Rental Agreement executed and in effect between you and the "owner".

**INSURANCE APPLICATION**—means the "Enrollment For Acceptance Of Insurance Under Master Policy Number" form you completed.

**AMOUNT OF INSURANCE**—means the amount of insurance printed on your signed Insurance Application form for coverage.

**PREMIUM** — means the amount shown in the Insurance Application form as premium for your insurance.

**EFFECTIVE DATE:** This insurance attaches on the date shown on the Insurance Application. This insurance shall remain in effect until terminated or cancelled as provided by this certificate.

**PROPERTY INSURED:** 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 space described in the Rental Agreement.

**PERILS INSURED AGAINST:** We cover direct loss to property insured by the following perils, except as otherwise excluded but limited to the amount of insurance.

- |  |   |
|--|---|
| a) Fire or Lightning                               | j) Vandalism or Malicious Mischief  |
| b) Windstorm or Hail                               | k) Falling objects, provided the exterior of the building containing the property is first damaged by falling objects by such falling objects |
| c) Cyclone, Tornado or Hurricane                   | l) Weight of Ice, Snow or Sleet   |
| d) Explosion or Sonic Boom                         | m) Collapse of Buildings containing the property insured, other than by earthquake  |
| e) Strikes, Riot or Civil Commotion                | n) Water Damage except as excluded under Paragraphs (b) and (c) Exclusion   |
| f) Aircraft, Self-propelled Missiles or Spacecraft | o) Earthquake   |
| g) Vehicles  |   |
| h) Smoke   |   |
| i) Landslide, including sinkhole collapse          |   |

**ADDITIONAL COVERAGES:** We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the amount of insurance.

**BURGLARY:** 100% of the amount of insurance coverage for loss by burglary or hold up. The term "Burglary" shall mean the act of stealing property by forcible entry into the storage space described in the Rental Agreement; however, this coverage only applies when such storage space is securely locked at the time of the forcible entry. The mere absence of a lock will not constitute forcible entry.

**DEBRIS REMOVAL:** 20% of the amount of your insurance under the Master Policy to cover the necessary expense incurred in the removal of debris from the property insured following an insured loss.

**TRANSIT:** 100% of the amount of your insurance under the Master Policy for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported while such property is in transit to or from the storage space, provided the property is within 100 miles of the described storage facility.

**EXTRARENTAL SPACE:** 20% of the amount of your insurance under the Master Policy to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage space is prevented as a result of loss or damage to storage facility building by a peril insured against in this policy.

**EXCLUSIONS:** We do not insure:

- a) Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol and explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, moths, insects, rodents, vermin, mold, mildew, wet or dry rot, atmospheric condition and/or changes in temperature, delay, loss of use or loss of market.
- c) Against loss or damage caused by, resulting from, contributing to or aggravated by flood, surface water, waves, tidal water or tidal wave, or over flow of streams or other bodies of water, 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 containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.
- d) Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- e) Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the occurrence of any peril insured against, or when the insured property is endangered by an insured peril.
- f) Loss or damage caused intentionally by the Insured or at the direction of the Insured.
- g) Loss or damage of contraband, or caused by illegal transportation or trade.
- h) Loss or damage resulting from activity in violation of the Lease agreement.
- i) Loss or damage caused by theft or mysterious disappearance, except burglary as covered herein.
- j) Losses caused by nuclear hazards:  
"Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused or any consequence of any of them. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the "Perils Insured Against" clause.  
The insurance evidenced by this policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- k) War risk and governmental action:  
The insurance evidenced by this policy does not apply to loss caused directly or indirectly by or due to any act or condition incident to the following:  
Hostile or war like 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 governmental power, authority or forces.

Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

**DEDUCTIBLE CLAUSE:** There is no deductible applicable to a loss covered under this policy.

**TERMINATION OF INSURANCE:** This insurance shall automatically terminate without notice to you:

On the date your Rental Agreement is terminated;

On the first day the Insured fails to pay the premium in full for this insurance by the Insured's monthly anniversary day, or

As provided in the Cancellation clause shown below.

Premium for the month of termination is fully earned and there shall be no return premium due to the Insured for such month.

**VALUATION:** The value of the property will be determined at the time of loss and will be the least of the following amounts: The actual cash value of that property;

The cost of reasonably restoring that property to the condition immediately before loss; or

The cost of replacing that property of like kind and quality.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to us at site location and to our authorized representative and in case of burglary also to the police. The notice should include: How when and where the loss occurred; The property involved and your interest in it; and The names and addresses of any witnesses.

IF YOU HAVE A LOSS: Write or telephone:

Cornerstone Insurance Producers - TI

Phone#800-792-0345

425 N. Prince St., Suite 101

Lancaster, PA 17603

**CONCEALMENT, MISREPRESENTATION AND FRAUD:** If you commit fraud by intentionally concealing or misrepresenting a material fact concerning The insurance evidenced by this Certificate, Covered property or Your interest in the covered property You will void your insurance under this policy and be subject to prosecution.

**EXAMINATION UNDER OATH:** Before recovering for any loss, if requested, you:

Will permit us to inspect the damaged property before it is disposed of or repaired;

Will send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;

Will agree to examinations under oath at our request;

Will produce others for examination under oath at our request;

Will provide us with all pertinent records needed to prove the loss; and

Will cooperate with us in the investigation or settlement of the loss

**APPRAISAL:** If you and we do not agree as to the amount of loss, then 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 will be binding and set the amount of loss. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the expense of the umpire and the other expenses of the appraisal.

**LOSS PAYMENT/OTHER RECOVERIES:** We will pay or make good any insured loss under the insurance evidenced by this certificate within 30 days after we reach agreement with you, the entry of final judgment or the filing an arbitration award, 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.

**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 to hinder us in our recovery.

**PAIR, SET OR PARTS:**

Pair or Set. In case of loss to any part of a pair or set we may:

Repair or replace any part to restore the pair or set to its valuation before the loss; or

Pay the difference between the valuation of the pair or set before and after the loss.

Parts. In case of loss 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.

**OPTIONAL ARBITRATION:** Except for decisions made under the appraisal condition, in the event you and we fail to agree as to the interpretation or applicability of any of the terms of our Insurance, you may elect to resolve the disagreement by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located or in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This option is granted to you subject to the following terms and conditions:

Any arbitration instituted to determine coverage for a specific loss must be started within one year after the occurrence causing loss or damage. This optional arbitration clause is intended to grant an additional right to you. All other terms and conditions of this contract remain the same, and no rights or duties of yours or ours shall be diminished or negated by reason of this clause or exercise of this option.

**CANCELLATION:** The insurance evidenced by this Certificate may be canceled at any time by you, upon providing advanced notice in writing to us or to your facility management. Facility Management will send notice to your address shown on the Rental Agreement prior to the effective date of cancellation of this certificate. The insurance evidenced by this policy shall automatically terminate in event of non-payment or partial payment of premium as provided above without further notice to you. Premium for the month of cancellation is fully earned and there shall be no return premium due you for such month. If any part of this paragraph is in conflict with specific state requirements the state requirements will apply.

**CHANGES:** This Certificate and the Master Policy contains agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of The Master Policy.

**SB 00 03 06 15**