

<SITE.NAME>

<Site.StreetAddress1>
<Site.City>, <Site.Region> <Site.PostalCode>
Phone: <Site.Phone>
E-Mail: <Site.emailaddress> WebSite: <Site.WebSite>

RENTAL AGREEMENT

NOTICE: THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON THE PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OTHER CHARGES, PRESENT OR FUTURE, AND FOR EXPENSES REASONABLY INCURRED IN ENFORCING THE LIEN. THIS ACTION IS AUTHORIZED BY THE IDAHO SELF-SERVICE STORAGE FACILITY ACT § 55-2301 ET SEQ. THE AMOUNT OF LATE CHARGES ARE LISTED BELOW AND THE CONDITIONS FOR IMPOSING THE LATE FEE (I.E. WILL BE IMPOSED ON ANY RENT EACH MONTH WHEN THE RENT IS FIVE (5) DAYS LATE.)

NOTICE: THE PERSONAL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE LESSEE IS IN DEFAULT.
NOTICE: ALL CORRESPONDENCE SENT FROM THE OPERATOR TO THE LESSEE, INCLUDING ANY NOTICES OF DEFAULT, SHALL BE SENT VIA VERIFIED FIRST CLASS MAIL TO THE LESSEE. ALL OTHER NOTICES NOT RELATED TO A DEFAULT MAY BE SENT BY EMAIL, TEXT, FAX, SOCIAL MEDIA, VERIFIED FIRST CLASS MAIL, OR ANY OTHER METHOD DESCRIBED IN PROVISION 22 OF THE RENTAL AGREEMENT. THE PERSONAL PROPERTY STORED IN A LEASED SPACE WILL NOT BE INSURED UNLESS THE LESSEE OBTAINS INSURANCE ON LESSEE'S PERSONAL PROPERTY.

"TERMS AND CONDITIONS" OF THIS RENTAL AGREEMENT:
NAL PROPERTY.

Agreement Date: <Tenant.LeaseSignDate>
Unit #:
<tenant.unitname> Gate Code check
Lease summary
email
Page 1 of 8

- A) Name: <Tenant.Name> (the "Occupant") Email Address: <tenant.email>
B) Street Address: <Tenant.StreetAddress1> City/State/Zip: <tenant.city> <tenant.region> <tenant.postalcode>
C) Phone No.: <Tenant.HomePhone> Cell Phone: <tenant.mobilephone> Gov. ID:<tenant.driverslicense> State: <tenant.driverslicenseregion>
D) Date of Birth: <Tenant.DOB>
E) Employer: <Tenant.Employer> Address: <Esign.textboxoptional> Work Phone: <Tenant.WorkPhone>
F) Alternate Person to whom Operator can send notices (including Default notices) if Operator cannot reach Lessee (If no one, write "none") Do not list someone who lives at the same address as Lessee:
Name: <tenant.AltName> Address: <Tenant.AltStreetAddress1>
City/State/Zip: <tenant.AltCity>, <tenant.altRegion> <tenant.altpostalcode> Telephone No.: <Tenant.AltPhone>
Cell Phone: <Esign.textboxoptional> Email: <Tenant.AltEmail>
G) Autopay: Occupant has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described in Provision #3 below.
Name on Card: <Esign.textboxoptional> Type of Card: <tenant.creditcardtype>
Credit Card No.: <Tenant.CreditCardNumber> Credit Card Expiration: <tenant.creditcardexpirationdate>
Credit Card Billing Address: <esign.textboxoptional>

Space No.: (the "Space") <Tenant.unitname> Security Deposit: <tenant.SecDeposit>
Approx. Unit Size: <tenant.UnitSize> Administration Fee: <Fee.LeaseAdmin>
Monthly Rent: <Tenant.RentalRateWithTax> Insurance: <Tenant.InsurPremium>

The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Lessee is renting the Leased Space by the entirety of the Space not by the square foot. See Provision 37.

- G) The Idaho Self-Service Storage Act requires Lessee to disclose any lienholders with an interest in the Personal Property that is stored or will be stored in the Facility. If None, Check here <Esign.checkbox> If Liens then provide below:
Lienholder: <Esign.textboxoptional> Address: <Esign.textboxoptional> Lien: <Esign.textboxoptional>
Lienholder: <Esign.textboxoptional> Address: <Esign.textboxoptional> Lien: <Esign.textboxoptional>

NOTICE TO LESEE: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE LESSEE READS IT, FULLY UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS, COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS EIGHT (8) PAGES LONG.

**REMIT MONTHLY PAYMENT AND NOTICES IN WRITING**

**TO: "MAILING ADDRESS"**

1911 Myrtle St.  
Moscow ID 83843

Is Lessee in, or a Spouse/Dependent of, someone in Active Duty military service, including the Reserves, National Guard, Uniformed Services, or employed by NOAA or National Institute of Public Health Service

Yes <Esign.checkbox>; No <Esign.checkbox>

If YES, who: <Esign.textboxoptional>

If YES, Commanding Officer Name: <Esign.textboxoptional>

and Phone No: <Esign.textboxoptional>

**IF LOCATION HAS AN ONSITE OFFICE - REMIT PAYMENT AND NOTICES IN PERSON - "PHYSICAL LOCATION" WHERE PERSONAL PROPERTY IS STORED:**

<Site.StreetAddress1>  
<Site.City>, <Site.Region> <Site.PostalCode>  
<Site.Phone> <Site.EmailAddress>

Titled Vehicle Stored Yes <Esign.checkbox> No <Esign.checkbox>  
(If Yes, Vehicle Addendum or Rental Agreement is required.)

**IF LOCATION DOES NOT HAVE AN ONSITE OFFICE - DO NOT MAKE PAYMENTS OR SUBMIT NOTICES - "PHYSICAL LOCATION" WHERE PERSONAL PROPERTY IS STORED:**

<Site.StreetAddress1>  
<Site.City>, <Site.Region> <Site.PostalCode>  
<Site.Phone> <Site.EmailAddress>

If indicated here <Esign.checkbox> Lessee represents Lessee has sufficient insurance to cover any losses Lessee may suffer by reason of loss or damage to Personal Property stored in the Leased Space. Lessee has confirmed this coverage with Lessee's own insurance agent. If such insurance is dropped or inadequate, Lessee shall assume all risk of loss and be what is commonly known as "Self-Insured". If Lessee purchases the Personal Property insurance coverage from the Facility, Lessee has the right to Opt-Out or cancel the Insurance coverage at any time upon the delivery of proof of other insurance on the Personal Property. Higher level monthly limits are available upon request.

- LESSEE MUST NOTIFY AXESS STORAGE IN WRITING, OF ANY ADDRESS CHANGE (SEE PROVISION 23) AND MUST PROVIDE NOTICE OF INTENT TO VACATE AT LEAST 10 DAYS BEFORE THE END OF THE MONTH.
- RENT IS DUE ON THE FIRST OF EACH MONTH

**RENTAL AGREEMENT "PROVISIONS"**

**1. Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-service storage space (the "Leased Space") from Axess Property Management, LLC, an Idaho Limited Liability Company, (hereinafter "Operator"), d.b.a. Axess Storage (the "Facility") shall be on a month-to-month basis and shall automatically renew for successive one month periods on the First Day of each month hereafter unless terminated, as provided for in Provisions 6, 22, or 23. Operator may increase Rent or other fees and charges for the Leased Space with Thirty (30) days advance written notice to Lessee. **A One (1) full calendar month minimum rental is required. Rent is non-refundable.**

**2. Rent is Due on the First Day of Each Month:** Monthly Rent in the amount stated above in the Terms and Conditions and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, disposal, damages to the Leased Space or Facility, and other unpaid fees or charges (collectively "Rent"), shall be payable monthly to Operator in advance, without demand or notice, on the First Day of each month during the Term of this Rental Agreement and any extensions or renewals. If this Rental Agreement is executed on a date other than the First Day of the month, then Lessee has paid prorated Rent for the balance of the month and if the Rental Agreement is executed after the Twentieth (20th) of the month, Lessee has also paid one full month of Rent in advance ("Initial Term"). These sums will be reflected on the receipt issued to Lessee. The first renewal of this Rental Agreement is the day after the date stated in the Terms and Conditions as "Rent Paid through:" The total paid at signing will be reflected on Lessee's receipt. All extensions and renewals, along with the Initial Term are collectively the "Term". Lessee agrees to pay Rent: in person at the Physical Location Address, if the location has an office; by mail to the Mailing Address; via the payment box at the Facility office "Drop Slot", if the Facility has an office (locations without an office may use the Drop Slot at a location with a Drop Slot); via Owner's Automated Attendant "Kiosk" ( Moscow Location Only); or with a credit/debit card which may be used in the following ways: in person at the Facility Address, if the location has an office; by Operator's secure website [www.axess-storage.com](http://www.axess-storage.com); by the Kiosk (Moscow Location); or by advance written authorization. (Notice: access to pay by Operator's website and Kiosk are disabled if Lessee is Forty Five (45) days late. Lessee shall not mail cash to the Office or put cash or change of address in the Drop Slot.) It is expressly agreed that Operator does not mail monthly invoices. Invoices can be emailed at no charge. Lessee shall not fail to pay Rent because Lessee does not receive an invoice. All payments received will be applied first to fees and charges due and owing, then to the oldest outstanding Rent obligation. Any Rent payment made by the internet or Kiosk must be in the full amount due at the time of payment. If less than full payment is made over the internet or Kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to Lessee at Lessee's last known address, even if Lessee obtains a receipt from the Kiosk or internet site. No personal checks shall be accepted once Lessee is Thirty (30) days late. Operator shall also require payments of Rent to be in the form of money order or cashier's check in the event Lessee has any payment due Operator returned for any reason, including insufficient funds, or credit/debit card charge back, and Operator refuses all checks if Lessee has had One (1) check returned for at any time for any reason. All delinquencies more than Forty Five (45) days late, must be cured by cashier's check, money order, or certified check. No payments of any kind can be made within Seventy-Two (72) hours of a lien sale unless said payment is made directly in hand, to the Operator's Representative, at a location with an Office, by certified check, cashier's check or money order only.

**3. Credit/Debit Card/ACH Authorization for Payment of Rent and Other Charges:** By providing credit/debit card or banking information, Lessee has authorized Operator to automatically charge Rent to the credit/debit card referenced in Term "G" of the Terms and Conditions of the Rental Agreement (which is owned by the Lessee or upon which Lessee has authority to charge) or alternatively Lessee has authorized payment by ACH deduction from the account listed in Term "H" of the Terms and Conditions on the First day of the month, or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions as Rent and Additional Rent for each month Lessee continues to occupy the Leased Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Lessee. In any circumstance, in the event Lessee terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due, Operator may charge the credit/debit card or ACH account listed, any sum due and owing upon termination including, but not exclusively, damages to the Leased Space or Facility, any Default charges, clean up charges, and disposal charges. The authorization to charge Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge authorization or the termination of the Rental Agreement. Providing a credit/debit card to Operator at any time constitutes permission to charge the card for any charges at any time. No credit/debit card payments are accepted under any circumstance once Lessee is Forty Five (45) days late. It is Lessee's responsibility to notify Operator of any new or updated account information if the bank account or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Lessee shall be charged late fees and other Default charges if the credit/debit card payment/ACH transfer is not approved by Lessee's bank/credit/debit card provider.

**4. Security Deposit:** Operator acknowledges receipt of the Security Deposit, if any, as specified above, in the Terms and Conditions of the Rental Agreement, which shall secure Lessee's performance of all terms of this Rental Agreement. Lessee agrees that Operator need not segregate the Security Deposit from other funds and that no interest will be due Lessee for the period during which the Security Deposit is held. The Security Deposit shall be returned to Lessee within Thirty (30) days of termination, if Lessee gives proper notice as described in Provisions 6 and 23, less all charges for cleaning, repairing or otherwise preparing the Leased Space for rental to others. Operator may also deduct from the Security Deposit any unpaid Rent, damages to the Leased Space or Facility, charges, costs, or expenses due to Operator.

**5. Administration Fee:** Contemporaneously with the execution of the Rental Agreement Lessee has paid to Operator a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances

**6. Termination:** Lessee may terminate this Rental Agreement at any time if all Rent and charges are paid in full (through the end of the month) and Lessee notifies Operator of Lessee's intent to vacate at least Ten (10) days before the end of the Term. Lessee is not entitled to any partial month credit if Lessee vacates before the end of the Term. Operator may terminate this Rental Agreement by giving Lessee Thirty (30) days written notice prior to the end of the Term. Operator may give shorter termination notice for illegal activity by Lessee, or Lessee's guests at the Facility, or if Lessee's Leased Space becomes infested, or if Lessee is residing in the Leased Space. No refunds of partial months are made if Lessee vacates the Leased Space before the end of the month. The Leased Space shall be left broom clean, free of trash, Lessee shall remove all Personal Property (or Rent will continue to accrue), and the Lessee's lock must be removed. Lessee shall fully vacate by the date stated in Lessee's or Operator's Notice. Operator charges and Lessee is responsible for a Forty Dollar (\$40.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Operator must remove Personal Property and/or clean the Leased Space.

**7. Other Charges and Fees:** Lessee is in Default if Rent is not paid by the First of each month, and any Rent accepted thereafter shall be at the sole discretion of the Operator. If Lessee is in Default, the following fees shall be charged:

**Default Fees**

Overlock Leased Space (9 <sup>th</sup> day late)	\$ 15.00
Late Fee (on the 19 <sup>th</sup> day after Rent is due) <u>each month</u>	\$ 20.00 or 20% of Rent then Due, whichever is greater
Outsource Late and Lien Notices	\$ 15.00
Lock Cut & Inspection/Photographs	\$ 50.00
Written Notice of Default Charge	\$ 10.00
Advertising Fee	Actual Cost
Sale Fee	10% of Lien Sale proceeds
Lien Sale Cancellation Fee	\$ 20.00
Towing of Vehicle in Lieu of Sale	\$200.00

**Other Charges and Fees:**

NSF/Returned Check Fee/Credit Card declined or disputed	\$ 30.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$ 120.00 per hour + disposal fees
Lock Cut (at Lessee's request)	\$ 25.00 Lewiston Location/\$ 50.00 All Other Locations
Eviction Notice/Filing Fee in Lieu of Sale	\$ 250.00 + court costs
Operator's Employee After Hours Response Fee	\$ 50.00 - Cash

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Physical Address, if the location has an office, or Mailing address is used, not the postmark date. All payments of Rent are considered received on the first business day (before 5:00 PM) when physically received, not when the Rent payment is processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid within Five (5) days of when due the Lessee shall be considered to be in Default and Operator may begin enforcement of Operator's lien against Lessee's Personal Property. Additionally, Operator may outsource the preparation and sending of late and lien notices in the event of Lessee Default. In such instances, a lien notice outsourcing fee listed above shall be imposed on the date the First late notice is sent. Lessee shall pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Operator, Operator's collection of any amount owed by the Lessee, including any outside collection fees or costs incurred; or the exercise of any remedy by Operator upon a Default by Lessee (including the sale or other disposition of Lessee's Personal Property) as permitted under this Rental Agreement or by law. Lessee shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Operator's rights or Lessee's responsibilities under this Rental Agreement. Lessee shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Operator's rights or Lessee's responsibilities under this Rental Agreement.

**8. Use of the Leased Space and Prohibited Storage:** Operator is not a warehouseman engaged in the business of storing goods for hire. Operator shall have no obligation to exercise any care, custody or control over Lessee's Personal Property. **No bailment of Personal Property by Operator is intended or implied by this Rental Agreement.** The Leased Space shall be used and occupied only for the storing of Personal Property owned by Lessee. Lessee shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Lessee. The Leased Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Lessee shall not store Cash, Cash Equivalencies, and Negotiable Instruments or any other items that can be converted to money. Lessee waives any claim for emotional or sentimental attachment to Lessee's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Lessee shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Lessee shall not make any additions or modification to the Space and shall not drill into or attach anything to the walls, floor or ceiling of the Leased Space and shall not commit waste in the Leased Space. Firearms and ammunition are prohibited in the Leased Space or at the Facility. Contraband of any kind is prohibited in the Space or at the Facility. Marijuana may not be used, stored or grown, even if Lessee has a prescription to use or permit to grow or sell marijuana. No storage or consumption of alcohol in the Leased Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Leased Space. The Leased Space is to be used only for storage of Personal Property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of Property.

Lessee shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Lessee shall not use the Leased Space for the use or storage of any food (without Operator's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a foul odor when exposed to moisture or are damaged by moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Lessee shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. Lessee shall not use the Leased Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Leased Space and in such case Lessee shall store the Personal Property with less than 1/8 tank of fuel in the tank and a drip pan or absorbent pad designed to absorb petroleum products under said item to retain any leaking fluids. No propane or empty propane canisters may be stored in the Leased Space. No fuel canisters shall be stored in the Leased Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Operator for any "titled" vehicle stored in the Leased Space.** Lessee shall not live or sleep in the Leased Space or Facility, nor shall animals be permitted to be stored in the Leased Space or Facility. Lessee shall not use the Leased Space or Facility for the purpose of establishing or assigning a legal address in order to obtain an occupation license or other governmental permit, or business license, nor as a legal address for residential purposes.

Lessee shall further, not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

**9. Limitation on Value of Personal Property:** Lessee agrees not to store Personal Property in the Leased Space with a total value in excess of Two Thousand Dollars (\$2,000.00) the "Value Limit" without the prior written permission of the Operator. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed the Value Limit. By this Rental Agreement, Operator is generally not liable for the loss of Lessee's Personal Property. In the event any competent court of law adjudicates Operator liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Lessee's Personal Property has any value whatsoever. Higher value limits may be available from Operator for additional consideration if so requested by Lessee in writing to Operator within a reasonable period of time after the commencement of the Rental Agreement, see Operator for details.

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Personal Property stored, in no event will Operator or Operator's agents be liable to Lessee or Lessee's agents for an amount in excess of the Value Limit, for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Operator or Operator's agents. Lessee will not sue Operator or Operator's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Lessee complies with the requirements of Provisions 7 and 8, Operator does not concern itself with the type, quantity, or quality of the Personal Property stored.

**10. Damages:** Lessee shall be responsible to Operator for the costs of repair, clean-up, and replacement for any damages caused as a result of Lessee's storage in the Leased Space, use of the Leased Space, or use of the common areas of the Facility including damage to other Lessee's Personal Property or other Lessee's vehicles. In the event Operator invoices Lessee for any charges for repairs, clean-up, replacement, or other damages suffered, Lessee shall pay the invoice within Ten (10) days or it shall become Additional Rent due and payable with the next month's Rent. The failure to pay such invoice represents a Default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.

**11. Insurance and Security Type Systems:** Lessee agrees, at Lessee's sole expense, to maintain insurance on all Personal Property stored in the Leased Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism, and malicious mischief. Lessee shall provide Operator with proof of a policy meeting these criteria or Lessee shall be enrolled in an insurance plan selected by Operator at the Two Thousand Dollar (\$2,000) level of coverage and the premium shall be paid with Rent. Higher level monthly limits of insurance offered by Operator are available upon request. Lessee may terminate the policy sold through the Facility by obtaining a policy meeting the Operator's requirements and providing a copy to Operator. Lessee has the right to opt-out or cancel the Personal Property Insurance at any time upon the delivery of proof of other sufficient insurance on the Personal Property. However, after the Initial Term the opt-out will apply at the end of each Term. Lessee's failure to provide or maintain such insurance shall represent an event of Default and is grounds for immediate termination of the Lessee's right of tenancy and further shall mean that Lessee shall assume all risk of loss or damage to Personal Property while stored in the Leased Space. Operator does not carry any insurance which would protect Lessee's Personal Property from loss or damage, even if Operator failed to enroll Lessee in a contents policy. Operator employs certain measures to protect Operator's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator's aforementioned liability for any type of loss incurred by Lessee and shall in no way release Lessee from Lessee's obligation of insuring Lessee's Personal Property. These Security Type Systems may include lighting, coded access gate, fences, perimeter fence alarm, and cameras. Lessee acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be recorded at all times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Personal Property or the Lessee when using the Leased Space.

**12. Access:** Lessee's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Operator, including, but not limited to, requiring identification from Lessee, limiting hours of operation, or requiring Lessee to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance even if the Facility does not have a gate that is closed during all business hours. These denials of access shall not represent an Event of Default by Operator or the Facility. Operator may change the regular times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility or the Facility Office, or Operator's website, or mailed to Lessee. In the event of an emergency or catastrophe at or around the Facility, Operator may require Lessee enter only when escorted by Operator's employees or agents or Operator may deny access to the Leased Space and Facility. Operator shall not be liable for Lessee's inability to enter the Facility or Leased Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Lessee.

**13. Temperature Control:** Operator does not represent that the Leased Space is temperature controlled and does not warrant or represent that a minimum or maximum temperature will be maintained at any time during the term.

**14. Humidity in the Leased Space:** Operator does not represent that the Leased Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term.

**15. Mold:** Lessee understands that there is a risk of the growth of mold and/or mildew on Lessee's Personal Property in any Leased Space rented. Operator does not warrant the Leased Space to be water-tight or dry. Operator shall not be liable and is hereby released from liability for mold on Lessee's Personal Property from whatever source and no matter how it occurs. Lessee shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Lessee's Personal Property. To help avoid mold, Operator recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Lessee understands that any Personal Property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Leased Space. Lessee shall periodically inspect the Leased Space and the Personal Property and take any and all actions necessary to protect Lessee's Personal Property from mold/mildew.

**16. Locked Leased Space; Storage Lessee's Risk; Abandonment:** Lessee is required to keep the Leased Space locked using a lock deemed by Lessee to be suitable for the function of self-service storage. Operator strongly recommends the use of a disc style lock and sells disc locks if the Facility has an onsite office. Lessee shall lock the Leased Space at all times except when accessing the Leased Space. Operator does not maintain a key to any lock used by Lessee. Lessee shall not use any hasp or sliding device for an additional lock, the second hasp, if any, is reserved for Operator's use. Any additional lock on the Leased Space shall be removed and Operator shall charge a Twenty Five (\$25.00) Dollar lock removal charge at a location that has an onsite office and a Fifty (\$50.00) Dollar charge for a location that does not have an onsite office. If a lock is removed as a result of a Default by Lessee, or if Operator finds an occupied Leased Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed or in Emergency or non-Emergency entry, or for any other reason described in this Rental Agreement, Operator will notify Lessee, and Operator may, but is not required to, lock the Leased Space with Operator's lock at Lessee's expense. If Operator chooses to re-secure the Leased Space, and Lessee does not replace the lock, then after Five (5) days, Operator shall put a new lock on the Leased Space and charge Lessee's account. The keys will be mailed to Lessee's last known address. All Personal Property stored by Lessee within the Leased Space shall be at Lessee's sole risk. **If the Leased Space is not locked, Lessee is delinquent in Rent, and Operator determines the items contained in the Leased Space have no marketable value (under \$100.00) Operator may consider the Leased Space abandoned and dispose or sell any or all Personal Property in the Leased Space.**

**17. Release of Liability:** Lessee releases Operator, Operator's employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Operator, Operator's employees, or agents.

Lessee further releases Operator, Operator's employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Lessee and Lessee's family or invitees arising out of Lessee's use of the Leased Space and Facility.

Lessee understands that this Release of Operator's liability is a bargained for condition of this Rental Agreement and Operator's consent to enter into this Rental Agreement, and that if Operator were not released from the liability as set forth in Provisions 17 and 18, a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement.

**18. Indemnification; Subrogation:** Lessee agrees to have Lessee's insurer waive any right of subrogation of any claim of Lessee against Operator, Operator's employees, or agents. Lessee agrees to indemnify, defend and hold Operator harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Lessee's Personal Property however occurring, or arising out of or related to the use of the Leased Space and Facility by Lessee, Lessee's invitees, and guests, or to any breach of this Rental Agreement by Lessee, Lessee's invitees, or guests. Lessee shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision #18. Lessee's obligation to indemnify Operator specifically applies to any violation by Lessee of the Operator's environmental conditions and restrictions resulting in damages caused by Lessee, Lessee's invitees or guests, regardless of any negligence on the part of Lessee.

**19. Operator May Enter:** Operator, Operator's employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Lessee's lock and enter the Leased Space, without notice to Lessee, to take such action as may be necessary to preserve Operator's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Operator's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Operator shall further have the right, on a non-emergency basis, to remove Lessee's lock and enter the Leased Space with reasonable notice to Lessee to make any repairs, replacements, other desirable improvements or conduct any inspections of Operator's Personal Property (the "Work"). Operator will endeavor to give a minimum of three days notice to Lessee of the Work and, if Lessee is available, will schedule an appointment with Lessee to remove Lessee's lock to allow the Work. If Lessee is unavailable or unable to provide Operator access, Operator may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 16. Lessee is notified that Operator complies with all search warrants and subpoenas for Lessee information.

**20. Responsibility to Inspect the Leased Space:** Lessee shall immediately notify Operator should Lessee become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Lessee's Leased Space or emanating spreading from or through any other the Leased Space. Upon receipt of such notification, or should Operator become aware of such conditions, Operator may, notwithstanding anything to the contrary to this Agreement, enter Lessee's Leased Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Lessee's use of the Leased Space or from a breach by Lessee of the terms of this Agreement, all costs and expenses incurred by Operator in addressing such conditions shall be paid by Lessee on demand and if not paid, shall become Additional Rent. Further, Lessee has inspected the Leased Space and this Rental Agreement and agrees that the Leased Space number provided on the Rental Agreement matches the Leased Space number on the door or wall of the Leased Space rented and inspected by Lessee.

**21. Operator's Lien:** Pursuant to Idaho Revised Code 55.2301 et seq., the Operator of a Self-Service Storage Facility has a lien on the Personal Property stored within each Leased Space for rent, labor or other charges, present or future and or expenses reasonably incurred in enforcing the lien.

Explanation: The Lessee's Property may be sold or otherwise disposed of if Lessee Defaults in any of Lessee's obligations, particularly the obligation to pay Rent and other charges on time and in full; under this Rental Agreement.

**22. Defaults; Operator Remedies:** If Lessee breaches any term or condition of this Rental Agreement (a "Default"), Operator in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Lessee fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Operator for cause, Operator may: (i) deactivate the gate access, if applicable; (ii) overlock or otherwise place a device to prevent Lessee's access to the Leased Space, once Lessee is Five (5) days late, and the placement of Operator's overlock or other deactivation device, along with any written notice sent to Lessee, shall serve as constructive notice that Operator has not received Rent from Lessee for the current term; (iii) remove Lessee's lock and access the Leased Space; however, Rent and other charges shall continue to accrue after overlock or lock removal until the Leased Space is sold or Lessee cures the Default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (v) sell or dispose of the Personal Property in the Leased Space as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Lessee. The act of overlocking/denying access or removing Lessee's lock shall not constitute an election of a remedy by Operator, and shall not constitute Operator taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Lessee is in Default and is overlocked or if the lock is cut and replaced with Operator's lock, Operator is not required to remove the overlock or take off Operator's lock (after lock cut) until up to Three (3) business days after payment has been made in full. Lessee may pay for a faster overlock removal if it is necessary, for a fee to be paid upon request. Operator reserves the right not to remove Operator's replacement lock until Lessee is present and replaces the lock with Lessee's own new lock, or Operator in Operator's sole discretion can remove Operator's lock leaving the Leased Space unlocked. In any case Operator shall not be liable to Lessee for any damages Lessee suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Operator's lock or overlock. In the event of Default, Lessee forfeits any concessions received and rent for the Leased Space shall automatically increase to the current market rate.

All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

**23. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Operator to Lessee shall be mailed by first class U.S. mail, postage pre-paid, to Lessee's last known address, or e-mailed to the e-mail address provided by Lessee in the Terms and Conditions and shall be conclusively presumed to have been received by Lessee Three (3) business days after mailing, or upon emailing. All notices from Lessee to Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the Office Mailing Address listed on the first page of this Rental Agreement. Lessee is responsible for notifying Operator in writing, **via certified mail return receipt requested or any other recognized overnight carrier with signature confirmation to the Company's Mailing Address; or via Operator's Secure Website; or in person at the Facility Address or to the nearest location with an office if the physical address does not have an office; on a form prescribed by Operator, of any change in Lessee's address or of intent to vacate at the end of the term.**

**24. Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.

**25. Assignment and Subletting:** Lessee may not assign Lessee's rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Operator. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**26. Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Idaho without regard to its conflict of laws provisions. Operator and Lessee agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Operator and Lessee further agree that the Federal or State courts in the County in Idaho where the Physical location of the Facility is located shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

**27. Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Lessee and Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.

**28. Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.

**29. Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Lessee pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Operator and Lessee agree as follows: with the exception of non-payment of Lessee's Rent and Operator's right to conduct a lien sale, declare an abandonment, tow any vehicle stored; evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Excluded Claims"); between or involving Operator and Lessee, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Lessee located within 15 miles of the Facility. In the mediation, Operator and Lessee shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Operator and Lessee may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Lessee. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

- 30. Agreement to Arbitrate:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any Claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Facility and the Facility's management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Lessee and Operator.
- 31. Class Action Waiver:** Except for any Excluded Claims, any dispute, Claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Lessee and Operator, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Operator's and/or Lessee individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as "Class Action"). Operator and Lessee expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Operator and Lessee. With respect to any such Claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar Claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Operator and/or Lessee and solely in each of the respective individual capacities of Operator and Lessee. Any Claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Operator and Lessee each understand and Operator and Lessee each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all Claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may be a party to a Class Action
- 32. Operator's Employees:** In the event Lessee requests any of Operator's employees to perform any services for Lessee, it shall be done at Lessee's own risk as Lessee's agent, regardless of whether payment is made for said service(s). Lessee agrees to release, hold harmless and indemnify Operator for any loss, charge or injury Lessee may suffer related to the use of Operator's employees. Lessee further agrees that Lessee's interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.
- 33. Warranty of Information:** Lessee warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.
- 34. Lessee's Acceptance of the Leased Space "AS IS":** Lessee inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Lessee rents such Leased Space and **accepts the same "as is."** Operator makes no express warranties. Operator disclaims and Lessee waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Lessee acknowledges that Operator's Agents have no authority to make warranties, express or implied.
- 35. Pest Control:** Lessee is advised that Operator may use chemicals at the Facility including around the Leased Space, for pest control. For this reason, no pets are allowed. Lessee is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Leased Space. Lessee is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Lessee deems necessary to protect Lessee's Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Operator, if at all, is in common areas other than the Leased Space.
- 36. Permission to Call, Fax, Use Social Media, Text and/or E-Mail:** : Lessee recognizes Operator and Lessee are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Operator from contacting Lessee by phone, fax, text, social media, or e-mail, Lessee hereby consents to Operator phoning, faxing, contacting via Social Media, texting, and e-mailing Lessee and that these communications are related to the business relationship. Lessee further gives Operator permission to send text messages to Lessee's provided cell phone number for the purposes of notifying Lessee of conditions involving the Facility or Leased Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Lessee is responsible for all charges associated with these text messages. Further, Lessee consents to Operator sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Lessee agrees to keep a current email address of record with the Operator and to notify Operator of any change in Lessee's email address.
- 37. The Leased Space:** By signing this Agreement Lessee acknowledges that neither Operator, nor any employee of Operator or any other person acting on Operator's behalf, has made any representation to Lessee as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Lessee acknowledges and agrees to the following: (a) that, prior to signing, Lessee was given the opportunity to measure the dimensions of the Leased Space; (b) that Lessee is satisfied therewith, whether or not Lessee measured the Leased Space; (c) that Lessee agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Lessee hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Lessee believed existed at the time Lessee signed this Agreement; and (e) that Lessee hereby fully, and forever, Release and Discharge Operator from any, and all liability for damages, and all other types of relief, to which Lessee otherwise would have had the right to obtain but for Lessee's having agreed to the provisions of this Paragraph and the Waiver and Release contained herein.

**38. Snow Removal:** Operator, in the event of snow, only clears the common drives and parking lots, any snow or ice in front of the Leased Space is Lessee's responsibility to remove. Operator does not plow unless the snowfall is at least Three (3) inches. Lessee is advised that by clearing snow or ice, Operator may create un-natural accumulations of snow or ice (such as piles of snow off the side of a snow plow), which are slippery and which Lessee must clear or step over to access the Leased Space. Further, Operator does not begin plowing operations until the snow fall has ended. Operator does not warrant at any time that all snow and ice will be removed or completely clear. During snowfalls, if conditions are not deemed safe by Operator to allow Lessee on to the Facility, such access will be denied. The Operator plows drive aisles at the Facility to within no less than 20 inches from the door to the Leased Space or the access door to the building containing the Leased Space. Lessee understands that the act of plowing will result in additional snow being placed within the area between the plowing site and the door to the Leased Space and that it is Lessee's responsibility to either safely remove the snow or ice between the plowed area of the drive aisle and the Leased Space, and to use extreme caution when crossing over the untreated area of the drive aisle between the plowing area and the door to the Leased Space, even if unnatural accumulations of snow or ice are placed in such area.

**39. Carts and Dollies:** Hand Dollies and Carts ("Cart") are provided for the convenience of the Lessee and are only available when the office is open. Lessee must surrender a State issued identification card to Operator as security to insure return of the Cart. Lessee agrees to properly use the Cart in the manner for which they were intended, including but not exclusively, loading no more than 600 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 2 feet total. Carts are provided to Lessee solely as a courtesy, and may be out of order or Cart service may be Terminated at any time without said Termination representing a Default under the Rental Agreement. As such, Carts are used solely at Lessee's own risk. Lessee releases, holds harmless, and agrees to indemnify Operator from any damage Lessee may suffer as a result of the use of the Cart and/or for personal injury Lessee suffers as a result of use or misuse of the Cart whether or not Lessee's actions were negligent in the use of the Cart.

**40. Loitering:** The purpose of this Rental Agreement is for renting Leased Space for the storage of Personal Property. It is agreed that in general there is no reason for Lessee to be at the Facility or in the Leased Space at any time for more than Three (3) consecutive hours. If Lessee, Lessee's guests, or invitees are in the Leased Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.

**41. Trash Disposal:** Remove all trash from the Facility. Do not leave or dispose of any property at the Facility.

**42. Rules and Regulation:** The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with Ten (10) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Lessee s and are made for the appropriate and efficient operation of the Facility.

**43. Exclusion of all Warranties:** The agents and employees of Operator are not authorized to make warranties about the Leased Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OPERATOR'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Lessee and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Leased Space and the Facility, and that Lessee accepts such Leased Space and access to the Facility AS IS AND WITH ALL FAULTS.

The undersigned hereby acknowledges that Lessee has read and understands this Rental Agreement in its entirety (eight pages) and agree(s) to be bound by its terms and conditions.

If this Rental Agreement is executed by the Lessee via a computer generated acknowledgment service, ("Electronic Signature") then Lessee agrees that: Lessee has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Lessee's Electronic Signature to this Rental Agreement by checking the box below and any Addendum, including initials on any provision, if applicable, this Electronic Signature shall bind Lessee and be of the same quality as if Lessee had signed or initialed the documents in person, in the presence of a Facility employee. <Esign.checkbox>

<b>"OPERATOR"</b>	<b>"LESSEE"</b>
Axess Property Management, LLC d.b.a. <Site.Name>	Signature: <Esign.Signature1>
Employee Name: <Employee.Name>	Name (print): <Tenant.Name>
Date Signed: <Tenant.LeaseSignDate>	Date Signed: < Tenant.LeaseSignDate>

**I HAVE READ ALL EIGHT (8) PAGES OF THIS RENTAL AGREEMENT**