

# STORAGE RENTAL AGREEMENT



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**Facility Information:**

Premier Storage, LLC  
1505 and 1601 E. Springhill Dr.  
Terre Haute, IN 47802

**Pay your bill at [www.PremierStorageTH.com](http://www.PremierStorageTH.com) or call 812.299.1919**

**Occupant Name:****Address:****City, State, Zip:****Phone:**

Home:

Cell:

**Identification:****EMAIL:**

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**Alternate Name:****Alternate Address:****City, State, Zip:****Phone:**

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**Rental Agreement Date:****SPACE NUMBER:****GATE CODE: #****Approx. Size:****Monthly Rent:****Monthly Rent Due Date:** On or before the 1<sup>st</sup> of each month.

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**Occupant or Occupant's spouse:** Is is not an active service member in the military.**Military Addendum Required:****Others Authorized for Access:****Declared Value of Property stored:****Description of contents stored or to be stored:**

**THIS RENTAL AGREEMENT**, (hereinafter referred to as "Agreement"), is made and entered into as of the above set forth date (the "Rental Agreement Date"), by and between Premier Storage LLC, the Owner, (hereinafter referred to as the "Owner") and Occupant identified above, (hereinafter referred to as the "Occupant") (collectively "Parties"), whose last known address is set forth above. For the consideration provided in this Agreement, the Occupant agrees to rent from the Owner, and the Owner agrees to let the Occupant use and occupy the storage unit at the space number listed above (hereinafter referred to as the "Space") in the self-service storage facility known as Premier Storage, located in Terre Haute, IN (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the self-service storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and conditions, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

- RENT.** The agreed monthly rent shall be (**hereinafter referred to as the "Rent"**). Rent shall be paid, in advance, without demand, on day 1 of each month. NO MONTHLY BILLS OR STATEMENT WILL BE SENT TO OCCUPANT. **MINIMUM RENTAL PERIOD IS ONE MONTH. THERE IS NO PRO-RATING OF RENTAL AMOUNTS EXCEPT FOR MOVE-IN.** Occupant further agrees to immediately pay any additional fees and charges that may become due. A schedule of fees and charges are detailed in paragraph four (4). If any Rent is not paid on or before the Due Date, or if any payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property. **Owner accepts ACH withdrawal and credit cards only. Cash, checks, and money orders ARE NOT ACCEPTED.**
- TERM.** This Agreement shall be for a month-to-month term commencing on the Rental Agreement Date listed above and continuing to the last day of each month until termination. (hereinafter referred to as the "Term").
- ACCESS.** Owner may (but shall be under no obligation to) provide automatic access doors, elevators, or electronic entry devices. Notwithstanding installation of such devices, Owner shall in no event be liable for any damages or injury caused by Occupant's inability to move between floors or an elevator or to gain access to, or exit from the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. If Rent is Five (5) days past Due Date, Owner may, without notice, deny the Occupant access to the Space located in the Property. Except per signed court order, Owner shall deny access to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Owner may condition Occupant's access to the Space and Property in any manner deemed reasonably necessary by Owner to maintain order on the Property. Such manners may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the premises. Additionally, when Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

4. **FEES.**

**Fee Schedule:**

**Administration Fee: \$30.00**

**Lien Fee: \$100.00**

**Transfer Fee: \$30.00**

**DaVinci Lock Fee: \$15.00**

**Late Fee: \$20.00**

**Auction Cancellation Fee: \$20.00**

**Invoice Fee: \$2.00**

**Missing/Improper Lock Fee: \$25.00**

**NSF Fee: \$35.00**

**Lock Cut Fee: \$30.00**

**24/7 Access Fee: \$25.00**

**Fee Details:**

Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable **Administration Fee** of **\$30.00** per Space rented. Owner shall have no obligation of sending a monthly invoice to Occupant. Occupant acknowledges that late payment of Rent shall cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any Rent is received after **FIVE (5)** days from the Due Date, Occupant shall pay to Owner an additional **Late Fee** sum of **\$20.00** as a late fee for each Space each month Rent is past due, such amount being considered liquidated damages. Late fees will be assessed monthly and shall accumulate on each month's payment that is past due. The Parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner shall incur by reason of late payment by Occupant. Owner shall not waive any rights under the law for non-payment of Rent. Said late charges are due and payable by Occupant without demand from Owner. If any ACH transaction is dishonored for any reason, or if a credit card is charged back, Occupant shall pay said late charges in addition to an **NSF Fee** charge of **\$35.00**. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a **Lien Fee** of **\$100.00** before the scheduled auction. The Occupant shall pay all costs of collection, which includes collection agency fees and court costs. If Occupant pays account balance in full before Auction ends, Occupant shall pay an **Auction Cancellation Fee** of **\$20.00**. If Occupant's lock must be cut, Occupant shall pay for a **Lock Cut Fee** of **\$30.00**. If Occupant transfers to another Space, Occupant shall pay a **Transfer Fee** of **\$30.00**. If Occupant requires a mailed invoice, Occupant shall pay an **Invoice Fee** of **\$2.00** per month per Space. If Occupant requires 24/7 access to their Space, Occupant shall pay a **24/7 Access Fee** of **\$25.00** per month, subject to manager approval and may apply per each unit. If Occupant fails to return DaVinci lock to the appropriate dropbox within same month that Occupant paid account in full and lock was released, Occupant shall pay a **DaVinci Lock Fee** of **\$15.00**. If Occupant loses

Occupant's lock or has the Space locked improperly, Occupant shall pay a **Missing/Improper Lock** fee of **\$25.00**. Other fees charged to Occupant may be contained in Addendums to this Agreement. See Paragraph 38 for complete listing of fees in the Fee Schedule.

5. **OWNER'S RIGHT TO ENTER.** In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees Owner, or the Owner's representative, shall have the right without notice to enter into the Space and to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.
6. **USE OF SPACE; COMPLIANCE WITH LAW.** The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of the Property.** The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. **The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable item having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's 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 this 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 Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner 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 Occupant, whether incurred during or after the Agreement term. Occupant 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 Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees arising from the Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property.
7. **NO VEHICLE STORAGE.** Occupant shall not store or permit the storage of any motor vehicle, recreational vehicle, trailer, watercraft, or any other vehicle of any kind within the storage unit. For purposes of this Agreement, a "vehicle" includes, but is not limited to, automobiles, trucks, motorcycles, ATVs, UTVs, golf carts, lawn tractors, boats, jet skis, campers, trailers, or any item containing an engine, motor, or fuel system.

Any vehicle found within the unit shall constitute a material breach of this Agreement. Owner may, at its sole option and without prior notice, require immediate removal of such vehicle and/or terminate this Agreement. Occupant shall be responsible for all costs, damages, and liabilities associated with the storage or removal of any prohibited vehicle.

8. **CONDITION AND ALTERATION OF SPACE.** The Space is leased herein **AS IS, WHERE IS** at the date hereof. Occupant understands that all Space sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. At the expiration of the term hereof, Occupant shall surrender the Space, broom clean and in good repair, order and condition. If Occupant fails to keep the Space in good repair, order and condition throughout the term of this Agreement, or fails to surrender the Space broom clean and in good repair, order and condition, normal wear and tear excepted, Owner may in addition to all other available remedies take whatever steps Owner deems appropriate to clean the Space or to restore the Space to good repair, order and condition, and Occupant shall reimburse Owner for Owner's reasonable expenses in connection therewith. Occupant shall not make any alterations or additions to the Space nor operate in the Space or any part of the Facility, or on the grounds, any power appliances or devices of any kind without, in each case, the prior written consent of Owner and on the terms and conditions specified in such written consent. Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition within 24 hours of signing this Agreement. Occupant understands

that all Space sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the Space or the Facility, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, or during the term of this Agreement, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

9. **LIMITATION OF VALUE.** THE OCCUPANT AGREES THAT IN NO EVENT SHALL THE TOTAL VALUE OF ALL PROPERTY STORED BE DEEMED TO EXCEED \$5,000.00. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OCCUPANT SHALL NOT ASSERT AND HEREBY WAIVES ANY CLAIM AGAINST OWNER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE USE OF THE SPACE OR ENTRANCE ON THE FACILITY. OCCUPANT AGREES THAT THE MAXIMUM VALUE FOR ANY CLAIM OR SUIT BY OCCUPANT, INCLUDING BUT NOT LIMITED TO ANY SUIT THAT ALLEGES WRONGFUL OR IMPROPER FORECLOSURE OR SALE OF THE CONTENTS OF THE SPACE, IS \$5,000. NOTHING IN THIS SECTION OR ANY PART OF THIS AGREEMENT SHALL BE DEEMED TO CREATE ANY LIABILITY ON THE PART OF OWNER TO OCCUPANT FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY, REGARDLESS OF CAUSE. OCCUPANT REPRESENTS AND WARRANTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS SECTION AND AGREES THAT IT IS VALID, ENFORCEABLE, AND NOT UNCONSCIONABLE.
10. **TERMINATION.** This Agreement shall continue from month to month unless Occupant or Owner delivers to the other party a written notice of its intentions to terminate this Agreement at least five (5) days prior to the end of the current rental month. Termination by Occupant will not be sufficient until Occupant's lock is removed from the Space, all contents are removed from the Space, Occupant has taken picture of the Space and emailed it to [info@PremierStorageTH.com](mailto:info@PremierStorageTH.com), and Space is broom cleaned. Owner reserves the right to terminate this Agreement immediately (including denial of vehicle gate access to the Facility and denial of access to the Space) upon default by Occupant of any terms of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other Occupants and/or the preservation of the Facility. Owner may also immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility Upon termination of this Agreement, Occupant shall remove all personal property from the Space and shall deliver possession of the Space to Owner on the day of termination, unless such property is subject to Owner's lien rights as referenced in this Agreement. If Occupant fails to fully remove its property from the Space within the time required, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Space and remove and dispose all property therefrom without being deemed guilty in any manner of trespassing or conversion. If Occupant abandons the Space, Owner shall have the right to automatically terminate this Agreement. Occupant shall have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's locking device from the Space and IS NOT current in all obligations hereunder. Rent paid for the month in which Occupant moves out early shall not be refunded.
11. **ABANDONMENT.** This Agreement shall automatically terminate if the Occupant abandons the Space. If the Space remains vacant and without a lock for a period of **three (3)** or more days it will be considered abandoned and revert to the Owner for re-rental. Any rented Space containing contents and without a lock for a period of seven (7) or more days will be considered abandoned and revert to the Owner for re-rental. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment.
12. **NO BAILMENT.** THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THE AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insect, Acts of God, or the active or passive acts or omission or negligence of the Owner, or the Owner's agents or employees.

13. **OCCUPANT INSURANCE.** OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE THAT WOULD PROTECT OCCUPANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY. IT IS OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. OWNER HEREBY ADVISES OCCUPANT THAT THE PROPERTY IS DESIGNATED AS A FLOOD ZONE AREA.
- a. Occupant, at Occupant's expense, shall secure insurance to protect Occupant and Occupant's property against all perils of whatever nature for 100% of the actual cash value of the stored property. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant hereby releases Owner and Owner's agents and employees from any and all claims for damage or loss to stored property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Owner and Owner's agents and employees in connection with any damage which is or would be covered by any such insurance policy. Occupant shall make no claim whatsoever against Owner's insurance in the event of any loss. Occupant, on behalf of Occupant as well as any insurer of Occupant's property, agrees not to subrogate against Owner in the event of loss or damage of any kind or from any cause. The proceeds of any insurance which may be carried by Owner against loss or damage to its building, its contents, fixtures, or improvements situated adjacent thereto, or to the grounds, shall be payable solely to Owner or its mortgagee.
  - b. **IN LIEU OF MEETING THIS INSURANCE OBLIGATION, OCCUPANT MAY PARTICIPATE IN THE PROTECTION PLAN (THE "PROTECTION PLAN") OFFERED AT THE FACILITY. OCCUPANT AGREES AND ACKNOWLEDGES THAT FAILURE OF OCCUPANT TO PROVIDE PROOF OF INSURANCE WITHIN THREE (3) DAYS WILL RESULT IN OCCUPANT'S AUTOMATIC ENROLLMENT BY OWNER IN THE PROTECTION PLAN WITH A LIMIT OF \$2,000 AND ADDITIONAL RENT DUE OF \$12.00 PER MONTH. OCCUPANT AGREES AND UNDERSTANDS THAT OCCUPANT MAY CANCEL THE PROTECTION PLAN AT ANY TIME IF OCCUPANT PROVIDES EVIDENCE OF THIRD-PARTY INSURANCE OVER THE STORED PROPERTY TO OWNER VIA THE SAFELEASE CUSTOMER PORTAL. IF OCCUPANT BECOMES ENROLLED IN THE PROTECTION PLAN AND FAILS TO PAY THE ADDITIONAL RENT WHEN DUE, OCCUPANT'S PARTICIPATION UNDER THE PROGRAM WILL TERMINATE.**
14. **CHANGES.** All items of this Agreement, including but without limitation, the Rent, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.
15. **OWNER'S LIEN RIGHTS.** OCCUPANT UNDERSTANDS, ACKNOWLEDGES AND AGREES AS FOLLOWS: PURSUANT TO THE TERMS OF THE INDIANA SELF-SERVICE STORAGE LAWS, SET FORTH IN INDIANA CODE I.C. 26-3-8-0.5 et seq. (AS THE SAME MAY BE AMENDED), OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. SUCH LIEN SHALL ATTACH AS OF THE DATE THE PERSONAL PROPERTY IS STORED WITHIN THE LEASED SPACE. SUCH LIEN, TO THE EXTENT THE PROPERTY REMAINS STORED WITHIN THE LEASED SPACE, SHALL BE SUPERIOR TO ANY OTHER EXISTING LIENS OR SECURITY INTERESTS. IN ADDITION, SUCH LIEN SHALL EXTEND TO THE PROCEEDS, IF ANY, REMAINING AFTER THE SATISFACTION OF ANY PERFECTED LIENS. IF OCCUPANT DOES NOT PAY OCCUPANT'S MONTHLY RENT OR OTHER RENT OWING UNDER THE AGREEMENT, OCCUPANT MAY LOSE OCCUPANT'S PERSONAL PROPERTY. OWNER POSSESSES THE RIGHT TO SELL OCCUPANT'S PERSONAL PROPERTY STORED IN THE SPACE TO COLLECT THE UNPAID RENT. If the property upon which the lien is claimed is a motor vehicle, trailer, or watercraft, and rent and other charges related to the property remain in default for more than sixty (60) days, Owner may have the property towed or removed from the Facility. A sale described above does not release Occupant from the obligations for amounts remaining uncollected.
16. **SECURITY AGREEMENT.** This Agreement shall constitute a security agreement covering the content of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

17. **OCCUPANT'S LIABILITY.** In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed by the Occupant that the liability of the Occupant 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 Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner, and Owner may charge Occupant a reasonable disposal fee, which shall be a minimum of \$50.00.
18. **ASSIGNMENT AND SUBLETTING.** The Occupant shall not assign this Agreement or sublet the Space.
19. **WAIVER/ENFORCEABILITY.** In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.
20. **CONFESSION OF JUDGMENT.** Occupant hereby irrevocably constitutes any attorney or any court of record of this state to enter Occupant'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 Owner, by the terms of this Lease, with costs and reasonable attorneys' 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.
21. **ATTORNEY'S FEES.** In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.
22. **SUCCESSORS IN INTEREST.** This Agreement is binding upon the Parties hereto, their heirs, successors and assigns.
23. **GOVERNING LAW.** This Agreement and any actions between the Parties shall be governed by the laws of the State of Indiana.
24. **WAIVER OF JURY TRIAL.** The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.
25. **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 (except for written addendums agreed to between the Parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in the Agreement. The Owner's agent's and employee's ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. **Owner makes NO implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of the Space or the Facility.** Time is of the essence in performing all obligations under this Agreement.
26. **RULES.** The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.
27. **NOTICE OF CHANGE OF ADDRESS.** The Occupant represents and warrants that the information the Occupant has supplied in this rental Agreement is true, accurate and correct, and the Occupant understands that the Owner is relying on the Occupant's representations. The Occupant agrees to give prompt written notice to the Owner of any change in the Occupant's address or any change in the status of any liens or secured interests on the Occupant's property in the Space and any removal or addition of property to or out of the Space. The Occupant shall mail such notice by certified mail, return receipt requested, with postage prepaid to the Owner at 1601 E Springhill Dr, Terre Haute, IN 47802.

28. **OCCUPANT'S LOCK.** The Occupant shall keep the Space locked and shall use disc lock provided at move-in by Owner. If Occupant needs to replace the lock for any reason, Occupant will be responsible for the cost of a new disc lock. **DOUBLE LOCKING IS PROHIBITED.** The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.
29. **PERSONAL INJURY.** **OWNER AND OWNER'S AGENTS OR EMPLOYEES SHALL NOT BE LIABLE WHATSOEVER TO ANY EXTENT TO OCCUPANT OR OCCUPANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS OR SERVANTS FOR ANY PERSONAL INJURY OR DEATH ARISING FROM OCCUPANT'S USE OF THE STORAGE SPACE OR PREMISES FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THE ACTIVE OR PASSIVE ACTS OR OMISSION OR NEGLIGENCE OF THE OWNER, OWNER'S AGENTS, OR EMPLOYEES.**
30. **RELEASE OF INFORMATION.** Occupants hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
31. **MILITARY SERVICE.** If Occupant serves in the military, Occupant shall provide notice of the service to the Owner. The Owner will rely on this information to determine the applicability of the Service-Members Civil Relief Act.
32. **FINANCIAL INFORMATION.** Owner shall not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.
33. **PERMISSION TO CALL, E-MAIL OR TEXT:** Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant with marketing and/or other business related communications. **Occupant specifically consents to receiving text messages from Owner at the cell phone number provided by Occupant in this Agreement or at any other cell phone numbers provided by Occupant to Owner. Texts from Owner to Occupant may provide alerts regarding Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Owner, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging rates will apply to any messages received from Owner. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. Occupant may opt out SMS/text messages from Owner at any time by replying "Stop" to any message sent by Owner. Occupant acknowledges that replying with "Stop" may result in missing pertinent or time sensitive information.**
- Initial:
34. **NOTICES FROM OWNER.** All notices from Owner shall be sent by first class mail postage prepaid to Occupant's last known address or by electronic mail to Occupant's last known address. 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.
35. **ELECTRONIC SIGNATURES.** Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.
36. **INDEMNIFICATION OF OWNER.** Occupant shall defend, indemnify and hold Owner and its agents harmless from and against any and all manner of claims and demands for damages, lost or damaged property, or injury, and against all losses, penalties and expenses, including Owner's reasonable costs and attorney's fees, arising from Occupant's lease of the Space, from any act or omission of Occupant, from the violation of any statute or ordinance by Occupant, or from any accident or occurrence due

directly or indirectly to use or occupancy of the Space by Occupant, including, without limitation, any breach of Occupant's covenants with respect to hazardous materials, substances or wastes.

37. **NOTICE REGARDING SECURITY SYSTEMS:** Occupant acknowledges that Owner may, but shall not be obligated to, arrange for the installation of an alarm system on the Facility. In such event, Occupant agrees that such services shall be for Owner's sole benefit, and that Owner shall not have the responsibility for maintaining or operating such alarm system. **ACCORDINGLY, NEITHER OWNER, THE ALARM SERVICE, THE ALARM PROVIDER, OR ANY OTHER PERSON SHALL HAVE ANY LIABILITY TO OCCUPANT OR ANY OTHER PERSON (INCLUDING OCCUPANT'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 OWNER, ITS AGENTS, OR EMPLOYEES). OCCUPANT HEREBY WAIVES ALL CLAIMS AND RIGHTS OF SUBROGATION WITH RESPECT TO ANY LOSSES OCCUPANT MIGHT INCUR ARISING FROM SUCH A FAILURE OR MALFUNCTION.** This waiver also applies to any systems installed by Owner to secure the Facility and includes, but is not limited to: gates, fences, cameras, doors, etc. shall be for Owner's sole benefit, and that Owner shall not have the responsibility for maintaining or operating such alarm system.
38. **CLIMATE CONTROLLED SPACES (As Applicable).** The climate controlled spaces are heated or cooled depending on outside temperature. The climate controlled spaces do not provide constant internal temperature or humidity control and Owner does not guarantee that temperature and humidity will not fluctuate. Occupant releases Owner and/or Owner from liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner, Owner's agents or employees. Occupant acknowledges that no electricity or water is furnished or available and that heating and cooling is available only in climate controlled units. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling and/or heating systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all.
39. **RENTAL POLICIES:**
1. One rental month minimum.
  2. Rent is due and payable on or before Monthly Due Date. No invoices are sent.
  3. If rent is more than thirty (30) days delinquent, Occupant will be denied entry to the facility and Occupant's Space will be locked or overlocked by Owner.
  4. Refunds less than the monthly rental amount will not be refunded by Owner. Owner does not prorate rent on move out.
  5. 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.
  6. Prepaid rental amounts for months that have not yet commenced at the date Occupant vacates are eligible for refund. Allow 30 days after vacating for receipt of funds. Full months only, no prorating of partial months.
  7. When vacating, remove all items including shelving, boxes, and trash from the Space, and leave Space broom clean. It is Occupant's responsibility to remove all items from the Facility.
  8. Fee Schedule:
    - a) Administration Fee: \$30.00
    - b) Late Fee: \$20.00 Per month and per applicable Space(s)
    - c) Transfer Fee: \$30.00
    - d) NSF Fee: \$35.00
    - e) Lock Cutting Fee: \$30.00
    - f) Lien Fee: \$100.00
    - g) Invoice Fee: \$2.00 per month per Space
    - h) Auction Cancellation Fee: \$20.00
    - i) 24/7 Access Fee: \$25.00 per month (subject to manager approval, and may apply to each rented Space)
    - j) DaVinci Lock Fee: \$15.00
    - k) Missing/Improper Lock Fee: \$25.00

**NOTICE TO OCCUPANT:** Occupant should not sign this Agreement until it has read it and fully understands it. Occupant confirms that it has reviewed all Occupant information printed in this Agreement and verifies that it is true and correct. This

**Agreement limits Owner'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 AGREEMENT, OCCUPANT ACKNOWLEDGES THAT ALL PROPERTY NOT CLAIMED UPON TERMINATION OF THIS AGREEMENT WHETHER BY DEFAULT OR OTHERWISE SHALL BE DEEMED ABANDONED UPON SUCH TERMINATION AND MAY BE DISPOSED OF. OCCUPANT REPRESENTS AND WARRANTS THAT THERE ARE NO LIENS ON ANY PROPERTY THAT IT STORES AT THE FACILITY. OCCUPANT UNDERSTANDS THAT OWNER DOES NOT PROVIDE INSURANCE OVER ANY PERSONAL PROPERTY IN THE SPACE. OCCUPANT UNDERSTANDS THAT IT MUST HAVE INSURANCE OVER ITS STORED GOODS AND SHOULD IT FAIL TO PROVIDE EVIDENCE OF SUCH INSURANCE THAT OWNER HAS THE RIGHT TO ENROLL AND CHARGE OCCUPANT FOR THE PROTECTION PLAN MADE AVAILABLE BY OWNER. OCCUPANT CONFIRMS THAT IT HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS AND ALL RULES INCLUDED WITHIN THIS AGREEMENT. By signing this Agreement the Occupant hereby acknowledges that he has read, understands and accepts all terms and conditions expressed in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OWNER:** Premier Storage, LLC

**OCCUPANT:**

By:

By:

Owner's Representative

Signature

Printed Name:

Printed Name:

Date:

Date:

Version: 04162026

**RENTAL AGREEMENT ADDENDUM: PROTECTION PLAN**

**NOTICE: THIS ADDENDUM MODIFIES YOUR RENTAL AGREEMENT. THIS IS NOT AN INSURANCE POLICY. OWNER IS NOT AN INSURANCE COMPANY BUT MAY PURCHASE AN INSURANCE POLICY TO TRANSFER LIABILITY IT ASSUMES UNDER THIS ADDENDUM.**

**1. Key Terms.**

Occupant:  
Effective Date:  
Protection Plan Limit:  
Additional Monthly Rental Fee:  
Vehicle Make:

**2. The Protection Plan.** Under the rental agreement, the facility owner and/or its affiliate and/or its facility manager (collectively "Owner") agree to provide you, the Occupant, with the Unit and basic service. An important feature of basic service is that you waive any and all liability of the Owner for loss of or damage to your stored property. As the Occupant, you bear the risk of such loss or damage. It is your obligation to insure or obtain coverage for your stored property (the "Coverage Requirement"). By entering into this addendum (the "Protection Plan"), you may satisfy the Coverage Requirement, and the rental agreement shall be amended to provide certain protections for your stored property, as described in the terms, conditions, and limitations set forth below.

**3. Owner Assumption of Limited Liability.** If Occupant pays Additional Rent, Owner shall assume liability in excess of \$100, up to the Protection Plan Limit, for any Covered Loss. A Covered Loss is any loss of or damage to Occupant's

stored goods in the Unit, provided that such loss or damage occurs due to Owner's negligence and during a month in which Occupant has paid Additional Rent. This assumption of limited liability supersedes any liability waiver in the rental agreement relating to Occupant's stored goods.

**4. Terms of Owner Limited Liability.** Owner's assumption of limited liability under this addendum resets on a monthly basis and may be renewed monthly with the payment of Additional Rent. If the covered loss of or damage to Occupant's stored goods is the result of burglary, and if the Unit was locked with a disc or cylinder lock, Owner will assume liability for the loss or damage up to the Protection Plan Limit. For any Covered Loss, the basis of any payment made to Occupant shall be the cost of replacing the stored good as new provided that the good as new is substantially the same as but not better than the original stored good. This addendum covers loss of or damage to the land motor vehicle or boat identified in the Key Terms or on Occupant's rental agreement by make, model, and license plate number (if provided), in excess of \$100, up to the Protection Plan Limit, if the vehicle or boat is stored in Occupant's indoor or outdoor open-air parking space at the facility.

**5. Types of Property Not Covered.** This addendum does not cover the following goods: property not in an enclosed Unit; accounts, bills, currency, data, documents, records, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the Rental Agreement terms; jewelry, watches, precious or semi-precious stones and stamps; bullion, gold, goldware, gold plated ware, silver, silverware, platinum or other precious metals or alloys, and photographic equipment; furs, fur garments and garments trimmed with fur; antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like; aircraft; firearms; contraband or other property held for, or in the course of, illegal transportation, sale, or trade; livestock, animals, birds or fish; explosives and flammables; valuable papers and records, including those which exist as electronic data and photographs; and any property owned by any person other than Occupant.

**6. Causes of Loss Not Covered.** This addendum does not cover the following kinds of loss or damage: consequential, punitive, exemplary, or extra-contractual damages; any loss or damage resulting from unknown or mysterious causes; theft from an unlocked Unit; theft without visible signs of forced entry into Occupant's Unit; theft unless accompanied by a police report; any loss or damage to a vehicle stored in an outdoor open-air parking space at the facility resulting directly or indirectly from wind or hail; any loss or damage caused by flood, surface water, underground water, storm, surge, waves, tides and tidal waves, or overflow from any body of water or their spray, regardless of whether driven by wind; any loss or damage that is covered by any contract of insurance; damage or loss that occurred or was detailed in a claim made during any month where the Additional Rent was not timely paid in full or where Occupant has past due rent or fees. Owner's liability for losses arising from the presence, growth, proliferation, spread or any activity of mold, mildew, fungus, wet or dry rot or bacteria, or from damage or activity by moths, insects, rodents or vermin, is limited to \$500. For lost or damaged stored household linens and clothing, Owner will consider the age, quality, and market value of such stored goods. Payment shall be made only for stored goods that are actually lost or damaged, regardless of whether they are part of a pair or set, and regardless of whether damage to or loss of packaging (e.g., retail packaging such as a shoebox or collectable box) may affect the market value of any goods contained within said packaging.

**7. Required Notice and Cooperation.** Occupant must cooperate with the Owner and its agents in connection with the handling of any claim filed by Occupant for a Covered Loss. Cooperation includes, but is not limited to the following: notifying the police within 48 hours of discovery in the event of a burglary or other violation of law; providing prompt written notice of the loss or damage to the Owner or its agent, including a description and details of the loss or damage; taking reasonable steps to protect the stored goods from further loss or damage; providing a written inventory of the stored goods that were damaged or lost, including a description, age, and actual or reasonable estimated replacement cost of such stored goods; allowing inspection of any damaged stored goods; completing a sworn proof of loss within 30 days of a request for proof of loss by the Owner or its agent; meeting with representatives of the Owner or its agent as necessary; and any other duties as requested by Owner or its agent during the investigation or settlement of any loss or damage to the stored goods. Owner will not assume any liability for loss of or damage to the stored goods if Occupant has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which protection is sought under this addendum.

- 8. Deadline for Claim Submission.** Any claim for loss of or damage to Occupant's stored goods must be filed no later than 1 year after the claim arose. Any lawsuit or arbitration seeking payment under this addendum must be commenced within 1 year after the loss of or damage to the stored goods.
- 9. Termination of Agreement.** This addendum may be terminated by Owner upon 30 days' written notice to Occupant unless terminated earlier by Occupant's non-payment of rent, required fees, or Additional Rent.
- 10. Change of Terms.** This addendum may be revised by Owner upon 15 days' written notice to Occupant before the end of any month's rental term, or such period as is required under applicable state law. Occupant must notify Owner if any revision results in a Protection Plan Limit different from the Protection Plan Limit to which Occupant has agreed; otherwise, Occupant warrants that the newly applicable Protection Plan Limit is correct. If the Occupant continues to occupy the Unit after the notified date when changes are to become effective, this addendum and the Rental Agreement shall be amended, such changes shall become effective, and the Occupant shall be deemed to have agreed to such changes and such amendments.
- 11. Communications.** Occupant agrees that Owner and its employees, agents, vendors, and contractors may call or send recurring text messages to Occupant by telephone (including, without limitation, through the use of pre-recorded and/or artificial voice messages and/or an automatic telephone dialing system), at the telephone number provided by Occupant, related to this addendum. Occupant acknowledges that message and data rates may apply to such communications. Occupant may revoke consent to such communications at any time by providing notice to Owner of such revocation.
- 12. MANDATORY BINDING ARBITRATION.** ANY DISPUTE ARISING UNDER OR RELATING TO THIS ADDENDUM WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR, WHOSE DECISION WILL BE FINAL EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE COMMENCED AND CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND, WHERE APPROPRIATE, THE AAA'S CONSUMER ARBITRATION RULES. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES WITH THE EXCEPTION OF THE ARBITRATOR'S FEES AND EXPENSES WHICH SHALL BE BORNE EQUALLY BY THE PARTIES.
- 13. CLASS ACTION WAIVER.** NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR RESOLVED ON A CLASS ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. OCCUPANT AGREES THAT OCCUPANT MAY BRING CLAIMS AGAINST OWNER ONLY IN OCCUPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 14. The Rental Agreement.** All terms of Occupant's rental agreement not specifically modified by this addendum are in effect and binding on both Owner and you and are incorporated by reference herein.
- 15. OCCUPANT'S ACKNOWLEDGEMENTS.** ALL TERMS OF OCCUPANT'S RENTAL AGREEMENT NOT SPECIFICALLY MODIFIED BY THIS ADDENDUM ARE IN EFFECT AND BINDING ON BOTH OWNER AND OCCUPANT AND ARE INCORPORATED BY REFERENCE HEREIN. BY PAYING ADDITIONAL RENT FOR OWNER'S ASSUMPTION OF LIMITED LIABILITY FOR COVERED LOSSES UNDER THE RENTAL AGREEMENT, OCCUPANT ACKNOWLEDGES ITS UNDERSTANDING THAT THIS ADDENDUM IS NOT AN INSURANCE POLICY AND THUS, NEITHER OWNER NOR THIRD-PARTY SERVICE PROVIDERS ARE LIABLE FOR THE LABELING OF THIS ADDENDUM OR ANY "PROTECTION PLAN" CREATED BY IT AS "INSURANCE" IN YOUR FACILITY'S PRE-EXISTING PROFILE OR OCCUPANT PORTAL SYSTEM. BY SIGNING BELOW OR BY CONTINUING TENANCY AFTER RECEIVING NOTICE OF THIS ADDENDUM, OCCUPANT ACKNOWLEDGES THAT OCCUPANT UNDERSTANDS THE PROVISIONS OF THIS ADDENDUM AND AGREES TO BE BOUND BY THEM; OCCUPANT MAY DECLINE TO RECEIVE COVERAGE UNDER THIS ADDENDUM BY PROVIDING OWNER WITH ALTERNATIVE PROOF OF COVERAGE, SUCH AS AN APPLICABLE INSURANCE POLICY; AND UNTIL OWNER RECEIVES PROOF OF COVERAGE, OCCUPANT SHALL BE CHARGED MONTHLY FOR OWNER'S ASSUMPTION OF LIMITED LIABILITY, AT THE MINIMUM PROTECTION PLAN LIMIT AVAILABLE, WHICH CAN BE TERMINATED UPON OWNER'S RECEIPT OF PROOF OF COVERAGE.

OWNER:

OCCUPANT: