

MAYBERRY WEST STORAGE, LLC - MILAN, IN

NOTICE: THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY PRESENT IN THE SELF-SERVICE STORAGE FACILITY FOR: RENT, LABOR, OR OTHER CHARGES THAT ACCRUE IN CONNECTION WITH THE PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT INCLUDING ANY: LATE FEE; AND RENT COLLECTION COSTS; EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY; AND EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY, INCLUDING LIEN ENFORCEMENT COSTS OR EXPENSES. THIS ACTION IS AUTHORIZED BY THE INDIANA SELF-SERVICE STORAGE FACILITIES ACT INDIANA STATUTE 26-3-8-0.5 ET SEQ. OWNER MAY ENFORCE OWNER 'S LIEN BY PUBLIC SALE OR DISPOSAL OF THE PERSONAL PROPERTY IN THE RENTED SPACE IF RENTER IS IN DEFAULT FOR 90 DAYS. TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

Date: _____

A) _____ (the Renter)

Name _____ E-mail address _____

B) _____
Street Address _____ City _____ State _____ Zip _____

C) _____
Telephone No./Cell Phone No. _____ Government Issued ID _____ State _____

D) _____
SSN _____ Date of Birth _____

E) _____
Employer _____ Telephone No. _____

F) Alternate Person to whom Owner can send notices (including Default notices) if Owner cannot reach Renter (If no one, write none) Do not list someone who lives at the same address as Renter:

• _____
Name _____ Address _____ City _____ State _____ Zip _____

Telephone No./Cell Phone No. _____ Email _____

Owner may contact such alternate contact person(s) in event of casualty (fire, accident or damage, etc.) or if Owner is unable to reach Renter. Further, unless Renter refuses consent by marking this box ☐ , Owner may at Owner's option allow the alternate contact or Renter's brother, sister, spouse, parent, or child over 18 to have access to the Rented Space if such person signs an affidavit that Renter is deceased or deported.

G) Autopay: Renter has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Renter or upon which Renter has authority to charge as described in Provision #3 below:

Name on card _____ Expiration _____ Security Code _____

Type of card _____

Credit/Debit Card Number: _____

Credit/Debit Card Billing Address: _____

Monthly Rent: _____ Next Payment Due 1st Of: _____

1st Month Rent Prorated: _____

Rented Space No. (the Rented Space) _____

Insurance: _____

Approximate Size: _____

Administration Fee: _____

Wifi Fee (Optional): _____

Total Paid at Signing: _____

The description of the Rented 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 Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the entirety of the Space not by the square foot. See Provision 36.

NOTICE TO RENTER: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE RENTER READS IT, FULLY UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS, COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS FIVE (5) PAGES LONG.

REMIT MONTHLY PAYMENT AND NOTICES IN WRITING TO:

OR

THERE IS A DROPBOX LOCATED AT PHYSICAL LOCATION:
PHYSICAL LOCATION WHERE PERSONAL PROPERTY IS STORED
(PHYSICAL LOCATION) Mayberry West Storage, LLC, 7768 N. State Rte. 101, Milan, IN 47031; **RENTER MUST NOTIFY MAYBERRY WEST STORAGE, LLC IN WRITING, OF ANY ADDRESS CHANGE (SEE PROVISION 22) AND MUST PROVIDE NOTICE OF INTENT TO VACATE AT LEAST 10 DAYS BEFORE THE END OF THE MONTH. R-ENT IS DUE ON THE FIRST OF EACH MONTH**

Titled Vehicle Stored? Yes ☐ No ☐ - See Vehicle Addendum

Temperature Controlled Rented Space Yes ☐ No ☐ (If YES, Provision 12 applies.)

If indicated here ☐ , Renter represents Renter has sufficient insurance to cover any losses Renter may suffer by reason of loss or damage to Personal Property stored in the Rented Space and if such insurance is dropped or inadequate, Renter shall assume all risk of loss and be what is commonly known as Self-Insured.

RENTAL AGREEMENT PROVISIONS

1. **Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-service storage space (the Rented Space) from Mayberry West Storage LLC, an Indiana Limited Liability Company, registered to do business in the State of Indiana, (the Owner and 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 5, 21, or 22. Owner may increase Rent or other fees and charges for the Rented Space with Thirty (30) days advance notice to Renter. **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 Rented Space or Facility, and other unpaid fees or charges (collectively Rent), shall be payable monthly to Owner 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 Renter has paid prorated Rent for the balance of the month and if the Rental Agreement is executed after the Twenty-Fifth (25th) of the month, Renter has also paid one full month of Rent in advance (Initial Term). The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as Next Payment Due 1st of. All renewals and extensions, along with the Initial Term are collectively the Term. Renter agrees to pay Rent: in person at the Facility; via mail to the Address; or with a credit card which may be used the following ways: by calling Owner; by Owner's secure website at www.mayberryweststorage.com or by advance written authorization. **Renter shall not mail Rent in the form of cash to the Office Address or place cash, money orders, or any change of address in the Drop Slot.** It is expressly agreed that Owner does not send monthly invoices. Renter shall not fail to pay Rent because Renter does not receive an invoice. All payments received will be applied first to fees and charges due and owing, then to any Additional Rent, then to the oldest outstanding Rent

obligation. Any Rent payment made by the internet, must be in the full amount due at the time of payment. If less than full payment is made over the internet, said payment shall be deemed automatically refused and any sums submitted shall be returned to Renter at Renter's last known address, even if Renter obtains a receipt from the internet site. **Notice: access to pay by Owner's website is disabled if Renter is Forty Five (45) days in Default.** No personal checks will be accepted once Renter is Thirty (30) days late. Owner shall also require payments of Rent to be in the form of money order, credit card, or cashier's check in the event Renter has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back. If Renter has One (1) check returned to Owner for any reason, Owner shall not accept checks from Renter thereafter. All delinquencies in excess of Forty-Five (45) days late, must be cured by money order, cashier's check, or certified check and 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 Owner's Representative, at the Facility Office, by money order, certified check or cashier's check only.

3. **Credit/Debit Card Authorization for Payment of Rent and Other Charges:** By providing credit card information, Renter has authorized Owner to automatically charge Rent to the credit/debit card referenced in Summary Provision G of the Terms and Conditions section of the Rental Agreement (which is owned by the Renter or upon which Renter has authority to charge) on the First Day of each month, or as soon as reasonably practicable thereafter, for each month of the Term. This authorization shall continue and include any increases in Rent and other charges assessed to the Renter. In any circumstance, in the event Renter terminates this authorization or the Rental Agreement owing any Rent, or other charges due to Owner, Owner may charge the credit card any sum due and owing upon termination. 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. No credit card payments are accepted under any circumstance once Renter is Forty-Five (45) days late. It is Renter's responsibility to notify Owner of any new or updated account information or credit card information changes (including updating an expiration date on a credit card.) Renter shall be charged late fees and other Default charges if the credit card payment is not approved by Renter's bank/credit card provider.

4. **Administration Fee:** Contemporaneously with the execution of the Rental Agreement Renter has paid to Owner 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.

5. **Termination.** Renter may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (the end of the month) and Renter notifies Owner of Renter's intent to vacate at least Ten (10) days before the end of the Term. Owner may terminate this Rental Agreement by giving Renter Thirty (30) days written notice prior to the end of the Term. Owner may give shorter termination notice for illegal activity by Renter, or Renter's guests at the Facility, or if Renter's Rented Space becomes infested, or if Renter is residing in the Rented Space. No refunds of partial months are made if Renter vacates the Rented Space before the end of the Term. The Rented Space shall be left broom clean, free of trash, Renter shall remove all Personal Property (or Rent will continue to accrue), and the Renter's lock must be removed. Renter shall fully vacate by the date stated in Renter's or Owner's Notice. Owner charges and Renter is responsible for a Seventy-Five Dollar (\$75.00) per person, per hour charge for cleaning the Rented Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Rented Space.

6. **Other Charges and Fees:** Renter 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 Owner. If Renter is in Default, the following fees shall be charged:

Default Fees

Late Fee (on the 5 th day after Rent is due)/Includes Overlock	\$20.00
Written Late Notice	\$ 7.50
Inventory/Photos if required	\$75.00
Written Notice of Default	\$45.00
Advertisement of Sale	\$45.00
Sale Fee	10% of proceeds from sale
Sale Cancellation Fee (online)	\$20.00
Towing of Vehicle in Lieu of Sale	\$200.00

Other Charges & Fees

NSF/Returned Check Fee/Credit Card declined or disputed	\$45.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$75.00 per hour + disposal fees
Lock Damage Fee	\$125.00
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Address, not the postmark date is used. All payments of Rent are considered received on that business day (before 5:00 PM) not when the Rent is delivered or processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid when due the Owner may begin enforcement of Owner's lien against Renter's Personal Property as provided by Indiana law. Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Owner, Owner's collection of any amount owed by the Renter, or the exercise of any remedy by Owner upon a Default by Renter (including the sale or other disposition of Renter's Personal Property) as permitted under this Rental Agreement or by law. Owner may send unpaid balances to an outside collection agency and Renter shall be liable for the outside collection agency fees and costs charged to Owner. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Renter's responsibilities under this Rental Agreement. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Renter's responsibilities under this Rental Agreement. All payments received will be applied first to fees and charges due and owing, then to the oldest outstanding Rent obligation.

7. **Use of the Rented Space and Prohibited Storage:** Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Renter's Personal Property. **No bailment of Personal Property by Owner is intended or implied by this Rental Agreement.** The Rented Space shall be used and occupied only for the storing of Personal Property owned by Renter. Renter shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Renter. The Rented Space is not appropriate for storage of irreplaceable Personal Property such as

books, writings, objects which have an unknown immediate resale market value. Renter shall not store cash, cash equivalencies, and negotiable instruments or any other items that can be converted to money. Renter waives any claim for emotional or sentimental attachment to Renter's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Renter shall not make any additions or modification to the Rented Space and shall not drill into or attach anything to the walls, floor or ceiling of the Rented Space and shall not commit waste in the Rented Space. Firearms and ammunition are prohibited in the Rented Space or at the Facility. Contraband is prohibited in the Rented Space or at the Facility. Marijuana may not be used, stored or grown, even if there is a prescription or permit to use or grow marijuana. No storage or consumption of alcohol in the Rented Space at the Facility. No storage or consumption of alcohol in the Rented Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Rented Space. The Rented Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Rented Space, for an audience, or any other activity that is not related to storage of Property. Renter shall not use the Rented Space for the operation of any commercial, industrial, manufacturing or distribution business. Renter shall not use the Rented Space for the use or storage of any food (without Owner'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. Renter shall not engage in any activity in the Rented Space which produces or releases such prohibited materials. Renter shall not use the Rented 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 Rented Space and in such case Renter 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 Rented Space. No fuel canisters shall be stored in the Rented Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any titled vehicle stored in the Rented Space.** Renter shall not live or sleep in the Rented Space or Facility, nor shall animals be permitted to be stored in the Rented Space or Facility. Renter shall not use the Rented 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.

Renter shall not use or allow the Rented Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. 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.

8. Limitation on Value of Personal Property: Renter agrees not to store Personal Property in the Rented Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) the Value Limit without the prior written permission of the Owner. 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, Owner is generally not liable for the loss of Renter's Personal Property. In the event any competent court of law adjudicates Owner 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 Renter's Personal Property has any value whatsoever. Higher value limits may be available from Owner for additional consideration if so requested by Renter in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner 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 Owner or Owner's agents be liable to Renter or Renter'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 Owner or Owner's agents. Renter will not sue Owner or Owner'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 Renter complies with the requirements of Provisions 7 and 8, Owner does not concern itself with the type, quantity, or quality of the Personal Property stored.

9. Damages: Renter shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Renter's storage in the Rented Space, use of the Rented Space, or use of the common areas of the Facility including damage to other Renter's Personal Property or other Renters' vehicles. In the event Owner invoices Renter for any charges for repairs, clean-up, replacement, or other damages suffered, Renter 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.

10. Insurance and Security Type Systems: Renter agrees, at Renter's sole expense, to maintain insurance on all Personal Property stored in the Rented Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Renter is required to provide proof of insurance at the time of the signing of the Rental Agreement or Owner shall enroll Renter in an insurance policy offered by Owner, at the Two Thousand Dollar (\$2,000.00) level of coverage, which premium for insurance shall be paid with Rent. Thereafter, Renter's failure to maintain such insurance shall mean that Renter shall assume all risk of loss or damage. Renter is advised to review the Terms, Conditions and Exclusions of the insurance policy. Renter's failure to maintain such insurance shall also mean that Renter shall assume all risk of loss or damage which occurs. Owner employs certain measures to protect Owner's Personal Property referred to as Security Type Systems. The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from Renter's obligation of insuring Renter's Personal Property. These Security Type Systems may include lighting, coded gate access, fences, and cameras. Renter acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Rented Space. Video cameras, if any, may not be recorded or may not be continuously recording 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 Renter when using the Rented Space.

11. Access: Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter 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, maintenance, and any other reasons deemed necessary by Owner. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the 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 Owner's website, or mailed to Renter. In the event of an emergency or catastrophe at or around the Facility, Owner may require Renter enter only when escorted by Owner's employees or agents or Owner may deny access to the Rented Space and Facility. Owner shall not be liable for Renter's inability to enter the Facility or Rented Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Renter.

12. Temperature Control: Indiana law does not define the term Temperature Controlled, which is sometimes referred to by Owner as Climate Controlled. This Provision defines the responsibilities of Owner for providing temperature control to the Rented Space. Owner provides air conditioning to the building containing the Rented Space in the summer and heat in the winter. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Rented Space by heating to no less than Fifty degrees (50°) Fahrenheit and by cooling the building to keep the temperature below Seventy-Five degrees (75°) Fahrenheit. Renter recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature and Renter understands that heating systems and their power sources are not redundant. Further, the temperature in the building containing the Rented Space may vary from the temperature of the Rented Space. Renter agrees to release Owner from any and all liability arising from any such failure of the Temperature Control systems which occur as a result of a failure outside of Owner's direct control.

13. Humidity in the Rented Space: Owner does not represent that the Rented 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.

14. Mold: Renter understands that there is a risk of the growth of mold and/or mildew on Renter's Personal Property in any Rented Space rented. Owner does not warrant the Rented Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold on Renter's Personal Property from whatever source and no matter how it occurs. Renter 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 Renter's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Rented Space), wrapping certain Personal Property in plastic and keeping

goods susceptible to mold from touching the walls of the Rented Space. Renter understands that any Personal Property brought into the Rented Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Rented Space. Renter shall periodically inspect the Rented Space and the Personal Property and take any and all actions necessary to protect Renter's Personal Property from mold/mildew.

15. Locked Rented Space; Storage Renter's Risk; Abandonment: Owner is providing push button locks for each space. Renter shall lock the Rented Space at all times except when accessing the Rented Space. Renter shall not use any hasp or sliding device for an additional lock, the second hasp, if any, is reserved for Owner's use. Any additional lock on the Rented Space, not otherwise approved in writing by Owner, shall be removed and Owner shall charge a Fifty (\$50.00) Dollar lock removal charge. If a lock is removed as a result of a Default by Renter, or if Owner finds an occupied Rented 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, Owner will notify Renter, and Owner may, but is not required to, lock the Rented Space with Owner's lock at Renter's expense. If Owner chooses to re-secure the Rented Space, and Renter does not replace the lock, then after Five (5) days, Owner shall put a new lock on the Rented Space and charge Renter's account at prevailing charges. The keys will be mailed to Renter's last known address. All Personal Property stored by Renter within the Rented Space shall be at Renter's sole risk. **If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100.00) Owner may consider the Rented Space abandoned and dispose or sell any or all Personal Property in the Rented Space.**

16. Release of Liability: Renter releases Owner, Owner'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 Owner, its employees, or agents.

Renter further releases Owner, Owner's employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's, guests, or invitees arising out of Renter's use of the Rented Space and Facility.

Renter understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from the liability as set forth in Provisions 15 and 16, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

17. Indemnification; Subrogation: Renter agrees to waive and have Renter's insurer waive any right of subrogation of any claim of Renter against Owner, its employees, or agents. Renter agrees to indemnify, defend and hold Owner 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 Renter's Personal Property however occurring, or arising out of or related to the use of the Rented Space and Facility by Renter, Renter's invitees, and guests, or to any breach of this Rental Agreement by Renter, Renter's invitees, or guests. Renter shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #17. Renter's obligation to indemnify Owner specifically applies to any violation by Renter of the Owner's environmental conditions and restrictions resulting in damages caused by Renter, its invitees or guests, regardless of any negligence on the part of Renter.

18. Owner May Enter: Owner, and Owner'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 Renter's lock and enter the Rented Space, without notice to Renter, to take such action as may be necessary to preserve Owner'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 Owner's rights. For the purposes of this Rental Agreement, Emergency shall be defined as any sudden, unexpected occurrence or circumstance at or near a self-service storage facility that requires immediate action to avoid injury to persons or property at or near the self-service storage facility. Pursuant to Indiana law 26-3-8-10, A Renter, upon a reasonable request from the Owner, shall allow the Owner to enter a Rented Space for the purpose of: Inspection; Repair; Alteration; Improvement; or providing other services that are necessary or were agreed to by the Renter. Owner shall further have the right, on a non-Emergency basis, to remove Renter's lock and enter the Rented Space with reasonable notice to Renter to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the Work). Owner will endeavor to give a minimum of three days notice to Renter of the Work and, if Renter is available, will schedule an appointment with Renter to remove Renter's lock to allow the Work. If Renter is unavailable or unable to provide Owner access, Owner may 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 15. Renter is notified that Owner complies with all search warrants and subpoenas for Renter information.

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

20. Owner's Lien: Pursuant to the Indiana Self-Service Storage Act, § IC 26-3-8-0.5 et seq., the Owner of a self storage facility has a lien upon all Personal Property present in the self-service storage facility for: Rent, labor, or other charges that accrue in connection with the Personal Property under the Rental Agreement including any: late fee; and rent collection costs; expenses necessary for the preservation of the personal property; and expenses reasonably incurred in the sale or other disposition of the Personal Property, including lien enforcement costs or expenses. The lien attaches upon storage of the Personal Property.

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

21. Defaults; Owner Remedies: If Renter breaches any term or condition of this Rental Agreement (a Default), Owner 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 Renter fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate the gate access; (ii) overlock or otherwise place a device to prevent Renter's access to the Rented Space, once Renter is in Default as provided by Indiana law, and the placement of Owner's overlock or other deactivation device, along with any written notice sent to Renter, shall serve as constructive notice that Owner has not received Rent from Renter for the current term; (iii) access the Rented Space; however, rent and other charges shall continue to accrue after overlock until the Rented Space is sold or Renter cures the Default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Rented Space; (v) sell or dispose of the Personal Property in the Rented 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 Renter. The act of overlocking/denying access shall not constitute an election of a remedy by Owner, and shall not constitute Owner 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. If Renter is in Default and is overlocked, Owner is not required to remove the overlock until up to Three (3) business days after payment has been made in full. Renter may pay for a faster overlock removal if it is necessary, for a fee to be paid upon request. Owner reserves the right not to remove its replacement lock until Renter is present and replaces the lock with Renter's own new lock, or Owner in its sole discretion can remove its lock leaving the Rented Space unlocked. In any case Owner shall not be liable to Renter for any damages Renter suffers as a result of not being able to get access to the Rented Space after late payment arising from failure to immediately remove overlock. In the event of Default, Renter forfeits any concessions received and rent for the Rented Space shall automatically increase to the current market rate. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

22. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address, or e-mailed to the e-mail address provided by Renter in the Terms and Conditions and shall be conclusively presumed to have been received by Renter Three (3) business days after mailing, or upon emailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Mailing Address listed on the first page of this Rental Agreement. Renter is responsible for notifying Owner in writing, **via certified mail return receipt requested to the Office Address; or via a nationally recognized overnight carrier with signature confirmation; or via Owner's secure website; or in person on a form prescribed by Owner, of any change in Renter's address or of intent to vacate at the end of the term.**

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

24. Assignment and Subletting: Renter may not assign its rights under this Rental Agreement or sublet the Rented Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. Owner and Renter 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. Owner and Renter further agree that the Federal or State courts in Ripley County, Indiana 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.
26. **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 Renter and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.
27. **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.
28. **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 Owner and Renter pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, tow any vehicle stored, or 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 Owner and Renter, 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 Owner and Renter located within 15 miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter 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 Owner and Renter. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
29. **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 its 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 Renter and Owner.
30. **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 Renter and Owner, 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 Owner's and/or Renter 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"). Owner and Renter 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 Owner and Renter. 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 Owner and/or Renter and solely in each of the respective individual capacities of Owner and Renter. 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. Owner and Renter each understand and Owner and Renter 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.
31. **Owner's Employees:** In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that Renter's interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.
32. **Warranty of Information:** Renter 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.
33. **Renter's Acceptance of the Rented Space AS IS.** Renter inspected or had the right to inspect the Rented Space and Facility before signing this Rental Agreement and finds the Rented Space to be suitable for the purpose for which Renter rents such Rented Space and **accepts the same as is.** Owner makes no express warranties. Owner disclaims and Renter 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. Renter acknowledges that Owner's Agents have no authority to make warranties, express or implied.
34. **Pest Control:** Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Rented Space. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Renter deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is in common areas other than the Rented Space.
35. **Permission to Call, Fax, Use Social Media, Text and/or E-Mail:** Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, text, or e-mail, Renter hereby consents to Owner phoning, faxing, contacting via social media, texting, and e-mailing Renter and that these communications are related to the business relationship. Renter further gives Owner permission to send text messages to Renter's provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law; notices of Default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter's email address.
36. **The Rented Space:** By signing this Agreement Renter acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to Renter as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Rented Space, and Renter acknowledges and agrees to the following: (a) that, prior to signing, Renter was given the opportunity to measure the dimensions of the Rented Space; (b) that Renter is satisfied therewith, whether or not Renter measured the Rented Space; (c) that Renter agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Rented Space; (d) that Renter 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 Owner based on assertions that any difference exists between the actual size, or dimensions, of the Rented Space, and the size, or dimensions, thereof as Renter believed existed at the time Renter signed this Agreement; and (e) that Renter hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which Renter otherwise would have had the right to obtain but for Renter's having agreed to the terms of this Provision and the Waiver and Release contained herein.
37. **Snow Removal:** Owner, in the event of snow, only clears the common drives and parking lots, any snow or ice in front of the Rented Space is Renter's

responsibility to remove. Owner does not plow unless the snowfall is at least Three (3) inches. Renter is advised that by clearing snow or ice, Owner 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 Renter must clear or step over to access the Rented Space. Further, Owner does not begin plowing operations until the snow fall has ended. Owner 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 Owner to allow Renter on to the Facility, such access will be denied. The Owner plows drive aisles at the Facility to within no less than 20 inches from the door to the Rented Space or the access door to the building containing the Rented Space. Renter 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 Rented Space and that it is Renter's responsibility to either safely remove the snow or ice between the plowed area of the drive aisle and the Rented 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 Rented Space, even if unnatural accumulations of snow or ice are placed in such area.

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

39. Rules and Regulations: 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 Renters and are made for the appropriate and efficient operation of the Facility.

40. Exclusion of all Warranties: The agents and employees of Owner are not authorized to make warranties about the Rented Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Renter 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 Rented Space and the Facility, and that Renter accepts such Rented Space and access to the Facility AS IS AND WITH ALL FAULTS.

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

If this Rental Agreement is executed by the Renter via a computer generated acknowledgment service, ("Electronic Signature") then Renter agrees that: Renter has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Renter'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 Renter and be of the same quality as if Renter had signed or initialed the documents in person, in the presence of a Facility employee. ☐

Owner:
MAYBERRY WEST STORAGE, LLC

BY: _____

Signature: _____

Date Signed: _____

Renter

Printed Name: _____

Signature: _____

Date Signed: _____

****I HAVE READ ALL SIX (6) PAGES OF THIS RENTAL AGREEMENT****

_____ **Renters Initials**

****I HAVE READ THE VEHICLE ADDENDUM OF THIS RENTAL AGREEMENT (IF APPLICABLE)****

_____ **Renters Initials**

****I HAVE READ AND AGREE TO THE RULES AND REGULATIONS****

_____ **Renters Initials**