

WESTERN RESERVE MINI STORAGE

RENTAL AGREEMENT

P.O. Box 5129
Mentor, OH 44061-5129

THIS RENTAL AGREEMENT, entered into between "Lessor" and "Tenant" as identified by name on the reverse side of this Agreement, is executed at the location of Lessor's self-service storage facility (hereinafter referred to as the "Facility"), on the date specified herein. In consideration of the covenants to be performed by Tenant, Lessor agrees to lease certain storage space described herein (the "Space") to Tenant subject to the terms and conditions set forth below:

1. **TERM:** This agreement shall commence on the date executed and shall Terminate one (1) month thereafter unless renewed, extended or otherwise terminated in accordance with it's provisions.
2. **RENEWAL:** This agreement may be renewed by payment of rent in advance for the renewal term. Lessor has the option to refuse renewal of this agreement for any reason whatsoever. Tenant expressly agrees that all covenants and conditions of this agreement apply to any renewal term, provided however that rent may be adjusted by Lessor for any renewal term.
3. **PAYMENT:** Tenant agrees to make all payments at the Facility or at such other place as may be designated in writing by Lessor. All payments from Tenant to Lessor shall first be applied to non- rent obligations of Tenant, then to rent.
4. **NO STATEMENTS:** Tenant agrees that payment is not contingent upon receipt of any statement from Lessor. In the event that Lessor sends an invoice or payment reminder statement, it is sent as courtesy and not as an obligation.
5. **HOLDING OVER:** If tenant remains in the space without renewal of this agreement, Tenant shall be considered a "Tenant at will" and shall pay the rental amount for a holdover tenancy set forth herein on a daily basis. Tenant agrees that all covenants and conditions of this agreement apply to any holdover tenancy.
6. **DEPOSIT:** Tenant agrees to pay the amount set forth herein as a deposit which Lessor agrees to return to Tenant, without interest, after the termination of this agreement, provided Tenant has complied with all of the covenants, conditions and obligations of this agreement. Lessor may retain all or any portion of the deposit as compensation for any default by Tenant hereunder. At no time shall Lessor be required to return the deposit in cash. Tenant recognizes that the deposit shall not constitute and advance payment of rent, liquidated damages or the measure of Lessor's damages in the event default by Tenant.
7. **RETURNED CHECKS:** In the event that any check given to Lessor by Tenant, or other person on Tenant's behalf, is returned uncollected by the bank for any reason, Tenant agrees to pay the Lessor a returned check charge in the amount specified herein.
8. **PARTIAL PAYMENT:** Lessor shall have the option of accepting partial payment of rent and charges owed. Acceptance of partial payment shall not cure any default hereunder, void notices or give Tenant any right to continue occupying the space.
9. **CHANGE OF INFORMATION:** Tenant agrees to immediately notify Lessor in writing of any change of Tenant's address, telephone number or other information that deviates from the information provided by Tenant in this agreement. Such notice is effective upon the receipt of actual notice by Tenant.
10. **NOTICE OF INTENT TO VACATE:** Tenant shall provide Lessor with 10 days written notice prior to vacating the space. The failure to provide such notice shall constitute a default under this agreement.
11. **VACATING THE SPACE:** Upon the expiration of the agreed term or the termination of this agreement, Tenant shall immediately remove all of Tenant's property from the space and deliver the space to Lessor in a clean and rentable condition and in the same condition as delivered to Tenant, reasonable wear and tear expected.
12. **CONTROL OF THE SPACE:** Tenant agrees to lock the space immediately after payment of rent and execution of this agreement. Tenant shall continually retain possession, care, custody, dominion and control over the space and the contents therein.
13. **ABANDONMENT:** Tenant shall not abandon the space at any time under this agreement. Tenant agrees that the space shall be conclusively deemed abandoned when the space is left unlocked for a period of 48 hours.
14. **OVERLOOK:** Tenant agrees and recognizes that Tenant's right of access to the space is expressly conditioned on prompt payment of rent and compliance with the covenants and conditions in this agreement. Tenant grants Lessor permission to overlock the space and/ or exclude Tenant from the facility at any time that rent becomes delinquent or Tenant violates a covenant or condition of this agreement. Tenant agrees that if Lessor overlocks the space, Tenant shall hold Lessor harmless from any liability for the actions of Lessor related to such actions. Overlock or exclusion from the facility shall not constitute an action by Lessor pursuant to Ohio Revised Code Chapter 5322. Notwithstanding the overlock of the space, Tenant shall remain totally responsible for the care, custody, and control of the property stored in the space.
15. **COST OF DAMAGE:** Tenant shall pay all costs of repairing any damage, excepting normal wear and tear, to the space or the facility caused by Tenant and Tenant's employees, agents, assigns, invitees, family or servants.
16. **USE OF SPACE:** Tenant shall use the space for storage only and shall keep the space in good condition at all times. Tenant shall not interfere with, annoy, or disturb other tenants. The following property shall not be stored in space: explosives; paint; gasoline; oil; flammable, chemical, radioactive, odorous, corrosive or other inherently dangerous materials; property to which Tenant does not have legal right to possess: drugs; tires; radioactive waste; produce; liquids; animals; any property which violates any governmental or agent order or regulation. The uses of the space or facilities for the conduct of business or for the residential purpose of humans or animals are specifically prohibited. Other forbidden activities at the space, include but are not limited to: Lodging or sleeping, parties, sales or exhibitions of any type, musical concerts or practice, spraying paint, sanding, using power tools, automotive repair or maintenance, building floats or any other activity which creates a nuisance or damages the facility. Lesser has the right to further condition use of the space in any manner deemed reasonably necessary in Lessor's sole discretion.
17. **DAMAGES/ ALTERATIONS:** Tenant shall not alter the space in any manner without the prior written consent of Lessor. Tenant shall not damage the space, commit waste or post any signs at the space or facility. Any item affixed to any structure of the facility by tenant shall, at Lessor's option, become permanent property of Lessor without cost to Lessor.
18. **BREACH:** In the event that Tenant breaches any covenant or condition of this agreement, Lessor may terminate the agreement immediately and Tenant shall immediately vacate the space and the facility.
19. **DEFAULT: TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.** The following events shall be deemed to be events of default by Tenant under this agreement:
 - a. Payment is not received at Lessor's office when due and Payable;
 - b. Tenant fails or refuses to comply with any one or more of the covenants or conditions of this agreement;
 - c. Tenant abandons the space;
 - d. Tenant makes an assignment for the benefit of creditors;
 - e. Tenant files a petition under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state;
 - f. Tenant is adjudicated bankrupt or insolvent in proceedings filed against Tenant and such adjudication is not vacated or set aside or stayed within the time permitted by law;
 - g. A receiver or trustee is appointed for all or substantially all of the assets of Tenant;
 - h. Tenant's telephone number or address is changed without actual notice to Lesser; or

i. Tenant is the subject of any other type of legal action wherein the right to use and occupy the space is an issue.

20. OWNER'S LIEN: Tenant's personal property in or about the facility will be subject to a claim of lien in favor of Lessor. If rent or other charges due under this agreement are delinquent, Lessor may terminate Tenant's use and/or access to the facility, and the property stored by Tenant in the space or facility, and property stored by Tenant in the space or facility may be sold, destroyed or otherwise disposed of by Lessor in any manner considered appropriate by Lessor, in accordance with the provisions of Chapter 5322 of the Ohio Revised Code. The rights provided by Chapter 5322 are in addition to all other rights allowed by law to a creditor against his debtor. Tenant acknowledges the limitations on use of the space and expressly consents to Lessor's taking full control and possession of the space and any property stored in the space if Tenant defaults in any way under this agreement.

21. LESSOR'S REMEDIES: If Tenant is in default or breach of this agreement, Lessor may exercise any or all of the following remedies without prejudice to any other remedy available to Lessor at law or equity and without additional notice to Tenant:

- a. Overlock the space;
- b. Deny Tenant access to facility;
- c. Charge a service charge;
- d. Terminate Tenant's right to occupy the space;
- e. Enforce all rights granted to Lessor under Ohio Revised Code Chapter 5322.

22. INSPECTION, REPAIR, AND IMPROVEMENT: Tenant agrees that Lessor has the right to enter the space for inspection, repair, or improvement of the space or the facility upon 24- hour oral or written notice to Tenant. If Tenant fails to provide access to Lessor within 24 hours after such verbal or written request for access, or if Lessor is unable to reach Tenant by telephone or mail after making reasonable attempts using the information provided by Tenant hereunder. Tenant expressly grants Lessor the right to enter the space for the purpose of inspection, repair, or improvement. Lessor's entrance into the space for inspection, repair, or improvement shall not constitute trespass, shall not create a bailment and will not alter Tenant's exclusive obligations of care, custody, and control of the stored property. Tenant agrees that Lessor shall have the right to move the goods stored in the space to another space for the purpose of conducting such inspection or making repairs or improvements.

Lessor shall not be responsible for any injury damage or inconveniences which may arise through repair, alterations, or improvements of any part of the facility or space unless due to fraud, willful misconduct, or willful injury by Lessor. In any event, Lessor's liability to Tenant shall not exceed One Hundred and no/100 DOLLARS (\$100)

23. EMERGENCY: in case of an event which, in the sole opinion of Lessor, constitutes an emergency, Tenant gives Lessor the right to enter the space immediately and take whatever steps Lessor deems appropriate for preservation of Tenant's property and/or the facility including removal of Tenant's property to another location. Tenant shall hold Lessor harmless for all Lessors' actions in such an event.

24. UTILITIES: Lessor shall not be liable for loss or damage resulting from failure, interruption, or malfunction of the utilities, fixtures or any appliance provided by Tenant. Tenant shall not use devices to enable him to use electricity.

25. INDEMNITY: Tenant agrees to indemnify and hold Lessor harmless from any and all costs, claims, fines, levies, suits, demands, losses, attorney's fees, causes of action, and other proceedings for any injury or death to persons or damages to or loss of property of Lessor or others arising directly or indirectly from this agreement, Tenants' use of the space or any activity conducted on or about the facility by Tenant, his agents, employees, invitees, or family.

26. ASSIGNMENT/ SUBLETTING: Tenant shall not sublet any portion of the space or assign this agreement.

27. CONDEMNATION: Tenant shall have no interest of any kind in any condemnation proceedings. All condemnation wards received for the facility shall be paid to Lessor for Lessor's sole benefit.

28. WARRANTIES: LESSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING EXPRESS OR IMPLIED WARRANTIES AND WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Tenant acknowledges that he has inspected the space and facility and that he has determined by such inspection that he has determined by such inspection that the space and facility are suitable for Tenant's purposes AS IS AND WITH ALL FAULTS. Tenant declares that he has not relied on any written or statements other than this agreement in deciding to enter into this agreement.

29. INSURANCE: Tenant shall store any property under this agreement at his own risk. Tenant agrees that Lessor is not responsible for damages to any property stored in the space or at the facility. At Tenant's sole expense, Tenant shall maintain an insurance policy for at least 100% of the replacement cost value on Tenant's stored property. The insurance policy shall be for the benefit of both Lessor and Tenant as insured parties and shall constitute the sole source of funds to pay for any loss or damage to the stored property.

TENANT AGREES TO OBTAIN HIS OWN INSURANCE COVERAGE AT HIS OWN EXPENSE. (tenants initials)

Tenant agrees to hold Lessor harmless for any loss or damage to the property or person of Tenant and Tenant's invitees, family, employee, agents, and servants initiated by any cause including fire, smoke, water, rain, tornado, hurricane, theft, vandalism, explosion, rodents, acts or God, war or insurrection, injunction, riot, court order, active or passive negligence of Lessor or Lessor's agents, or any other cause whatsoever. Lessor shall in no event assume duties of care, custody, control, possession or dominion over Tenant's property and will not provide protection for the facility, the space or Tenant's property. Tenant agrees to take full responsibility to protect and safeguard his property.

30. SUBROGATION: Tenant agrees that the insurer of Tenant's property shall not be subrogated to any claim that Tenant may have against Lessor, his agents or employee.

31. SUBORDINATION: Tenant accepts this agreement subject and subordinate to any and all mortgages, leases, or liens in existence at the time of execution of this agreement or subsequently amendment, renewed or extended, or which may hereafter exist. Tenant grants Lessor the authority to take any action to subordinate this agreement to any mortgage, lease, or other lien hereafter placed on any part of execute and deliver any document(s) which may be necessary to evidence such attornment.

32. SEVERABILITY/ WAIVER: If any term covenant or condition of this agreement is held by court of competent jurisdiction is invalid or unenforceable, the remaining provisions shall continue in full force and effort and shall in no way be effected, impaired, or invalidated. No waiver by Lessor, it's agents, employees, or representatives, of any breach or default of any covenant or condition of this agreement shall constitute a waiver of any subsequent breach or default.

33. SUCCESSORS: This agreement shall inure to the benefit of the successors and heirs, assigns and representatives of the parties hereto.

34. PREVAILING LAW: This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

35. HEADINGS: Headings are used for the convenience of the reader and shall not be used in construing this agreement.

36. RULES AND REGULATIONS: Lessor has posted at the facility certain rules and regulations for the use of the space and facility which rules and regulations hereby incorporated into this agreement and fully made a part hereof by this reference. Lessor may at any time amend any of the rules and regulations in such amendments shall be incorporated and made apart of this agreement immediately upon posting.

37. CHANGE OF TERMS: Except as is provided in paragraph 36 above, terms of this agreement are subject to change by Lessor upon ten (10) days written notice. Notice of change of terms shall be effective upon personal delivery or the mailing of such notice to Tenant and Tenant's last known address, by regular U.S. Mail.

38. ENTIRE AGREEMENT: This agreement constitutes the sole and entire agreement between the parties relating to the rights granted and the obligations assumed. This agreement may be modified only as provided herein. Any additional oral representatives shall be of no force or effort. Except as provided herein, employees of Lessor are not authorized to alter any terms, covenants or conditions of this agreement.

No other conditions or marginal notations to this agreement shall be effective.

WESTERN RESERVE MINI STORAGE

P.O. Box 5129
Mentor, OH 44061-5129

SPACE NO. _____ SIZE _____ RENT \$ _____ GATE CODE _____ #

DUE ON THE FIRST DAY OF EACH MONTH. SERVICE CHARGE OF \$15 ACCURES ON THE 6th DAY AFTER RENT IS DUE. RETURNED CHECK CHARGES OF \$29

TENANT NOTICE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT COMPLETELY AND FULLY UNDERSTAND THE TERMS, COVENANTS AND CONDITIONS. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS, COVENANTS, AND CONDITIONS CONTAINED IN THIS AGREEMENT WHICH CONSISTS OF FRONT AND BACK PAGES AND HAVE NOT RELIED UPON ANY ADVERTISEMENT RENDERING INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

Tenant's Initials _____

Please print the information below

Tenants Name _____
(Last) (First) (Middle)

Street Address _____ City _____ State _____ Zip _____

Email address: _____

PHONE: Home/Bus. _____ Cell _____

Driver's License No. _____ State _____ SS # _____

Additional Contact Person _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

I WARRANT THAT ALL INFORMATION GIVEN IN THIS AGREEMENT IS CORRECT AND COMPLETE AT THE TIME OF EXECUTION

EXECUTED this _____ day of _____, 20_____, at Geauga County, Ohio

Lessor's Authorized Agent

Tenant's Signature

Amount Paid \$ _____ Check # _____

Credit Card # _____ Exp. Date: ____/____/____ 3-digit Sec Code: _____

Would you like to set up an automatic credit card payment each month? _____

How did you find us? Drive-by: _____ Internet Search: _____ Yellow Pages: _____ Referral: _____