

9. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomsoever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the self-service storage facility during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation, attorneys fees) or obligation on account of arising out of any such injuries or losses however occurring, and OCCUPANT agrees that OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.

OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of personal property stored within the premises. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored personal property. Customer Storage Insurance is available for optional purchase. A brochure is available in the rental office.

insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his personal property against all perils of whatsoever nature. OWNER shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT'S invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, rising water, flooding, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. It is specifically understood and agreed that OWNER need not be concerned with the kind, quantity, or value of personal property or other goods stored by OCCUPANT.

10. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, rising water, flooding, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.

11. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.

12. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges that OWNER does not take care, custody, control, possession or dominion over the personal property stored within the self-service storage facility and does not agree to provide protection for the facility, the premises or the contents contained therein. OCCUPANT must take whatever steps he deems necessary to safeguard personal property stored within the premises. OCCUPANT assumes full responsibility for who has access and/or key(s) to the self-service storage facility and the premises therein.

13. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental of the premises or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the self-service storage facility.

14. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive its rights and the rights of its insurance company for any claim for loss or damages against the OWNER.

15. **COMPLIANCE WITH LAW:** OCCUPANT shall not store within the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other governmental or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.

16. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. The OCCUPANT will not use the premises as a residence. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees that the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.

17. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the premises, whether to the interior or exterior of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible.

OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the self-service storage facility by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the self-service storage facility, or if the premises become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the lease term and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the self-service storage facility and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the self-service storage facility to the condition existing prior to the presence of such hazardous substance.

18. **LOCKING DEVICE:** OCCUPANT shall provide at all time, at OCCUPANT'S own expense, a suitable locking device to secure his personal property that in OCCUPANT'S sole discretion deems sufficient to secure the premises. Although there may be a place on the door of premises for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any governmental authority, to remove such locking device by cutting or any other means. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry and or access. Also, in the event any governmental agency or authority should demand access to the premises, for any reason, OWNER will properly notify OCCUPANT in writing to OCCUPANT'S last known address. If OWNER or any authorized governmental agency removes OCCUPANT'S locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S overflow until the OCCUPANT can inspect premises and provide a new locking device. The OWNER or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency, and OWNER'S overflow remains on the premises, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the premises.

19. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains in or around the OCCUPANT'S premises or within the self-service storage facility after the expiration or termination of this agreement shall be deemed abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as its personal property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the personal property abandoned if the OCCUPANT removes the locking device from the premises. By contract the OCCUPANT is required to utilize a locking device at all times. If said abandoned personal property or any part thereof is sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled. If the OWNER deems the personal property to have no saleable value, the OWNER may dispose of the personal property at OCCUPANT'S expense.

20. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representative of any authorized governmental authority, including police and fire officials, access to the premises upon (3) days advanced written notice to the OCCUPANT. In the event of any emergency, OWNER, OWNER'S agents or representative of any authorized governmental authority shall have the right to enter the premises to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce the OWNER'S rights. OWNER shall promptly notify OCCUPANT by certified mail, either before or after entry, so that OCCUPANT can inspect and provide a new locking device to secure the premises.

21. **SALE OF CONTENTS:** In the event of default in the payment of rent by the OCCUPANT the OWNER'S claim of lien shall be enforced in accordance with the Alabama Self-Service Storage Act and any other applicable Alabama Law.

22. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and OCCUPANT hereby acknowledges, as provided in article 8 on the reverse side, the OCCUPANT has inspected the premises and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the premises or of any property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.

23. **ACCEPTANCE OF PAYMENT OF RENT:** The OWNER has the right to reject or accept any partial payment of rent. OWNER may accept a partial rent payment, while the OCCUPANT is in default however, the OCCUPANT'S status will remain as in default from the date the payment was due, and such payment will not constitute a waiver of OWNER'S rights to proceed with foreclosure and sale of the stored personal property as provided by Law. The OWNER reserves the right to require that any past due payment be made in cash, cashier's check, or money order or credit card.

24. **SPACE SIZE:** OCCUPANT understands that advertised sizes are approximate and for comparison purposes only. The rented/leased premises may be smaller or larger than advertised. The premises is not rented by the square foot, and rent is not based on square-foot measurements.

25. **ACCESS CONTROL MEASURES:** This self-service storage facility utilizes various access control measures designed to deter unauthorized access to the self-service storage facility. However, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.

26. **CLIMATE CONTROL SYSTEMS:** OWNER cannot guarantee the proper operation of climate-controlled equipment at all times. As a result, the OWNER is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of climate control equipment.

27. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void.

28. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

29. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy and this petition is granted to the OCCUPANT, or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the premises is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.

30. **ATTORNEY'S FEES AND COSTS:** In the event any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses.

31. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.

32. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.

33. **CONSTRUCTION:** This agreement has been reviewed and negotiated and its terms and provisions explained to OCCUPANT. Accordingly, this agreement shall not be construed for or against either OWNER or OCCUPANT.

34. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.

35. **NOTICES:** OCCUPANT agrees to give prompt written notice to OWNER of any change in OCCUPANT'S address and any change in the liens and secured interests on OCCUPANT'S personal property stored within the premises. Said written notice shall be personally delivered to OWNER'S representative at OWNER'S office or by mailing the notice by certified mail, return receipt requested, with postage prepaid to the OWNER to the mailing address given at the top of this Agreement on the reverse side.

36. **ELECTRICITY:** In the event there is an electrical outlet within the premises for the purpose of providing a light or for plugging in an electrical appliance, the OCCUPANT is cautioned that the power to the electrical circuit may be turned on or off at the option of the OWNER. Accordingly, the OCCUPANT is required to turn off all lights and disconnect any powered appliances before leaving the premises. If continuous and/or intermittent electric service is desired and is available, special arrangements must be made with the OWNER for its use. If such an arrangement is made, the OWNER assumes no liability resulting from a power failure, regardless of the nature or cause.

37. **VALUE LIMIT:** OCCUPANT agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees that the maximum liability of OWNER to OCCUPANT 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 a storage space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S property, regardless of cause.

38. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.