

A PLUS SELF STORAGE OF LAWRENCE, LLP
51 South Canal Street, Lawrence, MA 01843 Phone 978-794-9854
MONTHLY RENTAL AGREEMENT

MANDATORY NOTICES: THE MASSACHUSETTS SELF-SERVICE STORAGE FACILITY ACT GIVES THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY A LIEN ON OCCUPANT'S PROPERTY STORED IN THE LEASED SPACE "FOR RENT, LABOR, INSURANCE OR OTHER CHARGES IN RELATIONSHIP TO THE PROPERTY AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PROPERTY OR REASONABLY INCURRED IN ITS SALE PURSUANT TO THE ACT." PROPERTY STORED IN THE LEASED SPACE, IS NOT INSURED BY THE OPERATOR AGAINST LOSS OR DAMAGE. OCCUPANT'S PROPERTY MAY BE SOLD TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT.

MASSACHUSETTS LAW PROHIBITS OCCUPANT FROM USING THE LEASED SPACE FOR RESIDENTIAL PURPOSES.

Name: (the "Occupant") Home Phone:
Social Security #: DOB: Cell Phone:
Drivers License #: Work Phone:
E-Mail: Address:
City/State/Zip:
Employer: Work Address:

Are you a member of the Military? [ ] Yes [ ] No If YES: Branch:
Commanding Officer Name: Phone No.:

Unit No. ("Leased Space") Approximate Size: x Access Code:
Renewal Date: of the Month Monthly Rent: \$ Refundable Cleaning Deposit: \$20.00
Administration Fee: \$15.00 Lock Fee: \$ Total Amount Paid at Signing: \$
Includes pre-payment of Rent in the amount of \$ Declined Payment Fee of \$30.00 will be charged.
Emergency/Alternate Contact Information: Name:
Address Relationship:
Telephone No.: Cell No.:

Operator may contact such emergency/alternate contact person(s) in event of casualty (fire, accident or damage, etc.), or other emergency, or if Operator is unable to reach Occupant. Unless Occupant refuses consent by marking this box [ ] , Operator may at Operator's option allow such person(s) or Occupant's brother, sister, spouse, parent, or child over 18 to have access to the Leased Space if such person signs an affidavit that Occupant is deceased, incarcerated, permanently missing or permanently incapacitated.

List all lienholders or secured parties who have an interest in any of the Personal Property Occupant is storing at the facility and the property to which said lienholder or secured party has an interest:

Table with 4 columns: Lienholder, Lienholder Address, Property, Amount. Includes a dollar sign at the end of the row.

CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES: Occupant provides Operator the following credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to as described below:

Name on card Expiration Security Code
Credit/Debit Card Number: Type of Card (Visa/MC/etc.)
Credit/Debit Card Address:

Occupant has authorized Operator to automatically charge or debit the above-referenced charge or credit/debt card (which is owned by the Occupant) on the Renewal Date of each month, or as soon as reasonably practicable thereafter, in the amount stated in the Summary portion of this Rental Agreement, as Rent for each and every month Occupant occupies the Leased Space. This authorization shall continue for any extensions or renewals hereof, including any increases in Rent and other charges assessed to the Occupant, when properly noticed to the Occupant, as provided in the Rental Agreement; or

In the event Occupant terminates this Rental Agreement owing any Rent or other charges due to Operator, Operator may charge/debit Occupant's credit/debit card any sum due and owing upon termination of the credit/debit card authorization, including but not exclusively, damages to the Leased Space or Facility, outstanding Rent due, any other default charges, clean up charges, dumpster charges, and any other sums due and owing at the termination of the Rental Agreement. The authorization to charge/debit Rent or other charges shall survive the termination of authorization to charge/debit to the debit/credit card if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement.

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.

Operator: A PLUS SELF STORAGE OF LAWRENCE, LLP d/b/a A PLUS SELF STORAGE
Occupant:
BY: Printed Name:
ITS: Authorized Agent DATE: Date Signed:

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**MASSACHUSETTS LAW PROHIBITS OCCUPANT FROM USING THE LEASED SPACE FOR RESIDENTIAL PURPOSES.**

**Operator leases to Occupant and Occupant accepts the above Leased Space on the following Terms and Conditions**

**1. TERM:** This Rental Agreement for the lease of self-service storage space (the "Leased Space") from "Operator" at A PLUS SELF STORAGE OF LAWRENCE LLP., d/b/a A Plus Self Storage (the "Facility"). The term of this tenancy shall be on a month-to-month basis and shall automatically renew for successive one month periods on the same day of each month that this Rental Agreement was executed, defined above as the Renewal Date, unless otherwise terminated. A one (1) month minimum Rental is required.

**2. THE LEASED SPACE:** The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Occupant is Renting the Leased Space by the space not by the square foot although square feet may have been used to assess the need for space with Occupant.

**3. RENT:** Rent shall be in the amount stated above, Rent is due on the Renewal Date and payable monthly to Operator in advance, without demand. Operator reserves the right to require that Rent and other charges be paid in cash, certified check, or money order. Operator may change the Rent or other charges by giving Occupant thirty (30) days advanced written notice at the address stated in this Agreement. The new Rent or other charges shall become effective on the date the next month's Rent is due. If Occupant has made advance Rent payments, the new Rent will be charged against such payments. Rent is non-refundable.

**4. ADMINISTRATION FEE:** Contemporaneously with the execution of the Rental Agreement Occupant has paid to Operator a non-refundable Administration Fee in the amount listed 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. REFUNDABLE CLEANING FEE DEPOSIT:** Operator acknowledges receipt of the Refundable Cleaning Fee Deposit specified above which shall secure Occupant's performance of all terms of this Rental Agreement. Occupant agrees that Operator need not segregate the Refundable Cleaning Fee Deposit from other funds and that no interest will be due Occupant for the period during which the Refundable Cleaning Fee Deposit is held. The Refundable Cleaning Fee shall be returned to Occupant within thirty (30) days of termination, if Occupant gives proper notice as described herein, less all charges for cleaning, repairing or otherwise preparing the Leased Space for rental to others. Operator may also deduct from the Cleaning Deposit any unpaid Rent, damages, charges, cost or expenses due to Operator.

**6. COLLECTION CHARGES AND OTHER FEES:** Occupant is in Default if Rent is not paid by the Renewal Date of each month, and any Rent accepted thereafter shall be at the sole discretion of the Operator. Occupant shall be responsible for the following fees and costs in the event of Default ("Additional Rent"):

|  |          |
|--|----------|
| Late Fee (if Rent is not paid within 5 days of the Renewal Date) | \$ 10.00 |
| Written Late Notice (if sent 15 days after Renewal Date)         | \$ 10.00 |
| Default/Intent to Sell Notice (25 days after the Renewal Date)   | \$ 10.00 |
| Sale Advertisement Fee (40 after the Renewal Date)               | \$ 65.00 |
| NSF Returned Check Fee   | \$ 30.00 |
| Lock Cut Fee (due to Occupant's request)                         | \$ 15.00 |

Further Occupant shall be responsible to Operator for any fees and costs (including reasonable attorney fees) incurred in the collection of any amounts owed by Occupant as permitted under this Rental Agreement or by law. For the purpose of calculating time, any payment or notice not received in the office by the office closing time, as may from time to time be changed, shall be deemed received the next business day.

**7. TERMINATION:** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full and Occupant notifies Operator of its vacating of the Leased Space at least thirty (30) days before the Renewal Date (30 days before the Renewal Date). Operator may terminate this Rental Agreement by giving Occupant thirty (30) days written notice prior to the end of the term or any renewal term. Leased Space shall be left broom clean, free of trash and Occupant shall remove all stored property (or additional Rent may accrue) and the Occupant's lock must be removed. Occupant shall fully vacate by the date stated in Occupant's or Operator's Notice. Occupant is responsible to Operator for a Twenty-Five Dollar (\$25.00) per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees if Operator must remove property and/or clean the Leased Space.

**8. USE OF LEASED SPACE AND PROHIBITED STORAGE; LIMITATION ON VALUE OF STORED PROPERTY:**

The Leased Space shall be used and occupied only for the storing of personal property owned by Occupant. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Leased Space for the use or storage of any animals; food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances as defined herein; noxious smelling items, contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not engage in any activity in the Leased Space which produces such prohibited materials. Occupant shall not use the Leased Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Leased Space and in such case shall store the property with no more than one quarter (1/4) tank of gas and a drip pan or absorbent pad designed to absorb petroleum products under the property to retain any leaking fluids. No propane or empty propane canisters may be stored in the Leased Space. No gas canisters shall be stored in the Leased Space. A Vehicle Storage Addendum must be completed and executed by Operator for any "titled" vehicle stored in the Leased Space.

**Occupant shall not reside or sleep in the Leased Space, nor shall animals be permitted to be stored in the Leased Space.**

**Occupant agrees not to store property in the Leased Space with a total value in excess of \$2,500.00 without the prior written permission of the Operator. If such written permission is not obtained, the value of property shall be deemed not to exceed \$2,500.00. The Leased Space is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant.** By this Rental Agreement, Operator is generally not liable for the loss of Occupant's property. In the event any competent court of law adjudicates Operator liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Occupant's property has any value whatsoever.

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Notwithstanding anything in this Rental Agreement, in no event will Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of One Thousand Dollars (\$1,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Operator or Operator's agents. Occupant will not sue Operator or Operator's agents with respect to any claim, cause or action, loss or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. Occupant understands that this release of Operator's liability is a bargained for condition of this Rental Agreement and Operator's consent to enter into this Rental Agreement and that if Operator were not released from the liability as set forth in this Provision, a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement.

**9. ACCESS:** Occupant's access to the Leased Space and the Facility may be conditioned in any manner deemed necessary by Operator, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, requiring verification of Occupant's identity, refusing entry to the Facility or to Occupant's Leased Space by anyone other than Occupant, and inspecting vehicles that enter the Facility, to maintain order on the Facility. Operator may change the times and methods of access to the Facility with thirty (30) days written notice posted at Operator's office at the Facility or mailed to Occupant. In the event of an emergency at or around the Facility, Operator may require Occupant enter only when escorted by Operator's employees or agents. Operator shall not be liable to Occupant for Occupant's or his/her invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason.

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

**11. INSURANCE AND SECURITY TYPE SYSTEMS:** Occupant agrees, at his/her sole expense, to maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property on all Property stored in the Leased Space against all perils, without exception. Insurance on Occupant's property is a material condition of this Agreement and for the benefit of both Occupant and Operator. Failure to carry the required insurance is breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, its employees, their agents, successors, and assigns for loss of or damage to stored property. Occupant's failure to maintain such insurance shall mean that Occupant shall assume all risk of loss or damage that would have been covered by such insurance.

Operator employs certain measures to protect Operator's property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her stored property. These systems include an electric gate, video cameras, and, door alarms, however, Occupant acknowledges that these measures are for the protection of the Facility as a whole and not the individual Leased Space, that video cameras and any alarms are not monitored, and that these systems may not operate properly in the event of a mechanical, electrical failure or software failure. Further, video cameras may not be recorded or may not be recorded at all times.

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

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, 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.

**13. LOCKED SPACE; ABANDONMENT:** Occupant is required to keep the Leased Space locked using one lock. Operator will not retain a key to any lock. Operator has provided Occupant a locking system. Occupant has inspected the locking system, understands how it works and deems it sufficient to secure the Leased Space. Any person with a key to Occupant's Leased Space is presumed to be authorized by Occupant to have access to the storage space and its contents. If the Leased Space is found open or if a lock is removed for an inventory or sale, Operator may, but is not required to, lock the Leased Space at Occupant's expense and in such event shall be subject to a locking/deactivation fee. All Personal Property stored by Occupant within the Leased Space shall be at Occupant's sole risk. If the Leased Space is not locked, Operator may consider the Leased Space abandoned and sell or dispose of any or all Personal Property in the Leased Space. Operator assumes no responsibility for any loss, damage or casualty, however caused, to such Personal Property.

**14. RELEASE OF OPERATOR'S LIABILITY FOR PROPERTY DAMAGE:** Occupant releases Operator, its employees, their agents, successors, and assigns from any and all liability for property damage or loss of property; for damage or loss from, as examples, including but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Operator, its employees, or agents.

**15. RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY:** Occupant further releases Operator, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees, as result of Occupant's use of the Leased Space or the self storage Facility, even if such injury is caused by the active or passive acts or omissions of the Operator, Operator's agents or employees.

**16. INDEMNIFICATION; SUBROGATION:** Occupant agrees to have its insurer waive any right of subrogation of any claim of Occupant against Operator, its employees, or agents. Occupant agrees to indemnify, defend and hold Operator harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, or damages to Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant. Occupant understands that this Release of Operator's liability is a bargained for condition of this Rental Agreement and Operator's consent to enter into this Rental Agreement, and that if Operator were not released from the liability as set forth herein, a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement. Occupant shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision.

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**17. OPERATOR MAY ENTER:** Operator, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Leased Space, without notice to Occupant, to take such action as may be necessary to preserve Operator's property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, or subpoena or to enforce any of Operator's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other property or chattels stored at the Facility. Operator shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Leased Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Operator's property (the "Work"). Operator will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Operator access, Operator may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality. Occupant may obtain keys to the replacement lock from Operator's office during Office Hours.

**18. RESPONSIBILITY TO INSPECT LEASED SPACE:** Occupant shall immediately notify Operator should Occupant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Occupant's Leased Space or emanating or spreading from or through any other Leased Space. Upon receipt of such notification, or should Operator become aware of such conditions, Operator may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Leased Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Leased Space or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Operator in addressing such conditions shall be paid by Occupant on demand or shall become Additional Rent.

**19. HEATED SPACE:** Massachusetts law does not define the term "heated." This provision seeks to define Operator's responsibilities and obligations regarding heated space. It is agreed that Operator shall use all reasonable efforts to maintain a temperature in the building containing the Leased Space by heating the building, to forty degrees (40°) in the Winter. Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure of the heating systems, 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 minimum and Occupant understands that heating systems and their power systems are not redundant. Further, the temperature in the building containing the Leased Space may vary from the temperature of the Leased Space. Occupant agrees to release Operator from any and all liability arising from any such failure of the heating system which occurs as a result of a failure outside of Operator's direct control.

**20. MOLD:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property, even in a heated Leased Space. Operator does not warrant the Leased Space to be water-tight or dry. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's property. To help avoid mold, Operator recommends storing property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any stored property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Leased Space even if Operator controls humidity in the Leased Space. Operator recommends periodically inspecting the Leased Space and the property and taking any and all actions necessary to protect Occupant's property.

**21. OPERATOR'S LIEN:** Pursuant to Massachusetts Self-Service Storage Act §105A-1 et seq., upon Occupant's storage of Personal Property in the Leased Space, Operator has a lien against Occupant on Personal Property stored in the Leased Space for: (i) Rent, labor, insurance, or other charges in relationship to the Stored Property; and (ii) for the expenses necessary for the preservation of the Stored Property or reasonably incurred in its sale pursuant to the Statute. Operator can enforce its lien if Occupant is in Default for fifteen (15) days.

**22. DEFAULTS; OPERATOR REMEDIES:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Operator in addition to such other rights it may have under this Rental Agreement shall have the right to terminate this Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Operator for cause, if Occupant is in default for fourteen (14) days Operator may: (i) overlock the Leased Space to prevent Occupant's access until all amounts outstanding are paid in full; (ii) remove Occupant's lock and access the Leased Space; (iii) sell the Personal Property stored in the Leased Space as permitted by law; or (iv) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant.

THE METHOD OF THE ENFORCEMENT OF OPERATOR'S LIEN SHALL BE BY SALE OR OTHER DISPOSITION PURSUANT TO THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS INCLUDING BUT NOT LIMITED TO M.G. L.c. 105A and 255, 26, in addition to any liens and remedies provided by law to secure and collect Rent and cumulative therewith. SALE PROCEEDS: If such personal property (or any part thereof) shall be sold, Operator shall receive the proceeds of such sale and apply and distribute the same pursuant to the laws of the Commonwealth of Massachusetts. Operator expressly reserves the right to dispose of property that appears to be of little or no value, at his sole judgment. Occupant shall reimburse Operator for any costs of disposal.

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

**23. NOTICES:** Except as otherwise required by law, all notices under this Rental Agreement from Operator to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing. All notices from Occupant to Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the address of the Facility listed on the first page of this Rental Agreement. **Occupant is responsible for notifying Operator in writing, via certified mail return receipt requested, or in person at the office address listed on this Rental Agreement on a form prescribed by Operator of any change in Occupant's address or of intent to vacate at the end of the term. Occupant will receive notices from Operator at the last known address to Operator. It is important that Occupant keep Operator apprised of any change in address so that Occupant receives all necessary notices.**

**24. ASSIGNMENT AND SUBLETTING:** Occupant may not assign its rights under this Rental Agreement or sublet the space without the prior written consent of Operator. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**25. PARTIAL PAYMENTS OR PAYMENT IN THE EVENT OF DEFAULT:** Partial payments shall not be accepted.

**26. GOVERNING LAW; JURY TRIAL; SEVERABILITY:** This Rental Agreement shall be governed by the laws of the

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Commonwealth of Massachusetts without regard to its conflict of laws provisions. Operator and Occupant 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 property damage. Operator and Occupant further agree that the federal or state courts in Essex County, Massachusetts shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

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

**28. 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 Occupant and Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of Operator.

**29. 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.

**20. OPERATOR'S EMPLOYEES:** In the event Occupant requests any of Operator's employees to perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Operator for any loss, charge or injury Occupant may suffer related to the use of Operator's employees.

**31. OCCUPANT'S WARRANTY OF INFORMATION:** Occupant 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.

**32. OCCUPANT'S ACCEPTANCE OF LEASED SPACE "AS IS":** Occupant inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Occupant Rents such Leased Space **and accepts the same "as is."** Operator makes no express warranties. Operator disclaims and Occupant 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. Occupant acknowledges that Operator's Agents have no authority to make warranties, express or implied.

**33. PEST CONTROL:** Occupant is advised that Operator may use chemicals at the Facility including around the Leased Space, for pest control. For this reason, no pets are allowed.

**34. PERMISSION TO CALL, FAX, AND/OR E-MAIL:** Occupant recognizes Operator and Occupant are entering into a business relationship at the Facility. As such, to the extent any Federal or State law prohibits Operator from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Operator phoning, faxing, and e-mailing Occupant and that these conditions are related to the business relationship.

**35. ELECTRICITY:** Use of electricity is strictly reserved to Operator at all times.

**36. SUCCESSION:** All provisions of this Rental Agreement shall apply to and be binding upon all successor in interest, assigns, or representatives of the parties hereto.

**37. VALIDITY:** If any part of this Rental Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this Rental Agreement will be valid and enforceable.

**38. NO BAILMENT:** Operator is not engaged in the business of storing goods for hire and no bailment is created under this Rental Agreement. Operator exercises neither care, custody, nor control over Occupant's stored property. Operator is not a warehouseman.

**39. RULES AND REGULATIONS:** Operator shall have the right to establish and to promulgate Rules and Regulations for the safety, care and cleanliness of the storage space or the preservation of good order on this Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect by Operator from time to time. 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 thirty (30) 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 occupants and are made for the appropriate and efficient operation of the Facility.