



OCCUPANCY AGREEMENT

City Space Self Storage
1335 Main Street
Buffalo, NY 14209

Phone
Email

Occupant Name:

Occupant Address:

Occupant Telephone:

Occupant Email Address:

Government Issued ID:

State of Issuance:

Expiration:

Space Number-

Approximate Size-

Date Occupancy Agreement signed (“Effective Date”): _____

Monthly Occupancy Charge Due Date: _____ of Each Calendar Month

All goods will be stored at Facility Address: 1335 Main Street, Buffalo NY 14209

NOTICE: YOU MAY CHOOSE TO BE CONTACTED FOR LEGAL MATTERS RELATED TO LATE OR LIEN NOTICES, VIA ELECTRONIC MAIL BY PROVIDING YOUR ELECTRONIC MAIL ADDRESS IN AT LEAST TWO LOCATIONS WITHIN THE OCCUPANCY AGREEMENT.

_____ BY INITIALING HERE, OCCUPANT CHOOSES TO BE CONTACTED BY ELECTRONIC MAIL.

To the fullest extent permitted by law, Occupant expressly consents to Owner/Manager contacting Occupant via phone, e-mail, or text messaging purposes relevant to Occupant’s account or services related to Owner/Manager’s business. Occupant should review Occupant’s phone/text plan with its servicer to see if text message fees or data service rates apply and Occupant agrees to accept such charges if applicable or may opt-out if desired.

ADDITIONAL PERSON WHO MAY HAVE ACCESS TO OCCUPANT'S SPACE (Occupant to provide named person with key). If named here or if Occupant provides a key and a gate code to any person, that person shall be presumed to have Occupant's permission to enter the facility and Occupant's Space. The Owner/Manager has no duty or obligation to permit entry to any person authorized by Occupant to access Occupant's Space. (Owner/Manager may contact such person in the event of fire, break-in, Occupant's unavailability due to accident, illness, hospitalization, arrest, unpaid Occupancy Charge, etc.):

Name:
Address:
Phone No:

Contents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Household Goods/Furniture | <input type="checkbox"/> Office Furn/Machines/Equip. | <input type="checkbox"/> Vehicle/Boat/Trailer |
| <input type="checkbox"/> TV/Stereo Equipment | <input type="checkbox"/> Landscaping/Construction Equip. | <input type="checkbox"/> Acct. Records/Sales |
- Samples
- | | |
|---|---------------------------------|
| <input type="checkbox"/> Tools/Appliances | <input type="checkbox"/> Other: |
|---|---------------------------------|

Occupant represents that they own or have legal possession of the personal property in Space. Occupant attests that all the personal property in Space is free and clear of all liens and secured interests EXCEPT for items listed below:

Property Description:
Lienholder:
Address of Lienholder:

- 1. TERM:** This Occupancy Agreement (hereinafter called the "Occupancy Agreement") is entered into by and between City Space Self Storage and its agents (hereinafter called "Owner/Manager") and the above stated Occupant (hereinafter called "Occupant") as of the Effective Date stated above. Owner/Manager leases to Occupant and Occupant leases from Owner/Manager, the above identified Space or unit (hereinafter called "Space") located in Owner/Manager's self-storage facility (hereinafter called "Facility") as identified by Facility Address above all the terms, provisions and conditions set forth in this Occupancy Agreement. Said Space is to be occupied and used for the purposes specified herein beginning on above stated date and continuing month-to-month until terminated or revised. Owner/Manager reserves the right to revise the terms of this Occupancy Agreement, including any charges and fees, with 30 days advance written notice to Occupant (which if authorized herein, shall include by email notice)
- 2. FEES AND CHARGES:** The Occupant agrees to pay the fees and charges listed below, plus any applicable tax imposed by any taxing authority, and without deduction, prior notice, demand or billing statement. The Monthly Occupancy Charge and other charges stated in this Occupancy Agreement are the actual charges Occupant must pay. A current credit card must be kept in the Occupant's account and Occupant agrees Owner/Manager may charge the credit card on file for any and all fees and charges that may arise during Occupancy and or during the vacating process. Occupant must update credit card information with Owner/Manager as necessary.
 - A. Monthly Occupancy Charge:** Occupant shall pay Owner/Manager Monthly Occupancy Charge in the amount of _____ at the Owner/Manager's address set forth above. The initial Monthly Occupancy Charge

payment shall be paid on the Effective Date of this Occupancy Agreement. Subsequent Monthly Occupancy Charge payments are due on the Occupancy Due Date stated above for each calendar month. If the Occupant's Monthly Occupancy Charge Due Date is on the 29th, 30th, or 31st of a month, and a month does not include one of these days, the Monthly Occupancy Charge Due Date shall be the last day of that month. There will be no proration for the last month of occupancy.

- a. Monthly Occupancy Charge may be paid on Facility website www.cityspaceselfstorage.com with a credit card. Additionally, Monthly Occupancy Charge may be paid by check, money order, cashier's check, traveler's check, or by US Mail (no cash via US Mail), Occupant may also pay by credit card in person or over the phone.
 - b. Monthly Occupancy Charge may be paid with credit card via "Auto Pay" option by setting up an Auto Pay account with Owner/Manager in office or on Facility website www.ikonselfstorage.com. It is Occupant's sole responsibility to update Owner/Manager, in writing, of credit card changes, including but not limited to, expiration dates, billing address, new credit card numbers. Credit card changes can also be completed on Facility website. Occupancy can incur Late Fees (section 2E of this Occupancy Agreement) regardless of Auto Pay status.
 - c. Owner/Manager may require or prohibit payment by credit card, check, money order, cashier's check, traveler's check, or cash, at any time.
- B. Returned Check Fee:** If any of Occupant's checks are returned for any reason, Occupant shall pay Owner/Manager a service charge of \$35.00 for each returned check.
- C. Cleaning Charge:** If Occupant does not return the Space to Owner/Manager in "broom clean" condition and/or leaves personal items, rubbish, debris, etc. inside and/or outside of Space, Occupant shall pay Owner/Manager a minimum \$100.00 Cleaning Charge.
- D. Administration Fee:** Owner/Manager requires Occupant to pay a one-time Administration Fee of \$25.00 if reservation of Space is made through sparefoot.com or any of sparefoot.com affiliations.
- E. Late Fee:** If Occupant does not pay in full any Monthly Occupancy Charge before the closure of business within FIVE (5) days of when it becomes due, Occupant shall pay Owner/Manager a late charge of \$20.00
- F. Lien Sale Preparation Fee:** Occupant shall pay a \$115.00 lien sale preparation fee to Owner/Manager any time Occupant's account is in continuous default for a period of THIRTY-ONE (31) days.
- G. Collection Fees:** To the extent permitted by law, Owner/Manager may pursue civil remedies against Occupant for collection of past due amounts. Occupant shall be responsible for and agree to reimburse Owner/Manager for reasonable costs incurred by Owner/Manager in enforcing this Occupancy Agreement. Occupant agrees to reimburse Owner/Manager the fees of any collection agency, which will be added to the account at the time it is placed with an agency for collection and may be based on a percentage at a maximum of 32% of the debt, and all reasonable costs and expenses, including reasonable attorney's fees, incurred in such collection efforts.
- H. Other Charges:** Occupant shall pay for any and all repairs to the Space or Facility arising out of the negligence or willful misconduct of Occupant, its agents, employees, licensees, invitees, and/or contractors.
- I. Refunds:** A maximum 50% refund of Occupancy Charges may be issued within 3 days of fully executed Occupancy Agreement. No refunds issued on optional First Property Group Insurance. After 3 days of fully executed Occupancy agreement, no refund will be granted. No prorate on last month of occupancy.
3. **DEFAULT/OWNER'S LIEN:** If Occupant fails to pay Monthly Occupancy Charge or any part thereof or fails to fulfill any of the terms of this Agreement, Occupant will be considered in default and Owner/Manager may take any or all the following actions:

- A. Owner/Manager may terminate and/or not renew this Occupancy Agreement by giving written notice to Occupant not less than THIRTY (30) days in advance of the expiration of the term.
 - B. Occupant may be denied access to the Space and/or Facility if Occupant fails to pay Monthly Occupancy Charge by the fifth (5th) day after it becomes due.
 - C. If Occupant does not pay any Monthly Occupancy Charge before the close of business within FIVE (5) days of when it becomes due, Occupant shall pay a late charge of \$20.00 for each delinquent payment. Payments sent by US mail after close of business day on the fifth (5th) day shall be considered delinquent. Acceptance of a partial payment does not waive any of the Owner/Manager's rights under this Occupancy Agreement that they may have, including a foreclosure sale.
 - D. Owner/Manager's overlock will not be removed until all sums are paid in full. Owner/Manager is not required to accept partial payment(s) from Occupant. Acceptance of partial payment(s) does not waive Owner/Manager's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting) done prior to partial payment. Owner/Manager's overlock will be removed within one (1) business day of all sums paid in full.
 - E. OWNER/MANAGER, UNDER THE NEW YORK LIEN LAW §182, HAS LIEN UPON ALL PERSONAL PROPERTY STORED BY THE OCCUPANT AT THIS FACILITY. If Occupant remains delinquent after thirty-one (31) days or thereafter, Owner/Manager may enforce its lien by selling the personal property stored in the Space for: Occupancy Charges, Late Fees, labor, damages, Cleaning Charges, Fees for Checks Returned to Owner/Manager, postage amounts for mail sent by U.S. Postal Service providing notification of Late Fees and auctions, expenses necessary for the preservation of the personal property stored at the Facility, and the expenses incurred in the sale or other disposition of said personal property pursuant to law. Owner/Manager may drill out the lock on Occupant's Space and may remove, sell or dispose of any and all personal property located within said Spaces pursuant to New York Law. Owner/Manager shall be liable to Occupant only in the amount of money received by Owner/Manager at any sale of such property. Occupant agrees that any money received by Owner at such sale shall be used first to satisfy fully Owner's lien. Occupant shall pay a Lien Sale Preparation Fee of \$115.00 after THIRTY-ONE (31) days whether or not the sale occurs.
 - F. In the event an Occupant's auction of his/her Space has opened for bidding on storagetresures.com and such auction is canceled because the Occupant settles his/her outstanding balance with Owner/Manager, storagetresures.com shall levy on Occupant a \$25.00 auction cancellation fee per canceled Space.
4. **INSURANCE:** ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. As a condition of leasing the Space, and at Occupant's expense, Occupant must provide proof of insurance protecting the personal property stored within the Space against fire, burglary and/or other damage.
- A. Occupant has the opportunity to purchase insurance under the Property First Group LP (the " "). The insurance is provided under a Master Policy issued to the Owner/Manager of this facility by an insurer authorized to write insurance in this state. Owner/Manager's affiliate reinsures the risk under the Bader Program and Owner/Manager may benefit financially from Occupant's purchase of this insurance.
 - B. Occupant further acknowledges that:
 - a. offers coverage up to \$5,000.00
 - b. If you choose to purchase insurance under the , you will be provided with evidence of coverage by Bader.
 - c. Your coverage may be cancelled within 30 days upon written notice to .
 - d. The purchase of insurance under the is not required in order to rent storage space and Occupant may instead provide the Owner/Manager or its agents with proof of suitable coverage as required under this Occupancy Agreement through renter's, homeowner's, business, or other source of coverage.

- e. The insurance provided under the _____ may duplicate, in whole or in part, coverage already provided by another policy. The Owner/Manager and its employees are not qualified or authorized to evaluate the adequacy of Occupant's existing insurance coverage. The actual amount paid in the event of loss or damage under any insurance will be determined under the terms of the insurance policy.

RELEASE OF OWNER/MANAGER'S LIABILITY FOR PROPERTY DAMAGE: TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PERSONAL PROPERTY STORED WITHIN OR UPON THE SPACE BY OCCUPANT SHALL BE AT OCCUPANT'S SOLE RISK. OWNER/MANAGER AND OWNER/MANAGER'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY PERSONAL PROPERTY IN THE SPACE OR AT THE FACILITY ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BURGLARY, MYSTERIOUS DISAPPEARANCE, FIRE, WATER DAMAGE, MOLD, RODENTS, PESTS, ACTS OF GOD, OR THE MALFUNCTION OF ANY TYPE OF UTILITY, APPLIANCE, FIXTURE OR CLIMATE CONTROL SYSTEM, WHETHER OR NOT INSTALLED BY OWNER/MANAGER, OWNER/MANAGER'S AGENTS OR EMPLOYEES.

RELEASE OF OWNER/MANAGER'S LIABILITY FOR BODILY INJURY: TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER/MANAGER, OWNER/MANAGER'S AGENTS AND EMPLOYEES SHALL NOT BE LIABLE TO OCCUPANT AND/OR OCCUPANT'S GUESTS, INVITEES, FAMILY, EMPLOYEES OR AGENTS FOR INJURY OR DEATH AS A RESULT OF OCCUPANT'S USE OF THE SPACE OR THE FACILITY OR WHILE ON OR ABOUT THE FACILITY, EVEN IF SUCH INJURY IS CAUSED BY THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER/MANAGER, OWNER/MANAGER'S AGENTS OR EMPLOYEES.

_____ BY INITIALING HERE, OCCUPANT ACKNOWLEDGES HAVING READ AND FULLY UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS SECTION 4 AND AGREES TO OBSERVE AND BE BOUND BY THEM.

5. **THIRD PARTY INTEREST:** Occupant will store only personal property that Occupant owns and will not store personal property that is claimed by another person or in which another person has an interest except for such property subject to lien or security interest specifically listed by Occupant. Occupancy certifies it has furnished Owner/Manager with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property store in the Space. Occupant shall indemnify and hold Owner/Manager and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Owner/Manager of items of personal property stored in the Space leased by Occupant in which third parties hold a lien or have any legal interest whatsoever.
6. **LIMITATION OF VALUE:** To the fullest extent permitted by applicable law, Occupant agrees that there shall be no liability of Owner/Manager for Occupant for any claim or suit by Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of the storage Space. Occupant agrees not to store property with a total value in excess of \$2,500.00. Nothing herein shall constitute any agreement or admission by Owner/Manager that Occupant's stored property has any value, nor shall anything alter the release of Owner/Manager's liability set forth herein. If Owner/Manager is found liable for damages to an Occupant's personal property caused by Owner/Manager, said liability shall not exceed \$2,500.00
7. **ABANDONMENT:** Occupant has "abandoned" the Space in the event of any of the subsections (i), (ii) or (iii): (i) if ALL of the following occur: (a) Occupant has not paid Monthly Occupancy Charge or other sums due; (b) Occupant's lock has been removed by someone other than Owner/Manager or has been removed by

Owner/Manager after giving statutory notice of claim; and (c) Occupant's Space contains nothing of value to the ordinary person OR (ii) if ALL the following occur (x) Occupant has given Owner/Manager written or oral move-out notice or notice of termination/non-renewal has been provided; (y) the move-out date or termination date has expired; and (z) Occupant has not claimed its property after at least thirty (30) days' notice from Owner/Manager for Occupant to remove such property; OR (iii) Owner/Manager concludes based upon other reasonable consideration, including, but not limited to, an unlocked Space, that Occupant has "abandoned" Occupant's property and Space. If Occupant has "abandoned" the Space, Occupant relinquishes all rights to contents in the Space; Owner/Manager may enter, remove, dispose of, and/or donate all contents.

8. **OCCUPANT'S LOCK:** Occupant shall keep the Space locked and shall supply its own lock and is restricted to only one (1) lock per door. In the event Space remains unlocked, the Owner/Manager shall have the right to secure the Space with a lock of its own at Occupant's expense. Owner/Manager is not required to lock unlocked Spaces.
9. **USE: COMPLIANCE WITH LAWS:** The Space may be used only for the storage of personal property described herein. The Occupant agrees that the property will not be used for any unlawful purposes, and the Occupant agrees not to commit waste, nor alter, nor affix signs on the Space and will keep the Space in good condition during the term of this Occupancy Agreement. No bailment or warehouseman relationship is created by this Occupancy Agreement. Owner/Manager is not a warehouse operator and does not take care, custody or control of Occupant's stored property. The exclusive care, custody, and control of any and all personal property stored in the Space shall remain vested in the Occupant. Owner/Manager is not responsible for the safekeeping of the personal property stored in the Space. Occupant shall assume full responsibility for who has the keys to access the Space. Occupant agrees not to store collectibles, heirlooms, jewelry, and/or works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Residential use of the Spaces by Occupant is prohibited. It is prohibited for any human to inhabit, and no animal may be kept in, Space. It is prohibited and Occupant may not operate any business, engage in, conduct or allow any illegal activity, produce any goods or provide any services in the Space or on Facility. Occupant is prohibited from and shall not store nor generate, release, or dispose of in or around the Space flammable, corrosive, organic, biological, chemical, odorous, noxious, toxic, medical waste, or radioactive substances, petroleum products, food or foodstuffs or items for consumption by humans or animals, intoxicants, explosives, firearms, munitions, gunpowder, or other dangerous or hazardous materials and Occupant is strictly prohibited from engaging in any activity which produces such materials. Hazardous materials means materials classified as hazardous or toxic under any law, ordinance or regulation. Owner/Manager, at Occupant's sole expense, may enter the Space at any time pursuant to Section 15 to remove and dispose of prohibited items. Occupant shall comply with all municipal, state, and federal laws and regulations affecting its use of the Space. Occupant shall indemnify, defend, and hold Owner/Manager harmless from any and all claims, damages and expenses (including attorneys' fees and investigative, remedial and response costs) arising out of Occupant's violation of this paragraph. Any violation of these terms or provisions shall constitute a default under this Occupancy Agreement.
10. **NOTICES:** All notices, demands or requests by either party shall be in writing and shall be sent by U.S. Mail in accordance with State law to the parties at the addresses set forth in the heading of this Occupancy Agreement. Anything in this Occupancy Agreement to the contrary notwithstanding, if Occupant elects to give Owner/Manager the right to give email notices by providing Occupant's email address above, all notices, demands or requests by Owner/Manager may be sent to Occupant's email provided above pursuant to State law.

11. OCCUPANT'S REPRESENTATIONS: Occupant represents and warrants that the information Occupant has supplied in this Occupancy Agreement is true, accurate and correct and Occupant understands that Owner/Manager is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner/Manager of any change in Occupant's address, any change in the liens and secured interests on Occupant's property in the Space and any removal or addition of property into or out of the Space. Occupant understands that Occupant must personally deliver such notice to Owner/Manager or mail the notice by Certified Mail, return receipt requested with postage prepaid to Owner/Manager at the address shown on the Occupancy Agreement.
12. CHANGE OF ADDRESS: Either party may change such physical or email address by the giving of notice in conformity with this Occupancy Agreement. For the purposes of the lien on the personal property described in Section 3 above, "Last known address" means that physical or email address provided by the Occupant in this Occupancy Agreement or the physical or email address provided by the Occupant in a subsequent written notice of change of physical or email address. Notices from Occupant must be COMPLETE and in writing dated and signed by Occupant. Return addresses on envelopes for checks are insufficient. Change of phone numbers may be done orally or in writing.
13. CONDITION AND ALTERATION OF SPACE: Occupant has inspected the Space and accepts it "as is." Occupant shall immediately notify Owner/Manager of any fire (or other casualty), defects or dangerous conditions. Occupant shall keep the Space in good order and condition and shall pay for any and all repairs to the Space or on the Facility arising out of the negligence or willful misconduct of Occupant, its agents, employees, licensees, invites, and/or contractors. Occupants should not attach anything to the walls, ceilings, floors, doors, or any part of the premises.
14. ASSIGNMENT; SUBLETTING: Occupant shall not assign or sublet all or any part of the Space without Owner/Manager's prior written consent.
15. RIGHT OF ENTRY: Owner/Manager may enter the Space under any of the following circumstances: (1) Owner/Manager has express written authority from Occupant to enter; (2) there is an "emergency" (i.e. Owner/Manager reasonably believes there is imminent danger or health hazard to persons or property, including, but not limited to, because storage of animals, explosives, ammunitions, food, carcasses, volatile chemicals, fuel containers, other hazardous materials, or broken doors or locking mechanisms, danger of flooding or fire, etc.); (3) Owner/Manager has reasonable suspicion that Occupant is in violation of the terms of this Occupancy Agreement; (4) Owner/Manager has made written notice to Occupant for access to the Space for inspection, repair, improvement, or relocation of contents for same, or after casualty loss; and Occupant has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the mailing of such a request; or (5) Owner/Manager is exercising its rights in regard to the lien on personal property described in Section 3 above. When Owner/Manager has authority to enter under this Occupancy Agreement, Owner/Manager may at Occupant's cost remove Occupant's lock(s) and relocate all contents to another Space at Facility. Owner/Manager shall promptly notify Occupant of any entry or relocation authorized by this Occupancy Agreement, and Occupant shall have continued access to such relocated property except when Occupant is in default. Upon presentation of a search warrant or court order by a health or law officer, Owner/Manager may allow such officer to open the Space for inspection by such officer; and such officer may lock the Space.
16. RULES AND REGULATIONS: Occupant agrees to be bound by the Rules and Regulations as posted by the Owner/Manager from time to time. Owner/Manager shall have the right to promulgate rules and amend existing rules and regulations at all times. All Rules and Regulations shall be deemed to be part of this Occupancy Agreement and incorporated herein.

17. **WAIVER:** Owner/Manager's acceptance of any total or partial payment of Occupancy Charge or other sum due hereunder shall not be a waiver of any of Owner/Manager's rights or remedies.
18. **CLIMATE CONTROLLED SPACES:** Climate controlled spaces are heated or cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner/Manager does not warrant or guarantee temperature or humidity ranges inside the Space.
19. **PEST CONTROL:** Pursuant to section 4 of this Occupancy Agreement, Owner/Manager is not liable for any rodent or pest damage to Occupant's personal property. Occupant is solely responsible for pest control measures inside Space. Occupant may not use any odorous or noxious pest control products. Manager/Owner may take reasonable measures to control pests in and around Facility.
20. **MILITARY SERVICE: IF OCCUPANT IS IN THE MILITARY SERVICE, OR SUBSEQUENTLY ENTERS OR LEAVES THE MILITARY SERVICE, OCCUPANT MUST PROVIDE WRITTEN NOTICE TO OWNER/MANAGER OF ANY CHANGE IN SUCH MILITARY STATUS. MILITARY?**

YES

NO

21. **INDEMNIFICATION OF OWNER/MANAGER:** To the fullest extent allowed by law, Occupant will defend, indemnify and hold the Owner/Manager harmless from and against any and all claims for damages or lost property or personal injury and costs including attorney's fees arising from Occupant's lease of the Space at the Facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the Space or about the Facility. In the event that the Space is damaged or destroyed by fire or other casualty, Owner/Manager shall have the right to remove the contents of the Space and store it at the Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall defend, indemnify and hold Owner/Manager harmless from and against any loss, cost or expense of Owner/Manager in connection with such removal and storage. Should any of Owner/Manager's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Owner/Manager harmless from any liability in connection with or arising from directly or indirectly such services performed by employees of Owner/Manager. Notwithstanding that Owner/Manager shall not be liable for such occurrences, Occupant agrees to notify Owner/Manager immediately upon the occurrence of any injury, damage, or loss suffered by Occupant or other person in any of such circumstances.
22. **TIME TO FILE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this Occupancy Agreement, the negotiation that preceded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this Occupancy Agreement, whichever occurs first.
23. **DISCLAIMER:** The agents and employees of Owner/Manager are not authorized to make warranties about the Space, premises, and Facility referred to in this Occupancy Agreement. Owner/Manager's agent's and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by Occupant, nor shall any of said statements be considered a part of this Occupancy Agreement. The entire agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS OCCUPANCY AGREEMENT. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space, premises and Facility referred to herein. It is further

understood and agreed that Occupant has been given an opportunity to inspect, and has inspected, this Space, premises and Facility, and that Occupant accepts such Space, premises and Facility AS IS and WITH ALL FAULTS. Occupant understands that all unit sizes are approximate and enters into this Occupancy Agreement without reliance on the estimated size of the storage space.

24. CUSTOMER'S BREACH: In the event the Occupant breaches this Occupancy Agreement, Owner/Manager shall be allowed, at Owner/Manager's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or inequity.
25. ENTIRE AGREEMENT; GOVERNING LAW; MISCELLANEOUS: This Occupancy Agreement is the entire agreement between Occupant and Owner/Manager and may not be changed or ended orally except as expressly set forth in this Occupancy Agreement. TO THE EXTENT PERMITTED BY LAW, WITH THE EXCEPTION OF THE PROVISIONS SET FORTH IN SECTIONS 26 THROUGH 28, ALL TERMS OF THIS OCCUPANCY AGREEMENT, INCLUDING, WITHOUT LIMITATION, MONTHLY RENTAL CONDITIONS OF OCCUPANCY AND CHARGES MAY BE UNILATERALLY AMENDED BY OWNER/MANAGER UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO OCCUPANT. This Occupancy Agreement shall be governed by the laws of New York. To the fullest extent permitted by law, in the event the Owner/Manager is required to obtain the services of an attorney to enforce any of the provisions of this Occupancy Agreement, Occupant agrees to pay in addition to the sums due hereunder an additional amount as and for attorneys' fees and costs incurred. Except in lawsuits involving personal injuries, the prevailing party in a lawsuit shall recover attorneys' fees and litigation costs from the non-prevailing party. Occupant will reimburse Owner/Manager for all attorneys' fees and litigation costs incurred by Owner/Manager in defending or responding to third party actions or requests to recover property stored in Occupant's Space. The waiver by Owner/Manager of any breach by Occupant of any provision of the Occupancy Agreement shall not be construed as a waiver of any subsequent breach thereof. None of the provisions of this Occupancy Agreement shall be waived by Owner/Manager unless such waiver is in writing and signed by Owner/Manager.
26. AGREEMENT TO ARBITRATE: OWNER/MANAGER AND OCCUPANT AGREE THAT AT THE REQUEST OF EITHER OF THEM ANY DISPUTE ARISING OUT OF OR RELATING TO THIS OCCUPANCY AGREEMENT SHALL BE RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, OCCUPANT UNDERSTANDS THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT CUSTOMER AND OWNER/MANAGER ARE WAIVING THEIR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. OCCUPANT AGREES THAT SUCH ARBITRATION PROVIDES CUSTOMER WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS OCCUPANCY AGREEMENT. The arbitration will be administered by the American Arbitration Association under its then current Commercial Arbitration Rules. THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO JOIN OR COMBINE THE CLAIMS OF MORE THAN ONE PERSON OR TO HEAR OR DECIDE ANY CLASS, COLLECTIVE OR REPRESENTATIVE ACTION OF ANY KIND AGAINST OWNER/MANAGER OR OCCUPANT. The determination of which claims or issues are arbitrable shall be made by the arbitrator, not the courts. The award of the arbitrator shall be final and binding and judgement on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which Occupant resides. Occupancy and Owner/Manager shall pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Occupancy Agreement. The interpretation and

enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. This provision shall survive termination of this Occupancy Agreement.

27. WAIVER OF TRIAL BY JURY: OCCUPANT AND OWNER/MANAGER WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE OR CLAIM BETWEEN THEM THAT PRECEDES IN COURT ARISING FROM OR RELATED TO THIS OCCUPANCY AGREEMENT AND AGREE THAT THE DISPUTE OR CLAIM WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Occupancy Agreement.
28. WAIVER OF CLASS, COLLECTIVE AND REPRESENTATIVE ACTION: OCCUPANT AND OWNER/MANAGER WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS OCCUPANCY AGREEMENT. This provision shall survive termination of this Occupancy Agreement.

_____ BY INITIALING HERE, OCCUPANT INDICATES THAT THEY HAVE READ, UNDERSTANDS, AND AGREES TO THE ABOVE AGREEMENT TO ARBITRATE, TO WAIVE A TRIAL BY JURY AND TO WAIVE ANY CLASS, COLLECTIVE AND REPRESENTATIVE ACTION.

29. BINDING AGREEMENT: This Occupancy Agreement is binding upon, and shall inure to the benefit of, Owner/Manager and Occupant and their respective heirs, legal representatives, successors and assigns.
30. INVALIDITY: If one or more of the provisions of this Occupancy Agreement are deemed to be illegal or unenforceable, the remainder of this Occupancy Agreement shall be unaffected and shall continue to be fully valid, binding and enforceable.

RULES AND REGULATIONS: Violation of any Rule or Regulation may be considered a default under the terms of this Occupancy Agreement and may result in immediate termination and/or non-renewal of this Occupancy Agreement.

1. Trash disposal is not provided at Facility. Each Occupant is responsible for the removal and disposal of any trash generated by that person. A minimum charge of \$25.00 may apply for leaving any trash, debris, personal property, ect., in and/or around Space and/or Facility.
2. Children's activity must be properly always monitored. Except with respect to service or therapy animals, Occupant may not bring dogs or other animals on the premises of the Facility.
3. Occupant shall not interfere with the quiet enjoyment of the Facility. Disorderly conduct and profane language, including, but not limited to, comments which are sexual in nature, threatening or derogatory based upon any protected status, are expressly prohibited. No alcohol or drug consumption allowed anywhere on Facility.
4. Occupant shall not post any billboards, signs, banners, or advertisement of any other manner without the express written consent of the Owner/Manager.
5. Any and all parking rules are to be obeyed,
6. Owner/Manager may exclude from Occupant's storage Space and the Facility:

- a. Any person who does not have a key to a storage Space and is not with a person who has such key;
 - b. Any person who has a key to storage Space but does not know the name of the Occupant of the Space or cannot provide satisfactory identifying information of the Occupant; and,
 - c. Any person who is damaging the property of others, disturbing the peace, or otherwise violating criminal laws.
7. It is required Occupant notifies the Owner/Manager in writing prior to vacating your Space(s). Locks must be removed when you vacate, or you will be charged additional rent. At the time you vacate, your Space must be left “broom-swept” clean and undamaged.
 8. Access to your Space is restricted to the posted gate hours at Facility. Should there be an emergency, Facility will restrict Occupant access until Facility is deemed safe to re-enter. Owner/Manager has no duty or obligation to post Notice of restricted access on Facility.
 9. No distribution of materials and/or solicitation of employees or other Occupants is allowed.
 10. Occupant will have the nonexclusive right to use Facility elevator, if applicable, to obtain access to the second floor of Facility except during reasonable closures for breakdowns, repairs, or maintenance. Owner/Manager will have no liability for any such closures. Occupant may use Facility elevator in accordance with posted weight limit.

DO NOT SIGN THIS OCCUPANCY AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS HEREIN. Occupant expressly acknowledges by signing the Occupancy Agreement that they have read, understands and agrees to be bound by the terms and conditions expressed in this Occupancy Agreement and all above information, including, without limitation, terms and conditions regarding Insurance, the Agreement to Arbitrate, Waiver of Class, Collective and Representative Action.

Occupant

Owner/Manager

Date

By: City Space Self Storage

Email Address