

On Track Properties, LLC, DBA On Track Storage - Updated Policies, Terms, and Conditions

Effective Date: January 1, 2026

Introduction

On Track Properties, LLC, doing business as On Track Storage (collectively, "Lessor"), hereby establishes these updated policies, terms, and conditions governing the rental of self-storage spaces across its facilities in Kentucky, Illinois, Missouri, and Kansas. These provisions supersede all prior agreements executed under On Track Properties, LLC, or predecessor entities, including but not limited to Friendly Self Storage, AAA Stow-A-Way, LLC, AAA Stow-A-Way Storage, LLC (and their affiliates), Crittenden Investments LLC DBA Western Kentucky Storage, OT Cape LLC, Secure Store 50 LLC (and its affiliates), Secure Store 169, Work Shopz, Bauer Leasing Solutions DBA Bauer Storage, and SN Properties LLC DBA South Side Storage, effective on the respective dates of acquisition or management transition by On Track Properties, LLC. Continuation of tenancy beyond January 1, 2026, constitutes irrevocable acceptance of these terms, binding upon all Lessees, their heirs, successors, assigns, and representatives. Lessees are strongly advised to consult legal counsel to fully apprehend the legal ramifications and obligations herein.

1. Applicability and Governing Law

These terms govern all self-storage rental agreements at facilities operated or managed by On Track Properties, LLC, DBA On Track Storage, in the following jurisdictions, each subject to state-specific self-storage statutes:

- Kentucky: Governed by the Kentucky Self-Service Storage Act, KRS 359.200–359.250, ensuring compliance with lien enforcement, notice, and property disposition requirements.
- Illinois: Governed by the Illinois Self-Service Storage Facility Act, 770 ILCS 95/1–95/7, mandating protections for lien rights and tenant obligations.
- Missouri: Governed by the Missouri Self-Service Storage Facilities Act, RSMo 415.400–415.430, dictating default, lien sale, and tenant responsibility procedures.
- Kansas: Governed by the Kansas Self-Storage Act, K.S.A. 58-813–58-819, specifying notice and sale protocols for all facilities, including those managed under prior Secure Store 50 LLC, Secure Store 169, Work Shopz, Bauer Leasing Solutions DBA Bauer Storage, and SN Properties LLC DBA South Side Storage agreements.

All disputes shall be adjudicated exclusively in the city or county where the respective facility is located, under the applicable state's laws. Lessees waive any right to a jury trial, as stipulated in the operative rental agreements.

2. Rental Payment Obligations and Autopay

Lessees shall remit monthly rent in advance on the first (1st) day of each calendar month to On Track Properties, LLC, at 925 Joe Clifton Drive, Paducah, KY 42001, regardless of facility location. Lessor strongly encourages Lessees to enroll in autopay for automatic rent deductions on the 1st of each month to ensure timely payment and avoid fees. Rent is deemed past due if unpaid by the close of business on the 1st. The following standardized fee structure applies across all facilities, subject to state law compliance:

- Late Fee: If rent remains unpaid by the close of business on the 7th day of the month (i.e., charged on the 8th), a late fee of the greater of \$20.00 or 20% of the monthly rental rate per unit shall be assessed.
- Prelien Fee: Accounts thirty (30) days or more delinquent shall incur a prelien fee of \$32.00, reflecting increased administrative costs due to our partnership with late2lien for lien processing.
- Lien Fee: Accounts forty-five (45) days or more delinquent shall incur a lien fee of \$70.00 in states requiring one newspaper notice (Kentucky, Missouri) or \$90.00 in states requiring two notices (Illinois, Kansas), pursuant to applicable statutes.
- Lock Removal Fee: Upon reaching forty-five (45) days past due, Lessor may forcibly remove the Lessee's lock to verify contents and photograph the unit for lien/auction processes, incurring a \$55.00 lock removal fee.
- Lock Rental Fee: A combination disc lock applied by Lessor shall incur a recurring fee of \$5.00 per month, subject to change with thirty (30) days' notice.
- Returned Check/ACH/Chargeback Fee: \$55.00 per occurrence.
- Lien Sale Fee: A minimum of \$175.00 for costs associated with lien sales.
- Clean/Disposal Fee: A minimum of \$150.00 for disposal of property left after termination or for units containing items valued under \$100.00 at the 45-day mark, disposed of in compliance with state laws.

All payments to cure liens or outstanding charges must be made by certified check, cashier's check, money order, or cash to On Track Properties, LLC, at 925 Joe Clifton Drive, Paducah, KY 42001. Partial payments may be accepted or rejected at Lessor's sole discretion without waiving rights to pursue foreclosure or other remedies. Lessor reserves the right to sell any unpaid charges or invoices to a collection company of its choosing, as permitted by applicable state statutes.

3. Access and Overlock Procedures

Failure to remit rent by the close of business on the 3rd day of the month shall result in denial of access to the leased space and/or facility gate on or after the 4th day, without prior notice, as permitted by applicable state law. Access shall be restored upon verification of payment clearance, with Lessor providing an unlock code for overlocks or removing them within three (3) business days. Lessees with multiple units in default shall be denied access to all units. Access is restricted to Lessees or authorized parties with gate codes and keys. Gate hours vary by property, typically ranging from 5:00 AM to 8:00 PM–12:00 AM, seven days a week, and may be adjusted without notice at Lessor's discretion. Lessees should contact Lessor at (270) 443-1511 during regular business hours (9:00 AM–6:00 PM, seven days a week) or via email at rentals@ontrackstorage.com for specific gate hours. Violations of gate hours incur a minimum \$100.00 fee.

4. Lock Policy and Lien Enforcement

If the Lessee's storage unit lacks a customer-provided lock, On Track Storage will, by default, secure the unit with a combination disc lock and charge a recurring monthly lock rental fee (currently \$5.00, subject to change). To avoid this fee, the Lessee must place their own lock in the designated drop box and notify On Track Storage in writing that they are providing their own lock and do not wish to rent one. If the Lessee's account is

over 30 days past due, On Track Storage may remove the Lessee's lock, photograph the unit, and resecure it with a combination disc lock, incurring a reasonable monthly rental fee. Placing a lock does not obligate On Track Storage or imply responsibility for the unit's contents. The Lessee retains sole care, custody, and control of all property stored in the unit. On Track Storage, its agents, employees, or affiliates, shall not be liable for any loss or damage to property in the unit or facility, regardless of cause, including but not limited to theft, mysterious disappearance, acts of God, negligence, or lock malfunctions.

At forty-five (45) days past due, Lessor shall remove the Lessee's lock to verify contents and initiate lien processes, photographing the unit and resecuring it with a combination disc lock. Units containing items valued at less than \$100.00, as determined by Lessor in its sole discretion, shall be removed and disposed of in accordance with applicable state law. Proceeds from lien sales, after satisfying the lien, shall be handled according to state statute. Removal of Lessor's lock by unauthorized parties constitutes breaking and entering, subject to legal action.

5. Use Restrictions and Compliance

Lessees are strictly prohibited from storing explosives, flammables, perishables, odorous, noxious, corrosive, hazardous, or pollutant materials, or engaging in unlawful activities, residential use, or business operations (e.g., workshops, repairs, sales) within the leased space. Violations incur a \$500.00 penalty per occurrence plus actual damages, as permitted by state law. Lessees shall comply with all federal, state, and local ordinances, including fire and health codes, and maintain the space in good condition, solely for storage of property wholly owned by the Lessee. For motor vehicle storage, Lessees must place cardboard or plywood under the vehicle to prevent oil stains, with Lessee liable for repair costs.

6. Insurance or Tenant Protection Requirements

Lessees shall maintain, at their expense, insurance covering fire, extended coverage, burglary, vandalism, and malicious mischief for the actual cash value of stored property. Failure to maintain such insurance constitutes a material breach, and Lessee assumes all risk of loss. Lessees may voluntarily participate in On Track Storage's tenant protection program at the following rates:

- \$9.00/month for \$1,000 coverage
- \$12.00/month for \$2,000 coverage
- \$20.00/month for \$5,000 coverage

Lessor is not an insurer, and protection providers shall not be subrogated to claims against Lessor.

7. Termination and Disposal

Ten (10) days' advance written notice by either party terminates the tenancy. Lessees must leave the space broom-clean, with failure resulting in a minimum \$150.00 cleaning fee. Failure to provide timely notice incurs a penalty of twice the daily rental rate. Property left after termination may be disposed of, with Lessee liable for all costs, per applicable state law.

8. Lessor's Rights and Non-Liability

Lessor may enter the space in emergencies or for maintenance without notice, with Lessee bearing costs for replacement locks. Lessor disclaims liability for loss or damage to property or for bodily injury, even if caused by negligence, as no bailment is created. Lessees assume sole care, custody, and control of stored property. Lessor reserves the right to engage third parties of its choosing for marketing and collection notices, including but not limited to automated calls, texts, emails, or social media communications. All audio or video calls made to Lessor may be recorded, reviewed, shared, and used at the discretion of On Track Properties, LLC, or its affiliates, and Lessees hereby release any and all liability for any reason whatsoever related to such recordings or any other matter arising from their tenancy or interactions with Lessor, its agents, or affiliates.

9. Notices and Correspondence

All notices, payments, and mailed correspondence from Lessees to Lessor, including but not limited to rent payments, termination notices, and address updates, shall be sent to On Track Properties, LLC, at 925 Joe Clifton Drive, Paducah, KY 42001, regardless of the facility's location. Notices from Lessor shall be sent by first-class mail to Lessee's last known address or provided email address, deemed delivered when deposited with the U.S. Postal Service or sent electronically, in compliance with applicable state law.

10. Lease Agreements Superseded

All prior rental agreements, including those executed with Friendly Self Storage, AAA Stow-A-Way, LLC, AAA Stow-A-Way Storage, LLC (and affiliates), Crittendon Investments LLC DBA Western Kentucky Storage, OT Cape LLC, Secure Store 50 LLC (and affiliates), Secure Store 169, Work Shopz, Bauer Leasing Solutions DBA Bauer Storage, and SN Properties LLC DBA South Side Storage, are superseded by the following updated lease versions, effective January 1, 2026:

- Kentucky: "Kentucky Self Storage Rental Agreement," issued by On Track Properties, LLC, DBA On Track Storage, compliant with KRS 359.200–359.250, available at 925 Joe Clifton Drive, Paducah, KY 42001.
- Illinois: "Illinois Self Storage Rental Agreement," issued by On Track Properties, LLC, DBA On Track Storage, compliant with 770 ILCS 95/1–95/7, available at 925 Joe Clifton Drive, Paducah, KY 42001.
- Missouri: "Missouri Self Storage Rental Agreement," issued by On Track Properties, LLC, DBA On Track Storage, compliant with RSMo 415.400–415.430, available at 925 Joe Clifton Drive, Paducah, KY 42001.
- Kansas: "Kansas Self Storage Rental Agreement," issued by On Track Properties, LLC, DBA On Track Storage, compliant with K.S.A. 58-813–58-819, available at 925 Joe Clifton Drive, Paducah, KY 42001.

These agreements are accessible at [Insert Website URL] and incorporate the fee structure and policies herein. Continuation of tenancy constitutes acceptance of these agreements.

11. Additional Provisions

- Alterations: No alterations or fixtures without Lessor's written consent, with Lessee responsible for restoration costs.
- Assignment/Subletting: Prohibited without Lessor's consent.
- Financial Information: Lessor disclaims liability for breaches of Lessee's financial data.

- Attorney's Fees: Lessee shall pay Lessor's reasonable legal costs in enforcement actions.
- Climate Control: No guarantee of constant temperature or humidity, with Lessor not liable for fluctuations.
- Video Monitoring: Lessor may maintain video surveillance, with recordings as Lessor's property.
- Electronic Signatures: Binding without third-party verification.

Notice to Lessees

Lessees are urged to review these terms and consult legal counsel. Continuation of tenancy beyond January 1, 2026, constitutes agreement to these policies and the applicable state-specific rental agreement. For inquiries, including specific gate hours, contact On Track Properties, LLC, at (270) 443-1511 during regular business hours (7:00 AM–7:00 PM, seven days a week) or via email at rentals@ontrackstorage.com. All correspondence should be directed to 925 Joe Clifton Drive, Paducah, KY 42001.