

- ❖ **NOTICE TO OCCUPANT:** The Owner of A self-service storage facility has a lien upon all personal property located at the facility for rent, labor, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in the sale or other disposition of the personal property pursuant to the Illinois self-service storage facility act, 770 ilcs 95/1, et seq.
- ❖ **NOTICE TO OCCUPANT:** Owner does not carry casualty insurance on the Occupants Property.

Terms and Conditions:

SECTION A	Name		Email		Date	
	Street Address		City, State		Zip	
	Primary Phone (cell)		Secondary Phone		Govt. issued ID #	State
	Social Security Number		Date of Birth			
	Employer		Employer Address		Employer Phone Number	

SECTION B	ALTERNATE CONTACT Specify a name and address of another person who does not live with you to whom, in addition to the Occupant, the Owner is allowed to send notices in the event of a default or contact for emergencies do not use someone living at the same address as Occupant ("Alternate Contact"):				
	Name		Address		City, State, Zip
	Primary Phone (cell)		Secondary Phone		
	Owner may also contact such Alternate Contact person(s) in event of casualty (fire, accident or damage, etc.), or other emergency, or if Owner is unable to reach Occupant. Further, unless Occupant refuses consent by marking this box Owner may at Owner's option allow such person(s) or Occupant's brother, sister, spouse, parent, or child over 18 to have access to the Space if such person signs an affidavit that Occupant is deceased, incarcerated, permanently missing or permanently incapacitated.				

SECTION C	CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES Occupant provides Owner the following credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described below in Provision #3.				
	Name on Card		Credit Card Number		Expiration, Security Code
	Type of Card		Card Billing Address		City, State, Zip

SECTION D	AUTOMATIC PAYMENT (ACH) Occupant authorizes Owner to deduct the Rent and other charges due from Occupant's bank account. Please fill out the details below for automatic payment set up.				
	Name of Bank		Account Number		Routing Number
	Choose 1: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account				
	All other terms and conditions of Provision #3 of the Rental Agreement apply.				
	Monthly Rent:		Day of the month rent is due, "Execution Date"		
	Administration Fee: (\$15 set up & lock)		"Leased Space" Storage Space Number:		
	Monthly Insurance: (see section L)		Approximate Size:		
	Total Paid at Signing:				

REMIT PAYMENTS AND NOTICES TO "FACILITY ADDRESS":	HUB CITY SELF STORAGE 961 South 7th Street Rochelle, IL 61068
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- ❖ **NOTICE TO OCCUPANT:** OCCUPANT MUST NOTIFY HUB CITY SELF STORAGE **IN WRITING**, OF ANY **ADDRESS CHANGE** AND MUST PROVIDE NOTICE OF **INTENT TO VACATE** AT LEAST **TEN DAYS** BEFORE THE NEXT EXECUTION DATE. SAID NOTICE IS TO BE PROVIDED TO THE ADDRESS OF THE FACILITY INDICATED. (SEE ALSO PROVISION #22.)

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. See provision 37.

SECTION E	MILITARY SERVICE : Is Occupant in, or a Spouse/Dependent of, someone in Active Duty military service, including the Reserves, National Guard, Uniformed Services, or employed by NOAA or National Institute of Public Health Service? CHECK ONE BOX BELOW				
	Yes	No	IF YES, PLEASE COMPLETE THIS INFORMATION THAT IS REQUIRED BY FEDERAL LAW		
	Status:		Military Branch:		Military ID #
	Commander's Name:		Commander's Phone #		

F	VEHICLE? Are you storing a Titled Vehicle? (Car, Boat, Truck, Trailer, Camper)	
	Yes	No
(if Yes, Vehicle Addendum or Rental Agreement is required and will be provided to Occupant)		
G	MONTHLY MAILED INVOICE Do you need a monthly bill mailed to you?	
	Yes	(if Yes, a \$5.00 service charge is applied.)

❖ **NOTICE TO OCCUPANT:** DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT, FULLY UNDERSTAND, AND AGREE TO ABIDE BY THE COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS Eight (8) PAGES LONG.

SECTION H	INSURANCE ***PLEASE READ CAREFULLY*** CHECK ONE BOX	
	<input type="checkbox"/>	I, the Occupant acknowledges that Occupant is fully insured before placing any items into the Leased Space and opts out of Hub City Self Storage Owner's insurance. If Occupant opts out of Owner's insurance program, Occupant represents that Occupant has confirmed with Occupant's own insurance agent that Occupant's homeowner's or Occupant's insurance has adequate coverage for Personal Property in self-service storage.
		I, the Occupant don't have insurance coverage. The result of lack of insurance will result in Occupant's automatic enrollment in and financial responsibility for the Occupant Property Insurance Program made available by the Owner for the minimum amount of coverage under the Insurance Program. Occupant has the right to Opt-Out or cancel the Occupant Property Insurance at any time upon the delivery of proof of other insurance on the stored goods.

- Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-service storage space (the "Leased Space") from Hub City Self Storage, LLC an Illinois Limited Liability Company ("Owner") d.b.a. Hub City Self Storage (the "Facility"), shall be on a month-to-month basis and shall automatically renew for successive one month periods on the day of each month when the Rental Agreement was {00037101.RTF} executed, described above as the Execution Date, unless terminated as provided for in Item 5, 22, and 23. **A Thirty (30) day minimum rental is required. No Rent refunds are made within the first 30 days.**
- Rent is Due on the Execution Date of Each Month:** Rent in the amount listed above and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, dumpster charges, damages to the Leased Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner in advance, without demand or notice, on the Execution Date of each month during the term of this Rental Agreement, including any renewals of this Rental Agreement. The initial prepaid rental period described in the Terms and Conditions Section of the Rental Agreement is the "Initial Term" and any subsequent renewals shall collectively be referred to as the "Term". Owner may increase Rent or other fees and charges for the Leased Space with Thirty (30) days advance written notice to Occupant. Occupant agrees to pay Rent: in person at the office of the Facility by appointment only; by mail to the Facility Address; to the Facility's payment box "Drop Box"; via automatic withdraw from a checking or savings account "ACH" or with credit card (in person, via Owner's secure website www.hubcityselfstorage.com "Website" or by advance written authorization). Occupant shall not deliver Rent in the form of cash in the Drop Box nor mail cash to the Facility Address. Occupant shall also not place any change of address in Drop Box. **Notice: access to pay by Owner's website is disabled if Occupant is more than Forty Five (45) days delinquent.** Any Rent payment made by the Website must be in the full amount due at the time of payment. If less than full payment is made over the Website, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the Website. It is expressly agreed that Owner sends monthly statements or reminders of Rent due via email. Occupant may request monthly mailed invoices by checking the box marked "Monthly Invoice Mailed" above, a \$5.00 per month service charge shall apply. Occupant shall not fail to pay Rent if Occupant does not receive an invoice or bill. Owner may require payments of Rent to be in the form of cash, money order, or cashier's check in the event Occupant is in Default for thirty (30) days or if any payment due to Owner has been returned for any reason. No personal checks will be accepted once Occupant is Thirty (30) days late. No checks are accepted if Occupant has had one (1) check returned previously for any previous reason. Further, no payments can be made within Five (5) days of a lien sale unless said payment is made by cash in hand to Owner and accepted by Owner, or Owner's agent, by appointment only. **All delinquencies in excess of Thirty (30) days late must be cured by cash, money order, cashier's check, certified check, or by a credit card as described in Provision 3.**
- Credit/Debit Card/ACH Authorization for Payment of Rent and Other Charges:** By providing credit card information, Occupant has authorized Owner to automatically charge or debit the credit/debit card referenced in Summary Terms and Conditions section "G" of the Terms and Conditions section of the Rental Agreement (which is owned by the Occupant or upon which Occupant has authority to charge) or alternatively Occupant has authorized payment by Automated Check Clearing "ACH" from the account listed in Summary Terms and Conditions section "H" on the Execution Date of the month, or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions as Rent and Additional Rent for each month of the Term. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due, Owner may charge/debit the credit/debit card listed, or may ACH Occupant's bank account, any sum due and owing upon termination including, but not exclusively, damages to the Leased Space or Facility, any Default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive 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. Providing a credit/debit card to Owner at any time constitutes permission to charge the card for any charges at any time. Credit/debit card payments once Occupant is Forty Five (45) days late can only be accepted if Occupant comes to the Facility Address, presents a credit/debit card in Occupant's own name, or if owned by someone other than Occupant, then the card owner must be present in person at the Facility Office, to process the transaction. It is Occupant's responsibility to notify Owner of any new or updated account information if the bank account or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Occupant shall be charged late fees and other Default charges if the credit/debit card payment or the ACH is not approved by Occupant's bank/credit/debit card provider.
- Administration Fee:** Contemporaneously with the execution of the Rental Agreement Occupant has paid to Owner a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement 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.
- Termination.** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (the Execution Date) and Occupant notifies Owner at least Ten (10) days before the end of the Term (Execution Date) that Occupant has vacated. Owner may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the Term. Owner may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Facility, or if Occupant's Leased Space becomes infested, if Occupant or Occupant's guests or invitees are interfering with the Owner's operation

of the Facility, or if Occupant, or Occupant's guests are residing in the Leased Space. No refunds of partial months are made if Occupant vacates the Leased Space before the end of the Term. The Leased Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or Rent will continue to accrue), and the Occupant's lock must be removed. Occupant shall fully vacate by the date stated in Occupant's or Owner's Notice. Owner charges and Occupant is responsible for a Twenty Five Dollar (\$25.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Leased Space.

6. **Other Charges and Fees:** Occupant is in Default if Rent is not paid by the Execution Date of each month and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Occupant is in Default, the following fees shall be charged:

Late Fee (on the 5th day past due)	\$20.00
Outsource Late and Lien Notices	\$15.00
Advertising for sale of Lien Auction	\$ Actual Cost
Sale Fee	\$ 10% of sale proceeds
Towing of Vehicle in Lieu of Sale	\$150.00
NSF/Returned Check Fee	\$25.00
Credit Card declined or disputed	\$10.00 plus applicable fees
Cleaning Fee if unit vacated dirty (1 hour minimum)	\$25.00 per hour/per person + disposal fee
Lock Cut Fee (at Occupant's request)	\$20.00 must have new lock at the time
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs

For the purpose of determining if Rent is paid on time by mail, the date the payment is received in the Facility Office not the postmark date is used. All other payments of Rent, exclusive of mail, are considered received on the First business day (before 5:00 PM) when received, not when the Rent payment is processed. Notwithstanding the date that other fees and charges are imposed, if payment is not received within Five (5) days of when due Owner may begin enforcement of its lien against Occupant's Personal Property. Additionally, Owner may outsource the preparation and sending of late and lien notices in the event of Occupant Default. In such instances, a lien notice outsourcing fee listed above shall be imposed on the date the late notice is sent. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, or the exercise of any remedy by Owner upon a Default by Occupant (including the sale or other disposition of Occupant's Personal Property) as permitted under this Rental Agreement or by law. Occupant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Occupant's responsibilities under this Rental Agreement. All payments received are applied first to any outstanding fees and charges and then to the oldest Rent obligation.

7. **Use of Leased Space and Prohibited Storage:** Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. **No bailment of Personal Property by Owner is intended or implied by this Rental Agreement.** The Leased Space shall be used and occupied only for the storing of Personal Property owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Occupant. The Leased Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Occupant shall not store Cash, Cash Equivalencies, and Negotiable Instruments or any other items that can be converted to money. Occupant waives any claim for emotional or sentimental attachment to Occupant's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not make any additions or modification to the Leased Space and shall not drill into or attach anything to the walls, floor or ceiling of the Leased Space and shall not commit waste in the Leased Space. Firearms and ammunition are prohibited in the Leased Space or at the Facility. Contraband is prohibited in the Leased Space or at the Facility. Marijuana may not be used, stored or grown, even if Occupant has a prescription to use or a permit to grow or sell marijuana. No storage or consumption of alcohol in the Leased Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Leased Space. The Leased Space is to be used only for storage of Personal Property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of Property. Occupant shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Leased Space for the use or storage of any food (without Owner's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a foul odor when exposed to moisture or are damaged by moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. Occupant shall not use the Leased Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, 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 Occupant shall store the Personal Property with less than 1/8 tank of fuel in the tank and a drip pan or absorbent pad designed to absorb petroleum products under said item to retain any leaking fluids. No propane or empty propane canisters may be stored in the Leased Space. No fuel canisters shall be stored in the Leased Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Leased Space.** Occupant shall not live or sleep in the Leased Space or Facility, nor shall animals be permitted to be stored in the Leased Space or Facility. Occupant shall not use the Leased Space or Facility for the purpose of establishing or assigning a legal address in order to obtain an occupation license or other governmental permit, or business license, nor as a legal address for residential purposes.

Occupant shall further, 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 Owner. 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 fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, 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.

8. **Limitation on Value of Personal Property:** Occupant agrees not to store Personal Property in the Leased Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) the "Value Limit" without the prior written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed the Value Limit. By this Rental Agreement, Owner is generally not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Owner 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 Personal Property has any value whatsoever. Higher value limits may be available from Owner for additional consideration if so requested by Occupant in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner for details.

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Personal Property stored, in no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of the Value Limit, for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner'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. So long as Occupant complies with the requirements of Provisions 7 and 8, Owner is not concerned with the type, quantity, or quality of the Personal Property stored.

9. **Damages:** Occupant shall be responsible to Owner 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 Personal Property. In the event Owner 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 Rent. 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. {00037101.RTF}
10. **Insurance and Security Type Systems:** Occupant agrees, at Occupant's sole expense, to maintain insurance on all Personal Property stored in the Leased Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Occupant is required to provide proof of insurance at the time of the signing of the Rental Agreement or Owner shall enroll Occupant in an insurance policy offered by Owner, at the Two Thousand Five Hundred Dollar (\$2,500.00) level of coverage, which premium for insurance shall be paid with Rent. Occupant has the right to Opt-Out or cancel the Property Insurance at any time upon the delivery of proof of other sufficient insurance on the Personal Property. Occupant's failure to provide or maintain such insurance shall mean that Occupant shall assume all risk of loss or damage for loss or damage to Personal Property while stored in the Leased Space. Owner does not carry any insurance which would protect Occupant's Personal Property from loss or damage, even if Owner failed to enroll Occupant in a contents policy. Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from Occupant's obligation of insuring Occupant's Personal Property. These Security Type Systems may include lighting, coded gate access, fences and video cameras. Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be recorded at all times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. These Security Type Systems should not be relied on to provide additional security for the Personal Property or the Occupant or Occupant's guests when using the Leased Space.
11. **Access:** Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Owner, 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, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance without advance notice to Occupant. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility or the Facility Office, or Owner's website, or emailed, or mailed to Occupant. In the event of an Emergency or catastrophe at or around the Facility, Owner may change access hours without notice to Occupant and Owner may require Occupant enter only when escorted by Owner's employees or agents or Owner may deny access to the Leased Space and Facility. Further, Owner shall not be liable for Occupant's inability to enter the Facility or Leased Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant.
12. **Temperature Control:** Owner does **not** represent that the Leased Space is temperature controlled and does not warrant or represent that a minimum or maximum temperature will be maintained at any time during the term.
13. **Humidity in the Leased Space:** Owner does **not** represent that the Leased Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term.
14. **Mold:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Leased Space. Owner does not warrant the Leased Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold or mold damage on/to Occupant's Personal Property from whatever source and no matter how it occurs. Occupant shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain Personal Property in plastic or keeping Personal Property in air tight containers and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any Personal Property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its condition when brought into the Leased Space. Occupant shall periodically inspect the Leased Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.
15. **Locked Leased Space; Storage Occupant's Risk; Abandonment:** Occupant is required to keep the Leased Space locked using one lock per door and a lock that in Occupant's sole discretion is suitable for the function of self-service storage. Owner provides, at the time of rental one coded disc style lock. Occupant is strongly encouraged to use this lock and change the combination. Occupant is asked to return it at the end of the tenancy with the original combination reset. Otherwise, Occupant shall use another disc style lock. Owner shall not be required to provide another lock if the original lock becomes defeated, removed, lost, cut or defective. Owner does not maintain Occupant's new combination to Occupant's lock. Occupant shall not use any hasp or sliding device for an additional lock, the extra hasp is reserved for Owner's use. Any additional lock on the Leased Space shall be removed and Owner shall charge a \$20.00 lock removal charge. If a lock is removed for a reason described elsewhere in the Rental Agreement, including Default by Occupant, or if Owner finds an occupied Leased Space without a lock or incorrectly locked, or if a lock is removed for an inventory or sale, Owner may notify Occupant or Owner may, but is not required to, lock the Leased Space at Occupant's expense. After Five (5) days, Owner will put a new lock on the Leased Space and charge Occupant's account. The keys will be labeled and secured in the office. Upon payment, Owner will mail the keys to Occupant at Occupant's last known address on file. If the Leased Space is not locked, Occupant is delinquent in Rent, and Owner determines the items contained in the Leased Space have no marketable value (under \$100). Owner may consider the Leased Space abandoned and dispose or sell of any or all Personal Property in the Leased Space. Owner may dispose of or sell the Personal Property abandoned in the Leased Space.
16. **Release of Liability:** Occupant releases Owner, Owner's employees, agents, successors, and assigns from any and all liability for

Personal Property damage or loss of Personal Property; for damage or loss from, as examples, 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 Owner, Owner's employees, or agents.

Occupant further releases Owner, Owner's 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 arising out of Occupants use of the Leased Space and Facility.

Occupant understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from the liability as set forth in Provisions 16 and 17, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

17. **Indemnification; Waiver of Subrogation:** Occupant agrees to have its insurer waive any right of subrogation of any claim of Occupant against Owner, its employees, or agents. Occupant agrees to indemnify, defend and hold Owner 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 Personal Property, or damages to Occupant's Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests in the Leased Space or at the Facility. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #17. Occupant's obligation to indemnify Owner specifically applies to any violation by Occupant of the Owner's environmental conditions and restrictions resulting in damages caused by Occupant, its invitees or guests, regardless of any negligence on the part of Occupant.
18. **Owner May Enter:** Owner, Owner's 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 Owner's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner'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 Personal Property or chattels stored at the Facility. Owner 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 Owner's Personal Property (the "Work"). Owner 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 Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 15. Occupant is notified that Owner complies with all search warrants and subpoenas for Occupant information.
19. **Responsibility to Inspect Leased Space:** Occupant is advised to inspect the Leased Space on a regular basis. Occupant shall immediately notify Owner 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 spreading from or through any other Leased Space. Upon receipt of such notification, or should Owner become aware of such conditions, Owner 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 Owner in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent.
20. **Owner's Lien: Pursuant to the Illinois Self-Service Storage Facility Act, 770 ILCS 95/1 et seq., the Owner of a Self-Storage Facility has a lien on all Personal property located at the Self-Service Storage Facility, for Rent, labor, or other charges, present or future, in relation to the Personal Property and for expenses necessary for the preservation of the Personal Property, or expenses reasonably incurred in the sale or disposition of the property, pursuant to law.**
21. **Defaults; Owner Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement and law 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 Owner for cause, Owner may: (i) deny gate access to the Occupant. (ii) overlock or otherwise place a device to prevent Occupant's access to the Leased Space, once Occupant is Five (5) days late, and the placement of Owner's overlock or other deactivation device, along with any written notice sent to Occupant, shall serve as constructive notice that Owner has not received Rent from Occupant for the current term; (iii) remove Occupant's lock and access the Leased Space; however, Rent and other charges shall continue to accrue after overlock or lock removal until the Leased Space is sold or re-leased; (iv) moving the Personal Property located in the Leased Space; (v) sell by public sale or dispose if Owner determines the value of the Personal Property would not reasonably discharge the cost of the sale and the lien of the Personal Property as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. The act of overlocking/denying access or removing Occupant's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Occupant is in default and is overlocked or if the lock is cut and replaced with Owner's lock, if Occupant pays after business hours, Owner is not required to remove the overlock or take off Owner's lock until Three (3) business days after payment has been made in full. Owner reserves the right not to remove its replacement lock (after lock cut) until Occupant is present and replaces the lock with Occupant's own new lock, or Owner in its sole discretion can remove its lock leaving the Leased Space unlocked. In any case Owner shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Owner's lock or overlock. In the event of default, Occupant forfeits any concessions received and rent for the Leased Space shall automatically increase to the current market rate.
- All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.
22. **Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Summary Provision of this Agreement and shall be conclusively presumed to have been received by Occupant Three (3) business days after mailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Post Office Box address of the Facility listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing **in person by appointment only, or via Certified Mail or other nationally recognized overnight mail service with signature confirmation Return Receipt Requested to the Facility Address on the first page of this Rental Agreement; or via Owner's secure Website of any change in Occupant's address, email address, or of intent to vacate at the end of the Term.**
23. **Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.
24. **Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Owner 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 Personal Property damage. Owner and Occupant further agree that the Federal or State courts in the County in which the Facility is located in 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.

26. **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 Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.
27. **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 neutral gender and the singular or plural number shall be deemed to include the others.
28. **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 Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, tow a Vehicle stored; or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Excluded Claims") between or involving Owner 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, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 15 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner 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 Owner 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.
29. **Agreement to Arbitrate:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such Claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any Claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Facility and its management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorney's fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Occupant and Owner.
30. **Class Action Waiver:** Any dispute, claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Occupant and Owner, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Owner's and/or Occupant individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as "Class Action"). Owner and Occupant expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Owner and Occupant. With respect to any such Claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar Claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Owner and/or Occupant and solely in each of the respective individual capacities of Owner and Occupant. Any Claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Owner and Occupant each understand and Owner and Occupant each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all Claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may be a party to a Class Action.
31. **Owner's Employees:** In the event Occupant requests any of Owner'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 Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees. Occupant further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.
32. **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.
33. **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." Owner makes no express warranties. Owner 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 Owner's Agents have no authority to make warranties, express or implied.
34. **Pest Control:** Occupant is advised that Owner may use chemicals at the Facility including around the Leased Space, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Leased Space. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Occupant deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is around the exterior of the building containing the Leased Space.
35. **Trash Disposal:** Use of dumpster on Facility grounds is reserved for Owner's use unless written permission is obtained.
36. **Snow Removal:** Owner, in the event of snow, only clears the common drives and parking lots, any snow or ice in front of the Leased Space is Occupant's responsibility to remove. Owner does not plow unless the snowfall is at least Three (3) inches. Occupant is advised that by clearing snow or ice, Owner may create un-natural accumulations of snow or ice (such as piles of snow off the side of a snow plow), which are slippery and which Occupant must clear or step over to access the Leased Space. Further, Owner does not begin plowing operations until the snow fall has ended. Owner does not warrant at any time that all snow and ice will be removed or completely clear. During snowfalls, if conditions are not deemed safe by Owner to allow Occupant on to the Facility, such access will be denied. The Owner plows drive aisles at the Facility to within no less than 24 inches from the door to the Leased Space or the access door to the building containing the Leased Space. Occupant understands that the act of plowing will result in additional snow being placed within the area between the plowing site and the door to the Leased Space and that it is Occupant's responsibility to

either safely remove the snow or ice between the plowed area of the drive aisle and the Leased Space, and to use extreme caution when crossing over the untreated area of the drive aisle between the plowing area and the door to the Leased Space, even if unnatural accumulations of snow or ice are placed in such area.

- 37. **Permission to Call, Fax, Use Social Media, Text and/or E-Mail:** Occupant recognizes Owner and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Occupant by phone, fax, text, or e-mail, Occupant hereby consents to Owner phoning, faxing, contacting via Social Media, texting, and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Owner permission to send text messages to Occupant’s provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Leased Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Occupant consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Occupant agrees to keep a current email address of record with the Owner and to notify Owner of any change in Occupant’s email address.
- 38. **The Leased Space:** By signing this Agreement Occupant acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner’s behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Leased Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Leased Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant’s having agreed to the terms of this Provision and the Waiver and Release contained herein.
- 39. **Loitering:** The purpose of this Rental Agreement is for renting Leased Space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Leased Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant’s guests, or invitees are in the Leased Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.
- 40. **Rules and Regulation:** 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.
- 41. **Exclusion of all Warranties:** The agents and employees of Owner are not authorized to make warranties about the Leased Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER’S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Leased Space and the Facility, and that Occupant accepts such Leased Space and access to the Facility AS IS AND WITH ALL FAULTS.

The undersigned hereby acknowledges that Occupant has read and understands this Rental Agreement in its entirety (Seven pages) and agree(s) to be bound by its terms and conditions.

“OWNER”

Hub City Self Storage, LLC
d.b.a. Hub City Self Storage

BY: John Dobbs
It’s Authorized Agent

Date Signed:

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“OCCUPANT”

Printed First Name	Printed Last Name
Signature:	