



A Signal Rock
Property

MORRIS STREET SELF STORAGE

8215 West Morris Street
Indianapolis, IN 46231

Phone:
317-241-8440

Email:
Ron@SignalRockProperties.com

PAYMENTS:

All payments are to be made to: Morris Street Self Storage, PO Box 39565, Indianapolis, IN 46239

<u>SPACE AND RENTAL INFORMATION:</u> Date of Rental Agreement: _____ Unit#: _____ Approx Unit Size: _____ Monthly Rent: \$ _____ Late Fee: (if not paid within 10 days of due date) \$ 10 (late fee assessed each month per unit) Lock Cut Fee: \$ 25 Returned Check Fee: \$ 25 Pre-Lien and Lien Status Fees \$ 25 each Cleaning fee \$ 25 or more	<u>PAYMENT:</u> Administration Fee: \$ _____ Rent: \$ _____ \$ _____ \$ _____ Total Due: \$ _____ Paid to Date: \$ _____ Special/Promotions: _____ _____
<u>OCCUPANT INFORMATION:</u> Occupant Name: _____ Address: _____ City/State/Zip: _____ Telephone (Home): _____ Cell: _____ Email: _____ By electing to provide an email address, Occupant agrees that notice by Owner may be given to Occupant via email. (Email also required for use of online payment system) Driver's License / State _____ / _____ Are you or your spouse in the Military/Reserves? Yes: ___ No: ___ If Yes, Contact information: _____	<u>ALTERNATE INFORMATION:</u> Please provide the name and address of another person in addition to yourself to whom any notices may be sent. If none, write none and initial. Alternate Name _____ Address: _____ City/State/Zip: _____ Phone: _____ <u>EMERGENCY CONTACT:</u> Name: _____ Address: _____ City/State/Zip: _____ Phone: _____

DESCRIPTION OF CONTENTS STORED OR TO BE STORED: (circle all that apply) Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required), and/or other as named: _____

LIENHOLDERS: Occupant attests that the personal property in his space(s) is free and clear of all liens and secured interests except for: _____

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth above, by and between the self service storage facility identified above as agent for Owner, (hereinafter called "Owner") and Occupant identified above, (hereinafter called "Occupant"), whose last known address is set forth above. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed above in the self-service storage facility, situated in the city and county listed above in the state of Indiana, hereinafter referred to as "Space". Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated. The minimum unit rental is one month.

TERMS AND CONDITIONS

1. Rent. The Occupant agrees to pay the Owner, for the use of the Space and improvements thereon, the Monthly Rent listed in the attached. Monthly installments are payable in full and in advance at the Owner's designated payment address on or before the first of the month due, in the amount of the Monthly Rent stated in the attached, and a like amount each month hereafter, until the termination of this Agreement. The first of the month is hereinafter referred to as the "Due Date." The Owner acknowledges receipt of the sum set

forth in the attached showing payment through the "Rent Paid To Date" shown in the attached. Rent payments shall be made without offset or deductions of any kind. If any monthly installment is not paid by the seventh calendar day of the month due, or if any check in payment is dishonored by the financial institution on which it is drawn, Occupant shall be deemed to be in default. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property. Owner accepts checks, money orders and credit cards. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX.

2. Denial of Access. If rent is not paid within ten (10) days of the monthly due date, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

3. Fees. Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount as set forth above. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after ten (10) days from the rental due date, Occupant shall pay to Owner an additional sum as set forth above as a Late Fee for each month rent is past due, such amount being considered liquidated damages. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge identified above as an NSF fee. If Occupant's property is processed for lien, Occupant shall be responsible for a lien processing fee identified above as a Pre-Lien Fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee identified above as a Lien Status Fee. If Occupant's lock must be cut, Occupant shall be responsible for Lock Cut Fee identified above. Other fees charged to Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. *All payments made to satisfy outstanding lien amounts and charges shall be paid by certified check, cashier's check, money order or cash.*

4. Owner's Right to Enter. In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into the Space and to remove contents to another space, and continue to store such contents at the sole cost and expense of the Occupant.

5. Use of Space; Compliance with Law. The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any explosives, flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of the Property.** The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space or on the Property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. The storage of food or any perishable goods is strictly prohibited. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property.

6. Condition and Alteration of Space. Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without

reliance on the estimated size of the storage space. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

7. Limitation of Value. The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the Owner has given permission in writing for the occupant to store property exceeding such value. The Occupant agrees that the maximum value for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's property regardless of cause.

8. Termination. This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Occupant has removed the contents of the Space and/or has removed the Occupant's locking device from the space and is **not current** in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. Owner may dispose of any property left in the Space or in the Facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner or Manager in disposing of such property, including but not limited to a minimum **Cleaning Fee** as set forth above.

9. No Bailment. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

10. Insurance. THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees that its insurer may not subrogate against the Owner in the event of loss or damage of any kind or from any cause.

11. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

12. Owner's Lien Rights. AS PROVIDED PURSUANT TO INDIANA CODE §26-3-8-1 THROUGH 26-3-8-16, OCCUPANT'S PERSONAL PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY BE SOLD TO SATISFY SUCH LIEN IF THE RENT AND OTHER CHARGES DUE UNDER THE AGREEMENT REMAIN UNPAID FOR THIRTY (30) CONSECUTIVE DAYS. UNDER THE CLAIM OF LIEN IS A SECURITY INTEREST ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH OCCUPANT STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE.

13. Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

14. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

15. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

16. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

17. Attorneys' Fees. In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

18. Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

19. Governing Law. This Agreement and any actions between the parties shall be governed by the laws of the State of Indiana.

20. Waiver of Jury Trial. The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

21. Limited Warranty. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to occupant by owner or owner's agents. There shall be no liability to Owner, Owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.**

22. Rules. The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

23. Notices from Owner. All notices required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

24. Notices from Occupant. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. Occupant understands he must personally deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Owner at the address shown on the Agreement. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing and signed by Occupant.

25. Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key. **DOUBLE LOCKING IS PROHIBITED.** The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

26. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

27. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

28. Military Service. If you are in the military service you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service members Civil Relief Act.

29. Financial Information. Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

30. Climate Control. No climate controlled units are available at either of these locations. All units are unheated and are not cooled.

31. Vehicles. Vehicles (including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner.

32. Permission to Call, Fax, Email, or Text. Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, email or text, Occupant hereby consents to Owner phoning, faxing, emailing, and texting Occupant with marketing and/or other business related communications.

Do not sign this Agreement until you have read it and fully understand it. This Agreement releases the Owner's for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

OWNER / MANAGER:	OCCUPANT:
Signature:_____	Signature:_____
Printed Name:_____	Printed Name: _____
Title:_____	Date: _____

ADDENDOM A
 This addendum may be used to delineate rents if this agreement covers the rental of multiple units or spaces.

Unit	Approx Size	Rent	Comment
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
Total Monthly Rent		\$ _____	