

**EMPIRE LOCKERS  
OREGON MONTHLY RENTAL AGREEMENT**

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**NOTICE TO OCCUPANT:** THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY, WHETHER OR NOT OWNED BY THE OCCUPANT, THAT IS LOCATED IN A SPECIFIED STORAGE SPACE RENTED BY AN OCCUPANT AT THE FACILITY TO SECURE PAYMENT FOR RENT, REASONABLE OR AGREED CHARGES FOR LABOR, MATERIALS, OR OTHER SERVICES PROVIDED BY THE OWNER AT THE REQUEST OF THE OCCUPANT, EXPENSES NECESSARILY INCURRED IN PRESERVING THE PERSONAL PROPERTY, AND EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY. THIS LIEN ATTACHES TO THE PERSONAL PROPERTY OF AN OCCUPANT AT THE TIME AT WHICH THE PERSONAL PROPERTY IS STORED AT THE FACILITY. IN THE EVENT OF A DEFAULT BY THE OCCUPANT THE PERSONAL PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF TO ENFORCE THIS LIEN. THESE ACTIONS ARE AUTHORIZED BY THE OREGON SELF-SERVICE STORAGE FACILITY ACT § 87.865 ET SEQ.

**NOTICE:** THE PERSONAL PROPERTY STORED IS NOT PROTECTED BY INSURANCE HELD BY THE OWNER \_\_\_\_\_ initial (SEE PROVISION #9 OF THIS RENTAL AGREEMENT)

**TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:** Date: \_\_\_\_\_

- A) \_\_\_\_\_ (the "Occupant")  
Name \_\_\_\_\_ E-mail address \_\_\_\_\_
- B) \_\_\_\_\_  
Mailing/Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- C) \_\_\_\_\_  
Mailing cont'd \_\_\_\_\_
- D) \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Mobile (if different) \_\_\_\_\_
- E) \_\_\_\_\_  
Employer \_\_\_\_\_ Address \_\_\_\_\_ Telephone No. \_\_\_\_\_
- F) Alternate Person to whom Owner can send notices (including Default notices) if Owner cannot reach Occupant (If none, write "none") Do not list someone who lives at the same address as Occupant:  
Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Email \_\_\_\_\_

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

- G) **REQUIRED - Autopay:** Occupant has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described in Provision #3 below:  
Name on card \_\_\_\_\_ Expiration \_\_\_\_\_ Security Code \_\_\_\_\_  
Type of card \_\_\_\_\_  
Credit/Debit Card Number: XXXX-XXXX-XXXX- \_\_\_\_\_  
Credit/Debit Card Billing Address: \_\_\_\_\_

- H) **ACH** - Occupant authorizes Owner to deduct the Rent and other charges due from Occupant's \_\_\_\_\_ Checking account or \_\_\_\_\_ Savings account located at \_\_\_\_\_ Bank with account number of \_\_\_\_\_ and routing number of \_\_\_\_\_. All other terms and conditions of Provision #3 of the Rental Agreement apply.

Monthly Rent: \_\_\_\_\_ Next Payment Due 1st Of: \_\_\_\_\_  
1st Month Rent Prorated: \_\_\_\_\_ Storage Space No. (the "Storage Space") \_\_\_\_\_  
Approximate Size: \_\_\_\_\_ X \_\_\_\_\_ Merchandise: \_\_\_\_\_  
Insurance: Own Insurance:  Storsmart:  level: \_\_\_\_\_ Total Paid at Signing: \_\_\_\_\_

The description of the Storage 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 Storage Space actually contains more or less square feet than set forth herein and no refund is due if the Storage Space contains less square feet than stated. Occupant is renting the Storage Space by the entirety of the Space not by the square foot. See Provision 35.

**NOTICE TO OCCUPANT:** DO NOT SIGN THIS RENTAL AGREEMENT BEFORE OCCUPANT READS IT, FULLY UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS, COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS EIGHT (8) PAGES LONG.

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**REMIT MONTHLY PAYMENT AND NOTICES IN WRITING TO "FACILITY OFFICE":**

Empire Lockers  
2878 Nansen Drive  
Medford, OR 97504  
(541) 204-4867

- **OCCUPANT MUST NOTIFY EMPIRE LOCKERS, IN WRITING, OF ANY ADDRESS CHANGE (SEE PROVISION 21) AND MUST PROVIDE NOTICE OF INTENT TO VACATE AT LEAST 15 DAYS BEFORE THE END OF THE MONTH.**
- **RENT IS DUE ON THE FIRST OF EACH MONTH**

Is Occupant or a Spouse/Dependent of someone, in Active Duty military service, including the Reserves, or National Guard?

Yes  No

If yes, Commanding Officer Name: \_\_\_\_\_

and Phone No.: (\_\_\_\_) \_\_\_\_\_

Military ID #: \_\_\_\_\_

Temperature Controlled Storage Space?  Yes  No

If Yes, Provision 11 applies.

Titled Vehicle Stored?  Yes  No

(if YES, Vehicle Addendum or Rental Agreement is required)

Monthly Invoice Mailed  Yes (\$ 5.00 fee)  No

If indicated here [  ], Occupant represents Occupant has sufficient insurance to cover any losses Occupant may suffer by reason of loss or damage to Personal Property stored in the Storage Space and if such insurance is dropped or inadequate, Occupant shall assume all risk of loss and be what is commonly known as "Self-Insured".

**1. Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-service storage space (the "Storage Space") from Empire Lockers, LLC an Oregon Limited Liability Company, (hereinafter "Owner"), at Empire Lockers (the "Facility") shall be on a month-to-month basis and shall automatically renew for successive one month periods on the First Day of each month hereafter unless terminated, as provided for in Provisions 4, 20, or 21. Owner may increase Rent or other fees and charges for the Storage Space with Thirty (30) days advance written notice to Occupant. A full calendar month minimum rental is required. **Paid Rent is non-refundable.**

**2. Rent is Due on the First Day of Each Month:** Monthly Rent in the amount stated above on the Terms and Conditions and Additional Rent defined as, including by not exclusively, Default charges, clean up charges, dumpster charges, damages to the Storage Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner in advance, without demand or notice, on the First Day of each month during the beginning term of this Rental Agreement. If this Rental Agreement is executed on a date other than the First Day of the month, then Occupant has paid prorated Rent for the balance of the month and if the Rental Agreement is executed after the 15<sup>h</sup> of the month, Occupant has also paid one full month of Rent in advance "Initial Term". The Initial Term may also include prepaid months, as indicated in the Terms and Conditions section. All extensions and renewals thereafter are collectively the "Term". The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as "Next Payment Due 1<sup>st</sup> Of". Occupant agrees to pay Rent: in person at the Office Address; via business check; via automatic withdrawal from a checking or savings account listed and permitted in Summary Term H "ACH"; or with a credit card which may be used in the following ways: in person at Owner's office (a service charge shall apply); by Owner's secure website at [www.empirelockers.com](http://www.empirelockers.com); or by advance written authorization. **Cash or certified checks are only accepted if Occupant is in Default and then only at the Facility Office, by Appointment only.** It is expressly agreed that Owner does not send monthly invoices unless requested. Occupant may request monthly mailed invoices by checking the box marked "Monthly Invoice Mailed" above, a \$5.00 per month service charge shall apply. Invoices can be emailed at no charge. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. All payments received will be applied first to fees and charges due and owing, then to the oldest Additional Rent, and then Rent obligations. Owner shall require payments of Rent to be in the form of cash, certified check or cashier's check in the event Occupant is in Default or has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back, or once Occupant is Fifteen (15) days late, and Owner refuses all business checks if Occupant has had one (1) check returned for any reason, at any time. No payments of any kind can be made within Seventy-Two (72) hours of a lien sale unless said payment is made directly in hand, to the Owner's agent, at the Facility Office, by cash, certified check or cashier's check only, by appointment only.

**3. Credit/Debit Card/ACH Authorization for Payment of Rent and Other Charges:** By providing credit card or banking information, Occupant has authorized Owner to automatically charge Rent to the credit/debit card referenced in Summary Provision "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 ACH deduction from the account listed in Summary Provision "H" on the Renewal Date of each month, or as soon as reasonably practicable thereafter, 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, or other charges due to Owner, Owner may charge the credit card or ACH account listed any sum due and owing upon termination. The authorization to charge Rent or other charges shall survive termination of the Rental Agreement if any sums are due and owing at the time of the termination of the charge authorization or the termination of the Rental Agreement. No credit card payments are accepted once Occupant is Fifteen (15) days late. It is Occupant's responsibility to notify Owner of any new or updated account information if the bank account or credit card information changes (including updating an expiration date on a credit card.) Occupant shall be charged late fees and other Default charges if the credit card payment is not approved by Occupant's credit card provider.

**4. Termination.** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full (through the end of the month) and Occupant notifies Owner of Occupant's intent to vacate at least Fifteen (15) days before the end of the Term. Owner may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the month. Owner may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Facility, if Occupant's Storage Space becomes infested, or if Occupant is residing in the Storage Space. No refunds of partial months are made if Occupant vacates the Storage Space before the end of the month. The Storage 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 Forty Dollars (\$40.00) per person, per hour charge for cleaning the Storage Space, minimum One (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Storage Space.

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5. **Other Charges and Fees:** Occupant is in Default if Rent is not paid by the first 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:

Default Fees

Late Fee (on the 1st day after Rent is due)	\$ 20% of Rent or \$15.00
Written Notice of Default Charge (20 days late)	\$ 35.00
Lock Cut & Inventory	\$ 75.00
Advertising Fee	Actual Cost
Sale Fee	\$ 10% of Sale Proceeds
Cancellation of Sale	\$ 20.00

Other Charges & Fees

NSF/Returned Check Fee (including disputed credit card charges)	\$40.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$40.00 per hour + disposal fees
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs
Manager After Hours Response	\$50.00
Unauthorized use of Dumpster	\$50.00
Replace lost key fob	\$50.00

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Facility Address by 5:00 P.M., not the postmark date is used. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid within One (1) day of when due the Occupant shall be considered to be in Default and Owner may begin enforcement of Owner's lien against Occupant's Personal Property. 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 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. If Occupant has reached the Default status two times within a year period they have broken Rental Agreement and will be subject to the appropriate eviction and fee schedules.

6. **Use of the Storage 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 Storage 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 Storage Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value and shall not be stored by Occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's Personal Property. Occupant shall keep the Storage Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. No consumption of alcohol in the Storage Space at the Facility. No personal property shall be stored which can be affected by fluctuations in temperature or humidity in the Storage Space. The Storage 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 Storage Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Storage Space for the use or storage of any food (without Owner's written approval); animal feed (including seed); store or release any explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture are damaged or items which deteriorate when exposed to fluctuations in temperature; fireworks; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Storage Space which produces or releases such prohibited materials. Occupant shall not use the Storage Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Storage Space and in such case Occupant shall store the Personal Property with less than 1/8 tank of gas 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 Storage Space. No gas canisters shall be stored in the Storage Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Storage Space.**

Occupant shall not live or sleep in the Storage Space or Facility, nor shall animals be permitted to be stored in the Storage Space or Facility. Occupant shall not use or allow the Storage 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 gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

7. **Limitation on Value of Personal Property:** Occupant agrees not to store Personal Property in the Storage Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the prior written permission of the Owner, the "Value Limit". 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

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liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 6 and 7, Owner is not concerned with the type, quantity, or quality of the Personal Property stored.

**8. 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 Storage Space, use of the Storage Space, or use of the common areas of the Facility including damage to other Occupant's Personal Property or other Occupants' vehicles. 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.

**9. Insurance and Security Type Systems:** Occupant agrees, at Occupant's sole expense, to maintain insurance on all Personal Property stored in the Storage Space with at least actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Occupant's failure to maintain such insurance shall mean that Occupant shall assume all risk of loss or damage that would have been covered by insurance. Owner does not carry any insurance which would protect Occupant's Personal Property from loss or damage. Failure to provide proof of adequate insurance shall also result in Occupant's purchase of contents insurance Owner selects under which shall be paid with Rent each month. Such insurance shall at the Two Thousand Five Hundred Dollar (\$2,500.00) coverage limit be subject to terms, conditions and exclusions listed in the copy of coverage provided to Occupant. Higher coverage levels are available for purchase. Owner employs certain measures to protect Owner's Facility 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, fencing, video cameras, gates and gate codes, door alarms, door locks which open with the fob or a mobile application on Occupant's phone. Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Storage Space. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Personal Property or the Occupant when using the Storage Space or Facility.

**10. Access:** Occupant's access to the Storage 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. 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 mailed to Occupant. In the event of an emergency or catastrophe at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents or Owner may deny access to the Storage Space and Facility. Owner shall not be liable for Occupant's inability to enter the Facility or Storage Space as a result of any power outage, hardware or software failure, or errors in use of any access control system, if any at the Facility, by Occupant.

**11. Temperature Controlled Storage Space:** Oregon law does not define the term "Temperature Controlled". This Provision defines the responsibilities of Owner for providing temperature control to the Storage Space. Owner provides air conditioning to the building containing the Storage Space in the summer and heat in the winter. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Storage Space by heating to no less than Forty-Six degrees (46°) Fahrenheit and by cooling the building to keep the temperature at or below Eighty-Four degrees (84°) Fahrenheit. Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature and Occupant understands that heating systems and their power sources are not redundant. Further, the temperature in the building containing the Storage Space may vary from the temperature of the Storage Space. Occupant agrees to release Owner from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Owner's direct control.

**12. Humidity in the Storage Space:** Owner does not represent that the Storage Space is humidity controlled.

**13. Mold:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Storage Space rented. Owner does not warrant the Storage Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold on 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 Storage Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Storage Space. Occupant understands that any Personal Property brought into the Storage Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Storage Space. Occupant shall periodically inspect the Storage Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

**14. Locked Storage Space; Storage Occupant's Risk; Abandonment:** Occupant is required to keep the Storage Space locked using the built in locking device which may be activated by a mobile phone application or a key fob. The door does not provide space for a conventional lock. Occupant shall not place any lock on the door. Owner specifically reserves the right to enter the Storage Space at any time in the event of an Emergency without notice to Occupant and with Three (3) days advance notice in the event of a non-Emergency for necessary maintenance. Owner may deactivate Occupant's ability to unlock the lock in the event of Default Owner may further deactivate the software running the lock system to open the lock in the event of governmental order or an Emergency without notice to Occupant and without Occupant receiving an automated notice from the Lock System, Owner may further deactivate the locking system to open the locking system with notice to Occupant, for a Default, inventory, sale, non-Emergency entry, or if so ordered by any governmental agency. 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, of the Facility, any of the buildings or the land appurtenant to the buildings, or any other property or chattels stored at the Facility. If Owner unlocks the lock due to Emergency or non-Emergency unlocking, then Owner may, but is not required to, re-lock the Storage Space. If Owner chooses to re-lock the Storage Space, Owner shall notify Occupant. The locking system shall also send notice of entry to Occupant, with the exception of emergency entries. Owner shall notify Occupant of the entry and re-locking of the Storage Space. **If the Storage Space is not locked by Occupant, Occupant is delinquent in Rent, and Owner determines the items contained in the Storage Space have no marketable value (under \$300) Owner may consider the Storage Space abandoned and dispose or sell any or all Personal Property in the Storage Space.**

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**15. Release of Liability:** Occupant releases Owner, its 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, its employees, or agents. Owner accepts no responsibility to deactivate the lock at any time to enter or inspect the Storage Space or the Personal Property in the Storage Space.

Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupants use of the Storage 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 15 and 16, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

**16. Indemnification; 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 the use of the Storage Space and Facility by Occupant, Occupant's invitees, and guests, or to any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #16. 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.

**17. Owner May Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to request digital access to open the Occupant's lock and enter the Storage 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 Storage 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 be present to open Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Owner access, Owner may deactivate the lock or re-lock the Storage Space after the Work has been completed. Occupant is notified that Owner complies with all search warrants and subpoenas for Occupant information.

**18. Responsibility to Inspect the Storage Space.** 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 Storage Space or emanating spreading from or through any other the Storage 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 Storage Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Storage 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. Further, Occupant has inspected the Storage Space and this Rental Agreement and agrees that the Storage Space number provided on the Rental Agreement matches the Storage Space number on the door or wall of the Storage Space rented and inspected by Occupant.

**19. Owner's Lien:** Pursuant to the Oregon Self-Service Storage Facility Lien Law 87.685 et seq., the Owner of a self-service storage facility has a lien upon all Personal Property, whether or not owned by the Occupant, that is located in a specified Storage Space rented by an Occupant at the Facility to secure payment for rent, reasonable or agreed charges, for labor, materials or other services provided by the Owner at the request of the Occupant, expenses necessarily incurred in preserving the Personal Property, and expenses reasonably incurred in the sale or other disposition of the Personal Property.

Explanation: The Occupant's Personal Property may be sold or otherwise disposed of to satisfy the lien if Rent or other charges described in the Rental Agreement are not paid, or if Occupant is otherwise in Default.

**20. 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) deactivate the gate access; (ii) overlock via automatic deactivation of the locking device inside the door of the Storage Space or otherwise place a device to prevent Occupant's access to the Storage Space, once Occupant is in Default for Ten (10) days, 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 Storage Space; however, Rent and other charges shall continue to accrue after overlock or lock removal until the Storage Space is sold or Occupant cures the Default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Storage Space; (v) sell or dispose, depending on the value of the Personal Property in the Storage Space, 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. Any sale of the Personal Property may occur on a publicly available website which regularly offers the Personal Property for auction or sale. 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, Owner is not required to remove the overlock or take off Owner's lock (after lock cut) until Three (3) business days after payment has been made in full. Owner reserves the right not to remove its replacement lock 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 Storage 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 Storage 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 Storage 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.

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- 21. 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 Terms and Conditions and shall be conclusively presumed to have been received by Occupant Three (3) business days after mailing, or upon emailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing, **via certified mail return receipt requested to the Office Address; or in person at the Office Address on a form prescribed by Owner, of any change in Occupant's address or of intent to vacate at the end of the Term.**
- 22. Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.
- 23. Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Storage 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.
- 24. Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Oregon 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 Jackson County, Oregon 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.
- 25. 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.
- 26. Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the Term, the language of the Term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.
- 27. Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that 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, or apply the security deposit, if any ("Excluded Claims"); that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") 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.
- 28. 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 attorneys 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.
- 29. Class Action Waiver:** Except for any Excluded Claims, 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.
- 30. 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

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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.

**31. Warranty of Information:** Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

**32. Occupant's Acceptance of the Storage Space "AS IS":** Occupant inspected or had the right to inspect the Storage Space and Facility before signing this Rental Agreement and finds the Storage Space to be suitable for the purpose for which Occupant rents such Storage 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.

**33. Pest Control:** Occupant is advised that Owner may use chemicals at the Facility including around the Storage 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 Storage 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 in common areas other than the Storage Space. Occupant is cautioned not to bring pets or children into the Storage Space.

**34. Permission to Call, Fax 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, text, fax, or e-mail, Occupant hereby consents to Owner phoning, texting, faxing, 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 Storage 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.

**35. The Storage 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 Storage 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 Storage Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Storage Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Storage 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 Storage 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 provisions of this Paragraph and the Waiver and Release contained herein.

**36. Carts and Dollies:** Hand Dollies and Carts ("Cart") are provided for the convenience of the Occupant and are only available when the office is open. Occupant must surrender a State issued identification card to Owner as security to insure return of the Cart. Occupant agrees to properly use the Cart in the manner for which they were intended, including but not exclusively, loading no more than 600 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 2 feet total. Carts are provided to Occupant solely as a courtesy, and may be out of order or Cart service may be Terminated at any time without said Termination representing a Default under the Rental Agreement. As such, Carts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Owner from any damage Occupant may suffer as a result of the use of the Cart and/or for personal injury Occupant suffers as a result of use or misuse of the Cart whether or not Occupant's actions were negligent in the use of the Cart. Any Cart found to be left in or stored in Occupant's Storage Space shall incur a fine of Twenty Five Dollars (\$25.00) per day, per cart, which becomes Additional Rent.

**37. Electricity:** Use of electricity at the Facility is strictly reserved to Owner at all times unless Occupant receives written permission in the form of a signed electricity addendum. Use of electricity without Owner's approval constitutes a Default under This Agreement and Owner may retroactively add a charge of \$20.00 a month for any month the Storage Space has been occupied by Occupant. Owner is not liable for any damages which occur as a result of unauthorized use of Owner's electricity including disconnection of electricity, outages, or surges which may cause damage to Occupant's Personal Property. If taken/used shall result in a Fifty (\$50.00) Dollar per day, retroactive to the first day of use charge, as Additional Rent.

**38. Trash Disposal/Water Use:** Use of dumpster on Facility grounds and facility water are reserved for Owner's use, unless written permission is obtained.

**39. Pets/Animals:** Pets/animals are to remain in Occupant's vehicle and are not allowed in the Storage Space.

**39b. Smoking/Littering:** No smoking or littering is allowed anywhere in the facility. That does include all indoor and outdoor space. Guilty parties will be charged the mandatory cleaning fee automatically to their account.

**40. Loitering:** The purpose of this Rental Agreement is for renting Storage 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 Storage Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Storage Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.

**41. 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.

**42. Exclusion of all Warranties:** The agents and employees of Owner are not authorized to make warranties about the Storage 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 Storage Space and the Facility, and that Occupant accepts such Storage Space and access to the Facility AS IS AND WITH ALL FAULTS.

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**43. Release of Information:** I hereby authorize Empire Lockers to obtain consumer reports, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect to or in connection with the rental or lease of a residence for which application was made.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (eight pages) and agree(s) to be bound by its Terms and conditions.

If this Rental Agreement is executed by the Occupant via a computer generated acknowledgment service, ("Electronic Signature") then Occupant agrees that: Occupant has read and agrees to the Terms of the Electronic Signature provider; and agrees that by affixing Occupant's Electronic Signature to this Rental Agreement by checking the box below and any Addendum, including initials on any provision, if applicable, this Electronic Signature shall bind Occupant and be of the same quality as if Occupant had signed or initialed the documents in person, in the presence of a Facility employee.

**“Owner”:**  
EMPIRE LOCKERS, LLC  
d.b.a. Empire Lockers  
BY: \_\_\_\_\_

**“Occupant”**  
  
Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

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