

SSI – Self Storage Inc
4900 Emco Drive
Indianapolis, In 46220
Ph: 317 – 255 – 1088

Office Hours; 9am – 6pm Monday thru Friday, 10am – 4pm Saturdays, closed Sunday.

Gate access; free access is from 6am to 9:30pm – 7days a week
for 24 hour access – 7 days a week, \$10 extra a month

Date _____
Occupant No.1
Name _____ Soc.Sec.No. _____
Address _____ D.O.B. _____
Mailing address (if different than above) _____
City/State/Zip _____ Employment _____
Res. Phone _____ Bus Ph _____ Veh. Make _____ Plate No _____
Credit Card type _____ No. _____ Exp. Date _____

Occupant No.2
Name _____ Soc.Sec.No. _____
Address _____ D.O.B. _____
Mailing address (if different than above) _____
City/State/Zip _____ Employment _____
Res. Phone _____ Bus Ph _____ Veh. Make _____ Plate No _____
Credit Card type _____ No. _____ Exp. Date _____
Local Contact _____
Other Authorized to Enter _____

Unit No. _____ Size _____ Monthly Rent _____
Date Occupancy Begins _____ Code Number _____

- | | |
|---|-------------------------|
| 1. All rents are due on the 1 st of the month. | CHARGES |
| 2. A \$10.00 late fee will be assessed if rent is paid after the 5 th of the month. | Full term rent _____ |
| 3. A \$10.00 over lock fee will be assessed if rent or unpaid balance is not received by the 15 th of the month. | Pro – rate rent _____ |
| 4. A \$35.00 returned check fee for ALL returned checks. | First Full Month _____ |
| 5. It is Occupant’s responsibility to report any change of address IN WRITING to Owner. | Admin fee _____ |
| 6. Owner carries no insurance covering occupant’s property and assumes no liability for same. See paragraph 8. | 24 hr. access fee _____ |
| 7. Occupant understands owner has a lien on Occupant’s | |

property for payment of rent due and other damages
and may sell same.

Extra gate cards _____

8. Automatic credit card payments never incur late charges.

9. Occupant must give 7 day written notice of intent to vacate.

Misc. fee _____

10. Other terms below.

Total Due _____

Automatic Credit Card Payments

I authorize SSI – Self Storage Inc. to automatically charge my (credit Card Type)
_____ account; Account No. (Credit Card No.)

on the 1st of each month. SSI – Self Storage Inc. does not charge a late fee to Occupants
who make automatic payments of rent pursuant to this paragraph.

Occupant signature _____ Date _____

I (print name / SSI employee) _____ received
from (print name) _____, the sum of \$ _____
this day _____, 20____, by check, cash, credit card,
money order.

(SSI Employee signature) _____

Terms, Covenants And Conditions Of Self – Storage Agreement

1. Premises. Occupant leases from Self Storage Inc. (owner), and owner leases to
Occupant the unit designated herein upon the terms, covenants and
conditions set forth herein. The unit together with all other areas of the
Owner’s grounds is sometimes hereinafter referred to as owner’s facility.

2. Terms. (check One): The original term of the lease shall be:

_____ A. (1) From and including the date of execution of this lease by occupant to
and including the last day of the calendar month during which this lease is
executed, and (2) the calendar month after execution of this lease.
Thereafter, the term of this lease shall automatically renew for additional
one month periods unless and until occupant tenders to the owner notice of
termination as provided herein. This lease shall be a tenancy from month
to month.

_____ B. For a stated period of _____ months, beginning

_____, 20____, and ending _____, 20____, during this period, the rent stated herein shall not be changed.

3. **Rent.** Occupant shall pay the monthly installment of rent designated herein on the first day of each month in advance for each month's rental. Occupant shall pay the maximum protest fee allowed by law for each dishonored check occupant tenders to owner.

4. **Security Deposit.** Occupant shall pay in advance the security, cleaning, and damage deposit designated herein to secure the occupant's faithful performance of the terms of this lease and for cleaning and repair of the premises after surrender by the occupant. The deposit shall be refunded to the occupant within 30 days after occupant vacates the premises, less all charges for cleaning, repairing, replacement of any missing items or other amounts due under this lease to compensate owner for delinquent rent owned by occupant.

5. **Use and Occupancy.** The premises are to be used only for storage of personal property and household goods, owned by occupant. Occupant further agrees that the premises will not be used for operations of any business or for human or animal occupancy. Trash or other materials shall not be allowed on or near the leased premises. The storage of welding or flammable, explosive or other inherently dangerous material is prohibited. Vehicles or other similar fuel driven equipment may be stored only if the fuel tanks are empty. Occupant shall not store in the premises any items which are in violation of any order or requirement imposed by any governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises. Occupant covenants not to store any property in occupant's unit that is owned by any person other than occupant.

_____(INITIAL)

6. **Abandonment.** Occupant shall not abandon the unit. "Abandonment" is defined as relinquishment of the unit by occupant without notice to owner under such circumstances that to a reasonable man an appearance of intent not to return exists.

7. **Conditions and Alteration of premises.** Occupant has examined the unit and accepts its order, condition, and repair. Occupant shall immediately notify owner of any defects, dilapidations, or dangerous conditions. Occupant shall keep the unit in good order and condition and shall pay owner promptly for any repairs to the unit caused by occupant's negligence or misuse or the negligence or misuse of occupant's invitees, licensees, and guests. Occupant shall make no alterations or improvements to the unit without the prior written consent of the owner. If occupant damages or depreciates

the unit, makes alterations or improvements, paints, or redecorates without the prior written consent of the owner, then all costs necessary to restore the premises to its prior condition shall be borne by occupant. Owner or its agents may at any reasonable time enter to inspect the unit or make repairs with or without occupant's consent. Owner or its agents may show the unit to prospective purchasers with or without occupant's consent.

_____ (INITIAL)

8. Liabilities. Occupant shall hold owner and its agents harmless from all claims of loss or damages to property and of injuries to or death of persons caused by intentional acts or negligence of occupant, his guests, licensees or invitees, or occurring on the premises rented for occupant's exclusive use. Occupant releases owner from all liability for loss or damages to occupant's property or person caused by water, fire, broken pipes, theft, rodents, acts of god or other causes beyond the reasonable control of the owner. Occupant's property within the building or facility is placed at occupant's sole risk. Owner shall have no liability for any loss or damage caused to said property. At occupant's sole expense shall they maintain on all personal property on the premises a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsement for at least 100 percent of the full replacement value of such personal property; if occupant does not maintain the insurance as described above. Occupant shall be deemed to be "self insured" on their personal property. In the event occupant acquires insurance with a duly licensed company. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the occupant against the owner, owner's agents or employees.

_____ (INITIAL)

Occupant understands and acknowledges that this lease does not create a bailment. Occupant understands and acknowledges that owner is engaged in the business of leasing space and is not engaged in the business of storing goods for hire, nor is the owner a warehouseman. Neither owner, nor owner's agents, or employees make any warranties, either express, or implied, included warranties of merchantability and fitness for particular purpose, concerning the unit. Owner's facility and goods or services rendered, sold or provided in connection with owner's business.

_____ (INITIAL)

9. Lien and security interest. Occupant grants owner a lien on and security interest in, all property stored in the unit to secure occupant's faithful performance and observance of the terms, covenants and conditions of this lease.

_____ (INITIAL)

10. **Default.** (A) Upon the occurrence of one or more events of default, as defined below. Owner may exercise one more of its remedies set forth below. No delay by owner to exercise its remedies for any event of default shall constitute a waiver of owner's right to exercise its remedies for past, current or future event of default by occupant. Occupant waives any requirement of notice of default, presentment or demand. (B) "Default" is defined as the occurrence of one or more of the following acts or events: (1) failure of occupant to pay the rent when due. (2) holding over the unit by occupant "holding over" is defined as occupant's lock remaining on the unit after the date of termination or any other material interference with owner's possession of the unit after the termination of the lease. (3) failure of the occupant to abide by written rules and regulations of the owner pertaining to the use and occupancy of the unit and owner's facility. (4) the failure of occupant to perform or observe any of the covenants terms, or conditions of the lease. (5) the institution of any bankruptcy, receivership or other insolvency proceeding by or against the occupant. (6) abandonment by occupant of the unit. (C) Upon the occurrence of any act or event of default. Owner may exercise one, all, or any combination of portion of the following remedies: (1) terminate this lease by written notice to occupant effective upon delivery or deposit in the U.S. mail, whichever comes first. (2) cut occupant's lock, enter and over lock the unit, seize, and take possession of the unit and its contents, store said contents until occupant pays owner for all damages suffered by reason of occupant's default, or at owner's option, sell said contents and apply the proceeds toward said damages (said damages shall include the expense of entry, seizure, sale and storage). (3) exercise all remedies provided owner by law for breach of lease, breach of contract or for occupant's tortuous conduct. (D) Owner's remedies shall be cumulative and the utilization of one or more remedies shall not be deemed an election of remedies.
11. **Attorney's fees and cost.** In the event any action be taken or instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the promises for any default or breach of this lease by occupant. Occupant shall pay owner's reasonable attorney's fees cost and expenses in connection therewith.
12. **Indemnify and hold harmless.** The occupant agrees to indemnify and hold harmless the owner from any and all expense (including attorney's fees), demands, claims, actions or causes of actions arising directly from this lease or any renewal or extension thereof.
13. **Rules.** Occupant agrees to abide by all Owner's rules, and policies that are now in effect or that may be put into effect from time to time. Owner agrees to

post the rules and policies as they now exist and as they may be modified or adopted in the future in a conspicuous place in owner's office.

14. **Code number.** Occupant acknowledges receipt of a certain code number that allows occupant access to owner's facility by passage through the gate during gate hours. Occupant shall enjoy the use of this code number at owner's discretion. Use of the code number and entry to owner's facility and/or occupant's unit after gate hours is not a contractual right of the occupant and is not any part of the consideration of this lease. "code number" is defined and not limited to keys, gate cards or any means of access through entry gates, the occupant is responsible for any and/or people(s) that they allow to enter the owner's facility and takes the responsibility damages that they may cause. Only occupant and persons designated herein as authorized to enter may use the code number. Occupant shall be strictly liable for all damages, intentional, or negligent, to the property or person of owner or third persons caused by any person using occupant code number. Owner may revoke occupant's use of the code number and privilege to enter the facility and/or unit (during or after) gate hours at any time without notice.

_____ (INITIAL)

15. **Notices, payments, and agreements.** All payments and notices required to be given by this lease shall be deemed paid or delivered, if personally delivered to the address set forth below or deposited in the U.S. mail by certified U.S. mail return receipt requested, postage prepaid, address as followed:

Owner: SSI – Self Storage Incorporated, 4930 Emco Drive.,
Indianapolis, In 46220

Occupant: To the mailing address given herein.

Either party may change its address by written notice to the other party. Occupant shall notify owner of any changes of address or phone number.

_____ (INITIAL)

16. **Joint and several liability.** If more than one person is executing this lease as occupant, all such persons shall be jointly and severally liable for the faithful performance and observance of the terms, covenants, and conditions of this lease. If occupant is married, occupant represents that they are entering into this lease with the express authority of their spouse.
17. **Syntax.** The masculine, feminine, singular, and plural are interchangeable as the context requires.

18. **Assignment or subletting.** Occupant shall not sublet or assign all or any portion of the unit or occupant's interest therein.
19. **Sever ability cause.** If any part of this agreement for any reason is declared invalid, such invalidity shall not effect validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement has been executed with the invalid portion thereof eliminated.
20. **Succession.** All of the provisions hereof shall apply to, bind and be obligatory upon the heirs, distributes, assignees, executors, administrators, representatives, and successors of the parties hereto.
21. **Indiana Law to apply.** This agreement shall be applied, interrupted, construed and enforced under and in accordance with the laws of the state of Indiana.
22. **Changes of terms.** Except for paragraph 2B, all terms of this lease, charges and conditions of occupancy are subject to change upon thirty (30) days prior written notice of occupant. If changed, the occupant may terminate this agreement on the effective date of the change by giving the owner ten (10) days prior written notice to terminate. If the occupant does not give such notice, the change shall become affective and apply to this occupancy.
23. **Entire agreement clause.** This lease is the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties. No amendment or alteration of the terms hereof shall be binding unless made in writing, dated subsequent to the date hereof and duly executed by the parties and modified pursuant to provisions of paragraph 22 above.
24. **Headings.** The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be construing nor ascertaining the intentions of the parties.
25. **Termination.** (A) By occupant. Provided occupant is not in default of this lease. Occupant may terminate this lease by written notice delivered to owner of the occupant's intent to vacate at least seven (7) days prior to the end of the month they are vacating. If the occupant leaves unit locked, or leaves property inside the unit after the date of termination. Owner may at owner's sole option, cut the lock off and retain custody and control of unit's contents, or exercise owner's remedies for holding over and default as set forth herein. (B) By owner. Provided occupant is not in default of the lease. Owner may terminate this lease by giving occupant written notice to vacated at least thirty (30) days prior to the date of vacating. If occupant is in default of the lease, owner may terminate this lease immediately by written notice and exercise all remedies provided for herein. Owner may over lock the unit designated herein until occupant has

fully and properly discharged occupant's duties and obligations under this lease.

Anything to the contrary in this lease notwithstanding the provisions of paragraph 3,4,7,8,9,10,11,12,16, and 25 of this lease shall survive the termination of this lease.

26. Special Provisions _____

Notice to occupant: Do not sign this agreement before you read it and fully understand the covenants, terms, and conditions contained herein. You are entitled to a copy of the agreement you sign.

Owner, Owner's agent or employee:

By: _____
Title: _____
Date: _____

Occupant:

Signature: _____
Date: _____