

LIGHTHOUSE STORAGE
KENTUCKY MONTHLY RENTAL AGREEMENT

Page 1 of 7

NOTICE TO OCCUPANT: THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER STORAGE CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED UNDER THE KENTUCKY SELF-SERVICE STORAGE ACT OF 1988, KRS 359 SECTION 200 ET SEQ.

NOTICE: THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

Date: _____

A) _____ (the "Occupant")
Name _____ E-mail address _____

B) _____
Street Address _____ City _____ State _____ Zip _____

C) _____
Telephone No. _____ Cell Phone No. _____ Government Issued ID _____ State _____

D) ~~XXX-XX-~~ _____
SSN _____ Date of Birth _____

E) _____
Employer _____ Address _____ Telephone No. _____

F) Alternate Person to whom Operator can send notices to (including default notices if Operator cannot reach Occupant. Do not list someone living with Occupant. If no one, write "none"):
Name _____ Address _____ City _____ State _____ Zip _____
Telephone No. _____ Cell Phone No. _____ Email _____

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

G) Autopay: Occupant has chosen to provide Operator 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: _____
Credit/Debit Card Billing Address: _____

H) Occupant authorizes Operator 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 apply. (If checking account, attach a copy of a voided check.)

Monthly Rent: _____ Rent Paid Through: _____
Administration Fee: _____ Space Rented No. (The "Leased Space"): _____
Insurance: _____ Approximate Size: _____ X _____
Merchandise: _____ Gate Access Code: _____
Total Due at Signing: _____ Lease Number: _____
Day of the Month Rent is Due "Renewal Date": _____

The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Occupant is renting the Leased Space by the space not by the square foot. See Provision 34.

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 SEVEN (7) PAGES LONG.

REMIT PAYMENT AND NOTICES TO OFFICE ADDRESS:

Lighthouse Storage
1440 10th Street
Tell City, IN 47586
(270) 297-4000

•RENTER MUST NOTIFY THE OFFICE AT LIGHTHOUSE STORAGE, IN WRITING, OF ANY ADDRESS CHANGE (SEEPROVISION 22) AND OF ANY INTENT TO VACATE AT LEAST 30 DAYS BEFORE THE RENEWAL DATE.

•RENT IS DUE ON THE RENEWAL DATE.

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PHYSICAL LOCATION WHERE PERSONAL PROPERTY IS STORED:

Lighthouse Storage of Henderson:
2429 US Hwy 60 E
Henderson, KY 42420

(270) 297-4000

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

Yes [] No []

If yes, Commanding Officer Name: _____

and Phone No.: () _____

Military ID # : XXX-XX- _____

Titled Vehicle Stored? [] YES [] NO
(if YES, Vehicle Addendum or Rental Agreement is required)

Temperature Controlled Leased Space [] Yes [] No
(If Yes, Provision 12 applies.)

Monthly Invoices or Receipt mailed ____ (\$2.00 Service Fee)

1. Month-to-Month Term and Renewal: This Rental Agreement for the lease of a self-service space (the "Leased Space") from Lighthouse Storage of Henderson LLC, an Indiana Limited Liability Company, (hereinafter "Operator"), at Lighthouse Storage (the "Facility") for an initial term listed above as "Term" and shall automatically renew for successive one month periods on the Renewal Date hereafter unless terminated as provided for in Provisions 5, 21, and 22. Operator may increase Rent or other fees and charges for the Leased Space or terminate the Rental Agreement with thirty (30) days advance written notice to Occupant. **A one (1) full calendar month minimum term is required.**

2. Rent is Due on the Renewal Date: Rent in the amount stated above on the Terms and Conditions and Additional Rent defined as, including but not exclusively, default charges, clean up charges, dumpster charges, damages to the Leased Space or Facility, and other unpaid fees or charges, shall be payable monthly to Operator in advance, without demand or notice, on the Renewal Date during the term of this Rental Agreement and any extensions or renewals. The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as the Renewal Date. Money orders are never accepted for payment of Rent or Additional Rent. Occupant agrees to pay Rent and Additional Rent: in person at the Facility Principal Office Note: the Principal Office Address may not be the same address as the physical location of the Facility in which case all correspondence and Rent is paid at the Principal Office Address; by mail to the Principal Office Address; at the Facility after hours by the payment box "Drop Slot" if this is a feature at this location; by the 24 hour rental center "Kiosk" if an available feature at this Facility; or with a credit card which may be used in the following ways: the Kiosk if an available feature at this Facility; by calling the Facility Principal Office or; by calling the call center number listed in the Terms and Conditions Section of this Rental Agreement; by advance written authorization; or by Operator's website www.LighthouseStorage.net (Occupant will be able to set up a password); **Notice: Occupant shall not deliver notice of change of address or Rent in the form of cash into the Facility when the Principal Office is closed, under the Principal Office door, or the Drop Slot, nor mail cash to the Facility Principal Office.** It is expressly agreed that Operator does not send monthly invoices. Occupant may request monthly invoices by checking the box marked "Monthly Invoice" above. A Two Dollar (\$2.00) service charge shall be included in each invoice for this option. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. Operator may require payments of Rent to be in the form of cash, money order or cashier's check in the event Occupant is in Default or has any payment due Operator returned for any reason, including insufficient funds, or credit/debit card charge back, or once Occupant is Thirty (30) or more days late, and Operator shall refuse a check the month after the first check has been returned and Operator refuses all checks if Occupant has had on second (2) check returned for any reason for a minimum of one (1) year. **Notice: access to pay by Occupant's website or Kiosk is disabled if Occupant is more than Thirty (30) days delinquent.** Any Rent payment made by the internet or Kiosk must be in the full amount due at the time of payment. If less than full payment is made over the internet or Kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the Kiosk or internet site. All delinquencies in excess of Forty (40) days late must be cured by cash, cashier's check, or certified check. However, no payments can be made within ten (10) days of a lien sale unless said payment is made directly to the Operator, at the Facility, in cash or by certified check only. **Rent is non-refundable.**

3. Credit/Debit Card/ACH Authorization for Payment of Rent and Other Charges: Occupant has authorized Operator to automatically charge or debit 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 from the account listed in Summary Provision "H" on the Renewal Date, or as soon as reasonably practicable thereafter, the amount stated in the Terms and Conditions as Rent and Additional Rent to the credit card or bank account, for each and every month Occupant continues to occupy the Leased Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due to Operator, Operator may charge/debit the credit card listed, or may ACH Occupant's bank account, any sum due and owing upon termination including, but not exclusively, damages to the Space or Facility, any default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. Payment by credit card to cure a Rent delinquency in excess of Forty (40) days can only occur if Occupant presents a credit card in Occupant's own name, in person, at Operator's Principal Office or, if owned by someone other than Occupant, than the card Operator must be present at Operator's Principal Office. No credit card payments are accepted under any circumstance once Occupant is within ten (10) days of the lien sale. It is Occupant's responsibility to notify Operator 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 or the ACH is not approved by Occupant's bank/credit card provider.

4. Administration Fee: Contemporaneously with the execution of the Rental Agreement Occupant has paid to Operator a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.

5. Termination: Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full and Occupant notifies Operator of Occupant's intent to vacate at least fifteen (15) days before the end of the Term. Operator may terminate this Rental Agreement by giving Occupant thirty (30) days written notice prior to the end of the Term. If proper notice is not given, a Fifteen (\$15.00) dollar fee for any

Leased Space with Rent of less than \$60.00 per month and a Twenty-Five (\$25.00) Dollar fee for any Leased Space with monthly Rent equal to or greater than \$60.00 per month shall be charged. No refunds of partial months are made if Occupant vacates the Leased Space before the end of the month. Operator may give shorter termination notice for illegal activity by Occupant or Occupant’s guests at the Facility. The Leased Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or additional Rent may accrue), and the Occupant’s lock must be removed, otherwise, rent shall continue to accrue. Occupant shall fully vacate by the date stated in Occupant’s or Operator’s Notice. Operator charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Operator must remove Personal Property and/or clean the Leased Space.

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

<u>Late Fee (4th day late) each month</u>	\$15.00
<u>First Written Notice of Default</u>	\$15.00
<u>Second Notice of Default</u>	\$50.00
<u>Lock Cut</u>	\$45.00
<u>Disc Lock Violation Fee</u>	\$25.00
<u>Advertising Fee</u>	\$50.00
<u>Sale Fee</u>	10% of sale proceeds
<u>NSF/Returned Check Fee</u>	\$30.00
<u>Dishonored Credit Card Fee</u>	\$25.00
<u>Transfer Leased Space Fee</u>	\$10.00
<u>Cleaning Fee (1 hour minimum)</u>	\$50.00 per hour + disposal fees
<u>Eviction Notice/Filing Fee in Lieu of Sale</u>	\$250.00 + court costs
<u>Invoice or Receipt Mailed</u>	\$2.00
<u>Failure to Give Proper Notice of Termination</u>	\$15.00/\$25.00 depending on Monthly Rent

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Facility Principal Office, not the postmark date is used. Occupant is in Default if Rent is not paid on time, notwithstanding the date that other fees and charges are imposed, if payment is not made when due, Operator may begin enforcement of Operator’s lien against Occupant’s Personal Property, as permitted by Kentucky Statute. Occupant shall pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Operator, Operator’s collection of any amount owed by the Occupant, or the exercise of any remedy by Operator 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 Operator for Operator’s attorney’s fees incurred in enforcing any of Operator’s rights or Occupant’s responsibilities under this Rental Agreement.

7. Use of the Leased Space and Prohibited Storage: Operator is not a warehouseman engaged in the business of storing goods for hire. Operator shall have no obligation to exercise any care, custody or control over Occupant’s Personal Property. **No bailment of Personal Property by Operator is intended or implied by this Rental Agreement.** The Leased Space shall be used and occupied only for the storing of Personal Property owned by Occupant. The Leased Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant’s Personal Property. No Vehicles shall be parked at the Facility, except to load and unload. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not make any additions or modification to the Leased Space and shall not drill into or attach anything to the walls, floor or ceiling of the Leased Space and shall not commit waste in the Leased Space. No consumption of alcohol in the Leased Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Leased Space, even though the Facility is temperature and humidity controlled. **No Semi Trucks are permitted on the Facility.** The Leased Space is to be used only for storage of Personal Property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of Property. Occupant shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Leased Space for the use or storage of any food (without Operator’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; fireworks; guns; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. Occupant shall not use the Leased Space for storage of any 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 Leased 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 Leased Space. No gas canisters shall be stored in the Leased Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Operator for any “titled” vehicle stored in the Leased Space and then, only motorcycles may be stored.**

Occupant shall not live or sleep in the Leased Space or Facility, nor shall animals be permitted to be stored in the Leased Space or Facility. Occupant shall not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator. 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.

8. Limitation on Value of Personal Property: Occupant agrees not to store Personal Property in the Leased Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) the “Value Limit” without the prior written permission of the Operator. 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, Operator

is generally not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Operator 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 Operator for additional consideration if so requested by Occupant in writing to Operator within a reasonable period of time after the commencement of the Rental Agreement, see Operator 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 Operator or Operator'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 Operator or Operator's agents. Occupant will not sue Operator or Operator's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 7 and 8, Operator does not concern itself with the type, quantity, or quality of the Personal Property stored.

9. Damages: Occupant shall be responsible to Operator for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Leased Space, use of the Leased Space, or use of the common areas of the Facility including damage to other Occupant's Personal Property or other Occupants' vehicles. In the event Operator 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.

10. Insurance and Security Type Systems: Occupant agrees, at Occupant's sole expense, to maintain insurance on all Personal Property stored in the Leased Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Occupant'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. Information about insurance written specifically for self-storage is available from licensed insurance agent in the State of Kentucky. Operator employs certain measures to protect Operator's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her Personal Property. These Security Type Systems may include video cameras, gates, gate codes, and lighting. Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be recorded at all times and alarms are not monitored. 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 Leased Space.

11. Access: Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Operator, 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 Operator or the Facility. Operator 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 Principal Office, or Operator's website, or mailed to Occupant. In the event of an emergency or catastrophe at or around the Facility, Operator may require Occupant enter only when escorted by Operator's employees or agents or Operator may deny access to the Leased Space and Facility. Operator shall not be liable for Occupant's inability to enter the Facility or Leased Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant.

12. Temperature Control: Kentucky law does not define the term "temperature controlled". This Provision defines the responsibilities of Operator for providing temperature control to the Leased Space. If the Leased Space leased under this Rental Agreement between Operator and Occupant is a temperature controlled Leased Space. Operator provides heating and air conditioning to the building containing the Leased Space. It is agreed that Operator shall use all reasonable efforts to maintain a temperature in the building containing the Leased Space by heating to no less than forty-five degrees (45°) Fahrenheit and by cooling the Leased Space to no more than eighty-five degrees (85°) 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 Leased Space may vary from the temperature of the Leased Space. Occupant agrees to release Operator 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 Operator's direct control.

13. Humidity in the Leased Space: Operator does **not** represent that the Leased Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term.

14. Mold: Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Leased Space rented. Operator does not warrant the Leased Space to be water-tight or dry. Operator 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, Operator recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any Personal Property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Leased Space even if Operator air conditions the Leased Space. Occupant shall periodically inspect the Leased Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

15. Locked Leased Space; Storage Occupant's Risk; Abandonment: Occupant is required to keep the Leased Space locked. Operator requires disc style locks and sells them in the Facility Principal Office. Operator does not maintain a key to any lock used by Occupant. If Operator finds an occupied Leased Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed for any other reason described in this Rental Agreement, Operator will notify Occupant, and Operator may, but is not required to, lock the Leased Space with Operator's lock at Occupant's expense. If Operator chooses to re-secure the Leased Space, and Occupant does not replace the lock, then after 5 days, Operator shall put a new lock on the Leased Space and charge Occupant's account. The keys will be mailed to Occupant's last known address. All Personal Property stored by Occupant within the Leased Space shall be at Occupant's sole risk. **If the Leased Space is not locked, Occupant is delinquent in Rent, and Operator determines the items contained in the Leased Space have no marketable value (under \$100) Operator may consider the Leased Space abandoned and dispose or sell of any or all Personal Property in the Leased Space.** Operator is not a warehouseman engaged in the business of storing goods for hire. Operator shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. Operator assumes no responsibility for any loss, damage or casualty however caused to such Personal Property.

16. **Release of Liability:** Occupant releases Operator, 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 Operator, its employees, or agents.

Occupant further releases Operator, 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 Occupant's use of the Leased Space and Facility.

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

17. **Indemnification; Subrogation:** Occupant agrees, on behalf of Occupant and Occupant's insurer to waive any right of subrogation of any claim of Occupant against Operator, its employees, or agents. Occupant agrees to indemnify, defend and hold Operator harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Occupant's Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant, Occupant's invitees or guests. Occupant shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision.

18. **Operator May Enter:** Operator, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Leased Space, without notice to Occupant, to take such action as may be necessary to preserve Operator'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 Operator'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. Operator shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Leased Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Operator's Personal Property (the "Work"). Operator will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Operator access, Operator may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 15. Occupant is notified that Operator complies with all search warrants and subpoenas for Occupant information.

19. **Responsibility to Inspect the Leased Space.** Occupant shall immediately notify Operator should Occupant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Occupant's Leased Space emanating or spreading from or through any other the Leased Space. Upon receipt of such notification, or should Operator become aware of such conditions, Operator may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Leased Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Leased Space or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Operator in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent. Further, Occupant has inspected the Leased Space and this Rental Agreement and agrees that the Leased Space number provided on the Rental Agreement matches the Leased Space number on the door or wall of the Leased Space rented and inspected by Occupant.

20. **Operator's Lien:** Pursuant to the Kentucky Self-Service Storage Act of 1988 upon Occupant's storage of Personal Property in the Storage Unit Operator has a lien against Occupant on such Personal Property for all Rent, labor or other charges and for any expenses reasonably incurred in the sale of Occupant's Personal Property.

21. **Defaults; Operator Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Operator 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 Operator for cause, Operator may: (i) deactivate the gate access One (1) day after Occupant is in Default; (ii) overlock or otherwise place a device to prevent Occupant's access to the Leased Space, once Occupant is in Default for Five (5) days, and the placement of Operator's overlock or other deactivation device, along with any written notice sent to Occupant, shall serve as constructive notice that Operator has not received Rent from Occupant for the current term; (iii) remove Occupant's lock and access the Leased Space; however, Rent and other charges shall continue to accrue after overlock or lock removal until the Leased Space is sold or Occupant cures the default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (v) sell or dispose of the Personal Property in the Leased 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. The act of overlocking/denying access or removing Occupant's lock shall not constitute an election of a remedy by Operator, and shall not constitute Operator 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 Operator's lock, Operator is not required to remove the overlock or take off Operator's lock (after lock cut) until 3 business days after payment has been made in full. Operator reserves the right not to remove its replacement lock until Occupant is present and replaces the lock with Occupant's own new lock, or Operator in its sole discretion can remove its lock leaving the Leased Space unlocked. In any case Operator shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Operator's lock or overlock. In the event of default, Occupant forfeits any concessions received and rent for the Leased Space shall automatically increase to the current market rate. If Occupant does not sign the Rental Agreement, Operator may treat this as an Event of Default and overlock the Leased Space.

All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

22. **Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Operator 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 Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the Facility Principal Office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Operator in writing, via certified mail return receipt requested to the Facility Address; or in person on a form prescribed by Operator, at the Facility Kiosk, (if available) or, via the Facility website with a password, if the feature is available, of any change in Occupant's address or of intent to vacate at the end of the term.

23. **Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.
24. **Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Operator. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws provisions. Operator 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. Operator and Occupant further agree that the Federal or State courts in the County where the Facility is located in Kentucky shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.
26. **Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.
27. **Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.
28. **Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Operator and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Operator'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; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Operator 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 will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant located within 15 miles of the Facility. In the mediation, Operator 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, Operator 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 Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
29. **Agreement to Arbitrate:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. The election by either party for binding arbitration may be made at any time, 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 as is specified by Operator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorney's fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Occupant and Operator.
30. **Operator's Employees:** In the event Occupant requests any of Operator'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 Operator for any loss, charge or injury Occupant may suffer related to the use of Operator's employees. Occupant further agrees that his/her interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.
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 Leased Space "AS IS":** Occupant inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Occupant rents such Leased Space **and accepts the same "as is."** Operator makes no express warranties. Operator 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 Operator's Agents have no authority to make warranties, express or implied.
33. **Pest Control:** Occupant is advised that Operator may use chemicals at the Facility including around the Leased Space, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Leased Space. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Occupant deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Operator, if at all, is in common areas other than the Leased Space.
34. **The Leased Space:** By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator or any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Leased Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Leased Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Releases and Discharges Operator 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 Provision and the Waiver and Release contained herein.

35. **Permission to Call, Fax, Text and/or E-Mail:** Occupant recognizes Operator and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Operator from contacting Occupant by phone, fax, text or e-mail, Occupant hereby consents to Operator phoning, faxing, and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Operator permission to send text messages to Occupant's provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Leased Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Occupant consents to Operator 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 Operator and to notify Operator of any change in Occupant's email address.

36. **Snow Removal:** Owner, in the event of snow, only clears the common drives and parking lots, any snow or ice in front of the Rented Space is Renter's responsibility to remove. Owner does not plow unless the snowfall is at least Six (6) inches. Renter is advised that by clearing snow or ice, Owner may create un-natural accumulations of snow or ice (such as piles of snow off the side of a snow plow), which are slippery and which Renter must clear or step over to access the Rented Space. Further, Owner does not begin plowing operations until the snow fall has ended. Owner does not warrant at any time that all snow and ice will be removed or completely clear. During snowfalls, if conditions are not deemed safe by Owner to allow Renter on to the Facility, such access will be denied. The Owner plows drive aisles at the Facility to within no less than 20 inches from the door to the Rented Space or the access door to the building containing the Rented Space. Renter understands that the act of plowing will result in additional snow being placed within the area between the plowing site and the door to the Rented Space and that it is Renter's responsibility to either safely remove the snow or ice between the plowed area of the drive aisle and the Rented Space, and to use extreme caution when crossing over the untreated area of the drive aisle between the plowing area and the door to the Rented Space, even if unnatural accumulations of snow or ice are placed in such area.

37. **Electricity:** Use of electricity at the Facility is strictly reserved to Operator at all times unless Occupant receives written permission in the form of a signed electricity addendum. Use of electricity without Operator's approval constitutes a default under This Agreement and Operator may retroactively add a charge of \$20.00 a month for any month the Leased Space has been occupied by Occupant. Operator is not liable for any damages which occur as a result of unauthorized use or Owner's electricity including disconnection of electricity, outages, or surges which may cause damage to Renter's Personal Property.

38. **Carts:** Hand Carts ("Cart") are provided for the convenience of the Renter. Renter 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 Operator 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.

39. **Loitering:** The purpose of this Rental Agreement is for renting Leased Space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Leased Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Leased Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.

40. **Exclusion of all Warranties:** The agents and employees of Operator are not authorized to make warranties about the Leased Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OPERATOR'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Leased Space and the Facility, and that Occupant accepts such Leased Space and access to the Facility AS IS AND WITH ALL FAULTS.

41. **Rules and Regulation:** The Rules and Regulation of this Facility are incorporated herein and made a part of this 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. The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (seven pages) and agree(s) to be bound by its terms and conditions.

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

"Owner":
Lighthouse Storage of Henderson LLC

BY: _____

Date Signed: _____

"Occupant"

Signature: _____

Printed Name: _____

****I HAVE READ ALL SEVEN (7) PAGES OF THIS RENTAL AGREEMENT****

**LIGHTHOUSE STORAGE
INDOOR VEHICLE STORAGE ADDENDUM**

This Addendum, made this _____ day of _____, 20____, between Lighthouse Storage of Henderson, LLC as "Operator" and _____ as "Occupant", is made on the same date as the Monthly Rental Agreement, and intends to amend and modify the Monthly Rental Agreement as follows:

Occupant desires to rent from Operator an enclosed self-service Leased Space for the storage of a vehicle or vessel, as listed below, hereafter referred to as "Vehicle(s)" and that generally vehicle/vessels are prohibited from being stored in the Leased Space.

IT IS THEREFORE AGREED:

1. Added to the Rental Agreement Terms and Conditions Section is the following:

Additional permitted vehicles, if any, are listed on the final page of this Addendum. List all Vehicle/Vessels that may be stored in the Leased Space.

If the name on the Vehicle registration is different than the person executing this Agreement, Operator may refuse to accept this Agreement. If Operator accepts this Agreement, storage of the Vehicle(s) requires a notarized letter of authorization from the Owner of the Vehicle(s).

The Vehicle(s)/vessel(s) to be stored is/are identified as follows:

Check One:

Vehicle	Boat	Motorcycle	Other	Year	Make	Model

Color	License No.	State	VIN/Serial No./Hull No.

Name on Title: _____ Copy to File _____

Name on Registration (Registered Owner): _____ Copy to File _____

Lienholder: _____ State: _____ Amount of Lien: \$ _____

Lienholder Address _____ Phone number _____

Insurance Company: _____ Policy Number: _____

(If name on the vehicle registration is different than the person executing this Rental Agreement, Operator may refuse to accept this Rental Agreement. If Operator accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner of the Vehicle.)

Space # Leased _____ (the "Leased Space")

2. Sentence #1 from Provision #1 of the Rental Agreement is hereby stricken and replaced as follows:

"This Rental Agreement for the lease of an outdoor, uncovered, non-segregated vehicle Leased Space, (the "Leased Space") for the storage of the Vehicle(s) listed in this Addendum, from Lighthouse Storage of Henderson, LLC, an Indiana Limited Liability Company (hereinafter "Operator"), at Lighthouse Storage (the "Facility") for an initial term listed above as "Term" and shall automatically renew for successive one month periods on the Renewal Date of each month hereafter unless terminated as provided for in Provisions 5, 21, and 22. ."

3. Provision 7, "Use of Leased Space and Prohibited Storage," sentence 1, is stricken and replaced as follows:

"The Leased Space shall be used and occupied for the purpose of storing the Vehicle listed in this Vehicle Storage Addendum, owned by Occupant, and no other Vehicle may be stored unless listed in this Vehicle Storage Addendum. No Vehicle may be stored which is not listed in this Addendum."

4. Provision 21 ("Defaults; Owner Remedies") is modified to add the following language to the end of the Provision:

“In the event the property stored by Occupant is a Vehicle and in addition to any other instances of Default herein, Operator may take any steps necessary to prevent Occupant from returning the Vehicle to the Leased Space, once removed. Once the Vehicle is removed at the request of Operator, or is removed voluntarily by Occupant, then Occupant shall lose any status of licensee to enter the Facility or Leased Space and may be considered trespassing on the land on which the Facility is located.

Alternatively, in lieu of a sale, the Operator may cause the Occupant’s Vehicle to be towed or removed from the Facility once the Occupant is at least Sixty (60) days late.”

5. The following Provision is added to the Rental Agreement:

41. Indoor Vehicle Additional Terms-For Indoor Vehicle Leased Space

(A) If the Vehicle is an RV or boat, it shall be winterized by October 1 of each year if it is not intended to be used during the winter.

(B) Occupant specifically agrees that Occupant shall not use the Leased 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 Vehicle stored in the Leased Space and in and in such case Occupant shall store the Vehicle with no gas in the tank. Occupant shall maintain a drip pan or absorbent pad designed to absorb petroleum products under the stored vehicle of sufficient size to retain any leaking fluids from the vehicle stored. Any vehicle stored must be registered, insured, and in a drivable condition.

(C) No repair or maintenance work shall be performed on any Vehicle, in the Leased Space or at the Facility, including washing or cleaning.

In the event of any conflict between the Monthly Rental Agreement and this Vehicle Storage Addendum, the provisions of the Vehicle Storage Addendum shall be controlling and shall apply.

“Operator”
Lighthouse Storage of Henderson, LLC

“Occupant”

BY: _____
Its: Authorized Agent

Date: _____

Additional Vehicle that may be stored in the Leased Space:

Vehicle No. 2 - Check One:

Vehicle	Boat	Motor	Year	Make	Model
Color		Lic. No.	State	V.I.N./Serial No.	

Name on Title: _____ [COPY]

Name on Registration: _____ State: _____ [COPY]

Proof of Ownership and Registration _____ [COPY]

Insurance Company: _____ Policy Number: _____

Lienholder/Secured Creditor Amount of Lien/Secured Interest

Address State Zip Telephone No.

Vehicle No. 3 – Check One

Vehicle	Boat	Motor	Year	Make	Model
Color		Lic. No.	State	V.I.N./Serial No.	

Name on Title: _____ [COPY]

Name on Registration: _____ State: _____ [COPY]

Proof of Ownership and Registration _____ [COPY]

Insurance Company: _____ Policy Number: _____

Lienholder/Secured Creditor Amount of Lien/Secured Interest

Address State Zip Telephone No.

List all Vehicle/Vessels that may be stored in the Leased Space.

**LIGHTHOUSE STORAGE
KENTUCKY OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

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NOTICE TO OCCUPANT: THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER STORAGE CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED UNDER THE KENTUCKY SELF-SERVICE STORAGE ACT OF 1988, KRS 359 SECTION 200 ET SEQ.

NOTICE: THE PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:

Date: _____

A) _____ (the "Occupant") _____
Name E-mail address

B) _____
Street Address City State Zip

C) _____
Telephone No. Cell Phone No. Driver's License No. State

D) _____
SSN Date of Birth

E) _____
Employer Address Telephone No.

F) Alternate Person to whom Operator can send notices to (including default notices if Operator cannot reach Occupant. Do not list someone living with Occupant. If no one, write "none"):

Name Address City State Zip

Telephone No. Cell Phone No. Email

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

G) Autopay: Occupant has chosen to provide Operator 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: _____
Credit/Debit Card Billing Address: _____

H) Occupant authorizes Operator 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 apply. (If checking account, attach a copy of a voided check.)

Monthly Rent: _____ Rent Paid Through: _____
Administration Fee: _____ Space Leased No. (The "Leased Space"): _____
Insurance: _____ Approximate Size: _____ X _____
Merchandise: _____ Gate Access Code: _____
Total Due at Signing: _____ Lease Number: _____

The description of the Leased Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Leased Space actually contains more or less square feet than set forth herein and no refund is due if the Leased Space contains less square feet than stated. Occupant is renting the Leased Space by the space not by the square foot.

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 SEVEN (7) PAGES LONG.

REMIT PAYMENT AND NOTICES TO OFFICE ADDRESS:

Lighthouse Storage
1440 10th Street
Tell City, IN 47586
(270) 297-4000

•RENTER MUST NOTIFY THE OFFICE AT LIGHTHOUSE STORAGE, IN WRITING, OF ANY ADDRESS CHANGE (SEE PROVISION 22) AND OF ANY INTENT TO VACATE AT LEAST 30 DAYS BEFORE THE RENEWAL DATE.

•RENT IS DUE ON THE RENEWAL DATE.

**LIGHTHOUSE STORAGE
KENTUCKY OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

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PHYSICAL LOCATION WHERE PERSONAL PROPERTY IS STORED:

Lighthouse Storage of Henderson:
2429 US Hwy 60 E
Henderson, KY 42420

(270) 297-4000

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

Yes [] No []

If yes, Commanding Officer Name: _____

and Phone No.: _____

Military ID #: XXX-XX-_____

Titled Vehicle Stored? [] YES [] NO

Monthly Invoices or Receipt mailed _____ (\$2.00 Service Fee)

Motor Vehicle/Vessel to be Stored (hereinafter "Vehicle")

Check One:

Vehicle	Boat	Motorcycle	Other	Year	Make	Model
Color	Lic. No.	State	V.I.N./Serial No./Hull No.			

Name on Title: _____ Copy to File _____

Name on Registration: _____ Copy to File _____

Lienholder: _____ State: _____ Amount of Lien: \$ _____

Lienholder Address _____ Phone number _____

Insurance Company: _____ Policy Number: _____ Copy to File _____

(If name on the vehicle registration is different than the person executing this Rental Agreement, Operator may refuse to accept this Rental Agreement. If Operator accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Operator of the Vehicle.)

Additional permitted Vehicles, if any, are listed on the final page of this Rental Agreement. List all Vehicles that may be stored in the Leased Space.

1. Month-to-Month Term and Renewal: This Rental Agreement for the lease of an outdoor, uncovered, non-segregated vehicle Leased Space, (the "Leased Space") from Lighthouse Storage of Henderson, LLC, an Indiana Limited Liability Company, (hereinafter "Operator"), at Lighthouse Storage (the "Facility") for an initial term listed above as "Term" and shall automatically renew for successive one month periods on the First day of each month hereafter unless terminated as provided in Provisions 4, 20, and 21. Operator may increase Rent or other fees and charges for the Leased Space or terminate the Rental Agreement with fifteen (15) days advance written notice to Occupant. **A one (1) full calendar month minimum term is required.**

2. Rent is Due on the Renewal Date: 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 Leased Space or Facility, and other unpaid fees or charges, shall be payable monthly to Operator in advance, without demand or notice, on the Renewal Date during the term of this Rental Agreement and any extensions or renewals. The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as "Renewal Date." Money orders are never accepted for payment of Rent or Additional Rent. Occupant agrees to pay Rent and Additional Rent: in person at the Facility Office, Note: the Office Address may not be the same address as the physical location of the Facility in which case all correspondence and Rent is paid at the Office Address; by mail to the Office Address by the Facility after hours payment box "Drop Slot" if this is a feature at this location, by the 24 hour rental center "Kiosk" if an available feature at this Facility; or with a credit card which may be used in the following ways: the Kiosk, if an available feature at this Facility; by calling the office or; by calling the call center number listed in the Terms and Conditions Section; by advance written authorization; or by Operator's website www.LighthouseStorage.net (Occupant will be able to set up a password). **Notice: Occupant shall not deliver notice of change of address or Rent in the form of cash into the Facility when the office is closed, under the office door, or the drop slot, nor mail cash to the office.** It is expressly agreed that Operator does not send monthly invoices. Occupant may request monthly invoices by checking the box marked "Monthly Invoice" above. A Two Dollar and Fifty Cent (\$2.50) service charge shall be included in each invoice for this option. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. Operator may require payments of Rent to be in the form of cash, money order or cashier's check in the event Occupant is in Default or has any payment due Operator returned for any reason, including insufficient funds, or credit/debit card charge back, or once Occupant is Thirty (30) or more days late, and Operator shall refuse a check the month after the first check has been returned and Operator refuses all checks if Occupant has had on second (2) check returned for any reason for a minimum of one (1) year. **Notice: access to pay by Occupant's website or Kiosk is disabled if Occupant is more than Thirty (30) days delinquent.** Any Rent payment made by the internet or Kiosk must be in the full amount due at the time of payment. If less than full payment is made over the internet or kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the Kiosk or internet site. All delinquencies in excess of forty (40) days late must be cured by cash, cashier's check, or certified check. However, no payments can be made within ten (10) days of a lien sale unless said payment is made directly to the Operator, at the Facility, in cash or by certified check only. **Rent is non-refundable.**

3. Credit/Debit Card/ACH Authorization for Payment of Rent and Other Charges: Occupant has authorized Operator to automatically charge or debit the credit/debt 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 from the account listed in Summary Provision "H" on the First Day of each month, or as soon as reasonably practicable thereafter, the amount stated in the Terms and Conditions as Rent and Additional Rent to the credit card or bank account, for each and every month Occupant continues to occupy the Leased Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due to Operator, Operator may charge/debit the credit card listed, or may ACH Occupant's bank account, any sum due and owing upon termination including, but not exclusively, damages to the Space or Facility, any default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. Payment by credit card to cure a Rent delinquency

**LIGHTHOUSE STORAGE
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in excess of forty (40) days can only occur if Occupant presents a credit card in Occupant's own name, in person, at Operator's office or, if owned by someone other than Occupant, than the card Operator must be present at Operator's office. No credit card payments are accepted under any circumstance once Occupant is within ten (10) days of the lien sale. It is Occupant's responsibility to notify Operator 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 or the ACH is not approved by Occupant's bank/credit card provider.

4. Administration Fee: Contemporaneously with the execution of the Rental Agreement Occupant has paid to Operator a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.

5. Termination. Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (end of the month) and Occupant notifies Operator of Occupant's intent to vacate at least thirty (15) days before move out. If such notice is not given, Operator may presume Occupant still occupies the Leased Space. Operator may terminate this Rental Agreement by giving Occupant Fifteen (15) days written notice prior to the end of the Term. Operator may give shorter notice if Occupant is engaged in illegal activity, or if Occupant is deemed to be residing in the Vehicle in the Leased Space. No refunds of partial months are made if Occupant vacates the Leased Space before the end of the term. If proper notice is not if given, a Fifteen (\$15.00) dollar fee for any Leased Space with Rent of less than \$60.00 per month and a Twenty-Five (\$25.00) Dollar fee for any Leased Space with monthly Rent equal to or greater than \$60.00 per month shall be charged. Operator may give Rent shorter termination notice for illegal activity by Occupant or Occupant's guests in the Leased Space or at the Facility. Failure to give proper notice shall be grounds for deduction of Rent from Occupant's Security Deposit. The Leased Space shall be left broom clean, free of trash, Occupant shall remove the Vehicle(s) and any Personal Property (or additional Rent may accrue). Occupant shall fully vacate by the date stated in Occupant's or Operator's Notice. Operator charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Operator must remove the Vehicle or Personal Property and/or clean the Leased Space.

6. Other Charges and Fees: Occupant is in Default if Rent is not paid by the First of the Month, and any Rent accepted thereafter shall be at the sole discretion of the Operator. If Occupant is in default, the following fees shall be charged:

Late Fee (4th day late) each month	\$15.00
Written Late Notice (17th day late)	\$15.00
Written Notice of Default Charge (30th day late)	\$50.00
Lock Cut (30th day late)	\$45.00
Disc Lock Violation Fee	\$25.00
Advertising Fee	\$50.00
Sale Fee	10% of sale proceeds
NSF/Returned Check Fee	\$30.00
Dishonored Credit Card Fee	\$25.00
Transfer Rented Space Fee	\$10.00
Cleaning Fee (1 hour minimum)	\$50.00 per hour + disposal fees
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs
Invoice or Receipt Mailed	\$2.00
Failure to Give Proper Notice of Termination	\$15.00/\$25.00 depending on Monthly Rent
Boot/Chain/Deter Movement of Vehicle	\$50.00
Towing Fee in Lieu of Sale	\$200.00

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Office Address not the postmark date is used. Payments received after 5:00 p.m. are processed the next business day even if this results in the imposition of a fee. Notwithstanding the date that late or other fees and charges are imposed, if payment is not made when due, the Occupant shall be considered to be in Default and Operator may begin enforcement of its lien against Occupant's Personal Property, without regard for the date of the imposition of the Late Fee. Operator may place a device to deter movement of Vehicle after Occupant is late in payment of Rent or is otherwise in Default as provided by law. Occupant shall pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, Additional Rent, or other charges and expenses incurred in enforcing the lien by Operator, Operator's collection of any amount owed by the Occupant, or the exercise of any remedy by Operator upon a Default by Occupant (including the sale or other disposition of Occupant's Vehicle) as permitted under this Rental Agreement or by law. Occupant shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Operator's rights or Occupant's responsibilities under this Rental Agreement. All payments received are applied first to any outstanding fees and charges and then to the oldest Rent obligation, then to current Rent obligations.

7. Vehicle, Boat & RV Storage: Occupant covenants and agrees to use and occupy the Leased Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees that Occupant shall not use the Leased 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 Vehicle stored at the Leased Space and in no event may the Vehicle contain more than five (5) gallons of fuel when stored. Occupant shall maintain a drip pan or absorbent pad specifically designed to absorb petroleum based products under the Vehicle(s) of sufficient size to retain any fluids that may leak from the Vehicle. All "portable" gas tanks including LP and those attached to RVs and motors must be disconnected and shall not be stored in the Vehicle. The Vehicle will be parked only in the Leased Space, never in any common areas of the Facility. All "extendable" items must be retracted during storage. **No bailment of the Vehicle by Operator is intended or implied by this Rental Agreement.**

No property or personal items may be stored in the Vehicle other than items that are fixtures of the Vehicle, unless written permission is granted, Occupant will not store anything in the Leased Space except the Vehicle(s) listed in this Rental Agreement. No storage in other parts of the Facility outside of the marked area of the Leased Space.

Only one self contained Vehicle or item is allowed in the Leased Space unless otherwise permitted, in writing, by Operator by completing the section entitled "Additional Vehicle Information." Occupant shall not store any other vehicle other than the Vehicle(s) described in this Rental Agreement. No repair or maintenance work shall be performed on any Vehicle in the Leased Space or at the Facility, including washing or cleaning.

Occupant shall not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. 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:

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- 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.

Occupant shall not live or sleep in the Vehicle or at the Facility, nor shall animals be permitted to be stored in the Vehicle or at the Facility.

8. Vehicle Requirements: Operator must approve of any Vehicle proposed to be stored. Operator permits only and storage of boats, covered or enclosed trailers, trucks, RV, and cars which meet the guidelines of stated in this Rental Agreement. The intent of this Rental Agreement is to store Vehicles for long term storage. Further, the Vehicle must display current state registration and must have all tires (or trailer tires) inflated. The Vehicle must be in good operating condition and must be driven onto the Facility and into the Leased Space (unless a boat on a trailer). The Vehicle must have no broken glass and visible rust must be less than 5% of the total surface of the Vehicle. If the Vehicle will be absent from the Leased Space for more than ten (10) consecutive days, Occupant agrees to notify Operator of Occupant's intent to remove the Vehicle for an extended period of time and advise Operator of the estimated return date for the Vehicle. Trailer wheels must be blocked or chocked. Only approved chocks may be used. Trailer tongues and kick stands must be placed on wood or other stands so as not to damage the ground of Leased Space or the asphalt of the Facility.

9. Movement of Vehicle by Operator: Operator specifically reserves the right to move or remove the Vehicle from the Leased Space at any time in the event of an Emergency without notice to Occupant and with advance notice in the event of a non-emergency for necessary maintenance. 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. Operator shall provide Occupant with reasonable notice in the event of non-emergency maintenance and shall first seek Occupant's approval in moving the Vehicle before Operator may move, the cost of any Operator movement shall be charged to Occupant as Additional Rent. During the move, the Vehicle may not be stored at the Facility or within the fence line of the Facility. Operator shall exercise reasonable caution in moving or removing the Vehicle(s) and will endeavor to notify Occupant of the new location of the Vehicle or return the Vehicle to the Leased Space after the maintenance or Emergency has concluded. Any lock cut or pick required to be performed by Operator in order to move the Vehicle shall result in a charge to Occupant of Forty-Five Dollars (\$45.00). Said lock will not be replaced by Operator, if it is destroyed.

10. Condition of Leased Space: The Leased Space is asphalt and is numbered and striped. Occupant shall park the Vehicle in the Leased Space as indicated by any signs or markings. No parking in any other portion of the Facility, particularly where the Vehicle blocks turns or access to other spaces is permitted. No disposal of trash or other waste at the Facility without express written permission.

11. Leased Space Unavailable: If Occupant's Leased Space is not available for any reason, Occupant agrees to park Occupant's Vehicle in a spot marked "overflow" at the Facility which may be outside of the fence of the Facility and notify Operator as soon as practicable of the condition or infringement of the Leased Space. Operator shall endeavor to resolve the condition or infringement on the Leased Space as quickly as practicable. Once the infringement or condition is resolved, Operator will contact Occupant to remove Occupant's Vehicle from the overflow Leased Space. Occupant agrees to move his/her Vehicle back to the Leased Space within 48 hours of notification by Operator that the Leased Space is again available. Occupant shall pay Operator a five dollar (\$5.00) per day charge for each and every day Occupant continues to occupy the overflow Leased Space after the 48 hour notice from Operator has expired. Further, if Occupant places Occupant's Vehicle in a Leased Space other than the Leased Space (or the overflow spot if necessary) even if only partially in the wrong Leased Space, then Occupant shall be liable to Operator for a five dollar (\$5.00) per day fee for each and every day the Vehicle remains in another Leased Space after written or oral notice from Operator.

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

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Vehicle or Personal Property stored, in no event will Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of Two Thousand Five Hundred Dollars (\$2,500.00), for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Operator or Operator's agents. Occupant will not sue Operator or Operator's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 11 and 13, Operator does not concern itself with the type, quantity, or quality of the Personal Property stored.

13. Damages: Occupant shall be responsible to Operator for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Leased Space, use of the Leased Space, or use of the common areas of the Facility including damage to other Occupant's Personal Property or vehicles. In the event Operator 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.

14. Insurance and Security Type Systems: OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S VEHICLE OR PERSONAL PROPERTY IN THE VEHICLE FROM LOSS BY FIRE, THEFT, DAMAGE FROM OTHER OCCUPANTS' ACTIONS, OR ANY OTHER TYPE CASUALTY LOSS. Occupant shall, at his/her sole expense, maintain insurance on the Vehicle stored in the Leased Space with replacement cost coverage against all perils, without exception, purchased from a licensed insurance agent in the State of Kentucky at all times during storage. Vehicle insurance is required for Occupant's Vehicle Storage. The only insurance that covers the Vehicle and Personal Property stored in the Leased Space is that purchased by Occupant. Operator employs certain measures to protect Operator's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator'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 Vehicle. These Security Type Systems may include video cameras, gates, gate codes, and lighting. Check with the Facility Manager for Security Type Systems available at this Facility. However, Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be recorded at all times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other Systems should not be relied on to provide additional security for the Vehicle or the Occupant when using the Leased Space or Facility.

15. Access: Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Operator, 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 Operator or the Facility. Operator may change the times

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

16. Mold: Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Vehicle in the Leased Space. Operator shall not be liable and is hereby released from liability for mold in or on Occupant's Vehicle 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 Vehicle. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Vehicle. Occupant is advised to keep parts of the Vehicle vulnerable to mold, covered or to use a mold retardant on the parts of the Vehicle which are susceptible.

17. Release of Liability: Occupant releases Operator, its employees, agents, successors, and assigns from: (i) any and all liability resulting from damage or loss to Occupant's Vehicle or Personal Property contained in the Vehicle including, but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, pest, and rodent damage; or (ii) the acts or failure to act or negligence of Operator, its employees, or agents.

Occupant further releases Operator, 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 Occupant's use of the Leased Space and Facility.

Occupant understands that this Release of Operator's liability, including the value limitations and limitation of Operator's negligence and liability, are bargained for conditions of this Rental Agreement and Operator's consent to enter into this Rental Agreement, and that if Operator were not released and indemnified from the liability as set forth in Provisions 16 and 17 a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement.

18. Indemnification; Subrogation: Occupant agrees to have its insurer waive any right of subrogation of any claim of Occupant against Operator, its employees, or agents. Occupant agrees to indemnify, defend and hold Operator 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 Leased Space and Facility by Occupant, Occupant's invitees, and guests or any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests. Occupant shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision #17. Occupant's obligation to indemnify Operator specifically applies to any violation by Occupant of the Operator's environmental conditions and restrictions resulting in damages caused by Occupant, its invitees or guests, regardless of any negligence on the part of Occupant.

19. The Leased Space: By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator or any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Leased Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Leased Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Releases and Discharges Operator 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 Provision and the Waiver and Release contained herein.

20. Operator's Lien: Operator has a lien on the Vehicle and any Personal Property stored in the Leased Space for rent and other charges related to the Vehicle including expenses necessary to the preservation, removal, storage, preparation for sale, towing, and/or sale of the Vehicle. The Operator may satisfy the lien by selling the Vehicle or Personal Property as provided by the Kentucky Self-Service Storage Facilities Act §704.90 if Occupant defaults or fails to pay rent for the storage of the Vehicle or Personal Property abandoned after the termination of the Rental Agreement. Explanation: The Occupant's Personal Property may be sold to satisfy the lien if Occupant is in default.

21. Defaults; Operator Remedies: If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Operator in addition to such other rights Operator 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 Operator for cause, Operator may: (i) deactivate the coded gate access; (ii) chain, boot, or otherwise deter movement of the Vehicle(s) after Default; (iii) remove Occupant's lock and access the Vehicle; however, Rent and other charges shall continue to accrue after lock removal until the Vehicle is towed or otherwise disposed of; (iv) inventory and/or take possession if desired, of the Vehicle located in the Leased Space; (v) sell or dispose of the Vehicle in the Leased 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. The act of deterring movement/denying access or removing Occupant's lock shall not constitute an election of a remedy by Operator, and shall not constitute Operator taking possession of, or a bailment over, the Vehicle. The obligation to pay Rent and other charges shall not be terminated by the deterring of movement of the Vehicle or lock removal. If Occupant is in default and movement of the Vehicle is deterred, Operator is not required to remove the boot, chain, or other deactivation device until 3 business days after payment has been made in full. In any case Operator shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Leased Space or Vehicle after late payment arising from failure to immediately remove Operator's deactivation device. In the event of Default, Occupant forfeits any concessions received and Rent for the Leased Space shall automatically increase to the then current market rate. Alternatively, in lieu of a sale, the Operator may cause the Occupant's Vehicle to be towed or removed from the Facility once the Occupant is at least forty-five (45) days late.

All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

22. Notices: Except as otherwise required by law, all notices under this Rental Agreement from Operator 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 Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Operator in writing, **via certified mail return receipt requested to the Facility Address; or in person on a form prescribed by Operator at the Facility Kiosk, (if available) or, by the Facility website with a password, if the feature is available, of any change in Occupant's address or of intent to vacate at the end of the term.**

23. Partial Payments or Payment in the Event of Default: Partial payments shall not be accepted.

24. Assignment and Subletting: Occupant may not assign its rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Operator. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

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25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Kentucky without regard to its conflict of laws provisions. Operator 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. Operator and Occupant further agree that the Federal or State courts in the County where the Facility is located in Kentucky shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.
26. **Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager or Operator.
27. **Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neutral gender and the singular or plural number shall be deemed to include the others.
28. **Agreement to Mediate:** Operator and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Operator's right to conduct a lien sale, declare an abandonment, tow the Vehicle, dispose of Personal Property, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Operator 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 will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant located within 15 miles of the Facility. In the mediation, Operator 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, Operator 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 Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
29. **Agreement to Arbitrate:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. The election by either party for binding arbitration may be made at any time, 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 as is specified by Operator. 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 Operator.
30. **Operator's Employees:** In the event Occupant requests any of Operator'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 Operator for any loss, charge or injury Occupant may suffer related to the use of Operator's employees. Occupant further agrees that his/her interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.
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 Leased Space "AS IS":** Occupant inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Occupant rents such Leased Space **and accepts the same "as is."** Operator makes no express warranties. Operator 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 Operator's agents have no authority to make warranties, express or implied.
33. **Pest Control:** Occupant is advised that Operator may use chemicals at the Facility, including around the Leased Space, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Vehicle, including any tires on the Vehicle. 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 Vehicle and Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Operator, if at all, is around the Facility containing the Leased Space.
34. **Permission to Call, Text, Fax and/or E-Mail:** Occupant recognizes Operator and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Operator from contacting Occupant by phone, fax, text or e-mail, Occupant hereby consents to Operator phoning, faxing, texting and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Operator permission to send text messages to Occupant's provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Leased Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Occupant consents to Operator 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 Operator and to notify Operator of any change in Occupant's email address.
35. **Snow Removal:** Owner, in the event of snow, only clears the common drives and parking lots, any snow or ice in front of the Rented Space is Renter's responsibility to remove. Owner does not plow unless the snowfall is at least Six (6) inches. Renter is advised that by clearing snow or ice, Owner may create un-natural accumulations of snow or ice (such as piles of snow off the side of a snow plow), which are slippery and which Renter must clear or step over to access the Rented Space. Further, Owner does not begin plowing operations until the snow fall has ended. Owner does not warrant at any time that all snow and ice will be removed or completely clear. During snowfalls, if conditions are not deemed safe by Owner to allow Renter on to the Facility, such access will be denied. The Owner plows drive aisles at the Facility to within no less than 20 inches from the door to the Rented Space or the access door to the building containing the Rented Space. Renter understands that the act of plowing will result in additional snow being placed within the area between the plowing site and the door to the Rented Space and that it is Renter's responsibility to either safely remove the snow or ice between the plowed area of the drive aisle and the Rented Space, and to use extreme caution when crossing over the untreated area of the drive aisle between the plowing area and the door to the Rented Space, even if unnatural accumulations of snow or ice are placed in such area.
36. **Rules and Regulation:** The Rules and Regulation of this Facility are incorporated herein and made a part of this 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.

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

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

“Owner”:
Lighthouse Storage of Henderson LLC

“Occupant”

BY: _____

Signature: _____

Date Signed: _____

Printed Name: _____

****I HAVE READ ALL SEVEN (7) PAGES OF THIS RENTAL AGREEMENT****

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

ADDITIONAL VEHICLE INFORMATION

List all Vehicles that may be stored in the Leased Space. Use additional pages if needed.

A. Check One:

Vehicle	Boat	Motor	Year	Make	Model

Color	Lic. No.	State	V.I.N./Serial No./Hull No.

Name on Title: _____ Copy to File ___ initials
 Name on Registration: _____ State: _____ Copy to File ___ initials
 Lienholder: _____ State: _____ Amount of Lien: \$ _____
 Lienholder Address: _____ Phone Number _____
 Insurance Company: _____ Policy Number: _____ Copy to File ___

B. Check One:

Vehicle	Boat	Motor	Year	Make	Model

Color	Lic. No.	State	V.I.N./Serial No./Hull No.

Name on Title: _____ Copy to File ___ initials
 Name on Registration: _____ State: _____ Copy to File ___ initials
 Lienholder: _____ State: _____ Amount of Lien: \$ _____
 Lienholder Address: _____ Phone Number _____
 Insurance Company: _____ Policy Number: _____ Copy to File ___