

**LIGHTHOUSE STORAGE**  
**INDIANA MONTHLY RENTAL AGREEMENT**

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**NOTICE TO RENTER:** THE OWNER OF THIS SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY STORED IN THIS SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES THAT ACCRUE IN CONNECTION WITH THE PERSONAL PROPERTY UNDER THIS RENTAL AGREEMENT; FOR ALL EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY; AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY. IN THE EVENT YOU, AS RENTER, ARE IN DEFAULT THE OWNER MAY SELL AT PUBLIC OR PRIVATE SALE OR OTHERWISE DISPOSE OF YOUR PERSONAL PROPERTY IN ORDER TO ENFORCE ITS LIEN UNDER THE INDIANA SELF-SERVICE STORAGE ACT 26-3-8 ET SEQ.

**TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:**

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

- A) \_\_\_\_\_ (the "Renter")  
Name \_\_\_\_\_ E-mail address \_\_\_\_\_
- B) \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- C) \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State \_\_\_\_\_
- D) ~~XXX-XX-~~ \_\_\_\_\_  
SSN \_\_\_\_\_ Date of Birth \_\_\_\_\_
- E) \_\_\_\_\_  
Employer \_\_\_\_\_ Address \_\_\_\_\_ Telephone No. \_\_\_\_\_
- F) Alternate Person to whom Owner can send notices to (including default notices if Owner cannot reach Renter. Do not list someone living with Renter. If no one, write "none"):  
\_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Email \_\_\_\_\_

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

- G) Autopay: Renter has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Renter or upon which Renter 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) Renter authorizes Owner to deduct the Rent and other charges due from Renter'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.)

Current Monthly Rent: \$ \_\_\_\_\_  
Administration Fee: \_\_\_\_\_  
Insurance: \_\_\_\_\_  
Merchandise: \_\_\_\_\_  
Total Paid at Signing: \_\_\_\_\_

Rent Paid Through: \_\_\_\_\_  
Space Rented No. (The "Rented Space"): \_\_\_\_\_  
Approximate Size: \_\_\_\_\_ X \_\_\_\_\_  
Gate Access Code: \_\_\_\_\_  
Lease Number: \_\_\_\_\_  
Day of the Month Rent is Due "Renewal Date": \_\_\_\_\_

The description of the Rented 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 Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the space not by the square foot.

**NOTICE TO RENTER: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE RENTER 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  
(812) 547-3999

- 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.

**PHYSICAL LOCATION WHERE PERSONAL PROPERTY IS STORED:**

Lighthouse Storage - Tell City:

1120 23rd Street

Tell City, IN 47586

(812) 547-3999

Is Renter 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 Rented 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 "Rented Space") from Perfequity, LLC, an Indiana Limited Liability Company (hereinafter "Owner"), 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. Owner may increase Rent or other fees and charges for the Rented Space or terminate the Rental Agreement with thirty (30) days advance written notice to Renter. **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 Rented Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner 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. Renter 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 Facility 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 Owner's website [www.lighthousestorage.net](http://www.lighthousestorage.net) (Renter will be able to set up a password); **Notice: Renter 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 Facility Office.** It is expressly agreed that Owner does not send monthly invoices. Renter 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. Renter shall not fail to pay Rent because Renter does not receive an invoice. Owner may require payments of Rent to be in the form of cash, money order or cashier's check in the event Renter is in Default or has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back, or once Renter is Forty-Five (45) or more days late, and Owner shall refuse a check the month after the first check has been returned and Owner refuses all checks if Renter has had on second (2) check returned for any reason for a minimum of one (1) year. **Notice: access to pay by Renter's website or Kiosk is disabled if Renter is more than forty-five (45) 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 Renter at Renter's last known address, even if Renter obtains a receipt from the Kiosk or internet site. All delinquencies in excess of seventy-five (75) 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 Owner, 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:** Renter has authorized Owner 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 Renter or upon which Renter has authority to charge) or alternatively Renter 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 Renter continues to occupy the Rented Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Renter. In any circumstance, in the event Renter terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due to Owner, Owner may charge/debit the credit card listed, or may ACH Renter'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-five (45) days can only occur if Renter presents a credit card in Renter's own name, in person, at Owner's Office or, if owned by someone other than Renter, than the card Owner must be present at Owner's office. No credit card payments are accepted under any circumstance once Renter is within ten (10) days of the lien sale. It is Renter's responsibility to notify Owner of any new or updated account information if the bank account or credit card information changes (including updating an expiration date on a credit card.) Renter shall be charged late fees and other default charges if the credit card payment or the ACH is not approved by Renter's bank/credit card provider.

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

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

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

**6. Other Charges and Fees:** Renter 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 Owner. If Renter is in default, the following fees shall be charged:

Late Fee (4th day late) each month	\$15.00
Written Late Notice (17 <sup>th</sup> day late)	\$15.00
Written Notice of Default Charge (30 <sup>th</sup> day late)	\$50.00
Lock Cut (30 <sup>th</sup> 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

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Facility Office, not the postmark date is used. Renter 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, Owner may begin enforcement of Owner's lien against Renter's Personal Property, as permitted by Indiana Statute. Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Owner, Owner's collection of any amount owed by the Renter, or the exercise of any remedy by Owner upon a Default by Renter (including the sale or other disposition of Renter's Personal Property) as permitted under this Rental Agreement or by law. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Renter's responsibilities under this Rental Agreement.

**7. Use of the Rented Space and Prohibited Storage:** The Rented Space shall be used and occupied only for the storing of Personal Property owned by Renter. Renter shall keep the Rented Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse, no guns or alcohol may be stored in the Rented Space. No semi-trucks are permitted on the Facility without written permission. The Rented Space is to be used only for storage of property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of property. Renter shall not use the Rented Space for the operation of any commercial, industrial, manufacturing or distribution business. Renter shall not use the Rented Space for the use or storage of any food (without Owner's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture; contraband or illegal substances; or for any unlawful purpose of any kind. The Rented Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Renter. Renter specifically waives any claim to sentimental or emotional attachment to any Personal Property stored. Renter shall not engage in any activity in the Rented Space which produces or releases such prohibited materials. Renter shall not use the Rented 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 Rented Space and in such case Renter shall store the Personal Property with a full 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 Rented Space. No gas canisters shall be stored in the Rented Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Rented Space.**

Renter shall not live or sleep in the Rented Space or Facility, nor shall animals be permitted to be stored in the Rented Space or Facility. Renter shall not use or allow the Rented Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

**8. Limitation on Value of Personal Property:** Renter agrees not to store Personal Property in the Rented Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the prior written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed Two Thousand Five Hundred (\$2,500.00). By this Rental Agreement, Owner is generally not liable for the loss of Renter's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that

Renter's Personal Property has any value whatsoever. **Higher value limits may be available from Owner for additional consideration if so requested by Renter in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner for details.**

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Personal Property stored, in no event will Owner or Owner's agents be liable to Renter or Renter'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 Owner or Owner's agents. Renter will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Renter complies with the requirements of Provisions 7 and 8, Owner does not concern itself with the type, quantity, or quality of the Personal Property stored.

**9. Damages:** Renter shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Renter's storage in the Rented Space, use of the Rented Space, or use of the common areas of the Facility including damage to other Renter's Personal Property or other Renters' vehicles. In the event Owner invoices Renter for any charges for repairs, clean-up, replacement, or other damages suffered, Renter 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:** Renter agrees, at Renter's sole expense, to maintain insurance on all Personal Property stored in the Rented Space with actual cash value coverage against all perils, fire, extended coverage endorsement, burglary, vandalism and malicious mischief. Renter's failure to maintain such insurance shall mean that Renter 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 Indiana. Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from his/her obligation of insuring his/her Personal Property. These Security Type Systems may include video cameras, gates, gate codes, and lighting. Renter acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Rented Space. Video cameras, if any, may not be recorded or may not be recorded at all time 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 Renter when using the Rented Space.

**11. Access:** Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at the entry of the Facility or the Facility Office, or Owner's website, or mailed to Renter. In the event of an emergency or catastrophe at or around the Facility, Owner may require Renter enter only when escorted by Owner's employees or agents or Owner may deny access to the Rented Space and Facility. Owner shall not be liable for Renter's inability to enter the Facility or Rented Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Renter.

**12. Temperature Control:** Indiana law does not define the term "temperature controlled". This Provision defines the responsibilities of Owner for providing temperature control to the Rented Space. If the Rented Space leased under this Rental Agreement between Owner and Renter is a temperature controlled Rented Space. Owner provides heating and air conditioning to the building containing the Rented Space. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Rented Space by heating to no less than forty-five degrees (45°) Fahrenheit and by cooling the Rented Space to no more than eighty-five degrees (85°) Fahrenheit. Renter 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 Renter understands that heating systems and their power sources are not redundant. Further, the temperature in the building containing the Rented Space may vary from the temperature of the Rented Space. Renter agrees to release Owner from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Owner's direct control.

**13. Humidity in the Rented Space:** Owner does not represent that the Rented 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:** Renter understands that there is a risk of the growth of mold and/or mildew on Renter's Personal Property in any Rented Space rented. Owner does not warrant the Rented Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold on Renter's Personal Property from whatever source and no matter how it occurs. Renter 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 Renter's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Rented Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Rented Space. Renter understands that any Personal Property brought into the Rented Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Rented Space even if Owner air conditions the Rented Space. Renter shall periodically inspect the Rented Space and the Personal Property and take any and all actions necessary to protect Renter's Personal Property from mold/mildew.

**15. Locked Rented Space; Storage Renter's Risk; Abandonment:** Renter is required to keep the Rented Space locked. Owner requires disc style locks and sells them in the Facility Office. Owner does not maintain a key to any lock used by Renter. If Owner finds an occupied Rented 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, Owner will notify Renter, and Owner may, but is not required to, lock the Rented Space with Owner's lock at Renter's expense. If Owner chooses to re-secure the Rented Space, and Renter does not replace the lock, then after 5 days, Owner shall put a new lock on the Rented Space and charge Renter's account. The keys will be mailed to Renter's last known address. All Personal Property stored by Renter within the Rented Space shall be at Renter's sole risk. **If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100) Owner may consider the Rented Space abandoned and dispose or sell of any or all Personal Property in the Rented Space.** Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Renter's Personal Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Personal Property.

**16. Release of Liability:** Renter releases Owner, its employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents.

Renter further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's family or invitees arising out of Renter's use of the Rented Space and Facility.

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

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

**18. Owner May Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Renter's lock and enter the Rented Space, without notice to Renter, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Renter's lock and enter the Rented Space with reasonable notice to Renter to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days notice to Renter of the Work and, if Renter is available, will schedule an appointment with Renter to remove Renter's lock to allow the Work. If Renter is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 15. Renter is notified that Owner complies with all search warrants and subpoenas for Renter information.

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

**20. Owner's Lien:** Pursuant to the Indiana Self-Service Storage Act, § IC 26-3-8 et seq., the Owner of a self storage Facility has a lien on all Personal Property present in the self-service storage Facility for: (1) rent, labor, or other charges that accrue in connection with the Personal Property under the Rental Agreement; (2) expenses necessary for the preservation of the Personal Property; and (3) expenses reasonably incurred in the sale or other disposition of the Personal Property. The lien attaches upon storage of the Personal Property.

Explanation: The Personal Property Renter has stored in the Rented Space may be sold or otherwise disposed of if Renter defaults or fails to pay Rent for the storage of the Personal Property under this Rental Agreement.

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

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

**22. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address, or e-mailed to the e-mail address provided by Renter in the Terms and Conditions and shall be conclusively presumed to have been received by Renter three (3) business days after mailing, or upon emailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Facility Office Mailing Address listed on the first page of this Rental Agreement. Renter is responsible for notifying Owner in writing, via certified mail return receipt requested to the Facility Address; or in person on a form prescribed by Owner, at the Facility Kiosk, (if available) or, via the Facility website with a password, if the feature is available, of any change in Renter'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:** Renter may not assign its rights under this Rental Agreement or sublet the Rented Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. Owner and Renter agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Renter further agree that the Federal or State courts in the County where the Facility is located in Indiana 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 Renter and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.
27. **Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or 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 Owner and Renter pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Renter, 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 Owner and Renter located within 15 miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. 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 Owner. 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 Renter and Owner.
30. **Owner's Employees:** In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.
31. **Warranty of Information:** Renter 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. **Renter's Acceptance of the Rented Space "AS IS":** Renter inspected or had the right to inspect the Rented Space and Facility before signing this Rental Agreement and finds the Rented Space to be suitable for the purpose for which Renter rents such Rented Space **and accepts the same "as is."** Owner makes no express warranties. Owner disclaims and Renter 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. Renter acknowledges that Owner's Agents have no authority to make warranties, express or implied.
33. **Pest Control:** Renter is advised that Owner may use chemicals at the Facility including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Rented Space. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Renter deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is in common areas other than the Rented Space.
34. **The Rented Space:** By signing this Agreement Renter acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to Renter as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Rented Space, and Renter acknowledges and agrees to the following: (a) that, prior to signing, Renter was given the opportunity to measure the dimensions of the Rented Space; (b) that Renter is satisfied therewith, whether or not Renter measured the Rented Space; (c) that Renter agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Rented Space; (d) that Renter hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Rented Space, and the size, or dimensions, thereof as Renter believed existed at the time Renter signed this Agreement; and (e) that Renter hereby fully, and forever, Releases and Discharges Owner from any, and all liability for damages, and all other types of relief, to which Renter otherwise would have had the right to obtain but for Renter'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:** Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, text or e-mail, Renter hereby consents to Owner phoning, faxing, and e-mailing Renter and that these communications are related to the business relationship. Renter further gives Owner permission to send text messages to Renter’s provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter’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 twelve (12) 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 Owner at all times unless Renter receives written permission in the form of a signed electricity addendum. Use of electricity without Owner’s approval constitutes a default under This Agreement and Owner may retroactively add a charge of \$20.00 a month for any month the Rented Space has been occupied by Renter. Owner is not liable for any damages which occur as a result of unauthorized use of Owner’s electricity including disconnection of electricity, outages, or surges which may cause damage to 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 Renter 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 Renter’s own risk. Renter releases, holds harmless, and agrees to indemnify Owner from any damage Renter may suffer as a result of the use of the Cart and/or for personal injury Renter suffers as a result of use or misuse of the Cart whether or not Renter’s actions were negligent in the use of the Cart.

39. **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.

40. **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 Renters 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.

“Owner”:  
Perfequity, LLC  
d/b/a Lighthouse Storage - Tell City

BY: \_\_\_\_\_

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

“Renter”

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 Perfequity, LLC dba Lighthouse Storage - Tell City as "Owner" and \_\_\_\_\_ as "Renter", is made on the same date as the Monthly Rental Agreement, and intends to amend and modify the Monthly Rental Agreement as follows:

Renter desires to rent from Owner an enclosed self-service Rented 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 Rented Space.

IT IS THEREFORE AGREED:

- 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 Rented Space.**

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

Space # Leased \_\_\_\_\_ (the "Rented Space")

- 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 Rented Space, (the "Rented Space") for the storage of the Vehicle(s) listed in this Addendum, from Perfequity, LLC, an Indiana Limited Liability Company (hereinafter "Owner"), 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 4, 20, and 21. ."

- Provision 7, "Use of Rented Space and Prohibited Storage," sentence 1, is stricken and replaced as follows:

"The Rented Space shall be used and occupied for the purpose of storing the Vehicle listed in this Vehicle Storage Addendum, owned by Renter, 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."

- 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 Renter is a Vehicle and in addition to any other instances of Default herein, Owner may take any steps necessary to prevent Renter from returning the Vehicle to the Rented



Space, once removed. Once the Vehicle is removed at the request of Owner, or is removed voluntarily by Renter, then Renter shall lose any status of licensee to enter the Facility or Rented Space and may be considered trespassing on the land on which the Facility is located.

Alternatively, in lieu of a sale, the Owner may cause the Renter's Vehicle to be towed or removed from the Facility once the Renter 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 Rented 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) Renter specifically agrees that Renter shall not use the Rented 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 Rented Space and in and in such case Renter shall store the Vehicle with no gas in the tank. Renter 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 Rented 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.

**"Owner"**  
**Perfequity, LLC**  
**dba Lighthouse Storage - Tell City**

**"Renter"**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Its: Authorized Agent

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

\_\_\_\_\_

Additional Vehicle that may be stored in the Rented 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 Rented Space.

**LIGHTHOUSE STORAGE  
INDIANA OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

Page 1 of 7

**NOTICE TO RENTER:** THE OWNER OF THIS SELF-SERVICE STORAGE FACILITY HAS A LIEN UPON ALL PERSONAL PROPERTY STORED IN THIS SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR OTHER CHARGES THAT ACCRUE IN CONNECTION WITH THE PERSONAL PROPERTY UNDER THIS RENTAL AGREEMENT; FOR ALL EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY; AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE PERSONAL PROPERTY. IN THE EVENT YOU, AS RENTER, ARE IN DEFAULT THE OWNER MAY SELL AT PUBLIC OR PRIVATE SALE OR OTHERWISE DISPOSE OF YOUR PERSONAL PROPERTY IN ORDER TO ENFORCE ITS LIEN UNDER THE INDIANA SELF-SERVICE STORAGE ACT 26-3-8 ET SEQ.

**TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:**

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

- A) \_\_\_\_\_  
Name E-mail address
- B) \_\_\_\_\_  
Street Address City State Zip
- C) \_\_\_\_\_  
Telephone No. Cell Phone No. Driver's License No. State
- D) XXX-XX- \_\_\_\_\_  
SSN Date of Birth
- E) \_\_\_\_\_  
Employer Address Telephone No.
- F) Alternate Person to whom Owner can send notices to (including default notices if Owner cannot reach Renter. Do not list someone living with Renter. If no one, write "none"):
- \_\_\_\_\_
- Name Address City State Zip
- \_\_\_\_\_
- Telephone No. Email

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

G) **Autopay:** Renter has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Renter or upon which Renter has authority to charge as described in Provision #3 below:

Name on card \_\_\_\_\_ Expiration \_\_\_\_\_ Security Code \_\_\_\_\_  
Type of card \_\_\_\_\_  
Credit/Debit Card Number: XXXX-XXXX-XXXX-\_\_\_\_\_  
Credit/Debit Card Billing Address: \_\_\_\_\_

H) Renter authorizes Owner to deduct the Rent and other charges due from Renter'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: \$ \_\_\_\_\_  
Administration Fee: \$ \_\_\_\_\_  
Insurance: \$ \_\_\_\_\_  
Merchandise: \_\_\_\_\_  
Total Paid at Signing: \$ \_\_\_\_\_

Rent Paid Through: \_\_\_\_\_  
Space Rented No. (The "Rented Space"): \_\_\_\_\_  
Approximate Size: \_\_\_\_\_ ' X \_\_\_\_\_ '  
Gate Access Code: \_\_\_\_\_  
Lease Number: \_\_\_\_\_ - \_\_\_\_\_

The description of the Rented 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 Rented Space actually contains more or less square feet than set forth herein and no refund is due if the Rented Space contains less square feet than stated. Renter is renting the Rented Space by the space not by the square foot.

**NOTICE TO RENTER: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE RENTER 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  
(812) 547-3999

•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.

**INDIANA OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

**PHYSICAL LOCATION WHERE PERSONAL PROPERTY IS STORED:**

Lighthouse Storage of Tell City  
1120 23rd Street  
Tell City, IN 47586

(812) 547-3999

Is Renter 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 Number: \_\_\_\_\_

Military ID #: XXX-XX-\_\_\_\_\_

Titled Vehicle Stored? Yes  No   
(If YES, Vehicle Addendum or Rental Agreement required) \_\_\_\_\_

Temperature Controlled Rented Space? Yes  No

(If YES, Provision 12 applies.) \_\_\_\_\_

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, Owner may refuse to accept this Rental Agreement. If Owner accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner 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 Rented Space.**

- 1. Month-to-Month Term and Renewal:** This Rental Agreement for the lease of an outdoor, uncovered, non-segregated vehicle Rented Space, (the "Rented Space") from Perfequity LLC, an Indiana Limited Liability Company, dba Lighthouse Storage – Tell City, (hereinafter "Owner"), 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 for in Provisions 4, 20, and 21. Owner may increase Rent or other fees and charges for the Rented Space or terminate the Rental Agreement with thirty (30) days advance written notice to Renter. **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 Rented Space or Facility, and other unpaid fees or charges, shall be payable monthly to Owner 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. Renter 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 Owner's website [www.LighthouseStorage.net](http://www.LighthouseStorage.net) (Renter will be able to set up a password). **Notice: Renter 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 Owner does not send monthly invoices. Renter may request monthly invoices by checking the box marked "Monthly Invoice" above. A Two Dollar and Fifty Cent (\$.50) service charge shall be included in each invoice for this option. Renter shall not fail to pay Rent because Renter does not receive an invoice. Owner may require payments of Rent to be in the form of cash, money order or cashier's check in the event Renter is in Default or has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back, or once Renter is Forty-Five (45) or more days late, and Owner shall refuse a check the month after the first check has been returned and Owner refuses all checks if Renter has had on second (2) check returned for any reason for a minimum of one (1) year. **Notice: access to pay by Renter's website or Kiosk is disabled if Renter is more than Forty-Five (45) 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 Renter at Renter's last known address, even if Renter obtains a receipt from the Kiosk or internet site. All delinquencies in excess of seventy-five (75) 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 Owner, 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:** Renter has authorized Owner 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 Renter or upon which Renter has authority to charge) or alternatively Renter 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 Renter continues to occupy the Rented Space. This authorization shall continue and include any

**INDIANA OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

increases in Rent and other charges assessed to the Renter. In any circumstance, in the event Renter terminates this authorization or the Rental Agreement owing any Rent, Additional Rent, or other charges due to Owner, Owner may charge/debit the credit card listed, or may ACH Renter'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 fortyfive (45) days can only occur if Renter presents a credit card in Renter's own name, in person, at Owner's office or, if owned by someone other than Renter, than the card Owner must be present at Owner's office. No credit card payments are accepted under any circumstance once Renter is within ten (10) days of the lien sale. It is Renter's responsibility to notify Owner of any new or updated account information if the bank account or credit card information changes (including updating an expiration date on a credit card.) Renter shall be charged late fees and other default charges if the credit card payment or the ACH is not approved by Renter's bank/credit card provider.

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

**5. Termination.** Renter 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 Renter notifies Owner of Renter's intent to vacate at least thirty (30) days before move out. If such notice is not given, Owner may presume Renter still occupies the Rented Space. Owner may terminate this Rental Agreement by giving Renter Thirty (30) days written notice prior to the end of the Term. Owner may give shorter notice if Renter is engaged in illegal activity, or if Renter is deemed to be residing in the Vehicle in the Rented Space. No refunds of partial months are made if Renter vacates the Rented Space before the end of the term. If proper notice is not if given, a Fifteen (\$15.00) dollar fee for any Rented Space with Rent of less than \$60.00 per month and a Twenty-Five (\$25.00) Dollar fee for any Rented Space with monthly Rent equal to or greater than \$60.00 per month shall be charged. Owner may give Rent shorter termination notice for illegal activity by Renter or Renter's guests in the Rented Space or at the Facility. Failure to give proper notice shall be grounds for deduction of Rent from Renter's Security Deposit. The Rented Space shall be left broom clean, free of trash, Renter shall remove the Vehicle(s) and any Personal Property (or additional Rent may accrue). Renter shall fully vacate by the date stated in Renter's or Owner's Notice. Owner charges and Renter is responsible for a Twenty-five Dollar (\$25.00) per person, per hour charge for cleaning the Rented Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove the Vehicle or Personal Property and/or clean the Rented Space.

**6. Other Charges and Fees:** Renter 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 Owner. If Renter is in default, the following fees shall be charged:

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

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 Renter shall be considered to be in Default and Owner may begin enforcement of its lien against Renter's Personal Property, without regard for the date of the imposition of the Late Fee. Owner may place a device to deter movement of Vehicle after Renter is late in payment of Rent or is otherwise in Default as provided by law. Renter shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, Additional Rent, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by the Renter, or the exercise of any remedy by Owner upon a Default by Renter (including the sale or other disposition of Renter's Vehicle) as permitted under this Rental Agreement or by law. Renter shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Renter'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:** Renter covenants and agrees to use and occupy the Rented Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees that Renter shall not use the Rented 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 Rented Space and in no event may the Vehicle contain more than five (5) gallons of fuel when stored. Renter 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 Rented Space, never in any common areas of the Facility. All "extendable" items must be retracted during storage. **No bailment of the Vehicle by Owner 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, Renter will not store anything in the Rented 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 Rented Space.

Only one self-contained Vehicle or item is allowed in the Rented Space unless otherwise permitted, in writing, by Owner by completing the section entitled "Additional Vehicle Information." Renter 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 Rented Space or at the Facility, including washing or cleaning.

Renter shall not use or allow the Rented 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:

- 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.

**Renter 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:** Owner must approve of any Vehicle proposed to be stored. Owner 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 Rented 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 Rented Space for more than ten (10) consecutive days, Renter agrees to notify Owner of Renter's intent to remove the Vehicle for an extended period of time and advise Owner 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 Rented Space or the asphalt of the Facility.

**9. Movement of Vehicle by Owner:** Owner specifically reserves the right to move or remove the Vehicle from the Rented Space at any time in the event of an Emergency without notice to Renter 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. Owner shall provide Renter with reasonable notice in the event of non-emergency maintenance and shall first seek Renter's approval in moving the Vehicle before Owner may move, the cost of any Owner movement shall be charged to Renter as Additional Rent. During the move, the Vehicle may not be stored at the Facility or within the fence line of the Facility. Owner shall exercise reasonable caution in moving or removing the Vehicle(s) and will endeavor to notify Renter of the new location of the Vehicle or return the Vehicle to the Rented Space after the maintenance or Emergency has concluded. Any lock cut or pick required to be performed by Owner in order to move the Vehicle shall result in a charge to Renter of Twenty-Five Dollars (\$25.00). Said lock will not be replaced by Owner, if it is destroyed.

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

**12. Limitation on Value of Personal Property:** Renter agrees not to store a Vehicle in the Rented Space with a total value in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the prior written permission of the Owner. 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, Owner is generally not liable for the loss of Renter's Vehicle. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Renter's Vehicle or Personal Property has any value whatsoever. **Higher value limits may be available from Owner for additional consideration if so requested by Renter in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner for details.**

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Vehicle or Personal Property stored, in no event will Owner or Owner's agents be liable to Renter or Renter'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 Owner or Owner's agents. Renter will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Renter complies with the requirements of Provisions 11 and 13, Owner does not concern itself with the type, quantity, or quality of the Personal Property stored.

**13. Damages:** Renter shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Renter's storage in the Rented Space, use of the Rented Space, or use of the common areas of the Facility including damage to other renter's Personal Property or vehicles. In the event Owner invoices Renter for any charges for repairs, clean-up, replacement, or other damages suffered, Renter 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:** OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE RENTER'S VEHICLE OR PERSONAL PROPERTY IN THE VEHICLE FROM LOSS BY FIRE, THEFT, DAMAGE FROM OTHER RENTERS' ACTIONS, OR ANY OTHER TYPE CASUALTY LOSS. Renter shall, at his/her sole expense, maintain insurance on the Vehicle stored in the Rented Space with replacement cost coverage against all perils, without exception, purchased from a licensed insurance agent in the State of Indiana at all times during storage. Vehicle insurance is required for Renter's Vehicle Storage. The only insurance that covers the Vehicle and Personal Property stored in the Rented Space is that purchased by Renter. Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Renter and shall in no way release Renter from Renter's obligation of insuring Renter'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, Renter acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Rented 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 Renter when using the Rented Space or Facility.

**15. Access:** Renter's access to the Rented Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Renter, limiting hours of operation, or requiring Renter to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at the entry of the Facility or the Facility Office, or Owner's website, or mailed to Renter. In the event of an emergency or catastrophe at or around the Facility, Owner may require Renter enter only when escorted by Owner's employees or agents or Owner may deny access to the Rented Space and Facility. Owner shall not be liable for Renter's inability to enter the Facility or Rented Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Renter.

**16. Mold:** Renter understands that there is a risk of the growth of mold and/or mildew on Renter's Vehicle in the Rented Space. Owner shall not be liable and is hereby released from liability for mold in or on Renter's Vehicle from whatever source and no matter how it occurs. Renter 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 Renter's Vehicle. Renter 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:** Renter releases Owner, its employees, agents, successors, and assigns from: (i) any and all liability resulting from damage or loss to Renter'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 Owner, its employees, or agents.

Renter further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Renter and Renter's family or invitees arising out of Renter's use of the Rented Space and Facility.

Renter understands that this Release of Owner's liability, including the value limitations and limitation of Owner's negligence and liability, are bargained for conditions of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner 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 Owner would not enter into this Rental Agreement.

**18. Indemnification; Subrogation:** Renter agrees to have its insurer waive any right of subrogation of any claim of Renter against Owner, its employees, or agents. Renter agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Renter's Personal Property however occurring, or arising out of or related to the use of the Rented Space and Facility by Renter, Renter's invitees, and guests or any breach of this Rental Agreement by Renter, Renter's invitees, or guests. Renter shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #17. Renter's obligation to indemnify Owner specifically applies to any violation by Renter of the Owner's environmental conditions and restrictions resulting in damages caused by Renter, its invitees or guests, regardless of any negligence on the part of Renter.

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

**20. Owner's Lien:** Owner has a lien on the Vehicle and any Personal Property stored in the Rented 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 Owner may satisfy the lien by selling the Vehicle or Personal Property as provided by the Indiana Self-Service Storage Facilities Act §704.90 if Renter 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 Renter's Personal Property may be sold to satisfy the lien if Renter is in default.

**21. Defaults; Owner Remedies:** If Renter breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights Owner may have under this Rental Agreement and law, shall have the right to terminate this Rental Agreement. If Renter fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate the coded gate access; (ii) chain, boot, or otherwise deter movement of the Vehicle(s) after Default; (iii) remove Renter'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 Rented Space; (v) sell or dispose of the Vehicle in the Rented 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 Renter. The act of deterring movement/denying access or removing Renter's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the 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 Renter is in default and movement of the Vehicle is deterred, Owner 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 Owner shall not be liable to Renter for any damages Renter suffers as a result of not being able to get access to the Rented Space or Vehicle after late payment arising from failure to immediately remove Owner's deactivation device. In the event of Default, Renter forfeits any concessions received and Rent for the Rented Space shall automatically increase to the then current market rate. Alternatively, in lieu of a sale, the Owner may cause the Renter's Vehicle to be towed or removed from the Facility once the Renter is at least Sixty (60) days late.

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

**22. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Renter shall be mailed by first class U.S. mail, postage pre-paid, to Renter's last known address, or e-mailed to the e-mail address provided by Renter in the Terms and Conditions and shall be conclusively presumed to have been received by Renter three (3) business days after mailing, or upon emailing. All notices from Renter to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement. Renter is responsible for notifying Owner in writing, via certified mail return receipt requested to the Facility Address; or in person on a form prescribed by Owner at the Facility Kiosk, (if available) or, by the Facility website with a password, if the feature is available, of any change in Renter'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:** Renter may not assign its rights under this Rental Agreement or sublet the Rented Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
25. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Indiana without regard to its conflict of laws provisions. Owner and Renter agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Renter further agree that the Federal or State courts in the County where the Facility is located in Indiana 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 Renter and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager or Owner.
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:** Owner and Renter agree as follows: with the exception of non-payment of Renter's Rent and Owner'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 Owner and Renter, 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 Owner and Renter located within 15 miles of the Facility. In the mediation, Owner and Renter shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Renter may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Renter. 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 Owner. 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 Renter and Owner.
30. **Owner's Employees:** In the event Renter requests any of Owner's employees to perform any services for Renter, it shall be done at Renter's own risk as Renter's agent, regardless of whether payment is made for said service(s). Renter agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Renter may suffer related to the use of Owner's employees. Renter further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.
31. **Warranty of Information:** Renter 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. **Renter's Acceptance of Rented Space "AS IS":** Renter inspected or had the right to inspect the Rented Space and Facility before signing this Rental Agreement and finds the Rented Space to be suitable for the purpose for which Renter rents such Rented Space **and accepts the same "as is."** Owner makes no express warranties. Owner disclaims and Renter 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. Renter acknowledges that Owner's agents have no authority to make warranties, express or implied.
33. **Pest Control:** Renter is advised that Owner may use chemicals at the Facility, including around the Rented Space, for pest control. For this reason, no pets are allowed. Renter is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Vehicle, including any tires on the Vehicle. Renter is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Renter deems necessary to protect its Vehicle and Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is around the Facility containing the Rented Space.
34. **Permission to Call, Text, Fax and/or E-Mail:** Renter recognizes Owner and Renter are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Renter by phone, fax, text or e-mail, Renter hereby consents to Owner phoning, faxing, texting and e-mailing Renter and that these communications are related to the business relationship. Renter further gives Owner permission to send text messages to Renter's provided cell phone number for the purposes of notifying Renter of conditions involving the Facility or Rented Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Renter consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Renter agrees to keep a current email address of record with the Owner and to notify Owner of any change in Renter'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 twelve (12) 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 snowplow), 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



**INDIANA OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT**

term of this Agreement, so long as the revised Rules and Regulations apply to all Renters and are made for the appropriate and efficient operation of the Facility.

**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.

**“Owner”:**  
Perfequity, LLC  
dba Lighthouse Storage – Tell City

**“Renter”**

BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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 Rented Space. Use additional pages if needed.**

A. 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, Owner may refuse to accept this Rental Agreement. If Owner accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner of the Vehicle.)

B. 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, Owner may refuse to accept this Rental Agreement. If Owner accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner of the Vehicle.)