

Additional Terms and Conditions

1. Rent:

Tenant shall pay owner the monthly rent stated on page 1. The initial rent payment shall be paid on the date of rental. Subsequent payments are due on the 1st day of each month, in advance and without notice. Tenant understands that rent is not pro-rated at the time of move-out and a partial month's unused rent is not refundable. Tenant understands that rent must be paid in full each month and that owner does not accept partial payments. After the expiration of the initial term of this agreement, the owner may change the rent or any other charge or fee giving tenant thirty (30) days advanced written notice at the address listed in this agreement.

2. Partial payments/additional rent:

Tenant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the sale of tenant's personal property unless agreed to in writing by owner. All partial payments shall first be applied to late fees and any other fees or charges before being applied to the rent. Partial payments do not waive or void the legal effect of prior notices given to tenant. Only full payment on tenant's account prior to the published auction date will stop the scheduled sale of the tenant's personal property unless agreed to in writing by owner. All service charges, administrative fees, default notice charges, late charges, court costs and attorney fees together with all other fees and charges set forth in this agreement, incurred by owner in connection with the enforcement of the agreement, shall be deemed "additional rent" payable by tenant to owner as provided in the agreement. In addition to the monthly rent, tenant shall pay all state and local sales taxes as may be assessed by the jurisdiction where the property is located.

3. Charges and Fees:

Tenant agrees to pay owner the late fee stated on page 1 if rent is received five (5) or more days after the rent due date. Tenant agrees to pay owner the stated returned check charge, plus all bank charges for any dishonored or returned check. Tenant shall also pay owner the stated inventory/sale preparation charge to cover the costs incurred in exercising owner's lien rights as provided by law. These fees and charges are considered additional rent due under this agreement. Payments made by tenant will always be applied first to the oldest charged on the tenant's account. Tenant further agrees to pay all fees as authorized by law. Albrecht Econo Storage reserves the right to charge any debit or credit card previously given to owner for payment of rent if tenant vacates the space and leaves items behind for the facility to dispose of. Owner has the right to charge the card a \$50.00 cleaning fee as well as any fees associated with dumpster rental which could be upwards of \$300.00.

4. Tenant access:

Tenant shall have access to the space 24 hours a day, 7 days a week. If rent is not paid within five (5) days of monthly due date, owner may without notice, deny tenant access to the personal property located in the self-storage facility to the extent permitted by law. Tenant access to the rented space will be granted once the rent payment has cleared the bank. Access will be restored no later than 5 days after the bank cleared payment. Owner reserves the right to restrict vehicles access to facility if the rent is not paid access will be denied to any party other than tenant who does not have authorization from tenant to enter the space. Tenant's access to the space, property personal property may also be conditioned in any manner deemed reasonably necessary by owner to maintain order at the property. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of tenant's identity and inspecting vehicles that enter the property. Additionally, if tenant is renting more than one space at any given time, default on one rented space shall constitute default on all rented spaces, entitling owner to deny access to tenant to all rented spaces.

5. Termination:

This agreement shall continue from month to month unless the tenant or owner delivers to the other party a written notice of its

intention to terminate the agreement at least thirty (30) days prior to the end of then current rental period. Owner may immediately terminate tenant's agreement if tenant is in breach of the agreement. Upon termination of this agreement, the tenant shall remove all personal property from the space (unless such property is subject to the owners' lien rights as referenced herein), and shall deliver possession of the space to the owner on the day of termination. Tenant agrees that unit shall be left in a broom-swept condition. If tenant fails to fully remove its property from the space within the time required, the owner, as its option, may without further notice or demand, either directly or through legal processes, reenter the tenant's space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Owner may dispose of any property left on the premises by tenant after tenant has terminated his or her tenancy. All items, including boxed and trash left in the space or on the property after vacating will be deemed to be of no value to the tenant and will be discarded by the owner at the expense of the tenant. Tenant agrees to pay all costs incurred by the owner for said cleanout and/or repair, or owner may use a collection agency to collect unpaid invoices if tenant has moved out. When vacating, remove all items including shelving, boxes and trash from the self-storage space. It is tenant's responsibility to remove all items from the premises. Use of the site dumpster is prohibited.

6. Care of the premises:

Tenant, tenant's agents, employees, invitees and/or guests, shall maintain the storage space in good condition, reasonable wear and tear accepted, and tenant shall not perform any practices which may injure the storage space facility or the premises or be in a nuisance or a menace to other tenants and shall keep the premises surrounding the storage space, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by tenant at tenant's expense. Owner is not responsible for removal of property of any nature. Use of owner's dumpster is strictly prohibited without prior permission from the owner. Failure to obtain permission may result in a fee charged to tenant's account. Tenant is responsible for the cost to repair any and all damaged to the storage space, security gate, and any other part of the premises caused by tenant, tenant's agents, employees, invitees and/or guests.

7. Owner's right to access:

Tenant grants owner or owner's agents' access to the storage space upon two (2) days advance written notice to tenant. In the event of an emergency or nuisance, owner shall have the right to enter the storage space without notice to tenant, and take such action as may be necessary or appropriate to preserve the storage space and surrounding premises, to comply with applicable law or to enforce owner's rights.

8. Use of storage space:

Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Tenant agrees that owner does not exercise care, custody, or control over tenant's property located in the storage space. Unless otherwise approved in writing by the owner, tenant agrees to use the storage space only for the storage of property wholly owned by tenant. In no case may tenant reside in the storage space, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, collectibles, heirlooms, jewelry, works of art, property having special or sentimental value to tenant, stolen property, guns or any illegal items. Tenant hereby waives any claim for emotional or sentimental attachment to any property in the storage space. Owner may enter the storage space at any time to remove and dispose of any prohibited items at tenant's expense. Tenant understands that the storage space is not heated or cooled, unless tenant is renting a storage space specifically designated as such by owner. The use of any heating or cooling devices in the storage space is prohibited without the express written consent of the owner.

9. Hazardous or toxic materials prohibited:

Tenant is strictly prohibited from storing or using within the storage space or on the premises any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produced such materials. Tenant's obligation of indemnity under this agreement specifically includes any costs, expenses, fines, or penalties imposed against the other arising out of the storage, use or creation of any hazardous material by tenant, tenant's agents, employees, invitees and/or guests. Owner may enter the storage space at any time to remove and dispose of any prohibited items at tenant's expense.

10. Locks:

Tenant agrees to use, and tenant shall provide at its expense, a lock for the storage space of the type specified by owner. Albrecht Econo Storage recommends a round disk lock. Tenant agrees to keep the storage space locked when tenant is not present at the premises. If owner does not specify a type of lock, tenant shall provide, at tenant's sole expense, a lock for the space which tenant deems sufficient to secure the storage space. Owner may, but is not required to, lock tenant's storage space if it is found to be unlocked. Tenant may use only one (1) lock per storage space door and owner may remove any additional locks placed on the storage space by tenant. Locks placed by owner on a storage space for any reason will only be removed during the other's normal office business hours.

11. Insurance:

Tenant, at tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on tenant's property is a material condition of this agreement and is for the benefit of both tenant and owner. Failure to carry the required insurance is a breach of this agreement and tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant may obtain insurance from the insurance company of tenant's choice. Tenant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim off tenant against owner, owner's agents and/or employees for loss of or damage to stored property.

12. Release of owner's liability for property damage:

No bailment is created by this agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the space shall remain vested in tenant, and all personal property stored within at the space or at the property by tenant or by anyone shall be stored at tenant's sole risk. All personal property stored within or upon the storage space by tenant shall be at tenant's sole risk. Owner, owner's agents and employees shall not be liable to tenant, and are hereby released from liability, for any loss or damage to tenant's personal property stored in the storage space or on the premises arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, mildew, rodents, insects, Acts of God, or the acts, omissions or negligence of the owner, owner's agents, or employees.

13: Release of owner's liability for bodily injury:

Owner, owner's agents and employees shall not be liable to tenant, tenant's agents, employees, invitees and/or guests, and are hereby released from liability, for any injury or death to tenant, tenant's agents, employee, invitees and/or guests as a result of tenant's use of storage space or the premises, even if such injury is caused by the acts, omission or negligence of the other, owner's agents or employees.

14. Limitation of value:

Tenant shall not store any personal property in the space with a total value in excess of \$5,000.00 without prior written consent of owner, which consent may be withheld, by owner in its sole discretion. If such written consent has not been obtained, the value of the personal property shall be deemed not to exceed \$5,000.00. Nothing herein

shall constitute any agreement of admission by owner that tenant's property has any value, nor shall anything in this section be deemed to create any liability on the part of the owner to tenant for any loss or damage to tenant's property, regardless of cause.

15. Owner's lien:

OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR OR OTHER CHARGES, PRESENT AND FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND THE EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE "MICHIGAN SELF SERVICE STORAGE FACILITY ACT" SET FORTH IN SECTIONS 570.521 ET. SEQ. OF THE MICHIGAN STATUTES. THE PERSONAL PROPERTY STORED WITHIN THE SPACE MAY BE SOLD TO SATISFY THE OWNER'S LIEN. IF THE PROPERTY IN THE STORAGE SPACE IS A VEHICLE OR BOAT, THE OWNER HAS THE RIGHT TO HAVE THE VEHICLE OR BOAT TOWED FROM THE STORAGE SPACE WHEN RENT AND OTHER CHARGES HAVE NOT BEEN PAID FOR 60 DAYS. AN OWNER IS NOT LIABLE FOR ANY DAMAGES OR CLAIMS RELATED TO THE RELEASE, USE, OR MISUSE OF CONFIDENTIAL, PROPRIETARY, OR PERSONAL IDENTIFICATION INFORMATION CONTAINED IN ANY DOCUMENTS OR OTHER MEDIA STORED BY A TENANT IN THE FACILITY OR UNIT AFTER THE SALE OR OTHER DISPOSITION OF THE DOCUMENT OR MEDIA. IF AN OWNER REASONABLY BELIEVES THAT A STORAGE SPACE CONTAINS ANY DOCUMENTS OR OTHER MEDIA CONTAINING CONFIDENTIAL, PROPRIETARY, OR PERSONAL IDENTIFICATION INFORMATION, THE OWNER IS AUTHORIZED TO DESTROY ANY OR ALL DOCUMENTS OR MEDIA IN LIEU OF A SALE UNDER THIS SECTION. AN OWNER WHO DESTROYS DOCUMENTS OR MEDIA UNDER THIS SUBSECTION IS NOT LIABLE TO ANY PERSON FOR THE DESTRUCTION. IF ANY OWNER HAS ACTUAL KNOWLEDGE OF, AND THE STORAGE SPACE CONTAINS, ANY PROPERTY THAT THE OWNER MAY NOT LAWFULLY SELL, THE OWNER IS AUTHORIZED TO PROPERLY DISPOSE OF THE PROPERTY IN ANY MANNER ALLOWED BY APPLICABLE LAW IN LIEU OF A SALE UNDER THIS SECTION. AN OWNER WHO DISPOSES OF PROPERTY UNDER THIS SUBSECTION IS NOT LIABLE TO ANY PERSON FOR THE DISPOSAL. Owner reserves the right to utilize online auction services to manage the sale of tenant's property as a result of tenant's default and the foreclosure of owner's lien. Tenant consents to the use of online auction services. The following publicly available website (or other website specified by the owner by written notice to tenant) may be used by the owner to advertise any public sale of your property as provided by law: www.bidnow.us or www.albrechtstorage.com

16. Indemnification:

Tenant agrees to indemnify, hold harmless and defend owner and owner's agents and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the owner or owner's agents or employees and arising out of tenant's use of the storage space and/or the premises, including claims for owner's negligence, except that tenant shall not be liable for claims arising out of the owner's sole negligence.

17. Property left of premises:

Owner may dispose of any property left in the storage space or on the premises by tenant after this agreement expires or is terminated. Tenant shall be responsible for all costs incurred by owner in disposing of such property.

18. Relocation:

Owner reserves the right to relocate tenant, without expense to tenant, to any other storage space on the premises which is of a comparable size.

19. Sublease:

Tenant shall not assign this agreement or sublet the storage space without the express written approval of the owner.

20. Severability:

If any provision of this agreement shall be held to be invalid, this agreement shall be considered to be amended to exclude any such

invalid provision and the balance of the agreement shall be read independently of the invalid provision and shall remain in full force and effect.

21. Governing Law:

This agreement shall be subject to and governed by the laws of the State of Michigan.

22. Waiver:

The failure of the owner to enforce any covenant or other provision of this agreement shall not constitute a waiver of the owner's right to do so thereafter, now shall it give rise to any cause of action or defense on the part of the tenant.

23. Survival of Covenants:

The payment, indemnity and release of liability provisions hereof shall survive the expiration or termination of this agreement.

24. Changes:

The terms of this agreement such as monthly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days' prior written notice to tenant. If changed, the tenant may terminate this agreement on the effective date of the change by giving owner ten (10) days' prior written notice to terminate after receiving notice of the change. If the tenant does not give such notice the change shall become effective and apply to his occupancy.

25. Rules and Regulations:

Owner shall have the right to establish or change the hours of operation for the facility and to issue rules and regulations for proper conduct and good order on the premises. Tenant agrees to comply with all such rules and regulations now in effect, or as may be amended from time to time by owner.

26. Alterations, signs and damage:

Tenant shall not make any alterations, additions or improvement to or perforation in the space on the property or install any signs thereon without the written consent of owner, which consent may be withheld by owner in the sole discretion. Tenant shall not commit or permit any damage or waste to the space or the property. Tenant assumes responsibility for having examined the space and hereby accepts it as being in good order and condition. Should tenant damage or destroy the space, or make alterations or improvements without prior consent of owner, then all costs necessary to restore the space to its prior condition shall be borne by tenant. The owner shall have the right, upon nonpayment, to assign the amount of said invoice to the tenant's account as rent. Tenant agrees and understands that its failure to pay said invoice may result in a default under the tenant's agreement resulting in the possible foreclosure and sale of the tenant's personal property; or owner may use a collection agency to collect unpaid invoices if tenant has moved out.

27. Limited Warranty:

This agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the owner are not authorized or permitted to make any warranties about the space, the property, or any facilities referred to in this agreement. The owner's agents' and employee' ORAL STATEMENT DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the tenant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made by tenant by owner or owner's agents. There shall be no liability to owner, owner's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored.** The parties hereto agree that the IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the space, premises, and facility referred to herein. It is further understood and agreed that tenant has been given the opportunity to

inspect, and has inspected this space, premises, and facility, and that tenant accepts such space, premises, and facility AS IS and WITH ALL FAULTS.

28. Tenant's liability:

In the event of a foreclosure of the tenant's interest in the space, it is understood and agreed that the liability of the tenant for the rents, charges, costs and expenses provided for in this agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that the tenant shall be personally liable for all rents, charges, costs and expenses including those incurred in the sale and/or disposition of the tenant's property as provided for above. The owner may use a collection agency thereafter to secure any remaining balance owed by the tenant after the application of sale proceeds if any. If any property remains unsold after foreclosure and sale, the owner may dispose of said property in any manner considered appropriate by the owner.

29. Financial Information:

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

30. Military service:

If you or your spouse is on active military duty status you must provide written notice to the owner. The other will rely on this information to determine the applicability of the Service members Civil Relief Act. If you are a Service Member, and you are transferred or deployed overseas on active duty for a period of 180 days or more, you may notify the owner of the transfer or deployment. The tenant shall provide written evidence of the transfer or deployment with the notice. Upon notice, tenant is entitled to protections under governing law staying the enforcement of the owner's lien.

31. Release of information:

Tenant hereby authorizes owner to release any information regarding tenant and tenant's occupants as may be required by law or requested by government authorities, law enforcement agencies or courts.

32. Permission to communicate:

Tenant recognizes owner and tenant are entering into a business relationship as owner and tenant as such, tenant hereby consents to owner phoning, faxing, emailing, texting (including automated calls and texts) and using social media to communicate with tenant for marketing, collections and other business-related communications. NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.

33. Waiver:

No waiver or changes by owner or its agents or employees of any breach or default by tenant of any term of this agreement shall constitute a waiver of any subsequent breach or default.

34. Notices from owner:

All notices required by the agreement shall be sent by first class mail postage prepaid to tenant's last known address or to the electronic mail address provided by the tenant in this agreement. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. If tenant has provided the owner with an electronic address, the owner may communicate with tenant and provide tenant with any written notice authorized or required under this agreement or by applicable law via electronic mail.

35. Notices from tenant:

Tenant represents and warrants that the information tenant has supplied in the agreement addendum is true, accurate and correct and tenant understands that owner is relying on tenant's representations. Tenant agrees to give prompt written notice to owner of any change in tenant's address or contact information, any change in the liens and secured interest on tenant's property in the space and any removal or addition of property to or out of the space. Tenant understands he

must personally deliver such notice to owner, mail the notice by certified mail, return receipt requested, with postage prepaid to owner at the address shown on the agreement addendum or send the notice via email. Owner does not recognize or acknowledge address changes which are not delivered to owner in writing and signed by tenant.

36. Storage of motor vehicles:

Tenant shall not park any vehicles at the property (or permit any other party to park any vehicle at the property except in areas designated by owner and then only during such periods necessary for the performance of and while tenant is exercising its right, duties, and obligations hereunder. In the event that any motor vehicle remains stored in the self-storage space after termination of the agreement or upon tenant's default for 60 days, and in addition to all other rights and remedies available to owner, owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability, for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Tenant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the tenant's expense after termination of the agreement or upon tenant's default. Owner shall incur no liability to tenant for causing the vehicle to be removed pursuant to this paragraph.

37. Snow removal policy/procedure:

At Albrecht Econo Storage it is our intent for you to be able to access your storage unit at all times; however, when there is a heavy snowfall, it may take 24-48 hours for the plow company to arrive after the snowfall had ended. When they arrive, they will plow a wide path down the center of each isle making sure that the area to the sides of each building is clear for driving. The plow company is unable to plow directly up to the doors without risk of damage. Because of this, and the drifting that often occurs, we recommend you bring a shovel with you if you need to access your storage unit after a snowfall. When there is inclement weather, we ask that you use your best judgement when accessing your storage space. Albrecht Econo Storage is not liable for any accidents associated with inclement weather.

38. Jury trial Waiver:

to the extent permitted by law, owner and tenant each waived its right to trial by jury in any proceeding, at law or in equity, arising out of or in any way related to this agreement, tenant's use of the space or any other claim, including, but not limited to, claims for bodily injury, loss or damage to property or personal property or the enforceability of any law, statute or regulation.

39. Attorneys' fees:

In the event owner obtains serviced of any attorney to recover any sums due under this agreement, for any unlawful detainer, for the breach of any covenant or conditions of this agreement, or in defense of any demand, claim, or action brought by tenant, tenant agrees to pay to owner the reasonable costs, expenses, and attorney's fees incurred in such actions.

40. Arbitration:

In the event of any dispute between the parties exceeding the jurisdictional limit of small claims court, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. 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 arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding party must provide the other party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration

companies located within 15 miles of the facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE.** *For claims that do not exceed the jurisdiction limit of small claims court, owner and tenant agree to bring claims in small claims court instead of arbitration. The rules of the small claims court shall apply.*

41. Electronic Signature:

Tenant agrees that any reference in this agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, tenant understands and agrees that tenant is consenting to be legally bound by the terms and conditions of this agreement as if tenant signed this agreement in writing. Tenant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between tenant and owner. Additionally, tenant certifies that he/she is age 18 or above.

42. Entire agreement:

This agreement contains all of the understandings and agreements between the owner and tenant with respect to the lease or rental of the storage space and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, the terms of this agreement may be modified, amended or supplemented only in a writing which has been signed by both owner and tenant.