

RENTAL AGREEMENT

PHONE: (319) 981-3701 • (563) 920-0980
WWW.HONEYCREEKSTORAGE.COM

HONEYCREEK STORAGE, LLC
1936 HONEYCREEK ROAD, MANCHESTER, IA
200 RIVER STREET, MANCHESTER, IA

MAILING ADDRESS:
2928 PRESCHIDO AVE.
CASA GRANDE, AZ 85122

THIS AGREEMENT, executed in Manchester, Delaware County, Iowa,

On this _____ day of _____, 20____, between HONEYCREEK STORAGE, LLC, hereinafter called the OPERATOR

AND THE:

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:

Name _____

Mailing Address _____ State _____ Zip _____

City _____

Home Phone (_____) _____ Call /Work Phone (_____) _____

E-Mail Address _____

Government Issued ID _____

IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:

Business Name _____

Business Phone (_____) _____ Occupant's Title _____

IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION:

Branch _____ Military ID, _____

Are You Deploying for Active Duty? YES NO If YES, When? _____

ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Phone (_____) _____

IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE

X

TYPE OF PERSONAL PROPERTY TO BE STORED:

HOUSEHOLD GOODS BUSINESS GOODS

MOTOR VEHICLE * WATERCRAFT *

TRAILER * OTHER *

* INDICATES ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM

BUILDING _____ LEASED SPACE NO. _____

APPROXIMATE SIZE _____ X _____

MONTHLY RENTAL DUE DATE IS THE 1ST DAY OF EACH MONTH

RENTAL RATE \$ _____ PER MONTH

Set Up Charge \$ _____

Prorated Rent \$ _____

From ____/____/20 To ____/____/20

First Full Month's Rent \$ _____

Titled Property Surcharge (if Applicable) \$ _____

Performance Deposit \$ _____

Sales Tax \$ _____

TOTAL MOVE-IN COST \$ _____

Progressive Late Payment Charge(s):

After Ten (10) Days Late \$ 5.00

Additional Charge After (20) Days Late \$ 10.00

Returned Check Charge \$ 30.00

Required Written Vacate Notice Not Given \$ Deposit

Delinquency Notice Preparation Charge \$ 30.00

Lien Sale Advertisement Charge \$ 25.00

Not Leaving Space Empty & Broom Clean \$ Deposit

Damage To Space/Facility (LABOR & MATERIALS) \$ _____

TO BE DETERMINED BY OPERATOR

This is a monthly rental agreement for self-service storage beginning the date first written above. Subsequent monthly payments are due on or before the Monthly Rental Due Date, indicated in this agreement, until this rental agreement is terminated by either OPERATOR or OCCUPANT in writing.

- 1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE IOWA SELF-SERVICE STORAGE FACILITIES LIEN ACT**
- 2. LEASED SPACE AND RENTAL AGREEMENT:** OPERATOR hereby rents to OCCUPANT, and OCCUPANT rents from OPERATOR the leased space, located within the self-service storage facility (hereinafter called "FACILITY") named above. The leased space shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and if applicable, any addendum(s) incorporated into the rental agreement transaction, collectively and hereinafter called the "agreement," and for no other purpose whatsoever.
- 3. RENTAL TERMS:** OCCUPANT agrees to pay rent to OPERATOR as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rent is payable in advance. The minimum rental term is one month. The first payment of rent has been received. Subsequent monthly rental payments are due on or before the Monthly Rental Due Date indicated in this agreement. Rental payments are not refundable. In addition to the first payment of rent, the OCCUPANT shall provide a performance deposit at the time of rental. The performance deposit provided by OCCUPANT to the OPERATOR shall not be applied as rent, will not accrue interest, and the OPERATOR is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S removing his personal property from the leased space in a timely fashion at the expiration of the term hereof, leaving the leased space in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S lock. OCCUPANT will be responsible for additional rent for as long as OCCUPANT'S locking device is on the leased space and/or the OCCUPANT'S personal property is stored within the FACILITY.
- 4. TERM:** The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis under the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the FACILITY, and complied with paragraph 5, Termination.
- 5. TERMINATION:** OPERATOR or OCCUPANT may terminate this agreement, at the end of the current term, by providing the other a minimum of ten (10) day advanced written notice of their intention to terminate this agreement. If the OCCUPANT is in default of any provision of this agreement, including, but not limited to the payment of rent or other charges or if the OPERATOR suspects OCCUPANT to be engaging in criminal or illegal acts or uses of the leased space that are in direct violation of the law or this agreement, the OPERATOR reserves the right to immediately terminate this agreement. In such instance where the OPERATOR suspects the OCCUPANT to be engaging in criminal or illegal acts or uses that are in direct violation of the law or this agreement the OPERATOR may require the OCCUPANT to be escorted in and out of the FACILITY during normal hours of operation for the sole purpose of non-liability.
- 6. NON-LIABILITY OF OPERATOR FOR LOSS, DAMAGES OR PERSONAL INJURY:** This agreement is made on the express condition the OPERATOR is to be free from all liability and claim for loss, damages, or personal injury by OCCUPANT or OCCUPANT'S family members, invitees, employees or agents, including, but not limited to, damage or loss to stored personal property or personal injury incurred while in, upon or in any way connected with this FACILITY, except for damage or loss to stored personal property or personal injury caused by an affirmative act of the OPERATOR or OPERATOR'S agent. If a court of law having competent jurisdiction determines that damage or loss to stored personal property or personal injury occurred as the result of an affirmative act of the OPERATOR or OPERATOR'S agent the maximum amount of any monetary damages, punitive or otherwise, including, without limitation attorney's fees, shall be limited to the sum of \$100,000.
- 7. CHANGES TO OCCUPANT INFORMATION:** By signing this agreement, OCCUPANT agrees to promptly notify OPERATOR of any changes to the OCCUPANT'S personal information listed above including, but not limited to, changes to the OCCUPANT'S postal address, electronic mail (e-mail) address, telephone number(s), liens or secured interests on OCCUPANT'S stored property within forty-eight (48) hours of the change.
- 8. NOTICES AND CORRESPONDANCE FROM OCCUPANT TO OPERATOR:** By signing this agreement, OCCUPANT agrees all correspondence and/or other communications, including, but not limited to, changes to the OCCUPANT'S postal address, electronic mail (e-mail) address, telephone number(s) and/or liens or secured interests on OCCUPANT'S stored personal property, will be delivered to OPERATOR, in writing, within forty-eight (48) hours of the change. Such correspondence and/or other communications, shall be delivered to OPERATOR'S mailing address listed on this agreement via personal delivery during the OPERATOR'S normal business hours, or by certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that provides a receipt of delivery.
- 9. NOTICES AND CORRESPONDANCE FROM OPERATOR TO OCCUPANT:** By placing his initials in the margin here, OCCUPANT consents to receive legal notices, marketing, and/or business-related communications from OPERATOR via electronic means (e-mail), via the e-mail address listed above. In lieu of such consent, all legal notices, marketing, and/or business-related communications from OPERATOR, unless required otherwise by law, may be made or sent (a) by phone or text (including automated calls and texts), (b) by first class mail, to the last known postal address on record, (c) by fax, or (d) by using social media. Consent to receive text messages is not a condition of rental and the OCCUPANT may opt out of receiving text messages at any time by providing written notice to OPERATOR.
- 10. INSURANCE OBLIGATION OF OCCUPANT:** Insurance carried by the OPERATOR shall be for the sole benefit of the OPERATOR. By placing his initials on the margin here, OCCUPANT acknowledges and agrees all personal property is stored at the OCCUPANT'S sole risk. The OCCUPANT shall make no claim whatsoever against the OPERATOR or the OPERATOR'S insurance carrier. OCCUPANT is advised to secure his own insurance covering the full replacement cost of all stored personal property against all perils, including, but not limited to, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornados, explosions, earthquakes, power failures or acts of God. OCCUPANT has the right to be self-insured, but assumes full risk for damage or loss to stored personal property.
- 11. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE:** By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, (b) the provisions printed on the reverse side of this agreement, and, if applicable, (c) the provisions included on the titled property addendum. OPERATOR and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. OCCUPANT acknowledges receipt of the rules and regulations of this FACILITY and a true and exact copy of this agreement and, if applicable, the titled property addendum.
- 12. INSPECTION:** OCCUPANT has been afforded an opportunity to inspect the FACILITY, and by placing his initials in the margin, acknowledges and agrees that the leased space and the common areas of the FACILITY are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the leased such days as are regularly posted within the FACILITY.

Initials TT

Initials TT

Initials TT

Initials TT

Any special exceptions or conditions to this Rental Agreement are to be written in the space that follows:

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this AGREEMENT the day and year first written above.

OPERATOR _____ TITLE: _____

BY _____ X _____

OPERATOR'S Agent _____

(Continued on reverse side)

13. **OPERATOR'S LIEN:** The Iowa Self-Service Storage Facilities Lien Act grants the OPERATOR the FACILITY and the OPERATOR'S heirs, executors, administrators, successors, and assigns a lien up on all of the OCCUPANT'S personal property located at the FACILITY for delinquent rent, late fees, labor, and/or other charges incurred pursuant to this agreement and for expenses incurred for preservation, sale or disposition of the personal property. The lien attaches on the date on which personal property is brought to the FACILITY. If OCCUPANT is in default for a period of at least thirty (30) days, the OPERATOR may enforce the lien granted in Iowa Self-Service Storage Facilities Act by selling the OCCUPANT'S personal property. The lien established shall have priority over all other liens and security interests except for those perfected prior to the time the personal property is brought to the FACILITY.
14. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OPERATOR, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
15. **DENIAL OF ACCESS:** If the OCCUPANT is in default, the OPERATOR shall have the right to deny the OCCUPANT access to the leased space at the FACILITY. The OPERATOR may immediately deny OCCUPANT access to the FACILITY, without advanced notice, in the event of an Emergency, as defined in Emergency provision of this agreement.
16. **EMERGENCY:** An Emergency, as used in this agreement, shall be defined as any sudden, unexpected occurrence or circumstance at or near a FACILITY that requires immediate action to avoid injury to persons or property at or near the FACILITY, including, but not limited to, a fire, a local, state or national emergency declaration(s) or a severe weather event.
17. **DEFAULT:** As used in this agreement, means the failure by the OCCUPANT to perform on time any obligation or duty set forth in this agreement.
18. **LAST KNOWN ADDRESS:** As used in this agreement means, the postal address or electronic mail (e-mail) address provided by an OCCUPANT in this rental agreement or the postal address or electronic mail (e-mail) address provided by the OCCUPANT in a subsequent written notice of a change of address.
19. **LATE FEE:** As used in this agreement, means any fee or charge assessed for OCCUPANT'S failure to pay rent, for the leased space, when due. The OPERATOR may assess a monthly late fee of twenty dollars (\$20.00) or twenty percent (20%) of the monthly rental amount, whichever is greater.
20. **OPERATOR'S RIGHT TO TOW:** Pursuant with low law, if the personal property subject to the OPERATOR'S lien is a vehicle, watercraft, or trailer, and rent or other charges remain due and unpaid for thirty (30) days, the OPERATOR may have the vehicle, watercraft, or trailer towed from the FACILITY. The OPERATOR shall not be liable for any damages to the vehicle, watercraft, or trailer once the towler takes possession of the property. Removal of a vehicle, watercraft, or trailer from the FACILITY shall not release the OPERATOR'S lien.
21. **DISCLOSURE OF FLOOD ZONE:** This FACILITY is not located in a "special flood hazard area", as defined by the federal emergency management agency in 44 C.F.R. pt. 61, Appendix A(3).
22. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OPERATOR from loss of or damage to OCCUPANT'S personal property due to power failure, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, rising water, flooding, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.
23. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OPERATOR.
24. **VENUE AND LEGAL PROCEEDINGS:** All claims, whether through the Court system or through binding arbitration, shall take place in the local municipality, county or state in which the FACILITY is located. For claims that do not exceed the jurisdictional limit of small claims court, the OPERATOR and OCCUPANT agree to bring Claims in small claims court. For claims that exceed the jurisdictional limit of small claims court, OPERATOR and OCCUPANT agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared equally between the OPERATOR and OCCUPANT. The decision of the arbitrator shall be final and binding.
25. **NO BAILMENT IS CREATED HEREUNDER;** OPERATOR is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by the OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OPERATOR does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the leased space or the contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
26. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OPERATOR from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the FACILITY.
27. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OPERATOR.
28. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
29. **ALLOWED USES:** The leased space shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. The OCCUPANT will not use the leased space as a residence or for overnight accommodation nor shall OCCUPANT use the leased space for any business use or purpose deemed disreputable or hazardous by OPERATOR. OCCUPANT shall not make or allow any alterations to the leased space.
30. **STORAGE OF ILLEGAL OR HAZARDOUS MATERIALS PROHIBITED:** The storage of illegal or hazardous materials, including, but not limited to, flammable liquids or gas, ammunition, explosives, or other inherently dangerous material is prohibited. OCCUPANT shall not cause or permit any of these types of materials to be stored, used, generated, or disposed of within the FACILITY. OCCUPANT shall be responsible for any damage caused to the FACILITY by OCCUPANT'S use of the leased space or for any costs incurred by the OPERATOR as a result of the OCCUPANT'S use of the leased space including, but not limited to any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement.
31. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will keep the storage space locked. The OCCUPANT, in OCCUPANT'S sole discretion, deems the locking device used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device, OCCUPANT is only permitted to use a single locking device. OPERATOR has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drilling or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified. If OPERATOR or any authorized governmental agency or authority removes the locking device, the OPERATOR may elect to secure the OCCUPANT'S personal property with OPERATOR'S overlook until the OCCUPANT can inspect the personal property and provide a new locking device to secure the storage space. The OPERATOR or any authorized governmental agency or authority shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OPERATOR or any authorized governmental agency or authority, and OPERATOR'S overlook remains on the storage space, said action does not constitute Bailment in any manner. This action by OPERATOR is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
32. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** OCCUPANT agrees that any personal property that remains within the FACILITY after the OCCUPANT has vacated or if the OPERATOR deems the leased space as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by OPERATOR as its property or disposed of in such manner as OPERATOR may see fit, if the property has no commercial value. If such personal property or any part thereof shall be sold, OPERATOR may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OPERATOR may be entitled.
33. **OPERATOR'S RIGHT OF ENTRY:** Upon reasonable request from the OPERATOR, no later than forty-eight (48) hours, OCCUPANT shall grant OPERATOR, OPERATOR'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the leased space and personal property stored therein for the purpose of inspection or repair. In the event of an Emergency, as defined in the Emergency provision of this agreement, OPERATOR, OPERATOR'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the leased space to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OPERATOR'S rights without advanced notice to OCCUPANT. Following the emergency, the OPERATOR shall promptly notify the OCCUPANT that access to the leased space was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
34. **NO WARRANTIES:** OPERATOR hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in paragraph 12, inspection, the OCCUPANT has inspected the leased space and hereby acknowledges and agrees that OPERATOR does not represent or guarantee the safety or security of the FACILITY and the leased space located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedeses all prior agreements or understandings with respect thereto. No representative of OPERATOR is authorized to make any representations or warranties except as expressly set forth herein.
35. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all leased space(s) rented, whether part of this Agreement or another written Agreement between OPERATOR and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OPERATOR may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OPERATOR'S rights to proceed with lien enforcement in accordance with state law. The OPERATOR reserves the right to require any past due payment be made in cash, money order, or other certified funds.
36. **CROSS-COLLATERALIZATION OF LEASED SPACES:** When OCCUPANT rents more than leased space at this FACILITY, the rent is secured by the personal property stored in all the leased space rented. Failure by OCCUPANT to pay all rent on any leased space shall be considered a default on all leased spaces(s) is not paid when due the OPERATOR may exercise all available remedies, including but not limited to, denial of access to the FACILITY and the sale or disposal of the property in accordance with state law.
37. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the leased space or any portion thereof. Any attempt to assign or sublease shall be void.
38. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The leased space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
39. **ACCESS CONTROL MEASURES:** This FACILITY may utilize various access control measures designed to deter unauthorized access to the FACILITY. However, by signing this agreement, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OPERATOR does not warrant or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
40. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach at the time of acceptance of such performance.
41. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the leased space is an issue, the OCCUPANT agrees to notify the OPERATOR in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OPERATOR shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.
42. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the leased space for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OPERATOR'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OPERATOR has the right to provide a third party collections agency with the OCCUPANT'S contact information to collect rent and/or other charges incurred by the OPERATOR under this agreement. The OCCUPANT will also be responsible to pay any associated costs incurred by the OPERATOR with respect to the engagement of such third party collection agency.
43. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OPERATOR.
44. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
45. **CONSTRUCTION:** This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal counsel of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall not be construed for or against either OPERATOR or OCCUPANT.
46. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
47. **MONTHLY STATEMENTS AND SERVICE CHARGES:** It is expressly understood and agreed that OPERATOR is not required to nor does OPERATOR send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. A list of current service charges is posted in the Service Charge Schedule on the reverse side of this agreement. The amounts of these service charges are subject to change upon 30-day written notice.
48. **ELECTRICITY:** Any electrical outlet or device located within this FACILITY is for OPERATOR'S use only.
49. **MILITARY SERVICE MEMBER:** If OCCUPANT, or their spouse, is a member or becomes a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement, OCCUPANT MUST disclose said information to OPERATOR in this agreement or via other written notice to the OPERATOR. If you are transferred or deployed overseas on active duty you must provide OPERATOR written evidence of the transfer or deployment prior to the transfer or deployment. The OPERATOR will rely on this information to determine the applicability of the Service Members Civil Relief Act.
50. **TEMPERATURE CONTROLLING EQUIPMENT:** All temperature controlling equipment is designed to maintain a temperature between 33° and 85° Fahrenheit. However, OPERATOR cannot guarantee the proper operation of temperature controlling equipment at all times. As a result, the OPERATOR is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of temperature controlling equipment.
51. **VALUE LIMIT:** OCCUPANT agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of OPERATOR, which consent may be withheld in OPERATOR'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees the maximum liability of OPERATOR for any claim or suit by OCCUPANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a leased space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OPERATOR to OCCUPANT for any loss or damage to OCCUPANT'S personal property, regardless of cause.
52. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OPERATOR that OCCUPANT'S stored personal property has any value. OPERATOR shall not be liable for any loss occasioned by or resulting from emotional distress.
53. **AMENDMENT:** The OCCUPANT agrees to comply with the rules and regulations of the OPERATOR, and further agrees the OPERATOR shall have the continuing right to amend such rules and regulations from time to time as the OPERATOR in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
54. **ENTIRE AGREEMENT:** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedeses all prior agreements or understandings with respect thereto.