

**EAST POINT STORAGE  
RENTAL AGREEMENT**

NOTICE: ANY PROPERTY STORED IN THE STORAGE UNIT ("PREMISES") OR THE SPACE IDENTIFIED BELOW IS SUBJECT TO A LIEN IN FAVOR OF SELF STORAGE FACILITY OPERATOR FOR RENT, LABOR, AND/OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ANY SALE OF SUCH STORED PROPERTY. THIS LIEN IS PURSUANT TO THE KENTUCKY SELF-SERVICE STORAGE ACT OF 1988. IF YOU ARE IN DEFAULT UNDER THIS RENTAL AGREEMENT, THE PROPERTY YOU HAVE STORED HERE MAY BE SOLD TO SATISFY THE LIEN.

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

Term of Rent \_\_\_\_\_  
Total Rent due today: \$ \_\_\_\_\_  
Administration Fee: \$ \_\_\_\_\_  
Total Payment due today: \$ \_\_\_\_\_  
Monthly Rent (if applicable): \$ \_\_\_\_\_

Rent paid through: \_\_\_\_\_; Next rent due: \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Move In Date: \_\_\_\_\_

**LESSOR:**  
EAST POINT STORAGE, LLC  
**12904 Old Henry Road**  
**Louisville, Kentucky 40223** RENT PAYMENTS TO BE MADE TO THIS ADDRESS

**LESSEE:**  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Residence Phone: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Emergency/Cell Phone: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Driver's License: \_\_\_\_\_  
Social Security No. \_\_\_\_\_

**Premises:**  
Space/Unit number: \_\_\_\_\_  
Size: \_\_\_\_\_ (approximate)

The foregoing description of the Premises is for identification purposes only, there shall be no adjustment in the rent payable hereunder and this Agreement shall remain in full force and effect if the Premises actually contains more or less square feet than set forth herein.

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- Term and Renewal:** This Agreement for the lease of self storage space identified above (the "Premises") from Lessor at East Point Storage (the "Facility") shall be on a month to month basis unless another term is specified and shall automatically renew, for successive one month periods on the first day of each successive anniversary date hereafter, unless terminated as provided for in Item 7 or Item 13 with notice in writing as provided for in Item 7 below or term renewed. Lessor may change any term or condition of this Agreement, **INCLUDING MONTHLY RENT**, by notice to Lessee no less than 30 days before such change occurs. Lessee's holdover in the Premises after the notice shall be conclusive evidence of Lessee's acceptance of the change in the terms or conditions of this Agreement.
  - Rent:** Lessee shall pay rent in the amount specified above monthly to Lessor in advance, without notice, demand or setoff, on or before the first day of each successive month of this Agreement. Lessor does not send monthly statements or reminders of rental due dates. Lessee may request monthly billings by checking the box marked "Send me a monthly bill" below. A \$5.00 service charge shall be included in each bill for this option. **The Initial Payment must be made in the form of a certified check, cash, money order or by credit card.** Lessor may refuse all personal checks from Lessee and require all future payments of rent to be in the form of money order, cash, cashiers check or credit card, in the event Lessee has any payment due Lessor returned for any reason, including insufficient funds. Rent is non-refundable and cannot be prorated for any period. Rent is due even if Premises is empty if Lessee keeps the Premises locked without written notice of termination. If more than one

person is named a Lessee in this Agreement, each person's liability and responsibility under this Agreement is joint and several.

3. Use of Space and Prohibited Storage: The Premises may be used and occupied only for the storing of personal property, owned by Lessee. Lessee shall keep the Premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Lessee shall not use the Premises for the use of storage of any animals; food; explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); contraband or illegal substances; or for any unlawful purpose of any kind. Lessee shall not use the Premises for the operation of any commercial, industrial, manufacturing or distribution business. Lessee shall not engage in any activity in the Premises which produces such prohibited materials. Lessee shall not use the Premises for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories.

4. Value of Stored Property; Liability for Loss Insurance: Lessee agrees not to store property with a total value in excess of \$5,000.00 without the prior written permission of the Lessor. If such written permission is not obtained, the value of property shall be deemed not to exceed \$5,000.00. The Premises is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special or emotional value to Lessee. ALL PROPERTY IS STORED BY LESSEE'S SOLE RISK. INSURANCE OF ALL CONTENTS IS LESSEE'S SOLE RESPONSIBILITY. In the event any court of law adjudicates Lessor liable for any loss, any reason, Lessee agrees that Lessor's liability shall not exceed \$5,000.00. This provision shall not constitute an admission that Lessee's property has any value whatsoever. Lessee agrees, at Lessee's sole expense, to maintain insurance on all property stored in the space with actual cash value coverage against all perils, without exception. Lessee's failure to maintain such insurance shall be a breach of this Agreement, constituting an Event of Default hereunder, and Lessee shall assume all risk of loss or damage that would have been covered by such insurance. The operation or failure of any type of a "security system" installed by Lessor is for the protection of the Facility not the Lessee's property, which shall not change Lessor's aforementioned liability for any type of loss incurred by Lessee, and shall in no way release Lessee from Lessee's obligation to insure Lessee's property.

5. Hazardous Substances: Lessee shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Lessor. 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.9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means and includes, without limiting the generality of the foregoing, (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.

6. Security Deposit: Lessor acknowledges receipt of the Security Deposit specified above which shall secure Lessee's performance of all terms of this Agreement. Lessee agrees that Lessor need not segregate the Security Deposit from other funds and that no interest will be due Lessee for the period in which the Security Deposit is held. The Security Deposit shall be returned to Lessee within twenty (20) days of termination, provided Lessor knows of the termination, less all charges for cleaning, repairing or otherwise preparing the Premises for rental to others, which shall be charged at a rate of \$20.00 Dollars per hour plus materials. Lessor may also deduct from the Security Deposit any unpaid rent, damages, charges, cost or expenses.

7. Termination: Lessee may terminate this Agreement at any time if all rent and charges are paid in full and Lessee vacates the Premises, removes the lock and notifies Lessor, in writing, of Lessee's termination at least 15 days prior to the expiration of the current term. Lessor may terminate this Agreement by giving Lessee 10 days written notice prior to the expiration of the current term.

8. Access: Lessee's access to the Premises and the Facility may be limited as reasonably deemed necessary by Lessor, including, but not limited to, requiring identification from Lessee, limiting hours of operation, or requiring Lessee to sign-in and sign-out upon entering and leaving the Facility. Lessor may deny Lessee access to the Premises when rent or charges are overdue, as described below. Lessee may change the times and methods of access to the Facility with thirty (30) days written notice posted at the main office of the Facility or mailed to Lessee. ***The Facility permits access during hours when the office of the Facility is closed ("Gate Hours"), Lessor shall not be liable to Lessee for Lessee's or Lessee's invitees inability to gain access during Gate Hours due to mechanical failure, misuse of gate code(s), or any other reason.***

9. Locked Space; Storage at Lessee's Risk; Insurance; and Indemnification: ***Lessee shall use the lock provided by Lessor, however, Lessor shall not maintain a key to the lock.*** If Premises is found open or if a lock is removed for an inventory or sale, Lessor may, but is not required to, lock the space at Lessee's expense. All property stored by Lessee within the Premises or on Lessor's property shall be at Lessee's sole risk. Lessor shall have no obligation to exercise any care, custody or control over Lessee's stored property. Lessor is not a warehouseman engaged in the business of storing goods for hire. Lessor assumes no responsibility for any loss, damage or casualty however caused to such property and Lessor is not responsible for obtaining insurance of any kind for the benefit of Lessee, Lessee releases Lessor, its employees and agents from any and all liability for personal injuries or death to persons including Lessee's and Lessee's family or invitees. Lessee further releases Lessor, its employees, and agents from any and all liability for any property damage including damage or loss from fire, water, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the acts or failure to act or negligence of Lessor, its employees or agents. Lessee further agrees to have its insurer waive any right of subrogation of any claim of Lessee against Lessor, its employees or agents. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss, claim, demands, damage, liability, expense (including reasonable attorney fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to any breach of this Agreement by Lessee.

10. Lessor's Lien: Pursuant to K.R.S. 359.200 et seq., upon Lessee's storage of personal property in the Premises, Lessor has a lien against Lessee on such property and on the proceeds of such property for: (i) all rent and fees, expenses and charges owed to Lessor under this Agreement; and (ii) any expenses reasonably incurred in the sale or other disposition of Lessee's property.

11. Right to Enter: Lessor, its employees or agents and the representatives of any government authority, including police and fire officials, shall have the right to remove Lessee's lock and enter the Premises, without notice, to take such action as may be necessary to preserve Lessor's property in the event of an emergency, or to comply with any applicable law, or to enforce any of Lessor's rights. Lessor, its employees or agents shall have the right to open and enter the Premises, upon reasonable notice, to examine the Premises, to make repairs, and/or alterations thereto.

12. Administrative and Other Charges and Fees: Lessee is in Default if rent is not paid by the anniversary date, and any rent accepted thereafter shall be at the sole discretion of the Lessor, and in any event, ***Lessee shall pay Lessor a late charge on any rental payment more than five (5) days late in the amount of \$10.00, and a \$25.00 charge for each returned check. If Lessee's access/gate code is deactivated, a \$10.00 re-activation charge may be imposed above and beyond any late fee or other fees described in this Agreement.*** If Lessee's rent becomes forty-five (45) days or more past due, or if the contents of Lessee's space are inventoried upon any breach of the provisions of this Agreement, Lessee shall be charged a \$55.00 Notice/Inventory charge plus the cost of any certified or registered U.S. Mail charges and any publication charges. In addition, Lessee shall pay Lessor all other costs and expenses incurred by Lessor (including reasonable attorney's fees) arising out of or related in any manner to a breach of this Agreement by Lessee, Lessor's collection of any amount owed by the Lessee, or the exercise of any remedy by Lessor upon a default by Lessee (including the sale or other disposition of Lessee's property) as permitted under this Agreement or by law. A \$25.00 per hour charge will apply for cleaning or removing trash or other debris left by Lessee inside or outside the Premises, or for any labor performed to insure compliance with Rules and Regulations herein. Any work performed by a Landlord's subcontractor for Lessee shall be reimbursed in full by Lessee. Any charges or fees not paid promptly by Lessee may be charged to the credit card on file.

13. Defaults; Lessor Remedies: If Lessee breaches any term or condition of this Agreement (a "Default"), Lessor in addition to such other rights it may have under this Agreement shall have the right to terminate this Agreement. If Lessee fails to pay any rent or other charges when due Lessor may: (i) remove Lessee's lock and access the Premises; (ii) over lock the Premises to prevent Lessee's access until all amounts outstanding are paid in full; (iii) inventory and/or take possession of the property located in the Premises; (iv) sell the property stored in the Premises as permitted by law but in no event less than (45) days after the event of default; or (v) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Lessee. Lessee's gate access is automatically suspended and the Premises is over locked one (1) day after any Event of Default. All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy.

14. Notices: Except as otherwise required by law, all notices under this Agreement by Lessor to Lessee shall be mailed by first class U.S. mail, postage pre-paid, to Lessee's last known address and shall be conclusively presumed to have been received by Lessee three (3) business days after mailing, unless returned to Lessor by the U.S. Postal Service. All notices from Lessee to Lessor shall be mailed by first class U.S. Mail, postage prepaid, to Lessor at the address of the Facility stated in this Agreement to the attention of the manager. Lessee is responsible for notifying Lessor in writing at Lessor's business address, via Certified Mail Return Receipt Requested or by filling in a change of address form available at the Facilities' office, of any change in Lessee's address or phone number. On all returned mail due to a failure of Lessee to notify Lessor of a new address there will be a one dollar (\$1.00) administrative charge to the account.

15. Assignment and Subletting Prohibited: Lessee may not assign its rights under this Agreement or sublet the space without the prior written consent of Lessor. This Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto. Any assignment or subletting of the Premises shall constitute an Event of Default hereunder.

16. Governing Law; Jury Trial; Severability: This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws provisions. Lessor and Lessee 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 Agreement, including any action for bodily injury, death or property damage. Lessor and Lessee further agree that the federal or state courts in Jefferson County, Kentucky shall have exclusive jurisdiction for any litigation related to this Agreement. If any part or provision of this Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Agreement shall remain in effect and be valid and enforceable.

17. Entire Agreement: This 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 Lessee and Lessor.

18. Counterparts and Headings: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Agreement. The headings in this 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.

19. Lessor's Employees: In the event Lessee requests any of Lessor's employees to perform any services for Lessee, it shall be due at Lessee's own risk as Lessee's agent, regardless of whether payment is made for said service(s). Lessee agrees to release, hold harmless and indemnify Lessor for any loss, change or injury Lessee may suffer related to the use of Lessor's employees.

20. Warranty of Information: Lessee warrants all information given in this Agreement or any application preceding this Agreement is complete, true and accurate at the time of this Agreement.

21. Abandonment: In the event Lessee removes his/her lock from the Premises and fails to make his/her monthly rental payment, then Lessor may treat the Premises as abandoned, ten (10) days after the periodic rental date.

22. **Pest Control:** Lessee is advised that Lessor uses chemicals at the Facility including around the Premises, for pest control. For this reason, no pets are allowed.

23. **Right to Assign and Mortgage:** In the event Lessor conveys ownership of this Facility, Lessor may assign this Agreement to the purchaser. In the event of such conveyance, Lessor shall be released from all obligations under the Agreement. This Agreement shall bind Lessee to the purchaser and Lessee agrees, thereafter, to look solely to purchaser to enforce all rights and remedies under this Agreement. This Agreement is subject and subordinate to a mortgage or similar instrument now or hereafter affecting the property of which the Premises are a party. Lessee agrees to attorn to any mortgage holder or purchaser at foreclosure sale (such attornment to be automatically effective upon such mortgage holder's or purchaser's acquisition of title to the property of which the Premises are a part).

24. **Rules and Regulations:** Lessee agrees to comply with the following rules and regulations, which may be amended by Lessor from time to time in Lessor's sole discretion:

- (a) **Hours of operation/access to the Facility and Premises is 24 hours a day, 7 days a week for gate hours, office hours are Monday to Friday – 9:00 A. M. to 6:00 P. M.; Saturday – 9:00 A. M. to 1:00 P. M.; Sunday and holidays – None. Gate access codes are to be kept confidential and are for Lessee use only.**
- (b) **To operate the automatic gate, enter appropriate information on keypad, gate will open after two (2) seconds. To exit the Facility you must re-enter information into keypad to open the gate. Tailgating another car through the gate activates the alarm and may result in damage to your vehicle. No access if rent is not paid current.**
- (c) No disposal of trash in Lessor's dumpster without express written permission in the form of a trash disposal addendum is permitted. Unauthorized disposal of trash shall be charged to Lessee. No disposal of hazardous materials in the receptacles. No outside waste may be brought in for disposal.
- (d) The Premises shall be kept locked by Lessee, at his/her expense, with a cylinder style lock and with not more than one (1) lock per door.
- (e) There is \$25.00 charge for any lock cut by Lessor at the request of Lessee. New lock must be purchased.
- (f) No alteration of the space or any other property owned by Lessor is permitted without prior written consent of Lessor.
- (g) There is a 5 M.P.H. speed limit throughout the Facility.
- (h) No loitering at the Facility. Anyone loitering after 10:00 p.m. is subject to a fine of \$10.00 per half hour of manager's time involved and is subject to criminal prosecution.
- (i) For the safety of all, no play or horseplay is permitted at the Facility.
- (j) No animals, except for service and companion animals, are permitted on the Facility.

The undersigned hereby acknowledges that he/she has read this Agreement in its entirety and agrees to be bound by its terms and conditions.

**LESSOR:**  
EAST POINT STORAGE, LLC  
By: \_\_\_\_\_  
(agent)

**LESSEE:**  
\_\_\_\_\_

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

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

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

**/Send me a Monthly Bill (\$5.00 per mo. Ser. Chg.)**

**/Bill my credit/debit card each anniversary date for Rental amount.**

I hereby authorize East Point Storage, LLC to debit my (our) credit/debit card or bank account for transactions as listed below on a recurring basis for the services or products listed in the East Point Storage Rental Agreement attached hereto and will remain in full force and effect until either I give written notice of cancellation for the services as to afford East Point Storage, LLC reasonable opportunity to act on it or until the number of billing periods specified are fulfilled.

I hereby also authorize East Point Storage, LLC to debit my credit/debit card or bank account for transactions as listed below on each anniversary date for the services or products provided in the Rental Agreement attached hereto.

**CREDIT CARD INFORMATION**

Credit/Debit card type: \_\_\_\_\_

Credit/Debit card number: \_\_\_\_\_

Card Expiration Date: \_\_\_\_\_

CVV2 Security Code (3 digit number on signature strip) \_\_\_\_\_

Name on Card \_\_\_\_\_

Billing Address for Card (incl. city/state/zip code)

Signature \_\_\_\_\_