

Morningstar Lease Terms

1. Term. is to be occupied and used for the purposes specified herein and subject to the conditions set forth and continuing month to month until terminated. Term start date is 30 days from date of email or mailing of this document.

2. Rent. Tenant is responsible to pay rent on their rent on or before their anniversary date **RENTAL PAYMENTS RECEIVED AFTER THE CLOSE OF BUSINESS (5:00 PM) ON THE FIFTH (5th) DAY AFTER THEIR ANNIVERSARY DATE ARE SUBJECT TO A LATE FEE OF 15% OF THE MONTHLY RENTAL RATE. This late charge shall be due and payable immediately without demand from Owner. If any check is dishonored for any reason, said late charge shall be due in addition to a RETURN CHECK CHARGE of \$25.00.** If any monthly installment is not paid by the TENTH day after their anniversary date, or if any check given in payment is dishonored, Occupant shall be deemed to be in default. If the Occupant is in default hereunder, Occupant agrees that a padlock may be installed by Owner on the aforementioned space and gate access denied, and Occupant agrees to pay the overdue rent, plus the aforementioned late payment charges before he shall be allowed to regain access to the Space. Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of property. Any payments made to stop the foreclosure and sale of the Occupant's property must be paid in cash, certified funds, or money order. **Personal checks will not be accepted.** If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum **PUBLIC AUCTION PROCESSING FEE of \$75.00.** Other fees charged to Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice charges, late charges, court costs and attorneys' 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 Occupant to Owner as provided in the Agreement and all such items of "additional rent" shall also be subject to the imposition of applicable sales tax as set forth in the Agreement. **PLEASE PAY BY THE 5th TO AVOID INCURRING A LATE CHARGE.**

3. Denial of Access. If rent is not paid within ten **(10) days** of the monthly due date, Owner may, without notice, deny the Occupant access to the property located in the self-storage facility. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the Premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of occupant's identity and inspecting vehicles that enter the Premises. Additionally, if Occupant 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 Occupant to all rented Spaces.

4. INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE

OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Occupant's stored property is a material condition of this agreement, and is for the benefit of both Occupant and Owner. **Occupant's failure to carry the required insurance is a breach of this agreement,** and Occupant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

5. Use and Occupancy and Compliance with Law. The Space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives or any highly flammable goods or any other goods in the space which would cause danger to the space. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, nor alter, nor affix signs on the space, and to keep the space in good condition during the term of this agreement. The Space may be used and occupied only for the storage of personal property in compliance with all applicable Federal, State and local laws, rules, ordinances and regulations and for no other purpose without the prior written consent of Owner. No animals or perishable or hazardous material (as defined from time to time by local, state or federal law or regulation), shall be placed in the Space by Occupant without Owner's prior written consent. Occupant shall not keep anything within the Space or use the Space for any purpose that increases insurance premium cost or invalidates any insurance policy carried on the Space, or for the storage of any property which shall be in violation of any order or requirement imposed by any government or governmental agency, or in violation of any legal requirement; or so any act or cause to be done any act that creates a nuisance in or upon or connected with the Space. Vehicles or other fuel-driven equipment may be stored only if the fuel tanks are empty. Occupant shall not use the Space for residential purposes and shall have access to the Space and common areas only during such hours and days as Owner permits.

6. No Bailment Intended. All property stored or maintained within the Space by Occupant shall be at Occupant's sole risk of damage or loss. Occupant acknowledges that no bailment or deposit of goods for safekeeping is intended or created by this Agreement. **Owner exercises neither care, custody, nor control over Occupant's stored property.** The Occupant acknowledges that the Owner does not furnish any security for the Space rented nor does the Owner make any claim or representations concerning the security of the facility or the Space rented. The Owner shall not be responsible for the theft or mysterious disappearance of the Occupant's property or for damage caused thereto by fire, water, freezing, heat, extreme changes in temperature, humidity, dampness, leakage, rodents, insects, mold, mildew, lightning, windstorm, hail, snow, flood, explosion, riots or civil disturbances, collapse of building, actions of other Occupants, loss

or failure of electricity or from any cause whatever, except if caused by the willful or grossly negligent acts of the Owner or its agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement.

7. Conditions and Alterations of Space. Occupant acknowledges that he/she has examined the Space and hereby accepts it as being in good order, condition, and repair. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Occupant shall maintain and return the Space in the same good condition, reasonable wear and tear expected, as they were upon the beginning date of this Agreement. Occupant agrees immediately to notify Owner of any defects or dangerous conditions. Occupant agrees to pay Owner promptly for any repairs made by Owner to the Space caused by the negligence or misuse of Occupant, or of Occupant's agents, invitees, licensees, and guests. Owner has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

8. Limitation of Value. **Because the value of the property stored may be difficult or impossible to ascertain, Occupant agrees that the aggregate value of all personal property stored does not exceed, nor will be deemed to exceed, \$5,000. Occupant may store property worth substantially less than \$5,000 and nothing contained in this Agreement shall be evidence or admission that the aggregate value of the property stored is, or is expected to be, at or near \$5,000. It is specifically understood and agreed that Owner need not be concerned with the kind, quantity, or value of property stored by Occupant pursuant to this agreement.** Occupant acknowledges that the Space are not suitable for the storage of heirlooms or other precious or irreplaceable property such as objects for which no immediate market exists and objects that are claimed to have special or emotional value to Occupant. Occupant waives any claim for sentimental attachment or for Occupant's emotional attachment to the property that is placed in the Space.

9. Right to Enter, Inspect, and Repair Space. Occupant shall grant Owner, Owner's agents or the representatives of any governmental authority, including police and fire officials, access to the Space at all reasonable times without prior notice to Occupant. Owner, Owner's agents or the representatives of any governmental authority shall have the right to immediately remove Occupant's lock and enter the Space for the purpose of examining the Space or the contents thereof, or for the purpose of making repairs or alterations and taking such other action as may be necessary or appropriate to preserve the Space, or to comply with applicable law or enforce any of Owner's rights. Occupant further authorizes Owner to release any information regarding tenancy as may be required by law or requested by any governmental authority agency.

10. Rules and Regulations. Any rules and regulations posted in a conspicuous place on Owner's property or otherwise made known to the Occupant, including any additional rules and regulations promulgated by Owner concerning this tenancy and made known to Occupant by conspicuous posting or otherwise, are made a part of this Agreement, and Occupant shall comply at all times with such rules and regulations.

11. Renewal-Termination. Provided Occupant is not in default hereunder, this Rental Agreement automatically shall be renewed from month to month, upon the same terms and

conditions, unless either party shall give to the other written notice of cancellation, at least ten (10) days before the end of the month. Written notice of termination from Occupant must be given to Owner at the Owner's Address, which address may be changed by written notice from time to time, and notice of termination shall be effective upon receipt by Owner or Owner's authorization agent. Rent shall be payable by Occupant to Owner during such notice prior and through the end of the month. Owner may terminate this Agreement immediately due to Occupant's Breach of the Peace or other violations of this Agreement. Upon termination of this Agreement, the Occupant 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. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant.

12. Owner's Lien: OCCUPANT'S STORED PROPERTY IS SUBJECT TO A SELF STORAGE OWNER'S LIEN, AS PROVIDED IN SECTION 44A-40 THROUGH 44A-46, NORTH CAROLINA REVISED STATUTES, AND OCCUPANT'S STORED PROPERTY MAY EVEN BE SOLD TO SATISFY SUCH LIEN AS PROVIDED THEREIN. IN THE EVENT THAT RENT OR OTHER CHARGES UNDER THIS AGREEMENT REMAIN DUE AND OWING FOR FIVE DAY AFTER SUCH CHARGES ARISE, OCCUPANT WILL BE DENIED ACCESS TO THE STORAGE SPACE, AND PROCEDURES TO ENFORCE OWNER'S LIEN WILL BE COMMENCED. THE OWNER MAY ENFORCE ITS LIEN BY A PUBLIC SALE OR OTHER DISPOSITION OF THE OCCUPANT'S PROPERTY. OCCUPANT SHALL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) INCURRED BY THE OWNER ARISING FROM THE SALE OF OCCUPANT'S PROPERTY OR FOR ANY EVICTION PROCEEDING BROUGHT BY OWNER.

13. Owner's Lien and Security Interest. Upon default by Occupant, in addition to any statutory Owner's lien, but not in lieu thereof, Owner at all times shall have a valid, contractual lien for all rentals and other sums of money becoming due hereunder from Occupant, upon all property located in the Space. Occupant hereby grants to Owner a security interest in all property stored by Occupant in the Space, for the purposes of this paragraph. Furthermore, in addition to the rights and remedies granted to Owner hereunder, Owner may enforce all rights granted to it by the laws of the State without having made an election of remedies.

14. Assignment or Subletting. Occupant shall not sublet or assign all or any portion of the Space without the prior written consent of Owner. Any such attempt to sublet or assign shall be void and shall constitute a default on the part of the Occupant.

15. Electricity. The Owner, at its option, may provide an electric light in the Occupant's storage unit. Such light, if provided, is for illumination only and cannot be used as an electricity source for other purposes. Electricity for purposes other than illumination may be provided at the Owner's option and is subject to an additional charge. Owner in all cases is not liable for damages resulting from an interruption of power.

16. Vehicles. Vehicles (including, but not limited to autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the space allocated and referred to in this Agreement. Only one vehicle may be stored in each marked space and only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the self-storage space after termination of the rental agreement or upon Occupant's default, 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. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

17. Abandonment. In the absence of written notice to the Owner to the contrary, if all property is removed from the Space and/or the Occupant is otherwise in default under the terms hereof, or if the Occupant has removed his lock from the Space, the Occupant shall be deemed to have abandoned the Space.

18. Attorney's Fees and Costs. In the event of Occupant's breach hereunder, and Owner retains an attorney to represent it in connection with such breach, then Occupant agrees to pay to Owner all reasonable attorney's fees incurred by Owner in connection therewith. If Owner brings legal action in connection therewith, then Occupant shall pay to Owner all costs, expenses, and reasonable attorney's fees in connection therewith.

19. Waiver of Jury Trial. Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim counterclaim, or cross complaint brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with this Agreement, Occupant's use or occupancy of the Space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation.

20. Binding Lease. This Agreement is binding upon the parties hereto and their heirs, successors, and permitted assigns.

21. Subordination. This lease shall be and is subordinate to the interest of any holder of any mortgage or deed of trust or any other instrument given by owner to secure any debt or obligation of Owner, whether now existing or hereafter entered into and any modifications, replacements, renewals, or extensions thereof and Occupant agrees to execute any instrument which Owner may request to further evidence and/or effect such subordination and appoints Owner as its Attorney-in-Fact to execute any such instrument.

22. Notices from Owner. All notices required by this Agreement shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant 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.

23. Notices from Occupant. Occupant represents and warrants that the information Occupant

has supplied in the Agreement is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space and any removal or addition of property to or out of the Space. Occupant understands he must personally deliver such notice to Owner, mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement or provide such information via e-mail sent to the correct e-mail address and verified by Owner.

24. General Provisions. This Agreement may be changed or amended only by a written notice signed by the Owner or Owner's Authorized Agent. The waiver by the Owner of any provision of this Agreement will not be deemed to be a waiver of such provision in the future or of any subsequent breach of the same or any other provision of the Agreement. Interest will accrue on all sums due at the judgment rate.

25. Severability. In the event that any provision of this Agreement shall be held to be invalid and unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

26. Changes. All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy and other charges, are subject to change by Owner upon thirty (30) days prior notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of change by giving Owner ten (10 days) prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, the change shall become effective and apply to his occupancy.

27. Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost or expense of Owner in connection with locking the Space, including the cost of the lock.

28. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage Space from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

29. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

30. Military Service. If you are in the military service, you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.

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

32. Climate Control. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

33. Limited Warranty. This Agreement and its Addendum contain 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. The agents and employees of Owner are not authorized to make warranties about the Space and facility referred to in this Agreement. Owner's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Occupant nor shall any of said statements be considered a part of the Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES 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 leased Space and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space and facility, and that Occupant accepts such leased Space and facility AS IS and WITH ALL FAULTS.

34. Permission to Call, Fax, E-Mail or Text. Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, e-mail or text, Occupant hereby consents to Owner phoning, faxing, e-mailing and texting Occupant with marketing and/or other business-related communications.

35. Entire Agreement. The making, execution and delivery of this Agreement by the Occupant has not been induced by any representations, statements, warranties, or Agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

CERTIFICATE OF STORAGE INSURANCE
HARCO NATIONAL INSURANCE COMPANY
PLATINUM TENANT INSURANCE UNDER MASTER POLICY NUMBER: RPLA01225

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by

Harco National Insurance Company

DEFINITIONS:

When used in reference to this insurance, "you" and "your" refer to the person(s) named as tenant in the Rental Agreement. "We," "us" and "our" refer to the insurance company. In addition, certain words and phrases are defined as follows:

OWNER - shall mean the owner, landlord, lessor or operator of the self-storage facility.

RENTAL AGREEMENT - means the Rental Agreement executed and in effect between you and the Owner.

INSURANCE APPLICATION - means the "Enrollment For Acceptance Of Insurance Under Master Policy Number" form you completed.

AMOUNT OF INSURANCE - means the amount of insurance printed on your signed **Insurance Application** form for coverage.

PREMIUM - means the amount shown in the **Insurance Application** form as premium for your insurance.

OCCURRENCE - means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

PROPERTY DAMAGE - means physical injury to real property at the storage facility location listed in the **Rental Agreement**, but does not include any;

- a. **PROPERTY DAMAGE** expected or intended from the standpoint of the insured; or
- b. Loss of use of that property.

VEHICLE - means land motor vehicle, boat, mobile equipment or trailer and covered property stored within.

EFFECTIVE DATE: This insurance attaches on the date shown on the **Insurance Application**. This insurance shall remain in effect until terminated or cancelled as provided by this certificate.

PROPERTY INSURED: The personal property insured under each Certificate of Storage Insurance consists of the personal property of the Insured. We will also cover the personal property of others for which the Insured may be liable or have assumed liability prior to a loss while in storage within the storage space described in the **Rental Agreement**.

PERILS INSURED AGAINST: We cover direct loss to property insured by the following perils, except as otherwise excluded but limited to the **Amount of Insurance**.

- a) Fire or Lightning
- b) Windstorm or Hail
- c) Cyclone, Tornado or Hurricane
- d) Explosion or Sonic Boom
- e) Strikes, Riot or Civil Commotion
property insured, other
- f) Aircraft, Self-propelled Missiles or Spacecraft
- g) Vehicles
- h) Smoke
- i) Landslide, including sinkhole collapse
- j) Vandalism or Malicious Mischief
- k) Falling objects, provided the exterior of the building containing the property is first damaged by such falling objects
- l) Weight of Ice, Snow or Sleet
- m) Collapse of Buildings containing the property insured, other than by earthquake
- n) Water Damage except as excluded under Paragraphs (b) and (c) Exclusion
- o) Earthquake

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the **Amount of Insurance**.

BURGLARY: 100% of the **Amount of Insurance** coverage for loss by burglary or holdup. The term "Burglary" shall mean the act of stealing property by forcible entry into the storage space described in the **Rental Agreement**; however, this coverage only applies when such storage space is securely locked at the time of the forcible entry. The mere absence of a lock will not constitute forcible entry.

DEBRIS REMOVAL: 20% of the amount of your insurance under the Master Policy to cover the necessary expense incurred in the removal of debris from the property insured following an insured loss.

LIMITED PROPERTY DAMAGE LIABILITY: We will pay up to \$3,000 that you become legally obligated to pay the Master Policyholder for **Property Damage** to the storage facility listed in the **Rental Agreement** caused by an **Occurrence**.

OUTDOOR VEHICLE STORAGE SPACE: We will pay the Insured for direct physical loss to property stored and locked within a **Vehicle** or OEM components permanently attached to the **Vehicle** in the Self-Storage unit number shown in the Certificate of Storage Insurance and stored outside at the premises described in the Certificate of Storage Insurance caused by or resulting from any Covered Cause of Loss except due to hail.

RODENT/VERMIN: We will pay up to \$500 to cover loss or damage caused by moths, insects, rodents or vermin.

MILDEW, MOLD, FUNGUS, BACTERIA, WET OR DRY ROT: We will pay up to \$500 for loss or damage caused by direct physical loss or damage to covered property resulting from mildew, mold, fungus, bacteria, wet or dry rot, including the cost of removal of the mildew, mold, fungus, bacteria, wet or dry rot, that occurs during the Certificate Period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **Occurrence**.

TRANSIT: 100% of the amount of your insurance under the Master Policy for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported while such property is in transit to or from the storage space, provided the property is within 100 miles of the described storage facility.

EXTRA RENTAL SPACE: 20% of the amount of your insurance under the Master Policy to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage space is prevented as a result of loss or damage to storage facility building by a peril insured against in this policy.

EXCLUSIONS: We do not insure:

- a) Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol or explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, atmospheric condition and /or changes in temperature, delay, loss of use or loss of market.
- c) Against loss or damage caused by, resulting from, contributing to or aggravated by flood, surface water, waves, tidal water or tidal wave, or overflow of streams or other bodies of water, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.
- d) Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- e) Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the **Occurrence** of any peril insured against, or when the insured property is endangered by an insured peril.
- f) Loss or damage caused intentionally by the Insured or at the direction of the Insured.
- g) Loss or damage of contraband, or caused by illegal transportation or trade.
- h) Loss or damage resulting from activity in violation of the Lease agreement.
- i) Loss or damage caused by theft or mysterious disappearance, except burglary as covered herein.
- j) Losses caused by nuclear hazards:
"Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled of however caused or any consequence of any of them. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the "Perils Insured Against" clause. The insurance evidenced by this policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- k) War risk and governmental action:
The insurance evidenced by this policy does not apply to loss caused directly or indirectly by or due to any act or condition incident to the following:
Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental

power, authority or forces. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an **Occurrence**, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

- l) Any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by or resulting from a Communicable Disease or the fear or threat of a Communicable Disease regardless of any other cause, event or other sequence of events. "Communicable Disease" means any disease which can be transmitted directly or indirectly from one organism to another organism, where the disease is caused by a substance or agent which is a virus, bacterium, parasite or other organism or any variation, whether deemed living or not.

DEDUCTIBLE CLAUSE: There is no deductible applicable to a loss covered under this policy.

TERMINATION OF INSURANCE: This insurance shall automatically terminate without notice to you:

On the date your **Rental Agreement** is terminated;

On the first day the Insured fails to pay the **Premium** in full for this insurance by the Insured's monthly anniversary day; or

As provided in the Cancellation clause shown below.

Premium for the month of termination is fully earned and there shall be no return **Premium** due to the Insured for such month.

VALUATION: The value of the property will be determined at the time of loss and will be the least of the following amounts:

The actual cash value of that property;

The cost of reasonably restoring that property to the condition immediately before loss; or

The cost of replacing that property of like kind and quality.

DUTIES YOU HAVE AFTER A LOSS: You will give prompt notice to us at site location and to our authorized representative and in case of burglary also to the police. The notice should include:

How, when and where the loss occurred;

The property involved and your interest in it; and

The names and addresses of any witnesses.

IF YOU HAVE A LOSS: Write or telephone

Cornerstone Insurance Producers - TI
425 N. Prince St., Suite 101
Lancaster, PA 17603

Phone # 800-792-0345

CONCEALMENT, MISREPRESENTATION AND FRAUD: If you commit fraud by intentionally concealing or misrepresenting a material fact concerning the insurance evidenced by this Certificate, covered property or your interest in the covered property, you will void your insurance under this policy and be subject to prosecution.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you:

Will permit us to inspect the damaged property before it is disposed of or repaired;

Will send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;

Will agree to examinations under oath at our request;

Will produce others for examination under oath at our request;

Will provide us with all pertinent records needed to prove the loss; and

Will cooperate with us in the investigation or settlement of the loss.

APPRAISAL: If you and we do not agree as to the amount of loss, then you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two will be binding and set the amount of loss. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the expense of the umpire and the other expenses of the appraisal.

LOSS PAYMENT/OTHER RECOVERIES: We will pay or make good any insured loss under the insurance evidenced by this certificate within 30 days after we reach agreement with you, the entry

of final judgment or the filing of an arbitration award, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

LEGAL ACTION AGAINST US: No one may bring legal action against us unless:

There has been full compliance with all terms of the insurance evidenced by this certificate; and

Such action is brought within two years after you first have knowledge of a loss.

TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or from whom we make payment under the insurance evidenced by this certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss to hinder us in our recovery.

**PAIR,
SET OR
PARTS:**

Pair or Set. In case of loss to any part of a pair or set we may:

Repair or replace any part to restore the pair or set to its valuation before the loss; or

Pay the difference between the valuation of the pair or set before and after the loss.

Parts. In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OPTIONAL ARBITRATION: Except for decisions made under the appraisal condition, in the event you and we fail to agree as to the interpretation or applicability of any of the terms of our Insurance, you may elect to resolve the disagreement by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located or in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This option is granted to you subject to the following terms and conditions:

Any arbitration instituted to determine coverage for a specific loss must be started within one year after the **Occurrence** causing loss or damage. This optional arbitration clause is intended to grant an additional right to you. All other terms and conditions of this contract remain the same, and no rights or duties of yours or ours shall be diminished or negated by reason of this clause or exercise of this option.

CANCELLATION: The insurance evidenced by this Certificate may be canceled at any time by you, upon providing advanced notice in writing to us or to your facility management. Facility Management will send notice to your address shown on the **Rental Agreement** prior to the effective date of cancellation of this certificate. The insurance evidenced by this policy shall automatically terminate in event of non-payment or partial payment of **Premium** as provided above without further notice to you. **Premium** for the month of cancellation is fully earned and there shall be no return **Premium** due you for such month. If any part of this paragraph is in conflict with specific state requirements the state requirements will apply.

CHANGES: This Certificate and the Master Policy contains agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of the Master Policy.