



LANDMARK STORAGE

## STORAGE FACILITY RULES AND REGULATIONS

These Rules and Regulations (called “Rules” ) are incorporated into and made a part of the Agreement between the Customer and the Owner. If there is a conflict between these Rules and the Agreement, the Agreement will control. Owner may change these Rules at any time. Customers are encouraged to view this website often.

**A. Prohibited Uses.** Customer may only use the Unit for storing Customer’ s personal property. Customer may NOT:

- Modify or alter the Unit.
- Allow anyone else to use the Unit.
- Conduct a business, garage sale, or hobby, or manufacture, exhibit, or sell items from the Unit.
- Use the Unit for any illegal purposes.
- Store illegal drugs or controlled substances in the Unit.
- Store or abandon hazardous materials in the Unit including, without limitation, substances that are toxic, reactive, volatile, flammable, explosive, hazardous, or corrosive, or that are, at any time, regulated by state, Federal or local authorities.
- Store items with an aggregate value of more than \$5,000 unless Owner has expressly consented in writing to a higher value. Customer’ s purchase of insurance from any provider in an amount greater than \$5,000 will not be considered Owner’ s consent to the storage of Unit Contents in excess of \$5,000.
- Store animals, food or other perishable items in the Unit.
- Store items that, in Owner’ s determination, attract vermin, create a nuisance, have a noxious odor or stench, or endanger the safety or health of people or the environment.
- Store any documents, film, or electronic data containing any personal information relating to Customer, Customer’ s clients, customers, patients, or others, such as social security numbers; credit card, debit card, bank account or passport information; or tax, employment, medical, or legal records. If Customer is in default and Owner finds any documents, film or electronic data in the Unit, Owner may, at Owner’ s option, immediately destroy these items and charge Customer for the destruction costs.
- Store items with special or sentimental value, or with unknown immediate resale or market value.
- Use any space heaters or connect to any electricity, cable, internet or any other utilities serving the Facility.
- Bring animals or pets to the Facility or Unit other than trained service animals.
- Use any dumpsters or garbage depositories at the Facility. Customer will be charged fees for violating this prohibition.

**B. Unit Access.** Units are accessible 24 hours per day, seven days a week via coded gate access.

**C. Unsecured Units & Overlocks.**

- Owner may place a new lock on any Unit that is not secured by a lock. Customer will pay for the costs of the new lock and any other costs incurred by Owner in connection with the new lock.

- If an unsecured Unit is vacant, or if there are only items that appear to be trash, Owner may dispose of the trash, at Customer's cost, and consider the Agreement terminated.

**D. Facility Gates, Driveways & Security.** Customers must follow all procedures to enter the gate. The procedures are as follows:

1. Customer must pull up to and enter Customer's gate code into the key pad.
  2. Customer must wait for the gate to open completely before driving through the gate area.
  3. After the gate has fully opened, only 1 vehicle may drive through the gate area. Each vehicle must enter a gate code into the key pad to access the property.
- Customers are warned that when a gate code is entered into the key pad, the gate opens only for enough time to allow 1 vehicle to drive through the gate area. The gate may close on, and damage, a vehicle if more than 1 vehicle enters through the gate when a gate code is entered into the key pad. Owner is not liable for this damage.
  - Customers will be responsible to pay to Owner all costs incurred by Owner to repair any damage to the gate or fence due to Customer's or Customer's guest's improper use or negligence.
  - All driveways at the Facility are for vehicular use only. Pedestrians are not permitted to walk through the driveways.
  - Any security systems at the Facility such as fences, gates, or video cameras are for Owner's protection only. Customer may not rely on these security systems to protect the Unit or the Unit Contents.

**E. Vehicle Storage.**

- All motorized vehicles, including, without limitation, a car, boat, motorcycle, snow mobile, or wave runner (called "Vehicle"), stored at the facility must be owned by the Tenant. Tenant and Registered Owner must be the same person.
- A photocopy of the current registration for any Vehicle stored at the Facility is required at the time of rental and before any Vehicle may be placed in the Unit. All tags must be current. Titles are not acceptable.
- If a Vehicle is stored in a Unit, the Vehicle must be stored over drip trays to prevent fluids from leaking into the Unit. If fluids from the Vehicle leak into the Unit or Facility, Customer will remediate the Unit or Facility at Customer's expense in accordance with applicable laws.
- If a Vehicle is stored in an outside parking lot at the Facility, the following requirements must be complied with:
  - The Vehicle must be insured.
  - At Owner's request, identification stickers, decals, or tags must be placed in the Vehicle so that they are visible from the outside of the Vehicle.
  - In the event of an emergency, Owner may relocate the Vehicle to different areas of the Facility without notice.
  - The Vehicle must be in good, operational condition.
- If a Customer is in default of the Agreement, Owner may, without incurring any liability, have any Vehicle being stored by the Customer towed at the Customer's expense.

**F. Special Equipment & Keys.**

- If any special equipment such as remote controls, keys, or portable electronic devices is provided to a Customer, it is the Customer's responsibility to protect and safeguard the equipment. If the equipment is damaged or lost, Customer will pay to Owner the cost to replace or repair the equipment.
- Customer must protect and safeguard Customer's keys to the Unit. If Customer loses a key, it is recommended that Customer replace Customer's lock immediately to avoid unauthorized access. Owner does not verify the authority of those entering Units with keys.

**G. Law Enforcement Directives.** Owner cooperates with law enforcement officials in all reasonable respects including, without limitation, allowing law enforcement officials to comply with and enforce search warrants, and providing business records (excluding financial information), video footage, and subpoenaed documents to law enforcement officials. Owner has no obligation to reimburse Tenant for cut locks and shall not be liable for any damage caused to the

**H. Fees.**

- Customers will not receive an invoice for the Monthly Rent unless Customers pay a monthly invoice fee in the amount determined by Owner.
- The Lease does not include all fees, expenses, or charges that Customers may be required to pay under the Lease, and Owner reserves the right to charge additional fees.
- Owner reserves the right to increase, decrease, supplement, or otherwise modify any fees or charges in the Lease by either sending advance notice directly to the Customer, or posting advance notice of any such change on this website or in the office.
- The list of fees set forth in the Lease is not all inclusive and additional fees may apply.

**I. Temperature.** The temperature in a Unit is not controlled.

**J. Accepted Payment Method.** Customer's payments may be made in cash, credit card, debit card or ACH. Owner may accept other forms of payment at Owner's sole discretion. Owner may refuse any form of payment other than Cash when a Customer is in default.

**K. Discretion to Evict.** At Owner's discretion, Owner reserves the right to evict any Tenant who is continually late with paying rent or who repeatedly violates these Rules or the provisions of the Lease.