

Barton's Bay, Inc.

10055 State Road 101
Brookville, IN 47012
765-914-5058

Space#: _____

Approx. Size: _____

Price per month: _____

Date Rent Starts: _____

Dates you expect to rent:

Self-Storage Rental Agreement

Customer Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell/Phone: _____ Alternate phone: _____

Email: _____ Alternate Email: _____

Description of stored Property: _____

This AGREEMENT is executed between Barton's Bay, Inc, OPERATOR and above named CUSTOMER. Customer shall pay monthly rent in advance on the 1st day of the month, at the above shown rate, with the initial payment being prorated to the 1st day of the next month. Operator requires 30 days notice of Customer's intent to vacate their SPACE. Rent is due for the month after you give notice unless you give notice on the 1st of the month. Once a payment is made, there will be no full or partial refund of that payment except for advance payments. A charge of \$25.00 will be made in the event of any returned check. In the event Customer fails to pay said rent within 10 days after due date, a \$20.00 late charge per month will be added. If Customer is in default for 20 days or more Customer's credit card will be charged. If Customer is in default for over 30 day Operator may change your lock or remove your property to another place under Indiana Code. Monthly bills are only sent if rent is not received by the 10th. The late fee will be added to the billing. Billing will be made by email if supplied.

Important rules and information:

1. Customer WILL supply their own lock.
2. Customer agrees to carry insurance in an amount to cover value of property stored.
3. Customer will NOT use the Space for any unlawful purpose and expressly agrees not to use the Space for human or animal habitation. Customer will NOT conduct business from the Space
4. Customer will NOT use Space for storage or use of any hazardous or toxic materials or inherently dangerous or flammable substances.
5. Customer will NOT alter or destruct the Space in any way and the Space shall be left broom clean, free of trash and Personal Property. Customer agrees to pay for any damages or clean up they incur.

Customer will supply the following credit card information and is agreeing that his/her card may be charged if rent is in default for 20 days or more and monthly if that election is made below.

Yes No My credit card may be charged monthly for my rental fee on or about the 1st of each month.

Credit Card Number: _____ Exp: _____ Code: _____ Zip: _____

Paid Today: \$ _____ Next due date: _____ Amount due next due date: _____

By signing this agreement renter is agreeing to the terms above and on the reverse of this form.
The first payment includes proration of the current month and next full month's rent.

Customer: _____

Dated: _____

Terms and Conditions

LIABILITY

OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK. Operator and Operator's Agents shall not be liable to Customer for any damage or loss to any person or property at the Facility and to any property stored in the Space, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, mold, mildew, water, rain, rodents, insects, acts of God, partial or sole negligence or failure to act of Operator or Operator's Agents. Customer shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in the Space or at the Facility arising in any way out of Customer's use of the Facility from any cause whatsoever including, but not limited to, the active or passive acts, omissions or negligence of Operator or Operator's Agents.

INSURANCE

CUSTOMER'S PERSONAL PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OPERATOR AGAINST LOSS OR DAMAGE. Customer shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all personal property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Customer does not maintain insurance for the full value of the personal property stored, or fails to maintain insurance at all, Customer bears all risk of loss or damage. Customer hereby releases Operator and Operator's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's Agents in connection with any damage which is or would be covered by any such insurance policy.

OPERATOR'S LIEN

ANY PERSONAL PROPERTY STORED IN A SELF-SERVICE STORAGE FACILITY IS SUBJECT TO A LIEN IN FAVOR OF SELF STORAGE FACILITY OWNER FOR RENT, LABOR, OR OTHER CHARGES, THAT ACCRUE IN CONNECTION WITH THE CUSTOMER'S PERSONAL PROPERTY UNDER THE RENTAL AGREEMENT, AND FOR EXPENSES REASONABLY INCURRED IN THE PRESERVATION, SALE OR DISPOSITION OF SUCH PERSONAL PROPERTY. THE LIEN ATTACHES ON THE DATE PERSONAL PROPERTY IS STORED. OWNER MAY MOVE OR LOCK OUT SPACE AND THEN SELL OR DISPOSE OF ANY PERSONAL PROPERTY BELONGING TO RENTER WHEN RENTER IS IN DEFAULT. THIS LIEN IS PURSUANT TO INDIANA CODE 26-3-8. If Customer's Rent becomes 30 days or more past due, or upon any breach of the provisions of this Rental Agreement, Customer access to the Rented Space will be suspended until such time as all Rent and Fees are paid in Full. If the Rented Space is not locked, Renter is delinquent in Rent, and Owner determines the items contained in the Rented Space have no marketable value (under \$100) Owner may consider the Rented Space abandoned and dispose of or sell any or all Personal Property in the Rented Space.

USE AND ACCESS

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT CUSTOMER SHALL NOT STORE OR USE IN THE SPACE OR AT THE FACILITY ANY HAZARDOUS OR TOXIC MATERIALS OR ANY INHERENTLY DANGEROUS OR FLAMMABLE SUBSTANCE. Customer will supply their own lock for the Space. Operator retains the right to enter units for maintenance, inspection or emergency. Customer shall not make or allow any alterations to the Space. Customer agrees that the Space and Facility shall be used solely for the storage of personal property. Customer shall not use the Space for any unlawful purpose and expressly agrees to not live or sleep in the Rented Space, nor shall animals be permitted to be stored in the Rented Space. The storage of food and any perishable goods is strictly prohibited. Customer hereby waives any claim for sentimental or emotional value for Customer's property that is stored in the Rented Space or at the Facility.

The conditions in this agreement will be binding upon the heirs, successors, executors, administrators and assigns of all the parties of this Agreement. If any portion of this agreement is found to be invalid the remaining portions of this agreement will remain in full force and effect. All terms of this agreement are subject to change with thirty (30) days prior written notice.