

Nevada Self-Storage Rental Agreement

This Nevada Self-Storage Rental Agreement (“Agreement”) is executed by Linden Mini Storage (“Agent”) as agent for the owner of the facility listed below (“Owner”) and the occupant listed below (“Occupant”). In this Agreement, Owner will be referred to as “We”/“Us”/“Our”, and Occupant will be referred to as “You”/“Your”/“Yourself”.

<p style="text-align: center;">Bianchi Estates, LLC DBA: Linden Mini Storage (LMS) (775) 400-1269 www.MinStorageReno.com</p> <p>Facility Address: Linden Mini Storage 220 Linden Street Reno, NV 89502</p> <p>Payment Mailing Address: Bianchi Estates, LLC P.O. Box 2455 Rocklin, CA 95677</p> <p style="text-align: center;"><u>FEE SCHEDULE:</u></p> <p>Administrative Fee: \$30 non-refundable. Late Fee: \$20 if we do not receive all outstanding Rent by closing time on the 10th day after it became due. Security Deposit: \$50, refundable if the unit is left clean and empty, and you give Us 10-day notice (see paragraph 31 for more detailed information). Insufficient Fund Fee: \$35 anytime a rent payment is reversed, returned, or refused due to insufficient funds, balance or otherwise. You will pay to Us the insufficient Fund fee in addition to any late charges. Transfer Fee: \$19 upon Our approval of this Agreement/sublease of space. Administrative Lien Fee: \$25 per instance and a \$50 lockout fee.</p> <p style="text-align: center; background-color: yellow;">RENT IS DUE ON THE FIRST (1ST) OF EACH MONTH.</p> <p style="text-align: center; background-color: yellow;">HIGHLIGHTED FIELDS ARE REQUIRED</p>	<p style="text-align: center; color: red;"><u>THIS SECTION TO BE FILLED OUT BY LINDEN PERSONNEL:</u></p> <p>Unit or Parking Space Number: _____</p> <p>Size of Space (circle one): 5x10 10x10 10x18</p> <p>Or Length of Vehicle in Parking Space: _____</p> <p>Select One:</p> <p>Rent: \$ _____ <input type="checkbox"/> Monthly or \$ _____ <input type="checkbox"/> Annually</p> <p>Effective Date: _____</p> <hr style="border-top: 1px dashed red;"/> <p style="text-align: center; background-color: yellow;">If a vehicle is stored in the Space:</p> <p>Make: _____ Model: _____ Year: _____</p> <p>Color: _____ VIN: _____</p> <p>_____</p> <p>License Plate: _____ State: _____</p> <p>Lien Holder(s)* <i>(list any person/entity with a lien/security interest in items in the space):</i> Lien Holder Name(s): _____</p> <p>Lien Holder Address(es): _____</p> <p>Amount of Lien(s): _____</p> <p>Items Subject to Lien(s): _____</p> <p><i>*Attach a separate page, if necessary</i></p>
<p><u>Occupant Name & Contact Information:</u> <i>All written notices may be sent to your e-mail address.</i></p> <p>Name: _____ Drivers License Number: _____ State: _____</p> <p>Cell Phone: _____ Home Phone: _____ Work Phone: _____</p> <p>Address: _____ City: _____ State: _____ Zip Code: _____</p> <p>Email: _____</p>	
<p><u>Alternate Contact:</u></p> <p>Name: _____ Phone: _____ Email: _____</p> <p>Address: _____ City: _____ State: _____ Zip Code: _____</p>	
<p>NEVADA LAW requires storage occupants to disclose whether any of the following Protected Property is or will be stored in the Space:</p> <p><input type="checkbox"/> Documents, files or electronic data containing financial, medical, legal or passport information about Occupant’s customers, clients or patients. Read the Disclosure to the Right →</p> <p><input type="checkbox"/> Pharmaceuticals (except those dispensed by a pharmacy for Occupant’s personal use).</p> <p><input type="checkbox"/> Alcoholic beverages <input type="checkbox"/> Firearms <input type="checkbox"/> None</p> <p style="text-align: center; background-color: yellow;">Occupant Initials: _____</p>	<p>Storing Protected Documents, Files Or Electronic Data:</p> <p>If you are subject to mandatory licensing, registration, permitting, or other professional or occupational regulation by a government agency, board, or commission and the Protected Property to be stored is related to that profession or occupation, You are to provide written notice to that agency, board, or commission. It must state that You are storing Protected Property, identify the general type of Protected Property being stored at the Facility, and complete contact information for the Facility. You will provide Us with a copy of any written notice provided to any agency, board, or commission. You MUST provide contact information for an alternate person.</p>

Occupant Notice: (1) Pursuant to the Nevada Self-Service Storage Facility Act Your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold or otherwise disposed of to satisfy the lien if rent and other charges due remain

unpaid for fourteen (14) consecutive days. (2) **IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE.** (3) You are required to purchase insurance on Your stored property. The Nevada Legislature has determined that such insurance is available through most insurers.

The Owner rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

1. Term & Automatic Renewal: This is a "month-to-month" Agreement. The initial term of this Agreement is one (1) month, beginning on the Effective Date and ending at 11:59pm on the day before the one (1) month anniversary of the Effective Date. This Agreement will renew automatically upon expiration of each term and until either You or We terminate this Agreement.

2. Rent: **All payments must be made to Bianchi Estates, LLC.** In consideration for Your right to use the Space You will pay to Us in advance, without demand, setoff, or reduction, the Monthly Rent shown above in this Agreement, together with any tax or other assessment levied on the Monthly Rent by any state, county, or local authority. The first (1st) installment of Monthly Rent is due on the Effective Date, and each subsequent installment of Monthly Rent is due on or before the 1st of every month. We will send a monthly rent invoice to be paid to Us, unless You request not to be sent a monthly rent invoice. **We may increase the Monthly Rent amount by sending notice to You 30 days in advance of the increase.** All fees, charges, and other amounts You are required to pay under this Agreement are considered "additional rent", Monthly Rent and "additional rent" are collectively referred to as "Rent." You must obtain a receipt from Us for any Cash payment or else they are invalid. Rent payments may be sent to the Payment Mailing Address listed above in this Agreement.

3. Partial Rent Payments: Our acceptance of a partial Rent payment will not cure Your default or waive/preclude Our rights to exercise Our remedies under this Agreement. Partial Rent payments will be applied first to applicable fee(s) and then to the oldest outstanding Rent until exhausted.

4. Administration Fee: You agree to pay the \$30 non-refundable administrative fee.

5. Late Payment/Late Fee: If Your Rent payment is not received by the tenth (10th) day of the month, You will be charged a late fee.

6. Locking & Securing The Space: We do not secure the Space or the items in the Space (collectively, the "Space Contents"). You must secure the Space and the Space Contents and You must lock the Space with Your lock. Any lock that You purchase from Us is Your lock. We may (but We are not obligated to) place a temporary lock on the Space if We find the Space unlocked. If You do not replace a temporary lock within 7 days after Our notice to you, You will be deemed to have purchased the temporary lock and You will be charged for the cost of the temporary lock and, if applicable, the cost to mail to You the keys for the temporary lock.

7. Access & Denial Of Access: You will have access to the Space during Our business hours which are posted in Our office at the Facility. If You do not pay Rent when due, We may deny You access to the Space, and /or overlock the Space; provided, however, that We will not overlock Your Space until that date in default under the Agreement for 14 continuous days. If You cut or tamper with any overlock, You will pay to Us the cost of any damage caused in doing so. **If Rent is 30 days or more past due, We will remove Your lock from the Space to prepare for the sale or disposal of the Space Contents.** If We receive all past due Rent before the sale date, We will reactivate Your access, and remove Our overlock from the Space. If Your lock was removed, You will secure the Space with a new lock or We will, without any obligation, place a temporary lock on the Space. We may also deny You access to the Space if You are in default of any other terms of this agreement until You have cured the default.

8. Termination: Either You or We may terminate this Agreement by providing written notice to the other ("TERMINATION NOTICE") at least 10 days before the end of any monthly term. **If a Termination Notice is received less than 10 days before the end of monthly term, then this Agreement will terminate at the end of the next monthly term.** If you vacate the Space before this Agreement terminates, You will not receive a Rent refund. If We find the Space unlocked and vacant (except for what appears, in Our determination, to be trash), We may assume that You terminated this Agreement, dispose of the trash, and rent the Space to another.

9. Permitted Use & Prohibited Items: The Space may only be used for the storage of Your own personal property but specifically excluding (i) Prohibited items (defined below) (ii) items with an aggregate value of more than \$5,000.00 unless We have consented in writing, or (iii) items with special or sentimental value or with unknown immediate resale or market value such as collectibles, heirlooms, jewelry, furs, works of art, books, or writings. Unless We have agreed in writing that You may store items in the Space with an aggregate value of more than \$5,000, the Space Contents will be deemed to have an aggregate value of not more than \$5,000. You will NOT use the Space (a) for residential purposes such as sleeping or living in the Space; (b) to conduct a business, occupation, trade, or hobby; (c) to manufacture, exhibit, or sell items; or (d) for any illegal or illicit purposes. You will NOT store any of the following "Prohibited Items" in the Space:

- items that, in Our determination, have a noxious odor or stench;
- animals, food or other perishable items;
- items that, in Our determination, danger the safety or health of people or the environment;
- illegal drugs, firearms, explosives, stolen, or counterfeit goods; and/or
- items that, in Our determination, attract vermin or create a nuisance
- substances that are toxic, ignitable, reactive, volatile, flammable, explosive, hazardous, or corrosive

or that are, at any time, regulated by state, Federal or local authorities;

If We believe there are Prohibited Items in the Space, We may, in addition to any other remedies under this Agreement, enter the Space (with or without law enforcement or other governmental authorities), remove and/or dispose of any Prohibited Items, and charge to Your account any costs We incur to do so. You will not connect to electricity (including plugging into any electrical outlets), cable, internet, and/or any other utilities serving the Space or the Facility unless We have, in Our sole discretion, provided written consent to You.

10. Limitation Of Liability: the maximum aggregate liability of the released parties, if any, in connection with the Space Contents is \$5,000, and You waive the right to claim such damages if any amount above \$5,000.

11. Insurance: You, at Your expense, shall maintain a policy of flood, fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Your property is a material condition of this Agreement. **Failure to carry the required insurance is a breach of this Agreement** and You assume all risk of loss to stored property that would be covered by such insurance. You expressly agree that the insurance company providing such insurance shall not be subrogated to any claim of You against Us, for loss of or damage to stored property. **Occupant Initials:** [REDACTED]

12. Release & Waiver Subrogation: **We do not insure nor are We liable for any loss of, or damage to, the Space Contents.** You waive and release Us, Agent, and each of their respective employees/agents (collectively, "Released Parties") from any and all claims for the loss of, or damage to, the Space Contents whether by reason of fire, water, elements, acts of God, theft, burglary, vandalism, mysterious disappearance, mold, mildew, rodents, insects, and any additional services provided by Us. Regardless of whether You maintain insurance or protection plan. You waive any right of subrogation Your insurance company may have against any of the Released Parties, and You will cause Your insurance policy to reflect this waiver. *This Paragraph is a specific bargained for condition of this Agreement and We would not have entered into this Agreement without it.*

13. Release Of Owner's Liability For Bodily Injury: Owner shall not be liable for injury or death as a result of Occupant's use of the storage Space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's Agents or Employees.

14. Indemnity: You will indemnify and hold all Released Parties harmless from any and all losses, claims, actions (including, without limitation, attorney's fees and court costs), liabilities, and/or damages arising out of (i) Your/Your agents or invitees acts or omissions, (ii) Your default under this Agreement, (iii) You or Your agents or invitees use of the Space or the Facility, (iv) any damage to or loss of the Space Contents, and/or (v) the sale of any Space Contents after Your default, including, without limitation any files described above.

15. Rules And Regulations: You will obey all Facility rules and regulations. Rules and regulations are posted in the office. We may modify and /or amend rules/regulations at any time without notice.

16. Owner's Right To Enter: Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage Space upon twenty four (24) hours advanced written notice to Occupant. If Occupant cannot be contacted at the address or phone numbers provided, Owner may enter the space without Occupant's consent. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage Space without notice to You, and take such action as may be necessary to protect the storage facility, or to comply with applicable law.

17. Alterations: You shall not make any alterations to the rented Space without the prior written permission. Upon vacating the Space You shall, at Your sole expense, return the Space in the same condition it was rented.

18. No Subletting Or Assignment: You will not assign this Agreement or sublease the Space without Our written consent which We may withhold at Our discretion. Any attempt by You to assign this Agreement or sublease the Space without Our written consent is void. The administrative transfer fee is shown above.

19. Notices (address change & advertisements): Unless otherwise required by the state's self-storage law, all communications will be by phone, e-mail, standard mail, or certified mail to Your street address, phone number, or e-mail address listed above in this Agreement. You will notify Us immediately in writing if You change any of Your contact information. We may advertise on Our website (www.MiniStorageReno.com or <https://www.MiniStorageReno.com/Auctions.html>) the sale of the Space Contents. This may be the only advertisement of the Space Contents.

20. Vehicle Storage: If the Space Contents include any type of motorized vehicle governed by applicable motor vehicle laws, the vehicle must be in good, operational condition and stored over drip trays or cardboard to prevent fluids from leaking into the Space. If the vehicle is stored indoors, the gas tank must be drained prior to storage. At Our request, You will place identification stickers, decals, or tags on the vehicle. If You are in default or if the vehicle remains at the Facility, after termination of this Agreement, We may, without notice and without incurring any liability, have the vehicle towed from the Facility at Your expense and/or relocate the vehicle to a different Space or to a different Facility. If fluids from the vehicle leak into the Space or Facility, You will, at Your expense, remediate such leak in accordance with all applicable laws.

21. Pets: No pets are allowed in the Facility.

22. Law Enforcement Directives: If We receive what appears to be a Search Warrant, We may, without incurring any liability, remove Your lock, allow the Space to be searched and, if applicable, the Space Contents to be seized, and We may, without any obligation, place

a temporary lock on the Space. If We receive what appears to be a Subpoena or what appears to be a law officer or governmental official request of documents or information about You or the Space, We may provide such information or documents without incurring any liability.

23. Attorneys' Fees: If We retain counsel to enforce any of Our rights under this Agreement, You will pay Our reasonable attorneys' fees, court costs, and expenses whether incurred during or after the term of this Agreement.

24. Space: You rent the Space in "as-is" condition. You have inspected the Space and agree that the Space is in good condition and suitable for Your storage needs.

25. Changes to Agreement: We may change the terms of this Agreement at any time upon 30 days prior notice to You. Your continued use of the Space after this 30-day period means You agree to and accept the changes.

26. Default Remedies: You will be in default of this Agreement if (i) We do not receive any Rent when due, (ii) You fail or refuse to perform any of Your other obligations under, or violate any of the terms of, this Agreement, (iii) in Our opinion, You have acted in an abusive or harassing manner towards Our employees, agents, contractors, guests, customers, tenants, or occupants, and/or (iv) You are in default of any other agreement(s) between You and Us. If You are in default of this Agreement We may, at Our option (a) immediately terminate this Agreement, (b) if it is a monetary default, commence to sell, and sell, the Space Contents as set forth in Paragraph 30 and this Agreement will terminate on the sale date (and, if the Space Contents do not sell, We may dispose of the Space Contents), and/or (c) exercise any other remedy in this Agreement, at law, or in equity. You will pay to Us any attorneys' fees, court costs, or other expenses that We incur in connection with Your default.

27. Moving Out; Holdover; & Holdover Rent: Before this Agreement terminates (by any means) You must remove Your lock and all Space Contents from the Space, and You must repair, to Our reasonable satisfaction, any damage that You or Your invitees have caused. If you do not repair this damage, You will pay to Us any costs that We incur to repair the damage. If Your lock and/or any Space Contents remain in or about the Space after this Agreement terminates, or if You have not completed any required repairs, We may, at Our option, either (1) deem Your lock and/or Space Contents abandoned and dispose of these items at Your cost, or (2) consider You a holdover occupant at sufferance from the termination date until You properly move out of and/or repair the Space ("Holdover Period"). Terms of this Agreement will apply during any Holdover Period except that Monthly Rent will automatically increase to 200% of the Monthly Rent in effect immediately before the Holdover Period. We may exercise any remedies in this Agreement, at law, or equity.

28. NO BAILMENT: This Agreement does not create a "bailment"; WE ARE NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE; WE DO NOT ASSUME CUSTODY OF, OR CONTROL OVER, THE SPACE CONTENTS (EVEN IF WE ENTER TO OVERLOCK THE SPACE); AND WE ARE NOT RESPONSIBLE TO SAFE KEEP OR RETURN THE SPACE CONTENTS.

29. Lien Holder & Alternate Contact: You represent and warrant that **ONLY** the lien holder(s) listed above in this Agreement, if any, has a lien or security interest in Space Contents, and You will send written notice to Us of the name and address of any other party that obtains a lien or security interest in any Space Contents.

30. Owner's Statutory Lien & Administrative Lien Fee: As set forth in and authorized by the Nevada Self-Storage Facility Act, the Space Contents will be subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. You will pay to Us the administrative lien fee on the date and in the amount shown above, to reimburse Us for Our internal costs to prepare for, and, if applicable, to sell or dispose of the Space Contents.

31. Security Deposit: The security deposit paid by you shall be held by Us, without interest, and shall be refunded to you within 30 days after you have vacated the storage unit. Any unpaid charges, cleaning fees, costs of repair or other reasonable charges shall be deducted from the security deposit. It shall be mailed to you at the address specified in the written notice or the last known address on file.

In order to receive full security deposit refund, tenant must deliver written notice of its intent to vacate the unit 10 days before the last day of the month, leave the unit empty and broom clean by closing time on the last day of the month, and remove your padlock. If the unit is not empty and clean, a minimum of \$50.00 cleaning fee will be deducted from the security deposit.

Do not sign this Agreement until you have read it in its entirety and fully understand it. You and We, intending to be legally bound, have signed this Agreement as of the Effective Date. If you have any questions concerning its legal effect, consult your legal advisor.

Lessee Name (Printed): _____

Lessee Signature: _____ **Date:** _____

Agent Name: _____

Agent Signature: _____ **Date:** _____