

LOCKERS OF LONDON
(SELF-STORAGE FACILITY)
6747 Barbourville Road
London, Laurel County, KY 40744

RENTAL AGREEMENT

Lockers of London ("Operator") leases Storage Unit No. _____ ("the Unit") to _____ ("Occupant"), whose address is _____, under the terms and conditions set forth below.

1. **Term.** This Agreement shall commence on _____ ("the Move-in Date") and shall continue from month to month until terminated. **The minimum rental period is one month. No refunds of rental charges will be made if Occupant vacates the Unit early.**

2. **Rent.** Rental for the Unit is the sum of \$_____ per month payable on or before the monthly anniversary of the "Move-in Date" each and every month, in advance, to be paid electronically via debit/credit or by personal check or money order mailed to Operator at PO Box 1830, Lexington, KY 40588. If the rent is not paid within five days after the monthly anniversary of the "Move-in Date" each month, a \$20.00 per month per unit late charge shall become due and payable to Operator. Should Occupant tender the rental payment by check that is dishonored upon presentment, or is otherwise in default, Operator may require, at its option, all subsequent rent to be paid in cash, cashier's check or money order.

3. **Fees.** Occupant agrees to pay fees to Operator for the following: NSF (dishonored check charge) \$25.00; foreclosure and sale pursuant to enforcement of Operator's Lien \$200.00.

4. **Occupancy and Use of Unit.** The Unit shall be occupied and used by Occupant during the term of this Agreement for no other purpose than that specified herein and exclusively for the storage of personal property, merchandise, supplies or other material owned by Occupant. The use of the Unit and the storage facility in which it is located ("the Facility") shall be subject to such regulations as Operator has or shall make from time to time respecting the Unit and Facility and the use thereof, and Occupant agrees to obey all such rules and regulations. Under no circumstances shall the Unit be used for residential (i.e., to live in) purposes. Occupant shall not (a) store in the Unit any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitation Department, Fire Department, Police Department, or other governmental agency or in violation of any other legal requirement, or (b) do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Unit or Facility. Occupant shall provide, at its own expense, one (and only one) lock for the Unit which Occupant deems sufficient to secure the Unit. Operator shall have no duty or responsibility to remove snow or ice from the Facility.

5. **No Hazardous Substances.** Occupant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on or in the Facility by Occupant or Occupant's agents, employees, or invitees. If hazardous substances are stored, used, generated or disposed of on or in the Facility or if the Facility becomes contaminated in any manner for which Occupant is legally liable, Occupant shall indemnify and hold harmless Operator and the owner of the Facility from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, any and all sums paid for settlement of claims, attorneys' fees, and consultant and expert fees, arising during or after the lease term as a result of the hazardous substances. Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance on the Facility that results in contamination, Occupant shall promptly, at its sole expense, take any and all necessary actions to return the Facility to the condition existing prior to the presence of the hazardous substance.

6. **Right to Enter.** Operator reserves the right to enter the Unit to inspect, maintain or repair as Operator may deem necessary.

7. **Condition and Alteration of Unit.** Occupant has examined the Unit and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Unit. Occupant shall make no alterations or additions to the Unit without the prior written consent of Operator. Any alterations, additions or fixtures shall be accomplished at Occupant's cost, and at the option of Operator same shall become the property of Operator at the termination of this Agreement, or shall be removed by Occupant at the termination of this Agreement and the Unit returned to the condition it was in at the commencement of this Agreement, all at the cost of Occupant.

8. **Repairs, Trash Removal and Utilities.** Occupant agrees to keep the immediate premises in good order and to advise Operator or his agent of any needed maintenance or repairs. Occupant understands there are no utilities provided in storage and no heating appliances or space heaters are permitted. Occupant shall not store any items outside the storage area nor dispose of any trash outside the storage area. Occupant shall repair and restore the interior of the Unit to its original condition, normal wear and tear excepted. Occupant is responsible for the repair of damage to the Unit and to any areas of the Facility that may be caused by Occupant, Occupant's invitees, trucking, freight, or moving companies, or any person or vehicle at the Facility at the request or on behalf of Occupant. Occupant will leave the Unit broom clean at the conclusion of this Agreement. Occupant shall remove all trash from the Facility. Occupant is responsible for and shall reimburse Operator for any expenses incurred in cleaning of the Unit and disposing of Occupant's trash.

9. **Limitation of Value.** Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless Operator has given permission in writing to store property exceeding \$5,000.00 in value and Occupant maintains adequate insurance to cover the value of the stored property. **Occupant agrees that the maximum liability of Operator to Occupant is \$2,000.00 for any claim or suit by Occupant, including but not limited to any suit which alleges a wrongful or improper foreclosure or sale of the contents of the Unit.** Nothing in this section shall be deemed to create any liability on the part of Operator for any loss of or damage to Occupant's property.

10. **Risk of Loss/Limits of Operator's Liability.** No bailment is created by this Agreement. Operator is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Unit shall remain vested in Occupant, and all property stored in the Unit or located at the Facility shall be stored at Occupant's sole risk. **Operator and Operator's agents and employees shall not be liable for (a) any loss of or damage to any property while at the Facility or (b) any personal injury to Occupant or Occupant's agents, employees, invitees, or members of the public occurring at the Facility which loss, damage or injury arises from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, acts of God, the ordinary or gross negligence of Operator, Operator's agents or employees, unless such loss, damage or injury results from the willful or wanton negligence of Operator or Operator's agents or employees.**

11. **Insurance.** Occupant, at Occupant's expense, shall secure its own insurance to protect itself and its property against all perils of whatsoever nature. Operator does not provide any type of insurance which would protect Occupant's property from loss by fire, theft, water, or any other type of casualty loss. It is Occupant's responsibility to obtain such insurance. Insurance carried by Operator shall be for the sole benefit of Operator and Occupant shall make no claim whatsoever against Operator's insurance in the event of any loss. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Operator in the event of loss or damage of any kind or from any cause.

12. **Indemnification of Operator.** Occupant will indemnify and hold harmless Operator from and against any and all manner of claims for damages, lost property, and personal injury and costs, including attorneys' fees arising from Occupant's use of the Unit or the Facility or from any activity, work or thing done, permitted or suffered by Occupant in or at the Unit or about the Facility. In the event the Unit is damaged or destroyed by fire or other casualty, Operator shall have the right to remove the contents of the Unit and store it at Occupant's sole cost and expense without liability for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with such removal and storage.

13. **Default.** Under the terms and conditions of this Agreement, if rent is not received on or before the anniversary of the "Move-in Date" each month, Operator may deem Occupant in default. **Operator shall have a lien on all personal property stored within the Unit for rent, labor or other charges and for expenses reasonably incurred in its sale as provided by Kentucky statute. The property stored in the Unit may be sold to satisfy the lien of Operator if Occupant is in default.** Operator reserves the right to place Operator's lock on the Unit if Occupant is in default to secure Operator's lien. Removal of this lock by anyone other than Operator or its agents will be considered as breaking and entering. Operator will enforce its lien by disposing of the contents of the Unit as provided by Kentucky Revised Statutes and as specified in this Agreement. Operator may cancel and terminate this Agreement effective immediately without notice to Occupant if Occupant fails to comply with any covenant, agreement or condition contained herein. In the event Occupant defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Agreement and Operator employs attorneys to enforce all or any part of this Agreement or collect any sums due hereunder, Occupant agrees to reimburse Operator for the attorneys' fees incurred thereby, whether or not suit is actually filed.

14. **Operator's Rights.** Occupant's access to the Unit may be limited in any manner deemed reasonably necessary by Operator to maintain order and protect the Facility.

15. **Enforcement of Operator's Lien.** Operator has a lien on all personal property stored in the Unit for rent, labor, or other charges, and for expenses reasonably incurred in its sale, as provided in KRS 359.200 to 359.250. The property stored in the Unit may be sold to satisfy the lien if Occupant is in default. Before conducting a sale pursuant to KRS 359.230(1), Operator shall (a) notify Occupant of the default by regular mail at Occupant's last known address; (b) send a second notice of default by certified mail to Occupant at Occupant's last known address which includes: (i) a statement that the contents of Occupant's Unit are subject to Operator's lien; (ii) a statement of Operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of sale, and the date those additional charges shall become due; (iii) a demand for payment of the charges due within a specified time, not less than fourteen days after the date of notice; (iv) a statement that unless the claim is paid within the time stated, the contents of Occupant's Unit shall be sold at a specified time and place; and (v) the name, street address, and telephone number of Operator, or its designated agent, whom Occupant may contact to respond to the notice; and (c) at least three days before the sale, advertise the time, place, and terms of the sale in a newspaper of general circulation in the jurisdiction where the sale is to be held. The proceeds from the sale of Occupant's property shall be applied to the debts of Occupant to Operator, including the cost of the sale. If any of the proceeds of the sale remain after payment of the debt set forth above, said proceeds shall be retained by Operator for a period of sixty days for delivery to any other recorded lienholders who present valid claims. Upon the expiration of sixty days, the balance of any remaining proceeds shall be retained by Operator for a period of sixty days during which time it may be claimed by Occupant.

Occupant represents that it owns or has legal possession of the property to be stored in the Unit and such property is free and clear of all liens and security interests except for the following:

(If none, leave blank.) (Provide name and address of all parties with secured interests in property named.)

16. **Partial Payments.** Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the foreclosure and 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 the property.

17. **Abandonment.** Occupant shall have abandoned the Unit and its contents if Occupant has removed Occupant's lock from the Unit and is not current in all obligations hereunder. **Rent paid for the month in which Occupant abandons Unit early shall not be refunded.**

18. **Termination.** This Agreement may be terminated by either party by (a) giving the other notice five days prior to the intended expiration date of same and (b) in the event of Occupant giving such notice, Occupant must also remove its lock from the Unit by said expiration date. Upon termination of this Agreement, Occupant shall remove all property from the Facility (unless such property is subject to Operator's lien as set forth herein), all locks from the Unit, and shall deliver possession of the Unit to Operator on the day of termination. If Occupant fails to fully remove its property from the Facility within the time required, Operator, at its option, may without further notice or demand, either directly or through legal process, re-enter the Unit and remove all property without being deemed guilty in any manner of trespassing or conversion. All items left in the Facility after termination will be deemed to be of no value to and abandoned by Occupant and may be discarded by Operator at the expense of Occupant.

19. **Notices.** Any notice required to be sent by Occupant hereunder (except for notices pursuant to paragraph 18) shall be mailed by certified mail, return receipt requested to Operator at PO Box 1830, Lexington Kentucky 40588, or to such other place as Operator may designate in writing to Occupant. Any notice required to be sent by Operator hereunder (except for notices pursuant to paragraph 18 or as otherwise statutorily required) shall be mailed by regular U. S. Mail to Occupant. Operator will use the address shown for Occupant herein for all mailings of statements, notices or correspondence with Occupant. If Operator mails statements, notices or any other correspondence to Occupant which is returned by the U. S. Postal Service as undeliverable with no forwarding address, Operator will assume Occupant has abandoned the Unit and all contents therein. Occupant has the duty to notify Operator in writing by certified mail return receipt requested, of any change of address. All notices sent by mail will be deemed given at time of mailing. All notices sent by hand delivery will be deemed given at time of hand delivery.

20. **Changes to Rental Agreement.** All terms of this Agreement, including but without limitation, monthly rental rates, conditions of occupancy and other charges are subject to change by Operator with thirty (30) days prior written notice to Occupant. If changed, Occupant may terminate this Agreement on the effective date of the change by giving Operator written notice five (5) days prior to the effective date of change. If Occupant does not timely give such notice, the change shall be effective.

21. **Miscellaneous.** Occupant shall not sublet or assign any or all of the Unit or Occupant's interest therein without the prior written consent of Operator. Occupant agrees to abide by all rules and policies that are posted and are now in effect or that may be put into effect from time to time by Operator. Operator agrees to supply written copies of said rules to Occupant as they now exist and as they may be modified or adopted in the future.

This Agreement and any actions between the parties shall be interpreted and governed by the laws of the Commonwealth of Kentucky. Operator and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-claim in any action brought by either Operator against Occupant or Occupant against Operator on any matter arising out of or in any way connected with this Agreement, Occupant's use or occupancy of the Unit or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute or regulation. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Operator of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

22. **Time. Time is of the essence in this Agreement.**

OCCUPANT HAS READ THE ENTIRE RENTAL AGREEMENT, INCLUDING THE TERMS AND CONDITIONS. THIS IS A LEGALLY BINDING CONTRACT AND OCCUPANT SHOULD SEEK LEGAL ASSISTANCE IF OCCUPANT DOES NOT UNDERSTAND ANY PROVISION OF THIS AGREEMENT.

This Agreement has been executed on this ____ day of _____, 201__.

LOCKERS OF LONDON, Operator

By: _____
Its Authorized Representative

OCCUPANT

Signature _____
Name (please print) _____