



## SELF STORAGE TERMS AND CONDITIONS

**Effective Date: August 5, 2025**

Please read our Self Storage Terms and Conditions ("**Terms**") in its entirety. By using this Website, (including for the rental of storage space), you are consenting to the practices described in these Terms. If you do not agree with this policy, please discontinue use of this Website.

We reserve the right to amend these Terms at any time and without notice. These Terms apply exclusively to the access and use of our website [www.ezmini.com](http://www.ezmini.com), (this "**Website**"), and of the related EZ Storage services and features (collectively, the "**Services**") and do not alter in any way the terms and conditions of any other agreement the Tenant may have with EZ Storage regarding its products or Services.

**ARBITRATION NOTICE.** You agree that disputes arising under these Terms or the EZ Storage Agreements will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND EZ STORAGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

These Terms form an integral part of the Rental Lease ("**Lease**") entered into between EZ Storage ("**Company**", "**Lessor**", "**EZ Storage**", or "**we**") and "**you**" "**Tenant**", whose name, and address(es) are set forth in the Occupant Information section of the Lease, for the purpose of renting certain rental storage unit, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. The terms "**you**" and "**Tenant**" refers to the customer visiting this Website or that enters into a rental agreement with Company. Due to the nature of Company's business and its purpose being storage, it is further understood that Company is not representing to Tenant, in any manner whatsoever, that Company is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to these Terms. In the event of a conflict between these Terms and any other agreements relating to EZ Storage's products and Services, including the Lease, the Tenant Responsibility Addendum, and the Lease Summary (collectively, the "**EZ Storage Agreements**"), the order of precedence shall be as follows: (1) Lease, (2) Self Storage Terms and Conditions, (3) Tenant Responsibility Addendum, and (4) Lease Summary. By executing a Lease with Lessor in-person, the Tenant hereby agrees to these Terms.

**NOW THEREFORE**, for and in consideration of the foregoing recital (which is incorporated herein by reference) and other consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in these Terms, the parties hereto hereby agree as follows:

### **Use of this Website**

As a condition of your use of this Website, you represent and warrant that:

1. You are at least 18 years of age;
2. You possess the legal authority to create a binding legal obligation;
3. You will use this Website in accordance with these Terms;
4. You will only use this Website to make legitimate self storage unit rental(s) for you or for another person for whom you are legally authorized to act;
5. All information supplied by you on this website is true, accurate, current and complete;
6. If you make a rental agreement or otherwise transact online with EZ Storage, you will safeguard your login information and will supervise and be completely responsible for login by anyone other than you. We retain the right at our sole discretion to deny anyone access to this Website and the self storage units we offer, at any time and for any reason, including, but not limited to, for violation of these Terms.

### **E-Sign Disclosure and Consent**

By submitting your application, clicking "I Agree," or otherwise signing documents electronically, you agree to the use of electronic records and signatures. Your consent applies to all communications related to your use of the Company's Services, including lease applications, account notices, disclosures, terms and

conditions, and legally required notices. These communications may be delivered by email, SMS, or other electronic means. Electronic signatures carry the same legal effect as handwritten signatures under applicable law.

### **How to Update Your Contact Information**

To change your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at the email address provided that is specific to each self-storage facility location at [www.ezmini.com](http://www.ezmini.com) and provide your new e-mail address.

### **Required Hardware and Software for Electronic Communications**

To access and retain electronic records, you must have the following:

- Access to a computer, smartphone, or tablet with internet access;
- A current internet browser (e.g. Chrome, Safari, Firefox, or Edge);
- Software that can view and retain PDF or RTF documents (e.g. Adobe Acrobat Reader);
- A valid email address; and
- Ability to print or download files for your records

We will notify you should these hardware and software requirements change.

### **Storage Unit Sizes**

**YOU ARE ACCEPTING THE STORAGE UNIT “AS IS”.** Storage unit sizes stated on our Website, in advertising, and/or in the Lease and related documents are approximations and are provided for comparison purposes only. Storage units may be materially smaller or larger than the approximations indicated and may be shaped differently than indicated. Storage units may be uniquely or irregularly configured and may contain unique or irregular features, including without limitation, poles, bulkheads, columns, or curbs. You should inspect the storage unit before making a rental decision. The rental decision should be made based upon such inspection and not based on any stated size specifications. Storage units are not rented by the square foot, and rent is not based on square foot measurements. Rental sums for a storage unit are based on many factors, including without limitation, the location of the storage unit, the rental market of which the storage unit is a part, the accessibility of the storage unit, the features of the facility, and other factors and characteristics particular to the storage unit.

### **Payments**

Payment transactions are processed through the use of a Third- Party Site, which is intended to protect the privacy of the user's information. However, EZ Storage does not guarantee that the use of this secured server will safeguard information transferred electronically between the Tenant and EZ Storage in all situations.

### **Copyrights & Trademarks**

All materials on this Website, including but not limited to design, text, graphics and content are the copyrighted property of EZ Storage. EZ Storage trademarks, service marks, graphics and logos used in connection with this Website are trademarks or registered trademarks of EZ Storage or EZ Storage's licensors. Other trademarks, service marks, graphics and logos used in connection with this Website may be the trademarks of other third parties. Your use of this Website grants you no right or license to reproduce or otherwise use any EZ Storage trademarks or third-party trademarks.

### **Third Party Websites**

The EZ Storage sites may contain images of and links to third party websites (“**Third-Party Sites**”). The Third-Party Sites are not under the control of EZ Storage and EZ Storage is not responsible for examining or evaluating any Third-Party Sites. EZ Storage makes no warranties as to the offerings of any of these businesses or individuals or the content of the Third-Party Sites. EZ Storage does not assume any responsibility or liability for the actions, product, and content of all these Third-Party Sites and any other third parties. EZ Storage is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EZ Storage of any Third-Party Sites or any association with its operators, or with any of its products or services. You should carefully review their privacy statements and other conditions of use.

1. **DESCRIPTION OF UNIT.** Company leases to Tenant and Tenant leases from Company during the Term (as defined in Section 9 below) one or more storage container(s) ("**Unit**") as described in the Lease.
2. **USE OF UNIT(S).** Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant has examined the Unit(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Unit(s) (or any portion of the Unit) with Tenant's belongings, the Unit(s) is satisfactory for all purposes for which Tenant shall use it. Tenant specifically acknowledges that Tenant assumes full responsibility and liability for Tenant's property in the Unit(s). Tenant shall keep all aisles clear and shall not block another tenant's door or access into such tenant's unit. Tenant shall provide its own lock and maintain possession of its keys. Tenant may only have one lock on the Unit. If more than one lock is found, Tenant may be subject to an administrative cut lock fee for the removal of such lock.
3. **LOCK.** Tenant shall provide, at Tenant's own expense, a lock for the Unit(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Unit(s). Tenant shall NOT provide Company or Company's agents with a key and/or combination to Tenant's lock. In the event such locks are rendered ineffectual for their intended purpose from any cause, or the Unit(s) become insecure for any reason, Company may, but is not obligated to, take whatever measure Company deems reasonable to re-secure the Unit(s), with or without notice to Tenant, in Company's sole discretion. The fact that Company has taken measures to re-secure access to Tenant's Unit(s) shall not alter the limitation of Company's liability set forth elsewhere in the Agreement, nor shall such measure be deemed a conversion of Tenant's stored property. All expenses associated with Company re-securing the Unit(s) shall be paid by Tenant. If Company re-secures Tenant's Unit in accordance with this Section 3, upon reasonable notice, Tenant may request Company to remove the lock(s) from Tenant's Unit(s); however, Company is not obligated to do so. In connection with the foregoing, if Tenant requests the removal of the lock(s) by Company, Tenant must provide prior written authorization to Company for Company to remove such lock(s).
4. **RENT.** So long as these Terms are effective, you shall pay Company rent, as set forth in the Rental Information section of the Lease ("**Rent**"), without deduction, prior notice, demand or billing statement. In addition to the Rent, you shall pay to Company an administrative fee as specified in the Lease. All Rent, including payments, and other fees paid by Tenant to EZ Storage, including the initial payment are **nonrefundable, regardless of the reason, including but not limited to, not signing the Lease, termination, vacating the Unit early, or failure to use the storage space.** Rent is due on the 1st day of each calendar month and must be paid in advance, except that Rent for the first month or any part thereof shall be paid upon the execution of these Terms. Partial payments are not accepted unless approved in writing. **The Company may increase the Rent amount upon 30 days written notice to the address or email address provided to the Company. However, Rent will increase immediately upon the expiration of any promotional rate offering a temporary discount on the Rent.** Late fees in compliance with applicable law may apply if Rent is not received within 10 days after the due date. For units in Pennsylvania and Missouri, late fees will be the greater of \$20 or 20% of the monthly rental amount. If you fail to pay rent in accordance with the applicable law as set forth in Section 16 herein, Company reserves the right to process your Unit for online, public auction. EZ Storage does not send notices or invoices to you for Rent that's due, unless you request such invoices and a service charge will be applied to each mailing if an invoice or other notice is requested. **ALL PAYMENTS FOR RENT AND/OR CHARGES OR FEES MADE BY YOU TO COMPANY SHALL BE NONREFUNDABLE.** If there is an agreement between Tenant and management of Company to extend payment due dates, such agreement shall be in writing and signed by both parties to be binding, and for Company, the agreement shall be signed by an authorized representative that has authority to bind the Company.
5. **ADDITIONAL FEES AND CHARGES.** If Tenant executes the Lease, Tenant agrees to pay all the applicable fees and charges as described in the Lease. In the event Tenant is delinquent in the payment of Rent or other charges due under the EZ Storage Agreements, including without limitation, the fees and charges listed in the Lease and costs associated with the processing of Tenant's delinquent account, Tenant hereby authorizes Company to charge Tenant's bank/credit card account, without the signature of Tenant, for charges applied to Tenant's account. Company shall have no liability to Tenant

for charges applied to Tenant's bank/credit account so long as such charges are applied by Company in good faith.

6. **METHOD AND AUTHORIZATION OF PAYMENT.** Tenant agrees that, unless otherwise agreed to by Company, all payments due hereunder shall be made via cash, check, or charged to the credit card or bank account (via electronic funds transfer) provided to Company by Tenant at the time Tenant first leases a Unit, or to such substitute credit card or bank account as Tenant may provide to Company thereafter. Tenant hereby authorizes Company to charge Tenant's credit card or bank account, without signature of Tenant, for all initial rental fees and charges, and to make automatic charges against such credit card or bank account on the monthly payment date as set forth herein. Company shall have no liability to Tenant for charges applied to Tenant's bank/credit account so long as such charges are applied by Company in good faith. If Tenant makes a payment with a check that is not honored by Tenant's bank, for any reason, Tenant will automatically be charged a return check fee and must pay such return check fee for each check. Any returned checks shall also be subject to a late fee. At Company's sole discretion, Company can demand all future payments by Tenant must be made in cash, credit card, or money order if Tenant has a check that is returned for any reason.
7. **PROHIBITED USES OF UNIT(S); HAZARDOUS MATERIALS AND COMPLIANCE WITH LAW.**
  - a. **PROHIBITED USES.** Tenant shall not store any food or perishable goods, flammable materials, explosives, firearms, illegal goods, or other inherently dangerous material, nor perform any work in the Unit(s), including utilizing the Unit for office space or conducting business operations. **HUMAN OR ANIMAL HABITATION IS PROHIBITED.** Tenant shall not store invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the goods stored in the Unit(s). Furthermore, Tenant acknowledges and agrees that the following items shall be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letter of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; credit/debit cards, stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the Tenant or for which Tenant is not legally responsible; computer software or programs, media or computer data contained on hard disks or drives or in any other medium. Tenant shall not store anything within 18 inches of the sprinkler head inside the Unit (if applicable).
  - b. **HAZARDOUS MATERIALS AND COMPLIANCE WITH LAW.** Tenant shall not store any personal property in the Unit(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of the Agreement, "**Hazardous Materials**" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation.
8. **RIGHT TO ENTER, ACCESS.**
  - a. **RIGHT TO ENTER, INSPECT AND REPAIR UNIT(S).** In all cases, Tenant shall grant Company, Company's agents or the representatives of any governmental authority, including police and fire officials, access to the Unit(s) as required by applicable laws and regulations or in connection with Company exercising its right as set forth in Section 20 of these Terms (DEFAULT; REMEDIES). In the event Tenant does not grant access to the Unit(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under the Lease, Company, Company's agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Unit(s) for the purpose of examining the Unit(s) or the contents thereof or for the purpose of making repairs or alterations to the Unit(s) and taking such other action as may be necessary or appropriate to preserve the Unit(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Company's rights. In the event of any damage or injury to the Unit(s) or the Company's facility arising from the negligent or deliberate act or omissions of the Tenant or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Company to repair or restore the Unit(s) or the facility including any expense incurred in

connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Company. Notwithstanding anything herein, Company retains the right to enter into the Unit at all reasonable times for inspection and/or to make such repairs and alterations as the Lessor or its agents deem necessary. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT OF AN EMERGENCY, COMPANY SHALL HAVE THE RIGHT TO IMMEDIATELY ENTER INTO THE UNIT.

- b. **ACCESS TO FACILITY.** In Company's sole discretion, Tenant's access to the facility, including the Unit(s) may be conditioned in any manner deemed reasonably necessary by Company to maintain order and protect the security of the facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's photo identity documents, requiring inspection of Unit(s), and requiring Tenant to sign in and out upon entering and leaving the facility. Tenant may access the storage Unit during posted access hours only. EZ Storage reserves the right to change access hours with prior notice. EZ Storage may temporarily restrict access in emergencies or for maintenance and safety. Access may be denied if Tenant's account is more than 10 days past due.
9. **TERM.** These Terms are effective and begins on the date of electronic execution and continues on a **month-to-month** basis unless terminated by giving written notice by the 20<sup>th</sup> day of the month before the next billing cycle ("**Term**"). No refunds or prorated rent will be provided for early termination or unused days in a paid period. If Tenant continues to maintain possession of the Unit, the EZ Storage Agreements and these Terms will continue in full force and effect, and the Tenant shall be obligated to pay the current monthly rate in effect at such time. Tenant's Rent rates may change with 30 days' notice or at the termination of a promotional period (if applicable). At the end of any promotional period in effect, Tenant's monthly Rent amount will automatically adjust to the standard rate then in effect. All promotions, discounts and offers are subject to change in Company's sole discretion.
10. **TERMINATION.**
  - a. **TERMINATION BY TENANT.** Tenant may terminate these Terms and the EZ Storage Agreements with respect to any or all of the Unit(s) by giving written notice by the 20<sup>th</sup> day of the month before the next billing cycle to Company. Termination shall be effective upon Tenant removing all Tenant's property from the applicable Unit(s) including lock(s). **Failure to remove locks will result in Tenant being charged the next month's rental rate and late fees (if applicable).** In the event of termination by Tenant, Tenant shall be responsible for all rental and other applicable charges incurred through the end of the rental period.
  - b. **TERMINATION BY COMPANY.** Company may terminate the EZ Storage Agreements and these Terms at any time and for any reason upon providing at least 30 days' written notice to Tenant. Company may terminate this Agreement immediately upon written notice to Tenant upon the occurrence of an Event of Default, as defined in Section 20 (DEFAULT; REMEDIES), including the failure to pay Rent.
11. **DISPOSITION OF UNIT(S) AND TENANT PROPERTY UPON TERMINATION.** Upon termination of these Terms and EZ Storage Agreements for any reason, Tenant shall remove all Tenant's personal property from the Unit(s), unless such property is subject to the Company's lien right pursuant to Section 16 of these Terms (NOTICE OF LIEN), and shall immediately deliver possession of the Unit(s) to Company in the same condition, broom clean, emptied, as delivered to Tenant on the commencement date of the Terms and Lease, reasonable wear and tear excepted. Upon move out of such Unit or termination of these Terms for any reason, Tenant must (i) be current with Rent or immediately pay all amounts due, (ii) clean Unit of all items, trash, etc., (iii) and vacate the Unit by the last day of the month for which Tenant's Rent is paid. **Tenant agrees that any personal property left in the Unit(s) shall, unless subject to Company's lien right pursuant to Section 16 herein, be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Company to remove such property from the Unit(s) and dispose of it at Tenant's expense in any manner in Company's sole discretion and without liability to Tenant.** Nothing herein shall be construed as imposing a duty upon Company to store or safeguard the Tenant's personal property, and Company hereby expressly disclaims any such duty.

12. **CHANGE IN TERMS OR CONDITIONS.** We may change your monthly Rent, fees and charges, and any other terms of the EZ Storage Agreements or these Terms with 30 days' notice to you, which notice may be given by e-mail. You agree to all such changes as changed and that all of its other terms remain in effect.
13. **LIABILITY & INSURANCE.** The facility may include cameras and gated access, but EZ Storage does not guarantee security and is not liable for loss, theft, or damage to stored property. All property is stored by Tenant at Tenant's sole risk. Insurance is solely the Tenant's responsibility. **COMPANY DOES NOT PROVIDE ANY INSURANCE FOR TENANT'S PROPERTY LOCATED WITHIN COMPANY'S FACILITY, AND TENANT STORES ITS PROPERTY WITHIN COMPANY'S FACILITY AT ITS OWN RISK. COMPANY ASSUMES NO LIABILITY FOR THE GOODS THAT TENANT STORES IN THE UNIT.**
14. **LIMITATION OF LIABILITY.**
- A. **IN NO EVENT SHALL COMPANY BE LIABLE TO TENANT IN RELATION TO THESE TERMS AND EZ STORAGE AGREEMENTS REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE UNIT, THE SERVICES, OR THE FACILITY, REGARDLESS OF WHETHER THE COMPANY OR ANY AFFILIATE HAS BEEN MADE AWARE OF THE POSSIBILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL EZ STORAGE'S TOTAL LIABILITY UNDER THESE TERMS AND EZ STORAGE AGREEMENTS EXCEED 3 MONTHS OF TENANT'S RENTAL RATE IN THE PRECEDING 3 MONTHS THAT GAVE RISE TO THE CLAIM.**
  - b. Company and Company's agents will have no liability for claims or losses resulting from Tenant's failure to comply with these Terms and the EZ Storage Agreements, including but not limited to Tenant's storage of materials or use of Unit(s) in violation of the foregoing.
  - c. Except in the case of Company's gross negligence or willful misconduct, Company and Company's agents will have no liability for any damage to, or loss of any property while located at the facility, or in the Unit(s), from any cause whatsoever, including, but not limited to any loss or damage which results from: (i) loss or damage caused by Tenant, including improper packing, loading or unloading of Unit(s); (ii) mechanical, electrical or other damage to computers, musical instruments, electronic components, or appliances; (iii) insects, moths, rodents, vermin, ordinary wear and tear, or gradual deterioration; (iv) defect or inherent vice of the property, such as susceptibility to atmospheric changes; (v) loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking place in any such occurrence or disorder; (vi) Company's acting with the care that a reasonably careful person would exercise under similar circumstances; (vii) governmental action; (viii) earthquakes, floods or other acts of God; (ix) burglary, fire, water damage, or mysterious disappearance; or (x) the active or passive acts or omissions or negligence of Company or Company's agents.
  - d. Except in the case of Company's gross negligence or willful misconduct, Company and Company's agents shall not be liable to Tenant for injury or death suffered by any person including Tenant's guests or invitees, occurring in or about the facility or Unit(s), or arising out of Tenant's use of the facility or Unit(s), from any cause whatsoever, even if such injury or death is caused by the acts or omissions or negligence of Company, or Company's agents or employees.
  - e. Any Company liability resulting from instances of negligence of Company, or Company's agents or employees, including negligent disposal of Tenant's stored property under a good faith, but mistaken claim of lien or belief of abandonment by Tenant, shall be limited to the lesser of the amount of the actual damage incurred or up to 3 months' worth of Tenant's current Rent rate.
15. **DISCLAIMER. THE SERVICES AND ALL UNITS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. EZ STORAGE DISCLAIMS ALL REPRESENTATIONS, GUARANTEES AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND UNITS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) THE SAFETY OR SECURITY OF THE UNIT(S) AND THE FACILITY. WE ARE NOT RESPONSIBLE FOR**

**ANY DAMAGE THAT MAY RESULT FROM THE SERVICES OR UNITS. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AND UNITS AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 15 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. EZ STORAGE DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT EZ STORAGE IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.**

16. **NOTICE OF LIEN.** Company operates in accordance with applicable state law as described below.

**For Units in Michigan:** Company complies with the Michigan Self-Service Storage Facility Act, commencing with Section 570.521 (the "**Michigan Self-Service Storage Facility Act**"). **AS AUTHORIZED BY THE MICHIGAN SELF-SERVICE STORAGE FACILITY ACT, THE CONTENTS OF EACH UNIT STORED PURSUANT TO THIS AGREEMENT WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF COMPANY FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD BY COMPANY TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FORTY-FIVE (45) CONSECUTIVE DAYS.** After Forty-Five (45) days of unpaid Rent a preliminary lien notice will be forwarded to the Tenant's address and Company shall, in accordance with the procedures set forth in the Michigan Self Storage Facility Act, be entitled to sell or otherwise dispose of the contents of each Unit(s) to satisfy the outstanding Rent or other charges due to Company from Tenant.

**For Units in Pennsylvania.** The Company complies with Pennsylvania Act 109 (the "**Pennsylvania Self-Service Storage Facility Act**"), **AND UNDER THIS LAW THE COMPANY HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN ANY UNIT RENTED PURSUANT TO THIS AGREEMENT.** This lien is superior to all other liens except those that existed on the personal property prior to placement in the Unit(s). If you fail to pay Rent for Thirty (30) days, we will provide a notice of default as required under Pennsylvania law and begin proceedings to sell the contents of the Unit.

**For Units in Missouri.** The Company complies with the Missouri Self-Service Storage Facilities Act, commencing with section 415.400 of Title XXVI of Revised Statutes of Missouri. **UNDER THIS LAW, THE COMPANY HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN ANY UNIT RENTED PURSUANT TO THIS AGREEMENT.** This lien is superior to all other liens except those that existed on the personal property prior to placement in the Unit. If you fail to pay Rent for Forty-Five (45) days, we will provide a notice of default as required under Missouri law and begin proceedings to sell the contents of the Unit(s). Any proceeds of the sale of personal property that remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by you one year after the sale of the property.

17. **MILITARY SERVICE.** If Tenant is in the military service, Tenant must provide notice of such to Company as evidenced by the indication in the Lease. Company will rely on this information to determine applicability of the Servicemembers Civil Relief Act.
18. **LAWS, RULES AND REGULATIONS.** Tenant shall comply with all applicable laws related to storing its property in the Unit at Company's facility. Tenant shall comply at all times with such rules and regulations as may be promulgated by the Company from time to time with respect to the safety, care and cleanliness of the facility.

19. **NOTICES, CHANGE OF ADDRESS.**

- a. **NOTICES.** Except as otherwise expressly provided herein, any written notices or demands required or permitted to be given under these Terms may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in the Lease. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete 3 days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in the Lease.

- b. **CHANGE OF ADDRESS OR EMAIL ADDRESS.** In the event Tenant shall change Tenant's physical and/or mailing address or email address from those provided in the Lease, Tenant shall give Company immediate written notice of any such change, specifying Tenant's current physical and/or mailing addresses, as well as email address and contact phone numbers. Failure to provide forwarding information in writing releases Company from liability for any damages that might occur in the event that the Unit(s) must be removed or in exercising Company's remedies upon an Event of Default. Company assumes no responsibility and will make no attempts to locate Tenant if such forwarding information is unavailable.

## 20. DEFAULT; REMEDIES.

- a. **DEFAULTS.** The following events shall be deemed to be events of default ("Events of Default") by Tenant under the Agreement:
- i. Tenant shall fail to pay any installment of Rent due under the Lease.
  - ii. Tenant shall fail to comply with any term, provision or covenant of these Terms and/or the EZ Storage Agreements, other than the payment of Rent, and shall not cure such failure within 10 days after written notice thereof to Tenant; or
  - iii. Tenant shall abandon the Unit(s).
- b. **REMEDIES.** If an Event of Default shall occur, Company shall have the right at its election, then or at any time thereafter while such Event of Default continues, to pursue the following remedy or any other remedies provided for under applicable laws under these Terms and the EZ Storage Agreements. **ALL EXPENSES INCURRED BY COMPANY THAT ARE CONNECTED WITH THE COLLECTION OF ANY OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES).** Company may immediately terminate these Terms and the EZ Storage Agreements by giving notice to Tenant, in which event Tenant shall immediately surrender the Unit(s) to Company and if Tenant fails to do so, Company may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, deny Tenant's access to the Unit (s) and take possession of the Unit(s) and Tenant's property stored in the Unit(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore. Tenant hereby agrees to pay to Company on demand the amount of all loss and damage which Company may suffer by reason of such termination, whether through inability to rent the Unit(s) on satisfactory terms or otherwise. Company's remedies, including that set forth in Section 16 herein, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Company. Tenant's failure to pay Rent or comply with these Terms and the EZ Storage Agreements may result in lockout and eventual sale or disposal of stored items in accordance with applicable lien laws. Tenant will be notified in accordance with applicable state law prior to any lien sale proceedings.

21. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Company to release any information regarding Tenant and Tenant's rental of the Unit(s) as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

22. **INDEMNIFICATION.** Tenant will indemnify, hold harmless, and defend Company, its affiliates, and their respective shareholders, directors, managers, members, officers, agents, consultants, and employees (collectively, "**EZ Storage Entities**"), from all claims, demands, actions, losses, expenses, including attorneys' fees, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with: (i) Tenant's use of the facility, (ii) Tenant's use of the Unit(s), including any goods within Renter's Unit, (iii) any injury or property damage, other than claims based upon the gross negligence or willful misconduct of EZ Storage Entities. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Tenant's storage Unit(s). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## 23. GENERAL



- a. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** The Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. Whenever possible, each provision of these Terms and EZ Storage Agreements shall be interpreted in such manner as to be effective and valid under Texas law, but, if any provision of the foregoing shall be invalid or prohibited under Texas law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms and the EZ Storage Agreements. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Company. Tenant further agrees that Company will be notified of all claims no later than the earlier of 60 calendar days from the initial discovery of the claims or default or 60 calendar days following the expiration or termination of these Terms and the EZ Storage Agreements and failure to do so will result in the forfeiture of said claim. You and EZ Storage submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Tarrant County, Texas for resolution of any lawsuit or court proceeding permitted under these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND EZ STORAGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.**
- b. **ARBITRATION.** Except as described in Section 23(b)(i) (Exceptions) and 23(b)(ii) (Opt-Out), you and EZ Storage agree that every dispute arising in connection with these Terms and the EZ Storage Agreements, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms and/or EZ Storage Agreements. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.
- i. **Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
  - ii. **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 23b (Arbitration) within 30 days after the date that you agree to these Terms by sending a letter to EZ Storage, Attention: EZ Storage Corporate, PO Box 101835, Fort Worth, TX 76185, that specifies: your full legal name, the mailing address and email address associated with your account for the Unit, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once EZ Storage receives your Opt-Out Notice, this Section 23(b) (Arbitration) will be void and any action arising out of these Terms will be resolved as set forth in Section 23(a) (Governing Law/Jurisdiction/Waiver by Jury Trial). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
  - iii. **Arbitrator.** This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at +1-800-778-7879.
  - iv. **Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). EZ Storage's address for Notice is: EZ Storage, Attention: EZ Storage Corporate P.O. Box 101835, Fort Worth, TX 76185. The Notice of Arbitration must: (a) identify the name of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or EZ Storage may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, EZ Storage will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 or if the Company has received 25 or more similar

demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.

- v. **Arbitration Proceedings.** Any arbitration hearing will take place in Tarrant County, Texas, unless we agree otherwise or, if the claim is for \$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the Tarrant County, Texas. During the arbitration, the amount of any settlement offer made by you or EZ Storage must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - vi. **Arbitration Relief.** Except as provided in Section 23(c) (No Class Actions) and except as otherwise set forth in Section 14 (Limitation of Liability), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by EZ Storage before an arbitrator was selected, EZ Storage will pay to you the higher of: (a) the amount awarded by the arbitrator; and (b) \$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law; or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.
- c. **NO CLASS ACTIONS. YOU AND EZ STORAGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND EZ STORAGE ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY CLAIMS ARISING OUT OF THESE TERMS.** Further, unless both you and EZ Storage agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- d. **Modifications to this Arbitration Provision.** If EZ Storage makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to EZ Storage address for Notice of Arbitration, in which case your account with EZ Storage will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- e. **ENFORCEABILITY.** If Section 23(c) (No Class Actions) or the entirety of Section 23(b) (Arbitration) is found to be unenforceable, or if EZ Storage receives an Opt-Out Notice from you, then the entirety of Section 23(b) (Arbitration) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 23(a) (Governing Law/Jurisdiction/Waiver by Jury Trial) will govern any action arising out of or related to these Terms.
- NON-WAIVER.** Failure by Company at any time to require performance by Tenant or to claim a breach of any provision of these Terms or the EZ Storage Agreements will not be construed as a waiver of any subsequent breach or affect the effectiveness of the foregoing, nor prejudice Company with regard to any subsequent action.
- f. **SEVERABILITY.** If any provision of these Terms is to any extent held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, you and EZ Storage agree that the arbitrator or court shall modify the term to make it enforceable while still achieving its original intent. If the foregoing is not possible, the arbitrator or court shall remove the unenforceable term from these Terms, and the remainder of the terms herein will not be affected thereby, and each term will be valid and enforceable to the fullest extent permitted by law.

- g. **FORCE MAJEURE.** Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under the Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.
- h. **ASSIGNMENT.** Tenant shall not assign or sublease any rights to use the Unit(s), nor store property owned by others without the written consent of Company, which consent may be withheld in Company's sole and unlimited discretion.
- i. **SUCCESSION.** All of the provisions of these Terms shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- j. **CLICKWRAP.** By checking the box "I Agree," Tenant confirms its acceptance of these [Terms](#).
- k. **ENTIRE AGREEMENT.** These Terms and the EZ Storage Agreements sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth therein, and no representative of Company or Company's agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.