

CLAMDIGGER SELF STORAGE

368 South Deer Isle Rd. Deer Isle, ME 04627

207-200-8849 | diggerstorage@gmail.com

STORAGE SPACE RENTAL AGREEMENT

◆ THIS AGREEMENT MAY BE DELIVERED AND ACCEPTED ELECTRONICALLY ◆

AGREEMENT DATE: 03/05/2026

OCCUPANT INFORMATION:

Name: John Doe **Address:** 1000 Fantasy Land Dr. Fantasy Town ME 000000 **Phone:** 000-000-0000 **Cell Phone:** 000-000-0000 ***Email:** unknown@unknown.org

**Email:* By providing an e-mail address above, Occupant consents to receiving correspondences and written notices from Operator to the e-mail address provided, unless another method of delivery is required by state law. Please note that Occupant must provide written notice to Operator of any change in the Information provided above in accordance with the terms of this Agreement.

SPACE, RENT, & CHARGES:

Space Number: 1000

Approximate Size: 5x10

****Security Deposit (refundable):** \$50

Monthly Rent: \$0.00

Prorated Rent: \$0.00

Total Due: \$50

***Security Deposit:* The above mentioned security deposit is a deposit against damage to the unit which may also be applied to any delinquent rent. It is not prepaid rent. The security deposit will only be refunded at the termination of this lease provided that all of the following requirements are met: there is no damage to the premises, a verbal or written 24 hr. notice was given, no rent deficiency exists, and the unit was left in a fully cleaned out and rentable condition.

RENT IS DUE ON THE 15 DAY OF EVERY MONTH ("Due Date")

FEES:

Late Fees:(after 3 days past due) \$10.00 or 20% of Monthly Rent, whichever is greater. **NSF (Non-sufficient funds) Fee:** \$35.00 **Lien Sale Fee:** \$50.00 (charged on date of auction)

ALTERNATE CONTACT:

Please provide the name and address of another person in addition to yourself to whom any notices may be sent.

Name: Jane Doe **Address:** 1001 Fantasy Land Dr. Fantasy Town ME 000000 **Phone:** 000-000-0000 **E-Mail:** unknown@unknown.org

MILITARY:

Are you or your Spouse currently active-duty Military?

(Yes/No): no **Military I.D. (Required):** 000000 **If Yes, which Branch?** Air Force **Commanding Officer?** Barney Fife
Phone#: 207-000-0000 **E-Mail:** unknown@unknown.org

DESCRIPTION OF STORED CONTENTS:

Household goods

Vehicles (VIN Required), [vin] Other Vehicles/Trailers (Registration number required), and/or other as named:

PURSUANT TO the Maine Self-Service Storage Act, THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE AS PROVIDED IN THE ACT. ALL PROPERTY STORED IN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. A SALE SHALL BE HELD AT THE SELF-SERVICE STORAGE FACILITY WHERE THE PERSONAL PROPERTY IS STORED OR AT THE NEAREST SUITABLE LOCATION. THE LIEN ATTACHES AS OF THE DATE THE OCCUPANT LEASES THE SPACE.

NOTICE: If, within 30 days of the delivery of A rental agreement from the operator to the occupant by hand delivery, first-class mail or e-mail, the occupant fails to sign the rental agreement, the occupant's payment of rent or continued use of the leased space is deemed an acceptance of the rental agreement, which is enforceable against the occupant as if the rental agreement had been signed by the occupant.

LIENHOLDER INFORMATION: Occupant represents that he/she owns or has legal possession of the personal property in his/her space(s) and that all the personal property in his/her space is free and clear of all liens and secured interests EXCEPT for the following items:

First Lienholder Name: Elvis One **First Lienholder Address/Phone:** 1001 Fantasy Land Dr. Fantasy Town ME 000000

Second Lienholder Name: Elvis Two **Second Lienholder Address/Phone:** 1001 Fantasy Land Dr. Fantasy Town ME 000000

This Rental Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the date above (the "Rental Agreement Date"), by and between Clamdigger Self Storage, the Operator, (hereinafter referred to as the "Operator") as Operator and the Occupant identified above, (hereinafter referred to as the "Occupant") as Occupant whose last known address is set for the above for the consideration provided for in this Agreement the Occupant agrees to rent from the Operator, and the Operator agrees to let the Occupant use and occupy the storage space listed above (hereinafter referred to as the "Space") in the self-service storage facility known as Clamdigger Self Storage, located at the address above (hereinafter referred to as the "Facility"). "Space" as used in this Agreement means that part of the Facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and condition, beginning on the Rental Agreement Date listed above and continuing month to month until terminated.

1. Term. The term of this Agreement shall commence on the date the Agreement is executed and shall continue on a month-to-month basis thereafter. The minimum term is one month. There will be no refund of rent even if Occupant does not put property in the Space. Operator is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.

2. Rent. The Occupant agrees to pay the Operator for the use of the Space and improvements thereon, the Monthly

Rent listed above. Monthly installments are payable in advance at the Operator's office on or before the 15th of each month ("Due Date") and a like amount each month hereafter, until the termination of this Agreement. The Operator acknowledges receipt of the sum set forth above showing payment through the Rent Paid To Date shown above. Operator reserves the right to require that the rent and other charges be paid by cash, certified check, debit card, credit card, or money order. Operator may change the rent or any other charge or fee by giving Occupant thirty (30) days' advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month that the rent is due. If Occupant has made advance payments, the new rental rate will be effective on the first day of the first month following the exhaustion of all of Occupant's advance payments. If any monthly installment is not timely paid or if any payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. If the Occupant defaults, the Operator shall have the option to immediately terminate this Agreement in which case the Occupant's right to occupy the Space will immediately cease, and all rent will become immediately due and payable. In addition, the Operator may, without notice, deny the Occupant access to the Space and property stored in the Facility. The Occupant agrees and understands that partial payment made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property. **Occupant cannot rely on payments made online, by kiosk or by any other method within 24 hours of the scheduled sale of Occupant's property. Occupant must verify with Operator prior to scheduled sale that full payment has been received.** OCCUPANT AGREES AND UNDERSTANDS THAT ANY PAYMENTS MADE WILL BE APPLIED FIRST TO THE OLDEST UNPAID MONTHLY RENT AND/OR FEES (AS HEREINAFTER DEFINED) DUE AND PAYABLE.

3. Denial of Access. Upon the failure of the Occupant to pay the rent for the Space when it becomes due, the Operator may, without notice, deny the Occupant access to the personal property located in the Space. Occupant's access to the Facility may also be conditioned in any manner deemed reasonably necessary by the Operator to maintain order at the Facility. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity, inspecting vehicles that enter the Facility, and controlling Occupant's access to and on the Facility due to Occupant's conduct. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Operator to deny access to Occupant to all rented Spaces. Neither Operator nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from, the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. No bailment or higher level of liability is created if Operator takes any action, including, but not limited to, over-locking the Occupant's lock, to deny the Occupant access to the Space. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Operator with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. If Operator terminates this Agreement as provided for herein, Operator has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Operator's agents or employees while at the Facility.

4. Security Deposit. Occupant may be required to pay Operator the sum of \$50.00 as a security deposit which shall secure Occupant's performance of all terms of this Agreement. Occupant agrees that Operator need not segregate the Security Deposit from other funds and that no interest will be due Occupant for the period during which the Security Deposit is held. The Security Deposit shall be returned to Occupant within thirty (30) days of termination, if Occupant gives proper notice as described herein, less all charges for cleaning, repairing, or otherwise preparing the Space for rental to others. Operator may also deduct from the Security Deposit any unpaid Rent, damages, charges, costs, or expenses due to Operator.

5. Fees. A statement for the monthly rent will not be sent to the Occupant. **If all rent is not paid within three (3) days of rent being due, then a Late Fee of \$10.00 or 20% of the amount of each rental payment, whichever is greater, will be due.** All said late charges shall be immediately due and payable without demand from the Operator. **Operator may charge a Late Fee for each month Occupant fails to pay the Monthly Rent by the 3rd day after the Due Date.** If any payment is dishonored for any reason, all rent or late fees shall be immediately due and payable in addition to a dishonored payment charge identified above as an **NSF fee in the amount of \$35.00**. Occupant will also be denied access to its Space until full payment is received. If the Occupant's property is processed for public or private sale, the Occupant shall be responsible for a **Sale Fee in the amount of \$50.00** as well as all costs of sale borne by Operator.

6. Use of Space; Compliance with Law. The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or

elsewhere at the Facility which would cause danger or nuisance to the Space or any other portion of the Facility. The Occupant agrees that the Space and the Facility will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Facility, and will keep the Space and the Facility in good condition during the term of this Agreement. **The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles, photographs and personal information or other irreplaceable items having special sentimental or emotional value to the Occupant. The Occupant hereby waives any claim for sentimental value for the Occupant's emotional attachment to any property that is stored in the Space or on the Facility.** There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets or other animals of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. Occupant shall not loiter at the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other occupants. Any access to the Facility outside of access hours is considered trespassing. **The storage of food or any perishable goods as well as any cooking or heating in the Space is strictly prohibited.** In the event that perishable goods, hazardous substances, or toxic materials are found in the Space, Operator has the right to dispose of such items without any notice to Occupant. If hazardous substances are stored, used, generated, or disposed of in the Space or at the Facility, or if the Space or the Facility shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Operator harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorneys' fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Operator harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Facility. Occupant shall not use or allow the Space or Facility to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means: Any substance defined as a "hazardous substance" under CERCLA; Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Occupant shall not store lithium batteries, or any devices which charge lithium batteries, in the Space. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. Violation of any use provision in this paragraph shall be grounds for immediate termination of this Agreement. If Operator discovers any controlled substances or other contraband in the Space, Operator will turn such substances over to the proper governmental authorities.

7. Condition and Alteration of Space. Occupant assumes responsibility for having examined the Space and the Facility and hereby accepts them as being in good order and condition. In the event of any damage or injury to the Space or Facility arising from the act or omissions of Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by Operator to repair or restore the Space or 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 regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by Occupant as additional charges and shall be due upon demand by Operator.

8. Limitation of Value. **Because the value of personal property may be difficult or impossible to ascertain, the Occupant agrees that in no event shall the total aggregate value of all property stored be deemed to exceed \$5,000 unless the Operator has given permission in writing for the Occupant to store property exceeding such value. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000 and may be worth substantially less than \$5,000. The Occupant agrees that the maximum value for the property stored in the Space and the maximum liability of the Operator to the Occupant for any claim or suit by the Occupant, including, but not limited to, any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit, is \$5,000. Nothing in this section shall be deemed to create any liability on the part of the Operator to the Occupant for any loss or damages to the Occupant's property regardless of cause. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth herein.**

9. Termination. This Agreement shall continue from month to month unless the Occupant or Operator delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Operator may terminate this Agreement even if Occupant's account is current/paid in full. Operator may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Operator-prohibited behavior that threatens the safety of other occupants and/or the preservation of the Facility. Operator may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for any unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. Operator does not prorate partial month's rent. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Operators' lien rights as referenced herein), and shall deliver possession of the Space to the Operator on the day of termination. If the Occupant fails to fully remove its property from the Space within fifteen (15) days after the termination or nonrenewal of this Agreement subsequent to written notice of termination or nonrenewal of this Agreement, the property in the Space will be deemed abandoned and the Operator has the right to immediately take possession of the Space and dispose of any personal property in the Space by any means at the Operator's discretion. All items, including boxes and trash left in the Space or at the Facility after vacating will be deemed to be of no value to the Occupant and will be discarded by the Operator at the expense of the Occupant. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property. Occupant must leave Space empty, in good condition, broom clean, and unlocked. Rent and fees will continue to accrue if Occupant fails to remove personal lock. Occupant is responsible for any damage to the Space. There is no grace period; one day constitutes another month. PRE-PAID RENT IS NON-REFUNDABLE.

10. Abandonment. This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if 1) the Operator finds the Space unlocked and empty; 2) the Operator finds the Space unlocked and containing personal property with a value less than \$750; 3) if possession of and all rights to which and any personal property within which have been surrendered to the Operator by the Occupant; or 4) the Space contains personal property more than fifteen (15) days after the termination or nonrenewal of this Agreement subsequent to written notice of termination or nonrenewal of this Agreement. In the case of an abandoned Space, the Operator has the right to immediately take possession of the Space and dispose of any personal property in the Space by any means at the Operator's discretion.

11. No Bailment; Release of Liability for Property Damage. The Operator is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. The Operator exercises neither care, custody, nor control over the Occupant's stored property. All property stored within the Space or at the Facility shall be stored at the Occupant's sole risk and the Occupant must take whatever steps he/she deems necessary to safeguard such property. The Occupant must keep the Space locked and must provide his own lock and key. The Occupant assumes full responsibility for all persons who have keys and access to the Space. The Operator and the Operator's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or at the Facility arising from any cause whatsoever, including, but not limited to, theft, mysterious disappearance, vandalism, fire, smoke, water, mold, mildew, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the Operator, the Operator's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of this Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Operator would not have entered into this Agreement.

12. Insurance. THE OPERATOR DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and all stored property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Operator. Occupant will take responsibility for securing insurance or accepting any loss. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant hereby releases Operator and Operator's agents and employees from any and all claims for damage or loss to stored 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 and employees in connection with any damage which is or would be covered by any such insurance policy. Occupant shall make no claim whatsoever against the Operator's insurance in the event of any loss. The Occupant agrees not to subrogate against the Operator in the event of loss or damage of any kind or from any cause.

13. Operator's Right to Enter. Occupant grants Operator or Operator's agents access to the Space upon 48 hours' advance written notice to Occupant. In the event of an emergency or nuisance, Operator shall have the right to enter the Space without notice to Occupant, and take such action as may be necessary or appropriate to preserve the Space, to comply with applicable law, to enforce Operator's rights, or for inspections or searches by governmental authorities.

14. Operator's Lien Rights. PURSUANT TO TITLE 10 M.R.S.A. §1374, THE OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, labor or other charges and for expenses reasonably incurred in its sale, as provided in the Maine Self-Service Storage. Property stored in the leased space may be sold to satisfy the lien if the occupant is in default. A sale shall be held at the self-service storage Facility where the personal property is stored or at the nearest suitable location. If the personal property in the Space has a value less than \$750, the personal property and the Space may be considered an abandoned leased space and the personal property may be disposed of WITHOUT A SALE pursuant to the Maine Self-Service Storage Act. OPERATOR SHALL NOT BE LIABLE TO OCCUPANT OR ANY THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OPERATOR BY THE OCCUPANT THAT THE PROPERTY PLACED IN THE SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OPERATOR, IN WRITING, OF THE NATURE AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. IF THE PERSONAL PROPERTY IN THE LEASED SPACE IS A MOTOR VEHICLE, THE OPERATOR MAY HAVE THE MOTOR VEHICLE TOWED WITH NO LIABILITY TO ANY PARTY. Operator reserves the right to utilize on-line auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Operator's lien.

15. Security Agreement. This Agreement shall constitute a security agreement covering the contents of the Space and a security interest shall attach thereto for the benefit of, and is hereby granted to, the Operator by the Occupant to secure the payment and performance in case of any default by the Occupant hereunder. All rights of the Operator hereunder or at law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. The Occupant hereby waives and renounces its right to the benefit of any exemptions it may otherwise have under Maine law.

16. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Operator may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Operator may dispose of said property in any manner considered appropriate by the Operator.

17. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

18. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Operator of any provision hereof shall be deemed a waiver of any of the provisions hereof or of any subsequent default or breach by the Occupant.

19. Attorneys' Fees. In the event the Operator retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Operator the reasonable costs, expenses, and attorney's fees incurred in any such action.

20. Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

21. Governing Law. This Agreement and any actions between the parties shall be governed by Maine law.

22. Waiver of Jury Trial. The Operator and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Operator against the Occupant or the Occupant against the Operator arising out of or in any way connected with this Agreement, the Occupant's use or occupancy of the Space and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

23. Limited Warranty. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect. No oral

agreements shall be of any effect whatsoever. No expressed or implied warranties, guarantees, or representations are given by Operator, Operator's agents or employees as to the suitability of the Space for Occupant's intended use or the nature, condition, safety, or security of the Facility, the Space, and/or the property in the Space. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Operator are not authorized or permitted to make any warranties about the Space, the Facility, or any facilities referred to in this Agreement. The Operator's agents and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. Occupant acknowledges that neither Operator nor Operator's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Operator nor Operator's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Operator maintains is for Operator's sole use and convenience and may be discontinued by Operator at any time without liability or notice to Occupant or any other party. There shall be no liability to the Operator, the Operator's employees or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction.

Any video recording devices are not monitored. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the Space, premises, and Facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and Facility, and that Occupant accepts such Space, premises, and Facility AS IS and WITH ALL FAULTS.

24. Rules. The Occupant agrees to be bound by any Rules and Regulations for the Facility as may be posted by the Operator from time to time. All Rules and Regulations shall be deemed to be part of this Agreement. Failure to abide by these Rules and Regulations will constitute a breach of this Agreement in the same manner as if contained herein as covenants.

25. Notices from Operator. All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant provides its e-mail address, Occupant consents to the delivery of all correspondences and notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail. Occupant consents to Operator sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Operator and its electronic communications systems.**

26. Notices from Occupant. Occupant represents and warrants that the information Occupant has supplied in the Agreement is true, accurate, and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give prompt written notice to Operator of any change in Occupant's last known address, any change in the liens and secured interest on Occupant's property in the Space and any time a motor vehicle is stored in the Space. Occupant understands he must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the address shown in this Agreement or by e-mail only if e-mail is acknowledged by Operator. Occupant's failure to notify Operator of any change in mailing address, e-mail address, or phone number shall constitute a waiver by Occupant of any defenses based on failure to receive any notice.

27. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges, are subject to change at the option of the Operator upon thirty (30) days' prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the Operator five (5) days' prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Occupant has agreed to the change in writing, as the Occupant's payment of rent or continued use of the Space is deemed an acceptance of the Rental Agreement.

28. Climate Controlled Spaces (As Applicable). Operator may offer either climate controlled, humidity controlled, heated only or cooled only systems (or a combination of the above) at its facilities. The climate-controlled spaces are heated or cooled depending on outside temperature. The climate-controlled spaces do not provide constant internal temperature or humidity control and Operator does not guarantee that temperature and humidity will not fluctuate. **Operator does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** Occupant releases Operator from liability for damage to

stored property from fluctuations in temperature or humidity from any cause including the negligence of Operator or Operator's agents or employees. Systems that are used to provide heating and cooling do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts and acts of God, the Space may not be heated or cooled at all. Occupant shall store their property within the Space solely at their own risk.

29. Mold/Mildew. Mold and mildew are naturally occurring substances and it is possible to appear or grow on Occupant's stored property. Operator does not represent that the Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property in any Space. Operator does not warrant the Space to be water-tight or dry. **Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property in the Space. Occupant hereby releases Operator from any liability for mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs** . Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Occupant's stored property from mold and/or mildew.

30. Snow Removal. It is the Occupant's responsibility to clear any snow or ice (as needed for access) immediately in front of the rented storage unit door and lock. This should only be performed by individuals physically capable of doing so, using appropriate weather related caution and common sense. Clearing of snow and treatment of sand on the general lot will be provided by Operator as soon as deemed applicable. A small accumulation of snow, (a dusting to a few inches) may not be removed if it is deemed to do more harm than good to the condition of the lot at that time. If the lot is inaccessible at any time due to weather or other event, it is recommended to wait and return another time or contact us for more information.

31. Release of Operator's Liability For Bodily Injury. Operator and Operator's agents and employees shall not be liable to Occupant or Occupant's agents for injury or death as a result of Occupant's use of the Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator and Operator's agents and employees.

32. Military Service. If Occupant or Occupant's spouse are in the military service, Occupant must provide written notice to the Operator. The Operator will rely on this information to determine the applicability of the Service Members Civil Relief Act. If Occupant is a Service Member, and Occupant is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant shall notify the Operator of the transfer or deployment. The Occupant shall provide written evidence of the transfer or deployment with the notice. Upon notice, Occupant is entitled to protections under governing law staying the enforcement of the Operator's lien .

33. Personal and Financial Information. Operator does not warrant or guarantee that any personal information (address, phone number, e-mail address, social security number) or financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Operator for damages arising from the use of said information by others.

34. Release of Information. Occupant hereby authorizes Operator to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

35. Occupant's Lock. Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the Space. Owner does not represent the adequacy of any particular lock. The Occupant must keep the Space locked at all times. DOUBLE LOCKING IS PROHIBITED. The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails to keep such a lock on the Space or Occupant's lock is broken or damaged, Operator shall have the right, but not the obligation, to place its lock on the Space with or without notice to Occupant; provided, however, that in such event, Operator shall have no liability to Occupant 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 locking the Space, including the cost of the lock.

Storage spaces at the Facility may be equipped with electronic locking devices that do not require the Occupant to provide a lock. No expressed or implied warranties, guarantees, or representations are given by Operator, Operator's agents or employees as to the use, function, security, reliability, merchantability or fitness of the any such electronic locking device. **Operator shall not be liable for loss or damage to property stored in the Space resulting from the use, failure, destruction, tampering, cutting, drilling, fault, defect, or malfunction of any electronic locking device. If the electronic locking device contains technology which allows the Operator to overlock and/or unlock the Occupant's lock, no bailment or higher level of liability is created by the Operator's ability, or use of ability, to overlock and/or unlock the lock on the Space and the Operator**

does not take care, custody, or control of the Occupant's property due to the Operator's ability, or use of ability, to overlock and/or unlock the Occupant's lock.

36. Storage of Vehicles. If the Occupant stores any automobile, truck, boat, ATV, or any other item that has a motor in it, the Occupant shall place a drip pan under any possible sources of leaks. Occupant shall also disconnect the negative terminal of the battery or remove the battery from the personal property item. All automobiles will be parked in gear or in "park". Chock blocks must secure the wheels of any automobile or trailer. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit.

Occupant shall not park any vehicle at the Facility (or permit any other party to park any vehicle at the Facility) except in areas designated by Operator and then only during such periods necessary for the performance of and while Occupant is exercising its rights, duties and obligations hereunder. Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Operator. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Operator. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Occupant's default for 60 or more days, and in addition to all other rights and remedies available to Operator, Operator is authorized to cause such property to be removed by a person regularly engaged in the business of towing, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the property is subject to removal at the Occupant's expense after termination of the Agreement or upon Occupant's default. Operator shall incur no liability to Occupant for causing the property to be removed pursuant to this paragraph.

37. Indemnity. Occupant agrees to indemnify, hold harmless, and defend Operator from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the Space, the Facility, and common areas. Occupant's indemnity obligation includes allegations that Operator or Operator's employees or agents acted in negligent manner.

38. Permission to Communicate. Occupant recognizes that Operator and Occupant are entering into a business relationship as Operator and Occupant. Occupant hereby provides its express written consent to Operator (and Operator's agents, employees, representatives, affiliates and those acting on its behalf) phoning, SMS messaging/texting, faxing, e-mailing, and using social media to communicate with Occupant with marketing, informational, account-related, and/or other business-related communications from and on behalf of Operator, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant consents to Operator sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Operator and its electronic communications systems. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of the Operator using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Operator. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Operator at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Operator. Calls and SMS/text messages from and on behalf of Operator to Occupant may provide alerts regarding offers and promotions from the Operator, the Occupant's account with Operator, Occupant's tenancy in the Space, Occupant's use of the Facility, information about the Space and/or the Facility, and/or the business relationship between Operator and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Operator and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Operator. Occupant also understands that Occupant or Operator may revoke this permission in writing at any time. Occupant agrees not to hold Operator liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Operator of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging by emailing diggerstorage@gmail.com or reply STOP to any SMS/text message received. By signing this agreement, the occupant certifies and warrants that the phone number(s) provided in this Agreement are that of the Occupant.

39. Cross-Collateralization of Storage Spaces. When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Operator may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not

paid when due.

40. Arbitration. In the event of any claim, dispute or lawsuit by Occupant against Operator (or Operator against Occupant) arising from Occupant's rental or use of the Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute or lawsuit. THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OPERATOR AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. Operator will not request to arbitrate any claim, dispute or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Operator may then choose to arbitrate. The Federal Arbitration Act (FAA) shall govern this arbitration agreement.

The Arbitration shall be conducted by National Arbitration and Mediation (NAM) under its Comprehensive Dispute Resolution Rules and Procedures for the Self-Storage Industry. The NAM arbitration rules and procedures may be found www.namadr.com. Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Operator with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Operator and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. IF OPERATOR CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN COURT OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER COLLECTIVE ACTION LAWSUIT OR ARBITRATION.

41. Exceptions to Arbitration. Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. Operator retains the right to conduct a lien sale under applicable state law. However, any other claims, such as claims for violations of self-storage lien laws, derivative claims (including, but not limited to, claims under state or federal consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

42. Access to Space and Facility Due to Emergencies/Weather. Operator reserves the right to deny access to the Space and/or the Facility to all occupants due to federal, state, or local emergencies or due to inclement weather. Operator shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or Facility due to federal, state, or local emergencies or inclement weather.

43. Conduct. Occupant and Occupant's guests and invitees shall behave, conduct themselves, and communicate with Operator, Operator's employees and agents, and other occupants in a professional, businesslike manner while at the Facility. Abusive or harassing language or conduct by Occupant or Occupant's guests or invitees is a breach of this Agreement. If any provision of this paragraph is violated, Operator shall have the right to immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) and to exercise any other remedies provided at law or in equity, including immediate removal of Occupant's property from the Space and the Facility. If Occupant or Occupant's guests or invitees are in violation of this paragraph, Operator has the right to control Occupant's access on the Facility, including, but not limited to, requiring Occupant to be escorted by Operator's agents or employees while at the Facility.

44. Operator's Employees. Should any of Operator's employees perform any services for Occupant at Occupant's request, such employee shall be deemed to be the agent of the Occupant, regardless of whether payment for such services is made or not, and Occupant agrees to indemnify and hold Operator harmless from all costs, expenses or liability in connection with or arising, directly or indirectly, from such services performed by employee of Operator. Notwithstanding that Operator shall not be liable for such occurrences; Occupant agrees to notify Operator immediately upon the occurrence of any injury, damage or loss suffered by the Occupant or other persons on or within the Facility.

45. Electronic Signature. Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect and enforceability as if it was made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e- signature or any resulting agreement between Occupant and Operator. Additionally, Occupant certifies that he/she is age 18 or above.

Notice to Occupant. Do not sign this Agreement before you read it and fully understand the covenants contained

herein. By signing this Agreement the Occupant hereby acknowledges that he/she has read, understands and accepts all the terms and conditions expressed in this Agreement.

OPERATOR:

By: Barry Spofford

OCCUPANT:

Print Name

Clear

Save Signature

Audit Log

01/18/2026 13:39:55, Contract created by **webmaster**
01/18/2026 13:57:56, Contract updated by **webmaster**
02/15/2026 13:43:50, **Contract signed online by client using 69.53.70.212**
02/15/2026 13:50:20, Signature removed by **webmaster**
02/17/2026 12:11:34, Contract updated by **webmaster**
02/17/2026 12:15:32, Contract updated by **webmaster**
02/17/2026 22:18:31, Contract updated by **webmaster**
02/17/2026 22:30:28, Contract updated by **webmaster**
02/17/2026 22:40:50, Contract updated by **webmaster**
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02/22/2026 17:54:48, Contract updated by **webmaster**