



A-AAA Key Mini Storage Little Rock
6117 W. 65th St.
Little Rock, Arkansas 72209
m15@trustedstoragepros.com
501-565-3194

STORAGE SPACE LEASE AGREEMENT

Space #

STORAGE as Operator leases to as Occupant, Storage Space # ("Space"), located at 6117 W. 65th St. Little Rock, Arkansas 72209, in County (the "Facility"). This Lease Agreement ("Agreement") starts on at the rent of \$ , paid by Occupant to Operator on the starting date, and thereafter will be renewed on a month-to-month basis until this Agreement is terminated. Occupant agrees to pay Operator advance monthly rent of \$ on or before the first day of each month during the renewal periods. A full month's rent is due the first (1st) day of each month.

ELECTRONIC MAIL: You have provided the electronic mail address (Email Address) herein to which you want us to send all notices, including statutory notices. Since you provided an electronic mail address, the Owner may send notices to the electronic mail address provided, or to subsequent written changes to that email address that you provide, subject to state law. By initialing here , Occupant acknowledges that the electronic mail address herein is complete and correct and that the Occupant consents to receiving notices via electronic mail (E-Mail).

MILITARY: Are you or your Spouse currently active duty Military?

Must provide Military I.D.

If Yes, which Branch? [ ] Commanding Officer? [ ] Phone #: [ ]

[ ] E-Mail: [ ]

DESCRIPTION OF CONTENTS: (circle all that apply) Household Goods, Furniture, Boxes, Trunks, Suitcases, Toys, Sporting Goods, Tools, Motor Vehicles (VIN Required), Other Vehicles/Trailers (Registration number required), and/or other as named:

DISCLOSURE OF LIENHOLDERS: Please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If more than one such lienholder or secured party exists, please list all lienholders and secured parties on a separate attachment to this Agreement and write "See Attachment" in the space below. If there are no such parties, please confirm by stating "No Liens".

[ ]

NOTICE OF LIEN: PURSUANT TO THE ARKANSAS SELF STORAGE LIEN LAW, OCCUPANT'S STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT, LABOR, AND OTHER CHARGES. OCCUPANT'S PROPERTY STORED IN THE SPACE MAY BE SOLD OR REMOVED TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

THIS AGREEMENT IS ALSO MADE ON THE FOLLOWING TERMS AND CONDITIONS:

RENT AND CHARGES: Monthly rent is listed above.

a. Rent must be received by Operator in advance without demand at Operator's mailing address on or before the day of each month.

b. Rent is delinquent and Occupant is in default if rent is not received by the of each month. An initial late charge of \$10.00 or 20% whichever is greater will be assessed on accounts delinquent



after the 5th day of each month, and an additional late charge of \$20.00 will be assessed on accounts delinquent after the 20th day of each month.

c. Late charges are agreed liquidated damages for Operator's time, effort, inconvenience and overhead in corresponding, telephoning and recordkeeping associated with Occupant's delinquency. At Operator's option and without notice, Operator may apply money received to any obligation of Occupant under this Agreement regardless of Occupant requests or Occupant notations on checks or money orders as to how the payment should be applied.

d. Operator has no duty to place a lock on Occupant's Space. But if the Occupant's Space is lockable and has no lock on it and Operator locks it with Operator's lock, Occupant will pay for the lock at the current retail price for the lock as charged by Operator. Such Operator action does not create a bailment or constitute care, custody or control.

e. Operator may assess a \$ charge for each of Occupant's checks returned to Operator as non-negotiable payment.

f. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee of \$ plus any other costs incurred by Operator.

g. Occupant's obligations are not contingent on receiving invoices. If Occupant requires an invoice, Operator may assess a fee of \$0.00 for each such invoice.

h. Occupant also agrees to pay Operator all collection and lien processing fees Operator may incur in the event of default on rent 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 the rent is due. If Occupant has made advanced payments, the new rent will be charged against such payments, upon the expiration of the advance notice period. Payments may be made in cash, credit card, personal or company check, money order, or certified or cashier's check. However, Operator may change permitted mode of payment at any time, upon notice to Occupant. If Occupant is in default under this Agreement, payment must be made in cash, money order, or certified or cashier's check. If cash is accepted by Operator, it is Occupant's responsibility to obtain and keep a receipt from Operator for each cash payment. **All payments must be delivered or mailed to Operator's mailing address listed above. Do not mail cash to Operator.**

**OPERATOR'S LIEN: Under ARK. CODE ANN. § 18-16-401, et. seq., Operator has a priority contractual and statutory lien on all property stored in Occupant's Space for rent, labor, or other charges and for expenses reasonably incurred in its sale or removal from the Facility pursuant to Arkansas law. If the personal property is a motor vehicle, trailer, or watercraft, the lien shall include fees and expenses reasonably incurred by the Operator to remove the personal property from the Facility pursuant to Arkansas law. The Occupant's property stored in the Space may be sold or removed to satisfy the lien if the Occupant is in default. 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 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 of and identify of any such property placed in the Space and the name, address, phone number, and E-mail Address of the lien holder. If the property upon which the lien is claimed is a motor**

**vehicle, trailer, or watercraft and rent and other charges related to the property remain unpaid or unsatisfied for sixty (60) days, the Operator may have the motor vehicle, trailer, or watercraft towed or may sell such property via public auction. Operator shall not be liable for such property or any damages to such property once the towing service takes possession of the property. At any time before the sale under this section, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property. Any payments made to satisfy the lien must be for the full amount owed to Operator and may only be in the form of cash or money order.**

Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will



not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the property. Lien enforcement procedures are contained in paragraph 25. Unless Occupant advises Operator in writing to the contrary, Occupant hereby represents that there is not any prior lien on any property to be stored in the Space. 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. Occupant consents to the use of on-line auction services.

**ACCESS:** If rent is not paid within five (5) days of the due date stated herein, Operator may, without notice, deny the Occupant access to the property located in the Facility. Occupant's access may be conditioned in any manner deemed necessary by Operator to maintain order and protect the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, searching vehicles and contents. 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. 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. Operator reserves the right to deny access for 72 hours after payment is received on a delinquent account. No bailment or higher level of liability is created if Operator over-locks the Occupant's lock, thereby denying the Occupant access to the Space.

**USE OF STORAGE SPACE:** Occupant agrees not to use the Space for any unlawful purpose 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. Occupant agrees to use the Space only for storage of property wholly owned by Occupant. **Storage of explosives, toxic wastes, perishables, highly flammable materials, firearms or illegal drugs and contraband is expressly prohibited.** The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space or on the property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or animals of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. 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 work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. 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.

**LIGHT IN STORAGE SPACE:** Occupant agrees to furnish replacement bulbs in the Space, and to use the electrical outlet furnished for light only. Occupant agrees not to use said outlet for the operation of any heater, air conditioner, refrigerator, freezer, fan, power tools or other electrical appliances.

**OPERATOR'S RIGHT OF ENTRY:** Operator may, at reasonable times, enter the Space under any of the following circumstances:

- a. Operator has express written or oral authority from Occupant to enter;
- b. Operator reasonably believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, spoiled food, carcasses, volatile chemicals or fuel not in containers approved by Operator;
- c. Operator has reasonable grounds to believe that criminal activity is occurring in the Space;
- d. Operator has made written request to Occupant by mail for access to the Space for inspection, repair,



improvement or relocation of contents after casualty loss, and Occupant has failed to provide such access at the time and date requested, which may be no sooner than three (3) days from the mailing of such request; or

e. Operator is exercising Operator's lien. Operator may remove Occupant's lock(s) and relocate all contents elsewhere in the Facility if (a) Operator has authority to enter under this paragraph, and (b) Operator has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or Space from loss or damage from casualty or theft. Operator will pay labor costs of relocation and Occupant will pay for new lock. If Operator relocates and stores property found in Occupant's Space as authorized above, the rent will continue at the same rate. If Occupant's lock is removed under this paragraph or arising from lien enforcement, Occupant will pay reasonable lock removal charges. Operator will promptly notify Occupant by regular mail, phone or e-mail of any entry or relocation authorized by this paragraph. Occupant will continue to have access to relocated property except when in default.

**NONLIABILITY/ RISK OF LOSS:** Occupant agrees that the use of the Space is at **Occupant's sole risk**. Occupant agrees that Operator shall not be liable to Occupant or Occupant's invitees for any loss or damage to personal property caused by any act or negligence of any person. Occupant agrees that Operator is not a bailee nor warehouseman and that Operator is renting the Space to Occupant for Occupant's self-service storage use. Occupant agrees that Operator has no safekeeping duties for Occupant's property at any time under any circumstances. Occupant agrees that Operator is not liable for burglary, theft or damage by third parties. Occupant will pay for damage caused by Occupant or Occupant's employees, agents, delivery persons, family or guests to the Space rented or to any other real or personal property located at the Facility or used in connection therewith. In this Agreement, "Occupant's property" and "contents" mean all contents that have been stored in the Space or brought onto the property by Occupant or others. **Operator is not liable for loss or damage to property stored in or transported to or from Occupant's Space, regardless of who owns such property. Operator is not liable to Occupant whether the claimed loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Operator or Operator's agents, theft by others, war, acts of terrorism, or any other cause unless such is prohibited by law. 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.**

**INSURANCE:** Any insurance protecting the personal property stored within the Space against fire, theft, or any other type of casualty loss must be provided by the Occupant. It is the Occupant's responsibility to obtain such insurance. Occupant, at Occupant's sole expense, shall maintain fire, theft, extended coverage endorsement, vandalism, malicious mischief, and casualty insurance for **100% of the actual cash value of the property stored**. The purpose is to protect Occupant, other Occupants, Operator and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster or other harm caused whatsoever, whether or not, by weather, accident, war, acts of terrorism or negligence of such parties or their animals. **Occupant will self-insure all contents not covered by Occupant's insurance. Occupant understands that Operator does not provide insurance coverage on any personal property in Occupant's Space.** Any insurance maintained by Operator is by law only for the benefit of Operator. Occupant has been given a brochure which explains Customer Storage Insurance that is available at Occupant's option. Occupant understands that self-insurance means that Occupant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty or other harm or loss listed above. The Occupant agrees not to permit its insurer to subrogate against the Operator in the event of loss or damage of any kind or from any cause.

**PERSONAL INJURY:** Occupant agrees to exercise due care for the safety and security of Occupant and Occupant's property, employees, agents, family and guests while in the Facility. Occupant agrees that Operator and Operator's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the Space or the Facility from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Operator, Operator's agents, or employees.

**INDEMNITY:** Occupant agrees to take good care of the Space and to indemnify, defend, and hold Operator harmless for any and all claims and/or lawsuits (including attorneys' fees and all costs) brought by others, damage to property, or personal injury caused by Occupant or by persons acting on behalf of Occupant arising



out of Occupant's use of the Space, the Facility, and common areas.

**LIMITATION OF VALUE:** Without Operator's written permission, Occupant will not store property that has an aggregate value of over \$5,000 or that may cause emotional distress or consequential damages if it were missing, stolen or damaged. The Occupant agrees that the maximum value 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 \$5,000.00. 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.

**TERMINATION AND MOVE-OUT NOTICE:** Either party may terminate this Agreement upon five (5) days' notice to the other party. Occupant must provide written notice of termination by hand or mail-delivery, or via e-mail to Operator at Operator's mailing address at least five (5) days before Occupant's intended termination date. If mailed, such notice must be postmarked at least five (5) days before such termination date. **If this Agreement is terminated by Occupant, no rent will be refunded.** Operator may terminate this Agreement (including denial of access to the Space) if the Occupant breaches the peace. Operator also may immediately terminate this Agreement (including 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 access to the Space) in the event that Occupant utilizes the Space for an unlawful purpose or is found to be engaged in illegal activity at the Facility. If the Space is substantially damaged due to fire, windstorm or other casualty in Operator's sole judgment, Operator may terminate this Agreement. Occupant may not holdover after termination of possession or termination of the Agreement by Operator. Upon termination of this Agreement, the Occupant shall remove all property from the Space (unless such property is subject to the Operator's 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 the time required, the Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property. This Agreement shall automatically terminate if Occupant abandons Space. Occupant shall have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's locking device from the Space and IS NOT current in all obligations hereunder. Rent paid for month in which Occupant moves out early shall not be refunded.

**MOVE-OUT DUTIES:** At or before the end of the rental term or renewal period, Occupant must vacate the Space completely. Occupant is responsible for any damage to the Space. Occupant must remove Occupant's lock(s). As long as the Space has Occupant's lock, Occupant is responsible for the rent and fees due. There is no grace period; one day constitutes another month. Occupant must remove all contents and debris. Occupant must leave the Space empty, in good condition, unlocked, and "broom clean." **Occupant agrees to notify Operator that the Space has been vacated.**

**NO SUBLETTING OR ASSIGNMENT:** No subletting of the Space or assignment of this Agreement by Occupant is permitted.

**NO ALTERATIONS:** Occupant shall not modify, alter, paint, deface or put holes in the walls, floors or ceilings of the Space or Facility in any manner.

**NOTICES TO OPERATOR:** Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate, and correct and Occupant understands that Operator is relying on Occupant's representations. Notices to Operator must be hand-delivered, mailed certified mail, return receipt requested, with postage prepaid to Operator at the Facility address set forth above, or by e-mail only if e-mail is acknowledged by Operator. When giving notice to Operator, Occupant has the burden of proving delivery to Operator.

**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. **Occupant hereby gives Operator permission to send notices to Occupant 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 hereby consents to Owner phoning, faxing, e-mailing, texting, and using social media to communicate with Occupant with marketing and/or other business-related communications, including automated calls or texts. It shall be the responsibility of the Occupant to provide Owner with written notice of any change in address (postal or electronic) or their home or mobile phone number.

**LOCKS:** Occupant shall maintain a locked Space at all times. Operator shall assume that possession of a key and gate code is evidence of authority to enter Occupant's Space. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the Space is rendered unsecure in any manner, Operator may, at its sole option, take whatever measures are deemed reasonably necessary by Operator to re-secure the access to Occupant's Space. Operator is not responsible for taking any measures or for notifying Occupant that the Space has become unsecure. The fact that Operator has taken measures to re-secure the access to Occupant's Space under this paragraph shall not alter the release of Operator's liability, nor shall such measures be deemed conversion of Occupant's property in the Space.

**OCCUPANT INFORMATION/CHANGES:** Operator reserves the right to check Occupant's background, credit history and/or criminal history and refuse to rent to Occupant, or terminate Occupant's Agreement, as the case may be, upon receipt of such information. Occupant agrees to immediately notify Operator of changes in Occupant's mailing address, phone number or other information. A change of mailing address will not be effective unless the new address is **complete** and the notice is in **writing, signed** and **dated** by Occupant and actually **received** by Operator. Return addresses on envelopes, forwarding orders or addresses on checks are insufficient. Phone numbers may be changed orally or in writing. 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, law enforcement agencies or courts.

**NO WARRANTIES:** 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 to make warranties about the Space or the Facility. **NO PROMISES OR REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO OCCUPANT BY OPERATOR OR OPERATOR'S AGENTS. THE OPERATOR'S AGENTS' AND EMPLOYEES' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. THEIR STATEMENTS CANNOT BE RELIED UPON BY THE OCCUPANT AND ARE NOT**

**PART OF THIS AGREEMENT.** The entire agreement and understanding of the Occupant and the Operator is contained in this Agreement and **NO OTHER WARRANTIES** are given beyond those contained in this Agreement. The Occupant and the Operator agree that the **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and all

other warranties, express or implied, **ARE EXCLUDED** from this Agreement and shall not apply to the Space or the Facility. Operator does not promise safety or security of persons or property at the Facility and Operator has no duty of safety or security of same under any circumstances. Video cameras may be non-operational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction.

**NO WAIVER BY OPERATOR:** No waiver by the Operator of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant. Operator's agents and employees do not have authority to waive, amend or terminate this Agreement or to make promises, representations or agreements which impose any duties of security or other obligations on Operator unless done in writing regarding special provisions or in any addendum or supplemental rules.

**LAW ENFORCEMENT DIRECTIVES:** Upon presentation of a search warrant by a health or law officer, Operator may open the Space or allow such officer to open the Space for inspection by such officer; and such officer may lock the Space (if the Space is lockable). Operator may also lock the Space (if the Space is lockable) but is not required to do so.

**RULES:** Occupant, Occupant's employees, agents, family and guests must comply with Operator's rules and policies and with any other rules posted on a sign in plain view at the time of leasing or mailed or hand-delivered to Occupant at any time. Failure to abide by any rules and policies implemented by Operator will constitute a breach of this Agreement in the same manner as if contained herein as covenants.



**DEFAULT BY OCCUPANT:** Occupant will be in "default" if:

- a. Occupant has failed to pay any sum when due under this Agreement (payment must be received at Operator's mailing address shown on page 1). A partial payment of the total amount due, including applicable fees, will not cure a default; or
- b. Occupant has failed to notify Operator of a change in Occupant's address or phone number as required in paragraph 1; or
- c. Occupant has provided false or incorrect information to Operator in this Agreement or in any address changes submitted to Operator; or
- d. Occupant has failed to comply with any other provision of this Agreement, addendums, or any supplemental rules of Operator; or
- e. Occupant has violated health, safety or criminal laws on the Facility grounds, regardless of whether arrest or conviction has occurred.

**OPERATOR'S REMEDIES:** If Occupant is in "default," Operator may exercise one or more of the following remedies at any time:

- a. Deny Occupant access to the Facility and/or overlock Occupant's Space (if Space is lockable) and/or chain or wheel bolt Occupant's property for nonpayment of any sums due by Occupant, until paid in full, and a charge for the cost of such lock at the current retail price for the lock as charged by the Operator;
- b. Terminate Occupant's right of possession and/or terminate this Agreement by giving Occupant five (5) days' written notice to vacate; and if Operator files an eviction lawsuit, Occupant will pay Operator's attorneys' fees and court costs, plus a reasonable judicial eviction charge for Operator's time, inconvenience and overhead for filing the eviction suit;
- c. Collect charges as appropriate and exercise any other remedy allowed by law; and/or

**d. Enforce Operator's lien by seizure and sale of all contents of Occupant's Space by non-judicial foreclosure under ARK. CODE ANN. § 18-16-401, et. seq. Sale will only be for default or failure to perform any obligation or duty set forth in the lease for a period of more than forty-five (45) days after such performance is due.** Operator will accept partial payments but only payments in full, including all applicable fees, will stop a lien sale. In an unlockable outdoor Space, seizure for foreclosure purposes can occur when Operator attaches a security chain or wheel boot to Occupant's property.

**i. Disposal of personal information:** If the Operator has a reasonable belief that the Space contains personal information (social security number, credit or debit card information, bank account number, medical information, or passport information) relating to clients, customers, or others with whom the Occupant does business, the Operator may, after the Occupant is in default for a period of more than forty-five (45) days, inspect the contents of the Space to investigate for the presence of personal information without any liability to the Occupant or any other person who claims an interest in the personal information. If such personal information is found in the Space, the Operator shall not sell said personal information and shall destroy said personal information.

- e. After seizure, any attempt to reclaim the seized property by Occupant without paying in full the sums due Operator, including applicable fees, may result in Operator pursuing prosecution for such act.

**OCCUPANT'S LIABILITY:** In the event of a foreclosure, it is understood and agreed that the liability of 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. If any property remains unsold after foreclosure and sale, Operator may dispose of said property in any manner considered appropriate by Operator. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the Space.

**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 ten

(10) 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.

**MILITARY SERVICE:** If you are in the military service you 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 may 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.

**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.

**CLIMATE CONTROL:** Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. **Operator does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** Occupant understands that the temperature in the building containing the Space may vary from the temperature inside the Space itself. Occupant understands and agrees that under certain circumstances, including, but not limited to, mechanical failure, utility blackouts or brownouts, utility failures, malicious mischief, fire, or acts of God, the temperature may deviate from the stated range. Occupant understands that Operator does not control humidity and there is a risk of the growth of mold and/or mildew on the stored property. Occupant expressly releases Operator from any and all liability arising from any failure of the climate control system.

**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 this property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

**APPLICATION OF ARKANSAS LAW:** This Agreement shall be governed by and construed pursuant to the laws of the State of Arkansas applicable to contracts made and to be performed in the State of Arkansas without giving effect to the principles of conflict of laws of the State of Arkansas. All parties to this Agreement do hereby agree and submit to personal jurisdiction in Pulaski County, Arkansas. If any part of this Agreement is held to be invalid, void, or unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances and all remaining parts of this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

**ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties and it can only be modified in writing. No oral agreements shall be of any effect whatsoever.

**SPECIAL PROVISIONS:** No other agreements exist unless stated below or in an attached addendum or supplement rules (which prevail over this printed form).

**PERMISSION TO CALL, FAX, E-MAIL OR TEXT:** Occupant recognizes Operator and Occupant are entering into a business relationship as Operator and Occupant. As such, Occupant hereby consents to Operator phoning, faxing, e-mailing and texting Occupant (including automated texts and calls) with marketing and/or other business-related communications, including collection notices, and that these conditions are related to the business relationship. Occupant specifically consents to receiving text messages from Operator at the cell phone number provided by Occupant in this Agreement or at any other cell phone numbers provided by Occupant to Operator. Texts from Operator to Occupant may provide alerts regarding the Occupant's account with Operator, Occupant's tenancy in the Space, Occupant's use of the Facility, rental or sales promotions from Operator, and/or the business relationship between Operator and Occupant.





**Occupant understands that text messaging rates will apply to any messages received from Operator. Occupant understands that Occupant's consent to receive these texts is not required as a condition of entering into this Agreement or purchasing 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 charges or fees generated by this service. Occupant further agrees that in the event Occupant's cell phone number changes, Occupant shall inform Operator of said change or be liable for any fees or charges incurred.**

**OCCUPANT INITIALS**

**STORAGE OF MOTOR VEHICLES:** 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 after 60 days, **Operator is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, 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 vehicle is subject to removal at the Occupant's expense. Operator shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph. No vehicle will be left overnight outside the Space unless Operator, in its sole discretion, consents in advance in writing.

**CONDITION AND ALTERATION OF SPACE:** Occupant assumes responsibility for having examined the property and Space and hereby accepts it "AS IS" and as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Should Occupant damage or depreciate the Space, or make alterations or improvements without the prior consent of the Operator, or require the Operator to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Operator has the right to declare any such costs to repair as "rent" and non-payment of said costs to entitle Operator to deny Occupant access to the Space.

**SUCCESSION:** All provisions of this Agreement shall apply to and be binding upon all heirs, successors in interest, assigns, or representatives of the parties hereto.

**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.

**ARBITRATION:** In the event of any dispute between the parties exceeding the jurisdictional limit of small claims court, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys' fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Owner and Occupant. The decision of the arbitrator shall be final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statute of limitations) set by law. The demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. **THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For Claims that do not exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree to bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.**



**CROSS-COLLATERALIZATION OF STORAGE UNITS:** 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. Owner 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.

**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.

**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 Owner. Additionally, Occupant certifies that he/she is age 18 or above.

**COPIES AND ATTACHMENTS.** Attached to Operator’s copy and Occupant’s copy of this Agreement are [*if checked*]:

- |                                 |  |
|---------------------------------|--|
| Vehicle/trailer addendum (form) | Supplemental rules, dated _____            |
| Boat addendum (form)            | Move-out notice (form)                     |
| Other addendum, dated _____     | Form for change of Occupant address, phone |
| Other _____                     | Addendum to Agreement or Rental Agreement  |

**NOTICE TO OCCUPANT AND RELEASE**

**Rent is due in advance on the due date specified above. Rent paid after the late charge date(s) will result in late charges. Payment in cash, money order or personal or company check may be required or disallowed, at Operator’s option. Occupant will furnish own lock. No representations of safety or security have been made to Occupant by Operator or Operator’s agents. Occupant hereby releases Operator and Operator’s agents from liability for loss or damage to property stored in or transported to or from Occupant’s Space, regardless of who owns such property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Operator or Operator’s agents, theft by others or any other cause. Occupant will self-insure or obtain insurance for all losses and damages.**

**DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT IN FULL AND FULLY UNDERSTAND IT. THIS AGREEMENT LIMITS THE OPERATOR’S LIABILITY FOR LOSS OF OR DAMAGE TO YOUR STORED PROPERTY. IF YOU HAVE ANY QUESTIONS CONCERNING ITS LEGAL EFFECT, CONSULT YOUR LEGAL ADVISOR.**

**AGREED TO by Operator and Occupant this**

**STORAGE, OPERATOR OCCUPANT**

By: \_\_\_\_\_ Printed name of individual signing



Email Address:

Home Address:

Home Phone:

Cell Phone:

**Emergency Contact:**

Name:

Phone:

Address:

## Insurance Sign Up Form

**TENANT INFORMATION**

Tenant's Name(s):

Tenant's Address:

Daytime Phone #:

Email Address:

Effective Date:

Facility:

Address:

City, State, Zip: \_\_\_\_\_

Disk/Cylinder Lock:      YES      NO

Site ID: \_\_\_\_\_

**COVERAGE SELECTION (Initial one box and complete the information)**

I have property insurance of the type checked below

**Insurance Company Name:**

Homeowners  Renters  Business  Owners  Other

Policy:  #Limit \$:  Effective Date:

Term:

Purchase Insurance

**Coverage:** \$

**Coverage Description:**

**Monthly Premium:** \$

**Type of Goods Stored:**

- Household Goods/Personal Property
- Business/Trade Property (describe) \_\_\_\_\_
- Vehicle, Boat/Trailer (describe) \_\_\_\_\_



X

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# Signature Certificate

Document name: Sign Lease - A-AAA Key Mini Storage Little Rock

🔒 Unique Document ID: 6BBD8F38E298A7AF7FD21B985A48FC954F79B2DF

LEGALLY SIGNED USING  
**WP***signature*  
Build. Track. Sign Contracts.

## Timestamp

March 10, 2023 10:40 am  
CST

## Audit

Sign Lease - A-AAA Key Mini Storage Little Rock  
Uploaded by Trusted Self Storage -  
noreply@trustedselfstorage.com IP 195.230.115.44



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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