

IRONGATE SELF STORAGE
ILLINOIS MONTHLY RENTAL AGREEMENT

NC 344

NOTICE TO OCCUPANT: THE OWNER OF A SELF-SERVICE STORAGE FACILITY SHALL HAVE A LIEN UPON ALL PERSONAL PROPERTY, LOCATED AT A SELF-SERVICE STORAGE FACILITY, FOR RENT, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THE ILLINOIS SELF-SERVICE STORAGE FACILITIES ACT §770 ILCS 95/1 ET SEQ.

TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT: *Brandi Granse* Date: *2/5/2024*

A) *RPC Early Childhood Education Program* (the "Occupant") *bgranse@ccrpc.org*
Name E-mail address

B) *1776 E Washington St. Urbana IL 61802*
Street Address City State Zip

C) *217-819-4040 217-649-8616*
Telephone No. Cell Phone No. Driver's License No. State

D) *XXX-XX-NA*
SSN

E) *RPC Early Childhood Education Program* *217-819-4040*
Employer Address Telephone No.

F) Alternate Person to which Owner can send notices (including default notices) to:
Linda Dyer 1776 E. Washington St. Urbana IL 61802
Name Address City State Zip
217-819-4039
Telephone No. Cell Phone No.

Owner may contact such alternate contact person(s) in event of casualty (fire, accident or damage, etc.), or if Owner is unable to reach Occupant. Further, unless Occupant refuses consent by marking this box , Owner may at Owner's option allow the alternate contact or Occupant's brother, sister, spouse, parent, or child over 18 to have access to the Storage Space if such person signs an affidavit that Occupant is deceased, incarcerated, permanently missing or permanently incapacitated.

G) ~~Autopay: Occupant has chosen to provide Owner this credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described in Provision #3 below:~~
~~Name on card _____ Expiration _____ Security Code XXXX~~
~~Type of card _____~~
~~Credit/Debit Card Number: XXXX-XXXX-XXXX-~~
~~Credit/Debit Card Billing Address: _____~~

Monthly Rent: <i>185.00</i>	Prorated 1 st Month: <i>12.76</i>	2 nd Month Rent (after the 20 th): <i>185.00</i>	Administrative Fee: <i>0</i>	Insurance: <i>0</i>
Total Paid at Signing : <i>22.76</i>	Security Deposit: <i>0</i>	Lock Deposit: <i>10.00</i>	Next Payment Due on the 1 st of: <i>MARCH</i>	Approximate Size: <i>12 x 30</i>
				Storage Space No. (the "Storage Space"): <i>NC 344</i>

The description of the Storage Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Storage Space actually contains more or less square feet than set forth herein and no refund is due if the Storage Space contains less square feet than stated. Occupant is renting the Storage Space by the space not by the square foot.

NOTICE TO OCCUPANT: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE OCCUPANT READS IT, FULLY UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS, COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS FIVE (5) PAGES LONG.

REMIT MONTHLY PAYMENT AS DESCRIBED IN PROVISION #2 TO:

Irongate Self Storage
3702 West Old Church Rd.
Champaign, IL 61822
217-722-8010

Is Occupant or Spouse/Dependent in active or reserve military status?

Yes No
If yes, Commanding Officer Name: _____

and Phone No.:

Military ID # : _____

All Notices, including change of address must be mailed or delivered as described in Provision 23.

Titled Vehicle Stored? YES NO
(if YES, Vehicle Addendum or Rental Agreement is required)

Temperature Controlled Storage Space Yes No
(If Yes, Provision 14 applies.)

Humidity Controlled Storage Space Yes No
(If Yes, Provision 15 applies.)

Monthly Invoices mailed _____ (\$2.00 Service Fee)

- OCCUPANT MUST NOTIFY IRONGATE SELF STORAGE, IN WRITING, OF ANY ADDRESS CHANGE. (See Provision 24)
- OCCUPANT MUST NOTIFY IRONGATE SELF STORAGE OCCUPANT HAS VACATED THE STORAGE SPACE (See Provision 7)
- RENT IS DUE ON THE FIRST DAY OF EACH MONTH

- 1. Month-to-Month Term and Renewal:** This Rental Agreement for the use of a self-service storage space (the "Storage Space") from Irongate Self Storage, LLC an Illinois Limited Liability Company (hereinafter "Owner"), at 3702 West Old Church Rd., Champaign, IL 61822 (the "Facility") shall be on a month-to-month basis and shall automatically renew for successive one month periods on the First day of each month, unless terminated as provided for in Provisions 7, 23, and 24. The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as "Next Payment Due 1st of." Owner may increase rent or other fees and charges for the Storage Space with thirty (30) days advance written notice to Occupant. **A one (1) full calendar month minimum rental is required.** In order to properly terminate this Agreement, Occupant agrees to follow all procedures described in Provision 7 of this Rental Agreement.
- 2. Rent is Due on the First Day of Each Month:** Rent for each month shall be in the amount specified in the Terms and Conditions section of the Rental Agreement, payable monthly to Owner in advance, without demand or notice, on the First Day of each month. Additional Rent is defined as, including, but not exclusively, outstanding Rent due, any default charges, clean up charges, dumpster charges, damages to the Storage Space or Facility, and termination charges. Occupant agrees to pay Rent and Additional Rent; in person at the Facility office; by mail to the Facility office; (Note: no Rent can be paid at the Facility when the office is closed. Occupant shall not put the Rent under the office door); or with a credit card which may be used in the following ways: by phone; or by advance written authorization; or Owner's secure website at www.irongateselfstorageil.com. **Occupant shall not mail Rent in the form of cash to the Facility.** It is expressly agreed that Owner does not send monthly invoices. Occupant may request monthly invoices by checking the box marked "Monthly Invoice" above. A Two Dollar (\$2.00) service charge shall be included in each invoice for this option. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. Owner may require payments of Rent to be in the form of cash, money order or cashier's check in the event Occupant is in Default or has any payment due Owner returned for any reason, including insufficient funds, or credit/debit card charge back, or once Occupant is forty-five (45) or more days late. Checks are not accepted if Occupant has had 2 checks returned for any reason during occupancy. **Notice: access to pay by Owner's website is disabled if Occupant is more than forty-five (45) days delinquent. Rent is non-refundable.** Any rent payment made by the internet must be in the full amount due at the time of payment. If less than full payment is made over the internet, said payment shall be deemed automatically refused and any sums submitted shall be returned to Occupant at Occupant's last known address, even if Occupant obtains a receipt from the internet site. All delinquencies in excess of forty-five (45) days late must be cured by cash, money order, cashier's check, or certified check. Payment by credit card once 45 days later, must be made as described in Provision 3. No payments can be made within five (5) days of a lien sale unless said payment is made directly to the Owner at the Facility in cash or by certified check only.
- 3. Credit/Debit Card Authorization for Payment of Rent and Other Charges:** Occupant has authorized Owner to automatically charge or debit the credit/debit card referenced in Summary Provision "G" of the Terms and Conditions section of the Rental Agreement (which is owned by the Occupant or upon which Occupant has authority to charge) on the First Day of each month, or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions as Rent and Additional Rent, for each and every month Occupant continues to occupy the Storage Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent Additional Rent, or other charges due to Owner, Owner may charge/debit the credit card listed any sum due and owing upon termination including, but not exclusively, damages to the Storage Space or Facility, any default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement. Payment by credit card to cure a Rent delinquency in excess of forty-five (45) days can only occur if Occupant presents a credit card in Occupant's own name, in person, at Owner's office or, if owned by someone other than Occupant, than the card owner must be present at Owner's office. No credit cards are accepted within five (5) days of a lien sale. It is Occupant's responsibility to notify Owner of any new or updated account information if the bank account or credit card information changes (including updating an expiration date on a credit card.) Occupant shall be charged late fees and other default charges if the credit card payment is not approved by Occupant's bank/credit card provider.
- 4. Security Deposit:** Owner acknowledges receipt of the Security Deposit specified in the Terms and Conditions section of the Rental Agreement which shall secure Occupant's performance of all terms of this Rental Agreement. Occupant agrees that Owner 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 in Provisions 7 and 23, less all charges for cleaning, repairing or otherwise preparing the Storage Space for rental to others. Owner may also deduct from the Security Deposit any unpaid Rent, damages, charges, costs, or expenses due to Owner.
- 5. Administration Fee:** Contemporaneously with the execution of the Rental Agreement Occupant has paid to Owner a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.
- 6. Lock Deposit:** Occupant has provided to Owner a Ten (\$10) Dollar lock deposit for use of a through the door cylinder lock. At the end of the term if Occupant returns the lock in an undamaged condition and all keys, to Owner and complies with Provision 7, Occupant shall receive a refund of the Lock Deposit.
- 7. Termination.** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the term (the end of the month) and Occupant notifies Owner of Occupant's intent to vacate at least ten (10) days before move out. Owner may terminate this Rental Agreement by giving Occupant ten (10) days written notice prior to the end of the month. No refunds of partial months are made if Occupant vacates the Storage Space before the end of the term. Failure to give proper notice shall be grounds for deduction of rent from Occupant's Security Deposit or Lock Deposit. The Storage Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or additional Rent may accrue), and the Occupant's lock must be removed. Occupant shall fully vacate by the date stated in Occupant's or Owner's Notice. Owner charges and Occupant is responsible for Eighty Dollars (\$80.00) per person, per hour charge for cleaning the Storage Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Storage Space.
- 8. Other Charges and Fees:** Occupant is in Default if Rent is not paid by the first of each month, and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Occupant is in default, the following fees shall be charged:

Late Fee/Overlock (5 th day late)	\$ 20.00
Written Late Notice	\$ 5.00
Written Notice of Default Charge	\$ 30.00
Cut Lock	\$ 15.00
Advertising Fee	actual cost (prorated)
Sale Fee	20% of the amount of sale

NSF/Returned Check Fee	\$ 20.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$ 80.00 per hour + disposal fees
Lock Cut Fee (at Occupant's request)	\$ 15.00
Eviction Notice/Filing Fee in Lieu of Sale	\$ 200.00 + court costs

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Facility, not the postmark date is used. Notwithstanding the date that other fees and charges are imposed, if payment is not made within five (5) days of when due the Occupant shall be considered to be in default and Owner may begin enforcement of its lien against Occupant's Personal Property. Owner may overlock the Storage Space as permitted by Statute, after Occupant is late in payment of Rent or otherwise in default. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, or the exercise of any remedy by Owner upon a Default by Occupant (including the sale or other disposition of Occupant's Personal Property) as permitted under this Rental Agreement or by law. Occupant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Occupant's responsibilities under this Rental Agreement.

9. **Use of the Storage Space and Prohibited Storage:** The Storage Space shall be used and occupied only for the storing of Personal Property owned by Occupant. Occupant shall keep the Storage Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse, no guns or alcohol may be stored in the Storage Space. The Storage Space is to be used only for storage of property, not for exhibition, rehearsal space, for an audience, or any other activity that is not related to storage of property. Occupant shall not use the Storage Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Storage Space for the use or storage of any food (without Owner's written approval); animal feed (including seed); store or release any explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture; contraband or illegal substances; or for any unlawful purpose of any kind.

Occupant shall not engage in any activity in the Storage Space which produces or releases such prohibited materials. Occupant shall not use the Storage Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Storage Space and in such case Occupant shall store the Personal Property with a full tank of gas in the tank and a drip pan or absorbent pad designed to absorb petroleum products under said item to retain any leaking fluids. No propane or empty propane canisters may be stored in the Storage Space. No gas canisters shall be stored in the Storage Space. **A Vehicle Storage Addendum must be completed, accepted, and executed by Owner for any "titled" vehicle stored in the Storage Space.**

Occupant shall not live or sleep in the Storage Space or Facility, nor shall animals be permitted to be stored in the Storage Space or Facility. Occupant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. 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:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. 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.

10. **Limitation on Value of Personal Property:** Occupant agrees not to store Personal Property in the Storage Space with a total value in excess \$3,000.00, without the prior written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed \$3,000.00. The Storage Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant. Occupant specifically waives any claim to sentimental or emotional attachment to any Personal Property stored. By this Rental Agreement, Owner is generally not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever. Higher value limits may be available from Owner for additional consideration if so requested by Occupant in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner for details.

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Personal Property stored, in no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of Three Thousand Dollars (\$3,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 9 and 10, Owner does not concern itself with the type, quantity, or quality of the Personal Property stored.

11. **Damages:** Occupant shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Storage Space, use of the Storage Space, or use of the common areas of the Facility including damage to other Occupant's Personal Property or other Occupants' vehicles. In the event Owner invoices Occupant for any charges for repairs, clean-up, replacement, or other damages suffered, Occupant shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's Rent. The failure to pay such invoice represents a default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.

12. **Insurance and Security Type Systems:** Occupant agrees, at Occupant's sole expense, to maintain insurance on all Personal Property stored in the Storage Space with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall mean that Occupant shall assume all risk of loss or damage that would have been covered by insurance. Information about insurance written specifically for self-storage is available at Owner's office. Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her Personal Property. These Security Type Systems may include video cameras, gates, electronic gate codes, and lighting. Check with the Facility Manager for Security Type Systems available at this Facility. However, Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Storage Space. Video cameras, if any, may not be recorded or may not be recorded at all

times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Cameras and other systems should not be relied on to provide additional security for the Personal Property or the Occupant when using the Storage Space.

13. Access: Occupant's access to the Storage Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. Owner may change the times and methods of access to the Facility with ten (10) days written notice posted at Owner's website or mailed to Occupant. In the event of an emergency or catastrophe at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents or deny access to the Storage Space and Facility. Temporary closures may be posted 24 hours in advance.

14. Temperature Control: Illinois law does not define the term "temperature controlled". This Provision defines the responsibilities of Owner for providing temperature control to the Storage Space. If the Storage Space leased under this Rental Agreement between Owner and Occupant is a temperature controlled Storage Space, only if indicated as such in the Terms and Conditions section of this Rental Agreement, then this Provision 14 shall apply. Owner provides heating and air conditioning to the building containing the Storage Space. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Storage Space by heating to no less than forty-five degrees (45°) Fahrenheit and by cooling the Storage Space to no more than eighty degrees (80°) Fahrenheit. Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature and Occupant understands that heating systems and their power sources are not redundant. Further, the temperature in the building containing the Storage Space may vary from the temperature of the Storage Space. Occupant agrees to release Owner from any and all liability arising from any such failure of the heating and air conditioning systems which occur as a result of a failure outside of Owner's direct control.

15. Humidity in the Storage Space: Occupant's Storage Space is humidity controlled only if so indicated on the first page of this Rental Agreement. Illinois law does not define the term "humidity controlled." This provision seeks to define the responsibility of Owner for providing humidity control. If the Storage Space is a Humidity Controlled Storage Space, only if indicated as such on the first page of this Rental Agreement, then this Provision shall apply. It is agreed that Operator shall use all reasonable efforts to maintain a relative humidity in the Storage Space between forty-five percent (45%) and fifty-five percent (55%). Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure of heating and cooling, humidity control systems, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or material shortages, strikes, malicious mischief, extreme weather conditions, and fire that the humidity level may deviate from the stated range. While the building humidity will be maintained in the range stated herein, the Storage Space humidity may vary from the building humidity. Occupant agrees to release Operator from any and all liability arising from any such failure of the humidity control systems which occur as a result of a failure outside Operator's direct control. Occupant agrees that the Storage Space is not appropriate for the storage of Personal Property which may be damaged by humidity fluctuation for any period of time.

16. Mold: Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Storage Space rented. Owner does not warrant the Storage Space to be water-tight or dry. Owner shall not be liable and is hereby released from liability for mold on Occupant's Personal Property from whatever source and no matter how it occurs. Occupant shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold on their Personal Property. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Storage Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Storage Space. Occupant understands that any Personal Property brought into the Storage Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Storage Space even if Owner air conditions the Storage Space. Occupant shall periodically inspect the Storage Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

17. Locked Storage Space; Storage Occupant's Risk; Abandonment: Occupant is required to keep the Storage Space locked using one cylinder style lock which is rented at no additional charge to Occupant for RV spaces and a disc lock which is rented at no additional charge to Occupant for non-RV spaces. Occupant has inspected said lock and deems it suitable for the function of self-service storage. Owner does not maintain a key to the lock. Occupant has provided, at the commencement of this Rental Agreement, a lock deposit listed in the Terms and Conditions section of this Rental Agreement. If Occupant returns the lock and keys on time, after move out and removes all property from the Storage Space, then Owner shall return Occupant's lock deposit within 10 days of move out. Occupant shall not place a lock on the hasp of the door which is reserved for Owner's use. If a lock is removed for a reason described elsewhere in the Rental Agreement, including Default by Occupant, then Owner shall replace the lock with another lock at Occupant's sole expense and mail Occupant the keys to Occupant's last known address. If Owner finds an occupied Storage Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, Owner will notify Occupant, or Owner may, but is not required to, lock the Storage Space with Owner's lock at Occupant's expense. If Owner locks the Storage Space, after 5 days, Owner will put a new lock on the Storage Space and charge Occupant's account. The keys will be mailed to Occupant's last known address. All Personal Property stored by Occupant within the Storage Space shall be at Occupant's sole risk. **If the Storage Space is not locked, Occupant is delinquent in Rent, and Owner determines the items contained in the Storage Space have no marketable value (under \$100) Owner may consider the Storage Space abandoned and dispose or sell of any or all Personal Property in the Storage Space.** Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Personal Property.

18. Release of Liability: Occupant releases Owner, its employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents.

Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupants use of the Storage Space and Facility.

Self storage contents insurance is strongly recommended. The only insurance that covers the Personal Property stored in the Storage Space is that purchased by Occupant. Occupant understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from liability as set forth in Provisions 18 and 19, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

19. **Indemnification; Subrogation:** Occupant agrees, for itself, and to have its insurer waive any right of subrogation of any claim of Occupant against Owner, its employees, or agents. Occupant agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Occupant's Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant, Occupant's invitees or guests. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision.
20. **Owner May Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Storage Space, without notice to Occupant, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Storage Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (the "Work"). Owner will endeavor to give a minimum of three days notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality and the keys shall be sent as described in Provision 17.
21. **Responsibility to Inspect the Storage Space.** Occupant shall immediately notify Owner should Occupant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Occupant's Storage Space or emanating spreading from or through any other the Storage Space. Upon receipt of such notification, or should Owner become aware of such conditions, Owner may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Storage Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Storage Space or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Owner in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent. Further, Occupant has inspected the Storage Space and this Rental Agreement and agrees that the Storage Space number provided on the Rental Agreement matches the Storage Space number on the door or wall of the Storage Space rented and inspected by Occupant.
22. **Owner's Lien:** The Owner of a self-service storage facility and his heirs, executors, administrators, successors and assigns shall have a lien upon all personal property, while located at a self-service storage facility, for rent, labor or other charges, present or future, incurred for storing said property, and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to this act. The lien attaches as of the date the personal property is placed at the self-service storage facility.
Explanation: The Occupant's Personal Property may be sold to satisfy the lien if Occupant is in default.
23. **Defaults; Owner Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access; (ii) overlock or otherwise place a device to prevent Occupant's access to the Storage Space, once Occupant is in default, and the placement of Owner's overlock or other deactivation device, along with any written notice sent to Occupant, shall serve as constructive notice that Owner has not received Rent from Occupant for the current term; (iii) remove Occupant's lock and access the Storage Space; however, rent and other charges shall continue to accrue after overlock or lock removal until the Storage Space is sold or Occupant cures the default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Storage Space; (v) sell or dispose of the Personal Property in the Storage Space as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. The act of overlocking/denying access or removing Occupant's lock shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the Personal Property. The obligation to pay Rent and other charges shall not be terminated by the overlock or lock removal. If Occupant is in default and is overlocked or if the lock is cut and replaced with Owner's lock, Owner is not required to remove the overlock or take off Owner's lock (after lock cut) until 3 business days after payment has been made in full. Owner reserves the right not to remove its replacement lock until Occupant is present and replaces the lock with Occupant's own new lock, or Owner in its sole discretion can remove its lock leaving the Storage Space unlocked. In any case Owner shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Storage Space after late payment arising from failure to immediately remove Owner's lock or overlock. In the event of default, Occupant forfeits any concessions received and rent for the Storage Space shall automatically increase to the current market rate.
All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.
24. **Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Terms and Conditions section of this Rental Agreement and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing or upon emailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing, via certified mail return receipt requested to the Facility office; in person at the Facility office; or via Owner's secured website, on a form prescribed by Owner of any change in Occupant's address or of intent to vacate at the end of the term.
25. **Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.
26. **Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Storage Space without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
27. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Owner and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Occupant further agree that the Federal or State courts in Champaign County, Illinois shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

28. **Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.
29. **Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.
30. **Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 15 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
31. **Owner's Employees:** In the event Occupant requests any of Owner's employees to perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees. Occupant further agrees that his/her interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.
32. **Warranty of Information:** Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.
33. **Occupant's Acceptance of the Storage Space "AS IS":** Occupant inspected or had the right to inspect the Storage Space and Facility before signing this Rental Agreement and finds the Storage Space to be suitable for the purpose for which Occupant rents such Storage Space and accepts the same "as is." Owner makes no express warranties. Owner disclaims and Occupant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Occupant acknowledges that Owner's Agents have no authority to make warranties, express or implied.
34. **Pest Control:** Occupant is advised that Owner may use chemicals at the Facility including around the Storage Space, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Storage Space. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Occupant deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is in common areas other than the Storage Space.
35. **Permission to Call, Fax and/or E-Mail:** Occupant recognizes Owner and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Owner phoning, faxing, and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Owner permission to send text messages to Occupant's provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Storage Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Further, Occupant consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Occupant agrees to keep a current email address of record with the Owner and to notify Owner of any change in Occupant's email address.
36. **Snow Removal:** Owner, in the event of snow, only clears the common drives and parking lots at the end of the storm only, any snow or ice in front of the Storage Space is Occupant's responsibility to remove.
37. **Electricity:** Use of electricity at the Facility is strictly reserved to Owner at all times unless Occupant receives written permission in the form of a signed electricity addendum. Owner is not liable for any damages which occur as a result of unauthorized use of Owner's electricity including disconnection of electricity, outages, or surges which may cause damage to Occupant's Personal Property.
38. **Carts:** Carts ("Carts") are provided for the convenience of the Occupant. Occupant agrees to properly use the Carts in the manner for which they were intended, including but not exclusively, loading no more than 25 lbs. of materials or property on the Carts at any one time, not stacking property higher than 3 feet high on the Carts, and ensuring that the property placed on the Carts does not exceed the width of the Carts by more than 2 feet total. Carts are provided to Occupant solely as a courtesy, and may be out of order or Cart service may be terminated at any time without said termination representing a default under the Rental Agreement. As such, Carts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Owner from any damage Occupant may suffer as a result of the use of the Carts and/or for personal injury Occupant suffers as a result of use or misuse of the Cart whether or not Occupant's actions were negligent in the use of the Carts.
39. **Rules and Regulation:** The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with thirty (30) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Occupants and are made for the appropriate and efficient operation of the Facility.
40. **Succession:** In the event that the Facility or its ownership is transferred to someone else, the terms of this Agreement will be binding on the new Owner once the new Owner assumes this Rental Agreement, the current Owner shall be released from all obligations under the Rental Agreement including the responsibility to pay any sums for damages or refund any sums after move out.
41. **Exclusion of all Warranties:** The agents and employees of Owner are not authorized to make warranties about the Storage Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or

implied, ARE EXCLUDED from this transaction and shall not apply to the Storage Space and the Facility, and that Occupant accepts such Storage Space and access to the Facility AS IS AND WITH ALL FAULTS.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (five pages) and agree(s) to be bound by its terms and conditions.

“Owner”:
Irongate Self Storage, LLC

BY: Tom [Signature]

“Occupant”

Signature: Brandi Granse [Signature]

Date Signed: 2 / 28 / 24

Printed Name: Brandi Granse

****I HAVE READ ALL FIVE (5) PAGES OF THIS RENTAL AGREEMENT****