

SELF-STORAGE RENTAL AGREEMENT

This Agreement (the "Agreement") is entered into on 0/0/2021, by and between IPSON ENTERPRISES, LLC dba LOCKERS U LOCK ("Lessor") and xxxxx ("Lessee"):

1. Rental & Term. Lessor, in consideration of the rents, covenants and agreements herein provided, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, storage unit number(s) 65 (the "Unit") located at 3130 Canton Road, Carrollton, Ohio 44615 (the "Property"), to have and to hold unto Lessee for the term of this Agreement as set forth herein. The term of this Agreement shall be on a month-to-month basis (the "Term") commencing on 7/9/2021 (the "Commencement Date"). In the event the Commencement Date falls upon any other day of the month than the first day of a calendar month, then the commencement date for purposes of determining the termination date of this Agreement, as well as any other dates necessary to be determined hereunder, will be the first day of the calendar month next following the Commencement Date (the "Deemed Commencement Date"), and Rent, as defined hereunder, for the fractional month occurring between the Commencement Date and the Deemed Commencement Date shall be determined on a per diem basis.

2. Rent. Lessee shall pay to Lessor as rent the sum of \$66.00 per month (the "Rent"), paid in advance on or before the first day of each calendar month during the term of this Agreement, with the first installment of such rent, together with any additional rent due for any fractional month determined in accordance with Section 1 above, to be paid on or before the Commencement Date. All payments of Rent shall be payable to Lessor at P.O. Box 686, Malvern, OH 44644, or at such other address or addresses as may from time to time be determined by Lessor. In the event that Lessee fails to make payment of any installment of Rent within ten (10) days of the date the same is due, Lessor shall incur damages which are extremely difficult to measure, and because of this, Lessee agrees to pay to Lessor, as additional rent, a late fee equal to 10% of the amount of each late rental payment. In addition, any and all costs incurred by Lessor by reason of Lessee's breach of any provision of this Agreement, including, but not limited to, any attorneys' fees, shall be deemed additional rent, and may be demanded by Lessor of Lessee at any time or withheld from the Deposit, as defined hereunder, all in Lessor's sole and absolute discretion. The Rent may be changed by Lessor at any time during the Term by giving of written notice to Lessee at least ten (10) days before the end of any month, by mail, to any address(es) supplied by Lessee. If Lessee has made advance payments of Rent, the new rental rate will be charged against such payments, effective upon the giving of notice of the new rate. In the event Lessee fails to make payment of Rent when the same is due or within ten (10) days thereafter, Lessor shall, in addition to any other remedies afforded by law or under this Agreement, have the right to, without notice, overlock the Unit, thereby denying Lessee access to the stored property until payment of Rent and any other charges assessed hereunder is received by Lessor. In addition to Rent and any late charges assessed pursuant to this Section, Lessee hereby agrees to pay to Lessor the following mandatory charges: (a) If any of Lessee's checks are returned for any reason, Lessee shall pay to Lessor, on demand, a service charge of \$35.00 for each returned check; (b) if Lessee does not return the unit to "broom clean" condition upon termination of this Agreement, Lessee shall pay to Lessor, on demand, a minimum clean-up charge of \$100.00; (c) in the event that Lessee fails to make payment of any installment of Rent within twenty (20) days of the date the same is due, Lessor shall incur damages which are extremely difficult to measure, and because of this, Lessee agrees to pay to Lessor, as additional rent, a lock out fee equal to \$10.00; (d) if Lessee fails to make payment of any installment of Rent within forty-five (45) days of the date same is due, Lessor shall incur damages which are extremely difficult to measure, and because of this, Lessee agrees to pay to Lessor, as additional rent, an auction fee equal to \$100.00.

3. Deposit. As and for a security deposit, Lessee shall pay upon the signing of this Agreement an amount equal to one month's rental (the "Deposit") to secure Lessee's faithful performance of all of its obligations under this Agreement. Lessee agrees that if it shall fail to pay when due the Rent or any other amount provided to be paid by Lessee under this Agreement, the Deposit, at Lessor's option, may be applied to any Rent or other amount due under this Agreement and unpaid by Lessee. If Lessee does not comply with any of the other obligations of Lessee under this Agreement, the Deposit, at Lessor's option, may be applied to any damages suffered by Lessor as a result of Lessee's non-compliance, to the extent of the amount of the damages suffered (without waiving any of Lessor's other remedies as provided in Section 4 below). Lessor shall not be required to pay interest to Lessee on the Deposit. Should the Deposit be applied (in whole or in part) by Lessor for the payment of overdue Rent or other sums or Lessor's damages, then Lessee, on notice from Lessor, shall remit to Lessor a sufficient amount in cash to restore the Deposit to its original amount. Lessee's failure to do so within ten (10) days after notice from Lessor shall constitute a default. Should Lessee comply with all of its covenants, duties and obligations, the Deposit shall be returned in full to Lessee within thirty (30) days after the end of the Term of this Agreement, less any amounts that may be due from Lessee to Lessor. Lessor shall have the right to commingle the Deposit with other funds. Lessee's rights to the Deposit shall not be assigned, transferred, pledged, mortgaged or encumbered without the prior written consent of Lessor. Any attempt by Lessee to do so shall be void and of no effect.

4. **Landlord's Lien; Enforcement.** Lessor shall have a lien against Lessee on the personal property stored in the Unit pursuant to this Agreement, or, in the event of default of Lessee as set forth herein, on the proceeds of the personal property in Lessor's possession, for all Rent and other charges in relation to Lessee's personal property becoming due under this Agreement and for expenses necessary for the preservation of such personal property or expenses incurred in the sale or other disposition of the personal property pursuant to law and the terms of this Agreement (the "Landlord's Lien"). The Landlord's Lien attaches as of the date Lessee's personal property is brought to the Unit or the Property. In the event Lessor enforces the Landlord's Lien for a claim that has become due, Lessor shall deliver notice to Lessee, in person or by certified mail, at Lessee's last address given to Lessor. Such notice shall specify that Lessor has taken possession of Lessee's stored property and that the property is subject to sale if the Rent and/or other charges are not paid within twenty (20) days of such notice. If the Rent and other charges remain unpaid, in full or in part, as of the twenty-first (21st) day after delivery of the notice, Lessor may advertise for sale and sell Lessee's stored property by auction or, in the event no person purchases the stored property at the auction, Lessor may sell the stored property at a private sale or dispose of the stored property in any manner considered appropriate by Lessor, including, but not limited to, destroying the property. Lessee may reclaim the property subject to the lien at any time prior to the sale, by paying all Rents and charges which are the subject of the lien and the reasonable expenses incurred by Lessor incurred under this Section, such payment to be made in cash or by U.S. Postal Service Money Order or certified or cashier's check, and on the further condition that Lessee forthwith remove all such reclaimed property from the premises of the Property, and peaceably surrender possession of the Unit to Lessor. In the event the lien sale occurs, nothing herein shall prevent Lessee or Lessor from bidding on the property subject to the lien. In the event proceeds of the sale exceed the amount of the lien plus costs of conducting the sale, Lessor shall mail the balance, if any, by certified mail to Lessee at Lessee's last address given to Lessor. If the balance is returned to Lessor after Lessor mailed the same to Lessee by certified mail or if the address of Lessee is not known, Lessor shall hold the balance for two (2) years after the date of the sale for delivery on demand to Lessee or to any other person who would have been entitled to possession of the property. Thereafter, Lessor shall treat the funds as abandoned monies and shall dispose of the funds as allowed by law.

5. **Use & Access.** Lessee agrees to use the Unit only for the storage of property wholly owned by Lessee. The Unit shall not be used for residential purposes. Lessor agrees that no business will be conducted on or from the Unit and that no item will be stored in the Unit which would violate any law or ordinance now or hereafter in force or which would violate the provisions of the insurance policy on the Property or result in any increase of Lessor's operating costs. Lessee agrees not to store in the Unit any food, explosives, highly flammable or dangerous material, noxious substances, animals, or noise creating chattels. Lessee shall comply with all requirements of all laws, orders, ordinances, and regulations of federal, state, county and/or local government which shall impose any duty upon the owner and/or occupant of the Property or the Unit. Lessee's access to the Unit or the Property may be conditioned in any manner deemed reasonably necessary by Lessor to maintain order on the Property, including, but not limited to, requiring verification of Lessee's identity, limiting hours of operation, and inspecting vehicles that enter the Property. Lessor shall have the right to establish or change hours of operation or to promulgate rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the Unit and the Property, or the preservation of good order on the Property (collectively the "Rules"). Lessee agrees to follow all of the Rules now in effect or put into effect from time to time.

6. **Condition of Unit.** LESSEE HAS INSPECTED THE UNIT AND ACCEPTS IT "AS IS." Lessee shall immediately notify Lessor of any fire (or other casualty), defects or dangerous conditions. Lessee shall keep the Unit in good order and condition, and shall pay for any and all repairs to the Unit or the Property arising out of the acts or omissions of Lessee, its agents, employees, licensees, invitees or contractors. Lessee shall not attach anything to the walls, ceilings, floors, doors or any part of the Unit of the Property.

7. **Lessor's Right to Enter.** Lessor may enter the Unit for the purposes of inspection without prior notice to Lessee whenever Lessor believes that any hazardous condition or nuisance has been created or is occurring in the Unit, or for repairs to the interior or exterior of the Unit, or inspections by governmental authorities. In the event any materials are discovered which are hazardous or constitute a nuisance, in Lessor's sole judgment and discretion, Lessor may immediately arrange for their removal and disposal at Lessee's expense.

8. **Security of Unit.** Lessee shall provide, at Lessee's sole expense, a lock that Lessee, in Lessee's sole discretion, deems sufficient to secure the Unit. If the Unit is found unlocked, Lessor may, but is in no way obligated to, take whatever measures Lessor deems reasonable to re-secure the Unit, with or without notice to Lessee; provided, however, that regardless of which measures, if any, Lessor takes to re-secure the Unit, the limitations on Lessor's liability set forth in this Agreement shall not be altered, nor shall such measures be deemed a conversion of Lessee's stored property. Lessee shall be solely responsible for any other person gaining access to the Unit.

9. **Termination.** Except as otherwise provided herein, the parties may terminate this Agreement as follows: Lessor or Lessee

shall provide to the other written notice of termination at least thirty (30) days prior to the last day of the then existing term. In the event that notice of termination is not provided within the timeframe set forth in this Section, this Agreement shall be automatically renewed for an additional Term (the "Renewal Term") subject to and governed by the terms and conditions set forth herein, said Renewal Term to be on the same basis as checked in Section 1 above; provided, however, that any of the terms of this Agreement may be changed by Lessor by giving written notice to Lessee of such changes during the Renewal Term.

10. Insurance; Waiver of Subrogation. Lessor does not maintain insurance for the benefit of Lessee or which in any way covers any loss whatsoever that Lessee may have or claim. Lessee does hereby release Lessor from all liability for damage due to any act or neglect of Lessor (except as provided elsewhere in this Agreement) occasioned to property owned by Lessee which is or might be incident to or the result of any casualty for which Lessor is now carrying or may hereinafter carry insurance; and Lessee hereto further agree that any insurance they obtain on their property shall contain an appropriate provision whereby the insurance company, or companies, consents to the release of liability contained in this paragraph and waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by any such policies.

11. Release and Indemnification. ALL PERSONAL PROPERTY STORED BY LESSEE ON OR WITHIN THE UNIT SHALL BE STORED AT LESSEE'S SOLE RISK. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT LESSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIMS FOR DAMAGE TO OR LOSS OF ANY PERSONAL PROPERTY WHILE LOCATED IN, UPON OR IN ANYWAY CONNECTED WITH THE UNIT AND THE PROPERTY ARISING FROM ANY CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF LESSOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. Lessee shall indemnify and hold Lessor harmless from and against all claims, demands, actions or causes of action (including attorneys' fees and costs) in any way arising out of or connected with Lessee's breach of any term of this Agreement or the use and occupancy of the Unit and the Property during the entire Term of this Agreement, and all extensions thereof, by Lessee or any other person, entity, group or organization, including, but not limited to loss or damage to personal property stored upon or within the Unit or the Property; or injury or death as a result of Lessee's or its agents' or representatives' use of or presence upon or within the Unit or the Property, even if such injury, loss or damage is caused by the active or passive acts, omissions or negligence of Lessor, its employees, agents, representatives, successors and assigns.

12. Fire; Condemnation. If fire or other casualty causes damage to the Property or the Unit, or the Property is totally or partially taken by way of eminent domain, Lessor may, in its sole discretion, terminate this Agreement on written notice to Lessee and, upon such termination, all Rent and other sums owing hereunder shall be paid up to the date of the damage or taking.

13. Subordination. This Agreement is subject and subordinate to any and all present or future ground leases and mortgages affecting the Unit or the Property.

14. Waiver. Lessor's acceptance of any total or partial payment of Rent or other sum due hereunder shall not be a waiver of any of Lessor's rights or remedies. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

15. No Bailment. This Agreement shall not create a bailment or warehousemen relationship. The only relationship between the parties is one of lessor/lessee. Lessee hereby acknowledges and agrees that Lessor shall not and has no responsibility hereunder to exercise care, custody, or control over Lessee's stored property.

16. Assignment and Subletting. Lessee may not assign its rights or responsibilities hereunder without the prior written approval of Lessor, which approval is in the sole discretion of Lessor; provided, however, that if Lessee assigns this Agreement, with the consent of Lessor, it shall remain primarily liable for the payment of Rent as provided herein and for the performance of all terms, covenants and conditions to be performed by Lessee during the Term of this Agreement as well as during any renewal period.

17. Notices. Except as otherwise provided herein, all notices required by this Agreement may be sent to Lessee at the address set forth hereinabove. All such notices shall be sent by first class mail, postage prepaid, and shall be deemed given when deposited in the U.S. mail. Lessee agrees that any such notice is conclusively presumed to have been received by Lessee five (5) days after mailing, unless returned to Lessor by the Postal Service. Lessee is responsible for notifying Lessor in writing of any change of any of the addresses given by Lessee. Lessor shall not be presumed to have received notice of any change of address unless given in writing by Lessee and sent to Lessor at the address provided in Section 2 above, by first class mail, postage prepaid.

18. Surrender of Possession. Lessee shall surrender possession of the Unit upon the expiration or earlier termination of this Agreement, broom clean and in as good condition and repair as existed on the Commencement Date, ordinary wear and tear excepted. Lessee shall at its expense remove all property of Lessee stored in the Unit and repair all damage to the Unit or the Property caused by such removal. Lessee shall be deemed to have abandoned any property, which Lessee does not remove. Lessor may, as it shall desire, retain or dispose of such property at Lessee's expense.

19. Force Majeure. Either party may be excused from performing or doing any act required of it under this Agreement for the period of any delay which arises from or through an act of God, explosion, accident, riot or civil commotion; act of war; fire or other casualty; delays caused by the other party, and causes beyond the reasonable control of a party.

20. Miscellaneous. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns, as the case may be. Except as otherwise provided herein, this Agreement may only be modified, amended, or terminated in writing, signed by both parties. If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of Lessor or Lessee, as the case may be, to the full extent permitted by law. Regardless of any contrary rule of construction, no provision in this Agreement shall be construed in favor of one of the parties to it because it was drafted by the other party's attorney. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Agreement. This Agreement and all of its terms, covenants and provisions shall be governed by and construed under the laws of the State of Ohio. Any and all proceedings related to the subject matter hereof shall be maintained in the courts of Carroll County.

Lessor and Lessee have caused this Agreement to be executed in their respective names as of the day and year first above written.

Signature:

Date:
