



# Bearcat STORAGE

**NOTICE: THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON THE PERSONAL PROPERTY STORED PURSUANT TO THIS RENTAL AGREEMENT IN THE STORAGE SPACE AT THE SELF-SERVICE STORAGE FACILITY, OR ON THE PROCEEDS OF THE PERSONAL PROPERTY FOR RENT, LABOR, OR OTHER CHARGES IN RELATION TO THE PERSONAL PROPERTY THAT ARE SPECIFIED IN THIS RENTAL AGREEMENT AND THAT HAVE BECOME DUE, AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PERSONAL PROPERTY, FOR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF PERSONAL PROPERTY PURSUANT TO LAW. THIS ACTION IS AUTHORIZED BY THE OHIO SELF-SERVICE STORAGE FACILITY ACT ORC § 5322.01 ET SEQ.**

**"TERMS AND CONDITIONS" OF THIS RENTAL AGREEMENT:**

Date: December 16, 2022

## OCCUPANT DATA SUMMARY

IF ANY OF THE INFORMATION BELOW CHANGES, OCCUPANT AGREES TO NOTIFY OWNER IN WRITING IMMEDIATELY OCCUPANT ADDRESS

Bearcat Burlington  
5805 Kingsgate Drive  
Burlington, KY 41005

### PHONE

859-320-0602 / 859-320-0602 (mobile)

### E-Mail

info@bearcatburlington.com

### ALTERNATE CONTACT

Bearcat Bearcat

### ALTERNATE CONTACT'S PHONE

Same

**Military Service.** If Occupant serves in the military, Occupant shall provide notice of the service to the Owner. The Owner will rely on this information to determine the applicability of the Service-Members Civil Relief Act

Are you active military?

Do you want your alternate contact to have access to the storage unit and gate code?

I hereby declare that the personal information provided above is correct.

**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 SEVEN (7) PAGES LONG.

### "RENTAL AGREEMENT PROVISIONS"

1. **Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-service storage space (1001 ") from Bearcat Storage - Burlington Storage (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 hereafter unless terminated, as provided for in Provisions 5, 21, or 22. Operator may increase Rent or other fees and charges for the Leased Space with Thirty (30) days advance notice to Occupant. **A One (1) full calendar month minimum rental is required. Rent is non-refundable.**

2. **Rent is Due on the First Day of Each Month:** Monthly Rent, in the amount stated above in the Terms and Conditions and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, disposal, damages to the Leased Space or Facility, and other unpaid fees or charges (collectively "Rent"), shall be payable monthly to Operator in advance, without demand or notice, on the First Day of each month during the Term of this Rental Agreement and any extensions or renewals. If this Rental Agreement is executed on a date other than the First Day of the month, then Occupant has paid prorated Rent for the balance of the month ("Initial Term"). Checks are not accepted for the Initial Term payment to the Facility. The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as "Next Payment Due 1<sup>st</sup> of." If this is not completed in the Terms and Conditions, then it will appear on the Occupant's receipt. All renewals and extensions, along with the Initial Term are collectively the "Term". Occupant agrees to pay Rent: in person at the Facility Address; via mail to the Facility Address; via Operator's payment slot at the Facility "Drop Slot"; or with a credit/debit card which may be used the following ways: in person at the Office Address; by calling the Facility Office; by Operator's secure payment portal "Website" at [www.bearcatburlington.com](http://www.bearcatburlington.com); or by advance written authorization described in Summary Term "G". **Occupant shall not mail Rent**

Contract # 23007



in the form of cash to the Facility Address or place cash in the Drop Slot. Occupant shall also not place any change of address in any Drop Slot. It is expressly agreed that Operator does not send monthly invoices. Any invoice emailed is solely sent as a courtesy. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. All payments received will be applied first to fees and charges due and owing, then to any Additional Rent, then to the oldest outstanding Rent obligation. Any Rent payment made by the Website, must be in the full amount due at the time of payment. If less than full payment is made on the Website, 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 Website. Notice: access to pay by Operator's Website is disabled once Occupant is Forty (40) days late. No personal checks will be accepted once Occupant is Forty (40) days late. Operator shall also require payments of Rent to be in the form of cash, money order, MoneyGram, cash, or cashier's check in the event Occupant has any payment due Operator returned for any reason, including insufficient funds, or credit/debit card charge back. If Occupant has One (1) check returned to Operator for any reason, Operator shall not accept checks from Occupant. All delinquencies once Occupant is Forty (40) days delinquent, must be cured by money order, MoneyGram, cash, or cashier's check and no payments of any kind can be made within Seventy-Two (72) hours of a lien sale unless said payment is made directly in hand, to the Operator's Representative, at the Facility Office Address, by cash, money order, MoneyGram, or cashier's check, during office hours listed in the Rules and Regulations.

3. **Credit/Debit Card Authorization for Payment of Rent and Other Charges:** By providing credit card information, Occupant has authorized Operator to automatically charge the credit/debit card listed in Terms and Conditions "G" (which is owned by the Occupant or upon which Occupant has authority to charge) on the First Day of the month, or as soon as reasonably practicable thereafter, in the amount stated as Rent and Additional Rent for each month Occupant continues to occupy the Leased 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, or other charges due to Operator, Operator may charge the credit/debit card listed, any sum due and owing upon termination. The authorization to charge Rent or other charges to the credit/debit card shall survive if any sums are due and owing at the time of the termination of the charge authorization or the termination of the Rental Agreement. Credit/debit card payments are not accepted under any circumstance once Occupant is Forty (40) days delinquent. It is Occupant's responsibility to notify Operator of any new or updated account information or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Occupant shall be charged late fees and other Default charges if the credit/debit card payment is not approved by Occupant's bank/credit/debit card provider.

4. **Administration Fee:** Contemporaneously with the execution of the Rental Agreement Occupant has paid to Operator 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 Rental Agreement. This Administration Fee is non-refundable under any circumstances.

5. **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). Operator may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the Term. Operator may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Facility, or if Occupant's Leased Space becomes infested, if Occupant or Occupant's guests or invitees are interfering with the Operator's operation of the Facility, or if Occupant, or Occupant's guests are residing in the Leased Space. No refunds of partial months are made if Occupant vacates the Leased Space before the end of the Term. The Leased Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or Rent will continue to accrue), and the Occupant's lock must be removed. Keeping Occupant's lock on the Leased Space or keeping any Personal Property in the Leased Space past the end of any Term shall result in another month of Rent being charged, no matter how early Occupant vacates in the next month. Occupant shall fully vacate by the date stated in Occupant's or Operator's Notice. Operator charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Leased Space, minimum one (1) hour, plus costs including any disposal fees, if Operator must remove Personal Property and/or clean the Leased Space.

6. **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 Operator. If Occupant is in Default, the following fees shall be charged:

**Default Fees**

Late Fee (on the 5<sup>th</sup> day after Rent is due)

\$10.00 Charged each month Rent is late

Overlock fee (on the 16<sup>th</sup> day after Rent is due)

\$10.00 Charged each month Rent is due

Lock Cut & Inspection/Photos

\$85.00

**Other Charges & Fees**

NSF/Returned Check Fee

\$35.00 + Applicable late fees + bank charges

Cleaning Fee (1 hour minimum)

\$50.00 per hour + disposal fees

Lock Cut Fee (at Occupant's request)

\$30.00 + must provide a new lock

Eviction Notice/Filing Fee in Lieu of Sale

\$250.00 + court costs

For the purpose of determining if Rent is paid on time, by mail, the date the payment is received at the Facility Address, not the postmark date is used. All other payments of Rent are considered received on that business day (before 5:30 PM) not when the Rent is delivered or processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid on the date due, Occupant is in Default and the Operator may begin enforcement of Operator's lien against Occupant's Personal Property. Additionally, Operator may outsource the preparation and sending of late and lien notices in the event of Occupant Default. In such instances, a lien notice outsourcing fee listed above shall be imposed on the date the late notice is sent. Occupant shall pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Operator, Operator's collection of any amount owed by the Occupant, or the exercise of any remedy by Operator 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. Operator may send unpaid balances to an outside collection agency and Occupant shall be liable for the outside collection agency fees and costs charged to Operator. Occupant shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Operator's rights or Occupant's responsibilities under this Rental Agreement. Occupant shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Operator's rights or Occupant's responsibilities under this Rental Agreement.

7. **Use of the Leased Space and Prohibited Storage:** Operator is not a warehouseman engaged in the business of storing goods for hire. Operator shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. No bailment of Personal Property by Operator is intended or implied by this Rental Agreement. The Leased Space shall be used and occupied only for the storing of Personal Property owned by Occupant. All Personal Property stored by Occupant within the Leased Space shall be at Occupant's sole risk. Occupant shall not store antiques, artworks, heirlooms, collectibles or any Personal Property having special or sentimental value to Occupant. The Leased Space is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value. Occupant shall not store cash, cash equivalencies, and negotiable instruments or any other items that can be converted to money. Occupant waives any claim for emotional or sentimental attachment to Occupant's Personal Property. No Vehicles shall be parked in the drive aisles, except to load and unload. Occupant shall keep the Leased Space in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not make any additions or modification to the Leased Space and shall not drill into or attach anything to the walls, floor or ceiling of the Leased Space and shall not commit waste in the Leased Space. Firearms and ammunition are prohibited in the Leased Space or at the Facility. Contraband of any kind is prohibited in the Leased Space or at the Facility. Marijuana may not be used,



stored or grown, even if Occupant has a prescription to use or permit to grow or sell marijuana. No storage or consumption of alcohol in the Leased Space at the Facility. No Personal Property shall be stored which can be affected by fluctuations in temperature or humidity in the Leased Space. The Leased Space is to be used only for storage of Personal Property, not for exhibition, rehearsal Leased Space, for an audience, or any other activity that is not related to storage of Property. Occupant shall not use the Leased Space for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Leased Space for the use or storage of any food (without Operator's written approval); animal feed (including seed); store or release any explosives; fireworks; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a foul odor when exposed to moisture or are damaged by moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Leased Space which produces or releases such prohibited materials. The storage and charging of lithium batteries is prohibited. Occupant shall not use the Leased Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Leased Space and in such case Occupant shall store the Personal Property with less than 1/8 tank of fuel 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 Leased Space. No fuel canisters shall be stored in the Leased Space. A Vehicle Storage Addendum must be completed, accepted, and executed by Operator for any "titled" vehicle stored in the Leased Space. Occupant shall not live or sleep in the Leased Space or Facility, nor shall animals be permitted to be stored in the Leased Space or Facility. Occupant shall not use the Leased Space or Facility for the purpose of establishing or assigning a legal address in order to obtain an occupation license or other governmental permit, or business license, nor as a legal address for residential purposes.

Occupant shall further, not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator. 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 fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, 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.

**8. Limitation on Value of Personal Property:** Occupant agrees not to store Personal Property in the Leased Space with a total value in excess of Two Thousand Dollars (\$2,000.00) the "Value Limit" without the prior written permission of the Operator. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed the Value Limit. By this Rental Agreement, Operator is generally not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Operator 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 Operator for additional consideration if so requested by Occupant in writing to Operator within a reasonable period of time after the commencement of the Rental Agreement, see Operator 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 Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of the Value Limit, for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Operator or Operator's agents. Occupant will not sue Operator or Operator'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 8 and 9, Operator does not concern itself with the type, quantity, or quality of the Personal Property stored.

**9. Damages:** Occupant shall be responsible to Operator for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Leased Space, use of the Leased 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 Operator 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.

**10. Insurance and Security Type Systems:** Occupant agrees, at Occupant's sole expense, to maintain contents insurance on all Personal Property stored in the Leased Space with actual cash value coverage against all perils, fire, extended coverage, endorsement, burglary, vandalism, and malicious mischief. Occupant may meet this obligation by enrolling in a Protection Plan at a minimum of Two Thousand (\$2,000.00) Dollar level at the Facility. This Protection Plan provides contents only coverage up to Two Thousand Dollars (\$2,000.00), which premium shall be paid with Rent. Occupant's failure to pay Rent or the premium on the Protection Plan shall cancel the Protection Plan and shall mean that Occupant shall assume all risk of loss or damage and is an event of Default under the Rental Agreement. In the case where Occupant accepts and pays for the Protection Plan, Operator then assumes liability for losses and damage to the Occupant's Personal Property to the limits of the Protection Plan, subject to exclusions and limitations which are disclosed in the Protection Plan document provided to Occupant upon enrollment. Occupant is encouraged to review the terms, conditions, limitations and exclusions of the Protection Plan. Occupant may opt to purchase a higher level of coverage Protection Plan from the Operator. Operator employs certain measures to protect Operator's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Operator shall not change Operator's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from Occupant's obligation of insuring Occupant's Personal Property. These Security Type Systems may include lighting, coded gate access, door alarms, fences and cameras. Check with the Facility Manager for the features available at this location. Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Leased Space. Video cameras, if any, may not be recorded or may not be continuously recording 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 Leased Space.

**11. Access:** Occupant's access to the Leased Space and the Facility may be limited as reasonably deemed necessary by Operator, 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 or all of the Facility for adverse weather conditions, Emergencies, catastrophes, power outages, evacuation orders, or repairs, maintenance, and any other reasons deemed necessary by Operator. These denials of access shall not represent an Event of Default by Operator or the Facility. Operator may change the regular times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility or the Facility Office, or Operator's website, or mailed to Occupant. In the event of an Emergency or catastrophe at or around the Facility, Operator may require Occupant enter only when escorted by Operator's employees or agents or Operator may deny access to the Leased Space and Facility. Operator shall not be liable for Occupant's inability to enter the Facility or Leased Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant.

**12. Temperature Control:** Kentucky law does not define the term "Climate Controlled" or "Temperature Controlled". Operator in various materials, including advertising, may refer to the Leased Space as Climate Controlled. Operator does not control the climate and only controls the temperature of the building containing the Leased Space. This Provision defines the responsibilities of Operator for providing temperature control to the Leased Space. This Provision and the responsibility to provide temperature control applies only if so indicated as a Temperature Controlled Leased Space in the Summary of Terms and Conditions section. Operator provides both heating and air conditioning to the building containing the Leased Space. It is agreed that Operator



shall use all reasonable efforts to maintain a temperature in the building containing the Temperature Controlled Leased Space by heating to no less than Fifty degrees (50°) Fahrenheit in the Winter and by cooling the Leased Space to no more than Eighty degrees (80°) Fahrenheit in the Summer. 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 extreme weather conditions, that the temperature may deviate from the desired temperature minimum or maximum and Occupant understands that heating and air conditioning systems and their power sources are not redundant. Further, the temperature in the building containing the Leased Space may vary from the actual temperature of the Leased Space. Occupant agrees to release Operator 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 Operator's direct control.

13. **Humidity in the Leased Space:** Operator does not represent that the Leased Space is humidity controlled and does not warrant or represent that a minimum or maximum humidity will be maintained at any time during the term.

14. **Mold:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's Personal Property in any Leased Space rented. Operator does not warrant the Leased Space to be water-tight or dry. Operator 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, Operator recommends storing Personal Property off the concrete floor, such as on pallets or shelves (do not attach to the Leased Space), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Leased Space. Occupant understands that any Personal Property brought into the Leased Space that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Leased Space. Occupant shall periodically inspect the Leased Space and the Personal Property and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

15. **Locked Leased Space; Storage Occupant's Risk; Abandonment:** Occupant is required to keep the Leased Space locked using a lock deemed by Occupant to be suitable for the function of self-service storage. Operator strongly recommends Occupant use a disc lock. Operator may provide a disc lock at rental of the Leased Space. If a lock is provided, Lessee may use any other disc lock desired. Operator shall not be required to provide another lock if the original lock becomes defeated, removed, lost, cut or defective. Operator does not maintain a key to any lock used by Occupant. Occupant shall lock the Leased Space at all times except when accessing the Leased Space. Occupant shall not use any hasp or sliding device for an additional lock, the second hasp, if any, is reserved for Operator's use. Any additional lock on the Leased Space shall be removed and Operator shall charge a Fifty (\$50.00) Dollar lock removal charge. If a lock is removed as a result of a Default by Occupant, or if Operator finds an occupied Leased Space without a lock or incorrectly locked, if a lock is removed for an inventory or sale, or if a lock is removed or in Emergency or non-Emergency entry, or for any other reason described in this Rental Agreement, Operator will notify Occupant, and Operator may, but is not required to, lock the Leased Space with Operator's lock at Occupant's expense. If Operator chooses to re-secure the Leased Space, and Occupant does not replace the lock, then after Five (5) days, Operator shall put a new lock on the Leased Space and charge Occupant's account for the lock at prevailing charges. The keys will be mailed to Occupant's last known address. If the Leased Space is not locked, Occupant is delinquent in Rent, and Operator determines the items contained in the Leased Space have no marketable value (under \$100.00) Operator may consider the Leased Space abandoned and dispose or sell any or all Personal Property in the Leased Space.

16. **Release of Liability:** In the event Occupant has paid the Rent, including the Premium for the Protection Plan, then Operator accepts liability under the Protection Plan for certain covered losses up to the limits of liability described in the Protection Plan. See the Protection Plan document provided, or the Rental Agreement for Terms and Conditions, Limitations, and Exclusions from coverage. For any claim or loss beyond the accepted limits of the Protection Plan; for losses not covered by or excluded from the Protection Plan; in the event Occupant provides coverage of insurance paid for by Occupant; or if Occupant is in Default of this Rental Agreement, including but not exclusively by not paying all or part of the Rent, including Additional Rent for the Protection Plan premium, then Occupant releases Operator, Operator's 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 Operator, Operator's employees, or agents, whenever such loss occurs in the Leased Space or at the Facility.

Occupant further releases Operator, Operator's 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 Occupant's use of the Leased Space and Facility.

Occupant understands that this Release of Operator's liability or partial release of liability under the Protection Plan, is a bargained for condition of this Rental Agreement and Operator's consent to enter into this Rental Agreement, and that if Operator were not released from the liability as set forth in Provisions 16 and 17, a much higher Rent would have to be agreed upon or Operator would not enter into this Rental Agreement.

17. **Indemnification; Subrogation:** Occupant agrees to waive and have Occupant's insurer waive any right of subrogation of any claim of Occupant against Operator, its employees, or agents. Occupant agrees to indemnify, defend and hold Operator 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 the use of the Leased Space and Facility by Occupant, Occupant's invitees, and guests, or to any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests. Occupant shall also pay Operator for all of Operator's attorney fees incurred in enforcing any obligation under this Provision #17. Occupant's obligation to indemnify Operator specifically applies to any violation by Occupant of the Operator's environmental conditions and restrictions resulting in damages caused by Occupant, its invitees or guests, regardless of any negligence on the part of Occupant.

18. **Operator May Enter:** Operator, and Operator's 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 Leased Space, without notice to Occupant, to take such action as may be necessary to preserve Operator'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 Operator'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 stored at the Facility. Operator shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Leased Space with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Operator's Personal Property (the "Work"). Operator 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 Operator access, Operator 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 15. Occupant is notified that Operator complies with all search warrants and subpoenas for Occupant information.

19. **Responsibility to Inspect the Leased Space.** Occupant shall immediately notify Operator 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 Leased Space or emanating spreading from or through any other the Leased Space. Upon receipt of such notification, or should Operator become aware of such conditions, Operator may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Leased Space without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Leased Space or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Operator in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent.



Further, Occupant has inspected the Leased Space and this Rental Agreement and agrees that the Leased Space number provided on the Rental Agreement matches the Leased Space number on the door or wall of the Leased Space rented and inspected by Occupant.

**20. Operator's Lien:** The Operator of a self-service storage facility has a lien on all personal property located at the self-service storage facility for rent, labor or other charges, present and 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 Kentucky Self-Service Storage Facility Act, of 1988 KRS Title 29 Chapter 359 Section 200 et seq.

Explanation: The Occupant's Property may be sold or otherwise disposed of if Occupant Defaults in any of Occupant's obligations, particularly the obligation to pay Rent and other charges on time and in full; under this Rental Agreement.

**21. Defaults; Operator Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Operator 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 Operator for cause, Operator may: (i) deactivate the gate access immediately upon Default; (ii) overlock or otherwise place a device to prevent Occupant's access to the Leased Space, once Occupant is in Default for Fifteen(15) days, the placement of Operator's overlock or other deactivation device, along with any written notice sent to Occupant, shall serve as constructive notice that Operator has not received Rent from Occupant for the current term; (iii) remove Occupant's lock and access the Leased Space; however, rent and other charges shall continue to accrue after overlock or lock removal until the Leased Space is sold or Occupant cures the Default; (iv) inventory and/or take possession if desired, of the Personal Property located in the Leased Space; (v) sell or dispose of the Personal Property in the Leased Space as permitted by law, but no sooner than Forty Five (45) days late; 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 Operator, and shall not constitute Operator 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 Operator's lock, Operator is not required to remove the overlock or take off Operator's lock (after lock cut) until up to Three (3) business days after payment has been made in full. Occupant may pay for a faster overlock removal if it is necessary, for a fee to be paid upon request. Operator reserves the right not to remove its replacement lock until Occupant is present and replaces the lock with Occupant's own new lock, or Operator in its sole discretion can remove its lock leaving the Leased Space unlocked. In any case Operator shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Leased Space after late payment arising from failure to immediately remove Operator's lock or overlock. In the event of Default, Occupant forfeits any concessions received and rent for the Leased Space shall automatically increase to the current market rate.

All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

**22. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Operator 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 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 Operator shall be mailed by first class U.S. mail, postage pre-paid, to Operator, at the Office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Operator in writing, via certified mail return receipt requested to the Facility Address; or via a nationally recognized overnight carrier with signature confirmation; or via Operator's secure Website; or in person, on a form prescribed by Operator, of any change in Occupant's address, or email address.

**23. Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.

**24. Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Leased Space without the prior written consent of Operator. Operator may assign this Rental Agreement and upon assignment Operator shall be released from all obligations to Occupant under this Rental Agreement. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**25. Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws provisions. Operator 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. Operator and Occupant further agree that the Federal or State courts in the County in Kentucky where the Facility is located 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.

**26. 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 Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.

**27. 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 Operator and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Operator and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Operator's right to conduct a lien sale, declare an abandonment, tow any vehicle stored; 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 ("Excluded Claims"); between or involving Operator 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, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant located within Fifteen (15) miles of the Facility. In the mediation, Operator 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, Operator 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 Operator 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.

**28. Agreement to Arbitrate:** In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Facility and its management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. 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 Occupant and Operator.



29. **Class Action Waiver:** Except for any Excluded Claims, any dispute, claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Occupant and Operator, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Operator's and/or Occupant individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as ("Class Action"). Operator and Occupant expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Operator and Occupant. With respect to any such claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Operator and/or Occupant and solely in each of the respective individual capacities of Operator and Occupant. Any claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Operator and Occupant each understand and Operator and Occupant each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may be a party to a Class Action.

30. **Operator's Employees:** In the event Occupant requests any of Operator'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 Operator for any loss, charge or injury Occupant may suffer related to the use of Operator's employees. Occupant further agrees that Occupant's interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.

31. **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.

32. **Occupant's Acceptance of the Leased Space "AS IS":** Occupant inspected or had the right to inspect the Leased Space and Facility before signing this Rental Agreement and finds the Leased Space to be suitable for the purpose for which Occupant rents such Leased Space and accepts the same "as is." Operator makes no express warranties. Operator 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 Operator's Agents have no authority to make warranties, express or implied.

33. **The Leased Space:** By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator or any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Leased Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Leased Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Leased Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Leased Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Leased Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Release and Discharge Operator from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant's having agreed to the terms of this Provision and the Waiver and Release contained herein.

34. **Loitering:** The purpose of this Rental Agreement is for renting Leased Space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Leased Space at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Leased Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.

35. **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 Ten (10) 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.

36. **Exclusion of all Warranties:** The agents and employees of Operator are not authorized to make warranties about the Leased Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OPERATOR'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 Leased Space and the Facility, and that Occupant accepts such Leased 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 (Seven pages) and agree(s) to be bound by its terms and condition.

## **RULES AND REGULATIONS**

These Rules and Regulations apply to a certain Rental Agreement by and between Owner and Occupant as dated below. The Rules and Regulations of the Facility have been provided to the Occupant and are incorporated to the Rental Agreement by reference. Owner may change the Rules and Regulations at Owner's sole discretion. Occupant's payment of monthly Rent for the next following period constitutes acceptance of these changes.

- (1) Office Hours 9:00 a.m. to 5:30 p.m., Monday through Friday and 9:00 a.m. to 4:00 p.m. on Saturday. Weekdays closed 1-2PM
- (2) The office is closed on Sundays and all major holidays.
- (3) Gate hours are: 24 hours 7 days a week.
- (4) No storage of food at the Facility.
- (5) Do not connect refrigerators, freezers, or any items, other than lights to electric outlets. The electricity could be turned off at any time and you must have written permission to use Owner's electricity. No items left plugged into outlets while not on



site.

- (6) No open flame of any type, such as; camping equipment, cutting torches, candles, etc. are allowed in the Storage Space.
- (7) Remove all trash and unwanted items in your Storage Space. Do not put any unwanted items in unrented space(s). If items are left on Bearcat Storage property a removal fee of up to \$200 will be charged.
- (8) No work may be performed on any motor vehicle on in the Storage Space or at the Facility including no changing of oil, antifreeze or other fluids of such vehicles.
- (9) Upon vacating the Storage Space, the space must be swept out and Occupant will remove his/her lock and notify the Owner that Occupant has fully and finally vacated the Storage Space.
- (10) No loitering at the Facility. Anything more than 3 hours onsite is considered loitering.
- (11) No animals, except for service and companion animals, are permitted on the Facility. Occupant is responsible for keeping all animals on leashes, and cleaning up after animals.
- (12) No illegal drugs or other contraband may be used, grown, or stored in the Storage Space.

The undersigned hereby acknowledges that Bearcat Burlington has read and understands this Rental Agreement and rules and regulations in its entirety and agree(s) to be bound by its terms and condition.

Signature: \_\_\_\_\_ Jim Stinnett \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_ December 16, 2022 \_\_\_\_\_

Date Signed: \_\_\_\_\_ December 16, 2022 \_\_\_\_\_

***This is not a contract of insurance and the facility Owner is not an insurance company***

## Protection Plan Addendum to Self Service Storage Rental Agreement

Tenant: Bearcat Burlington

Unit #: 1001

Date: July 23, 2021

Pursuant to the terms and conditions of your Rental Agreement, ("Owner") is not liable for the loss of or damage to its Tenant's stored goods. As the Tenant, your goods are stored at your sole risk and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan ("Protection Plan"). The Protection Plan provides an option that may not require you to insure your stored goods and offers reimbursement to you for certain losses.

Protection Plan Limit selected: 0.00

Additional Rent: 0.00

The Protection Plan Limit cannot exceed \$10,000 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your Rental Agreement up to the Protection Plan Limit indicated above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or as a result of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise ONLY IF Owner is negligent or breaches some other duty to you as Tenant AND you suffer a loss.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the Protection Plan Limit initialed above. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the Protection Plan Limit agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason.

3. Goods Not Covered under the Protection Plan: The Owner will not pay for loss of or damage to: property in the open and not in an enclosed storage space, except as provided for above, accounts bills, currency, data, documents, records, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps; bullion, gold, goldware, gold plated ware, silver, silverware, platinum or other precious metals or alloys, and photographic equipment; furs, fur garments and garments trimmed with fur; antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like; aircraft; firearms; contraband or other property held for, or in the course of, illegal transportation, sale, or trade; livestock, animals, birds or fish; explosives and flammables; valuable papers and records, including those which exist as electronic data and photographs. Property owned by any person other than Tenant.

4. Losses Not Covered under the Protection Plan:

A. Owner will not pay for a loss caused directly or indirectly by any of the following:



1. Any fraudulent or illegal act by Tenant.
2. Any and all liability or obligations extending to anyone other than the Tenant.
3. Any consequential, punitive, exemplary, or extra-contractual damages.
4. Any loss occurring prior to the effective date of this Addendum.
5. Any loss arising directly or indirectly out of war, including undeclared war; or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
6. Nuclear reaction, nuclear radiation or radioactive, biological or chemical contamination, whether controlled or uncontrolled, and whether the perils insured against in this Policy directly or indirectly, proximately or remotely, or in whole or in part caused, contributed to, or aggravated such loss.

**B. Other losses not covered under this Agreement:**

1. Loss or damage to Tenant's stored goods caused by flood; surface water, underground water, storm, surge, waves, tides and tidal waves or overflow from any body of water or their spray, all whether driven by wind or not.
2. Presence, growth, proliferation, spread or any activity of mold, mildew, fungus, wet or dry rot or bacteria in excess of \$500.00.
3. Loss or damage resulting from unknown or mysterious causes.
4. Delay, loss of use, loss of market or consequential loss of any kind or description.
5. Any governmental action, seizure or destruction of Unit Contents by order of governmental authority. This exclusion does not apply to acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if loss caused by that fire would be covered under this Protection Plan.
6. Moths, insects, rodents or vermin damage in excess of \$500.
7. Loss of data records other than the cost of blank data carrying materials.
8. Earthquake and volcanic eruption, meaning earthquake shocks or the eruption, explosion, or effusion of a volcano. Loss by volcanic action does not include loss to Unit Contents by fire or any cost to remove ash, dust or particulate matter.
9. Loss from theft without visible signs of forced entry into a locked space and accompanied by a police report.
10. Wear and tear of stored property that causes property to damage or destroy itself, or its gradual deterioration.

5. The Amount Owner Will Pay if there is a Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible and where it is economical to do so. In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the Protection Plan Limit.

- a. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s)
- b. Documents: Where there is loss of or damage to documents, Owner will pay the reasonable costs of reprinting and/or reasonable costs of reissue and or reconstitution including, where applicable fresh research or exploration to obtain essential information.

6. Termination: This Protection Plan may be canceled by Owner upon thirty (30) days' written notice to you (unless terminated earlier by rent non-payment).

7. Time Limit for Notice: Notice of loss and/or damage must be made to Owner at the time of the discovery of loss or damage to your property or at the time of the removal of your property from the unit, whichever is the soonest.

8. Modifications to Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of Owner upon thirty (30) days' prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner ten (10) days' prior written notice of termination after receiving notice of the change. If the Tenant purchases a Protection Plan the next month, the change shall become effective on the date stated in the Owner's notice and shall apply thereafter. Tenant is obligated to notify Owner if there is any change to the Protection Plan Limit otherwise Tenant warrants that the value is accurate.

9. Cooperation: As a condition to any payment under the Protection Plan, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant's alleged loss or damage. Cooperation includes, but is not limited to: notifying the police in the event of a burglary or other violation of law; providing prompt written notice of the loss or damage to the Owner, including a description and details of the loss; taking reasonable steps to protect the stored goods from further damage; providing a written inventory of the damaged stored goods including a description, age and replacement cost of the damaged stored goods; allowing inspection of the damaged stored goods; completing a sworn proof of loss within thirty (30) days of a request for proof of loss by the Owner; meeting with representatives as necessary; and any other duties as requested by Owner and its representatives during the investigation or settlement of any loss or damage to the stored goods. Owner will not assume any liability for loss of or damage to the stored goods if Tenant has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which protection is sought under the Protection Plan.

10. Time to Bring Claim or Suit: Tenant shall submit any claim for loss of or damage to Unit Contents to Owner within one (1) year after the claim arose. Any lawsuit or arbitration to require payment under this Agreement must be commenced within one (1) year after the loss of or damage to the Unit Contents.



11. Telephone Communications: Tenant agrees that Owner and Owner's employees, agents, vendors, and contractors may call or send recurring text messages to Tenant by telephone (including, without limitation, through the use of prerecorded/artificial voice messages and/or automatic telephone dialing system) with marketing communications at the telephone number provided by Tenant. Tenant's consent is not a condition of purchasing any goods or services. In the case of text messages, message and data rates may apply. Tenant may revoke consent at any time by providing notice to Owner by following any instructions which may be contained in a call or text message.

12. Binding Arbitration: In the event of a dispute arising under or relating to this Agreement, such dispute will be finally and exclusively resolved by binding arbitration. NEITHER TENANT NOR OWNER PARTIES SHALL HAVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR TO HAVE THE CLAIM DECIDED BY A JUDGE OR JURY. DISCOVERY RIGHTS, SUCH AS EACH PARTY'S RIGHT TO THE EXCHANGE OF PREHEARING INFORMATION OR PREHEARING TAKING OF SWORN TESTIMONY, MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a single neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and, where appropriate, the AAA's Consumer Arbitration Rules, both of which are available at the AAA website [www.adr.org](http://www.adr.org). Arbitration shall be commenced by making written demand on the other party by certified mail. The demanding party must provide the other party with 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 arbitration may be conducted in person, through the submission of documents, by phone or online. If conducted in person, the arbitration shall take place in the jurisdiction where the facility is located. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The Federal Arbitration Act and federal arbitration law apply to this agreement. Each party shall bear its own costs and fees, including but not limited to witness and attorneys' fees, involved in the arbitration, with the exception of the arbitrator's fees and expenses which shall be shared and borne equally by the Owner and Tenant. If the Tenant demonstrates an inability to pay their one-half share of the arbitration costs, then the Owner agrees to pay the full share of such costs, which expressly excludes witnesses and attorney fees' or other costs incurred by the Tenant for their own benefit.

13. Class Action Waiver: Any arbitration or proceeding shall be limited to the dispute between Owner and Tenant individually. To the full extent permitted by law, (1) no arbitration or proceeding shall be joined with any other; (2) there shall be no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (3) there shall be no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. TENANT AGREES THAT TENANT MAY BRING CLAIMS AGAINST OWNER ONLY IN TENANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

14. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this Addendum are in effect and binding on both Owner and you and are incorporated by reference herein.

NOTICE: This is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this addendum. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this Protection Plan.

By initialing here, Tenant acknowledges that Tenant understands the provisions of this protection plan addendum and agrees to these provisions and that Tenant has elected to participate in the Protection Plan and Tenant's participation in such plan is voluntary. Tenant may decline participation by visiting your store manager and providing proof of alternative private coverage.

TENANT:

OWNER:

DATE:

Bearcat Burlington  
Print your name

Jim Stinnett

July 23, 2021  
Manager/Owner's Agent

Sign your name



**From:** Wiebe, Karen <[karen.wiebe@boone.kyschools.us](mailto:karen.wiebe@boone.kyschools.us)>

**Sent:** Monday, December 12, 2022 10:19 AM

**To:** Wilson, Michael (RCHS) <[michael.wilson@boone.kyschools.us](mailto:michael.wilson@boone.kyschools.us)>

**Subject:** Storage Units for Drama Club

We contacted Bearcat Storage in Burlington. They are \$2530 for 2 10 x 10 units for the year. That includes insurance. The insurance is for the items in the unit. We either need to provide proof of insurance or use theirs.

They are also \$122 a month if we want month-to-month. They have a few drive-up units, but they also have other units as well.

I'm not sure what other information you need. Let me know and I can work on it.