CUBESMART self storage

Effective Date: 02/02/2018

FLORIDA SELF-STORAGE RENTAL AGREEMENT ("AGREEMENT")

A. BASIC INFORMATION:

CUSTOMER'S INFORMATION:

Name ("Customer"): North Florida Area Conference
Date of Birth: [redacted]
Address: [redacted]

Phone Number: [redacted]
Alternate Phone Number: [redacted]
E-Mail Address *(Customer agrees that **all** notices may be sent to this e-mail address):* archivist@aanorthflorida.org

Last 4 Digits of Driver's License Number: 9 6 5 0
DL State: FL DL Expiration Date: 12/2022
Military Member: ☐ Yes ☑ No

Customer represents and warrants that no party has a lien on or security interest in the items stored in the Cube; except for the following "Lienholders" (*if blank then no Lienholders; contact Owner immediately of any additional Lienholders*):

1) Lienholder Name:
Lienholder Address:
2) Lienholder Name:
Lienholder Address:

OWNER'S INFORMATION:

Name: CubeSmart Management, LLC, as "Agent" for the Owner of the Store ("Owner")
Phone Number: (407)647-7733
E-Mail Address: STORE0858@CUBESMART.COM
Notice & Rent Payment Address ("Owner Address"): 6875 University Boulevard, Winter Park, 32792

RENTAL INFORMATION:

Storage Cube Number ("Cube"): 1035
Store Address ("Store"): 6875 University Boulevard Winter Park FL 32792
Move-In Promotion, if any:

Cube Designation (**size is approximate**): 10 x 10 - CC
Rental Term ("Term"): Month to Month starting on the Effective Date
Monthly Rent Due Date: On or before the 01 day of each month
Monthly Rent Amount ("Monthly Rent"): $ $116.10
Monthly Insurance Fee, if any: $ $12.00
Monthly Invoice Fee, if any: $ $0.00

Total Monthly Amount Due (plus any taxes): $ $128.10

FEES:

Administrative Rental Fee:	$24.00 at signing.
Administrative Invoice Fee:	$1.00 per month on the Monthly Rent Due Date.
Administrative Lien Fee:	$110.00 if Owner does not receive rent by the 30th day after it became due.

Insufficient Funds Fee:	$30.00 if a check, ACH, credit card, or other payment is reversed, returned, or refused.
Late Fee:	Greater of $20.00 or 20% of the Monthly Rent if Owner does not receive rent by the 6th day after it became due.

B. TERMS AND CONDITIONS

This Agreement includes Section A, Section B, and the Rules and Regulations located at https://www.cubesmart.com/legal/rulesandregulations/. Customer is referred to as "I", "Me", "Myself" or "My" below. I, the Customer, promise, acknowledge, and agree as follows:

a. Cube. I rent the Cube ("Cube") for the Term in "as-is" condition. I will store only My personal property (called "Cube Contents") in the Cube with an aggregate value of no more than $5,000. I will not use the Cube for residential purposes or any other prohibited uses. If I or My guest damages the Cube or the Store, I will immediately pay to Owner the costs to repair the damage. I am solely responsible for locking the Cube and securing the Cube Contents. In an emergency, Owner may relocate the Cube Contents to a different space and I will rent that space as the Cube under this Agreement. Owner may access the Cube for inspections, repairs, or maintenance. Except in an emergency, I will receive advance notice of Owner's intent to access the Cube and, if I do not provide access within 5 days, Owner may remove the lock and access the Cube without me. Owner does not assume custody of, or control over, the Cube Contents even if Owner enters the Cube or denies Me access to the Cube.

b. Rent & Fees. I will pay the Monthly Rent and any tax or assessment levied on the Monthly Rent in advance, without demand, setoff or reduction, on each Monthly Rent Due Date shown in Section A. I will pay the Fees shown in Section A when due. I agree that the Fees are reasonable, are not a penalty, and are agreed upon because it is difficult to calculate the administrative costs or damages that Owner will incur due to My Cube rental or default. Endorsements or instructions on or accompanying any rent payment are void. I am an authorized user of, and I authorize the Owner Parties to charge rent to, any credit card, debit card, or other payment method enrolled in Owner's "auto pay" program (called "Payment Method"). I may withdraw this authorization by notifying Owner in writing at least 10 days before any rent is due. Owner may cancel My enrollment in an "auto pay" program and refuse to accept the Payment Method at any time.

c. Lease Changes & Termination. Owner may change the terms of this Agreement by notifying me 30 days in advance. My use of the Cube after this 30 day period expires is My acceptance of those changes. Either I or Owner may terminate this Agreement at any time. If I terminate this Agreement before the end of a monthly Term, I will not receive a rent refund. Before this Agreement terminates, I will remove all Cube Contents from the Cube and leave the Cube in the same condition it was in on the Effective Date, subject to reasonable wear and tear. I will

be in default of this Agreement if I do not vacate and surrender the Cube as described above and, in addition to Owner's other remedies, Owner may (1) consider any remaining Cube Contents abandoned and dispose of them at My cost; (2) repair any damage to the Cube at My cost; and/or (3) consider Me to be in "holdover" and immediately increase the Monthly Rent by 200%.

d. Default. I will be in default of this Agreement if Owner does not receive any rent when due, or if I violate any of the other terms of this Agreement. If I am in default, Owner may: (1) terminate this Agreement, (2) exercise any rights or remedies under this Agreement, at law, or in equity, and/or (3) deactivate My gate code, if any, and, if My default continues for 5 days, deny me access to the Cube. I will immediately pay to Owner any attorneys' fees, court costs, or other expenses incurred by Owner in connection with My default.

e. **Owner's Statutory Lien. UNDER THE SELF STORAGE FACILITY ACT, OWNER HAS A LIEN ON ALL CUBE CONTENTS, WHETHER OR NOT OWNED BY ME, FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE CUBE CONTENTS, AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE CUBE CONTENTS, OR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE CUBE CONTENTS. THE CUBE CONTENTS MAY BE SOLD TO SATISFY ALL OR PART OF OWNER'S LIEN IF I AM IN DEFAULT OF THIS AGREEMENT.** If a published advertisement of the sale is required, owner may meet this requirement by posting an advertisement on owner's website, www.cubesmart.com or www.cubesmart.com/storage-auctions/.

f. **Insurance. I BEAR THE ENTIRE RISK OF LOSS FOR THE CUBE CONTENTS. I WILL MAINTAIN INSURANCE FOR THE FULL REPLACEMENT VALUE OF THE CUBE CONTENTS. OWNER DOES NOT INSURE THE CUBE CONTENTS.** Any insurance fee collected in Section A includes the insurance costs and premiums charged by a third party insurance provider and an administrative fee payable to Owner Parties for administering the third party insurance program.

g. Waiver, Release, & Indemnity. I WAIVE, AND I RELEASE THE OWNER PARTIES FROM, ANY CLAIMS THAT I MAY HAVE IF THE CUBE CONTENTS ARE LOST, STOLEN, OR DAMAGED FOR ANY REASON (INCLUDING FIRE, WATER, ELEMENTS, ACTS OF GOD, THEFT, BURGLARY, VANDALISM, MYSTERIOUS DISAPPEARANCE, MOLD, MILDEW, RODENTS, OR INSECTS). I waive any right of subrogation that My insurance company may have against the Owner Parties, and I will cause My insurance policy to reflect this waiver. I will indemnify, defend, and hold harmless the Owner Parties from any Claims arising out of (1) the acts, omissions, negligence, or breach of this Agreement by Me or My guests, and (2) the loss, damage, or release of any Cube Contents including any private or personally identifiable information. "Owner Parties" refers to Owner, Agent, CubeSmart, L.P., and their officers, directors, employees, agents, subsidiaries, parents, affiliates, successors, and assigns. "Claims" refers to any claims, costs, liabilities, or damages (including indirect, incidental, special, or consequential), arising from strict liability, Owner's negligence, or otherwise. **OWNER AND I EACH WAIVE OUR RIGHTS TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT. OWNER AND I WAIVE AND RELEASE EACH OTHER FROM ALL CLAIMS FOR WHICH A LAWSUIT OR ACTION HAS NOT BEEN COMMENCED WITHIN 1 YEAR AFTER THE CLAIM AROSE.**

h. **Limitation of Liability & Warranties. THE OWNER PARTIES' MAXIMUM, AGGREGATE LIABILITY WITH RESPECT TO THE CUBE CONTENTS, IF ANY, IS $5,000. I WAIVE ANY RIGHT TO MAKE A CLAIM AGAINST THE OWNER PARTIES WITH RESPECT TO THE CUBE CONTENTS ABOVE $5,000 IN THE AGGREGATE.** Owner does not make and disclaims, and I waive, all warranties of any kind with respect to the Store, the Cube, Owner's services or any items sold at the Store.

i. Notices. Any notices that I send to Owner will be in writing and sent by certified mail to the Owner Address. Unless prohibited by the self-storage lien laws, Owner may send all notices to me (including default and lien sale notices) to My e-mail address in Section A. I will immediately send notice to Owner of any changes to My address, phone number, e-mail address or any other Basic Information in Section A. I release Owner from any Claims that may arise if I do not notify Owner of Basic Information changes.

j. Permission To Call & E-Mail. I entered into a business relationship with Owner, and I agree that Owner and Owner's employees, agents, vendors, and contractors may contact me by phone, e-mail, or otherwise with business related communications.

k. Customer's OFAC Representation and Warranty. I have been, and will continue to be, in compliance with U.S. Executive Order 13224 ("Order"). I am not a Blocked Person, Specially Designated National, Terrorist, Global Terrorist, part of a Foreign Terrorist Organization, Specially Designated Narcotics Trafficker, or otherwise included in the OFAC List, Order, or 31 CFR Ch V (Part 595) Appendix A.

l. Miscellaneous. This is the entire Agreement. This Agreement binds and inures to the benefit of Owner and Me and our successors, heirs, administrators, legal representatives, and permitted assigns, and is governed by the laws of the state where the Store is located. If any part of this Agreement is unenforceable or invalid, the remaining parts of this Agreement will remain enforceable and valid. As used in this Agreement, "rent" refers to Monthly Rent and all fees, charges, and other amounts that I must pay under this Agreement. I will not assign this Agreement or sublease the Cube. Owner may freely assign this Agreement. If Customer is a business, the person signing for Customer represents and warrants that he/she is authorized to sign, and to bind the business to, this Agreement.

m. 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 YOU NOR WE 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 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. 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 Florida. 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.

n. CLASS ACTION WAIVER: Any arbitration or proceeding shall be limited to the dispute between us and you 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. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

I and Owner, intending to be legally bound, sign this Agreement as of the Effective Date. **I MAY NOT STORE ITEMS IN THE CUBE WITH A TOTAL VALUE ABOVE $5,000. OWNER'S MAXIMUM LIABILITY FOR STORED ITEMS, IF ANY, IS $5,000.**

CUBESMART MANAGEMENT, LLC, as Owner's agent

By: /s/
Manager (*electronic signature*)

CUSTOMER

ADDENDUM TO FLORIDA SELF-STORAGE RENTAL AGREEMENT
(Mold/Moisture Disclosure Statement)

This Addendum to the Florida Self-Storage Rental Agreement is made and entered into this 02 day of 02, 2018, between CubeSmart Management, LLC ("CubeSmart"), as agent for the owner of the Store ("Owner") and North Florida Area Conference ("Customer") pertaining to the CubeSmart self-storage store located at Winter Park FL 32792, Florida in Storage Cube Number 1035 ("Premises").

Recent extreme weather conditions in Florida have or may contribute to the growth of naturally occurring microscopic organisms that may include growth commonly referred to as mold or mildew. Mold is a naturally occurring phenomenon. Mold and/ or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. In order for mold to grow, water and/or moisture must be present, which can include moisture or water contained in your personal property stored in the Premises. Building and building system controls may not prevent, inhibit or otherwise limit the growth of mold, mildew or other microscopic growths.

CUSTOMER AGREES to take precautions and act in a reasonable and prudent manner when storing personal property at the Premises. Such precautions and reasonable acts shall include, without limitation, storing the Customer's personal property in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. To not store or bring in to the Premises any personal property of any kind or type that is wet, moist, or otherwise impacted by moisture including without limitation rain, plumbing leaks, power failure, intentional or negligent acts, flood, stream or river waters, or any other matter whatsoever.
2. To keep their personal property free from dirt and debris that can harbor mold;
3. To not air dry wet clothes, household goods, furniture, linens, bedding, toys, merchandise, files, or any other personal property of any kind in the Premises;
4. To inspect their personal property regularly for the indications and sources of indoor moisture;
5. To immediately report to management any discoloration evidenced on their personal property or walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
6. To clean *upon first appearance*, any suspected mildew from condensation on or moisture contained in your personal property. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mildew in a sealed bag as directed by Management;
7. *TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY SUSPECTED MOLD GROWTH on surfaces inside the Premises;*
8. To allow Management *immediate entry* to the Premises to inspect and take any reasonable actions if mold or water intrusion are present;
9. To maximize the circulation of air by keeping personal property away from walls and out of corners;

CubeSmart and Owner have not made and do not make any representations or warranties, including any representations or warranties as to the physical and environmental condition, or other matters with respect to the Property. CubeSmart and Owner hereby disclaim all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Premises. Customer acknowledges that it is not relying upon any representation of any kind or nature made by CubeSmart or Owner.

CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND CUBESMART FROM ANY SUITS, ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S AND COURT COSTS) AND ANY LIABILITY WHATSOEVER THAT OWNER AND/OR CUBESMART MAY SUSTAIN OR INCUR AS A RESULT OF CUSTOMER'S FAILURE TO COMPLY OR PERFORM WITH THE OBLIGATIONS SET FORTH ABOVE OR AS THE RESULT OF INTENTIONAL OR NEGLIGENT ACTION OR FAILURE TO ACT ON THE PART OF CUSTOMER OR ANY OTHER PERSON OCCUPYING OR USING THE PREMISES.

Customer hereby certifies that Customer has read and understood the contents of this ADDENDUM, and has received a duplicate copy.

CubeSmart Management, LLC, as Owner's agent

By: /s/
Management Representative *(electronic signature)*

By: _____
Customer Date