

Rental Agreement for Wheatland Self Storage Located at 5 Wheatland Meadows Drive in Three Forks, Montana

MAIL PAYMENTS TO: Wheatland Self Storage, P. O. Box 6111, Bozeman, MT 59771

PHONE: (406) 600-1848

This Agreement, executed in Three Forks, Montana, Broadwater County. On this _____ day of _____, 20_____, between WHEATLAND SELF STORAGE, a dba of Spica Rising, Inc. hereinafter called the Owner and the:

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS: Business/ Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone: Home _____ Work _____ Cell _____ Fax _____ E-mail Address _____ Driver's License No. _____ State _____ Employer Name _____ Work Phone _____ Military Branch _____ Serial No. _____ ALTERNATE PERSON/EMERGENCY CONTACT INFORMATION: Name _____ Mailing Address _____ City _____ State _____ Zip _____ Phone _____ Cell _____ Sign Below if Alternate Person/Emergency Contact Information is Refused: _____

Gate Access Code: _____ Unit/Space Number: _____ Approximate Size _____ X Rental Rate \$ _____ PER MONTH **PAYMENT DUE DATE IS THE FIRST OF EACH MONTH.** **MOVE-IN COST SCHEDULE** Administrative Charge.....\$ _____ Prorated Rent (If Applicable).....\$ _____ Rent.....\$ _____ Performance Deposit.....\$ _____ Other (Specify).....\$ _____ **TOTAL MOVE-IN COST -->.....\$ _____**

SERVICE CHARGE SCHEDULE Late Payment Charge (After 5 Days Late).....\$ 10.00 Returned Check Charge, Denied Automatic Check Withdrawal (ACH) or Declined Debit or Credit Card.....\$ 25.00 Not Leaving Unit/Space Broom Clean.....\$ _____ FORFEIT PERFORMANCE DEPOSIT Vacate Notice Not Given.....\$ _____ FORFEIT PERFORMANCE DEPOSIT Certified Mail Charge.....\$ 25.00 **TO BE DETERMINED AT TIME OF VACATING** Damage to Unit (Labor & Materials).....\$ _____

X TYPE OF PERSONAL PROPERTY TO BE STORED* (*ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM) HOUSEHOLD GOODS BUSINESS GOODS MOTOR VEHICLE* TRAILER* WATERCRAFT OTHER Description: _____

- 1. This facility is operated in accordance with the laws of Montana and MCA Section 70-6-420. Time is of the essence with this rental agreement, and of each and every provision hereof.
- 2. PREMISES AND RENTAL AGREEMENT: Owner hereby rents to Occupant, and Occupant rents from Owner the unit/space, collectively and herein called the "premises" located within the self-service storage facility named above. The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and if applicable the accompanying titled property addendum, herein and collectively called the "agreement", and for no other purpose whatsoever. Hereinafter the term "Owner's agents" refers to all of Owner's representatives, including but not limited to his agents, employees, officers, directors and shareholders of Wheatland Self Storage, its dba's and parent corporation Spica Rising, Inc.
- 3. TERM AND TERMINATION: This is a monthly lease for storage. The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on the FIRST (1st) day of each succeeding month until terminated by either Owner or Occupant in writing. The term of this tenancy agreement shall commence on the date set forth above and shall automatically continue thereafter on a month-to-month basis on the same terms and conditions as the previous month, unless and until Occupant has removed his personal property from the premises and has given notice thereof to Owner at least ten (10) days in advance of vacating date. Owner may terminate this agreement with cause, if Occupant breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the Occupant in writing ten (10) days in advance of the termination date. Owner may terminate this agreement without cause by giving Occupant thirty (30) days written notice prior to termination date. Occupant agrees to surrender premises peacefully upon expiration or termination of this agreement.
- 4. RENTAL TERMS, MOVE-IN COSTS AND PRORATION: Occupant agrees to pay rent to Owner as set forth above, payable in advance, and agrees all rental rates shall be subject to change upon 30 days written notice to Occupant, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. The minimum rental term is one month. The first payment of rent shall be for the prorating to the first of the month plus one month's rent if the Occupant's term begins on or after the 10th of the month. If the Occupant's term begins before the 10th of the month the rent due is only for the prorating to the first of the month, with subsequent rent due on the first day of each successive month. Rental payments (including pre-payments) are not refundable. In addition to rent, the Occupant shall pay in advance to the Owner a performance deposit, equal to the amount shown in the Move-In Cost Schedule, to secure Occupant's faithful performance of all of the terms of this agreement. Occupant agrees Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. The performance deposit shall be returned to Occupant by U.S. mail after Occupant surrenders the premises to Owner, removes his personal property from the premises in a timely fashion at the expiration of the term hereof, leaves the premises in a neat and orderly condition with ordinary wear and tear excepted, and has met all other terms and conditions of this agreement including removing Occupant's locking device. Occupant will be responsible for additional rent for as long as Occupant's belongings are in and/or locking device is on the unit. At Owner's sole option, amounts may be withheld from the performance deposit to compensate Owner for rent, cleaning, repairing, preparing the space for rental to others, or any other charges, due and unpaid under this agreement, at the time Occupant relinquishes, abandons, or otherwise loses possession of the storage space by operation of law. Occupant also agrees to pay initial non-refundable administrative fee in addition to rent and performance deposit due at time of rental.
- 5. STATEMENTS, NOTICES AND SERVICE CHARGES: It is expressly understood and agreed that Owner is not required to nor does Owner send out monthly statements or reminders of rental due dates. Notification, verbal or written, will only be given when rent is delinquent. There is a service charge for each dishonored (returned) check, automatic check withdrawal (ACH) or credit or debit card decline as indicated in the Service Charge Schedule above. There is a Late Payment Charge for each rent payment for each unit paid five (5) days or more after the date it was due to defray clerical and administrative expenses resulting from such delinquencies. If Occupant becomes severely past due in monthly payment of rent and/or fails to leave premises in good order with ordinary wear and tear excepted, additional service charges may be assessed as indicated in the Service Charge Schedule above. Such charge(s) is (are) due without prior notice as additional rent. In addition, costs incurred by Owner by reason of Occupant's breach of any provisions of this agreement shall be deemed as additional rent, and may be demanded by Owner of Occupant at any time, or withheld from Occupant's performance deposit, all in Owner's sole and absolute discretion. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the Owner may terminate this agreement by reason of default in the payment of rent. Owner has the right to require all past due payments be made in cash, money order or cashiers check.
- 6. ACCESS: Occupant's access to premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, requiring verification of Occupant's identity, limiting hours of operation, and inspecting vehicles that enter the facility. When rent or other charges are remain unpaid for five (5) consecutive days Owner may deny Occupant access to premises and put an overlock on Occupant's door, and if possible, depending on the type of access code system used, Occupant's gate access code will be invalid until all rent and charges are brought up to date. Owner shall have up to 72 hours after all rent and charges have been brought up to date to remove overlock.
- 7. Owner's LIEN: MCA Section 70-6-420 grants the Owner a lien on all personal property stored at this self-service storage facility for rent, labor, or other reasonable charges that are due as specified in this agreement in relation to the stored personal property, and for expenses incurred during its preservation, sale or disposal. The Owner's lien attaches the date personal property is brought to this self-service storage facility. Occupant will be in default of this agreement after one (1) day of failure to perform terms or conditions of this agreement or to pay rent in the agreed amount and manner when due. If any outstanding rent payment or other incurred service charge is a continuous thirty (30) days past due, the Owner may cut the lock in order to assess the contents of the storage unit and begin enforcement and satisfaction of Owner's lien, including sale of contents, pursuant with Montana Law and MCA Section 70-6-420, as may be amended. It is Occupant's sole responsibility to disclose the existence of any lien on any stored personal property on the accompanying titled property addendum. For purposes of Owner's Lien: "Default" means failure to perform any obligation set forth in this agreement. "Last known address," means that address provided by Occupant in the latest agreement or the address provided by the Occupant in a subsequent written notice of change of address.
- 8. RELEASE OF LIABILITY: OCCUPANT AGREES PERSONAL PROPERTY STORED ON THE PREMISES IS AT OCCUPANT'S SOLE RISK. THE OCCUPANT HEREBY RELEASES THE OWNER FROM ANY LIABILITY DUE TO LOSS OF OR DAMAGE TO OCCUPANT'S PERSONAL PROPERTY DUE TO ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THEFT, BURGLARY, VANDALISM, CIVIL DISTURBANCES, FIRE, SMOKE, WATER DAMAGE, MYSTERIOUS DISAPPEARANCE, MOLD, MILDEW, RODENTS, HURRICANES, HIGH WINDS, DUST, RAIN, FLOODING, RISING WATER, TORNADOES, EXPLOSIONS, EARTHQUAKES, ACTS OF GOD AND ANY ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF OWNER OR OWNER'S AGENTS.
- 9. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the premises or the self-service storage facility grounds, even if such injury is caused by the active or passive acts, omissions or negligence of Owner, Owner's agents or employees.
- 10. WAIVER: Owner and Occupant waive their respective rights to jury trial of any cause of action, claim, counterclaim or cross complaint in any action brought by either Owner against Occupant or Occupant against Owner on any matter arising out of or in any way connected with this agreement, Occupant's use or occupancy of premises or any claim of bodily injury or property damage or enforcement of any remedy under any law, statute, or regulation. Occupant agrees not to bring forth or participate in any class action lawsuit against Owner.
- 11. NO BAILMENT IS CREATED HEREUNDER: Owner is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by Occupant is at Occupant's SOLE RISK. Occupant acknowledges the Owner does not take care, custody, control, possession or dominion over the personal property stored within the self-service storage facility and does not agree to provide protection for the self-service storage facility, premises, or contents therein. Occupant must take whatever steps he deems necessary to safeguard stored personal property. Occupant assumes full responsibility for who has access to his stored personal property.
- 12. SUBROGATION WAIVER: Occupant agrees to waive his rights of subrogation and his insurance company's rights of subrogation for any claims of loss or damages against Owner, Owner's agents or employees.
- 13. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE: By placing his initials on the margin here, Occupant acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement and (b) the provisions printed on the reverse side of this agreement, and, if applicable (c) the provisions printed on the accompanying titled property addendum. Owner and Occupant agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. Occupant acknowledges receipt of the rules and regulations of this self-service storage facility. Unless Occupant desires to fill out a duplicate copy, a blank copy of this agreement is given at initial signing of lease and a true and exact copy of this agreement will be mailed to Occupant.
- 14. INSPECTION: Occupant has been afforded an opportunity to inspect the self-service storage facility, and by placing his initials in the margin, acknowledges and agrees the premises and the common areas of the self-service storage facility are satisfactory for Occupant's purposes, including the safety thereof, for which Occupant shall use the premises or the common areas of the self-service storage facility. Occupant shall be entitled to access the premises and the common areas of the self-service storage facility only during such hours and on such days as are regularly posted within the self-service storage facility.

Initials

Initials

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first written above. Occupant _____ Title _____ Owner _____
If business, give title Owner's Agent

15. **NON LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that Owner is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including Occupant, or personal property of any kind whatsoever and to whomever belonging, including Occupant, from any cause or causes whatsoever while in, upon, or in any way connected with the self-service storage facility during the term of this agreement or any extension hereof, and Occupant hereby agrees to hold Owner harmless from any liability, loss, cost (including, without limitation, attorneys fees) or obligation on account or arising out of any injuries or losses however occurring. **Occupant agrees Owner's liabilities for damage occasioned by it or Owner's agents shall be limited to the sum of \$100.00. Occupant, at Occupant's expense agrees to maintain or secure fire, extended coverage endorsement, burglary, vandalism, malicious mischief and comprehensive liability insurance covering the actual cash/full insurance value of personal property stored within the self-service storage facility. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner or Owner's agents. Occupant has the right to be self-insured, but assumes full risk for damage to or loss of stored personal property. Customer storage insurance is available for optional purchase. A customer storage insurance brochure is available from Owner or Owner's agents.** Insurance carried by the Owner shall be for the sole benefit of the Owner. The Occupant shall make no claim whatsoever against Owner's insurance. Therefore, Occupant secures his own insurance to protect himself and his personal property against all perils of any nature whatsoever. Owner shall not be liable to any extent whatsoever to Occupant or Occupant's invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, burglary, vandalism, civil disturbances, fire, smoke, water damage, mysterious disappearance, mold, mildew, rodents, hurricanes, high winds, dust, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever.
16. **VALUE LIMIT:** Occupant agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may be withheld in Owner's sole discretion and, if such written consent is not obtained, the total value of Occupant's personal property shall be deemed not to exceed \$5,000.00. Nothing herein shall constitute any agreement or admission by the Owner that Occupant's stored personal property has any value. **Occupant further agrees the maximum liability of Owner to Occupant for any claim or suit by Occupant, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$5,000.00.** Nothing in this section shall be deemed to create any liability on the part of the Owner to Occupant for any loss or damage to Occupant's personal property, regardless of cause.
17. **EMOTIONAL LOSS:** Occupant agrees not to store collectibles, heirlooms, jewelry, art or any irreplaceable personal property having special or sentimental value to Occupant. Owner shall not be liable for any loss occasioned by or resulting from emotional distress or emotional or sentimental attachment to Occupant's stored property nor shall anything alter the release of Owner's liability set forth herein.
18. **HAZARDOUS MATERIALS PROHIBITED/COMPLIANCE WITH LAW:** Occupant shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the self-service storage facility by Occupant, Occupant's agents, employees, invitee or guests. If hazardous substances are stored, used, generated, or disposed of within the self-service storage facility, or if the premises become contaminated in any manner for which the Occupant is legally liable, **Occupant shall indemnify and hold harmless the Owner and Owner's agents from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by any Occupant.** Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance within the self-service storage facility and the presence of any hazardous substance results in contamination, Occupant shall promptly, at its sole expense, take any and all necessary actions to return the self-service storage facility to the condition existing prior to the presence of such hazardous substance. Occupant shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited.
19. **LOCKING DEVICE:** At all times during the occupancy, the Occupant will provide, at Occupant's own expense, a locking device for the premises that Occupant, in Occupant's sole discretion, deems sufficient to secure the stored personal property. Although there may be a place on the door of the premises for a second locking device, **Occupant is only permitted to use a single locking device.** If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. The fact that Owner has taken measures to re-secure access to Occupant's space does not constitute Bailment in any manner and shall not alter the limitations on Owner's liability set forth in this agreement, nor shall such measures be deemed a conversion of Occupant's stored property. Occupant is solely responsible for any other person gaining access to the space. Occupant shall be subject to a \$10 fine per month for each unit that has been improperly locked and therefore prevents the owner from being able to put an overlock on if necessary.
20. **INDEMNIFICATION AND HOLD HARMLESS:** To the fullest extent permitted by law, Occupant agrees to indemnify, defend and hold harmless the Owner and Owner's agents from and against any and all claims, demands, actions or causes of action that are hereinafter brought by others arising from Occupant's use of the premises, including claims for Owner's active negligence and from any and all claims for damaged or lost personal property or personal injury and costs including attorneys' fees arising from or in any way pertaining to Occupant's rental and use of premises pursuant to this agreement or from any activity, work or thing done, permitted or suffered by Occupant while within the self-service storage facility. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. This indemnity obligation specifically extends to any action brought in connection with any hazardous materials brought onto the premises or stored in Occupant's storage space by any person or governmental agency.
21. **USE AND ALTERATIONS:** Occupant shall not make or allow any alterations to the premises without permission from Owner. Improvements shall remain the property of Owner unless agreed upon otherwise in writing. The premises shall be used for approved storage purposes only, including, but not limited to the storage of Occupant's goods, wares, merchandise, furniture and household items. The Occupant will not use the premises as a residence or office. Owner in his sole discretion 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 premises, or the preservation of good order on the facility. Occupant agrees to follow all of Owners' rules and regulations now in effect, or that may be put into effect from time to time.
22. **WARRANTY OF OWNERSHIP:** Occupant warrants all goods and personal property to be placed by Occupant in the Occupant's premises shall be wholly owned by Occupant and shall be subject to the terms of this agreement, including but not limited to lien and sale rights of Owner. If Owner shall exercise Owner's lien and sale rights under the terms of this agreement, Occupant shall hold Owner harmless and indemnify Owner if property is sold which belongs to a party other than Occupant.
23. **ACCESS CONTROL MEASURES:** This facility may now or in the future use various access control measures, including but not limited to automatic gate and cameras (real or not), designed to deter unauthorized access to the facility. However, Occupant acknowledges these access control measures are solely for the benefit of Owner and Owner's property and not for security of Occupant's unit or belongings. **These access measures may fail or be circumvented. Owner does not warranty or guarantee the effectiveness of measures undertaken to prohibit unauthorized access.**
24. **WASTE, QUIT CONDUCT, MAINTENANCE:** Occupant shall not disturb, annoy, endanger, or inconvenience Owner or commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises. In the event Occupant causes damages or commits waste upon the storage facility grounds, Occupant shall, upon notice of Owner cure the damage or waste to the satisfaction of the Owner. If Occupant does not make immediate efforts to cure such damage or waste Owner may cure the damage or waste and provide a bill showing the amount owed for immediate payment as additional rent owed by Occupant. Occupant shall not use premises for any business use or purpose in any manner deemed by Owner to be disreputable or hazardous. Occupant shall keep the interior & exterior of premises in good clean condition as necessitated or occasioned by the act or neglect of Occupant or any agent of Occupant or other person for whose acts Occupant is responsible.
25. **OWNER'S RIGHT OF ENTRY:** Occupant grants Owner, Owner's agents or representatives of any authorized governmental authority the right to remove Occupant's locking device by cutting or any other means and to enter the premises without prior notice to Occupant to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law, to enforce the Owner's rights or for the purposes of inspection whenever Owner believes that any hazardous condition or nuisance has been created or is occurring in the premises, or for repairs to the interior or door, or inspections by governmental authorities or for any reason Owner deems necessary. In the event any materials are discovered which are hazardous, or constitute a nuisance, Owner may immediately arrange for their removal and disposal at Occupant's expense. Owner shall give notice of any such entrance immediately thereafter to Occupant by certified mail. If Owner or any authorized governmental agency removes Occupant's locking device, the Owner may elect to secure the Occupant's personal property with Owner's overlock until the Occupant can provide a new locking device to secure the premises. The Owner or any authorized governmental agency shall not be held liable for the replacement of any locking device that is damaged by forced entry or for damage or mysterious disappearance of stored items. When the Occupant's locking device is removed by Owner or any authorized governmental agency, and Owner's overlock remains on the premises, said action does not constitute Bailment in any manner and shall not alter the limitations on Owner's liability set forth in this agreement. This action by Owner is a temporary measure until Occupant can provide a new locking device to secure the stored personal property. Owner's possession of Occupant's key for any reason or any amount of time also does not constitute Bailment in any manner and shall not alter the limitations on Owner's liability set forth in this agreement.
26. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Occupant agrees that any personal property that remains within the self service storage facility after the Occupant has terminated tenancy and vacated or if the Owner deems the premises as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by Owner as its property or disposed of in such manner as Owner may see fit. If such personal property or any part thereof shall be sold, Owner may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which Owner may be entitled. Occupant shall be liable for paying all costs incurred by Owner in disposing of such property.
27. **NO WARRANTIES:** Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents purporting to modify or add to this agreement in any way whatsoever. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety, security, or other special suitability of the premises and Occupant hereby acknowledges, as provided in article 14 on the reverse side, Occupant has made his own determination of such matters solely from inspection of the premises and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the self service storage facility and premises or any personal property stored therein. This agreement contains the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings with respect thereto and no oral agreements shall be of any effect whatsoever. No representative of Owner is authorized to make any representations or warranties except as expressly set forth herein. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.
28. **ACCEPTANCE OF PAYMENT OF PARTIAL RENT:** Owner has the right to reject or accept any partial payment of rent. Owner may accept a partial rent payment, while the Occupant is in default, however, the Occupant's status will remain in default from date of the payment in full was due, and any such payment on account will not constitute a waiver of Owner's rights to proceed with foreclosure and sale of stored personal property as provided by Law. Owner reserves the right to require past due payment be made in cash, cashier's check, or money order.
29. **SUBLEASING AND ASSIGNMENT:** Occupant shall not assign all or any portion of this rental agreement. Occupant shall not sublet the unit. Any assignment or sublease affecting the unit made by the Occupant shall be invalid and Owner shall have the option to terminate this rental agreement.
30. **SPACE SIZE:** Occupant understands advertised space sizes are approximate and for comparison purposes only. The space rented by Occupant may be smaller or larger than advertised. The rent is not based on square foot measurements and there shall be no abatement or reduction in the amount of rent if the space is smaller or larger than declared.
31. **COVENANT OR CONDITION WAIVER/VALIDITY:** The failure of either party to this agreement to insist on the performance of any of its terms, covenants or conditions or the waiver by either party of any breach of any of the terms, covenants or conditions of this rental agreement, including but not limited to Owners' discretionary waiver of late fees or delay in overlock timelines, shall not be construed as thereafter waiving any subsequent breach of the same terms, covenants or conditions, but they shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any terms, covenants or conditions of this rental agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance. If any of the provisions or portions of this rental agreement are held to be unenforceable, invalid, void or illegal, by any court or competent jurisdiction for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that the validity, legality and enforceability of the remaining provisions of the portions hereof will nevertheless be valid and enforceable in all circumstances and shall not be affected or impaired thereby.
32. **BANKRUPTCY AND LEGAL PROCEEDINGS:** If Occupant files a voluntary petition for bankruptcy or if Occupant becomes subject to any other type of legal action or proceeding where the right to occupy premises is an issue, Occupant agrees to notify Owner in writing within three (3) days via certified mail return receipt requested to the address shown on reverse side of this agreement. Owner shall have the right to recourse against the Occupant to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this agreement.
33. **ATTORNEY'S FEES AND COSTS:** If any action be instituted, or other proceedings taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the stored personal property for any default or breach of this agreement by Occupant, Occupant shall pay Owner's attorneys' fees, costs and expenses.
34. **SUCCESSORS:** All the provisions of this agreement shall apply to and be binding upon all successors in interest, assigns, heirs, executors, and representatives of the Occupant and the Owner.
35. **NUMBER, GENDER, CAPTIONS:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders and vice versa. Paragraph headings herein are for convenience only and do not define, limit or construe contents of such paragraphs.
36. **CONSTRUCTION:** This agreement has been read and negotiated by Occupant and Occupant agrees this agreement shall not be construed for or against either Owner or Occupant.
37. **NOTICES:** Occupant agrees to give prompt written notice to Owner of any change in Occupant's address and any change in the liens and secured interests on Occupant's stored personal property. Said written notice to the Owner shall be a) personally delivered to Owner or Owner's representative b) mailed by certified mail, return receipt requested, with postage prepaid to the Owner to the mailing address on the reverse side, or c) by mailing the notice first class mail to the mailing address on the reverse side. If notification option "c" is chosen, then it is Occupant's duty to confirm receipt of notice with the Owner, and verify that all applicable records have been updated. All notices required by this rental agreement, may be sent to occupant at any of the addresses given by Occupant herein, by first class mail, postage pre-paid, and shall be deemed given when deposited in the U.S. mail. Occupant agrees that any such notice is conclusively presumed to have been received by occupant five days after mailing, unless returned to Owner by the Postal Service.
38. **CONSENT TO COMMUNICATE:** Occupant authorizes and invites Owner and Owner's agents to communicate with Occupant by telephone, letter, e-mail or facsimile, from the date of this rental agreement and thereafter until Occupant requests Owner or Owner's agents to no longer communicate with him/her.