

***VIRGINIA SELF-STORAGE RENTAL AGREEMENT***

**NOTICE OF OWNER'S LIEN:** OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE SPACE ARISING FROM THE VIRGINIA SELF-SERVICE STORAGE ACT, SET FORTH IN VA CODE ANN. §§ 55.1-2900 et al. FOR RENT, LABOR OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE. THE LIEN PROVIDED HEREUNDER ATTACHES AS OF THE DATE THAT THE PERSONAL PROPERTY IS BROUGHT TO THE PREMISES OF THE STORAGE FACILITY. IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, OWNER MAY ENFORCE ITS LIEN BY SELLING OR OTHERWISE DISPOSING OF THE PERSONAL PROPERTY STORED IN THIS SPACE. IN NO EVENT SHALL THE OWNER'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH THE OCCUPANT HAS STORED IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE.

**1. LEASE INFORMATION:**

- A. Date of Lease: \_\_\_\_\_
- B. Storage Space No: \_\_\_\_\_ C. Approx. Unit Size: \_\_\_\_\_
- D. Occupant's Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ ST: VA ZIP: \_\_\_\_\_ Email: \_\_\_\_\_
- E. Cell Phone: \_\_\_\_\_
- F. Employer Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- G. Active Military: No \_\_\_\_\_ Yes \_\_\_\_\_ (Military Addendum Required)

- H. Monthly Rate \$ \_\_\_\_\_
- I. VA Sales Tax \$ \_\_\_\_\_
- J. Total Monthly Charge \$ \_\_\_\_\_
- K. Application Fee \$ \_\_\_\_\_
- L. Total Due at Move In \$ \_\_\_\_\_
- M. Pro-rated Rent Incl. Tax \$ \_\_\_\_\_

**RENT IS DUE ON THE FIRST OF EACH MONTH – A BILL WILL NOT BE SENT**

PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON IN ADDITION TO YOURSELF TO WHOM ANY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. **IF NONE, WRITE NONE.**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EMAIL: IF YOU HAVE PROVIDED AN ELECTRONIC MAIL ADDRESS ABOVE, THE OWNER MAY SEND CONTRACTUAL CHANGES AND STATUTORY LIEN NOTICES EXCLUSIVELY TO THE ELECTRONIC MAIL ADDRESS PROVIDED OR TO SUBSEQUENT WRITTEN CHANGES TO THAT EMAIL ADDRESS THAT YOU PROVIDE.**

**TYPE OF PROPERTY TO BE STORED** (Per Fire Marshal regulations on any indoor storage units cardboard boxes and motorcycles are NOT permitted):

HOUSEHOLD GOODS      BUSINESS GOODS      MOTORCYCLE \*      OTHER

**\* INDICATES ADDITIONAL INFORMATION REQUIRED ON MOTORCYCLE ADDENDUM**

**2. PARTIES AND DATE:** This lease agreement ("Lease") is entered into as of the date set forth above by and between *Storage Line of Virginia, LLC T/A APT Storage* ("Owner") and the individual named above ("Occupant"), for the purpose of renting space for the storage of personal property, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

**3. SPACE:** Owner agrees to let, and Occupant agrees to rent those premises described as a storage space located at \_\_\_\_\_ ("Name of Apartment Community"), the number of which is set forth in section 1.B. above ("Space"), on the terms and conditions of this Lease.

**4. TERM, RENT & SECURITY DEPOSIT:** Occupant leases the storage unit under the following term: month-to-month, beginning on the first day of the first full month and ending on the last day of each month. Occupant must provide Owner with 14 days' written notice prior to the last day of the month to terminate this Lease. Should Occupant fail to provide written notice 14 days prior to termination, Occupant will be charged a lease break fee of an amount equaling one month's rent. The monthly rent for the storage unit is the amount set forth in section 1.J. Rent is due in advance on or before the first day of each calendar month and is to be remitted to Owner at PO Box 767, Haymarket, VA 20168. Rent for a partial first month will be prorated and will be due on the first day of the following month, as set forth in section 1.M. Prior to taking possession of the Space, and as a condition of taking possession, Occupant shall pay Owner all fees as set forth in section 1.L. **No rent or fee refunds will be granted.** No security deposit is required. Rent shall be delinquent if not paid monthly by the first day of the month. Rent payment shall be made in full without offset or deductions of any kind and without demand. Rent changes may occur periodically at Owner's discretion, by providing or giving thirty (30) days' written notice to Occupant at the address set forth in this Lease. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Lease, and all other terms of this Lease shall remain in full force and effect. Occupant agrees and understands that partial payments made to cure a default for non-payment of rent will not delay or stop the sale of Occupant's property. Partial payments do not waive or avoid the legal effect of prior notices given to Occupant. Only full payment on Occupant's account prior to the published auction date will stop the scheduled sale of the

property.

**5. ADDITIONAL RENTAL CHARGES:** Late rental payments, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Lease. Rent is due in advance on or before the first day of each calendar month, and is delinquent on the day immediately following. In the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the storage space. If rent is not received by Owner by the seventh day following the due date, if Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the self-service storage facilities act, Occupant agrees to pay to Owner, as additional rent, administrative charges as follows:

<b>Late Rent Charge (If Not Paid Within 7 Days of Due Date)</b>	<b>\$10.00</b>	<b>Auction Charge</b>	<b>\$75.00</b>
<b>Pre-lien Fee (If Not Paid Within 14 Days of Due Date)</b>	<b>\$10.00</b>	<b>Advertising Charge</b>	<b>\$125.00</b>
<b>Lien Status Fee (If Not Paid Within 28 Days of Due Date)</b>	<b>\$10.00</b>	<b>Travel (Hourly Rate)</b>	<b>\$50.00</b>
<b>Dishonored Check Charge</b>	<b>\$35.00</b>	<b>Lock Removal</b>	<b>\$150.00</b>
<b>Credit Card Processing Fee</b>	<b>\$2.95</b>	<b>Unit Cleaning/Empty Fee</b>	<b>\$75.00</b>

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may be sold if rent remains unpaid for more than 60 days. In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. All payments made to satisfy outstanding lien amounts and charges shall be paid by certified check, cashier's check or money order. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days' written notice to Occupant, that all future rent shall be paid by certified check, money order or cashier's check. Any other costs incurred by Owner by reason of Occupant's breach of any provision of this Lease shall be deemed additional rent, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion. **At the time of move out, if storage unit is not left broom clean and all items removed, a Cleaning Fee of \$75.00 will be applied to Occupant's account.**

**6. PERMITTED AND PROHIBITED USE OF SPACE:** Occupant agrees to use Space only for the storage of property wholly owned by Occupant. Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property. Occupant specifically agrees that, with the exception of property prohibited by this Lease, Owner is not concerned with the kind, quality or value of the goods stored. Occupant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur. Occupant is strictly prohibited from storing or using materials on the premises which are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity on-site which produces such materials. The Occupant agrees not to store jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special or emotional value to the Occupant. Occupant hereby waives any claim for sentimental value or emotional distress from the Occupant's emotional attachment to any property that is stored in the Space. Occupant's obligations of indemnity as set forth herein specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. If resident is in violation of the Fire Marshal codes by storing any illegal items noted in this lease, they will be fined \$25.00 per day until items are removed after a 24 hour notice has been given to the resident. There shall be NO HABITABLE OCCUPANCY of the Space by humans or pets of any kind for any period whatsoever. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting or other contracting. Pets shall not be brought on the premises. Owner reserves the right to prohibit the storage of any motor vehicles, including motorcycles, if Occupant does not complete and sign a Motorcycle Addendum. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the Space. Trash or other materials shall not be left in or near the Space. Occupant agrees not to modify or alter the storage unit. By order of the Fire Marshal no cardboard boxes may be used on premises; only use rubber or plastic bins. Occupant shall not make or use any electricity in or around the Space for any purpose. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate TERMINATION of this Lease and shall cancel Occupant's right of occupancy.

**7. DENIAL OF ACCESS:** If the Monthly Rent is not paid within ten (10) calendar days of the Monthly Due Date, or if any Fees (as hereinafter defined) remain unpaid, Owner may, without notice, deny the Occupant or any other party access to the Space, the Property, and any property located therein until all outstanding Monthly Rent and Fees are paid in full. Access will be denied to any party other than the Occupant, unless said party retains key to lock on the Space or has supplied Owner with written authorization from the Occupant to enter the Space. If Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

**8. INSURANCE OR PROTECTION COVERAGE:** Occupant agrees to maintain, at Occupant's expense, a policy of fire and extended coverage insurance or protection coverage with theft, vandalism, and malicious mischief endorsements for the full value of Occupant's stored property. Occupant's failure to carry the required insurance or protection coverage is a breach of this Lease, and Occupant assumes all risk of loss to stored property that would be covered by such insurance or protection coverage, including loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligence or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. To the extent Occupant does not maintain such insurance or protection coverage, Occupant shall be deemed to have "self-insured" totally (i.e., not to insure with any duly licensed insurance company or protection coverage). This insurance or protection coverage is a material condition of this Lease and is for the benefit of both Occupant and Owner. Occupant expressly agrees that the carrier of such insurance or protection coverage shall not be subrogated to any claim of Occupant against Owner, or Owner's agents or employees. Occupant agrees to indemnify and hold harmless Owner from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation. While certain information may be made available to Occupant with respect to insurance or protection coverage, Owner and Owner's

agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

While certain information may be made available to Occupant with respect to insurance, Owner and Owner's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

**9. RELEASE OF OWNER'S LIABILITY:** As a further consideration for the use and occupancy of the Space, Occupant agrees that Owner, his agents, employees, and assigns shall not be liable to Occupant, his/her agents, guests, licensees, or invitees for any loss or damage, injury, or death caused to them or to their property, as the result of the use and occupancy of the Space(s). No bailment is created by this Lease. Owner is not a warehouseman engaged in the business of storing goods for hire and all property stored within or on the Space by Occupant or by anyone shall be stored at Occupant's sole risk. It is further agreed that the Owner and Owner's agents, employees, and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including but not limited to theft, water, fire, mysterious disappearance, mold, mildew, vandalism, smoke, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, birds or other animals, acts of God, the failure to keep the buildings or grounds under repair, or for the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees, or assigns. Unless specifically stated the Space(s) are not climate controlled and subject to extreme weather conditions and temperature changes. **All property stored within the Space by Occupant shall be stored at Occupant's sole risk.** It is agreed by Occupant that this release of Owner's liability is a bargained for condition of the rent set forth here and that, were Owner not released from liability as set forth here, a much higher rent would have to be agreed upon. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the premises from any cause whatsoever. **Occupant agrees that the maximum value for any claim or suit by Occupant, including but not limited to any suit that alleged wrongful or improper foreclosure or sale of the contents of a storage unit, is \$5,000. Nothing in this section shall be deemed to create any liability on the part of Owner to Occupant for any loss or damage to Occupant's property, regardless of cause.**

**10. LIMITATION OF VALUE:** Occupant agrees not to store 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 property shall be deemed not to exceed \$5,000.00. The provisions of this paragraph do not alter the release of Owner's liability set forth in this Lease, nor constitute any admission that Occupant's stored property has any value whatsoever.

**11. NOTICES FROM OWNER:** All notices required by this Lease shall be sent by first class mail postage prepaid to Occupant's last known address (as indicated above or as amended by written notice from Occupant pursuant to the terms and conditions herein) or to the electronic mail address provided by the Occupant in this Lease above. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant has provided the Owner with an electronic address, the Owner may communicate with Occupant and provide Occupant with any written notices authorized or required under this Lease or by applicable law via electronic mail.**

**12. NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in this Lease above is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address or contact information, any change in the liens and secured interest on Occupant's property in the Space or any change to the nature or description of the Occupant's property stored within the Space. Occupant understands he/she must deliver such notice to Owner by regular mail, with postage prepaid to Owner at the Property Address shown above. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing and signed by Occupant pursuant to this Section. E-mail from Occupant must be acknowledged in writing by Owner to be deemed delivered.

**13. PERMISSION TO COMMUNICATE:** Occupant recognizes that Occupant and Owner are entering into a business relationship. As such, to the extent that any Federal or State law prohibits Owner from contacting Occupant by phone, fax, email, or texting, Occupant hereby provides, as a part of this Lease Agreement, written consent to phoning, faxing, e-mailing, and texting to contact Occupant with business related communications, including automated calls or texts. **If Occupant has provided the Owner with an electronic address, the Owner may communicate with Occupant on any written notices authorized or required under this Agreement or by applicable law via electronic mail.**

**14. CONDUCT:** Should Occupant appoint another person(s) or organization(s) to enter the storage Space, Occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key is evidence of authority to enter Occupant's Space.

**15. CONDITION OF SPACE / REPAIRS -- COMMENCEMENT AND TERMINATION:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner, in writing, of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling or floors of the Space. Upon termination of this Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Lease, reasonable wear and tear excepted. Occupant agrees to leave said storage Space broom clean and damage free. Occupant further agrees to remove all items from the Space, including locks, and agrees to reimburse Owner for any/all costs of emptying or repairing Space, which includes but is not limited to dump fees, labor, materials and transportation, and lock removal. Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, or Occupant's guests or agents, or any wear and tear in excess of normal use during the term of the Lease shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay

such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies on default. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased Space, premises, and facility referred to herein. It is further understood and agreed that Occupant assumes responsibility for having examined the premises and hereby accepts such leased Space, premises, and facility AS IS and WITH ALL FAULTS.

**16. MOTOR VEHICLES:** In the event that any motor vehicle or motorcycle remains stored in the self-storage Space after termination of the Lease or upon Occupant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation or storage. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense after termination of the Lease or upon Occupant's default. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.

**17. OWNER'S RIGHT TO ENTER OR INSPECT:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to, police, fire, health or emergency response officials, access to the premises upon three (3) days' prior written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health, or emergency response officials, shall have the right to remove Occupant's lock and enter the premises, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Owner's rights. In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this section.

**18. RULES:** Occupant agrees to abide by existing Storage Facility rules and regulations as may be posted by Owner from time to time. Owner shall have the right to establish or change hours of operation or Occupant access, or to promulgate or amend existing rules and regulations for the safety, care, and cleanliness of the premises. Occupant agrees that such rules are made a part of this Lease and agrees to follow all of Owner's rules now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of rules and/or facility hours will be mailed to Occupant at least seven (7) days prior to the effective date of such change.

**19. TERMINATION:** The tenancy of Occupant may be terminated by Owner at any time by giving thirty (30) days' written notice to the Occupant if Owner's right to occupy the site pad and premises is cancelled by the Owner. Rent is payable by Occupant to Owner for the entire monthly period prior to termination, whether or not Occupant vacates the Space prior to the end of the period. Occupant agrees to vacate the Space on or before 5:00 p.m. on the last day of the term. In addition, Occupant must vacate the premises when the Lease has been terminated. This Lease shall automatically terminate if Occupant abandons Space. Occupant shall have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's locking device from the Space and is not current in all obligations hereunder.

**20. OCCUPANT'S BREACH:** In the event the Occupant breaches this Lease, Owner shall be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. If it shall become necessary for Owner to institute legal action for the purpose of enforcing its rights of lien foreclosure in a civil court of proper jurisdiction, and the Owner prevails in such action, Occupant agrees to pay Owner its reasonable attorneys' fees and all costs whatsoever.

**21. ASSIGNMENT:** Occupant shall not sublet or assign the Space without the prior written consent of Owner. Owner may assign Occupant's Lease without prior consent of Occupant. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**22. SECURITY OF SPACE / LOCKS:** Occupant shall secure the space using a lock and key. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Occupant's Space. Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the Space has become insecure. The fact that Owner has taken measures to re-secure the access to Occupant's Space under this paragraph shall not alter the release of Owner's liability set forth in this Lease, nor shall such measures be deemed conversion or a bailment of Occupant's stored property.

**23. MILITARY SERVICE:** If Occupant is in the military service, Occupant must provide a completed Military Addendum to Owner. Owner will rely on this information to determine applicability of Servicemembers Civil Relief Act.

**24. WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury 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 Lease, Occupant's use of the storage Space or premises, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

**25. PERSONAL INJURY:** OWNER and OWNER'S agents and employees shall not be liable whatsoever to any extent to OCCUPANT or OCCUPANT'S invitees, family, employees, agents or servants for any personal injury or death arising from OCCUPANT'S use of the storage Space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the OWNER, OWNER'S agents, or employees. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the premises from any cause whatsoever.

**26. EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles; heirlooms, jewelry, works of art or any property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT stored property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress. **OCCUPANT waives any claim for emotional or sentimental attachment to the stored property.**

**27. NO ORAL AGREEMENTS:** This Lease contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Lease in any way whatsoever. Occupant agrees that this Lease may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly, such services performed by employee of Owner.

**28. CHANGES:** All items of this Lease, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days' prior written notice to the Occupant. If so changed, the Occupant may terminate this Lease 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 at the address of the Property listed above. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

**29. INDEMNIFICATION:** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the Space. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in this Lease.

**30. MISCELLANEOUS:** This Lease and any actions between the parties shall be governed by Virginia law. Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.

**31. ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in any way modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

**32. By his or her signature below, Occupant acknowledges receipt of a dated and executed copy of this Lease. Occupant understands that this Lease shall only become effective upon acceptance by Owner at its home office in Haymarket, Virginia. Occupant has read the entire Lease, including the terms and conditions. This is a legally binding contract and you should seek legal assistance if you do not understand any provision of this Lease. This Lease is inclusive of paragraphs 1 through 32.**

**OCCUPANT:**

**By:**

\_\_\_\_\_  
Signature of Occupant

**Printed Name:**

**OWNER:**

**STORAGE LINE OF VIRGINIA, LLC**

\_\_\_\_\_  
**T/A APT STORAGE**

**By:**

**Authorized Agent**