## ATLANTIC SELF STORAGE RENTAL AGREEMENT ADDENDUM REGARDING U.S. SERVICEMEMBERS CIVIL RELIEF ACT

Facility: Oakleaf

I. <b>Addendum.</b> This is an addendum to the Rental Agreement between the Lessor and Tenant		
2. <b>Reason for addendum.</b> Because of the ongoing deployment of Loverseas and the call-up of the reserves and National Guard, Congraw the "U.S. Servicemembers Civil Relief Act" (SCRA) as a replace "Soldiers' and Sailors' Civil Relief Act." Because of this new law, Less the military status of tenants and make other changes in the rental a rental agreement forms were printed prior to the enactment of this new December of 2003.	ress has enacted into ement of the former ssor needs to know agreement. Lessor's	
3. <b>INFORMATION</b> . Tenant (check one) is in the military or is in the military, tenant is at the time of signing this Agreement (check in the reserves or National Guard or on active duty.		
Tenant agrees to immediately notify Lessor of changes in Tenant's renumber, active status or other information in Rental Agreement. A claddress or active status will not be effective unless the new address the notice is in WRITING and SIGNED by Tenant and actually RECI Return addresses on envelopes, forwarding orders, or addresses or insufficient. Phone numbers may be changed orally or in writing.	hange of mailing is COMPLETE and EIVED by Lessor.	
4. <b>WAIVER</b> . If Tenant is on active military duty at the time of signing Tenant waives for purposes of this Agreement all rights under the U Civil Relief Act, including those relating to foreclosure for nonpayme prohibited activity, etc. Lessor's agents and employees do not have amend, or terminate this Agreement or make promises, representative which impose any duties of security or other obligations on Lessor upon the control of the co	.S. Servicemembers nt, eviction for authority to waive, ions, or agreements	
5. <b>Other rights unchanged.</b> All other contractual rights and duties of Tenant under the Rental Agreement remain unchanged.	of both Lessor and	
Commanding Officer Phone #	_	
Post Senior NCO Phone # Phone #		
Tenant's Unit Number 4204 Tenant's Lease Numb	per 1008925750	
	AUGUST 31, 2019	
Tenant's Signature	Date	

AUGUST 31, 2019

Date

Manager's Name S Wiley

Manager's Signature

### ENROLLMENT FOR ACCEPTANCE OF INSURANCE UNDER MASTER POLICY NUMBER: RS000239

#### SBOA TI TENANT INSURANCE PROGRAM

Facility Operator: Atlantic Self Storage

Facility Name: Oakleaf

Applicant Name: Robert L Patton

Unit #: 4204

Facility License: W170237

I WANT TO ENROLL IN THE TENANT INSURANCE PROGRAM FROM SBOA TI AND SERVICED BY CORNERSTONE

INSURANCE PRODUCERS IN THE AMOUNT OF:

Coverage Limit: R.C

Regular Monthly Premium: \$14.00

Insurance Start Date: AUGUST 31, 2019

I understand that the Coverage limit noted is the amount of insurance I have selected. This is a maximum limit. The actual amount paid in the event of loss will be determined by proof of loss documentation. I authorize the Operator to receive the premium and to send it to the insurance company on my behalf. I understand that the Operator of the storage facility, as a limited lines insurance licensee, is authorized to discuss and transact insurance that covers the goods I will store while at the Operator's facility, and that the Operator may be paid commission or other valuable consideration for their role in the insurance transaction. The Operator is not licensed or qualified to discuss or transact any other type of insurance.

My insurance will start on AUGUST 31, 2019 and will be renewed each month until I terminate the insurance or move out. I understand that the Regular Monthly Premium is due each month on or before each monthly renewal date. The premium is fully earned on the first day of the renewal period.

I hereby request to enroll in the Tenant Insurance program in the limit listed above. I have voluntarily elected to enroll in the insurance program available through Cornerstone Insurance Producers. I have read and completed this application for insurance provided in the Master Policy underwritten by SBOA TI.

When I have properly completed and signed this application and it is attached to the issued Tenant Insurance Program Certificate my coverage will be in effect. I will become insured effective as of [start date] for the amount of insurance I have selected above. I understand that my insurance will continue on a month-to-month basis as long as I continue to pay the premium noted above. Failure to pay any premium in full will result in the cancellation, without notice, of my insurance.

ELIGIBILITY: I understand that the opportunity to purchase insurance on property stored within the building is available to all Tenant/Occupants who have entered into a Rental Agreement with the Operator for enclosed storage space. Coverage does not apply to property stored in a commercial office suite, retail space, parking space, other open storage areas or any other location. Some property that may be stored in an enclosed unit is excluded from coverage, such as antiques and currency. It is my responsibility to read and understand the Certificate of Insurance and how it may exclude some of my belongings from coverage.

PREMIUM RATES: I understand that I will receive one month's notice of changes in the premium rates, if any, and the new rate shall be effective on the next insurance renewal date following the month in which advance notice of such change is delivered to me.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AND APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

DATE SIGNED: AUGUST 31, 2019

APPLICANT'S SIGNATUR

PRINTED NAME:

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#### Insurance Addendum

INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Tenant, at Tenant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Tenant's stored property is a material condition of this agreement, and is for the benefit of both Tenant and Owner. Tenant's failure to carry the required insurance is a breach of this agreement, and Tenant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Tenant's stored property. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Owner, Owner's agents or employees. It is expressly agreed between Tenant and Owner that it is intended that insurance coverage be acquired by Tenant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Tenant's stored property.

INSURANCE ELECTION. Tenant elects one of the following (please initial):		
I have provided evidence of insurance from my insu and contents. I agree to keep the insurance in force during		
INSURANCE COMPANY NAME:	POLICY #:	
I agree to enroll in SBOA TI (Tenant Insurance).		
Tenant agrees and understands that the SBOA TI policy ca evidence of third party insurance coverage for its stored pro communication by Owner and Insurer via phone, text, r	pperty. Tenant further consents to business	
	AUGUST 31, 2019	
Signature Robert PAKOW	Date	
Print Name		

- 16. Access will only be granted to the property or storage unit after Tenant provides and satisfies the following during normal Office hours of Monday to Saturday, 9:30am to 6pm: (1) Legal identification provided by Primary Tenant, (2) Complete social security number obtained, (3) Satisfaction of insurance requirement met, (4) Fully executed lease paperwork completed.
- 17. Atlantic Self Storage may curtail or close operations and facilities for any reason without notice (including 24-hour Tenant access) for hazardous conditions, inclement weather, or other situations including, but not limited to, power or internet outage, damage to structures or property, acts of God, national, state, or local government issued States of Emergency, or other circumstances that Owner deems necessary for curtailing operations or closure of properties. If possible, Atlantic Self Storage will endeavor to notify Tenants of impending closure or curtailing of operations. Notification may include phone calls, text messages, email alerts, website or social media updates or signage posted visibly at the entrance and egress of the affected Premises, however such notice is not mandatory.

  INITIAL
- 18. Owner reserves the right to remove twenty-four (24) hour access for any reason whatsoever and without notice or compensation to Tenant. If a Tenant or his/her guests are found violating any portion of the Lease, Rental Agreement, associated Addendums, other Atlantic Self Storage Rules and Regulations, or any government law then Owner has the right to remove twenty-four (24) hour access for said Tenant with no notice.
- 19. Owner may offer amenities such as moving carts, dollies, elevators, gates, lighting etc. While the Owner strives to ensure that Tenants have access to all amenities available, there are instances when circumstances do not allow for this to occur. Owner will make every effort to ensure that amenities are accessible and available; however, it is expected that Tenants and their Guests will be understanding and cooperative to Owner as it pertains to the access of property and amenity access.
- 20. Only legally defined service animals are permitted in the office and on the premises. Non-service animals are not permitted to be outside of vehicles when Tenants and their Guests are on property, includes all buildings, drive aisles, grassy areas, sidewalks, and retention ponds.
- 21. All Atlantic Self Storage properties (including buildings and grounds) are smoke free zones. No smoking is allowed on property. No vaping is allowed inside offices or buildings.
- 22. Tenants and their guests are not allowed to plug in any device into any outlet owned and operated by Atlantic Self Storage. Violations will result in a fine. Wi-Fi is not provided to Tenants or their Guests.
- 23. Atlantic Self Storage has a No Loitering policy. The expectation is that Tenants and their Guests will access Atlantic Self Storage properties only to place items in storage or to remove items from storage, to inventory items already existing in storage, or to check the condition of said items and the storage unit. No loitering, sleeping, conducting of business, or any form of work (except for those listed above) is allowed on the Premises by Tenants or their Guests.
- 24. Select locations offer climate controlled storage units. Air temperature may vary depending on the location and floor level of the unit. Please keep exterior and interior doors closed to help the stabilization of the temperature. Owner is not providing air-conditioned space and cannot guarantee any specific temperature at the Premises. The Climate Controlled environment might sometimes be restricted by certain events. These events include, but are not limited to, power outage, acts of God, equipment failure, maintenance and repair, as well as items brought in by other Tenants.
- 25. In the event of an emergency or critical situation, Owner may relocate the contents of my storage unit to a different space and I will rent that space under the terms and conditions set forth in this document and all other relevant lease paperwork. Owner may access my storage unit for inspections, repairs or maintenance. Except in an emergency, I will receive notice of the Owner's intent to access my storage unit and, if I do not provide access to the Owner within five (5) days, Owner may remove my lock and access the storage unit without me. The Owner does not assume custody of or control over the contents of my storage unit, even if Owner enters the space or denies me access to it.

I HAVE READ AND UNDERSTAND THE ABOVE RULES AND I AGREE TO THESE TERMS AS WRITTEN AND OR AS MODIFIED UNDER THE RENTAL AGREEMENT.

PLEASE READ YOUR LEASE AGREEMENT CAREFULLY FOR ALL OTHER CONDITIONS.

DATE: \_AUGUST 31, 2019\_\_\_\_\_\_SIGNATURE:

## **Atlantic Self Storage Rules**

Facility: Oakleaf Lease # 1008925750



IN RENTING A STORAGE UNIT FROM ATLANTIC SELF STORAGE, IT HAS BEEN FULLY EXPLAINED TO ME OR I HAVE READ AND UNDERSTAND THE FOLLOWING:

- 1. I am entering upon the self-service storage facility and am storing my contents at my own risk. Atlantic Self Storage, its Agents or Employees are not responsible for damage or loss in any way. It has been recommended that units in hallways be accessed during office hours only.
- 2. I understand that if I am more than five (5) days past due in rent, a LATE FEE of \$20.00 or 20% of the rent (whichever is greater) will be added to my account, my access code will be suspended and my unit will be overlocked. LATE FEE will accrue every 30 days thereafter beginning at day thirty-six (36). A LETTER FEE of \$15.00 will be added on the fifteenth (15th) day the account is late. In addition, I will be locked out of my unit until all charges are paid in full, NO EXCEPTIONS.
- 3. I understand there will be a RETURNED CHECK FEE on any checks that are returned for any reason, including bank errors. In addition, all future payments will have to be in cash, credit/debit card, money order or certified check. Fees are assessed as follows:

\$25.00 for each check in the amount of \$50.00 or less.

\$30.00 for each check in the amount of \$50.01 up to \$300.00.

\$40.00 or an amount equal to five percent (5%) of the face value of the check, whichever is greater for each check in the amount of \$300.00 or more.

In addition, a \$10.00 NSF service fee will be applied to my account.

- 4. A requirement of renting a self-service storage unit with Atlantic Self Storage is that the tenant (Lessee) must provide evidence of insurance over the stored property either by purchasing coverage through programs made available by Atlantic Self Storage or by providing alternate proof of insurance coverage.
- 5. I must sign an "INTENT TO VACATE" form at least fifteen (15) days prior to my vacate date. I understand the last month's rent will be prorated ONLY if I pay the prorated amount prior to my current due date and submit the "INTENT TO VACATE" form. I also understand that there will be NO REFUNDS, NO EXCEPTIONS.
- 6. UPON VACATING UNIT, I WILL REMOVE ALL TRASH AND BELONGINGS FROM MY UNIT/PARKING SPACE, REMOVE MY LOCK AND LEAVE THE DOOR OPEN. MANAGEMENT MUST INSPECT UNIT PRIOR TO COMPLETING VACATE. IF A LOCK IS LEFT ON MY DOOR OR ANY ARTICLES ARE LEFT INSIDE, THE UNIT WILL BE CONSIDERED OCCUPIED AND RENT AND LATE CHARGES WILL ACCRUE. BE SURE TO NOTIFY MANAGEMENT WHEN VACATING.
- 7. I understand that no garbage, materials from job sites, lawn clippings, appliances of any kind, furniture, carpet, drywall, boards, tile, building material/equipment, car parts, tires, batteries or hazardous materials such as paint are permitted to be left on property.

  Dumpster is NOT for customer or tenant use. A minimum of \$150.00 disposal fee may be applied for anything left around the dumpster or grounds and is considered illegal dumping.

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- 8. I will provide a lock for my unit (one lock per door) at time of rental. Any unit found with two locks will have one cut off at my expense.
- 9. If my rent is fifteen (15) days late or more and I am receiving a discount, the discount will be removed. INITIAL
- 10. I understand that if I am more than thirty-six (36) days past due in rent, it is required that I pay by cash, money order or certified check.
- 11. If my rent is forty-five (45) days late, an auction filing fee may be added and my unit may be sold according to Florida Statutes unless account is paid in full prior to public sale. Cash and/or certified funds only will be accepted.
- 12. I understand that office hours are MONDAY through SATURDAY 9:30am to 6:00pm only. Select stores are open Sunday from 10:00am to 4:00pm. There is a drop slot/payment box, for checks only, for payments after hours. Payments after hours will be posted the next business day and are subject to late fees. Atlantic Self Storage is not responsible for any cash left inside the box.
- 13. If I am found taking up any portion of the property that I am not leasing with a vehicle, storage pod, or with any other item or method, I will be charged at a rate of \$25.00 per day and/or immediately towed off the property without notice and at my sole expense.
- 14. If I or any authorized user on my account cause damage to the entry/exit gate or automatic door, there will be a minimum charge of \$100.00.
- 15. Every Tenant MUST use their unit access code and enter/exit the property separately.

- 10. PARKING. Tenant agrees that it will not park, nor permit any licensee, invitee, or guest of Tenant to park any vehicle in such a manner as would block or interfere with access to any other unit within the self-service storage facility.
- 11. WRITTEN NOTICE. UNLESS TENANT SERVES WRITTEN NOTICE TO OWNER AT LEAST FIFTEEN (15) DAYS before the end of the term hereof that Tenant intends to terminate this agreement, Tenant shall thereafter hold the premises on a month to month term, to be renewed automatically until Tenant serves written notice of its intention to terminate this agreement at least fifteen (15) days before vacating. Owner reserves the right to cancel the lease at any given time for any or no reason whatsoever, upon fifteen (15) days written notice, and shall have the right to increase the rent upon thirty (30) days written notice.
- 12. DEFAULT. If Tenant violates any of the terms and conditions of this Agreement, or if the Tenant fails to pay any installment of rent or any other sum when due, then Tenant will be in default, and the Owner will have all liens and remedies provided by law, and the Tenant agrees to pay all costs and expenses incurred by the Owner in the enforcement of this Agreement, including reasonable attorney's fees, whether action be instituted or not.
- 13. PAST DUE RENT. The Self Storage Facility Act gives the Owner a "lien upon all personal property, whether or not owned by the Tenant, located at the self-storage facility for rent, labor, or other charges." Upon the Tenant's failure to pay the rent when it becomes due, the Owner may, without notice, after five (5) days from the date the rent is due, deny the Tenant access to the personal property located in the self-service storage facility until paid in full. The Owner shall have the right to place a lock on the door of the Unit on or after the sixth (6th) day of the rental period, if the rent has not been received. The overlock placed by the Owner shall serve as notification that rent is due and not paid according to the Owner's records. The overlock shall be removed only during office hours of the self-service storage facility. The overlock shall be removed within twenty-four (24) hours after receipt of acceptable payment. If the amount due from the Tenant remains unpaid after written demand from the Owner to the Tenant, the Owner may dispose of Tenant's personal property through an advertised sale to satisfy Owner's lien.

14.	PRIOR LIENS.	Tenant must disclose to Owner any lien holders with any interest in property that is or will be stored in the
	self-service storage	facility. Tenant states that there are no liens upon the property stored or to be stored at the facility except as follows:
	(write NONE if no	
	· (please initial)	-ON

- 15. NO WARRANTIES. Somer, his agents or employees, hereby disclaim any express or implied warranties, guarantees, or representations of the nature, condition, safety or security of the premises and the Tenant hereby acknowledges that the Tenant has inspected the premises and that the owner has not and does not represent or guarantee the safety or security of the premises.
- 16. NOTICES. For any notice required to be given by Owner to Tenant under this Lease, Owner will provide no more notice than the amount of notice required by any applicable federal, state or local law. Tenant agrees that it has entered into a business relationship with Owner and Owner may contact Tenant by phone, text message, email, US Mail or other means.
- 17. RULES AND REGULATIONS. The rules and regulations posted in a conspicuous place at the self-service storage facility are made a part hereof and Tenant shall at all times comply therewith.
- 18. SIZES. The actual unit sizes have been rounded out to read approximate for convenience.
- 19. CLEANING AND DAMAGE FEES. Tenant agrees to pay owner for all costs incurred in removal of abandoned property, cleaning of unit upon vacating or repair of any damage to unit. Minimum charge of \$150.00 will be applied to my account.
- 20. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any mortgages in any amount or amounts whatsoever now or hereafter existing encumbering the Landlord's interest in the Premises or the facility in which the Premises is located, without the necessity of having further instruments executed by the Tenant to effect such subordination.
- 21. SUCCESSION. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 22. BLOCKED PERSON. The Tenant nor any affiliate of Tenant (i) is listed in the Annex to, or is otherwise subject to Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specially Designated Nationals and Blocked Persons"; (iii) commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) is otherwise affiliated with any entity or person listed above.
   (please initial)

AND CORRECT. I HAVE READ THE ABOVE AND I FULLY UNDERSTAND THE TERMS AS STATED.

I HEREBY ACKNOWLEDGE THAT ALL THE INFORMATION PROVIDED FOR THIS AGREEMENT IS CURRENT

Tenant:		Nearest Relative:	STATION	Kimberly for
Print Name:	Robert L Patton		ì	ì
Address:	PO BOX 440549 Jacksonville, FL 32222	Address		
Telephone:	904-806-2006	Telephone:	90t 88	06 2826
Manager N		, Manager Sign	/ - /	
Manager has	been granted limited authority to accept this Rental.	Agreement on behalf	of Owner through its design	enated management company.

# Oakleaf Atlantic Self Storage Rental Agreement



LEASE# 1008925750	NAME Robert L Patton	Filters Heart
DL# *****7-0	SIZE 1 <u>0X15</u>	UNIT# <u>4204</u>
SSN# ** <u>****951</u>	DOB 05/07/1970	
This Pental "Agreement" is executed in dunlicate	on AUGUST 31 2010 hattwan Pahart I Patton (Tanant)	and Atlantic Salf Storage of the

This Rental "Agreement" is executed in duplicate on AUGUST 31, 2019 between Robert L Patton (Tenant) and Atlantic Self Storage as the licensed fictitious name for the fee owner of the Premises set forth below and not on behalf of any other party whatsoever (Owner) and, for the purpose of renting certain storage space in a self-service storage facility, herein described upon the following terms and conditions:

- 1. PREMISES. Unit 4204 of the facility located at 8340 Merchants Gate Drive Jacksonville, FL 32222 (Premises)
- 2. TERM. The term of this agreement shall commence on the above date and shall continue month to month until terminated as provided herein.
- 3. RENT. Tenant shall pay Owner at the address shown in the first paragraph the sum of \$139.00 each month in advance, plus all applicable charges, fees, or taxes levied on rentals, without notice, demand, setoff or reduction. All rent shall be paid on or before the anniversary date of the lease. If any rent is not paid by the fifth (5th) day after due date, Owner may collect a Late Fee of \$20.00 or 20% of the rent (whichever is greater) to cover the additional administrative costs involved, and the Tenant will be denied access to the premises until payment is made in full. Late Fee will accrue every 30 days thereafter. A \$15.00 Letter Fee will be assessed on the fifteenth (15th) day.
- 4. REFUNDS. The Tenant has paid to the Owner the sum of \$1,863.08 to secure Tenant's performance of the provisions of this rental agreement. There will be NO REFUND OF RENT AND/OR TAXES for any reason whatsoever.
- -- (please initial)

  5. USE OF PREMISES. The Tenant shall use the premises for the storage of personal property described as follows:

Tenant agrees to use storage space only for the storage of property wholly owned by the Tenant. Property is stored under the supervision and control of Tenant. Owner exercises neither care, custody, nor control over Tenant's stored property. Tenant agrees not to store property with a total value in excess of five-thousand dollars (\$5,000). Nothing herein shall constitute any agreement or admission by Owner that Tenant's stored property has any value. Nor shall anything alter the release of Owner's liability set forth in Section 7 below. Tenant agrees to abide by all rules relating to use and occupancy as promulgated by Owner. It is understood that the Tenant may remove property from storage and place other property in storage from time to time without the knowledge of the Owner. Tenant agrees that Tenant will not store any perishable goods, flammable materials, explosives or other inherently dangerous material, nor store any property which would violate any law or ordinance or regulation of any governmental authority. Tenant shall make no unlawful, improper, or offensive use of the premises; shall perform no work of any kind in or upon the premises, shall not assign or sublet any part of the premises without the prior written consent of the Owner. Tenant agrees that the premises shall be used solely for dead storage.

(please initial)

- 6. INSURANCE. A requirement of renting a self-service storage unit with Atlantic Self Storage is that the Tenant must provide evidence of insurance over the stored property either by purchasing coverage through programs made available by Atlantic Self Storage or by providing alternative proof of insurance. Such insurance is for the benefit of both the Tenant and Owner. If the Tenant fails to maintain the insurance described above, Tenant shall be deemed to have "self- insured" Tenant's property. In the event Tenant does not show proof of another insurance at the time of rental, Tenant agrees to complete and sign the Insurance Application of the program made available by Atlantic Self Storage and be responsible to pay the associated monthly insurance premiums. If Tenant fails to complete the Insurance Application, then Tenant will be automatically enrolled in the coverage of one-thousand dollars (\$1,000) through the program made available by Atlantic Self Storage and be responsible for the associated monthly insurance premium. Tenant may also show proof of another insurance at any time to have any subsequent recurring unearned premium charges removed from Tenant's account. In the event the Tenant acquires insurance with a duly licensed company, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the Tenant against Owner, its agents, or employees.
- 7. LIABILITY. All personal property stored within or on the premises by Tenant shall be stored at Tenant's sole risk. Owner and Owner's agents shall not be liable to Tenant for any damage or loss to any personal property while at the premises arising from any cause whatsoever including, but not limited to, theft, water damage, mysterious disappearance, rodents, mildew, acts of God, or the active or passive acts or admissions of Owner or Owner's agents.
- 8. INDEMNIFICATION. Tenant will indemnify, hold harmless and defend Owner, his agents or employees 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 Tenant's use of the premises or while or anywhere on Owner's property where the premises is located. This indemnity includes, but is not limited to, all liabilities released by Tenant in Section 7 and any personal injuries, loss of life or other physical damage personally to Tenant or his/her guests or which Tenant and/or his/her guests cause to any other guest, employee of Owner, or any other person which shall be Tenant's and/or his/her guests shall be solely liable.
- 9. MAINTENANCE. Tenant agrees to make no alterations or improvements to the premises without the prior written consent of the Owner. Tenant shall not commit any waste of the premises, will maintain the premises in a neat and orderly manner, and will quit and deliver up the premises at the end of the term in as good condition as they are now. Tenant further agrees to reimburse Owner for any costs incurred in cleaning the unit or repairing any damages to the unit.