

DOWNTOWN SELF STORAGE FACILITY

RULES AND REGULATIONS

1. Agreement. These Rules and Regulations (the “Rules”) are incorporated into, and made part of, the Agreement between Occupant and Owner. Defined terms have the same meanings given to those terms in the Agreement. If there is a conflict between these Rules and the Agreement, the Agreement shall control. Owner may, at its sole option, change these Rules at any time by posting thirty (30) days’ advanced notice on its website and/or by providing Notice to Occupants. Occupants are encouraged to view Owner’s website frequently to ensure compliance with the Rules.
2. Prohibited Acts. Occupants may not, under any circumstances:
 - a. Store items in Occupant’s Unit with an aggregate value in excess of the Occupant’s private insurance or DSS Protection Plan coverage.
 - b. Modify or alter the Unit in any way.
 - c. Allow other persons not expressly made party to the Agreement to use or store property within the Unit.
 - d. Conduct any business or hobby, or manufacture, exhibit, or sell items from a Unit.
 - e. Use the Unit for any illegal purpose.
 - f. Store within the Unit any weapons or ammunition of any kind including, but not limited to, firearms, bullets, magazines/clips, explosives, or other weapons or weapon accessories including fireworks, “BB” guns, pellet guns, paintball guns and any other mechanism capable of firing a projectile, whether by combustion or propulsion and/or drugs of any kind, including prescription medications and any other prohibited items stated in the Agreement.
 - g. Store within the Unit any bills, currency, data, deeds (whether or not recorded), notes, bonds, securities, or stamps, animals (including birds, fish, insects and the like); aircraft (including drones), furs, garments containing fur, jewelry, watches, precious or semiprecious stones, gold, goldware, gold plated ware, silver, silverware, platinum or other precious metals or alloys, and any photography equipment (whether digital or otherwise).
 - h. Store within the Unit any hazardous materials including, but not limited to, any substance that is, or may be considered: toxic, reactive, volatile, flammable, explosive, corrosive, or that are, at any time, regulated by any Washington State, United States, or local authority.
 - i. Store items that, in Owners determination, attract vermin or insects (including any food or perishable item), create a nuisance, have a noxious odor or stench, or endanger the safety or health of people or the environment (including mothballs).
 - j. Use any dumpster or garbage depositories belonging to Owner or the Facility not specifically designated for Occupant use and/or disposal of waste. Occupants may be fined for violating this prohibition.
 - k. Store any items, including Unit Contents, at a height higher than a plane which is the greater of (a) 6” below the height of the Unit walls, or (b) 18” below the fire sprinkler head(s) within the Unit. It is recommended to store items off the floor and the use of plastic containers for sensitive items that may be affected form moisture.
 - l. Hang any item, at any time, from any portion of the Unit, including any doors, walls, fencing or other structure enclosing any portion of the Unit, and including sprinkler heads or other fire suppression systems thereabout. Owner reserves the right to inspect Units for compliance with these requirements.

m. Store any item, including Unit Contents, in front, beside, or on top of any Unit. Occupant shall not leave any item in any hallway or other portion of the Facility outside of the Occupant's secured Unit for any period of time. Any items found outside of any secured Unit may be disposed of by Owner without incurring any liability whatsoever and without Notice to any person, including the Occupant of any Unit.

n. Access the Facility or the Unit outside of Owner's hours of operation, unless otherwise agreed to by Owner in writing. Occupants found at the Facility or attempting to enter the Facility outside of Owner's hours of operation shall be deemed and dealt with as trespassers.

o. Close the door to the Unit while accessing same; Occupants shall keep the door of the Unit open at all times while physically accessing the Unit and the Unit Contents.

3. Unsecured Units, Fees, and Replacement Locks.

a. All Units shall be secured with a proper lock at all times, except when an Occupant is physically accessing the Unit. Owner may place a new lock on any Unit that is not secured by a proper lock. Occupant shall be liable for the cost of the services rendered by Owner, which cost shall in no event be less than the Administrative Fee described in the parties written Agreement.

b. If an unsecured Unit appears to be vacant, or if such a Unit contains only items Owner reasonably believes to be trash, Owner may dispose of the trash, at Occupants' cost (a minimum cost equal to the Administration Fee provided for in the Agreement) and consider the parties' Agreement terminated.

c. If Monthly Rent is 30 days or more past due, Owner may, in its sole discretion, remove Occupant's lock from the Unit to prepare for the sale of the Unit Contents.

4. Entering and Exiting the Facility.

a. Use of any street-side loading dock or related parking area, whether or not designated as such, shall be at the user's sole risk. Owner shall not be liable for, and hereby disclaims any warranty, express or implied, for any damage, loss, or injury caused by, or related to, parking in any loading area, which shall be the sole responsibility of the Occupant.

b. When entering the Facility, Occupants shall enter a personalized code into the keypad. Occupants shall not share or disclose the personalized code with other Occupants or persons not a party to the written Agreement.

c. While entering and exiting the Facility, Occupants shall open the door fully and completely such that no portion of Occupant's, a guest's or a contractor's person or property dents, dings, or otherwise damages the Facility.

d. Only one person shall walk through the Facility entry door at a time, whether entering or exiting through same.

e. Occupant shall be liable for the cost of repair for any damage caused to the Facility by the Occupant, a guest, or a contractor (including any moving company), a cost which shall in no event be less than the Administrative Fee provided in the Agreement.

f. Owner is not liable for any damage caused to an Occupant or an Occupant's property while entering and exiting the Facility.

5. Facility Security Systems. Any security system owned or operated by Owner at or about the Facility such as fences, gates, or video cameras are solely for Owner's protection. Occupants may not, and shall not, rely on these security systems to protect the Units, the Unit's Contents, Occupants or Occupant's vehicles or personal property.

6. Equipment. Occupants must protect and safeguard the keys to the Unit. If Occupant loses a key, it is recommended that Occupant replace Occupant's Unit lock immediately to avoid unauthorized

access. **OWNER DOES NOT VERIFY THE AUTHORITY OF THOSE ENTERING UNITS WITH KEYS.** If any special equipment such as a key (or set of keys), remote control, and/or portable electronic device is provided to Occupant by Owner, Occupant shall protect and safeguard the equipment, timely returning it to Owner. If the special equipment is damaged or lost, Occupant shall pay to Owner the cost to replace the special equipment.

7. Compliance with Law Enforcement. Owner cooperates with law enforcement officials in all reasonable respects including, but not limited to, any reasonable request for production of business records, video footage, and subpoenaed documents and allowing law enforcement officials to enforce and execute arrest and search warrants.

8. Lack of Climate Control. The temperature in a Unit is not controlled unless the Unit is expressly designated as a “temperature controlled” Unit. Unless so designated, Owner expressly disclaims any warranties, express or implied, regarding the temperature, humidity, or other issues related to climate control, within the Facility. When a Unit is designated “temperature controlled,” Owner will make reasonable efforts to maintain a temperature of between 55 and 80-degrees Fahrenheit in the portion of the Facility within which the temperature-controlled Unit is located. The temperature control may be accomplished through any type of control system, including, but not limited to, “swamp coolers” or portable air conditioning units. Regardless of whether a Unit is temperature controlled, Occupants must regularly inspect the Unit and the Unit Contents to prevent the growth of mold and mildew. In no event shall Owner be responsible for the growth of mold or mildew on the interior portions of the Unit or on the Unit Contents.

9. Payment. Occupant may pay amounts due, including the Monthly Rent and any Fees, in cash or by check, credit card, debit card, or ACH. Owner may, in its sole discretion, accept other forms of payment. Owner may refuse any form of payment, other than cash, when Occupant attempts to make payment with a card or account on which Occupant’s name is not expressly listed, or at any time following Occupant’s default.

10. Conduct of Occupants within the Facility. Occupants shall conduct themselves appropriately while in or about the Facility. Any form of harassment toward Owner, its employees, agents, or other Occupants, including any foul language, boisterous behavior, or other behavior that interferes with Owner’s business or negatively affects Owner’s employees, agents, or other Occupants, will not be tolerated. Occupant acknowledges and agrees that misconduct in or about the Facility negatively reflects on Owner and its business operation and that any such misconduct, even in the first instance, may constitute an event of default as provided in the parties’ Agreement.

11. Moving Carts and Equipment. Owner may offer complimentary moving carts and other equipment for Occupant use (“Moving Equipment”). Moving Equipment shall not be left unattended in or about the Facility, nor shall any Moving Equipment be stored in any Unit. Occupant shall be liable to Owner for all costs or fees incurred by Owner in repairing or replacing damage to the Facility, Moving Equipment, or both, arising out of, or relating to, an Occupant or a guest’s improper or negligent use of the Moving Equipment. Occupant shall also be liable for the replacement cost of Moving Equipment stolen or lost during Occupant’s use of the equipment.