

TERMS AND CONDITIONS

Effective Date: 1/1/2026

Welcome to Champlain Valley Self Storage, LLC ("CVSS," "we," "our," or "us"). These Terms and Conditions govern your use of our website and storage services available through Champlain Valley Self Storage, LLC.

By accessing our website, renting a storage unit, creating an account, making payments, or otherwise using our services, you agree to these Terms and Conditions.

1. Company Information

Champlain Valley Self Storage, LLC
78 Lincoln Street
Essex Junction, VT 05452
Phone: (802) 871-5787

Website: www.champlainvalleyselfstorage.com

2. Storage Rental Agreement

Rental of any storage unit is subject to execution of a separate Rental Agreement. In the event of any conflict between these Terms and the Rental Agreement, the Rental Agreement shall control.

The storage unit is rented solely for lawful storage purposes and may not be used as a residence, business office, workshop, or for any unlawful activity.

Champlain Valley Self Storage

Champlain Valley Self Storage, LLC
(802) 871-5787

Website: www.champlainvalleyselfstorage.com

78 Lincoln Street
Essex Junction, VT 05452

Executed on: _____

Tenant Gate Code: _____

Unit #: _____

Monthly Rent: _____

Lease Number: _____

Tenant Name: _____

(Tenant Signature)

(Tenant Company Name)

(Tenant Street Address)

(Tenant City, State, Zip)

(Tenant Home Phone)

(Tenant Mobile Phone)

(Tenant Work

Phone)

(Tenant Email Address)

(Tenant Drivers License # / State)

I, _____ accept the terms outlined below and apply for storage:

This is a monthly lease for storage beginning the date first written above. The first month's rent is hereby acknowledged along with receipt of performance deposit. Each succeeding month's rent is due and payable on the FIRST day of each succeeding month until

terminated by either OWNER or OCCUPANT in writing. **RENT IS NOT PRORATED AT TIME OF MOVE OUT.**

1. This self-storage facility is operated in accordance with the Vermont Self-Storage Facility Act, Sec. 9 V.S.A Chapter 98 and any other applicable Vermont law.

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-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 collectively herein called the "agreement," and for no other purpose whatsoever. Living, sleeping, inhabiting or loitering in unit is strictly forbidden and will result in immediate eviction and lease cancellation, with no exceptions.

3. TERM AND TERMINATION: The term of the agreement shall commence on the date set forth above and automatically continue 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 written notice thereof to OWNER AT LEAST TEN (10) DAYS IN ADVANCE OF VACATING DATE. SEE EXHIBIT FOR NOTICE. OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of this 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.

4. RENTAL TERMS AND MOVE-IN COSTS: OCCUPANT agrees to pay rent in the amount of \$ _____ to OWNER as set forth above, provided, however, that 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. All rental is payable in advance. The minimum rental term is one month. If the agreement begins on or before the 25th of the month the first payment due at the time of rental shall be for the prorated balance of the current month remaining plus a performance deposit. If the agreement begins after the 25th of the month the first payment due at the time of rental shall be for the prorated balance of the current month remaining, plus the next full month's rent plus a performance deposit. Subsequent monthly rental payments are due on or before the first day of each subsequent month until this agreement is terminated. **RENT IS NOT PRORATED AT TIME OF MOVE OUT.** Rental payments are not refundable. The performance deposit paid by OCCUPANT to the OWNER shall not be applied as rent, will not accrue interest and the OWNER will not segregate the performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S

removing his personal property from the premises in a timely fashion at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear expected, and having 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 locking device is on the unit. Performance deposit will be returned by U. S. Mail within 10 days of termination. OWNER will charge a non-refundable administrative charge of \$10.00 at the time of rental.

5. STATEMENTS, NOTICES AND MANDATORY 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 will only be given when rent is delinquent. A list of mandatory service charges / notice dates is listed on page 12. All service charges are due without prior notice as additional rent to defray clerical and administrative expenses incurred by the OWNER. 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. OWNER'S LIEN AND DENIAL OF ACCESS: The OWNER shall have a possessory lien upon all personal property located within a storage space within this self-storage facility for rent, labor or other charges, present or future, in relation to the personal property, and for expenses relevant to its preservation or expenses reasonable incurred in its sale pursuant to Chapter 98. Storage Units. The lien attaches as of the date the personal property is brought to or placed in a regular storage space at this self-storage facility. The OWNER may deny OCCUPANT access to the premises or self-storage facility if they have been in default continuously for a period of twenty-one (21) days. A notice will be sent to the last known address of the OCCUPANT informing them they have been denied access and that the OWNER intends to proceed with enforcement of their lien in accordance with the Vermont Self-Storage Facility Act. For purposes of OWNER'S lien: "personal property" means movable property, not affixed to land, and includes, goods, merchandise and household items. The OCCUPANT is required to disclose in writing the existence of any lien on any stored personal property prior to the commencement of storage. "Last known address." means that address provided by the OCCUPANT in the latest rental agreement or the address provided by the OCCUPANT in a subsequent written notice of change of address. "Default" as used in this agreement means the failure of the OCCUPANT to perform in a timely manner any obligation or duty set forth in this agreement.

7. AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS: By signing this agreement, I, _____ hereby acknowledges that he has read,

is familiar with, and agrees to (a) all of the terms and conditions of this agreement, (b) the provisions printed on the reverse 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, a true and exact copy of this agreement, and, if applicable, the titled property addendum. If OCCUPANT is enlisted in an active or reserve Military role they shall contact the office within 48 hours of rental to complete and submit an additional Military Rider found in the Schedules section of this agreement. To submit required Military Rider please contact our central office at 802-871-5787

8. INSPECTION: OCCUPANT has been afforded an opportunity to inspect the self-service storage facility, and I, _____ hereby acknowledges and agrees that the premises and the common areas of the self-service storage facility are satisfactory for OCCUPANT'S purposes, including the safety and security 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. OCCUPANT has 24 hours from time of lease commencement to inspect unit # _____ and contact Owner if any damages or issues are present. After 24 hours OCCUPANT accepts unit and the conditions of agreement herein.

9. 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, except injuries caused by an affirmative act of OWNER or OWNER'S AGENT, 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 such injuries or losses however occurring, and OCCUPANT agrees that OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.

The OWNER does not provide insurance on the stored personal property against loss or damage. The OCCUPANT must provide his own insurance for any personal property stored.

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 or any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, snow, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever.

10. RELEASE OF LIABILITY: The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, civil disturbances fire, smoke, water, snow, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.

11. WAIVER: The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.

12. 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, the premises or the contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.

13. INDEMNIFICATION AND HOLD HARMLESS: OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANTS rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the self-service storage facility.

14. WAIVER OF SUBROGATION: OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.

15. COMPLIANCE WITH LAW: OCCUPANT shall not store any personal property which shall be in violation of any other law 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.

16. USE AND ALTERATIONS: OCCUPANT shall not make or allow any alterations to the premises. The premises shall be used for approved storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. The OCCUPANT will not use the premises for the cultivation, processing, or storing of any cannabis, hemp or other plants. The OCCUPANT shall not use the premises for the storage of food, perishables, dog food, bird seed or similar related items that can attract rodents. The OCCUPANT will not use the premises as a residence.

Living or inhabiting in unit is strictly forbidden and will result in immediate eviction and lease cancellation, with no exceptions. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.

17. WASTE, QUIET CONDUCT, MAINTENANCE: OCCUPANT shall not commit, or allow to be committed, any waste upon the premises or in any building or property adjacent to the premises, nor shall OCCUPANT use the premises for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the premises, whether to the interior or exterior of the premises, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible.

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, OCCUPANTS AGENTS, EMPLOYEES or INVITEES. 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 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 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.

18. HAZARDOUS, TOXIC MATERIALS and FLAMMABLE and COMBUSTIBLE

LIQUIDS and GASES PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility grounds classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. This prohibition extends to flammable and combustible liquids and gases, except as permitted by law. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material or flammable or combustible liquid or gases by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items and may involve the appropriate governmental authorities where necessary, without any liability to the Owner or its agents.

19. INSURANCE: Occupant, at Occupant's expense, shall maintain a insurance policy against loss or damage, fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance to its stored personal property in an amount at least equal to the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. If Owner requests; Occupant shall provide evidence of the required insurance coverage in the form, of a certificate of insurance or declaration page (the "Insurance Policy"). Owner shall keep a copy of the Insurance Policy at all times, and Occupant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this rental agreement.

20. 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. OWNER has the right, as he deems necessary, or at the request of any governmental authority, to remove such locking device by cutting or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified, via 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 overlook until the OCCUPANT can inspect the personal property and 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. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency, and OWNER'S overlook remains on the premises, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.

21. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect or that may be put into effect from time to time.

22. OCCUPANT ACCESS: Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, refusing entry to facility or to occupant's space by anyone other than occupant, and inspecting vehicles that enter or leave the storage facility.

23. NO SUBLETTING: Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

24. ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY: Any personal property that remains in or around the OCCUPANT'S premises after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as their property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the personal property abandoned if the OCCUPANT removes the locking device from the premises. By contract the OCCUPANT is required to utilize a locking device at all times. If said abandoned property or any part thereof is 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 damages to which owner may be entitled. If the owner deems the personal property to have no saleable value; the OWNER may dispose of the personal property at OCCUPANT'S expense. .

25. OWNER'S RIGHT OF ENTRY: OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an emergency, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the premises to take action as necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. An emergency, as used in this agreement shall be defined as any event which jeopardizes the health, safety and/or well being of the self-service storage facility and its customers or any appurtenant buildings, land or chattel stored within the self-service storage facility. Following the emergency the OWNER shall promptly notify the OCCUPANT that access to the premises was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.

26. SALE OF CONTENTS: In the event of default in the payment of rent or other charges specified in this agreement or if OWNER determines the stored personal property abandoned by the OCCUPANT, the OWNER'S claim of lien shall be enforced in accordance with the Vermont Self-Storage Facility Act. Sec.2.9 V.S.A Chapter 98 or any other applicable Vermont law. Any sale or disposition of a motor vehicle shall be performed pursuant to chapter 21 of Title 23 and any sale or disposition of a vessel, snowmobile, or all-terrain vehicle shall be performed pursuant to chapter 36 of Title 23.

27. NO WARRANTIES: OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the self-service storage facility and OCCUPANT hereby acknowledges, as provided in article 8 on page 2, the OCCUPANT has inspected 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 the premises located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.

28. ACCEPTANCE OF PAYMENT OF RENT: The 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 the date 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 the stored personal property as

provided by Law. The OWNER reserves the right to require any past due payment be made in cash, cashier's check, or money order.

29. OWNER'S LIEN: Vermont Lien Law §2, 9 V.S.A., chap. 98, provides the Self Storage Owner a Lien on all property of Occupant stored at its facility for occupancy charges or other charges past due, or due in the future, and for expenses necessary and reasonably incurred for the preservation of occupant's property. This lien is superior to any other lien or security interest, except an active lien registered with the Vermont Secretary of State, and goes into effect as of the date the property is brought to said facility pursuant to a valid rental agreement. The owner has the right to enforce this lien pursuant to the provisions of the Vermont Lien Law should the occupant: (1) fail to pay occupancy charges or any other charges incurred; (2) abandon the storage unit; (3) damage Owner's premises or the storage unit by occupant's actions or failure to act; and (4) fail to comply with any term of this Agreement or any of the rules and regulations of the Owner.

30. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective right 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, or Owner's agents or employees, on any matter arising out of, or in any way connected with this occupancy agreement, Occupant's use of the storage space or this storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

31. NOTICES: All notices required by this Occupancy Agreement shall be sent by email and / or first-class mail postage prepaid or by Certified Mail, postage prepaid, to Occupant's last known address. Notices shall be deemed delivered when deposited with the United States Postal Service or when email is sent by Owner. Notices will be emailed to this address: _____ . When first class or Certified Mail is used notices will be sent to this address: _____

32. NO ORAL AGREEMENTS: This occupancy agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not

relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this occupancy agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

33. ACCESS CONTROL MEASURES: This self-service storage facility utilizes various access control measures designed to deter unauthorized access to the self-service storage facility. However, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.

34. 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 space is not rented by the square foot, and rent is not based on square foot measurements. Space will be approximately: _____' X
_____,

35. COVENANT OR CONDITION WAIVER: The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this 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.

36. BANKRUPTCY AND OTHER LEGAL PROCEEDINGS: In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the premises is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the following: Champlain Valley Self Storage, LLC 78 Lincoln St Essex Jct, VT 05452 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.

37. ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS: In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by OCCUPANT, OCCUPANT Shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees

that the OWNER has the right to provide a third party collections agency with the OCCUPANT'S contact information to collect rent and/or other charges incurred by the OWNER under this agreement. The OCCUPANT will also be responsible to pay any associated costs incurred by the OWNER with respect to the engagement of such third party collection agency.

38. SUCCESSORS: All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.

39. NUMBER AND GENDER: 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.

40. CONSTRUCTION: This agreement has been reviewed and negotiated and as terms and provisions explained to OCCUPANT. Accordingly, OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.

41. SEVERABILITY: In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.

42. 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. 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.

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

44. TEMPERATURE CONTROL (As Applicable)(ONLY UNITS #400-429): The term "temperature controlled" for the purposes of this lease means that OWNER will use reasonable efforts to avoid temperature extremes in unit by keeping the unit warmer than

the outside temperature in cold weather, and cooler than the outside in hot weather through the use of HVAC or other system. As with any mechanical system, it is subject to failure or malfunction. The OWNER makes no representations regarding humidity control or safety of contents stored in the unit. The temperature controlled spaces do not provide constant internal temperature or humidity control and OWNER does not guarantee that temperature and humidity will not fluctuate. OCCUPANT releases OWNER and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of OWNER or its respective agents, employees or affiliates. OCCUPANT understands that there is a risk of the growth of mold and/or mildew on OCCUPANTS stored property, even in a temperature controlled Space. OCCUPANT acknowledges that they will not block, cover, obstruct or restrict in any way the HVAC floor vents located inside unit or in common areas. These vents must remain free of obstruction to provide adequate air flow by HVAC system. OCCUPANT understands that units provide open airspace along drop-ceilings so HVAC air can properly function. OCCUPANT shall not store items above wall height (8'2"). OCCUPANT understands that the entry door located by the keypad shall not be propped or held open at anytime, and OCCUPANT shall ensure door is properly closed upon leaving temperature controlled area.

NOTE: (1) THE PROPERTY STORED IN THE LEASED SPACE IS NOT INSURED BY THE OWNER AGAINST LOSS OR DAMAGE. IT IS THE SOLE AND EXCLUSIVE OBLIGATION OF THE TENANT (OCCUPANT) TO PROVIDE ITS OWN INSURANCE AGAINST LOSS OR DAMAGE TO ANY PROPERTY STORED IN THE LEASED UNIT. (2) VERMONT LAW GIVES THE OWNER OF THE SELF STORAGE FACILITY A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED UNIT AND, IN THE EVENT OF FAILURE TO PAY RENT AND OTHER LAWFUL CHARGES, THE STORED PROPERTY IN THE LEASED UNIT MAY BE SOLD AT AUCTION TO SATISFY THE LIEN AFTER DUE AND PROPER NOTICE TO THE OCCUPANT AND THE FACILITY OWNER SHALL NOT BE LIABLE FOR DAMAGE, LOSS OR SALE OF ITEMS OF SENTIMENTAL NATURE OR VALUE.

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Self Storage Contract Schedules:

- 1. Notice To Vacate**
- 2. Military Rider**
- 3. Fee Schedule**
- 4. Alternative Contact**

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NOTICE OF INTENT TO VACATE STORAGE UNIT

Tenant Name: _____

Storage Unit #: _____

(please print clearly)

I enter this as my 10 day written notice of intent to vacate above unit as required by my rental agreement.

Today's Date: _____ I will be moving out, have all contents removed, and have the unit broom swept and unlocked on Vacate Date: _____ I understand that if the unit is not completely empty, broom swept and unlocked on the date I've provided my performance deposit is forfeited and I will be charged for removal, cleaning, lock removal, etc. of the unit. If I extend my vacate date I understand that this 10 day written notice will become null and void and a new one will need to be given to satisfy the 10 day requirement.

Signature of Account Holder: _____

Your performance deposit will be mailed to you within 7 days of satisfying above terms. If you have a new mailing address please provide it here:

If any terms above are in conflict with the original rental agreement, the terms and conditions of the rental agreement prevail.

Champlain Valley Self Storage

Champlain Valley Self Storage, LLC
(802) 871-5787

Website: www.champlainvalleyselfstorage.com

78 Lincoln Street
Essex Junction, VT 05452

Military Rider (A):

SERVICEMEMBERS CIVIL RELIEF ACT (50 U.S.C. App. §501 et seq.)

As you have stated in the information section of this Occupancy Agreement that you are, or are about to become a member of the U. S. Military or Reserves or National

Guard, please contact our office at 802-871-5787 to complete the following information which shall become part of this agreement:

To which branch of the military service, the reserves or the National Guard are you attached?

Military Unit name:

Military Unit Phone No.:

Military Unit Military Address: _____

Military Contact: _____

Occupancy Start Date: _____

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NOTICE & FEES SCHEDULE A

1st of Month - Rent is due.

8th of Month - First Notice of Default is emailed, \$17.00 fee is charged to account.

21st of Month - Overlock will be applied to unit door.

28th of Month - Second Notice of Default (Lien Notice) is mailed; \$110.00 fee is charged to account. Balance due within fifteen (15) days.

No less than fifteen (15) days from date of Second Notice of Default (Lien Notice) auction ad will be placed in a local Newspaper.

No less than fifteen (15) days from first publication of auction ad, unit contents will be Auctioned.

FEE SCHEDULE:

1.Late Payment Charge (Late Fee):	\$17.00
2.Returned Check / NSF:	\$25.00
3. Leaving A Dirty Unit At Move-Out:	\$100.00
4. Lock Cutting Charge:	\$100.00
5. Lien Notice Charge:	\$110.00
6. Certified Mail Charge:	\$50.00
7. Vacate Notice Not Given:	Forfeiture of Deposit
8. Damage To Unit:	To Be Determined Upon Vacating

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Alternate Contact Information

(ALTERNATE CONTACT)

(ALTERNATE TELEPHONE)

ALTERNATE CONTACT may only receive notices pursuant to Occupancy Agreement or §2, 9

V.S.A., chap. 98, Vermont Lien Law as may be required. This designation does not provide an

alternate contact with authority to access leased space except as provided by law or with written

consent of Occupant as provided herein.

OCCUPANCY STARTS: _____

RENT DUE: 1ST OF MONTH

3. Website Use

Users may not:

- Attempt unauthorized access to systems or accounts
- Interfere with website operation
- Upload malicious software
- Use automated tools to scrape or harvest website content
- Submit false information

We reserve the right to suspend or terminate access for violations of these Terms.

4. Online Reservations and Rentals

Unit reservations are not guaranteed until confirmed by Champlain Valley Self Storage.

Unit availability, pricing, promotions, and specifications may change without notice.

We reserve the right to reject, cancel, or modify reservations at our discretion.

11. SMS and Email Communications

By providing contact information, customers consent to receive communications related to:

- Account notifications
- Payment reminders
- Facility announcements
- Rental administration
- Customer service matters

Customers may opt out of marketing communications at any time.

5. Privacy

Information collected through our website and rental process is subject to our Privacy Policy. <https://www.champlainvalleyselfstorage.com/privacy-policy/>

We may collect and use information necessary to:

- Process rentals
- Manage accounts
- Collect payments
- Comply with legal obligations
- Improve customer service

We do not sell customer personal information to third parties.

18. Contact Information

Champlain Valley Self Storage, LLC

Mailing Address:

78 Lincoln Street

Essex Junction, VT 05452

Phone: (802) 871-5787

Website: www.champlainvalleyselfstorage.com

By using our website or storage services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.