

**Notice to Occupant:** The owner of a self-service storage facility has a lien on all personal property located at the self-service storage facility for rent, labor, or other charges in relation to the personal property, and for expenses necessary for preservation or expenses reasonably incurred in its sale or other disposition pursuant to the Self-Service Storage Lien Act (§48-11-1 to §48-11-9, SMSA 1978 (1995 Repl. Pamp. & Cum. Supp. 2016). Please take notice that all articles stored under the terms of this rental agreement will be sold or otherwise disposed of under the terms and conditions of the self-service storage lien act if the occupant is in default.

**Terms and Conditions of this Rental Agreement:**

**DATE:** \_\_\_\_\_

Name (The "Occupant")  E-mail address

Mailing Address  City,  State  Zip

Phone (Cell)  Phone (other)       
Social Security No. (last 4)

**Occupant's main vehicle used to access facility:**

Vehicle Make/Model  Year  Color  License Plate No.

**Alternate Person to whom notices may be sent:** *Optional*

Name  Mailing Address  City  State  Zip

Phone (Cell)  Phone (other)

**Emergency Contact Information (if other than Alternate Contact):**

Name  Mailing Address  City  State  Zip

Phone (Cell)  Phone (other)

Owner may contact such alternate/emergency contact person(s) in event of casualty (fire, accident or damage, etc.), or other emergency, or if Owner is unable to reach Occupant. Further, unless Occupant refuses consent by marking this box , Owner may at Owner's option allow such person(s) or Occupant's designated representative, brother, sister, spouse, parent, or child over 18 to have access to the Premises if such person signs an affidavit that Occupant is deceased, incarcerated, permanently missing or permanently incapacitated.

**Occupant Must List All Liens Or Security Interests In Any Personal Property (Including Vehicles) To Be Stored In The Premises.** Failure to do so may result in criminal penalties being levied against Occupant. List the lien holder's address, Personal Property liened, and the amount of the lien.

Lien Holder	Address of Lien Holder	Personal Property Liened	Amount of Lien
Rent \$	Security Deposit \$	Administration Fee <b>\$10.00</b> (one time fee)	Insurance <b>\$0.00</b>
Next payment due on the 1st of the month (the "Renewal" Date)	Approximate Size X	Unit No. (the "Premises")	Gate Access Code

The description of the Premises is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Premises actually contains more or less square feet than set forth herein and no refund is due if the Premises contains less square feet than stated. Occupant is renting the Premises by the space not by the square foot.

**NOTICE TO OCCUPANT: Do not sign this rental agreement before you read it, fully understand, and agree to abide by the covenants and conditions herein. This rental agreement is five (5) pages long.**

**REMIT MONTHLY PAYMENT AND NOTICES BY MAIL TO:**

**Freedom Self Storage**  
**420 Freedom Lane, Bernalillo, NM 87004**  
**(505) 867-4440**

- Occupant MUST notify Freedom Self Storage, in writing, of any address, phone number change or any intent to vacate at least 10 DAYS BEFORE the renewal date.

- **Visit Our Website [www.freedomstoragenm.com](http://www.freedomstoragenm.com)**  
TO PAY RENT AND VIEW OTHER NOTICES AND SPECIALS.

**Occupant or Spouse is in active or reserve military status?**

If yes, who? \_\_\_\_\_

Commanding Officer Name: \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_

Military ID # \_\_\_\_\_

Titled Vehicle Stored?  YES  NO  
(if YES, Vehicle Addendum or Rental Agreement is required)

Monthly Invoice Mailed:  YES  NO  
(\$2 Service charge for each Invoice).

1. **Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a self-storage space (the "Premises") from the Owner TSK Investments LLC, ("Owner") d/b/a Freedom Self Storage (the "Facility"), shall be on a month-to-month basis and shall automatically renew for successive one month periods on the Renewal Date of each month unless terminated as provided for in Item 6 or 20 and 21. Owner may increase Rent for the Premises with thirty (30) days advance written notice to Occupant. A one (1) month minimum Rental is required.
2. **Rent is Due on the Renewal Date of Each Month:** Rent shall be in the amount specified above, payable monthly to Owner in advance, without demand or notice, on the Renewal Date of each month during the term of this Rental Agreement and any extensions or renewals thereof. Occupant agrees to pay Rent in person, by mail, with credit card (in person, phone authorization, or by written authorization) or by Owner's secured website (www.freedomstoragem.com) and shall not mail Rent in the form of cash into the office by any "drop slot". It is expressly agreed and understood that Owner does not send monthly statements or reminders of Rent due dates. Occupant shall not fail to pay Rent even if Occupant does not receive an invoice or bill. Owner may require payments of Rent to be in the form of money order or cashier's check in the event Occupant is in Default or has any payment due Owner returned for any reason, including insufficient funds. Rent is non-refundable. No payments at Owner's office can be made within forty-eight (48) hours of a lien sale, all payments must be made in hand to Owner and accepted by Owner or Owner's agent.
3. **Credit/Debit Card Authorization for Payment of Rent and Other Charges:** Occupant has authorized Owner to automatically charge or debit the credit/debit card (which is owned by the Occupant or upon which Occupant has authority to charge) on the Renewal Date or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions section of this Rental Agreement, as Rent and Additional Rent for each and every month Occupant continues to occupy the Premises. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent or other charges due to Owner, the Owner may charge/debit Occupant's credit/debit card any sum due and owing upon termination including, but not exclusively, damages to the Premises or Facility, outstanding Rent due, any other default charges, clean up charges, dumpster charges, and any other sums due and owing at the termination. The authorization to charge/debit Rent or other charges shall survive Occupant's termination if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the Rental Agreement.
4. **Security Deposit:** Owner acknowledges receipt of the Security Deposit, if any, as specified above which shall secure Occupant's performance of all terms of this Rental Agreement. Occupant agrees that Owner need not segregate the Security Deposit from other funds and that no interest will be due Occupant for the period during which the Security Deposit is held. The Security Deposit shall be returned to Occupant within thirty (30) days of termination, if Occupant gives proper notice as described in Provisions 6 and 21, less all charges for cleaning, repairing or otherwise preparing the Premises for rental to others. Owner may also deduct from the Security Deposit any unpaid Rent, damages, charges, costs, or expenses due to Owner.
5. **Administration Fee:** Contemporaneously with the execution of the Rental Agreement Occupant has paid to Owner a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.
6. **Termination.** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through end of the term (Renewal Date) and Occupant notifies Owner of Occupant's vacating of the Premises at least ten (10) days before the end of the term. Owner may terminate this Rental Agreement by giving Occupant ten (10) days written notice prior to the end of any term. The Premises shall be left

broom clean, free of trash, and Occupant shall remove all Personal Property (or additional Rent may accrue) and the Occupant's lock must be removed. Occupant shall fully vacate by the date stated in Occupant's or Owner's Notice. Owner charges and Occupant is responsible for a Fifty Dollar (\$50.00) per hour charge for cleaning the Premises, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove Personal Property and/or clean the Premises.

7. **Other Charges and Fees:** Occupant is in Default if Rent is not paid by the Renewal Date, and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Occupant is in default, the following fees shall be charged:

<b>CHARGES AND FEES</b>	Late/Red-Lock Fee (6th day after Rent is due; Your unit will be Red-Locked and gate access will be denied).....	<b>\$10.00</b>
	If late for three (3) consecutive months, .....	<b>\$20.00</b>
	Pre-Lien, Lock Check Charge (on the 20th day after Rent is due) .....	<b>\$30.00</b>
	Cut Lock, Inventory, Certified Letter Charge (45 days after Rent is due).....	<b>\$ 50.00* + Certified Mail Fees</b>
	Final Late/Sale Notice Fee (60th day after Rent is due) .....	<b>\$30.00</b>
	Sale Fee- imposed on day advertisement runs (including ad cost) .....	<b>\$75.00</b>
	NSF/Returned Check Fee (bank charges).....	<b>\$40.00 + Applicable Fees</b>
	Cleaning Fee (1 hour minimum) .....	<b>\$50.00/hr + Disposal Fees</b>
	Lock Cut Fee (at Occupant's request) .....	<b>\$30.00*</b>

\*If lock is not in proper position, an additional fee of \$50.00 will be applied. See #34. Lock Placement for more information.

For the purpose of determining if Rent is paid on time, the date the payment is received in the Owner's office, not the postmark or issued date is used. Notwithstanding the date that other fees and charges are imposed, if payment is not made within five (5) days of when due Owner may begin enforcement of its lien against Occupant's Personal Property. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, or the exercise of any remedy by Owner upon a Default by Occupant (including the sale or other disposition of Occupant's Personal Property) as permitted under this Rental Agreement or by law. Occupant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Occupant's responsibilities under this Rental Agreement.

8. **Use of Premises and Prohibited Storage:** The Premises shall be used and occupied only for the storing of Personal Property owned by Occupant. Occupant shall keep the Premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse, no guns or alcohol may be stored in the Premises. Occupant shall not use the Premises for the operation of any commercial, industrial, manufacturing or distribution business. Occupant shall not use the Premises for the use or storage of any food; animal feed (including seed); store or release any explosives; highly flammable, dangerous, hazardous or toxic materials or substances (as defined below); noxious smelling items; items which emit a gas or odor when exposed to moisture; contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not engage in any activity in the Premises which produces or releases such prohibited materials. Occupant shall not store any credit or medical records that do not belong specifically to Occupant, and will clearly mark any boxes or other containers containing personal or medical records in a manner that Owner can easily identify them in the event of a default and sale. Occupant shall not use the Premises for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the items stored in the Premises and in such case Occupant shall store the Personal Property with no more than one quarter (1/4) tank of gas and a drip pan or absorbent pad designed to absorb petroleum products under the Personal Property to retain any leaking fluids. No propane or empty propane canisters may be stored in the Premises. No gas canisters shall be stored in the Premises. A Vehicle Storage Addendum must be completed and executed by Owner for any "titled" vehicle stored in the Premises.

**Occupant shall not live or sleep in the Premises, nor shall animals be permitted to be stored in the Premises.**

Occupant shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

9. **Limitation on Value of Personal Property:** Occupant agrees not to store Personal Property in the Premises with a total value in excess of \$5,000.00 without the prior written permission of the Owner. If such written permission is not obtained, the value of Personal Property shall be deemed not to exceed \$5,000.00. The Premises is not appropriate for storage of irreplaceable Personal Property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special, sentimental, or emotional value to Occupant. By this Rental Agreement, Owner is generally not liable for the loss of Occupant's Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever.

Notwithstanding anything in this Rental Agreement, in no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner's agents with respect to any claim, cause of action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 8 and 9, Owner does not concern itself with the type, quantity, or quality of the Personal Property Stored.

10. **Damages:** Occupant shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Premises, use of the Premises, or use of the common areas of the Facility including damage to other Occupant's Personal Property. In the event Owner invoices Occupant for any charges for repairs, clean-up, replacement, or other damages suffered, Occupant shall pay the invoice within ten (10) days or it shall become Additional Rent due and payable with the next month's rental obligation. The failure to pay such invoice represents a default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.
11. **Insurance and Security Type Systems:** Occupant agrees, at his/her sole expense, to maintain insurance on all Personal Property stored in the Premises with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall mean that Occupant shall assume all risk of loss or damage that would have been covered by such insurance. Owner employs certain measures to protect Owner's Personal Property referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her Personal Property. These systems may include an electric gate, lighting, facility and gate alarms, and video cameras. However, Occupant acknowledges that these measures are for the protection of the Facility as a whole and not the individual Premises, that video cameras and alarms are not or may not be monitored, and that these systems may not operate properly in the event of a mechanical, electrical, or software failure.

Further, video cameras may not be recorded or may not be recorded at all times and do not record all parts of the Facility.

12. **Access:** Occupant's access to the Premises and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for repairs and maintenance. Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at Owner's office at the Facility or mailed to Occupant. In the event of an emergency at or around the Facility, Owner may require Occupant enter only when escorted by Owner's employees or agents. Owner shall not be liable to Occupant for Occupant's or his/her invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason. In the event of snow, Owner may plow common driveways; however, Occupant shall be responsible for snow removal and proper disposal of any snow, including snow created or increased from plowing in front of the Premises, using Occupant's tools and materials to do so.
13. **Dust & Mold:** Occupant understands that there is a risk of dust and the growth of mold and/or mildew on Occupant's Personal Property. Owner does not warrant the Premises to be water-tight or dry. Dust and mold are naturally-occurring substances and it is possible to have dust or mold appear or grow on Occupant's Personal Property. To help avoid mold, Owner recommends storing Personal Property off the concrete floor, such as on pallets or shelves (*do not attach to the Premises*), wrapping certain Personal Property in plastic and keeping goods susceptible to mold from touching the walls of the Premises. Occupant understands that any Personal Property brought into the Premises that is damp or wet will likely grow mold or mildew because of its wet or damp condition when brought into the Premises even if Owner air conditions the Premises. Owner recommends periodically inspecting the Premises and the Personal Property and taking any and all actions necessary to protect Occupant's Personal Property.
14. **Locked Premises; Storage Occupant's Risk; Abandonment:** Occupant is required to keep the Premises locked using one lock per door. Occupant shall in its sole discretion select a lock Occupant deems suitable for use in a self-service storage situation. Owner recommends use of a disc style lock which may be sold in Owner's office. Owner shall NOT retain a key to Occupant's lock. Occupant shall place only one lock on he left hasp, a hasp on the right hand side is reserved for Owner's use. If a lock is removed for a reason described elsewhere in the Rental Agreement, including Default by Occupant, then Occupant shall replace the lock with another lock at Occupant's sole expense. If the Premises is found open, or if a lock is removed for an inventory or sale, Owner may, but is not required to, lock the Premises at Occupant's expense. **ALL PERSONAL PROPERTY STORED BY OCCUPANT WITHIN THE PREMISES SHALL BE AT OCCUPANT'S SOLE RISK.** If the Premises is not locked and Owner determines the items contained in the Premises have no marketable value, Owner may consider the Premises abandoned and dispose of any or all Personal Property in the Premises. Owner may dispose of or sell the Personal Property abandoned in the Premises. Owner is not a warehouseman engaged in the business of storing goods for hire. Owner shall have no obligation to exercise any care, custody or control over Occupant's Personal Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Personal Property.
15. **Release of Liability:** Occupant releases Owner, its employees, agents, successors, and assigns from any and all liability for Personal Property damage or loss of Personal Property; for damage or loss from, as examples, fire, water, the elements, dust, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Owner, its employees, or agents.
- Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupants use of the Premises and Facility.

**Self storage insurance is strongly recommended. The only insurance that covers the Personal Property stored in the Premises is that purchased by Occupant. Occupant understands that this Release of Owner's liability is a bargained for condition of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released from the liability as set forth in Provisions 17 and 18, a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.**

**16. Indemnification; Subrogation:** Occupant agrees to have its insurer waive any right of subrogation of any claim of Occupant against Owner, its employees, or agents. Occupant agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property, or damages to Occupant's Personal Property however occurring, or arising out of or related to any breach of this Rental Agreement by Occupant. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision.

**17. Owner May Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Premises, without notice to Occupant, to take such action as may be necessary to preserve Owner's Personal Property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person or of the Facility or any of the buildings or the land appurtenant to the buildings or any other Personal Property or chattels stored at the Facility. Owner shall further have the right, on a non-emergency basis, to remove Occupant's lock and enter the Premises with reasonable notice to Occupant to make any repairs, replacements, other desirable improvements or conduct any inspections of Owner's Personal Property (*the "Work"*). Owner will endeavor to give a minimum of three days' notice to Occupant of the Work and, if Occupant is available, will schedule an appointment with Occupant to remove Occupant's lock to allow the Work. If Occupant is unavailable or unable to provide Owner access, Owner may cut or remove and replace the lock after the Work has been completed with a lock of similar or better quality at Occupant's expense. Occupant may obtain keys to the replacement lock from Owner's office during Office Hours.

**18. Responsibility to Inspect Premises:** Occupant shall immediately notify Owner should Occupant become aware of any noxious odors, sounds, or other conditions, including without limitation, the presence of any mold or similar condition in Occupant's Premises or emanating spreading from or through any other Premises. Upon receipt of such notification, or should Owner become aware of such conditions, Owner may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Premises without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Premises or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Owner in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent.

**19. Owner's Lien:** Pursuant to the New Mexico Self-Service Storage Lien Act (§48-11-1 to §48-11-9 NMSA 1978 (Repl. Pamph. 1995 & Cum. Supp. 2016)), the Owner of a self-service storage facility has a lien on all personal property located at the self-storage facility for rent, labor, or other charges in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition.

**EXPLANATION:** The Occupant's Personal Property may be sold to satisfy the lien if Occupant is in default.

**20. Defaults; Owner Remedies:** If Occupant breaches any term or condition of this Rental Agreement (*a "Default"*), Owner in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Occupant fails to pay any

Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access the Premises five (5) days after Default;(ii) overlock the Premises five (5) days after default;(iii) remove Occupant's lock and access the Premises; however, Rent and other charges shall continue to accrue in an overlock or lock removal situation until the Premises is sold or released; (iv) inventory and/or take possession if desired, of the Personal Property located in the Premises; (v) sell or dispose of the Personal Property in the Premises as permitted by law; or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. In the case of payment after default, Owner reserves the right not to remove its replacement lock (*after lock cut*) until Occupant is present and replaces the lock with Occupant's own new lock, or Owner in its sole discretion can remove its lock leaving the Premises unlocked. In any case Owner shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to the Premises after late payment arising from failure to immediately remove Owner's lock or overlock.

All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

**21. Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Summary Provision of this Agreement and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the address of the Facility listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing, **via certified mail return receipt requested, or in person at the office address listed on this Rental Agreement on a form prescribed by Owner or by Owner's secure website, if available, of any change in Occupant's address or of intent to vacate at the end of the term.**

**22. Partial Payments or Payment in the Event of Default:** Partial payments are not accepted. All Rent payments received are applied first to all outstanding fees and charges, and then to the oldest Rent outstanding.

**23. Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Premises without the prior written consent of Owner. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

**24. Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of New Mexico without regard to its conflict of law provisions. Owner and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and Occupant further agree that the state courts of Sandoval County, New Mexico, shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

**25. Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of Owner.

**26. Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or



neuter gender and the singular or plural number shall be deemed to include the others.

- 27. **Agreement to Mediate:** Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 30 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
- 28. **Owner's Employees:** In the event Occupant requests any of Owner's employees to perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees. Occupant further agrees that his/her interactions with Operator's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Operator shall be grounds for immediate termination of the Rental Agreement by Operator.
- 29. **Warranty of Information:** Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.
- 30. **Occupant's Acceptance of Premises "AS IS":** Occupant inspected or had the right to inspect the Premises and Facility before signing this Rental Agreement and finds the Premises to be suitable for the purpose for which **Occupant rents such Premises and accepts the same "as is."** **OWNER MAKES NO EXPRESS WARRANTIES. OWNER DISCLAIMS AND OCCUPANT WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A**

**PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. OCCUPANT ACKNOWLEDGES THAT OWNER'S AGENTS HAVE NO AUTHORITY TO MAKE WARRANTIES, EXPRESS OR IMPLIED.**

- 31. **Pest Control:** Occupant is advised that Owner may use chemicals at the Facility including around the Premises, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Premises. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Occupant deems necessary to protect its Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is around the exterior of the building containing the Premises.
- 32. **Permission to Call, Fax and/or E-Mail:** Occupant recognizes Owner and Occupant are entering into a business relationship at the Facility. As such, to the extent any Federal or State law prohibits Owner from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Owner phoning, faxing, and e-mailing Occupant and that these conditions are related to the business relationship.
- 33. **Electricity and Water:** Use of electricity and water at the Facility are strictly reserved to Owner at all times. Use of Owner's Dumpster is prohibited unless prior written permission is requested and obtained from the General Manager or Owner.
- 33. **Lock Placement:** There are two holes on the door latch in your storage unit. The hole on the right is exclusively for Freedom Storage Use. The hole on the left hand side is the one reserved for the tenant's lock.  
**IMPORTANT.** First, slide latch over to the right so that top two holes align with bottom two holes. Lock is to be placed in left hole of latch. If lock is a disc-type lock, the keyhole opening must be facing to the left. **NO EXCEPTIONS.** If you do not have a disc-type lock, just place your lock in the left side hole of the latch. Do not place any lock in the hole with the "FS Use Only" sticker above it. (see diagram below)  
If your lock is not in the correct position and Freedom Storage needs to cut you lock for any reason, an additional fee will be applied. These fees will be implemented starting September 1, 2017. Our regular Cut Lock fee is \$30.00. The additional fee will be \$50.00 for locks incorrectly placed (making it a total of \$80.00). There will be **NO EXCEPTIONS**, so please make sure your lock is placed correctly.
- 34. **Lost or Forgotten Gate Codes:** In the case of a lost or forgotten gate code, Freedom Storage will issue you a new gate code for a \$10.00 fee and your old code will be deleted for your own protection. **DO NOT** share your personal gate code.
- 35. **Late Payment and Access:** If your payment is more than ten (10) days late, Freedom Storage will grant you access no less than one (1) business day after payment is made in full. For immediate access, we require a \$20.00 additional fee.

The undersigned hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (five (5) pages) and agree(s) to be bound by its terms and conditions.

**"Occupant"**

**"Owner"**

TSK Investments, LLC  
D/B/A Freedom Self Storage New Mexico

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BY: Authorized Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

**\*\* I HAVE READ ALL FIVE (5) PAGES OF THIS RENTAL AGREEMENT \*\***