

# CUSHMAN DRIVE SELF STORAGE RENTAL AGREEMENT

<p style="text-align: center;"><b>CUSTOMER</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>City, State, ZIP: _____</p> <p>Cell Phone: _____</p> <p>Alternate Phone: _____</p> <p>E-Mail: _____</p> <p>Date of Birth: _____</p>	<p style="text-align: right;">Rental Agreement Date: _____</p> <p style="text-align: right;">Space Number: _____</p> <p style="text-align: right;">Approximate Size: _____</p> <p style="text-align: right;">Monthly Rent: _____</p> <p style="text-align: right;">Monthly Rent Due Date: 1st day of the month</p> <p style="text-align: right;">Gate Access Code: _____</p> <p style="text-align: right;">Door Code: _____</p>
<p style="text-align: center;"><b>ALTERNATE CONTACT</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>City, State, ZIP: _____</p> <p>Cell Phone: _____</p> <p>Alternate Phone: _____</p> <p>E-Mail: _____</p> <p>Alternate Contact authorized to access Space? _____</p>	<p style="text-align: center;"><b>METHOD OF PAYMENT</b></p> <p><b>Is Customer going to pay the Monthly Rent with a credit card/debit card?</b></p> <p style="text-align: center;">No _____</p> <p style="text-align: center;">Yes _____ (Complete Payment Addendum)</p> <hr/> <p style="text-align: center;"><b>MILITARY SERVICE</b></p> <p><b>Is Customer a member of the Army, Navy, Air Force, Marine Corps, or Coast Guard?</b></p> <p style="text-align: center;">No _____</p> <p style="text-align: center;">Yes _____, please provide social security number: _____</p>
<p>General description of property to be stored in Space: _____.</p>	

THIS CUSHMAN DRIVE SELF STORAGE RENTAL AGREEMENT (the "Agreement") is executed on the Rental Agreement Date stated above by Double D Real Estate, LLC, a Nebraska limited liability company d/b/a Cushman Drive Self Storage ("Owner") and the individual(s) or entity listed above as Customer (whether one or more, "Customer") for the purpose of renting the space listed above (the "Space") within a storage unit facility located at 1745 Cushman Drive, Lincoln, Nebraska (the "Facility").

**1. TERM; MONTHLY RENT; FEES**

- 1.1. Term. The term of this Agreement begins on the Rental Agreement Date listed above and shall continue on a **month-to-month basis** until terminated in accordance with the provisions set forth in this Agreement.
- 1.2. Monthly Rent. The monthly rent shall be the Monthly Rent listed above. During the Term, Customer shall pay to Owner the Monthly Rent in advance, on or before the Monthly Rent Due Date listed above. **Payment may be in the form of ACH Transfer initiated by Owner, credit or debit card. Customer shall pay to Owner a Fee of \$10 if any payment option is declined for any reason.** If the Term of this Agreement begins on a day other than on the Monthly Rent Due Date, Monthly Rent for the first month will be prorated based on the number of days remaining until the Monthly Rent Due Date. A monthly bill may not be sent.
- 1.3. Late Fees; Sale Fees; Nonsufficient Fund Fees. Customer shall pay Owner a **Late Fee of \$10.00** for each month in which the Monthly Rent is not paid by the 9th calendar day following the Monthly Rent Due Date. Customer shall pay Owner a **Sale Fee of \$35.00** if the Monthly Rent is not paid by the 30th calendar day following the Monthly Rent Due Date. The tender of partial payments, if accepted, shall not serve to waive or avoid the legal effect of prior notices given to Customer and will not delay or stop the sale of Customer's property. Only full payment of the past-due Monthly Rent and fees prior to the published auction date will stop a scheduled sale of the property.

## 2. ACCESS

- 2.1. Customer's Access. Customer (and Customer's Alternate Contact, if authorized above) shall have access to the Space and the Facility during such hours and days as are posted at the Facility, which are subject to change by Owner. If Monthly Rent or other charges have not been paid by the 9th calendar day following the Monthly Rent Due Date, unless otherwise prohibited by law, Owner may restrict or deny Customer access to the Space and/or Facility until the past-due Monthly Rent and other fees have been paid.
- 2.2. Locked Space. Customer is responsible for providing a lock for the Space and keeping the Space locked at all times when Customer is not present. Only one lock may be used by Customer to secure the Space.
- 2.3. Owner's Access. Owner may access the Space for inspection, repair, or alteration, upon three (3) calendar days prior notice to Customer. If Customer fails to grant Owner access to the Space upon three days' prior notice, Owner shall have the right to cut and remove Customer's lock and enter the Space. Owner may also access the Space, without notice to Customer (i) if Customer is in default of this Agreement and such default is not cured within 15 calendar days, or (ii) in an emergency.

## 3. USE OF THE SPACE

- 3.1. Use of Space. Customer shall use the Space only for the storage of Customer's personal property. Customer shall not use the Space for any unlawful purpose and Customer shall not to use the Space for human or animal habitation. No dismantling or repairing of automobiles or other types of equipment is permitted in the Space or at the Facility. No hazardous materials, hazardous substances, solid waste, trash, toxic chemicals, illegal goods, fireworks, explosives, highly flammable materials, or perishable goods may be stored in the Space. No jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to Customer may be stored in the Space.
- 3.2. No Loitering. Customer shall not loiter about the Facility, spend excessive or unnecessary time in or around the Space, or interfere with the use of the Facility by other customers.
- 3.3. No Alterations. Customer shall not make any alterations to the Space. Without limitation, Customer shall not affix shelving to the walls or ceilings of the Space, or drive nails or screws into any portion of the Space.
- 3.4. Facility Rules. Owner may create Rules and Regulations for the safety, care and cleanliness of the Space and/or for the safety, care, cleanliness, and preservation of good order within the Facility. Customer agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time. If the provisions of this Agreement conflict with the Rules and Regulations, this Agreement will control.

## 4. INDEMNITY AND LIMITATION OF LIABILITY

- 4.1. Indemnification. Customer shall indemnify, defend, and hold Owner harmless from and against, and reimburse Owner for, all claims, damages, costs, and expenses, including attorney's fees and costs (whether or not arising out of third party claims, including, without limitation, claims brought by any other customer of Owner) which relate to personal injury, property damage, or any other form of injury or damage (tort or otherwise) incurred or sustained by any person or entity, as a result or arising out of or caused by (i) any breach of any covenant or warranty, or the inaccuracy of any representation, made by Customer in this Agreement or any addenda, (ii) any contents stored in the Space, and/or (iii) Customer's use of the Space or the Facility.
- 4.2. Limitation of Liability. To the maximum extent permitted by law, Owner shall not be liable to Customer (whether in contract, warranty, tort or otherwise) for (i) any personal injury or death of Customer at the Facility, (ii) any property damage or loss of property stored in the Space arising out of fire, theft, earthquake, vandalism, water damage, smoke, explosion, acts of God, or any other cause whatsoever, (iii) for any indirect, incidental, special or consequential damages arising from any breach of express or implied warranty or from performance or nonperformance of any duty under this Agreement or otherwise (whether or not such performance or nonperformance involves negligence on behalf of Owner or any of Owner's agents, employees, or representatives), (iii) for any loss or damage caused by insects, moths, vermin, mildew, ordinary wear and tear, gradual deterioration, or mechanical or electrical malfunction of musical instruments, electronic components, or appliances. **OWNER'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY CLAIM OR SUIT SHALL NOT EXCEED \$5,000.00, provided that nothing herein shall constitute any admission by Owner that Customer's personal property stored in the Space has any value.** Any and all disputes, claims and causes of action arising out of or related to the Space, or to this Agreement, shall be resolved individually, without resort to any form of class action.
- 4.3. No Warranties. Owner makes no implied or express warranties to Customer regarding the suitability of the Space for Customer's intended use. The measurements for the Space are an approximation only. Customer has examined the Space and accepts it "AS IS." Owner does not guarantee the security of the Space or the Facility against theft or other loss, and Customer assumes such risks. The Space is not heated or cooled and no constant temperature or humidity is maintained.
- 4.4. No Bailment. Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement. Owner does not exercise care, custody, or control over Customer's stored property, and all property stored within the Space is stored at Customer's sole risk.

## 5. INSURANCE

- 5.1. **Customer's property stored at the Space is not insured by Owner against loss or damage and Owner assumes no liability for any loss or damage to Customer's property.** Customer acknowledges that Customer is aware that insurance is available from independent insurance companies to protect Customer in the event of casualty, damage or risk to the stored property and that Customer is solely responsible for obtaining any desired insurance at Customer's own expense.

6. **DEFAULT; LIEN; REMEDIES**

- 6.1. Default. If Customer shall fail or refuse to perform on time any of the covenants, conditions or terms of this Agreement, Customer shall be in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting Owner’s rights and remedies provided under Nebraska law.
- 6.2. Lien on Property Stored in Space. Pursuant Nebraska’s Self-Service Storage Facilities Act, Owner has a lien on all personal property stored in the Space to secure payment of Monthly Rent, late fees, labor, other charges incurred pursuant to the Agreement, and for expenses incurred for preservation, sale and disposition of the personal property (collectively, the “Obligations”). The personal property stored in the Space may be sold to satisfy the Obligations in the event Customer is in default in the performance of this Agreement.
- 6.3. Owners Remedies. In the event of a default by Customer, and without prejudice to any other remedies, Owner may cut and remove Customer’s lock to gain access to the Space and then dispose of the property in the Space in accordance with the Self-Service Storage Facilities Act or other applicable law. All remedies are cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. Property offered for sale in a commercially reasonable sale and that receives no bid or offer may be disposed of by Owner in its sole discretion. Owner shall not be liable to Customer for the cost of replacing the cut lock. Any titled property in the Space, including without limitation, vehicles, all-terrain vehicles, and boats, will be towed at Customer’s expense. Customer will pay all damages incurred by Owner as a result of Customer’s breach of the Agreement, including costs of storage, towing, advertising, and preparation of Customer’s property for public sale.

7. **TERMINATION**

- 7.1. Termination. Either Owner or Customer may terminate this Agreement upon one month’s prior written notice of the termination to the other. Owner may also terminate this Agreement (i) immediately in the event of a default by Customer under this Agreement which is not cured within 15 calendar days; or (2) immediately, and without notice to Customer, following the sale of Customer’s property under Nebraska law. The terms of Section 4 (Indemnity and Limitation of Liability) shall survive termination of this Agreement.
- 7.2. Surrender of Space. Customer will surrender the Space to Owner on or before the last day of the Term. The Space surrendered must be empty, broom clean, unlocked, and in good condition, subject only to normal wear and tear. Customer will notify Owner that the Space has been surrendered. Customer will pay Owner a reasonable **cleaning and/or repair fee**, which shall be an amount not less than **\$20.00**, if the Space is not left empty, broom clean and in good condition.

8. **MISCELLANEOUS**

- 8.1. Amendments. All terms in this Agreement are subject to change by Owner upon thirty (30) days advance written notice to Customer, including but not limited to, the amount of Monthly Rent, late fees and other charges. Upon receiving notice of Owner’s pending change(s) to this Agreement, Customer may terminate this Agreement on or before the effective date of such change by giving Owner written notice within ten (10) days of the change taking effect. If Customer does not give such notice of termination, the change shall become effective on the date stated in Owner’s notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.
- 8.2. Notice. Except as otherwise required by law, or as otherwise provided for in this Agreement, written notices or demands may be personally served by electronic mail to the electronic mail address provided by Customer in this Agreement (or updated electronic e-mail address per separate notification as applicable) or by pre-paid first class U.S. Mail to the last known address of the party to be served, as contained in this Agreement. Such notice or demand shall be complete at on the date sent to Customer’s e-mail address listed on this Agreement (or updated e-mail address per separate notification as applicable), if personally delivered (including e-mail), or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service. Owner’s mailing address for notice and rent is **701 P Street, Ste. 105, Lincoln, NE 68508**.
- 8.3. No Assignment. Customer shall not assign, sublease or jointly occupy the Space or any portion thereof without in each instance obtaining the prior written consent of Owner.
- 8.4. Choice of Law; Jurisdiction. This Agreement shall be interpreted the laws of the State of Nebraska, and any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved exclusively by the appropriate Nebraska court or the United States District Court located in Lancaster County, Nebraska.
- 8.5. Entire Agreement. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between Owner and Customer not embodied herein shall be of any force or effect (except for written payment addenda agreed to between the parties and signed by Customer).

Owner and Customer hereby execute this Agreement to be effective on the Rental Agreement Date listed above.

CUSTOMER:

x \_\_\_\_\_  
x \_\_\_\_\_

OWNER:

Double D Real Estate, LLC

By: \_\_\_\_\_  
Devon Wegner, Owner  
402-304-6999 devonwegner@gmail.com

Unit Number: \_\_\_\_\_

**PAYMENT ADDENDUM TO STORAGE UNIT LEASE AGREEMENT**

To schedule your payment to be automatically charged to your credit card, please complete the information below:

I \_\_\_\_\_ authorize Double D Real Estate, LLC, d/b/a Cushman Drive Self Storage, to charge my credit or debit card on the first of each month for payment of the Monthly Rent and other fees (to the extent incurred under the Storage Unit Rental Agreement).

<b>Payment via Credit or Debit Card</b>	
Name as it Appears on Card: _____	
Card Type: <input type="checkbox"/> Mastercard	<input type="checkbox"/> American Express
<input type="checkbox"/> VISA	<input type="checkbox"/> Discover
Card Number: _____	
Expiration Date: _____	
Security Code: _____	
Billing Zip Code: _____	
<b>Payment via ACH Debit: INCLUDED A VOIDED CHECK</b>	
Financial Institution: _____	Checking or Savings (Check One)
Routing Number: _____	Account Number: _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Double D Real Estate, LLC in writing of any changes in my credit card or debit card information (including card expiration), or termination of this authorization at least 15 days prior to the next billing date. If a payment date falls on a weekend or holiday, the charge may be executed on the next business day. If ACH Debit is selected, I agree to pay **\$10 PROCESSING FEE** shall the debit be returned for any reason whatsoever. It shall be my sole responsibility to verify that payments are made. When signed below, this Payment Addendum constitutes an addendum to the Cushman Drive Self Storage Rental Agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date of Signature