

Ocean Storage - Virginia Beach - Northampton
5737 Northampton Blvd
Virginia Beach, VA 23455
757-961-3489

Tenant Reidding Deurance
Company
Address 2320 Starfish Road Unit 304
City, State, Zip Virginia Beach VA 23451

Notice Date May 27, 2026
Unit Number 2066

Rental Agreement Terms Change Notification

Dear Valued Tenant,

Thank you for being a Ocean Storage - Virginia Beach - Northampton customer!

We are writing to inform you that, in response to a recent update to Virginia laws governing self-service storage, the following changes to the terms of your rental agreement have been made and will become effective for existing tenants after July 1, 2026.

Changes:

Section 27:

TERMINATION: Ten (10) days advance written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other Occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. **Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within thirty (30) days of vacating the Space.** Occupant must leave the Space broom clean and in good condition. Occupant is responsible for all damages. Occupant shall be responsible for paying all costs incurred by Owner or manager in disposing of such property, including but not limited to a minimum **Disposal/Cleaning Fee** as set forth above. This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall be deemed to have abandoned the Space if Occupant has removed the contents of the Space and has removed Occupant's lock from the Space, or the Space and all rights with the Space have been surrendered to the Owner by the Occupant. Occupant shall be deemed to have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's lock from the Space and is not current in Occupant's obligations hereunder.

Section 28:

PROPERTY LEFT IN THE STORAGE SPACE AFTER TERMINATION OR NON-RENEWAL: Pursuant to Virginia law, if Occupant leaves personal property in the Space or at the Facility after the termination or non-renewal of this Agreement, the Owner may consider such property to be abandoned. Occupant shall be responsible for paying all costs incurred by Owner or manager in disposing of such property, including but not limited to a minimum **Disposal/Cleaning Fee** as set forth above. If Owner receives any funds from the sale of property remaining at the Facility, such funds shall be applied to amounts due under this Agreement, including reasonable costs of sale, storage, or safekeeping, and any remaining balance shall be paid to Occupant.

Please review each section carefully and contact us with any questions or concerns. A complete copy of the updated rental agreement has been attached to this notice for your records.

What does this mean for you?

The new terms will take effect on the effective date above. Continued occupancy for 30 days or more from the date of this notice will constitute acceptance of the updated terms of the rental agreement.

We hope this information is helpful. If you need assistance, please don't hesitate to reach out. We appreciate your continued

tenancy and look forward to serving you.

Sincerely,

Ocean Storage - Virginia Beach - Northampton Management Team

Ocean Storage - Northampton
5737 Northampton Blvd.
Virginia Beach, VA 23455

757-961-3489 | northampton@oceanstorage.com

Want to avoid late fees and payment reminders entirely?

Our automatic payment service makes it easy! It's fast, secure, and reliable, allowing you to conveniently pay your rent on time. Sign up for our automatic payment option and never miss a payment again. Avoid late fees and collection calls. Ask us how to sign up today!

As always, you can make a secure payment online at

<https://www.oceanstorage.com/locations/virginia/virginia-beach/ocean-storage-virginia-beach-va-northampton-boulevard/>
at any time.

SELF-SERVICE STORAGE RENTAL AGREEMENT

Ocean Storage - Virginia Beach - Northampton

5737 Northampton Blvd, Virginia Beach, VA 23455

Phone: 757-961-3489 | Email: northampton@oceanstorage.com

OCCUPANT INFORMATION

Occupant Name: **Reidding Deurance**
Primary Phone: 713-410-4065
Cell Phone: 713-410-4065
Work Phone:
E-Mail Address: Reidding.deurance@gmail.com

Physical Address: 2320 Starfish Road
Address Line 2: Unit 304
City, State ZIP: Virgina Beach, VA 23451
SSN/Federal ID #: *3483
License or ID #: d06319897 State: AZ

MONTHLY STORAGE RENTAL

Date of Agreement: **March 17, 2019**
Monthly Rent Rate: \$ 278.00
Protection Premium: \$ 15.00
Smart Unit Charge: \$0.00
(Per device)
Total Monthly Cost: **\$ 293.00**
Monthly Due Date: **17**
Space Number: **2066**

Approx. Size (ft): 10.0 x 10.0

Access Code: **1516**

E-MAIL CONSENT:

Occupant has provided the electronic mail address (Reidding.deurance@gmail.com) above to which Occupant wants Owner to send all notices, including notices of default required by law. By providing an e-mail address above and initialing here, Occupant agrees and consents to receiving all correspondences and notices, including notices of default, from the Owner by e-mail.

Occupant also acknowledges that the e-mail address above is complete and correct. (Initial Here) _____

ALTERNATE CONTACT:

Provide the name and address of another person, in addition to yourself, to whom any notices may be sent and/or can be contacted in the event of an emergency.

Name: _____ Phone #: _____

Address: _____

If not willing to provide an alternate contact, initial here: _____

MILITARY:

Are you or your Spouse currently an active-duty member of the Uniformed Services? (Circle one) YES NO
(If Yes, Military I.D. must be shown as proof in addition to the following information.)

Branch: _____ DOD ID #: _____

Officer in Charge:

Name: _____ Phone #: _____ E-Mail: _____

*Uniformed Services - meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service.

PROPERTY TO BE STORED: (Circle all that apply)

Household Goods	Sporting Goods	Furniture
Business Goods	Titled Property	Other

Description: _____

TITLED PROPERTY TO BE STORED: (If Applicable)

Motor Vehicle

Trailer

Watercraft

Other

If Other, description: _____

Make: _____

Model: _____

V.I.N.#: _____

License #: _____

State: _____

Color(s): _____

Length: _____

Additional Description: _____

DISCLOSURE OF LIENHOLDERS:

Please state the name, address, and contact information of any lienholders or secured parties who have an interest in the property that is or will be stored along with a description of the property. If more than one such lienholder/secured party exists, please list all on a separate attachment to this Agreement and write "See Attachment" in the space below.

Property Description: _____

Lienholder or Secured Party: _____

Phone Number: _____

Address: _____

DELINQUENCY FEES & OTHER RENTAL CHARGES:

Administrative Fee	\$29.00
Late Payment Fee	\$20 or 20% (<i>greater of</i>)
Lien Notice Processing Fee	\$70.00
Lock Cut Fee	\$35.00
Lien Advertising Fee	\$50.00
Auction Cancellation Fee	\$25.00
Non-sufficient Funds (NSF) Fee	\$35.00
Invoice Charge (<i>Mailed Copy</i>)	\$3.00
Technology Fee	\$4.95 (<i>if applicable</i>)
Phone Payment Charge	Up to \$10.00
Cleaning/Disposal of Items Fee	\$50.00 (<i>Minimum</i>)
Food Storage Fee	\$TBD*

*TBD - To Be Determined

NOTICE

THESE FACILITIES ARE OPERATED IN ACCORDANCE WITH THE VIRGINIA SELF-SERVICE STORAGE ACT, VIRGINIA CODE ANN. §§ 55.1-2900 THROUGH 55.1-2906. PURSUANT TO THE VIRGINIA SELF-SERVICE STORAGE ACT, THE OWNER HAS A LIEN ON ALL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE. THE PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT.

IN THE CASE OF ANY ABANDONED, IMMOBILIZED, UNATTENDED, OR TRESPASSING VEHICLES OR WATERCRAFT THAT ARE NOT AUTHORIZED TO BE AT THE SELF-SERVICE STORAGE FACILITY BY THE OWNER, THE OWNER MAY TOW THE PROPERTY IN ACCORDANCE WITH ANY CITY OR COUNTY PRIVATE PROPERTY TOWING ORDINANCE.

NOTICE

- 1. IF THE OWNER DOES NOT SIGN AND DELIVER A WRITTEN RENTAL AGREEMENT SIGNED AND DELIVERED TO HIM BY THE OCCUPANT, ACCEPTANCE OF RENT BY THE OWNER GIVES THE RENTAL AGREEMENT THE SAME EFFECT AS IF IT HAD BEEN SIGNED AND DELIVERED BY THE OWNER; AND**
- 2. IF THE OCCUPANT DOES NOT SIGN AND DELIVER A WRITTEN RENTAL AGREEMENT, ACCEPTANCE OF POSSESSION OR PAYMENT OF RENT GIVES THE RENTAL AGREEMENT THE SAME EFFECT AS IF IT HAD BEEN SIGNED AND DELIVERED BY THE OCCUPANT, IF THE OWNER ALSO SENDS THE RENTAL AGREEMENT ELECTRONICALLY OR TO OCCUPANT'S LAST KNOWN ADDRESS.**

THIS RENTAL AGREEMENT (Agreement) is executed on the date stated above by and between **Ocean Storage - Virginia Beach - Northampton**, as agent for the Facility's Owner (**Owner**) and the individual or business listed above as Occupant (**Occupant**) for the purpose of renting the storage space listed above (the **Space** or **Premises**) which is part of a larger facility **Ocean Storage - Virginia Beach - Northampton** (the **Facility**). Owner hereby leases to Occupant, and Occupant rents from Owner, on the terms and conditions herein set forth. The Premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this Agreement and for no other purposes whatsoever.

1. TERM: The term of the tenancy shall commence on the date indicated above and shall continue on a **Month-to-Month** basis until terminated. The minimum rental term is one month. All terms and conditions of this Agreement shall continue so long as Occupant retains possession of the Space. Owner is not providing any services to Occupant pursuant to this Agreement other than renting the Space to the Occupant.

2. RENT: The rent shall be the amount stated above and made payable to Ocean Storage - Virginia Beach - Northampton at the address stated above. Rent can also be paid through credit/debit autopay or online. Rent is due each month on the **17 of the month (Due Date')**, in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, cashier's check, or money order. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. **Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.** Owner may change the rent or any other charge or fee by giving Occupant thirty (30) days advance written notice at the address stated in this Agreement. The new rent shall become effective on the first day of the next month the rent is due. If Occupant has made advance payments, the new rental rate will be effective on the first day of the first month following the exhaustion of all of Occupant's advanced payments. Failure to pay rent and other fees charged to Occupant's account will subject the Occupant's property to lien sale proceedings pursuant to applicable state law. No invoices will be provided by Owner unless Occupant requests Owner to provide invoices and pays the **Invoice Charge** stated above. Occupant agrees to pay the **Phone Payment Charge** listed above for any payments made to Owner over the telephone in which the automated system is not used. **AS PART OF YOUR AGREEMENT TO RENT, YOU MAY HAVE RECEIVED AN INITIAL RENTAL DISCOUNT. YOUR CURRENT MONTHLY RENTAL CHARGE IS \$278.00 AS COMPARED TO THE SUGGESTED RENTAL RATE OF \$233.00. This current rate does not include charges for additional services selected during or after the initial rental.**

3. ADDITIONAL RENTAL CHARGES AND FEES: Concurrently with the execution of this Agreement, Occupant shall pay a non-refundable **Administrative Fee** as set forth above. Late payments or rent checks that are dishonored cause Owner to incur damages that are extremely difficult to measure and are not contemplated by this Agreement. Rent is due on the date specified in Section 2 and is delinquent on the day immediately following the Due Date. **If rent is not received before Owner before the 5th day following the Due Date, or if Occupant's check is dishonored and returned, Occupant's Space will be**

overlooked with a company lock, and Occupant agrees to pay Owner, as additional rent, the Late Payment Fee stated above, along with the Non-sufficient Funds (NSF) Fee, if applicable. Owner may charge a Late Payment Fee for each month Occupant fails to pay the monthly Rent before the 5th day after the Due Date. Late Payment Fees will be assessed on or after the 5th day after the Due Date. Occupant agrees to pay Owner the Non-sufficient Funds (NSF) Fee stated above for any dishonored check, ACH transfer, or credit or debit card payment. If Occupant has one dishonored payment, Occupant shall not be permitted to pay with a check, ACH transfer, credit card, or debit card thereafter for the remainder of Occupant's occupancy. The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant agrees to pay Owner the Lock Cut Fee stated above anytime Occupant's lock is cut, including, but not limited to, upon Occupant's request or if Owner cuts Occupant's lock due to Occupant's default. Occupant agrees to pay Owner the Auction Cancellation Fee stated above if Occupant's property scheduled for auction, but the Occupant or Lien Holder payor redeems the goods prior to the sale date and the auction is canceled. Occupant agrees to pay the Lien Advertising Fee stated above if Occupant's stored property is advertised for sale. Occupant agrees to pay Owner the Cleaning/Disposal of Items Fee stated above if Owner must dispose of any abandoned property from the Space or clean the Space after Occupant has vacated the Space. Occupant agrees to pay the Food Storage Fee set forth above if Owner discovers, at any time during the occupancy, that foodstuffs, including, but not limited to, dry goods, perishables, canned goods, or other consumables have been stored in the Space. This charge may include the cost of pest control, repairs, specialized cleaning services, and other incidental costs incurred by the Facility related to the storage of foodstuffs in the Space. In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including but not limited to, costs of removing locks, inventory of stored property, and reasonable storage costs as may be provided for by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during the lien enforcement. **If Occupant is in default for 30 days or if Occupant is in lien status, all payments made to satisfy outstanding amounts and charges shall be paid by certified check, cashier's check, money order, or cash.** If Occupant's checks are dishonored more than once, Occupant will be required to pay all future rent by certified check, money order, cashier's check, or cash. Other fees charged to Occupant may be contained in addendums to this Agreement. All service charges, administrative fees, default notice fees, late fees, court costs, and attorneys' fees together with all other fees and charges set forth in this Agreement incurred by Owner in connection with the enforcement of this Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in this Agreement.

4. INSURANCE OBLIGATION: THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS OR DAMAGE BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism, and malicious mischief insurance for the actual cash value of the 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 the risk of loss to stored property that would be covered by such insurance.** Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees. **OCCUPANT MAY COMPLY WITH THIS INSURANCE REQUIREMENT BY PARTICIPATING IN THE CHOICE PROTECTION PLAN OFFERED AT THE FACILITY. OCCUPANT AGREES AND ACKNOWLEDGES THAT FAILURE OF OCCUPANT TO PROVIDE PROOF OF INSURANCE MAY RESULT IN OCCUPANT'S AUTOMATIC ENROLLMENT BY OWNER IN THE CHOICE PROTECTION PLAN AND FINANCIAL RESPONSIBILITY FOR THE MINIMUM AMOUNT OF COVERAGE AVAILABLE UNDER THE CHOICE PROTECTION PLAN. OCCUPANT AGREES AND UNDERSTANDS THAT PARTICIPATION IN THE CHOICE PROTECTION PLAN CAN BE CANCELLED AT ANY TIME UPON OCCUPANT'S PRESENTATION OF PROOF OF INSURANCE FOR ITS STORED PROPERTY. IF OCCUPANT PURCHASES COVERAGE THROUGH THE CHOICE PROTECTION PLAN AND OCCUPANT'S PREMIUM IS MORE THAN THIRTY (30) DAYS PAST DUE, UNDER THE TERMS OF OCCUPANT'S CHOICE PROTECTION PLAN, OCCUPANT'S COVERAGE WILL TERMINATE.**

5. RELEASE OF OWNER'S LIABILITY: Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property. No bailment is created by this Agreement. Owner is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody, and control of any and all personal property stored in the Space shall remain vested in the Occupant, and all property stored within or on the Space by Occupant or located at the Facility by anyone shall be stored at Occupant's sole risk. As a further consideration for the use and occupancy of the Space, Occupant agrees that Owner, its agents, employees, and assigns shall not be liable to Occupant, his/her agents, guests, licensees, or invitees for any loss or damage to property caused to them or to their property as the result of the use and occupancy of the Space or the Facility. It is further agreed that any stored property is placed in the Space at Occupant's sole risk. The Owner, Owner's agents, employees, and assigns shall have no responsibility or liability for any loss or damage to said property from any cause

whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees, or assigns. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, mold, mildew, or the elements of weather or earthquake. It is agreed by Occupant that this release of Owner's liability is a bargained-for condition of the rent set forth herein and that were Owner not released from liability as set forth here, a much higher rent would have to be agreed upon.

6. PERMITTED AND PROHIBITED USE OF SPACE: Occupant agrees to use the Space only for the storage of property wholly owned by Occupant. Occupant shall not store any motor vehicle in the Space without the prior written consent of Owner. Occupant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction or permit such actions to occur. Occupant is strictly prohibited from storing or using materials in the Space or at the Facility which are classified as hazardous or toxic under any local, state, or federal law or regulation and from engaging in any activity on site which produces such materials. Occupant's obligations of indemnity as set forth in Section 10 herein specifically includes any costs, expenses, fines, or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees, or guests. Occupant shall not use the Premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. The rented Premises shall not be used for the operation of any business, or for manufacturing or production. **No human or animal occupancy of a storage space or of a parked or stored vehicle, trailer, or watercraft shall be permitted anywhere on the Premises.** Pets shall not be brought to the Facility or the surrounding property. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the Space. Trash or other materials shall not be left in or near the Space. Occupant shall not make use of any electricity in the Space for refrigeration, heating, or any other purpose whatsoever other than the single lighting fixture that may or may not be provided in the Space, which shall be used only for the purpose of lighting the Space when Occupant enters the Space, and Occupant shall turn off the light when leaving the Space. Without limiting the foregoing, Occupant shall not (and shall not permit any person to) use the Space in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana. **STORAGE OF FLAMMABLE OR HAZARDOUS MATERIAL IS NOT PERMITTED IN THE SPACE OR ON THE PROPERTY.** Occupant shall not store lithium or Li-ion batteries, or any devices which contain or charge lithium or Li-ion batteries, in the Space. If you believe that any items stored may be in violation of this condition you are required to notify the Owner and the local fire department in writing within 24 hours of the time said materials are stored in the Space or at the property, specifically identifying the amount, nature, and composition of the material. Any violation of these provisions is grounds for immediate termination of this Agreement.

7. NOTICE OF LIEN: THE OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN EACH LEASED SPACE FOR RENT, LABOR, OR OTHER CHARGES, AND FOR EXPENSES REASONABLY INCURRED IN ITS SALE PURSUANT TO THE VIRGINIA SELF-STORAGE ACT (VIRGINIA CODE ANN. §§ 55.1-2900 THROUGH 55.1-2906). THE PERSONAL PROPERTY STORED WITHIN THE LEASED SPACE MAY BE SOLD TO SATISFY THE LIEN IF THE OCCUPANT IS IN DEFAULT. IF RENT IS NOT RECEIVED ON OR BEFORE THE FIFTH (5TH) DAY FOLLOWING THE MONTHLY DUE DATE, OWNER MAY, WITHOUT NOTICE TO OCCUPANT, REMOVE OCCUPANT 'S LOCK TO CONDUCT AN INVENTORY OF THE CONTENTS OF THE SPACE. IN THE EVENT OCCUPANT'S LOCK IS DESTROYED AS A RESULT OF OWNER S EXERCISE OF ITS RIGHT TO INVENTORY THE SPACE AND ENFORCE ITS LIEN, OCCUPANT AGREES THAT OWNER HAS NO OBLIGATION TO REPLACE THE DESTROYED LOCK IF OCCUPANT PAYS THE PAST DUE BALANCE IN FULL AND STOPS THE SALE. ANY OWNER SHALL NOT BE LIABLE TO AN OCCUPANT OR THIRD PARTY FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS NOTICE SHALL HAVE BEEN GIVEN TO THE OWNER BY THE OCCUPANT THAT THE PROPERTY PLACED IN THE LEASED SPACE WAS NOT THAT OF THE OCCUPANT. PRIOR TO PLACING ANY PERSONAL PROPERTY IN THE LEASED SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT OR UPON WHICH A PRIOR LIEN IS ATTACHED, THE OCCUPANT IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, OF THE NATURE AND IDENTITY OF ANY SUCH PROPERTY PLACED IN THE LEASED SPACE AND NAME, ADDRESS, PHONE, AND E-MAIL OF LIEN HOLDER. OWNER SHALL NOT BE LIABLE FOR IDENTITY THEFT OR OTHER HARM RESULTING FROM THE MISUSE OF INFORMATION CONTAINED WITHIN THE CONTENTS OF THE OCCUPANT'S STORAGE SPACE, WHICH ARE SOLD OR OTHERWISE DISPOSED OF TO SATISFY THE OWNER'S LIEN. IF THE PROPERTY UPON WHICH THE LIEN IS CLAIMED IS A VEHICLE

AND THE OCCUPANT IS IN DEFAULT, THE OWNER MAY HAVE THE VEHICLE TOWED IF A VEHICLE IS TOWED AS AUTHORIZED UNDER VIRGINIA LAW. IN THE CASE OF ANY WATERCRAFT, IF THE OCCUPANT HAS BEEN IN DEFAULT FOR MORE THAN 60 DAYS, THE OWNER MAY HAVE SUCH WATERCRAFT TOWED FROM THE FACILITY IN LIEU OF CONDUCTING A PUBLIC SALE OF SUCH PROPERTY. IF A MOTOR VEHICLE OR WATERCRAFT IS TOWED AS AUTHORIZED, OWNER SHALL BE IMMUNE FROM CIVIL LIABILITY FOR ANY DAMAGE THAT OCCURS AFTER THE COMPANY SELECTED TO TOW SUCH PROPERTY TAKES POSSESSION OF THE PROPERTY. For the purpose of Owner's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, household items, and furnishings. It is further understood that the date of sale of Occupant's property pursuant to this Section, if applicable, shall constitute the date of termination of this Agreement. At any time prior to lien sale, any persons claiming a right to Occupant's lien property may stop the sale by **paying the default balance in full, all amounts owed.** Upon release of such property to the payor, Owner shall have no further liability to any person for the lien property. An **Auction Cancellation Fee** will be charged if the Space is listed for sale, but the Occupant or Lien Holder payor redeems the goods prior to the sale date and the auction is canceled. In the event of a foreclosure of Occupant's interest in the Space, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. Owner may use a collection agency to secure any remaining balance owed by Occupant after the application of sale proceeds, if any. Liability arising from the sale of personal property under this Section is limited to the net proceeds received from the sale of that property. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner in its sole discretion. Owner reserves the right to utilize online auction services to manage the sale of Occupant's property as a result of Occupant's default and the foreclosure of Owner's lien. **Occupant consents to the use of online auction services.**

8. LIMITATION OF VALUE: Occupant specifically agrees that, with the exception of property prohibited by this Agreement, Owner is not concerned with the kind, quality, or value of the goods stored. Occupant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may reasonably be withheld in Owner's sole discretion and if such consent is not obtained, the total value of Occupant's property shall be deemed not to exceed \$5,000.00 and may be worth substantially less than \$5,000.00. The Occupant agrees and understands that this limit of \$5,000.00 is deemed to be the maximum value of the property stored in the Space and the maximum liability of the Owner for any claim. Occupant agrees that the maximum value for any claim or suit by the Occupant, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit, is \$5,000.00. Nothing herein shall constitute any agreement or admission by Owner or manager that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

9. PERSONAL INJURY: Owner and Owner's agent shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees occurring in or about the Facility or the Space, or arising out of Occupant's use of the Facility or the Space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the Facility from any cause whatsoever.

10. INDEMNIFICATION: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of actions (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of, or arising out of, Occupant's use of the Space and the Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in this Agreement.

11. CONDUCT: Occupant shall behave, conduct himself/herself, and communicate with Owner, Owner's employees and agents, and other Occupants in a professional, businesslike manner while at the Facility. Should Occupant appoint or allow another person(s) or organization(s) to enter the Facility and/or the Space, such person(s) or organization(s) shall also behave, conduct himself/herself/itself, and communicate with Owner, Owner's employees and agents, and other Occupants in a professional, businesslike manner while at the Facility and Occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code is evidence of authority to enter Occupant's Space. Violation of this provision shall entitle Owner to immediately terminate this Agreement.

12. CONDITION OF SPACE / REPAIRS - COMMENCEMENT AND TERMINATION: Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Space. Occupant agrees to maintain the Space in the same condition throughout the term of this Agreement. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this Agreement, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner on the date of termination in the same condition as

delivered to Occupant on the commencement date of this Agreement, reasonable wear and tear excepted. Occupant agrees to leave the Space broom clean and damage-free. Occupant further agrees to remove all items from the Space and agrees to reimburse Owner for any/all costs of emptying or repairing the Space, which includes but is not limited to dump fees, labor, materials, and transportation. Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, Occupant's guests or agents, or any wear and tear in excess of normal use during the term of this Agreement shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies of default.

13. ACCESS: If rent is not received before the fifth (5th) day following the monthly Due Date, Owner may, without notice, deny the Occupant access to Occupant's property located in the Space or otherwise at the Facility. Additionally, if Occupant is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Owner and/or manager to deny access to Occupant to all rented Spaces. Occupant's access may be conditioned in any manner deemed necessary by Owner or manager to maintain order and protect the Space and the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and searching vehicles and contents. Neither Owner, manager nor any of their respective agents, employees, or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. If Owner terminates this Agreement as provided for herein, Owner has the right to deny vehicle access entry to the Facility during the termination period and control Occupant's access to the Facility, including, but not limited to, requiring Occupant to be escorted by Owner's agents or employees while at the Facility. Access will be denied to any party other than the Occupant, unless said party retains gate code and key to lock on the Space or has supplied Owner or manager with written authorization from the Occupant to enter the Space. No bailment or higher level of liability is created if Owner over-locks the Occupant's lock, thereby denying the Occupant access to the Space.

14. OWNER'S RIGHT TO ENTER OR INSPECT: Occupant grants Owner, Owner's agents or representatives, or any governmental authority, including, but not limited to, police, fire, health, or emergency response officials, access to the Premises upon three (3) days prior written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives, or any governmental authority, including, but not limited to, police, fire, health, or emergency response officials shall have the right to remove Occupant's lock and enter the Premises without notice to Occupant and take such action as may be necessary or appropriate to preserve the Premises, to comply with applicable law, or enforce any of Owner's rights. In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide, and Occupant agrees to accept as Occupant's sole remedy, therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this Section.

15. RULES: Owner shall have the right to establish or change hours of operation, tenant access, or to promulgate rules and amendments, or amend existing rules and regulations for the safety, care, and cleanliness of the Premises, or the preservation of good order on the Facility. Occupant agrees that such rules are made a part of this Agreement and agrees to follow all of Owner's rules now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of rules and/or Facility hours will be conspicuously posted at least seven (7) days prior to the effective date of such change. Hours of operation and access shall be posted at the entrance to the Facility. Current rules will be posted in the rental office.

16. OCCUPANT'S LIABILITY: In the event of default or foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, costs, and expenses provided for in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, and expenses, including those incurred in the sale and/or disposition of the Occupant's property as provided for above. Owner may use a collection agency thereafter to secure any remaining balance owed by Occupant after the application of sale proceeds if any and Occupant shall be liable for all fees and costs for said collection. If any property remains unsold after foreclosure and sale, Owner may dispose of said property in any manner considered appropriate by Owner.

17. ASSIGNMENT: Occupant shall not sublet or assign the Space nor store property owned by others.

18. SECURITY OF SPACE/LOCKS: Occupant agrees to be solely responsible for providing such locks as Occupant desires and deems sufficient for securing access to the Space. In the event that such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner or Owner's Agent may, at his/her sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Occupant's Space, with or without notice to Occupant, including but not limited to, securing the Space with a lock sold by the Facility, the cost of which to be applied to the Occupant's account. In such event, Owner shall not have any liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Owner harmless from and against any loss, cost, or expense of Owner in connection with locking the Space, including the cost of the lock. Owner is not responsible for taking any

measures whatsoever, nor for notifying Occupant that access to the Space has become insecure. The fact that Owner has taken measures to re-secure the access to Occupant's Space under this Section shall not alter the release of Owner's liability set forth in this Agreement, nor shall such measures be deemed conversion of Occupant's stored property.

19. NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. **Occupant agrees that he/she is not relying and will not rely on any oral representations made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Agreement in any way whatsoever.** Occupant agrees that this Agreement may be modified only in writing. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly such services performed by employee of Owner.

20. MILITARY: In order to comply with the Servicemembers Civil Relief Act, it is Occupant's obligation to notify the manager in writing that Occupant and any Occupant family member storing goods at the Facility are in active military service, in order to determine Occupant's qualifications under this act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify the manager in writing of this change immediately.

21. NOTICES FROM OWNER: All notices from Owner or manager shall be sent by First-Class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. **If Occupant provides its e-mail address, Occupant consents to the delivery of all notices, including statutory notices, via e-mail. Occupant agrees that any billing statements and all other communications, including rental rate and late fee increases and lien notices may be sent to Occupant via e-mail rather than by U.S. Mail. Occupant consents to Owner sending communications, including without limitation emails, SMS messaging/texting, social media, etc., to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems.**

22. NOTICES FROM OCCUPANT: Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate, and correct and Occupant understands that Owner and manager are relying on Occupant's representations. Occupant agrees to give written notice to manager of any change in Occupant's address, any change in the liens and secured interest on Occupant's property in the Space, and any removal or addition of property to or out of the Space within ten (10) days of the change. Occupant understands he must personally deliver such notice to manager or mail the notice by certified mail, return receipt requested, with postage prepaid to manager at the storage facility address set forth above or by e-mail only if e-mail is acknowledged by manager.

23. CHANGES: All terms of this Agreement, including but without limitation, monthly rental rate, conditions of occupancy, and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving manager ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this Agreement shall be thereby amended, and the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.

24. NO WARRANTIES: No expressed or implied warranties are given by Owner or any of its respective agents, employees, or affiliates as to the suitability of the Space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, or any storage Facility referred to in this Agreement. **The Owner's agents' and employees' oral statements do not constitute warranties and shall not be relied upon by Occupant.** The entire Agreement and understanding of the parties hereto are embodied in this writing and **no other warranties are given.** Occupant acknowledges that neither Owner nor Owner's agents or employees have made any representations or warranties, either express or implied, as to the safety of the Space, the Facility, or property stored in the Space and/or Facility, or otherwise and that neither Owner nor Owner's agents or employees shall be required to provide any security protection to Occupant or the Occupant's property stored in the Space and/or at the Facility. Any security which Owner maintains is for Owner's sole use and convenience and may be discontinued by Owner at any time without liability or notice to Occupant or any other party. There shall be no liability to the Owner, the Owner's employees, or agents in the event alarm, video system, or sprinkler system, or any components thereof, shall fail or malfunction. **Any video recording devices are not monitored. The parties hereto agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this transaction and shall not apply to the Space and the Facility referred to**

herein. It is further understood and agreed that **Occupant** has been given an opportunity to inspect, and has inspected the Space and the Facility, and that Occupant accepts the Space, and the Facility as-is and with all faults.

25. SUCCESSION; SUBORDINATION: All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns, or representatives of the parties hereto. Occupant agrees that their rights hereunder are subordinate to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the Facility (or any portion thereof) by Owner and to any and all renewals, replacements, consolidations, and extensions thereof. This paragraph shall be self-operative, and no further instrument of subordination shall be required to effect such subordination. Occupant further agrees that Occupant will attorn to the holder of or lender under any such mortgage, deed of trust, or similar instrument and any purchaser at a foreclosure sale of all or a part of the Facility.

26. WAIVER OF JURY TRIAL: Owner, manager, and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint, in any action brought by either Owner or manager against Occupant, or Occupant against Owner or manager or any of their respective agents, employees or affiliates, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Space or the 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.

27. TERMINATION: **Ten (10) days advance written notice given by Owner or Occupant to the other party will terminate this tenancy.** Owner may immediately terminate this Agreement (including denial of vehicle gate access to the Facility and denial of access to the Space) if Occupant is in breach of this Agreement or in the event that Occupant creates a nuisance or is engaged in disruptive, criminal, unlawful or other Owner-prohibited behavior that threatens the safety of other Occupants and/or the preservation of the Facility. Owner may also exercise immediate termination rights (including denial of vehicle gate access to the Facility and denial of access to the Space) in the event that Occupant utilizes the Space for an unlawful or criminal purpose or is found to be engaged in illegal or criminal activity at the Facility. **Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within thirty (30) days of vacating the Space.** Occupant must leave the Space broom clean and in good condition. Occupant is responsible for all damages. Occupant shall be responsible for paying all costs incurred by Owner or manager in disposing of such property, including but not limited to a minimum **Disposal/Cleaning Fee** as set forth above. This Agreement shall automatically terminate if Occupant abandons the Space. Occupant shall be deemed to have abandoned the Space if Occupant has removed the contents of the Space and has removed Occupant's lock from the Space, or the Space and all rights with the Space have been surrendered to the Owner by the Occupant. Occupant shall be deemed to have abandoned the Space if Occupant has removed the contents of the Space, and/or has removed Occupant's lock from the Space and is not current in Occupant's obligations hereunder.

28. PROPERTY LEFT IN THE STORAGE SPACE AFTER TERMINATION OR NON-RENEWAL: **Pursuant to Virginia law, if Occupant leaves personal property in the Space or at the Facility after the termination or non-renewal of this Agreement, the Owner may consider such property to be abandoned.** Occupant shall be responsible for paying all costs incurred by Owner or manager in disposing of such property, including but not limited to a minimum **Disposal/Cleaning Fee** as set forth above. If Owner receives any funds from the sale of property remaining at the Facility, such funds shall be applied to amounts due under this Agreement, including reasonable costs of sale, storage, or safekeeping, and any remaining balance shall be paid to Occupant.

29. ATTORNEY'S FEES: In the event the Owner or manager retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand claim or action brought by the Occupant, the Occupant agrees to pay to the Owner or manager the reasonable costs, expenses, and attorney's fees incurred in any such action.

30. PERSONAL AND FINANCIAL INFORMATION: Neither Owner nor manager warrants or guarantees that any of Occupant's personal information (address, phone number, e-mail address, social security number) or financial information, including, without limitation, credit card and bank account information, will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner or its respective agents, employees, and affiliates for damages arising from the use of said information by others.

31. TEMPERATURE-CONTROLLED: The temperature-controlled Spaces are heated or cooled depending on outside temperature. These Spaces **do not provide constant internal temperature or humidity control and Owner does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity.** 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 whatsoever, including mold or mildew, even if such damage is caused by the active or passive acts or omissions or negligence of Owner or its respective agents, employees, or affiliates. Systems that are used to provide heating and cooling or to reduce humidity do not have backup power sources. Under certain circumstances, including, but not limited to, mechanical failure of heating and/or cooling systems, electrical blackouts, and acts of god, the Space may not be heated, cooled, or dehumidified at all. Occupant understands that there is a risk of the

growth of mold and/or mildew on Occupant's stored property in any Space. Owner does not warrant the Space to be water-tight or dry. **Mold and mildew are naturally occurring substances and it is possible to appear or grow on Occupant's stored property. Owner does not represent that the Space is humidity controlled and does not warrant or guarantee that a minimum or maximum humidity will be maintained at any time during the term. Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property in the Space. Owner does not warrant the Space to be water-tight or dry. Occupant is solely responsible for preventing mold and/or mildew on Occupant's stored property from whatever source and no matter how it occurs.** Occupant shall take whatever steps necessary to protect against and prevent mold in their stored property. Occupant understands that any personal property brought into the Space that is damp or wet will likely grow mold and/or mildew. Occupant shall periodically inspect the Space and the personal property stored in the Space and take any and all actions necessary to protect Occupant's stored property from mold and/or mildew.

32. PERMISSION TO COMMUNICATE: Occupant recognizes that Owner and Occupant are entering into a business relationship as Owner and Occupant. Occupant hereby provides its express written consent to Owner (and Owner's agents, employees, representatives, affiliates and those acting on its behalf) phoning, SMS messaging/texting, faxing, e-mailing, and using social media to communicate with Occupant with marketing, informational, account-related, and/or other business-related communications from and on behalf of Owner, its agents, employees, representatives, affiliates and others acting on its behalf. Occupant consents to Owner sending communications (e-mails, SMS messaging/texting, social media) to Occupant at any time during the day or night that are appropriate and efficient for Owner and its electronic communications systems. Occupant provides its express written consent to receiving telephone calls and messages (including SMS messaging/text messaging) from and on behalf of the Owner using prerecorded messages or artificial voice, and calls and messages delivered using automated telephone dialing system or an automatic texting system, to the phone number(s) provided in this Agreement or to any phone number subsequently provided by Occupant to Owner. Occupant also provides its express written consent to receiving autodialed calls and SMS messaging/text messages from and on behalf of the Owner at the phone number(s) provided by Occupant in this Agreement or at any other phone numbers provided by Occupant to Owner. Calls and SMS/text messages from and on behalf of Owner to Occupant may provide alerts regarding offers and promotions from the Owner, the Occupant's account with Owner, Occupant's tenancy in the Space, Occupant's use of the Facility, information about the Space and/or the Facility, and/or the business relationship between Owner and Occupant. Occupant understands that text messaging and data rates may apply to any calls and/or messages received from Owner and that not all carriers are covered. Occupant understands that Occupant's consent to receive these calls and texts is not required as a condition of entering into this Agreement or in the purchasing of any goods or services from Owner. Occupant also understands that Occupant or Owner may revoke this permission in writing at any time. Occupant agrees not to hold Owner liable for any electronic messaging or data charges or fees generated by this service. Occupant further agrees that in the event Occupant's phone number(s) change, Occupant shall inform Owner of said change or be liable for any fees or charges incurred. Occupant may opt-out of this messaging by emailing northampton@oceanstorage.com or reply STOP to any SMS/text message received. Occupant certifies and warrants that the phone number(s) provided in this Agreement are that of the Occupant.

33. STORAGE OF MOTOR VEHICLES: Vehicles (including, but not limited to, autos, trucks, trailers, mobile homes, boats, and campers) may not be stored overnight without permission of the Owner. A charge will be levied for such overnight vehicle storage. Any vehicle stored will only be allowed in the Space allocated and referred to in this Agreement by addendum. Only vehicles with a current license and inspection tags will be permitted unless otherwise agreed to by the Owner. In the event that any motor vehicle remains stored in the Space after termination of this Agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner, Owner is authorized to cause such vehicle to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damages caused by such removal, transportation, or storage. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this Section. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense.

34. ACCESS TO SPACE AND FACILITY DUE TO EMERGENCIES/WEATHER: Owner reserves the right to deny access to the Space and/or the Facility to all Occupants due to federal, state, or local emergencies or due to inclement weather. Owner shall incur no liability to Occupant for the denial of Occupant's access to the Space and/or the Facility due to federal, state, or local emergencies or inclement weather.

35. STATE LAW TO APPLY: This Agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the State where the Facility is located.

36. RELEASE OF INFORMATION: Occupant hereby authorizes Owner to release any information regarding Occupant and

Occupant's occupancy as may be required by law or requested by governmental authorities, law enforcement agencies, or courts.

37. CROSS-COLLATERALIZATION OF STORAGE SPACES: When Occupant rents more than one Space at this Facility, the rent is secured by Occupant's property in all the Spaces rented. A default by Occupant on any Space shall be considered a default on all Spaces rented. Owner may exercise all remedies available to it including denial of access to the Space and the Facility and sale of the stored property if all rent and other charges on all Spaces are not paid when due.

38. ARBITRATION: In the event of any claim, dispute, or lawsuit by Occupant against Owner (or Owner against Occupant) arising from Occupant's rental or use of the Space or this Agreement, the claim or lawsuit shall be submitted to binding arbitration upon the request of either party and the service of that request on the other party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim, dispute, or lawsuit. **The arbitration must be conducted on an individual basis and Occupant and Owner agree not to act as a class representative or in a private attorney general capacity in any claim, dispute, or lawsuit.** Owner will not request to arbitrate any claim, dispute, or lawsuit that Occupant brings in small claims court. However, if such a claim is transferred, removed, or appealed to a different court, Owner may then choose to arbitrate. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the Premises, whichever occurs first. The federal arbitration act (FAA) shall govern this arbitration agreement. **The arbitration shall be conducted by National Arbitration and Mediation (NAM) under its comprehensive dispute resolution rules and procedures for the self-storage industry. The NAM arbitration rules and procedures may be found at www.namadr.com.** Occupant understands that Occupant is entitled to a judicial adjudication of disputes with the Owner with respect to this Agreement and is waiving that right. The parties are aware of the limited circumstances under which a challenge to an arbitration award may be made and agree to those limitations. Owner and Occupant stipulate and agree that they have had sufficient time and opportunity to consider the implications of their decision to arbitrate and that this addendum concerning arbitration represents a voluntary choice after due consideration of the consequences of entering into this addendum. **If Owner chooses arbitration, Occupant shall not have the right to litigate such claim or lawsuit in court or to have a jury trial. Occupant is also giving up Occupant's right to participate in a class action or other collective action lawsuit or arbitration.** **Exceptions to Arbitration:** Both parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. Owner retains the right to conduct a lien sale under applicable state law. However any other claims, such as claims for violations of self-service storage lien laws, derivative claims (including, but not limited to, claims under state or federal consumer protection statutes) conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

39. WAIVER: No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

40. ELECTRONIC SIGNATURE: Occupant agrees that any reference in this Agreement to a writing or written form may be fulfilled through an electronic record, including an electronic signature, which shall have the same legal force, effect, and enforceability as if it were made in a non-electronic form. If not signed with an original signature below and electronic signature is used, Occupant understands and agrees that Occupant is consenting to be legally bound by the terms and conditions of this Agreement as if Occupant signed this Agreement in writing. Occupant agrees that no certification authority or other third-party verification is necessary to validate their e-signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e- signature or any resulting agreement between Occupant and Owner. Additionally, Occupant certifies that he/she is age 18 or above.

41. MISCELLANEOUS: Time is of the essence of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, or remedies given or granted to Owner by law are cumulative and no one of them is exclusive of another. If any provision of this Agreement is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.

AGREEMENT READ, COPY RECEIVED, AND INCORPORATION OF PROVISIONS ON ALL PAGES:

Occupant acknowledges that he/she has read, is familiar with, and agrees to (a) all of the terms and conditions of this Agreement, and (b) the provisions printed on all pages of this Agreement, and Owner and Occupant agree that all such provisions constitute a material part of this Agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. Occupant acknowledges receipt of a true and exact copy of this Agreement and of the rules and regulations of this Facility.

WITNESS WHEREOF, OWNER AND OCCUPANT HEREBY EXECUTE THIS AGREEMENT ON THE RENTAL AGREEMENT DATE LISTED ABOVE.

Job Title (*If Business Tenant*)

Occupant"
Northampton

Alyssa Quill

Agent" for Ocean Storage - Virginia Beach -