

Last Updated – 28<sup>th</sup> April 2023

Store4U (hereinafter known as “Owner”)

Customer (hereinafter known as “Occupant”)

1. TERM. To have and to hold for a term commencing on a date agreed by both parties and continuing month to month thereafter (hereinafter referred to as the "Term"), unless sooner terminated as hereinafter provided.

2. RENT. Occupant shall pay monthly in advance on the same day of each calendar month, rent for the Unit at the rate agreed at execution of rental agreement. We do not send monthly bills. The first monthly payment shall be made on day of rent agreement execution. All payments due hereunder shall be made to the Owner by credit card payments unless otherwise agreed in writing by Owner. A one-time Key Deposit of €30 per key supplied to the Occupant, is due from the Occupant upon execution of the Rental Agreement. 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.

3. LATE CHARGE. If Occupant declines a bank payment request, Occupant shall incur a €10 administration fee. This “*Declined Payment*” fee may be charged only once in any month where there is a declined payment. If Occupant does not pay rent within ten (10) days of the rent due date, Occupant will pay Owner a late fee of €25. A late fee may be charged for each month that the Occupant does not pay rent when due. This fee is in addition to the administration fee. If payment is overdue the Owner will make at least three attempts within the calendar month from the due date, to contact the Occupant. After one month, if the Occupant fails to engage with the Owner, Owner shall double lock the Occupant’s Unit and otherwise deny access to the property stored until the rental and fee charges are brought current. Payments received will be applied to older charges first. Any account thirty (30) or more days delinquent will be terminated and the Owner will take possession of the goods stored in the unit rented by the Occupant and dispose of same. Owner reserves the right to impose additional fees for any unanticipated charges incurred due to the foreclosure of Occupant’s stored property and disposal of goods.

4. TERMINATION. Either party shall have the right to terminate the agreement by ten (10) days prior written notice given to the other party before the end of the term stated in paragraph #1, and the agreement shall thereupon terminate at the end of said Term.

5. HOLDING OVER. There will be no partial month rentals. The Occupant has 24 hours to vacate the unit from the date of termination. If Occupant vacates the Unit five (5) days after the end of the term stated in Paragraph 1 above, the Occupant shall pay one full month’s rent. If Occupant vacates the Unit after the end of the above stated term, but before five (5) days after the end of the above stated term, the Owner will pro rate the rent fee on a daily basis. The provisions of this Paragraph 5 shall not operate as a waiver by Owner of any rights provided to Owner under Paragraph 11 of the agreement.

6. OCCUPANT RESPONSIBILITY. The Occupant acknowledges and understands that no bailment is created by the agreement. The owner is not engaged in the business of storing goods for hire, nor is it in the warehousing business, but is simply providing a storage Unit which the Occupant can store items of personal property owned by the Occupant. The storage Unit is under the exclusive control of the Occupant. The Owner does not take care, custody and control, possession or dominion of the contents of the storage Unit and does not agree to provide protection for the self-service storage Unit or the contents thereof.

7. INSURANCE. The Owner does not have any obligation to carry insurance on Occupant's property stored in the storage Unit. Occupant is responsible to maintain insurance on all property in the storage Unit, should Occupant wish to have insurance cover.

Occupant waives any and all insurance subrogation rights against owner, its agents and employees.

Occupant elects as follows:

The Owner will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the Occupant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, mold, mildew or any defect, whether known or subsequently created or discovered, in the storage Unit, or acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of the Owner, its agents or employees.

8. LIMITATION OF VALUE. OCCUPANT AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE IN EXCESS OF €5,000 WITHOUT THE WRITTEN PERMISSION OF THE OWNER. IF SUCH WRITTEN PERMISSION IS NOT OBTAINED, THE VALUE OF OCCUPANT'S PROPERTY SHALL BE DEEMED NOT TO EXCEED €5,000. 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. THIS €5,000 LIMIT IS DEEMED TO BE THE MAXIMUM VALUE OF THE PROPERTY STORED IN THE UNIT AND THE MAXIMUM LIABILITY OF THE OWNER FOR ANY CLAIM.

9. USE AND COMPLIANCE WITH LAW. The Unit named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. The Occupant agrees that the Unit and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Unit or anywhere on the Property, and will keep the Unit and the Property in good condition during the term of the agreement. The Occupant agrees not to store any animals (dead or alive), explosives, or any flammable, odorous, perishable, noxious or illegal property. The Occupant agrees that the Unit is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Unit or on the Property. There shall be NO HABITABLE OCCUPANCY of the Unit by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of the agreement. If hazardous substances are stored, used, generated, or disposed of in the Unit or on the Property, or if the Unit or the Property shall become contaminated



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in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines,

judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any legal fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the lease term. Occupant agrees not to conduct any business out of the Unit and further agrees that the Unit is not to be used for any type of work shop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting.

10. **CONDITION OF THE STORAGE FACILITY.** Occupant covenants and agrees to keep the Unit in as good repair and condition as the same is in at the commencement of the term, or may be put in thereafter. The Occupant agrees to peaceably surrender the Unit to Owner at the termination of the agreement simply and in broom clean condition and otherwise in the same order, repair and condition as described in this paragraph. Any dirt, debris, unwanted items, refuse and like matter shall not be accompanied or stored but shall be removed from storage facility by Occupant.

11. **ALTERATIONS, SIGNS AND WASTE.** The Occupant shall not make nor suffer any alterations of the Unit nor post signs without the express written consent of the Owner. The Occupant shall not commit nor permit any waste in the Unit or on the Owner's property.

12. **OWNER'S RIGHT TO ENTER, INSPECT AND REPAIR UNIT.** Owner shall have the right, upon reasonable prior notice to Occupant, except in cases of emergency, in which event, no such notice shall be required, to enter the Unit (and break the lock thereto, if necessary) for the purpose of examining the same for violations of the agreement and for making repairs or alterations to the Unit.

13. **DEFAULT, OWNER REMEDIES AND LIEN. IN ADDITION TO ALL OTHER RIGHTS ALLOWED BY LAW TO A CREDITOR**

AGAINST HIS DEBTOR, THE OWNER SHALL HAVE A LIEN, IN THE EVENT OF A DEFAULT BY OCCUPANT HEREUNDER, ON ALL PERSONAL PROPERTY STORED WITHIN THE UNIT FOR THE AMOUNT OF ANY RENT, SALES TAX, LABOR, INSURANCE OR OTHER CHARGES INCURRED IN RELATION TO SUCH PROPERTY AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE PROPERTY OR REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION IN ACCORDANCE WITH APPLICABLE LAW.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE AGREEMENT AND IN THE PAYMENT OF EACH AND EVERY INSTALLMENT OF ANY RENT OR ADDITIONAL CHARGE TO BE IN ACCORDANCE WITH THE AGREEMENT. IF ANY SUCH RENT OR CHARGES SHALL BE DUE AND UNPAID OR IF THE OCCUPANT SHALL FAIL OR REFUSE TO PERFORM ANY OF THE COVENANTS, CONDITIONS OR TERMS OF THE AGREEMENT. IF SUCH DEFAULT CONTINUES FOR MORE THAN FIVE (5) DAYS, OWNER, AT ITS OPTION, MAY (A) TERMINATE OCCUPANT'S RIGHT TO USE THE UNIT AND TO STORE PROPERTY THEREIN; (B) DOUBLE-LOCK THE UNIT OR OTHERWISE DENY OCCUPANT ACCESS THERE TO; (C) ENTER THE UNIT FOR THE PURPOSE OF TAKING INVENTORY OF THE PROPERTY STORED THEREIN AND FOR THE PURPOSE OF REMOVING ANY PERSONAL PROPERTY FOUND THEREIN AND MOVED TO A PLACE FOR SAFE KEEPING AT THE EXPENSE AND RISK OF OCCUPANT; AND (D) ENFORCE ITS LIEN BY SELLING THE STORED PROPERTY AT A PUBLIC OR PRIVATE SALE IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE LAW AND APPLY THE NET PROCEEDS FROM SUCH SALE TO THE PAYMENT OF ALL SUMS DUE TO OWNER FROM OCCUPANT HEREUNDER, AND TO PAY OVER THE

BALANCE, IF ANY, ON DEMAND TO OCCUPANT. The date of such sale shall constitute the date of the termination of the agreement. In the event the agreement is terminated for breach of any obligation

of Occupant. Occupant shall remain personally liable for the payment to Owner of all accrued and unpaid rent and all other charges due to Owner hereunder at the time of termination of the agreement.

14. OCCUPANT'S RIGHTS IN THE EVENT OF DEFAULT. Any time prior to the sale of Occupant's property, any person claiming a right in the property may pay the amount necessary to satisfy the Owner's lien and to reimburse Owner for all amounts then owed to it under the agreement, in which event the property shall be released to the payer. Notwithstanding the foregoing, Owner shall not be obligated to accept payment and release the property to the payer unless such payment is made in cash or by bank certified check or checks. Upon release of Such property to the payer, Owner shall have no further liability to any person in respect to such property.

15. ABANDONMENT OF OCCUPANT'S PROPERTY. An abandoned Unit is:

1) a leased Unit that the Owner finds unlocked and empty or unlocked and containing personal property with a value less than €300, in the Owner's opinion or 2) a leased Unit, which possession, all rights to and any personal property within, has been affirmatively surrendered to the Owner by the Occupant, and either may be retained by the Owner as its own property, sold in accordance with the provisions within the agreement, or disposed of or destroyed. If such property or any part shall be sold, the Owner may receive and retain the proceeds of such sale and apply the same at its option against the expenses of re-entry and sale, the cost of moving and storage, any arrears of rent or any additional charges and any damages which the Owner may be entitled to under the agreement, or in accordance with law. The Owner shall have the right to take possession of the abandoned leased Unit after 14 days as long as the Owner has notified the Occupant pursuant to law.

16. BANKRUPTCY AND OTHER LEGAL ACTIONS. In the event that the Occupant files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him/her or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action wherein the use and occupancy of the Unit by Occupant is in issue, then the Owner, other than as provided by law, may at its option, terminate the agreement, and the Occupant shall thereafter have no right, title or interest in or to the Unit, or the Owner may at its option declare the agreement to be in default, and pursue all rights and remedies granted in accordance with the agreement.

17. BREACH OF COVENANTS AND CONDITIONS. A breach of any of the covenants or conditions by the Occupant shall at the option of the Owner terminate the agreement, and if so terminated, the agreement shall be null and void.

18. WAIVER. No waiver by the Owner, its agents, servants or employees of any breach or default by Occupant in the performance of any covenant, term or condition of the agreement shall constitute waiver of any subsequent breach or default by Occupant in the performance of any term, covenant or condition of the agreement.

19. CHANGE OF TERMS. All of the terms, charges, conditions or covenants of the agreement as SUBJECT TO CHANGE SOLELY BY OWNER UPON THIRTY (30) DAYS prior written notice to the



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Occupant. If changed, the Occupant may terminate the agreement on the effective date of such change by giving the Owner TEN (10) days prior written notice to terminate. If the Occupant does

not give such notice, the change shall become effective and apply in accordance with the terms of the notice.

20. RECOVERY OF ATTORNEY'S FEES AND COSTS. In the event any action is instituted or any other proceedings taken to enforce any term, covenant or condition contained in the agreement or to recover any rent or additional charge due hereunder, or to recover possession of the Unit for any default or breach of the agreement by the Occupant, the Occupant shall pay the Owner reasonable attorney's fees, costs and expenses in connection with such action or proceedings.

21. ASSIGNMENT. The Occupant shall not permit any other person to jointly occupy the Unit which is the subject to the agreement, nor may the Occupant assign the agreement, without the express written permission of the Owner in advance.

22. NOTICES. Any notice required to be given under the agreement must be in writing and addressed to the other party. Any address change from Occupant may be changed only by written notice and is not valid until acknowledged in writing by the Owner. All notices from Owner or Manager shall be sent by registered mail postage prepaid to Occupant's last known address, or to the electronic mail address provided by the Occupant in the rental agreement. Notices shall be deemed given when deposited with An Post postal service or when sent by electronic mail. All statutory notices shall be sent as required by law.

23. ACCESS. Occupant shall have access to the Unit at any time, 24 hours per day/ seven days per week. Such hours are subject to change by Owner. Owner is not responsible if events beyond the Owner's control prevent Occupant access. If rent is not paid within ten (10) days following the monthly due date, Owner may, without notice, deny the Occupant access to Occupant's property located in the Unit or otherwise at the Facility. Additionally, if Occupant is renting more than one Unit at any given time, default on one rented Unit shall constitute default on all rented Units, entitling Owner and/or Manager to deny access to Occupant to all rented Units. Occupant's access may be conditioned in any manner deemed necessary by Owner or manager to maintain order and protect the Storage Unit 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 gain access to, or exit from the Storage Unit or the Facility, whether because of mechanical or other electrical failure of the automatic access gates or Unit door mechanism, or for any other reason. Access will be denied to any party other than the Occupant, unless said party retains gate code and key to lock on the Unit or has supplied Owner or Manager with written authorization from the Occupant to enter the Unit.

24. SEVERABILITY CLAUSE. If any part of the agreement for any reason is declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall continue in full force and effect as if the agreement had been executed with the invalid portions eliminated. It is further declared the intention of the parties of the agreement they would have executed the remaining portion of the agreement without including any part, parts, or portions which may for any reason be hereafter declared invalid.

25. **SUCCESSION.** All of the provisions of the agreement shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties to the agreement.

26. **STATE LAW TO APPLY.** The agreement shall be construed under and in accordance with the laws of the state where the facility is located and the Occupant specifically waives trial by jury in any action commenced for any reason whatsoever.

27. **EXCLUSIONS TO WARRANTIES.** The agents and employees of the Owner are not authorized to make any warranties about the Unit referred to in the agreement. **NO ORAL STATEMENT BY THE OWNER'S AGENTS OR EMPLOYEES SHALL CONSTITUTE WARRANTIES**, and such statements shall not be relied upon by the Occupant and they are not part of the agreement. The entire agreement and the understanding of the parties to it is embodied in this writing, and **NO OTHER WARRANTIES** are given beyond those specified in the agreement. The parties to the agreement agree that the **IMPLIED WARRANTIES** of **MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and all other warranties expressed or implied, **ARE EXCLUDED** from this transaction and shall not apply to the Unit. It is further understood and agreed that the Occupant has been given an opportunity to inspect the Unit and has done so, and agrees to occupy the Unit in its **AS-IS CONDITION WITH ALL FAULTS**.

28. **ENTIRE AGREEMENT CLAUSE.** The agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the agreement. No amendments or alterations of the terms of the agreement shall be binding upon parties unless they are in writing, dated subsequent to the date of the agreement, and duly executed by the parties, or modified pursuant to the provisions of the agreement.

29. **RULES AND REGULATIONS.** Occupant covenants to comply with all rules and regulations as posted at the facility from time to time. Owner shall not be liable to Occupant for the failure of other occupants of the storage facility to conform to such rules and regulations.

30. **HEADINGS.** The headings of the various provisions of the agreement have been included only for the convenience of the parties, and are not to be used in construing the agreement nor in ascertaining the intention of the parties.

31. **SUBORDINATION.** The agreement is and all of Occupant's rights hereunder are and shall always be, subject and subordinate to any mortgage, security interests or instruments or any other documents given as security (collectively called Mortgage) that now exist or may hereafter be placed upon the storage facility or any portion thereof and to all advances made or to be made thereunder and to the interest thereon, and any and all renewals, replacements, modifications, consolidations, extensions thereof. Occupant will recognise any Mortgage holder or purchaser, as the case may be, as landlord under this lease for the balance of the term remaining, subject to all the terms of the lease, and upon request of such holder or purchaser. The aforesaid provisions shall be self-operative.

32. **FORCE MAJEURE.**

A. Neither party hereto shall be liable to the other for default in performance of any of the terms and provision of the Agreement if caused by fire, strikes or labour disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties.



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B. Neither owner nor occupant shall be required to perform any term, condition, or covenant in the agreement so long as such performance is delayed or prevented by force majeure, which shall mean

acts of God, Strikes, Lockouts, Material or labour restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Owner or Occupant and which by the exercise of due diligence Owner or Occupant is unable, wholly or in part, to prevent or overcome.

33. **RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Manager and their respective agents, employees and affiliates shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage Unit or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Manager or any of their respective agents, employees or affiliates.

34. **LOCKS:** Owner and Manager shall have the right to assume that possession of a key and gate code is evidence of authority to enter Occupant's Unit. Should Occupant appoint another person or entity to enter the Unit, Occupant shall be responsible for the conduct of such person or entity.

35. **FINANCIAL INFORMATION:** Neither Owner nor Manager warrants or guarantees that any of Occupant's 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, Manager and their respective agents, employees and affiliates for damages arising from the use of said information by others.

36. **TEMPERATURE CONTROL (AS APPLICABLE):** The temperature controlled Units are heated or cooled depending on outside temperature. The temperature controlled Units do not provide constant internal temperature or humidity control and neither Owner nor Manager guarantees that temperature and humidity will not fluctuate. Occupant releases Owner, Manager and their respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Owner, Manager or their respective agents, employees or affiliates.

37. **PERMISSION TO CALL, E-MAIL OR TEXT:** Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner or Manager phoning, e-mailing and texting Occupant with marketing and/or other business related communications including collection matters.

38. **STORAGE OF MOTOR VEHICLES:** In the event that any motor vehicle remains stored in the self-storage Unit after termination of the rental agreement or if the rent and other charges remain unpaid or unsatisfied for 60 days, 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. Occupant acknowledges that he or she has personally been given notice that the vehicle is subject to removal at the Occupant's expense. Owner shall incur no liability to Occupant for causing the vehicle to be removed pursuant to this paragraph.



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39. STORED PROPERTY. The Occupant further agrees and understands that it may only store goods that the Occupant owns. The Owner will rely upon the representation that the Occupant is storing only goods for which it is the rightful and absolute owner free of all superior liens.

LIENHOLDER INFORMATION: Occupant is required to disclose to the Owner any lien holder with an interest in property that is or may be stored in the self-service storage facility. Occupant represents that he owns or has legal possession of the personal property in his or her Unit(s) and that all the personal property in his or her Unit(s) is free and clear of all liens and secured interests.

Occupant further acknowledges that he/she has read, understands and agrees to the provisions of the agreement.

Owner reserves the right to remove any lock placed on the unit without written permission from the Owner.

**NOTICE: THE OPERATOR OF THE SELF-SERVICE STORAGE FACILITY WILL HOLD A LIEN ON OCCUPANT'S STORED PROPERTY. OCCUPANT'S PROPERTY MAY BE SOLD TO SATISFY THE LIEN IF OCCUPANT IS IN DEFAULT FOR 30 DAYS OR MORE.**

**NOTICE: PROPERTY STORED IN THE LEASED UNIT IS NOT INSURED BY THE OPERATOR AGAINST LOSS OR DAMAGE.**