

Self-Storage Rules and Regulations

The following Rules and Regulations ("Rules and Regulations") apply to Lessee's use of and activities within the Leased Space and related premises. In the event of any conflict between these Rules and Regulations and the Lease Agreement executed by and between the Lessor and the Lessee, the terms of the Lease Agreement shall control. Lessor may change these Rules at any time by posting 30 days advance notice of the change on <https://www.ontopoftheworldinfo.com>. Lessee is encouraged to view this website often.

A. Prohibited Uses. Lessee may only use the Leased Space for storing Lessee's personal property. Lessee may NOT:

- Modify or alter the Leased Space.
- Allow anyone else to use the Leased Space.
- Conduct a business, or manufacture, exhibit, or sell items from the Leased Space.
- Use the Leased Space for any illegal purposes.
- Store guns, ammunition, weapons and/or illegal drugs in the Leased Space. Marijuana is considered illegal even if it is legal for such person to possess and use marijuana in the state of Florida.
- Store or abandon hazardous materials in the Leased Space including, without limitation, substances that are toxic, reactive, volatile, flammable, explosive, hazardous, or corrosive, or that are, at any time, regulated by state, Federal or local authorities.
- Store animals, food or other perishable items in the Leased Space.
- Store items that, in Lessor's determination, attract vermin, create a nuisance, have a noxious odor or stench, or endanger the safety or health of people or the environment including, without limitation, mothballs.
- If Lessee is in default and Lessor retakes possession of the Leased Space, then any documents, film, or electronic data containing any personal information relating to Lessee, Lessee's clients, Lessee's patients, or others, such as social security numbers; credit card, debit card, bank account or passport information; or tax, employment, medical, or legal records, then upon finding such items, Lessor shall have the right to destroy such items in order to protect Lessee's personal information and identity. Lessee agrees to hold Lessor harmless for any such action.
- Store items with special or sentimental value, or with unknown immediate resale or market value. Lessor will not be liable for any damages to such items as a result of such items being stored in the Leased Space.
- Connect to any electricity, cable, internet or any other utilities serving the Leased Space.
- Pets must be accompanied by Lessee at all times that a pet is brought onto the property the Leased Space is located in. Further, any such pet must be appropriately restrained and controlled. Any pet that undertakes an action of biting, excessive barking and other actions by such pet that the Lessor determines are undesirable, in its sole discretion, shall result in the Lessee being unable to bring that pet to the premises in the future.
- Use any dumpsters or garbage depositories in the Leased Space. Lessee will be charged fees for violating this prohibition.
- Leased Space contents shall not be stored at a height higher than a plane which is eighteen inches (18") below the fire sprinkler head(s) within a Leased Space. Further, no Leased Space Contents shall be hung from and/or affixed to any sprinkler heads and/or other fire suppressions systems. Lessor reserves the right to inspect Leased Spaces for compliance with these requirements.

B. Leased Space Access.

- Unless otherwise consented to in writing by Lessor (which consent may be withdrawn at any time), Lessee may access Lessee's Leased Spaces only during the Facility's access hours, and any Lessee found at the Facility during times other than the Facility's access hours will be deemed to be a trespasser.
- A Lessee's Leased Space door must remain open at all times while the Lessee is accessing their Leased Space.

C. Unsecured Leased Spaces & Overlocks.

- Lessor may place a new lock on any Leased Space that is not secured by a lock. Lessee will pay for the costs of the new lock and any other costs incurred by Lessor in connection with the new lock. Lessee shall hold Lessor harmless for any delay in access that such an action may cause.
- If an unsecured Leased Space is vacant, or if there are only items that appear to be trash, Lessor may dispose of the trash, at Lessee's cost, and consider the Agreement terminated.
- If Rent is thirty (30) days or more past due, Lessor shall have the right to remove Lessee's lock from the Leased Space to prepare for the sale of the Leased Space contents.

D. Facility Gates, Driveways & Security.

- If there is a gate at the Facility, Lessees must follow all procedures to enter the gate. If no procedures are posted, then the following procedures apply:
 - Lessee must pull up to and scan Lessee's ID, or use any other method of opening the gate that may in place at the time in a reasonable safe and non-destructive manner.
 - After the gate has fully opened, only one (1) vehicle may drive through the gate area. The gate may close on, and damage, a vehicle if more than one (1) vehicle enters though the gate when access has been granted and Lessee agrees that Lessee and any invitees, whether permitted invitees or otherwise, shall hold Lessor harmless for any such damage. Lessor is not liable for this damage.
- Lessees will be responsible to pay to Lessor all costs incurred by Lessor to repair any damage to the gate or fence due to Lessee's or Lessee's guests improper use or negligence.
- All driveways at the Facility are for vehicular use only. Bicycles and pedestrian access is discouraged and Lessee agrees to hold Lessor harmless for any damage or injury resulting from accessing the facility without using a vehicle to navigate the driveway.
- Any security systems at the Facility such as fences, gates, or video cameras are for Lessor's protection only. Lessee may not rely on these security systems to protect the Leased Space or the Leased Space Contents.

E. Special Equipment & Keys.

- If any special equipment such as remote controls, keys, or portable electronic devices is provided to a Lessee, it is the Lessee's responsibility to protect and safeguard the equipment. If the equipment is damaged or lost, Lessee will pay to Lessor the cost to replace or repair the equipment.
- Lessee must protect and safeguard Lessee's keys to the Leased Space. If Lessee loses a key, it is recommended that Lessee replace Lessee's lock immediately to avoid unauthorized access. Lessor does not verify the authority of those entering Leased Spaces with keys.

F. Law Enforcement Directives.

- Lessor cooperates with law enforcement officials in all reasonable respects including, without limitation, allowing law enforcement officials to comply with and enforce search warrants, and providing business records (excluding financial information), video footage, and subpoenaed documents to law enforcement officials.

G. Temperature.

- The temperature in a Leased Space is not controlled unless a Leased Space is designated as a "temperature controlled" Leased Space.
- When a Leased Space is designated as a "temperature controlled" Leased Space, it means that Lessor shall undertake reasonable efforts to maintain a temperature in the building where the Leased Space is located between 55 and 80 degrees Fahrenheit. The temperature control may be accomplished through any type of system including, without limitation, "swamp coolers." You will regularly inspect the Leased Space and protect the Leased Space Contents from the growth of mold and mildew. Lessor is not liable for the growth of mold or mildew on the Leased Space contents.
- Lessee agrees to hold Lessor harmless for any damages resulting from fluctuations in temperature outside of the 55 and 80 degree Fahrenheit range. Reasons for such fluctuations include, but are not limited to, loss of power, storms, acts of God, or limitations imposed by any government mandate (whether such effects be direct or indirect).

H. Lessee Conduct While on Premises.

- Lessees shall conduct themselves in accordance with the general code of conduct applicable to On Top of the World residents and property owners. Lessor shall provide a copy to Lessee in the event that Lessee requests.