



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000141389 Three (3) Year Contract to Provide Offsite Storage Units for
the Jefferson Parish Land Use and Development Departments
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com
20-Mar-2023 10:20:02 AM



Bid Number 50-00141389

**Three (3) Year Contract to Provide Offsite Storage Units for the
Jefferson Parish Land Use and Development Departments**

BID DUE: March 27, 2023 AT 11:00 A.M.

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Doris Abraham
Buyer Email: DABRAHAM@jeffparish.net
Buyer Phone: 504-364-2690**

DATE: 3/20/2023

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00141389

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GREINA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: DABRAHAM@jeffparish.net

Bids will be received until 11:00 AM, 3/27/2023 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED
NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(6) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or carriage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) Year warranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBEs, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

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1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(i), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37:2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required:** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required:** In conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 3/20/2023

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00141389

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: DABRAHAM

As per LSA-RS 47:301 et seq, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 12

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***

FIRM NAME:

Elmwood Self Storage & more Cellar

SIGNATURE:

(Must be signed here)

A.A. Gardes

TITLE:

Director of Operations

PRINT OR TYPE NAME:

A. Gardes

ADDRESS:

1004 S. Clearview Parkway

CITY, STATE:

Harahan LA 70123

ZIP:

TELEPHONE:

504) 737-7676

FAX:

()

EMAIL ADDRESS:

lgardes@elmwoodselfstorage.com

TOTAL PRICE OF ALL BID ITEMS: \$ 45,900

DATE: 3/20/2023

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 60-00141389

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	36.00	MO	Three (3) Year Contract to Provide Offsite Storage Units for the Land Use and Development Departments 0001 STORAGE UNIT RENTAL BID FOR A STORAGE CONTRACT FOR ECOSYSTEM & COASTAL DEPT.	\$ 255 -	\$ 9180 -
2	36.00	MO	0002 STORAGE UNIT RENTAL BID FOR A STORAGE CONTRACT FOR CODE ENFORCEMENT DEPT.	\$ 255 -	\$ 9180 -
3	36.00	MO	0003 STORAGE UNIT RENTAL BID FOR A STORAGE CONTRACT FOR PLANNING & ZONING DEPT.	\$ 255 -	\$ 9180 -
4	36.00	MO	0004 STORAGE UNIT RENTAL BID FOR A STORAGE CONTRACT FOR PROPERTY MAINTENANCE & ZONING DEPT.	\$ 255 -	\$ 9180 -
5	36.00	MO	0005 STORAGE UNIT RENTAL BID FOR A STORAGE CONTRACT FOR FLOODPLAIN MANAGEMENT DEPT. THE BELOW APPLIES TO ALL STORAGE UNITS * - CLIMATE CONTROL - APPROXIMATELY 10 x 15 - A MONTH TO MONTH LEASE FOR 3 YRS (AS NEEDED) - LOCATED ON THE 2ND FLOOR OR HIGHER - AND HAVE A FREIGHT ELEVATOR PER ATTACHED SPECIFICATIONS ***	\$ 255 -	\$ 9180 -

Bid Specifications for Bid # 50-141389

JEFFERSON PARISH LAND USE AND DEVELOPMENT OFF SITE STORAGE SPACE

Scope of Services

The Jefferson Parish Department of Land Use and Development, which has several departments including Ecosystem and Coastal Management, Floodplain Management and Hazard Mitigation, Inspection and Code Enforcement, Planning and Zoning, and Property Maintenance and Zone is seeking a company to lease 10ft by 15ft storage spaces to each department to store files and supplies offsite for three years.

Location

It is expected that the storage location be on the Eastbank of Jefferson Parish, and will be on the second or higher floor and have freight sized elevators available. It also needs to be climate controlled.



LAURLAN-01

ALEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432
Hub International Gulf South
3510 N. Causeway Boulevard
Suite 300
Metairie, LA 70002

CONTACT NAME:
PHONE (A/C, No. EX): (800) 256-2842 FAX (A/C, No.): (504) 834-2995
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC #

INSURED

Elmwood Self Storage, LLC
Lauricella Land Company, LLC
1200 S Clearview Pkwy., #1166
Harahan, LA 70123

INSURER A: Safeco Ins Co of America 24740
INSURER B: Travelers Casualty & Surety Company of America 31194
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SM8301779C	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 CUSTOMERS GOODS \$ 50,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	UL8301779C	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE BUT NOT ANOTHER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Each Claim
B	Cyber/Privacy/Networ		106082788	3/31/2022	3/31/2023	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDENDUM TO RENTAL AGREEMENT NUMBER _____
Rental Agreement Date _____,

Elmwood Self Storage
1004 Clearview Parkway
Harahan, LA 70123
504-737-7676

COMPLETE ALL SECTIONS AND FILE ORIGINAL WITH OTHER ORIGINALS, COPY WORKING FILE

Space Number _____ Unit Size _____ X _____ Gate Code _____
Occupant _____ Home Telephone _____
Address _____

Please provide a wireless communication device (cell phone) number and two e-mail addresses in which the Owner may contact and/or send notices to Occupant:

Wireless Communication Device (Cell Phone) Number: _____

Primary EMail _____ Secondary Email: _____

Occupant's Initials: _____

By electing to provide its e-mail address(es) and cell phone number and initialing above, Occupant agrees that notices by Owner may be given to Occupant via e-mail and text message.

Drivers License/ST _____ / _____ D/O/B _____
Emergency/Alternate Name _____ - Phone _____ - Email _____

Received \$ _____ Paid Thru _____

Monthly Rate \$ _____ Good Until _____

Fees: Cleaning Fund \$100 New Account Administration Fee \$30 NSF Fee \$25 or 5% of check, whichever is greater
Sale Fee \$150 Mailed Invoice Fee \$3 Lock Cut Fee \$25 (Padlock) or \$40 (Disc Lock)

Returned Mail Postage Fee \$.50 (plus fines if applicable, set by the United States Postal Service, USPS)

Late Fees \$10 or 10% of rent, whichever is greater, after 6 PM on the 5th, Additional \$10 or 10% of rent, whichever is greater, after 6PM on the 14th.

Reservation Fee \$0.00

Clean Up Fee - Upon move out, abandonment, or termination a Clean Up Fee of no less than \$100 will be assessed for the disposal and or cleaning of any unit not left in a broom swept condition.

Notices and Change of Address. All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by electronic mail if Occupant provides an e-mail address in the information section herein. Notices shall be deemed given when deposited in the United States mail or sent to the Occupant's e-mail address. All statutory notices shall be sent as required by law. Returning mail sent to Occupant's last known address will be assessed a Return Mail Postage Fee.

Loss of Discount. Should Occupant's rent or any other fees or charges remain unpaid for 30 days, the next months rental rate on Occupant's unit will automatically convert to the published Standard Rate and any existing discount on the monthly rental rate shall be cancelled.

Consent to Use Photographs and Testimonials. Occupant agrees that Owner and Owner's agents have permission to use any and all photographs and video taken of Occupant and its guests while on the facility premises. Further, Occupant consents to the publication and use of any and all statements or testimonials provided by Occupant on the facility website, through social media or via mail, fax or e-mail.

Description of contents to be stored: (Examples: Household goods, boxes, furniture, etc.)

Is there a current lien on any property that is being stored? <ESign.RadioButtonPair:YES:NO> (By selecting "No", occupant attests that all the personal property in this space is free and clear of all liens and secured interests.)

If yes, list what items have a lien, who the lien holder is, and the amount of lien in this box:

<ESign.TextBoxOptional>

Military Personnel: Please state whether you or your spouse is a member of the "Uninformed Services" of the United States 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.

<ESign.RadioButtonPair:Yes:No>

If so, state Commanding Officer, Commanding Officers Phone Number, and see manager to complete our Military Addendum:

Commanding Officer _____ <ESign.TextBoxOptional>

Commanding Officer's Phone # _____ <ESign.TextBoxOptional>

Do not sign this Agreement until you have read it and fully understand it. This Agreement releases the Owner for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Lenorah Durel, Agent for owner of
Elmwood Self Storage#pb

Occupant Signature

Store Code: ESS
Addendum #: _____

Date: _____

RENTAL AGREEMENT

This Rental Agreement, (hereinafter called "Agreement"), made and entered into this date as set forth by addendum, by and between the self service storage facility identified by addendum as agent for Owner, (hereinafter called "Owner") and Occupant identified by addendum, (hereinafter called "Occupant"), whose last known address is set forth by addendum. For the consideration hereinafter stated, the Owner agrees to let Occupant use and occupy a space as listed by addendum in the self-service storage facility, situated at the address listed above in the state of Louisiana, hereinafter referred to as "Space". Said space is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Rental Agreement date listed above and continuing month to month until terminated.

TERMS AND CONDITIONS

- 1. Rent.** The Occupant agrees to pay the Owner, for the use of the Space and improvements thereon, the Monthly Rent listed in the attached addendum. Monthly installments are payable in advance at the Owner's office on or before the first of the month due, in the amount of the Monthly Rent stated in the attached addendum, and a like amount each month hereafter, until the termination of this Agreement. The first of the month is hereinafter referred to as the "Due Date." The Owner acknowledges receipt of the sum set forth in the attached addendum showing payment through the date as set forth in the attached addendum. If any monthly installment is not paid when due, or if any check delivered in payment is dishonored, the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Occupant's property. The tender of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. **Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.** Owner accepts checks, money orders and credit cards.
- 2. Denial of Access.** If rent is not paid within five (5) days of the monthly due date or in the event of Occupant's default, Owner may, without notice, deny the Occupant access to the property located in the self storage facility. Owner may place a different padlock on the rented premises over which only the Owner and his agents have control. Access will be denied to any party other than the Occupant who does not retain gate code and key to lock on Space or has not supplied Owner with written authorization from the Occupant to enter the Space. Otherwise, only a court order will be sufficient to permit access by others. Occupant's access to the facility may also be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measures may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the premises. 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 to deny access to Occupant to all rented Spaces.
- 3. Fees and Deposits.** Concurrently with the execution of this Rental Agreement, Occupant shall pay to Owner a nonrefundable New Account Administration Fee in the amount as set forth by addendum. A bill for the monthly rent will not be sent, however, Occupant may elect to pay an additional fee listed in the attached addendum as Invoice Fee to receive a monthly bill. Occupant acknowledges that late payment of monthly rent will cause Owner to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly rent is received after five (5) days from the rental due date, Occupant shall pay to Owner an additional sum of \$10 or 10% of rent, whichever is greater, as a Late Fee for each month rent is past due, such amount being considered liquidated damages. Furthermore, if any monthly rent payment is received after fourteen (14) days from the rental due date, an additional \$10 or 10% of rent, whichever is greater, Late Fee will be assessed. The parties agree that these late charges represent a fair and reasonable estimate of the costs the Owner will incur by reason of late payment by Occupant. Owner does not waive any rights under the law for non-payment of rent. Said late charges are due and payable without demand from Owner. If any check, and/or any credit card, is dishonored for any reason, said late charges shall be due and payable in addition to a return check charge, or credit card charge back fee, identified by addendum as an NSF fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a minimum public auction processing fee identified by addendum as a Sale Fee. If Occupant's lock must be cut, Occupant shall be responsible for Lock Cut Fee identified by addendum. Other fees charged to Occupant may be contained in Addendums to this Agreement. All service charges, administrative fees, default notice charges, late charges, 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 the Agreement shall be deemed "additional rent" payable by Occupant to Owner as provided in the Agreement, however all such items of "additional rent" affect access rights only and shall not be subject to the imposition of applicable sales tax. Occupant further agrees to pay a Cleaning Fund as set forth by Addendum, which shall be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the Space or the facility and to clean up the Space at the termination of the Agreement. In the event the Space is left, in a good state of repair, and in a broom-swept condition, then this amount shall be refunded to the Occupant. Said amount need not be held in a separate account and shall be refunded to Occupant without interest and within a reasonable time if a written request is received from Occupant within thirty days after termination. However, it is agreed to between the parties that the Owner may set off any claims it may have against the Occupant from this fund, including unpaid rent and other charges. Tenant agrees and understands that miscellaneous and additional fees may be charged by the Owner for services that are offered at the Facility. Occupant agrees to pay said fees when those services are utilized. Fees for use will be posted in the office or can be obtained from the on-site manager. Specifically, where dumpster services are offered, Tenant understands and agrees to pay the fee charged by the Facility for the use of the dumpster.
- 4. Owner's Right to Enter.** In cases where the Owner considers it necessary to enter the Space for purposes of examining the Space for violations of this Agreement or conditions in the Space, or for making repairs or alterations thereto, or to otherwise comply with this Agreement, the Occupant agrees that the Owner, or the Owner's representative, shall have the right without notice to enter into the Space and to remove contents to another Space, and continue to store such contents at the sole cost and expense of the Occupant.
- 5. Use of Space; Compliance with Law.** The Space named herein shall be used by the Occupant solely for the purposes of storing personal property belonging to the Occupant. **The Occupant agrees not to store any explosives, flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the Space or elsewhere on the property which would cause danger or nuisance to the Space or any other portion of the Property.** The Occupant agrees that the Space 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 Space or anywhere on the Property, and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value for 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 Space or on the Property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. The storage of food or

any perishable goods is strictly prohibited. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space or the Property shall become contaminated 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 attorney's 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 Space and further agrees that the Space 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. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorneys' fees arising from the Occupant's lease of the Space on the Property or from any activity, work or thing done, permitted or suffered by the Occupant in the Space or on or about the Property. Use of any utilities on premises is strictly prohibited except by express written agreement and arrangement with Owner and for an additional Utility Charge as set forth by Addendum. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate TERMINATION of this Agreement and shall cancel Occupant's right of Occupancy. Occupant agrees to hold Owner, other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting from the violation of this provision.

6. Condition and Alteration of Space. Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the space, or make alterations or improvements without the prior consent of the Owner, or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the space to its prior condition shall be borne by Occupant. Occupant agrees that should it cause any damage to the rented Space or the facility premises that it will pay the invoice provided by the Owner for the costs to repair said damage within five (5) days of receipt. The Owner shall have the right, upon nonpayment, to add the amount of said invoice to the Occupant's account as rent. Occupant agrees and understands that its failure to pay said invoice may result in a default under the Occupant's lease resulting in the possible foreclosure and sale of the Occupant's personal property, or Owner may use a collection agency to collect unpaid invoices if Occupant has moved out.

7. Limitation of Value. The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$5,000.00 unless the Owner has given permission in writing for the Occupant to store property exceeding such value. The

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 in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's property regardless of cause.

8. Termination. This Agreement shall continue from month to month unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owners' lien rights as referenced herein), and shall deliver possession of the Space to the Owner on the day of termination. Occupant agrees that unit shall be left in a broom-swept condition. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the Occupant's Space and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. Occupant agrees to pay all costs incurred by the Owner for said cleanout and/or repair, or Owner may use a collection agency to collect unpaid invoices if Occupant has moved out.

ABANDONMENT This Agreement shall automatically terminate if the Occupant abandons the Space. The Occupant shall be deemed to have abandoned the Space if the Occupant has removed the contents of the Space and/or has removed the Occupant's locking device from the Space and is not current in all obligations hereunder. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for disposal of personal property resulting from Occupant's abandonment. Rent prepaid for any period in which the Occupant moves out early shall not be refunded. **There are No Rent Refunds for**

Partial-Month Occupancies.

9. No Bailment. THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK. The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to, theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the Owner, the Owner's agents or employees. It is agreed by the Occupant that this provision is a bargained for condition of the Agreement that was used in determining the amount of Monthly Rent to be charged and without which the Owner would not have entered into this Agreement. Due to excessively humid climate conditions Owner shall not be responsible for any damages whatsoever caused or contributed to by mold or mildew or moisture related contamination.

10. Insurance. THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. The Occupant, at the Occupant's expense, shall secure his own insurance to protect himself and his property against all perils of whatever nature for the actual cash value of the stored property. Insurance on the Occupant's property is a material condition of this Agreement. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees that its insurer may not subrogate against the Owner in the event of loss or damage of any kind or from any cause. Occupant may obtain the Insurance Plan offered by Owner. However, if proof of insurance is not provided, Occupant agrees that Owner may enroll Occupant in the Insurance Plan offered by Owner to cover the full value of Occupant's stored property.

11. Changes. All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed the Occupant may terminate this Agreement on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

12. Owner's Lien Rights. PURSUANT TO THE "SELF SERVICE STORAGE FACILITY ACT", TITLE 9, SECTIONS 4756-4760, AS AMENDED, LOUISIANA REVISED STATUTES, THE OWNER, HIS HEIRS,

EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS HAVE A PRIVILEGE, THAT IS A LIEN, UPON ALL MOVABLE PROPERTY STORED AT THE FACILITY FOR THE DEBT DUE TO OWNER FOR RENT, AND FOR ALL REASONABLE CHARGES AND EXPENSES NECESSARY FOR THE PRESERVATION OF MOVABLE PROPERTY STORED AT THE FACILITY, AND FOR EXPENSES REASONABLY INCURRED IN THE ENFORCEMENT OF THIS PRIVILEGE, INCLUDING, BUT NOT LIMITED TO, THE COST OF REMOVING AND REPLACING ANY LOCKS, PREPARING A BRIEF AND GENERAL DESCRIPTION OF THE MOVABLE PROPERTY UPON WHICH THE PRIVILEGE IS CLAIMED, SENDING NOTICES, AND ADVERTISING, BY SALE OF MOVABLE PROPERTY OR OTHER DISPOSITION PURSUANT TO THE LOUISIANA SELF-SERVICE STORAGE FACILITY ACT. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY AND CONTINUES SO LONG AS THE OWNER RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED, OR A SALE IS CONDUCTED, OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN PURSUANT TO LAW. IN NO EVENT SHALL THE LESSOR'S LIABILITY EXCEED THE PROCEEDS OF THE SALE. THIS LIEN COVERS ANY PERSONAL PROPERTY WHICH THE LESSEE STORES IN THE SPACE, EVEN IF IT IS OWNED BY SOMEONE ELSE. BY INITIALING HERE, OCCUPANT SIGNIFIES THAT IT UNDERSTANDS AND AGREES WITH THIS PARAGRAPH AND THE OWNER HAS BROUGHT THIS PARAGRAPH TO OCCUPANT'S ATTENTION AT THE TIME OF THE SIGNING OF THIS AGREEMENT. OCCUPANT'S INITIALS: _____

13. Security Agreement. This Agreement shall constitute a security agreement covering the contents (hereinafter referred to as "Collateral") of the Space, and a security interest shall attach thereto for the benefit of, and is hereby granted to Owner by Occupant to secure the payment and performance of Occupant's default hereunder. Owner, in addition to all other rights and remedies it may have in such event, may exercise any right or remedy with respect to the Collateral which it may have under the Uniform Commercial Code or otherwise. It is expressly understood that Owner retains its Owner's statutory lien. All rights of Owner hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Occupant hereby waives and renounces its right to the benefit of the exemptions provided under Louisiana Law.

14. Occupant's Liability. In the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed that the liability of the Occupant for the rents, charges, costs and expenses provided for in this Rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full. The Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate by the Owner.

15. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

16. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. 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.

17. Attorney's Fees. In the event the Owner 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 the reasonable costs, expenses, and attorney's fees incurred in any such action.

18. Successors in Interest. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

19. Governing Law. This Agreement and any actions between the parties shall be governed by the laws of the State of Louisiana.

20. Waiver of Jury Trial. The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupant's use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

21. Limited Warranty. This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between the parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given. No promises or representations of safety or security have been made to occupant by Owner or Owner's agents. There shall be no liability to Owner, 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 leased Space, premises, and

facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect, and has inspected this Space, premises, and facility, and that Occupant accepts such leased Space, premises, and facility AS IS and WITH ALL FAULTS.

22. Rules. The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations, including those visually displayed on any monitors, shall be deemed to be part of this Agreement.

23. Notices from Owner. All notices required by this Agreement 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 delivered when deposited with the U. S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law. NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.

24. Notices from Occupant. Occupant represents and warrants that the information Occupant has supplied in the Agreement addendum is true, accurate and correct and Occupant understands that Owner is relying on Occupant's representations. Occupant agrees to give prompt written notice to Owner of any change in Occupant's address or contact information, 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. Occupant understands he must personally

deliver such notice to Owner or mail the notice by certified mail, return receipt requested, with postage prepaid to Manager at the address shown on the Agreement addendum or send the notice via e-mail. Owner does not recognize or acknowledge address changes which are not delivered to Owner in writing, signed by Occupant and acknowledged by Owner.

25. Occupant's Lock. The Occupant must keep the Space locked and must provide his own lock and key. **DOUBLE LOCKING IS PROHIBITED.** The Occupant assumes full responsibility for all persons who have keys and access to the Space. In the event Occupant fails

to keep such a lock on the Space or Occupant's lock is broken or damaged, Owner shall have the right, but not the obligation, to place its lock on the Space; provided, however, that in such event Owner shall have no 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. Occupant shall not provide Owner or Owner's agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Owner on Occupant's behalf. Occupant understands that the Space is or may be equipped with an electronic locking system. Occupant understands and agrees that the use of an electronic locking system does not change the Operator's non-bailment status. If available, Occupant is required to utilize the electronic locking system to secure its Space. Notwithstanding the use of an electronic locking system, Occupant maintains the care, custody and control of its stored property, the duty to secure and protect its stored property and the risk of loss of its stored property. Operator provides no warranty for the operation of the electronic locking system. Occupant agrees and assumes the risk of possible malfunction of the electronic locking system, arising from mechanical failure, electrical or battery outage or other causes outside the control of the Operator. As such, Occupant releases Operator from any liability arising from the failure of the electronic locking system to operate as intended. Occupant disclaims all claims for liability against the Operator for consequences resulting from inadvertent locking of the Space. Operator does not warrant or guarantee that the use of the electronic locking system will prevent the theft of the stored goods. Occupant shall not use any additional hasp or sliding device for an additional lock, on or with any type of locking system. Said additional device or hasp is reserved for Operator's use only. A mandatory Lock Removal Fee of \$25.00 shall apply to remove any additional lock on the Space. If Operator finds an occupied Space without the electronic lock in use, and the Occupant is current in its rent or other charges, Operator will notify Occupant, and Operator may, but is not required to, secure the Space until the Occupant is able to re-secure the Space, with or without notice to Occupant; provided, however, that in such event Operator shall not have any liability to Occupant for any loss or damage whatsoever, and Occupant shall indemnify and hold Operator harmless from and against any loss, cost or expense of Operator in connection with locking the Space, including the cost of the lock.

26. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

27. 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 or agencies, law enforcement agencies or courts.

28. Military Service. If you are in the military service you must provide written notice to the Owner. The Owner will rely on this information to determine the applicability of the Service Members Civil Relief Act.

29. Financial Information. Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

30. Indemnification of Owner. Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees arising from Occupant's lease of the Space on the facility, or from any activity, work or thing done, permitted or suffered by Occupant in or on the Space or about the facility.

31. Climate Control. Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

32. 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 one vehicle may be stored in each marked space and 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 self-storage space after termination of the Rental Agreement or upon Occupant's default 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.

33. Permission to Communicate. Occupant recognizes Owner and Occupant are entering into a business relationship as Owner and Occupant. As such, Occupant hereby consents to Owner phoning, faxing, e-mailing, texting (including automated calls and texts) and using social media to communicate with Occupant for marketing and/or other business-related communications.

Do not sign this Agreement until you have read it and fully understand it. This Agreement releases the Owner for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

OCCUPANT:

By: _____

Name: _____ Unit # _____

Date: _____

SELF STORAGE FACILITY MANAGER:



By: **Lenorah Durel**
Agent for Owner of Elmwood Self Storage

Date: _____
version 2023 LA

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INSURANCE ELECTION AGREEMENT
Enclosed Storage Space Coverage

Storsmart Insurance Program
storsmartinsurance.com

CUSTOMER INFORMATION

Name: _____

Address: _____

City, State, Zip: _____

Daytime Phone #: _____

Email Address: _____

FACILITY INFORMATION

Name: Elmwood Self Storage

Address : 1004 Clearview Parkway

City, State, Zip: Harahan, LA 70123

Facility Number: _____ Storage Space #: _____

Fax form to: 1-844-814-4660

Email form to: enrollments@storsmartinsurance.com

I UNDERSTAND AND AGREE THAT THIS STORAGE FACILITY DOES NOT INSURE MY PROPERTY & HAS NO RESPONSIBILITY TO PROVIDE INSURANCE. MY PROPERTY IS STORED AT MY SOLE RISK & I HAVE AGREED TO INSURE MY PROPERTY AGAINST LOSS.

NEW HAMPSHIRE INSURANCE COMPANY APPLICATION FOR INSURANCE

Certificate Number: _____

I elect to obtain this insurance coverage for my personal property exclusively available through Property First Group LP, an insurance agency. I want to purchase the following amount of insurance with 100% Burglary and Robbery coverage

Limit of Coverage: \$2000 **Monthly Premium:** \$10⁻

ACKNOWLEDGEMENT: I understand that the amount noted above is the Premium I must pay for the Limit of Coverage I have selected. I authorize the Owner of this storage facility to conduct the administrative function of receiving the monthly Premium to send to the insurance agency on my behalf. I understand that a portion of the Premium I am agreeing to pay for insurance covers the storage facility's cost of collecting, accounting for, and remitting premiums to the insurance agency. I have read and completed this Insurance Election Agreement to apply for the coverage. I have received and read a copy of the Certificate of Storage Insurance for New Hampshire Insurance Company Master Policy # 10570468.

COVERAGE EFFECTIVE DATE: The insurance will become effective on the later of the completion of this application, payment of the Premium, and the start date of the lease.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

THIS FACILITY AND ITS EMPLOYEES ARE NOT QUALIFIED OR AUTHORIZED TO EVALUATE THE ADEQUACY OF ANY INSURANCE YOU MAY HAVE. QUESTIONS REGARDING THIS STORAGE INSURANCE PROGRAM SHOULD BE DIRECTED TO PROPERTY FIRST GROUP INSURANCE AGENCY.

I CERTIFY THAT THERE HAVE BEEN NO LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THIS STORAGE INSURANCE PROGRAM AS OF THE DATE AND TIME SIGNED BELOW.

Tenant (lessee) Signature: _____ Date: _____ Time: _____
_____am/pm

Agent/Producer Signature: _____



Agent/ Producer Name: Mario Feghali

State License #: LA 552480

Offered by: Property First Group LP, an insurance agency,
307 23rd St Extension Suite 950, DPT#22031, Sharpsburg, PA 15215 1-888-545-7627 PA License #588404

[Click to View Brochure <https://ssbrochure.com/?s=LA&r=9>](https://ssbrochure.com/?s=LA&r=9)

Welcome to your new storage space and congratulations on your decision to insure your property through New Hampshire Insurance Company. This storage insurance program provides you with the peace of mind knowing your items will be protected while being stored. Now that you've made the right choice to provide protection and peace of mind for your stored items, let us offer you the following tips:

Use a disc or cylinder lock

- These locks provide a higher level of security compared to other locks.

Cover your items with plastic sheets

- This will better protect your items from dust, moisture, etc.

Keep moisture sensitive items off of the floor

- Pallets (or other supports) should be used to elevate your items.

Do not store "valuables"

- Jewelry, currency, or other valuable items should not be stored.

Do not store flammable or hazardous materials

- Storing these items are dangerous to you and the facility.

Make an inventory of your stored items

- Keep a copy of your inventory in safe place; it will help expedite a claim.

POLICY HOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.