Acceptance of Deliveries

## ADDENDUM

## SHIELDS SELF STORAGE

(540) 942-1001 www.shieldsselfstorage.com

THIS ADDENDUM to the Self-Service Storage RENTAL AGREEMENT, executed on \_\_\_\_/ between SHIELDS SELF STORAGE,

hereinafter called the OWNER and

, hereinafter referred to as OCCUPANT

of space number

The OWNER hereby agrees to accept packages delivered on behalf of OCCUPANT, based on the following conditions:

- 1. NO BAILMENT IS CREATED HEREUNDER: The OCCUPANT agrees the OWNER or OWNER'S agent is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the self-service storage facility by OCCUPANT or by anyone is at OCCUPANT'S sole risk. OCCUPANT acknowledges that OWNER does not take care, custody, control, possession or dominion over the stored personal property and does not agree to provide protection for the personal property stored therein and OCCUPANT assumes full responsibility for who has access to their personal property, stored within the self-service storage facility.
- 2. INDEMNIFICATION AND HOLD HARMLESS: OCCUPANT agrees to indemnify, defend and hold harmless the OWNER, OWNER'S agent, common carrier, courier, or other deliverer from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OWNER or OWNER'S agent accepting deliveries on behalf of OCCUPANT.
- 3. RENTAL AGREEMENT: The execution of this ADDENDUM will not supercede the provisions of the rental agreement, including, but not limited to those provisions with respect to use and occupancy, care custody and control, risk of loss, insurance, indemnification, and duties of and warranties by OWNER.
- 4. REFUSAL OF DELIVERY: OWNER shall have complete and unrestricted right to refuse any deliveries that in OWNER'S sole discretion, may be suspected of including any illegal, volatile, flammable or hazardous substances, or items which are improperly packaged, damaged or difficult accept. If the OCCUPANT is in default of the obligations set forth in the rental agreement, including nonpayment of rent, OWNER has the right to refuse the delivery. OCCUPANT agrees to pay all costs incurred by common carrier, courier, or other deliverer for delivery that has been refused.
- 5. TERMINATION: OWNER or OWNER'S agent have the right to terminate this Acceptance of Deliveries Addendum with or without cause by notifying the OCCUPANT in writing three (3) days prior to termination date of this addendum.

WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

## OWNER

BY

**OWNER'S Agent** 

OCCUPANT

X

If a business, give title.

\_ TITLE: \_\_\_\_\_

TO REORDER CALL GARLITS INDUSTRIES, INC 800-523-5753 RE: S-99287 Form DEL 500