



## Rules and Regulations

These Rules and Regulations (called “Rules”) are incorporated into and made a part of the Agreement between the Occupant and the Vanguard. Defined terms in these Rules have the same meanings given to those terms in the Agreement. If there is a conflict between these Rules and the Agreement, the Agreement will control. Vanguard may change these Rules at any time by posting 30 days advance notice of the change on this website. Occupants are encouraged to view this website often.

**A. Prohibited Uses.** Occupant may only use the Space for storing Occupant’s personal property. Occupant may NOT:

- Modify or alter the Space
- Allow anyone else to occupy the Space.
- Conduct a business or hobby, or manufacture, exhibit, or sell items from the Space.
- Use the Space for any illegal purposes.
- Store guns, ammunition, weapons and/or illegal drugs in the Space. Marijuana is considered illegal even if it is legal in the state where the facility is located.
- Store or abandon hazardous materials in the 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 items with an aggregate value of more than \$5,000 unless Vanguard has expressly consented in writing to a higher value. Occupant’s purchase of insurance from any provider in an amount greater than \$5,000 will not be considered Vanguard’s consent to the storage of Space contents in excess of \$5,000.
- Store animals, food or other perishable items in the Space.
- Store items that, in Vanguard’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.
- Store any documents, film, or electronic data containing any personal information relating to Occupant, Occupant’s clients, customers, patients, or others, such as social security numbers, credit card, debit card, bank account or passport information, or tax, employment, medical, or legal records. If Occupant is in default and Vanguard finds any documents, film or electronic data in the Space, Vanguard may, at Vanguard’s option, immediately destroy these items and charge Occupant for the destruction costs.
- Store items with special or sentimental value, or with unknown immediate resale or market value.
- Connect to any electricity, cable, internet or any other utilities serving the facility.
- Bring pets to the facility or Space other than trained service dogs.

- Use any dumpsters or garbage depositories at the facility, unless service separately purchased for additional fee. Occupant will be charged fees for violating this prohibition.
- Space contents shall not be stored at a height higher than a plane which is eighteen (18") inches below the fire sprinkler head(s) within a space or the ceiling, whichever is lower. Further, no Space contents shall be hung from and/or affixed to any sprinkler head and/or other fire suppression system. Vanguard reserves the right to inspect Spaces for compliance with this provision.
- Smoking is prohibited in the entire facility.

**B. Space Access.**

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

**C. Unsecured Spaces & Overlocks.**

- Vanguard may close gate and engage locking mechanism on any Space that is not securely closed.
- If an unsecured Space is vacant, or if there are only items that appear to be trash, Vanguard may dispose of the trash, at Occupant's cost, and consider the Agreement terminated.
- If Rent is 10 days or more past due, Vanguard will disable the access code to the Occupant's Space and to the facility.

**D. Facility Gates, Driveways & Security.**

- If there is a gate at the Facility, Occupants must follow all procedures to enter the gate. If no procedures are posted, then the following procedures apply:
  - Occupant must pull up to and enter Occupant's access code.
  - Occupant must wait for the gate to open completely before driving through the gate area.
  - After the gate has fully opened, only 1 vehicle may drive through the gate area. Each vehicle must enter an access code to access the property. Occupants are warned that when an access code is entered, the gate opens only for enough time to allow 1 vehicle to drive through the gate area. The gate may close on, and damage, a vehicle if more than 1 vehicle enters through the gate when an access code is entered or into the key pad. Vanguard is not liable for this damage.
- Occupants will be responsible to pay to Vanguard all costs incurred by Vanguard to repair any damage to the gate or fence due to Occupant's or Occupant's guests improper use or negligence.
- All driveways at the Facility are for vehicular use only. Pedestrians are not permitted to walk through the driveways.

- Any security systems at the Facility such as fences, gates, or video cameras are for Vanguard's protection only. Occupant may not rely on these security systems to protect the Space or the Space Contents.

**E. Vehicle Parking.**

- If a Vehicle is parked in an outside parking area at the Facility pursuant to a Parking Space rental Agreement, the following requirements must be complied with :
  - The Vehicle can only be parked in the parking space assigned to the Occupant's Vehicle.
  - The Vehicle must be insured.
  - At Vanguard's request, identification stickers, decals, or tags must be placed in the Vehicle so that they are visible from the outside of the Vehicle.
  - In the event of an emergency, Vanguard may relocate the Vehicle to different areas of the parking lot without notice.
  - The Vehicle must be in good, operational condition.
  - Only 1 Vehicle may be stored in parking space.
  - Occupant must provide drip pan(s) if vehicle leaks fluids.
  - Occupant must keep current License plates and registration on vehicle at all times while the vehicle is at the Facility.
- Vanguard assumes no responsibility for supervision of the Facility during the term of the Agreement and shall have no obligation to render any services or make any repairs or provide any maintenance to the Facility.
- Vanguard has the right to compel occupant at any time and for any reason to relocate Occupant's Parking Space to a different Parking Space designated by Vanguard. If an Occupant is in default of the Agreement, Vanguard may, without incurring any liability, have the Vehicle being stored by the Occupant towed at the Customer's expense. Vanguard is not responsible for damage to or theft of vehicles that have been removed from parking area due to non-payment of rent.

**F. Special Equipment & Keys.**

- If any special equipment such as key fobs, remote controls, keys, or portable electronic devices are provided to an Occupant, it is the Occupant's responsibility to protect and safeguard the equipment. If such equipment is damaged or lost, Occupant will pay Vanguard the cost to replace or repair the equipment.
- Occupant must protect and safeguard Occupant's key fobs to the Space and return same to Vanguard upon vacating the Space. If Occupant loses a key fob, it is recommended that Occupant replace Occupant's key fob immediately to avoid unauthorized access. Vanguard does not verify the authority of those entering Spaces with key fobs.

**G. Law Enforcement Directives.**

- Vanguard 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.

#### **H. Fees.**

- Occupants will receive an email receipt for monthly payments but will not receive an invoice for the Monthly Rent unless Occupants pay a monthly invoice fee in the amount determined by Vanguard.
- The Agreement does not include all fees, expenses, or charges that Occupants may be required to pay under the Agreement, and Vanguard reserves the right to charge additional fees.
- Vanguard reserves the right to increase, decrease, supplement, or otherwise modify any fees or charges in the Agreement by either sending advance notice directly to the Occupant, or posting advance notice of any such change on this website or in the office.
- The list of fees set forth in this Agreement is not all inclusive and additional fees may apply.

#### **I. Temperature.**

- The temperature in a Space is not controlled unless a Space is designated as a “temperature controlled” Space.
- When a Space is designated as a “temperature controlled” Space, it means that we use reasonable efforts to maintain a temperature in the building where the Space is located of between 55 and 80 degrees Fahrenheit. The temperature control may be accomplished through any type of system. You will regularly inspect the Space and protect the Space Contents from the growth of mold and mildew. Vanguard is not liable for the growth of mold or mildew on the Space Contents.

#### **J. Accepted Payment Method.**

- Occupant’s payments may be made in cash, credit card, debit card or ACH. Vanguard may accept other forms of payment at Vanguard’s sole discretion.
- Vanguard may refuse any form of payment other than Cash when an Occupant is in default.

#### **K. Occupant Conduct While on Premises.**

- Occupants shall conduct themselves appropriately while on the Facility premises. Any type of harassment toward Vanguard’s employees, foul language, boisterous behavior or other behavior that interferes with Vanguard’s business or negatively affects Vanguard’s employees or Occupants will not be tolerated.