



SELF-SERVICE STORAGE LEASE ADDENDUM

OCCUPANTS STORE GOODS AT THEIR OWN RISK

1. I understand that the Owner is a landlord renting space for the Occupant's self-service use and is not a bailor or warehouseman in the business of storing goods for hire.
2. I hereby acknowledge that I have received a copy of the completed rental agreement and that I understand the provision that states the Owner is not responsible for loss or damage to property in my storage space.

INSURANCE IS OCCUPANT'S RESPONSIBILITY

3. I understand that the Owner does not provide insurance coverage on any personal property in my storage space.
4. I have been given a brochure which explains the optional Customer Storage Insurance that is available.

This is an addendum to, and made part of, a rental contract dated x _____ .

x _____
Occupant

x _____
Date

x _____
Occupant

White - Occupant's Copy

Yellow - File Copy



HEMPFIELD MINI STORAGE
1517 Roseytown Road
Greensburg, Pennsylvania 15601
(724) 834-MINI

3184

NAME
ADDRESS

CITY, ST, ZIP
PHONE (BUS)
PHONE (HOME)
DRIVERS LIC. _____ STATE _____
PURCHASE ORDER
IN CASE OF EMERGENCY- CONTACT:

OTHER PERSONS WITH ACCESS:

UNIT NO: APPROX. SIZE: SIZE CODE:
AGREEMENT RECEIPT NO:

SELF-STORAGE RENTAL AGREEMENT

THIS rental agreement (hereinafter sometimes referred to as "Agreement" or "lease") is executed in triplicate at the place and on the date set forth above between Owner and Occupant, as evidenced by their signatures below, subject to the terms and conditions incorporated herein and made a part hereof for all purposes.

PERSONAL INJURIES OR PROPERTY DAMAGE OR LOSS FROM THEFT, VANDALISM, RODENTS, F SMOKE, WATER, HURRICANE, RAIN, TORNADO, EXPLOSION, ACT OF GOD, OR ANY OTHER CA WHATSOEVER UNLESS THE SAME IS DUE TO THE WILLFUL ACTS OR GROSS NEGLIGENCE OWNER, ITS AGENTS, SERVANTS, OR EMPLOYEES. OCCUPANT ACKNOWLEDGES THAT OW DOES NOT TAKE CARE, CUSTODY, CONTROL, POSSESSION, OR DOMINION OVER THE CONTENT OR ON THE SPACE OR AT THE FACILITY AND DOES NOT AGREE TO PROVIDE PROTECTION FOR FACILITY, THE SPACE, OR THE CONTENTS THEREOF. OCCUPANT MUST TAKE WHATEVER STEP; OR SHE DEEMS NECESSARY TO SAFEGUARD WHAT IS AT THE FACILITY OR IN OR ON THE SP/ ALL OCCUPANTS MUST KEEP HIS OR HER SPACE LOCKED. ALL LOCKS AND KEYS MUST PROVIDED BY OCCUPANT AT HIS OR HER OWN EXPENSE. OCCUPANT WILL ASSUME FULL COMPLETE RESPONSIBILITY FOR WHO HAS POSSESSION OF THE KEYS AND ACCESS TO SPACE. IT IS DISTINCTLY UNDERSTOOD AND AGREED THAT OCCUPANT MAY NOT PLACE M THAN ONE LOCK ON EACH DOOR OF THE SPACE, AND ANY ADDITIONAL LOCKS WILL BE IMMEDIA REMOVED BY OWNER. OWNER MAY, BUT IS NOT REQUIRED TO, LOCK THE SPACE IF IT IS FO OPEN. OWNER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM FAIL INTERRUPTION, OR MALFUNCTION OF THE UTILITIES, APPLIANCES, OR FIXTURES, IF ANY, PROVI TO OCCUPANT UNDER THE TERMS OF THIS AGREEMENT.

1.OWNER'S LIEN RIGHTS-PRIOR LIENS. IN ADDITION TO ANY AND ALL CONTRACTUAL LIENS AND REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, AND CUMULATIVE THEREWITH, OCCUPANT ACKNOWLEDGES AND EXPRESSLY AGREES THAT OWNER IS HEREBY GIVEN A LIEN ON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER, STORED IN OR ON THE SPACE OR AT THE FACILITY TO SECURE THE TIMELY PERFORMANCE OF THIS AGREEMENT BY OCCUPANT AND SECURE THE PAYMENT OF ALL RENTS, LABOR OR OTHER CHARGES, PRESENT OR FUTURE, INCURRED FOR STORING SAID PROPERTY, AND EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION, PURSUANT TO THE PENNSYLVANIA SELF-STORAGE FACILITY ACT, THE ACT OF DECEMBER 20, 1982, P.L. 1404, NO. 325, AS AMENDED. OCCUPANT REPRESENTS THAT THERE ARE NO LIENS AGAINST THE PERSONAL PROPERTY STORED OR TO BE STORED IN THE SPACE OR AT THE FACILITY, EXCEPT THE FOLLOWING:

OCCUPANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FI AND AGAINST ANY AND ALL AND ANY MANNER OF CLAIMS FOR DAMAGES OR LOSS TO PROPE OR PERSONAL INJURY OR DEATH, AND COSTS AND EXPENSES, INCLUDING ATTORNEY'S FI ARISING OUT OF, OR IN ANY WAY RELATING TO OCCUPANT'S USE OF THE SPACE OR THE FACI OR FROM ANY ACTIVITY, WORK, OR THINGS DONE, PERMITTED OR SUFFERED BY OCCUPANT IN ON THE SPACE OR IN OR ABOUT THE FACILITY.

(If None, write the word "None" in the above space.) (Occupant's Initials)

UNDER NO CIRCUMSTANCES SHALL OWNER BE CONSIDERED A "WAREHOUSEMAN THAT TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE. OCCUPANT ACKNOWLEDGES T OWNER HAS NO KNOWLEDGE OF THE NATURE, EXTENT OR VALUE OF THE PROPERTY STORE THE SPACE BY OCCUPANT, AND FURTHER ACKNOWLEDGES THAT NO INVENTORY OF S PROPERTY OR WAREHOUSE RECEIPT OF ANY KIND HAS BEEN FURNISHED TO OWNER OCCUPANT. IN ADDITION, THE OWNER IS NOT A BAILEE, AND THE OCCUPANT IS NOT A BAI UNDER PENNSYLVANIA LAW.

2.DESCRPTION OF SPACE. In consideration of the covenants, conditions, and agreements herein contained, and to be kept and performed by Occupant, Owner does hereby lease to Occupant and Occupant hereby leases from Owner the herein described property, hereinafter sometimes referred to as the "Space" or, if referring to the entire property, the "Facility", for the purpose of storing and/or removing of personal property.

OCCUPANT HEREBY EXPRESSLY AGREES THAT THE INSURANCE CARRIER OF INSURANCE ON ANY PROPERTY STORED OR OTHERWISE LOCATED IN THE SPACE SHALL NOT SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST THE OWNER, OWNER'S AGENTS EMPLOYEES.

3.TERMI. The lease shall commence on the date of execution of this Agreement and shall terminate thirty (30) days thereafter unless extended, renewed, or unless sooner terminated according to the provisions hereof. In the event the lease is extended or renewed, it is expressly understood and agreed that the covenants and terms of this Agreement shall remain in full force and effect.

OCCUPANT ACKNOWLEDGES THAT THE RENTAL CHARGED BY OWNER TO OCCUP FOR THE SPACE HAS BEEN ESTABLISHED IN CONSIDERATION OF ALL THE STATEMENTS FORTH IN THIS PARAGRAPH 8, AND IN CONSIDERATION OF THE FACT THAT OWNER IS MER RENTING SPACE TO OCCUPANT, FOR OCCUPANT'S SELF-SERVICE USE.

4.HOLDING OVER-NOTICE PRIOR TO MOVEOUT. Unless ten (10) days prior to the end of the initial term of this lease, or any extension or renewal of this Agreement, either of the parties gives the other party notice of his, her or its intention to terminate this lease at the end of the paid term, this lease shall be renewed for an additional period of one month, and from month to month thereafter, on the same terms and conditions herein specified, or as such may be modified pursuant to Paragraph 18 below. OCCUPANT AGREES TO GIVE TEN (10) DAYS WRITTEN NOTICE PRIOR TO MOVEOUT AND OCCUPANT AGREES THAT FAILURE TO GIVE SUCH NOTICE WILL ALLOW OWNER THE OPTION TO RETAIN THE DEPOSIT MADE UNDER PROVISIONS OF PARAGRAPH 7 BELOW IN THE FULL AMOUNT OF THE DEPOSIT IN ADDITION TO ANY OTHER DAMAGES AND CHARGES TO WHICH OWNER MAY BE ENTITLED. IN THE EVENT OCCUPANT MOVES OUT DURING ANY MONTHLY RENEWAL, HE OR SHE NEVERTHELESS SHALL BE LIABLE FOR THE REMAINDER OF THAT MONTH'S RENTAL PAYMENT, AND SHALL NOT BE ENTITLED TO A REFUND OF ANY PORTION OF THAT MONTH'S RENT.

OCCUPANT HAS SIGNED AN ADDENDUM TO THIS AGREEMENT, WHICH ACKNOWLED THAT PROCURING INSURANCE COVERAGE ON THE PROPERTY STORED IN THE SPACE OCCUPANT'S RESPONSIBILITY.

5.OWNER'S OPTION TO RENEW. Owner reserves the right not to extend or renew the lease for any cause whatsoever, or for no cause, and Occupant agrees to vacate the Space upon demand or upon failure to comply with or breach of any of the terms, conditions, or covenants of this Agreement.

Should any of Owner's employees perform any services for Occupant at Occupant's request, i employee shall be deemed the agent of Occupant, regardless of whether payment for such services is m and Occupant agrees to hold Owner harmless from all liability in connection with or ensuing from, direct indirectly, such services performed by employees of Owner.

6.USE AND COMPLIANCE WITH LAW. The Space shall not be used for any unlawful purpose and will be kept in good clean condition. No property shall be stored in the Space or at the Facility unless Occupant legally has the right to have that property in his possession. Occupant may from time to time during the duration of this Agreement place on or in the leased Space personal or commercial properties, but the Owner is under no duty to maintain any inventory or any other records of contents so placed. The storage of welding or flammable, chemical, odorous, explosive, or other inherently dangerous materials is strictly prohibited. Occupants shall not store any items which shall be in violation of any order or requirement imposed by the Department of Health, Department of Environmental Resources, the Pennsylvania State Police, the Township of Hempfield, or any other appropriate governmental body, or do any act or cause to be done any act which creates or may create a nuisance in or upon the Space or connected with the Facility during the term of this lease or any renewal or extension thereof. In Owner's sole discretion, access to the Facility may be conditioned in any manner deemed reasonably necessary by Owner.

Notwithstanding the fact that Owner shall not be liable for such occurrences, Occupant agree notify Owner immediately upon the occurrence of any injury, damage or loss suffered by occupant or c person in any of such circumstances.

7.DAMAGE, CLEANING, AND PERFORMANCE DEPOSIT. A property damage, cleaning, and performance deposit shall be paid by the Occupant to Owner in the amount set forth. The deposit, without interest, will be returned at the termination of this lease, provided Occupant has complied with all of his obligations herein, and subject to such deductions as are herein authorized. Occupant agrees to surrender the leased Space to Owner at the end of this lease in a clean, reasonable, and re-rentable condition, normal wear and tear excepted, and all costs and expenses incurred by Owner in restoring the Space to the same condition as when leased will be paid by Occupant as a deduction from the deposit. Any unpaid charges, damages or rent due to Owner shall likewise be deducted from the deposit. Should the total deductions herein authorized exceed the amount of the property damage, cleaning, and performance deposit, Occupant agrees to forthwith pay the amount of such excess.

9.SPECIAL CONDITIONS. There are no special conditions other than those listed here.

(If None, write the word "None" in the above space.)

Hempfield Mini-Storage Rules and Regulations provided to Occupant and made a part of this Agreement receipt of which is acknowledged by Occupant when Occupant executes this Agreement.

8.NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT. ALL PROPERTY STORED WITHIN OR ON THE SPACE BY OCCUPANT OR LOCATED AT THE FACILITY SHALL BE AT OCCUPANT'S SOLE RISK. OWNER CARRIES NO INSURANCE WHICH IN ANY WAY COVERS ANY LOSS WHATSOEVER THAT OCCUPANT MAY HAVE OR CLAIM BY RENTING THE STORAGE SPACE OR BEING ON OR ABOUT THE FACILITY AND, THEREFORE, OCCUPANT MUST OBTAIN ANY INSURANCE DESIRED AT HIS OR HER OWN EXPENSE. OWNER STRONGLY RECOMMENDS THAT OCCUPANT SECURE HIS OR HER OWN INSURANCE TO PROTECT HIMSELF OR HERSELF AND THE STORED PROPERTY AGAINST ALL PERILS OF WHATSOEVER NATURE. OWNER SHALL NOT BE LIABLE TO OCCUPANT OR OCCUPANT'S INVITEES, FAMILY, EMPLOYEES, AGENTS, OR SERVANTS FOR ANY

NOTICE TO OCCUPANT; DO NOT SIGN THE AGREEMENT BEFORE YOU READ IT FULLY, UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. KEEP A COPY OF I AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD, AND ACCEPTS ALL TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT, WHICH CONSISTS OF FRONT, BACK PAGES, AND OCCUPANT ALSO ACKNOWLEDGES TO HAVE RECEIVED A COMPLETE C/ THEREOF.

EXECUTED, WITH THE INTENT TO BE LEGALLY BOUND HEREBY, THE DATE SET FO

ABOVE. _____ HEMPFIELD MINI STORAGE
Occupant By _____
Occupant _____
Occupant _____

IMPORTANT - SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

OCCUPANT COPY

10. ALTERATIONS, SIGNS, AND WASTE. Occupant shall not make or suffer to be made any alterations of the space or Facility nor post any sign without express written consent of the Owner. Occupant shall not commit nor suffer to be committed any waste in or on the Space or at the Facility.

11. OWNER'S RIGHT TO ENTER, INSPECT, AND REPAIR. Upon the reasonable request of the Owner, the Occupant shall provide access to the Owner to enter the leased Space for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed services. In case of emergency, the Owner may enter the leased Space for any of the above stated purposes without any prior notice or consent from the Occupant, including the right to cut off and remove any lock placed thereon by Occupant, and Owner reserves the right to remove the contents of the leased Space to another space of the Facility. For the purposes of the paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

12. DEFAULT. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND IN THE PAYMENT OF EACH AND EVERY INSTALLMENT OF RENT AND CHARGES HEREIN COVENANTED TO BE PAID. If any rent or charge shall be due and unpaid, or if Occupant shall fail or refuse to perform any of the covenants, conditions, or terms of this Agreement for a period of thirty (30) days, then Occupant shall be conclusively deemed in default in the performance of this Agreement.

In case of default, at its option, and without prejudice to any other remedies, Owner may, in the alternative, or cumulatively: A. Terminate the rental Agreement; and/or B. Deny Occupant access to the leased Space or to the Facility (including the right to overlook any locks thereon or change any locks thereon); and/or C. Enter the leased Space and remove the personal property from the leased Space to another suitable storage area pending its sale or other disposition; and/or D. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS ATTACHED, IN ACCORDANCE WITH THE PROVISIONS OF THE PENNSYLVANIA SELF-SERVICE STORAGE FACILITY ACT WHICH PROVIDES THAT SAID PROPERTY SHALL BE ADVERTISED FOR SALE BY NEWSPAPER PUBLICATION AND SOLD AT PUBLIC SALE TO THE HIGHEST BIDDER AT THE SELF-STORAGE FACILITY OR AT A REASONABLY NEARBY SUITABLE PLACE WHERE THE PERSONAL PROPERTY IS HELD OR STORED.

13. PROPERTY NOT SOLD. If any property remains unsold after Owner has complied with all the requirements of the Pennsylvania Self-Storage Facility Act, Owner may then otherwise dispose of said property in any manner considered appropriate by the Owner including, but not limited to, destroying the personal property.

14. SALE OR REMOVAL OF PROPERTY OF OTHERS. IT IS DISTINCTLY UNDERSTOOD AND AGREED THAT PURSUANT TO THE ABOVE MENTIONED PENNSYLVANIA STATUTE, OWNER SHALL NOT BE LIABLE TO THE OCCUPANT OF THE SPACE, OR TO ANY THIRD PARTY, FOR THE REMOVAL OR SALE OF PERSONAL PROPERTY WHICH IS NOT THE PROPERTY OF THE OCCUPANT, OR UPON WHICH A PRIOR LIEN HAS ATTACHED, UNLESS PRIOR WRITTEN NOTICE SHALL HAVE BEEN GIVEN BY THE OCCUPANT TO THE OWNER THAT THE PROPERTY PLACED IN THE LEASED SPACE IS NOT THAT OF THE OCCUPANT. THE PRIOR WRITTEN NOTICE REQUIRED TO BE GIVEN TO OWNER BY THE OCCUPANT MUST INFORM OWNER IN REASONABLE DETAIL OF THE NATURE AND IDENTITY OF ANY PROPERTY PLACED IN THE LEASED SPACE WHICH IS NOT THE PROPERTY OF THE OCCUPANT, AND SAID NOTICE SHALL ALSO GIVE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE THIRD PARTY WHO IS THE OWNER OF THE PROPERTY. ANY SUCH PROPERTY SHALL BE PROPERLY LABELED AND SEGREGATED IN THE LEASED SPACE FROM THE PROPERTY OF THE OCCUPANT.

15. BREACH OF COVENANTS OR CONDITIONS. A breach of any of the covenants or conditions of this Agreement by the Occupant shall, at the option of the Owner, terminate this lease and at which time said lease shall become null and void.

16. BANKRUPTCY. Occupant covenants and agrees that if, at any time, Occupant is adjudged bankrupt or insolvent under the laws of the United States or any state thereof, or make a general assignment for the benefit of creditors, or if a receiver of Occupant's property in the leased premises is appointed and shall not be discharged within thirty (30) days of such appointment, then Owner may, at its option, declare this Agreement terminated and shall forthwith be entitled to immediate possession of the leased premises except that if any such proceedings are pursuant to the Bankruptcy Code, the Owner shall be entitled to all its rights and remedies accorded landlords, including without limitation those set forth in said Bankruptcy Code.

If this Agreement is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, and all monies or other considerations payable or otherwise to be delivered in connection with such assignment, shall be paid or delivered to Owner, shall be and remain the exclusive property of Owner, and shall not constitute property of Occupant or of the Estate of Occupant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Owner's property under the preceding sentence not paid or delivered to Owner shall be held in trust for the benefit of the Owner and be promptly paid or delivered to Owner. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under the Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Owner an instrument confirming such assignment.

17. WAIVER. No waiver by Owner, its agents, representatives, or employees of any breach or default in the performance of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition, or term hereof.

18. CHANGE OF TERMS-ESTABLISHMENT OF RULES. All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy, and charges are SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change or by giving Owner TEN (10) DAY PRIOR WRITTEN NOTICE of his or her intention to terminate. If the Occupant does not give such notice, the change shall become effective and apply to his or her occupancy. Specifically, Owner shall have the right to establish or change hours of operation and to promulgate rules and amendments, or additional rules and regulations for the safety, care and cleanliness of the Facility or the preservation of good order on the Facility. Occupant agrees to follow and abide by all of the Owner's rules now in effect or that may be put in effect from time to time in the future. Owner may promulgate rules governing access to the Facility or Space in any manner deemed reasonably necessary by owner to maintain order in the Facility. Such rules regarding access may include requiring verification of Occupant's identity and the requirement that Occupant sign in and sign out upon entering and leaving the Facility.

19. RECOVERY OF ATTORNEY'S FEE AND COSTS. In the event any action be instituted or proceedings taken to enforce any term, covenant, or condition herein contained or to recover rent or charge due or to recover possession of the Space or Facility for any default or breach of Agreement by Occupant, Occupant agrees to and shall pay Owner's reasonable attorney's fees, costs, and expenses in connection therewith.

20. INDEMNIFY AND HOLD HARMLESS. Occupant agrees to indemnify and hold harmless Owner from any and all costs, disbursements, expenses, including attorney's fees, damages, etc. actions, or causes of action arising directly or indirectly from this Agreement or any renewal, extension thereof.

21. SUBLICITING OR ASSIGNMENT. No subletting of the Space or any portion thereof assignment of this Agreement may be made by occupant without having written permission of Owner in advance.

22. CHANGE OF ADDRESS. IT SHALL BE THE DUTY OF THE OCCUPANT TO FURNISH OWNER NOTIFICATION IN WRITING (BY CERTIFIED MAIL, RETURN RECEIPT REQUEST) POSTAGE PREPAID, AT OWNER'S ADDRESS PROVIDED HEREIN OF ANY CHANGE OF ADDRESS OR PHONE NUMBER FOR THE OCCUPANT, OR OTHER PERSONS AUTHORIZED TO ENTER, OR THE EMERGENCY CONTACT LISTED ABOVE.

23. TRUTHFULNESS OF INFORMATION IN ADDITION TO OTHER WARRANTIES HEREAFTER MADE BY OCCUPANT. OCCUPANT HEREBY WARRANTS THAT ALL THE INFORMATION GIVEN BY HIM OR HER AND INCORPORATED IN THIS AGREEMENT IS TRUE, COMPLETE AND CORRECT AT THE TIME OF THE EXECUTION OF THIS AGREEMENT.

24. SEVERABILITY CLAUSE. If any part of this Agreement for any reason is declared invalid, it invalidly shall not affect the validity of any remaining portion which remaining portion shall remain in full force and effect as if the Agreement had been executed with the invalid portion therewith eliminated. It is hereby declared the intention of the parties that they would have executed remaining portion of this Agreement without including any such part, parts, or portions which for any reason, be hereafter declared invalid.

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

26. PENNSYLVANIA LAW TO APPLY. This Agreement and any and all action arising between parties shall be construed under and in accordance with the substantive laws of the Commonwealth of Pennsylvania.

27. EXCLUSION OF ALL WARRANTIES. The agents and employees of Owner are not authorized to make warranties about the Space, premises, and Facility referred to in this Agreement. Our agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall be relied upon by the Occupant, nor shall any of said statements be considered a part of Agreement. The entire agreement and understanding of the parties hereto is embodied in writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE DISCLAIMED AND ARE EXCLUDED from the 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 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.

28. ENTIRE AGREEMENT; AMENDMENTS. This Agreement, and any Addenda or modifications hereof or after the date hereof, constitute the sole and only agreement of the parties hereto and supersede any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless such terms are modified pursuant to the provisions of Paragraph 18 ab

29. HEADINGS. The headings of the various provisions of this Agreement have been included for the convenience of the parties and are not to be used in construing this Agreement or ascertaining the intentions of the parties.

30. RENT AND DEPOSIT; TRANSFER FEE. Rent shall be payable as follows: Rent is due payable the first day of the leasehold, i.e., on the date of this Agreement, and shall be payable the same day of each calendar month thereafter, in advance and without demand. If rental is paid within five (5) days after its due date during any month of the leasehold, Occupant agrees to (as additional rent) a LATE CHARGE OF \$10.00 for any such month when the rental is paid 5 or more days beyond the due date. Occupant agrees to pay a \$20.00 charge for each RETURNED CHECK (additional rent). PARTIAL PAYMENT OF RENT DOES NOT WAIVE OR VOID THE LEGAL EFFECT OF PRIOR NOTICES GIVEN TO OCCUPANT UNLESS EXPRESSLY AGREED TO IN WRIT BY OWNER. Owner reserves the right to refuse payment by check. All rental payments shall be made to Owner at the above address in Greensburg, Pennsylvania, or at such other place as is designated in writing from time to time by Owner. Any additional charges shall be payable concurrently with the rent payment or at the time the additional charge is levied. In the event of a seizure under Paragraph 12 hereof, it is understood and agreed that the liability of Occupant to rents, charges, costs, and expenses provided for in this rental Agreement shall not be relinquished, diminished or extinguished prior to payment in full or termination of this Agreement, which occurs first in time. It is further agreed that Occupant shall be personally liable for all rents, charges, costs, expenses to the date of termination of this Agreement, expenses incurred, or the sale or disposition of the property, attorney's fees, court costs, and any costs of repair. Owner shall have the unqualified right to demand that payment of any delinquent charges for rent or other cost expenses set forth above must be paid by cash, money order, or certified check. In the event of a sale or other disposition as provided for above, it is agreed that the date of such sale or disposition shall constitute the date of termination of this Agreement.

In the event that Occupant desires to transfer from one Space to another, a transfer fee of \$5.00 will be charged by Owner, and paid by Occupant for each such transfer of the Space.

CONCLUDED ON REVERSE SIDE