



Rules and Regulations

These Rules and Regulations (called “Rules”) are incorporated into and made a part of the Agreement between the Customer and the Owner. 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. Owner may change these Rules at any time by posting 30 days advance notice of the change on this website. Customers are encouraged to view this website often.

A. Prohibited Uses. Customer may only use the Cube for storing Customer’s personal property. Customer may NOT:

- Modify or alter the Cube
- Allow anyone else to use the Cube.
- Conduct a business or hobby, or manufacture, exhibit, or sell items from the Cube.
- Use the Cube for any illegal purposes.
- Store guns, ammunition, weapons and/or illegal drugs in the Cube. Marijuana is considered illegal even if it is legal in the state where the Store is located.
- Store or abandon hazardous materials in the Cube 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 Owner has expressly consented in writing to a higher value. Customer’s purchase of insurance from any provider in an amount greater than \$5,000 will not be considered Owner’s consent to the storage of Cube Contents in excess of \$5,000.
- Store animals, food or other perishable items in the Cube.
- Store items that, in Owner’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 Customer, Customer’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 Customer is in default and Owner finds any documents, film or electronic data in the Cube, Owner may, at Owner’s option, immediately destroy these items and charge Customer 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 Store.
- Bring pets to the Store or Cube other than trained service dogs.
- **Use any dumpsters or garbage depositories at the Store. Customer will be charged fees for violating this prohibition.**
- Cube 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 cube. Further, no Cube Contents shall be hung from and/or affixed to any sprinkler heads and/or other fire suppressions systems. Owner reserves the right to inspect Cubes for compliance with these

requirements.

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B. Cube Access.

- Unless otherwise consented to in writing by Owner (which consent may be withdrawn at any time), Customers may access their Cubes only during the Store's access hours, and Customers found at the Store during times other than the Store's access hours will be deemed to be trespassers.
- A Customer's Cube door must remain open at all times while the Customer is accessing their Cube.

C. Unsecured Cubes & Overlocks.

- Owner may place a new lock on any Cube that is not secured by a lock. Customer will pay for the costs of the new lock and any other costs incurred by Owner in connection with the new lock.
- If an unsecured Cube is vacant, or if there are only items that appear to be trash, Owner may dispose of the trash, at Customer's cost, and consider the Agreement terminated.
- If Rent is 30 days or more past due, Owner will remove Customer's lock from the Cube to prepare for the sale of the Cube Contents.

D. Store Gates, Driveways & Security.

- If there is a gate at the Store, Customers must follow all procedures to enter the gate. If no procedures are posted, then the following procedures apply:
 - Customer must pull up to and enter Customer's gate code into the key pad.
 - Customer 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 a gate code into the key pad to access the property. Customers are warned that when a gate code is entered into the key pad, 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 a gate code is entered into the key pad. Owner is not liable for this damage.
- Customers will be responsible to pay to Owner all costs incurred by Owner to repair any damage to the gate or fence due to Customer's or Customer's guests improper use or negligence.
- All driveways at the Store are for vehicular use only. Pedestrians are not permitted to walk through the driveways.
- Any security systems at the Store such as fences, gates, or video cameras are for Owner's protection only. Customer may not rely on these security systems to protect the Cube or the Cube Contents.

E. [Vehicle Storage](https://www.cubessmart.com/storage/vehicle-storage/) (https://www.cubessmart.com/storage/vehicle-storage/).

- If a motorized vehicle including, without limitation, a car, boat, motorcycle, snow mobile, or wave runner (called "Vehicle"), is stored in a Cube, the following requirements must be complied with:
 - The Vehicle must be stored over drip trays or cardboard to prevent fluids from leaking into the Cube. If fluids from the Vehicle leak into the Cube or Store, Customer will remediate the Cube or Store at Customer's expense

in accordance with applicable laws.



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self storage

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- The gas tank must be drained.
- If a Vehicle is stored in an outside parking lot at the Store, the following requirements must be complied with:
 - The Vehicle must be insured.
 - At Owner'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, Owner may relocate the Vehicle to different areas of the Store without notice.
 - The Vehicle must be in good, operational condition.
 - Only 1 Vehicle may be stored in a Space.
- If a Customer is in default of the Agreement, Owner may, without incurring any liability, have any Vehicle being stored by the Customer towed at the Customer's expense.

F. Special Equipment & Keys.

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

G. Law Enforcement Directives.

- Owner 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.

- Customers will not receive an invoice for the Monthly Rent unless Customers pay a monthly invoice fee in the amount determined by Owner.
- The Agreement does not include all fees, expenses, or charges that Customers may be required to pay under the Agreement, and Owner reserves the right to charge additional fees.
- Owner 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 Customer, 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 Cube is not controlled unless a Cube is designated as a "temperature controlled" Cube.