

**EMERGENCY POST-FLOODING NOTICE  
TO ALL TENANTS IN OUR SELF-STORAGE FACILITY**

The recent rains and flooding have caused many units in our storage facility to be inundated with floodwaters. The unit(s) that you lease were likely flooded. We regret for all our sakes that this flood occurred. It is something that none of us could have anticipated.

**Emergency and Health Hazard.** For the protection and preservation of your property and for public health reasons, it is imperative that you *immediately open and inspect your unit*, remove the water-soaked items and dry the items that can be dried so that they will not be ruined by the flood waters. In this regard, we have been informed that *mold can begin to grow on some types of wet items within 48 hours and can create serious health hazards and cause significant damage to personal property—and even buildings—if left wet for too long.*

**Rental agreement prohibits storage of wet items.** Paragraph 36(b)(4) of your TSSA Rental Agreement prohibits you from storing any items that are wet and which could mildew and obligates you to remove them immediately. To make matters worse, floodwaters sometimes are contaminated with raw sewage from flooded septic tanks or broken or backed-up sewer lines. *It is in your best interest to take immediate action.*

**Deadline for removing wet items from your unit.** If you do not check with us and verify that you have opened your unit and have removed and dried out any wet items, we as owners will have to enter under the emergency/health hazard provisions of your rental agreement no later than \_\_\_\_\_ o'clock \_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Dumpsters and landfill directions.** Because of the quantity of flooded and ruined items, it is impossible for us to provide dumpsters for your use in disposing of your ruined items. Please make arrangements for them to be hauled away. We can, however, provide you with written directions to the nearest public landfill for that purpose. We will be happy to fax or mail a copy of those directions to you. Just call our office.

**If we have to enter and remove your property.** If we have to enter and remove your property from your unit and place it outside under paragraph 18 of your TSSA Rental Agreement, we won't have the manpower to guard your property 24 hours a day. Under your rental agreement, we are not responsible for theft or disappearance of any of your property while it is drying out; nor do we have the manpower to place your property back in your unit after it is dry. Also any manpower costs or other expenses that we incur for your failure to promptly remove your property will be charged to you.

**Contact your insurance carrier.** We urge you to contact your insurance agent about any losses you incur as a result of the flooding. Your losses may or may not be covered by your homeowner's policy, depending on the language in your particular policy and the amount of your coverage. If you purchased self storage "contents insurance" on the items you have stored here, such insurance should offer you relief. Please be aware that our facility does not insure your contents and indeed cannot even purchase insurance on your contents under the law. As a reminder, the "Property Loss and Insurance" paragraph in your rental agreement (paragraph 20) reads, in part, as follows:

"LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE -- REGARDLESS OF WHO OWNS SUCH PROPERTY and regardless of whether THE loss or damage is CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE."

"Tenant agrees to purchase fire, theft, and casualty insurance on all of Tenant's property if its value exceeds \$1000. THE PURPOSE IS TO PROTECT TENANT, OTHER TENANTS, LESSOR AND OTHERS IN THE EVENT OF LOSS BY THEFT, DAMAGE, FIRE, FLOOD, EXPLOSION, NATURAL DISASTER, OR OTHER HARM CAUSED BY WEATHER, ACCIDENT, OR NEGLIGENCE OF SUCH PARTIES OR THEIR ANIMALS."

"TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE. Self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty, or other harm or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Tenant's space."

**Please check in with us.** Please check in with us when you open your unit since the unit door may need to remain open for a period of time for the interior structure of the unit to dry out. Please check in with us when you have finished drying out the contents of your unit and are ready to put them back into the unit. (Even though your property is dried out, the unit itself may not have dried out.) Again, we regret this unforeseen calamity, and we will try to work with you and all our other tenants to make the clean-up process as quick and easy as possible under the circumstances.

The Management

Lessor's name, address and phone number(s)  
for all payments and notices are below.  
Facility address is also shown if different than mailing address.