

Notice to Buyers

This is to inform the buyers prior to the sale that all bidders must register with Extra Space Storage and by doing so acknowledge these rules of the auction.

- 1. Extra Space Storage reserves the right to cancel any sale if the bids are, in the discretion of Extra Space Storage, unreasonable.
- 2. Buyer acknowledges that he or she is bidding on all items within the unit and all items must be removed and the unit must be cleaned. In the event that Buyer does not remove all items or does not leave the unit clean, Extra Space Storage may charge the Buyer its costs in removing such items and/or cleaning the unit.
- 3. When the Buyer has been awarded the unit he/she must pay cash upon conclusion of the auction for the unit in the amount of the bid plus any percent surcharge to the auctioneer and unless a valid reseller certificate if provided tax must also be paid on the amount of the bid. The surcharge percentage will be announced prior to the start of any auction. Extra Space shall furnish the Buyer with a cash receipt upon payment of the unit contents.
- 4. The Buyer must provide a \$100 security deposit and must remove all goods within a twenty-four hour period or the goods will become the property of Extra Space Storage, unless, the Buyer signs a lease agreement for said unit, and pays the current month's rent in full. Failure to remove all goods or sign a lease will result in Buyer forfeiting the security deposit and incurring a disposal fee. Buyer is responsible for securing the unit holding such property for the 24-hour period.
- 5. It is the Buyer's responsibility to immediately return all personal property, papers, photos, legal documents, tax returns, bank statements, yearbooks, etc. to Extra Space Storage for return to tenant in the future.
- 6. The Buyer acknowledges that in certain circumstances Extra Space Storage may contact the Buyer and request that certain items be purchased back in order to prevent any court action with said tenant, the Buyer also agrees to sell to Extra Space Storage such items for (a) the cost at which Buyer purchased such items plus (b) any reasonable actual costs incurred by Buyer in connection with such items.
- 7. Buyer agrees to make a written bid on all units viewed, even if such a bid is for zero amounts.
- 8. This agreement pertains to this and all future sales this Buyer attends at any Extra Space Storage facility.
- 9. Extra Space reserves the right to refuse entrance to any Buyer at future auctions due to failure to follow these rules or any other unacceptable behavior at the auction.
- 10. Bidders acknowledge that bid rigging and / or collusion is a felony and a violation of the Sherman Antitrust Act. All suspected instances will be reported to the U.S. Justice Department.
- 11. All bidders agree to hold harmless and indemnify Extra Space Storage, auctioneer, and auction company any and all claims.
- 12. Bidders must be at least 18 years old.
- 13. Photography and video recordings are not permitted on Extra Space Storage property without the written consent of Extra Space Management, Inc.
- 14. ESS reserves the right to limit registration for the auction, once registration is closed no further buyers will be permitted on the property.