



Customer Satisfaction and Dispute Resolution Program©

Program Overview

At Storage West, we want our customers to have the best possible self-storage experience. We are a regional storage company that understands you have many choices of where to store your property.

Being in the service business for more than 130 years has taught us that if a problem arises with a customer, it's best to solve it quickly and fairly. To do that, we have created the program described below.

What Disputes will this Program Resolve?

This Customer Satisfaction and Dispute Resolution Program (the "Program") is the sole and exclusive method for resolving any claim, controversy or dispute (collectively, "dispute") of any kind that you may have against Storage West or that Storage West has against you, except for any statutory lien sale (auction) or eviction proceedings by Storage West. The Program covers, but is not limited to, the following: any dispute regarding your Rental Agreement including the Preferred Lease Addendum, any product or service provided by Storage West, personal injury, property damage, negligence, breach of warranty or representation, statutory or common law duty, torts, vicarious liability and any other dispute that isn't specifically excluded.

How Does Dispute Resolution Work?

We use a step-by-step approach to try to resolve a dispute as quickly and easily as possible. At each step, you will have the opportunity to express your concerns, and hopefully we can come to a mutually acceptable resolution. If not, you may take the dispute to the next step, up to a final binding decision by a neutral arbitrator. At each step, both you and Storage West agree to make a reasonable good faith effort to try to resolve the dispute. The steps are:

Step 1: Talk with Your Local Managers

Step 2: Review by our Dispute Resolution Department

Step 3: Mediation

Step 4: Small Claims Court or Arbitration

Preferred Lease Claims

The procedure for handling any claim under our Preferred Lease is contained in the Preferred Lease Addendum to your Rental Agreement. If you are not satisfied with the handling of a Preferred Lease claim, you can skip Step 1 below and go directly to Step 2.

Step 1: Talk with Your Local Managers

Most disputes can be resolved by talking with your Storage West Facility Manager. You can communicate with your Facility Manager in person, or by telephone, email, or US Mail. If you and the Facility Manager cannot solve the problem, you may contact the local District Manager directly. Ask the Facility Manager for the District Manager's contact information, or call the Storage West Dispute Resolution Helpline (see Contacts, p. 6) and we'll put you in touch. The District Manager will listen to your concerns and try to find a way to resolve the dispute that will satisfy you.

If you don't get a response from the Facility Manager or the District Manager within 10 days, please call the Storage West Dispute Resolution Helpline (see Contacts, p. 6).

Step 2: Review by our Dispute Resolution Department

Any disputed Preferred Lease claim, and any other dispute that isn't resolved to your satisfaction by the Facility Manager or District Manager will be reviewed by our headquarters management team at your request.

You must submit a written description (by US Mail, email, or fax) of the dispute to Storage West Dispute Resolution (see Contacts, p. 6) within 60 days of the date you first contacted your Facility Manager about the dispute. Include your full name, address, the best way to reach you, identify the Storage West facility and your storage unit number. A member of our management team will contact you within 10 days of our receipt of your request. If no one contacts you, please call our Helpline (see Contacts, p. 6) and ask for the Director of Field Operations.

Step 3: Mediation

If the dispute still has not been settled to your satisfaction, you may take it to mediation. In mediation, a neutral mediator helps the parties reach a negotiated resolution. The mediator does not decide the outcome of the dispute and does not represent either party, but acts as an intermediary and facilitator.

To request mediation, send written notice to Storage West (see Contacts, p. 6) and select either the Judicial Arbitration and Mediation Services (JAMS) or the American Arbitration Association (AAA) as the

mediation provider. Storage West will arrange for the mediation to take place at a mutually acceptable time. You and a Storage West representative will participate in the mediation in person or by telephone. Storage West will pay the mediator's fees and costs.

Step 4: Small Claims Court or Arbitration

If the dispute isn't settled by Steps 1, 2 or 3, it will be resolved either in small claims court, or before a neutral arbitrator. The choice is yours. To the extent permitted by law, either party must file a small claim or request for arbitration within one year from the date the dispute arose, or it will be deemed waived and barred for all purposes.

Small Claims. Either party may file an action in small claims court in the judicial district where your property is stored with us. If you choose to file an action in small claims court, it will be resolved there. If Storage West files an action in small claims court, you may choose whether to have the dispute resolved there, or have it resolved by a neutral arbitrator (see Arbitration, below).

If you choose small claims court, in California and Texas, you may generally file a small claim for damages up to \$10,000. In Nevada the limit is \$7,500; in Arizona it is \$2,500.

Since your Rental Agreement allows you to store items in the storage unit for a total value not to exceed \$5,000, small claims may be the best way to resolve many disputes involving loss or damage of your stored items. If you store with us in Arizona and you win your small claim against us and you are awarded the maximum allowed damages of \$2,500 but your actual damages are more than that amount, we will pay you the amount of your actual damages, up to \$5,000 total.

Arbitration. If either party chooses to resolve the dispute through arbitration, neither you nor us will have the right to file a lawsuit or have a jury trial. In arbitration, each side has the opportunity to present its case to a neutral arbitrator (a lawyer or retired judge) who decides the dispute by applying the law to the facts. Each party has the right to be represented by an attorney in arbitration.

Arbitration procedures are generally simpler than the rules of court, and discovery (the procedure for obtaining evidence from the opposing party) is limited. Other rights you or Storage West would have in court may also not be available in arbitration. Arbitration decisions are as enforceable as any court judgment and are subject to very limited review by a court. The arbitrator's decision will be final and binding on you and Storage West, except as provided below.

Requesting Arbitration. The party requesting arbitration shall send written notice to that effect to the other party. The party requesting arbitration will select either the Judicial Arbitration and Mediation

Services (JAMS) or the American Arbitration Association (AAA) as the arbitration provider. If Storage West chooses the arbitration provider, you may cancel our choice and select the other provider by giving us written notice within 30 days after we give you notice of our selection. Disputes may also be referred to another arbitration organization if you and we agree in writing, or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 5 U.S.C. § 1 et. seq.

Governing Law. You acknowledge that Storage West's business involves interstate commerce and you agree that arbitration under this Program is governed by the Federal Arbitration Act and not any different or inconsistent state or local law, ordinance or judicial rule.

No Class Actions. Neither you nor Storage West will have the right to make any class action claims in arbitration. You cannot represent other persons (such as self-storage customers) who have similar claims against Storage West. You cannot be a member of a class represented by someone else. You cannot bring any private attorney general action on behalf of the public against Storage West. These same restrictions apply to Storage West.

Violation. If either party files a lawsuit in violation of this procedure, the other party will have the right to have the lawsuit removed from the court and submitted to arbitration at any time before the trial begins. The only exception is that Storage West will not choose to arbitrate any dispute that you file in small claims court, so long as your small claim is individual and pending only in the small claims court.

Arbitration Rules. Disputes will be resolved under the provisions of this Step 4 and either the AAA's Supplementary Procedures for Consumer-Related Disputes, or JAMS' Streamlined Arbitration Rules and Procedures in effect when the request for arbitration is filed. If those rules conflict with this document, this document will control. If you wish to review those arbitration rules, they can be found on the Internet. Please see the Contacts section on p. 6 to contact AAA or JAMS directly. Links to the AAA and JAMS rules can also be found on our website storagewest.com. You can also call us at (213) 622-1254 to request copies of the rules be mailed to you.

The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or rules of evidence relating to evidence or discovery. The arbitrator may award any relief available in court, except as otherwise specifically provided herein. The arbitration will be confidential, but you may notify your attorney and any government authority. At a party's request, the arbitrator will provide a brief written explanation of the award.

Authority. The arbitrator's authority is limited to disputes between you and us alone. Disputes may not be joined or consolidated unless you and we agree in writing. An arbitration award and any court judgment confirming it will apply only to that specific case and cannot be used in any other case except to enforce the arbitration award.

Hearing. The arbitration hearing will take place in the federal judicial district where you have stored with us. If the dispute is for \$10,000 or less, you may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted by you and Storage West, or (b) by a telephonic hearing, or (c) by an in-person hearing.

Post-Arbitration Review. The arbitrator's award will be final and binding, except, however, either party will have 30 days to give written notice objecting to all or part of the award. The provider will appoint a three-arbitrator panel to decide anew any part of the original arbitrator's decision that you or Storage West objected to, by majority vote based on written submissions of the parties.

Arbitration Fees and Costs. You will be responsible for paying your share of the arbitration fees (including filing, administrative, hearing and other fees), but only up to the amount of the filing fees you would have paid if you had filed a lawsuit in your state court of general jurisdiction. Storage West will pay any additional arbitration fees and costs. At your written request, we will consider in good faith making a temporary advance of your share of the arbitration fees, or paying the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Amounts You Can Receive. If the arbitrator awards you an amount greater than any final offer we made before the arbitration, the arbitrator's award will include: (1) any money you are entitled to, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees you incurred.

Your Right to Opt Out

You may opt out of Step 4 arbitration of future disputes by sending a written rejection notice by certified mail to the Storage West Dispute Resolution Department (see Contacts, page 6). Your rejection notice must be mailed within 30 days of the date of your Rental Agreement. Your notice must state that you reject the arbitration provision and include your name, address, the Storage West facility where you store with us, your storage unit number and your personal signature. No one else may sign the notice for you. If your rejection notice meets these requirements, the above arbitration provision and any other arbitration provisions between you and Storage West will not apply to you going forward from the date postmarked on your notice, but will continue to apply to any disputes arising prior to that date. Rejection of this

arbitration provision will not affect your other rights or responsibilities under the Rental Agreement or affect your ability to store your property with us, or any other benefit, product or service we provide.

Contacts

Storage West Dispute Resolution Dept. 500 S. Grand Ave., Suite 1300 Los Angeles, CA 90071	Helpline (213) 260-9998 Fax (213) 627-8649 swdisputes@storagewest.net
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JAMS Judicial Arbitration and Mediation Services	(800) 352 - 5267 jamsadr.com
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AAA American Arbitration Association	(800) 778- 7879 adr.org
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Legal Effect

This Program is incorporated by reference in the "Disputes" paragraph of your Rental Agreement and is a legally binding modification to your Rental Agreement. If you do not wish to be bound by these terms, including any future changes to the Program, you may opt out as provided above, or you can terminate your Rental Agreement at any time by giving notice to your facility manager and vacating the storage unit. If you do not opt out or terminate your Rental Agreement and vacate the storage unit, you will be deemed to have irrevocably accepted these terms and consent to arbitration as provided above. Opting out of arbitration or terminating your Rental Agreement will not affect disputes that arose before you opted out or terminated.

Interpretation

This Program document contains all of the understandings between you and Storage West regarding the subject matter hereof and can only be changed by 10 days written notice from Storage West to you. In the event of any conflict between this Program and any other part of your Rental Agreement or other agreement you have with Storage West, this Program document will control. The terms of this document will be interpreted in such a way as to render them valid whenever possible. The terms of this document will not be strictly construed against Storage West, and if any part of it is held to be unenforceable or invalid, the remainder will continue in full force and effect. Paragraph headings herein are for convenience only.