

RIDER "D"
ADDENDUM FOR TEMPERATURE CONTROL

This addendum assumes if the storage space is temperature controlled as indicated on page 3 of the rental agreement.

TEMPERATURE CONTROL: Massachusetts law does not define the term "temperature controlled." This provision defines the responsibilities of Operator for providing temperature control to the space. If the space leased under this rental agreement is a temperature controlled space, only if indicated at the top of this rental agreement then Operator provides heating and air conditioning to the building containing the space. It is agreed that Operator shall use all reasonable efforts to maintain a temperature in the building containing the space by heating to no less than _____ degrees (_____°) Fahrenheit and by cooling the space to no more than _____ degrees (_____°) Fahrenheit. Occupant recognizes that under certain circumstances including, but not exclusively, mechanical failure, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, and fire, that the temperature may deviate from the desired temperature and Occupant understands that heating systems and their power sources are not redundant. Further, the temperature in the building containing the space may vary from the temperature of the space. Occupant agrees to release Operator from any and all liability arising from any such failure of the heating and air condition systems which occur as a result of a failure outside of Operator's direct control.

"Operator"

"Occupant"

Its: Authorized Agent