

CENTRAL IOWA SELF STORAGE, LLC
Self Storage Rental Agreement

First Name: _____ Last Name: _____

Business / Company Name: _____

Address: _____

City: _____ State: _____ Postal Code: _____

Phone: Home/Work: _____ Cell: _____

Check Preferred Phone: _____ Home/Work _____ Cell

Email: _____

Military Servicemember or Reservist? YES: _____ NO: _____

If YES, Dates of Active Service: _____

(hereafter "OCCUPANT") and Central Iowa Self Storage, LLC (hereafter "OWNER"). OWNER's address is:
1673 NE 70th Ave.
Ankeny, IA 50021
(515) 289-0907
centraliowaselfstorage@gmail.com

1. **DESCRIPTION OF SPACE:** OWNER hereby rents to OCCUPANT the following space located in Saylor Township, Polk County, Iowa (hereinafter called the "Unit," whether singular or plural, indoor or outdoor parking). "Facility" means OWNER'S entire property.

UNIT # _____, SIZE _____

2. TERM and PAYMENT:

(a) **Term.** Rental shall commence on _____ and shall terminate on _____.

(b) **Rental Payment.** OCCUPANT agrees to pay to OWNER upon execution of this Agreement annual rent in one lump sum in the amount of _____.

Rent for any partial month at the beginning of the term shall be prorated. All sums shall be paid to OWNER at: Central Iowa Self Storage, LLC, 1673 NE 70th Avenue, Ankeny, IA 50021 or at such other place as OWNER may from time to time direct. Rental payment and term may be adjusted by the parties for subsequent terms as agreed upon by the parties. OCCUPANT's continued occupancy of Unit and/or payment of rent is definitive agreement by OCCUPANT to said extension of the term and/or adjusted rent. Written modification of this Agreement is not required. Any discounts offered by OWNER for free months' rent shall be applied to the end of the lease term and not prorated in the event of a shortened lease term, which OWNER may in its sole discretion grant.

(c) **Late Payment & Returned Checks:** If at any time OCCUPANT's rental payment is late, OCCUPANT will immediately and without warning be denied access to the facility. In addition, a LATE FEE will be assessed against OCCUPANT in accordance with the following fee schedule:

<u>Payment is late by:</u>	<u>Late fee per month:</u>
5-9 days	\$ 5. ⁰⁰
10-14 days	\$ 15. ⁰⁰
16-30 days	Greater of \$20. ⁰⁰ or 20% of monthly rental amount

Late payments may be made in cash, cashier's check, or by credit card. Personal checks will not be accepted to make payments on accounts with past due balances. OWNER will notify OCCUPANT of any increase in late fees prior to their effective date by sending a notice via United States mail, first-class postage prepaid, addressed to OCCUPANT at the address provided in accordance with Section 13 hereof. OCCUPANT agrees to pay a Thirty Dollar (\$30.00) charge for each returned check. OCCUPANT shall be considered in default for nonpayment if a check is returned, and the late payment fees will be assessed.

Initials: OCCUPANT _____

(d) **Security Deposit:** OCCUPANT shall pay a security deposit to OWNER in the amount of \$ 0.00 upon execution of this Rental Agreement.

(e) **Renewal of the Rental Agreement:** OCCUPANT may apply for a renewal of this Rental Agreement by contacting OWNER in writing no later than thirty (30) days prior to the termination date. OWNER reserves the right to refuse renewal of the Rental Agreement for any reason whatsoever including but not limited to, OCCUPANT'S breach of any covenants, terms, or conditions herein.

3. **INSPECTION:** OCCUPANT hereby confirms that he/she has inspected the Unit and acknowledges that the Unit is in good and acceptable condition.

4. **LOCKS:** OCCUPANT shall supply his/her own Unit locks at OCCUPANT's cost.

5. **DAMAGE, CLEANING, PROPERTY PERFORMANCE DEPOSIT:** OCCUPANT's security deposit, if any, will be returned, without interest, at the termination of this Rental Agreement, provided that OCCUPANT has complied with all of his/her obligations hereunder, and subject to such deductions as are herein authorized. OCCUPANT agrees to give thirty (30) days written notice prior to vacating the Unit and agrees to surrender the Unit to OWNER at the end of this Rental Agreement in a clean, reasonable and re-rentable condition. Costs and expenses incurred by OWNER in restoring the Unit or the Facility to the same condition as when rented will be paid by OCCUPANT as a deduction from the security deposit. Any unpaid charges, damages, or rent due to OWNER shall likewise be deducted from the security deposit. Should the total deductions herein authorized exceed the amount of the security deposit, OCCUPANT agrees to pay OWNER upon demand the amount of such excess.

6. **USE OF UNIT; COMPLIANCE WITH LAW:** OCCUPANT agrees that the Unit is to be used exclusively for the storage of property; however, the storage or use of flammable, explosive or other dangerous, noxious or illegal substances is expressly prohibited, including but not limited to gasoline. OCCUPANT shall comply with all applicable laws, codes and ordinances in connection with the use and occupancy of the Unit. The Unit shall not be used for residential purposes, nor is it a warehouse as defined in Chapter 554 of the Iowa Code. The Unit shall not be used actively in pursuit of any trade or business. No storage or parking of vehicles adjacent to the Unit or at the Facility shall be allowed, except for a reasonable period of time required for loading or unloading. The "Iowa Self-Service Storage Facility Lien Act" 578A Code of Iowa shall govern this Rental Agreement (*see page 5*), as amended from time to time.

7. **NON-LIABILITY OF OWNER; INSURANCE OBLIGATION OF OCCUPANT:** OWNER HAS NO OBLIGATION TO CARRY INSURANCE that in any way covers any loss whatsoever that OCCUPANT may have or claim by renting the Unit or being on or about the Facility; and therefore OCCUPANT must obtain any insurance desired at OCCUPANT's expense. OCCUPANT hereby waives any right to subrogation against OWNER or OWNER's insurance carriers. OWNER strongly recommends that OCCUPANT secure his/her own insurance to protect OCCUPANT and his/her property against all perils of whatever nature. OWNER shall not be liable for personal injuries or property damage, or loss from theft, vandalism, rodents, fire, water, tornado, rain, explosion, or any other causes whatsoever. OCCUPANT

hereby agrees to indemnify and hold harmless OWNER from and against any and all claims for damages to property or personal injury and all costs (including OWNER'S reasonable attorney fees) arising from OCCUPANT'S use of the Unit or Facilities, or from any activity, work, or thing done, permitted or suffered by OCCUPANT in or about the Unit or Facility. While OWNER provides a security gate and camera, OCCUPANT acknowledges and accepts that both may malfunction from time to time and camera footage quality is highly dependent upon weather and other factors outside of OWNER's control. OWNER will attempt to obtain repairs in a reasonable manner, however nothing herein shall be construed to shift liability to OWNER for any damage or loss occurring to OCCUPANT'S injury or damage.

Initials: OCCUPANT _____

8. OWNER'S RIGHT TO ENTER, INSPECT, AND REPAIR: Without notice to or consent from OCCUPANT, OWNER may enter the Unit for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed services. OWNER reserves the right to remove and relocate the contents of the Unit to another space.

9. LIEN: OWNER shall have a lien on all personal property stored at the Unit for rent, labor or other expenses in relation to the personal property and the expenses necessary for its preservation or expenses reasonably incurred in the sale or disposition of the personal property. This lien attaches as of the date the personal property is brought to the Facility. In addition to all other remedies available at law or in equity, OWNER may enforce its lien by selling or otherwise disposing of the personal property subject to the lien.

10. DEFAULT: If OCCUPANT fails or refuses to perform any of the covenants, conditions, or terms of this Rental Agreement, OCCUPANT shall be conclusively deemed to be in default, in which case OWNER at OWNER's option, and without prejudice to any other remedies, may deny OCCUPANT access to the Unit until such time as the default is cured and:

A. If not cured by the thirtieth (30th) day after the date of default, OWNER shall have the right to remove OCCUPANT's lock and terminate the Rental Agreement; and

B. Seize and sell the property against which a lien has attached under the relevant Iowa law in effect at the time. (See attached copy of "IOWA SELF-SERVICE STORAGE FACILITY LIEN ACT" which contains notice provision, provisions relative to the manner of sale, and provisions relative to the period and method of redemption and which may be amended from time to time.)

11. CHANGE OF TERMS: All terms of this Rental Agreement, including, but not limited to, those relating to rental, conditions of occupancy, and charges are subject to change upon thirty (30) days prior written notice to OCCUPANT. If changed, OCCUPANT may terminate this Rental Agreement on the effective date of the change by giving OWNER ten (10) days prior written notice to terminate. If OCCUPANT does not give such notice, the change shall become immediately effective without further notice or action by the parties.

12. NOTICES: The last known address of OCCUPANT is shown hereon, and as provided for in Chapter 578A of the Code of Iowa, as may be amended from time to time.

13. CHANGE OF ADDRESS: It shall be the duty of OCCUPANT to furnish OWNER notification, in writing, at OWNER'S address provided herein, any change of address or phone number.

14. ENTIRE AGREEMENT CLAUSE: This Rental Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or agreements, whether oral or written, between the parties respecting the within subject matter. Except as provided in Sections 2(b) and 11 above, no amendment or alteration of the terms hereof shall be binding unless the same be in writing, is dated subsequent to the date hereof, and is duly executed by the parties hereto.

15. RULES FOR USE OF THE FACILITY: In addition to the terms provided herein, additional rules governing the Facility and the Unit shall be provided to the OCCUPANT at the time of the signing of this Rental Agreement (*see Attachment A*) and incorporated herein. OCCUPANT agrees that it may be necessary, from time to time, for OWNER to amend or supplement the rules and regulations governing the use of the Facility and Units. OWNER will notify OCCUPANT by United States Mail, first-class postage prepaid, addressed to OCCUPANT, of any such rules and

regulations prior to their effective date. OCCUPANT shall comply with all such rules and regulations, including those that OWNER sets forth after the commencement of this Agreement. OCCUPANT's failure to comply with the rules and regulations shall result in the immediate termination of this Rental Agreement.

16. OCCUPANTS INJURY TO PROPERTY RIGHTS OF OWNER: In the event of damage caused by negligence or fault of OCCUPANT or his/her agent(s), OCCUPANT agrees to reimburse OWNER promptly for the amount of any loss. OCCUPANT also specifically agrees to pay for any and all repairs necessitated by him/her or any rubbish, obstacles, and/or nuisance.

17. NO ALTERATIONS TO FACILITY OR SIGNS: No alteration of OWNER'S property or fixtures shall be made by OCCUPANT. No holes shall be drilled in the walls or floors and no unauthorized electrical usage will be allowed. No signs shall be placed by OCCUPANT on the Unit or the Facility.

NOTICE TO OCCUPANT:

DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. YOU ARE ENTITLED TO A COPY OF THIS SIGNED RENTAL AGREEMENT. KEEP THIS RENTAL AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. THE RIGHTS OF OWNERS AND OCCUPANTS OF SELF-STORAGE FACILITIES ARE THOROUGHLY DEFINED IN IOWA CODE CHAPTER 578A (2022), KNOWN AS THE "IOWA SELF-SERVICE STORAGE FACILITY LIEN ACT," AS MAY FROM TIME TO TIME CHANGE. A COPY OF THE CURRENT CODE IS ATTACHED HERETO (See pages 6-8).

Occupant's signature below indicates Occupant has read this Rental Agreement and fully understands the covenants and conditions contained herein.

This Rental Agreement is a binding contract. It has been signed and executed in Polk Co., Iowa on the date indicated below.

OCCUPANT:

OWNER: Central Iowa Self Storage, LLC

Signature: _____

Print Name: _____

Date: _____

Date: _____

ATTACHMENT A
RULES GOVERNING THE USE OF THE SELF STORAGE FACILITY

1. **ACCESS CODE:** All persons who will have access to your Unit must provide us with a copy of their drivers' license or state-issued identification card. Please list the persons (other than yourself) with whom you will share your access code.

Code (4 digits): _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

2. **LOCKS:** You must provide your own lock. We have locks available in our office for purchase, or you may use your own.

3. **CLOSING AND SECURING YOUR UNIT:** The security system is designed to remind you when your unit has been left open, please read the exit message for any warnings. Please do not drive out of the Facility without entering your Gate Code (setting the alarm on your Unit).

4. **STORAGE OF MOTOR VEHICLES:** OCCUPANT is responsible for preventing fluid leakage from motor vehicles, and cleaning up any fluid spills. You are encouraged to place a barrier under your vehicle to prevent spills.

5. **OUTDOOR STORAGE:** Items in outdoor storage, including but not limited to: campers, boats, trucks, cars, and trailers must be registered with the OWNER, and must be in operable working condition. It is OCCUPANT's responsibility to update registration with OWNER if a different item is stored outdoors. Unregistered items or those parked without permission may be towed at OCCUPANT's expense.

Year _____ Make _____ Model _____ License Plate _____

5. **SNOW REMOVAL:** You are responsible for clearing the snow in front of your unit (or around your outside-stored item) to gain access to your Unit.

6. **FASTENING ITEMS TO UNIT WALLS/CEILING:** No items shall be fastened to the wall or ceiling of a unit without prior consent of OWNER.

7. **SUSPICIOUS ACTIVITY:** Report any suspicious activity to the police.
 The address of this facility is: 1673 NE 70th Ave., Saylor Township, Polk County, Iowa.

I agree to abide by these rules, as amended from time to time by Central Iowa Self Storage, LLC.

Signature: _____

Name: _____

Date: _____

CHAPTER 578A
SELF-SERVICE STORAGE FACILITY LIEN

578A.1 Short title.

This Act shall be known as the “Self-Service Storage Facilities Act”.

2019 Acts, ch 50, §1 Former §578A.1 repealed by 2019 Acts, ch 50, §18 578A.

578A.2 Definitions.

As used in this chapter, unless the context clearly requires otherwise:

1. “Commercially reasonable sale” means a sale that is conducted at the self-service storage facility, at the nearest suitable place to where the personal property is held or stored, or on a publicly accessible internet site that conducts sales or auctions.
2. “Default” means the failure by the occupant to perform on time any obligation or duty set forth in a rental agreement or this chapter.
3. “Emergency” means any sudden, unexpected occurrence or circumstance at or near a self-service storage facility that requires immediate action to avoid injury to persons or property at or near the self-service storage facility, including a fire.
4. “Last-known address” means the postal address or electronic mail address provided by an occupant in a rental agreement or the postal address or electronic mail address provided by the occupant in a subsequent written notice of a change of address.
5. “Late fee” means any fee or charge assessed for an occupant’s failure to pay rent when due. “Late fee” does not include interest on a debt, reasonable expenses incurred in the collection of unpaid rent, or costs associated with the enforcement of any other remedy provided by law or contract.
6. “Leased space” means individual storage space at a self-service storage facility which is rented to an occupant pursuant to a rental agreement.
7. “Occupant” means a person entitled to the use of leased space at a self-service storage facility under a rental agreement or the person’s successors or assigns.
8. “Operator” means the owner, operator, lessor, or sublessor of a self-service storage facility or an agent or any other person authorized to manage the facility. “Operator” does not include a warehouse worker if the warehouse worker issues a warehouse receipt, bill of lading, or other document of title for the personal property stored.
9. “Personal property” means movable property not affixed to land, including goods, wares, merchandise, motor vehicles, watercraft, household items, and furnishings.
10. “Property that has no commercial value” means property offered for sale in a commercially reasonable sale that receives no bid or offer.
11. “Rental agreement” means an agreement or lease, written or oral, that establishes or modifies the terms, conditions, or rules concerning the use and occupancy of leased space at a self-service storage

facility.

12. “Self-service storage facility” means real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing personal property. If an operator issues a warehouse receipt, bill of lading, or other document of title for the personal property stored, the operator and occupant are subject to chapter 554, article 7, and this chapter does not apply.

13. “Verified mail” means any method of mailing offered by the United States postal service or private delivery service that provides evidence of the mailing.

2019 Acts, ch 50, §2

Former §578A.2 repealed by 2019 Acts, ch 50, §18

578A.3 Facility not residence.

1. An operator shall not knowingly permit a leased space at a self-service storage facility to be used for residential purposes.

2. An occupant shall not use a leased space for residential purposes.

2019 Acts, ch 50, §3

Former §578A.3 repealed by 2019 Acts, ch 50, §18

578A.4 Notice and consent for inspection and repair.

Unless otherwise provided in a rental agreement, an occupant, upon reasonable request from the operator, shall allow the operator to enter a leased space for the purpose of inspection or repair. If an emergency occurs, an operator may enter a leased space for inspection or repair without notice to or consent from the occupant.

2019 Acts, ch 50, §4

Former §578A.4 repealed by 2019 Acts, ch 50, §18

578A.5 Lien — late fee — electronic communication permitted.

1. The operator of a self-service storage facility and the operator’s heirs, executors, administrators, successors, and assigns shall have a lien upon all of an occupant’s personal property located at the self-service storage facility for delinquent rent, late fees, labor, or other charges incurred pursuant to a rental agreement and for expenses incurred for preservation, sale, or disposition of the personal property. The lien established by this subsection shall have priority over all other liens and security interests except for those perfected prior to the time the personal property is brought to the self-service storage facility.

2. The lien described in subsection 1 attaches on the date on which personal property is brought to the self-service storage facility.

3. If the rental agreement specifies a limit on the value of personal property that the occupant may store in the leased space, such limit shall be deemed to be the maximum value of the personal property in the

occupant's leased space.

4. A rental agreement under this chapter may provide for a reasonable late fee for failure of the occupant to timely make payments for the leased space when due. A monthly late fee of twenty dollars or twenty percent of the monthly rental amount, whichever is greater, shall be reasonable and is not a penalty.

5. The operator and occupant may agree to use electronic mail to satisfy all notice requirements under this chapter. The parties, if consenting to use electronic mail for notice, must consent to use electronic mail for all notices. If the parties agree, the rental agreement shall contain a section outlining the rights and duties for each party regarding the use of electronic mail.

2019 Acts, ch 50, §5 Referred to in §578A.7

Former §578A.5 repealed by 2019 Acts, ch 50, §18

578A.6 Right to deny access due to default.

If the occupant is in default, the operator shall have the right to deny the occupant access to the leased space at the self-service storage facility if such right is set forth in the rental agreement.

2019 Acts, ch 50, §6

Former §578A.6 repealed by 2019 Acts, ch 50, §18

578A.7 Enforcement of lien.

1. If an occupant is in default for a period of at least thirty days, the operator may enforce the lien granted in section 578A.5 by selling the occupant's personal property. Sale of the occupant's personal property may be by public or private proceedings. Such personal property may be sold as a unit or in parcels, by way of one or more contracts, at any time or place, and on any terms as long as the sale is commercially reasonable. The operator may otherwise dispose of any property that has no commercial value.

2. Before conducting a sale under this section, the operator shall do all of the following:

a. Send notice of default to the occupant by hand mail, verified mail, or electronic mail pursuant to subsection 7. The notice of default shall include all of the following:

(1) A statement of the operator's claim showing that the amount due at the time of the notice and the date when the amount became due.

(2) A brief and general description of the personal property subject to the lien. The description shall be reasonably adequate to permit the occupant to identify the property, except that any container including a trunk, valise, or box that is locked, fastened, sealed, or tied in a manner which deters immediate access to the container's contents shall be described as such and shall omit a description of the contents.

(3) A demand for payment of the charges due within a specified time, which shall not be less than fourteen days after the date of the notice.

(4) A statement that unless the claim is paid

within the time stated, the contents of the occupant's leased space will be sold or otherwise disposed of after a specified time.

(5) The name, street address, and telephone number of the operator or a designated agent whom the occupant may contact to respond to the notice.

b. Notify all persons who claim a security interest in the personal property of whom the operator has actual knowledge. An operator shall conduct a search to determine whether there is a security interest in property subject to sale if the property is registered under chapter 321 or 462A. At least seven days before the sale, the operator shall also advertise the time, place, and terms of the sale in a commercially reasonable manner. The manner of advertisement is deemed commercially reasonable if it is likely to attract at least three independent bidders to attend or view the sale in person or online at the time and place advertised. The operator may buy the occupant's personal property at any public sale held pursuant to this section.

3. If the personal property subject to the operator's lien is a vehicle, watercraft, or trailer, and rent or other charges remain due and unpaid for thirty days, the operator may have the vehicle, watercraft, or trailer towed from the self-service storage facility. The operator shall not be liable for any damages to the vehicle, watercraft, or trailer once the towor takes possession of the property. Removal of any vehicle, watercraft, or trailer from the self-service storage facility shall not release the operator's lien.

4. At any time before a sale is held under this section or before a vehicle, watercraft, or trailer is towed under this section, the occupant may pay the amount necessary to satisfy the lien and redeem the occupant's personal property.

5. In the event of a sale under this section, the operator may satisfy the lien from the proceeds of the sale, but shall hold the balance, if any, for a period of ninety days for delivery on demand to the occupant. If the occupant does not claim the balance within ninety days, the balance shall be paid to the county treasurer in the county where the self-service storage facility is located. The county treasurer shall hold the funds for a period of two years. If a claim is not made by the occupant for the funds, then the funds shall become the property of the county. There shall be no further recourse by any person against the operator for an action pursuant to this section.

6. A purchaser in good faith of any personal property sold to satisfy a lien under this chapter takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the operator with the requirements of this chapter. The purchaser of a motor vehicle shall apply for a new title to the vehicle by the procedures outlined in section 321.47. For all other property which has a written title, the purchaser shall follow the applicable procedures for the property for the transfer of title by operation of law.

7. Notice to the occupant under subsection 2, paragraph "a", shall be sent to the occupant's last-known

address by hand delivery, verified mail, or electronic mail. Notices sent by hand delivery shall be deemed delivered when the occupant has signed an acknowledgment of delivery. Notices sent by verified mail shall be deemed delivered when deposited with the United States postal service or private delivery service if the notices are properly addressed with postage prepaid. Notices sent by electronic mail shall be deemed delivered when an electronic mail is sent to the last-known address provided by the occupant. If the operator sends notice by electronic mail and receives an automated message stating that the electronic mail cannot be delivered, the operator shall send notice by hand delivery or by verified mail to the occupant's last-known address with postage prepaid.

8. If the operator complies with the requirements of this section, the operator's liability:

a. To the occupant, shall be limited to the net proceeds received from the sale of the occupant's personal property less any proceeds paid to the holders of any lien or security interest of record on the personal property being sold.

b. To the holders of any lien or security interest of record on the personal property being sold, shall be limited to the net proceeds received from the sale of the personal property subject to the holder's lien or security interest. 2019 Acts, ch 50, §7; 2020 Acts, ch 1063, §318, 319

Referred to in §321.20, 321.20A, 321.23, 321.47, 462A.77, 462A.82, 578A.8

578A.8 Exclusive care, custody, and control of personal property vested in occupant.

Unless the rental agreement specifically provides otherwise and until a lien sale under section 578A.7, the exclusive care, custody, and control of all personal property stored in a leased space remains vested in the occupant.

2019 Acts, ch 50, §8

578A.9 Supplemental nature of chapter.

This chapter does not impair the powers of the parties to a rental agreement to create rights, duties, or obligations that do not arise from this chapter. This chapter does not impair or impact the rights of parties to create liens by special contract or agreement, nor does it affect or impair other liens arising at common law or in equity, or by a statute of this state. The rights provided to an operator by this chapter are in addition to all other rights provided by law to a creditor against a debtor.

2019 Acts, ch 50, §9

578A.10 Disclosure of flood zone.

The operator shall disclose in the rental agreement whether the self-service storage facility is located in a "special flood hazard area" as defined by the federal emergency management agency in 44 C.F.R. pt. 61, Appendix A(3).

2019 Acts, ch 50, §10

damage or destruction.

If the self-service storage facility is damaged or destroyed by a fire, flood, or other catastrophic event to the extent that the leased space is rendered unusable, the operator shall make a good faith effort to notify the occupant of the event and the occupant may terminate the rental agreement by giving the required notice in the rental agreement. If the occupant terminates the rental agreement under this section, the occupant shall remove all contents of the leased space as soon as is reasonably practicable. Any prepaid rent is due to the occupant upon removal of the occupant's property from the leased space.

2019 Acts, ch 50, §11

578A.11 Fire, flood, or other catastrophic event