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Jesse Parsons (left) with Union Standard  
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(Left) Deborah Cochran won the gift card donated by Consolidated Insurance.



Paul Brooks with North Salem (left) won the bicycle and Jack Norton with A-1 Storage (right) won the model truck. Both were donated by U-Haul. U-Haul also provided us with the lanyards for the Expo.



Glenn Cochran with AA Storage at Fairpark (left) won the box of locks and Denise Rusco with Stor-Mart (right) won the box of lighted keychains donated by Chateau.

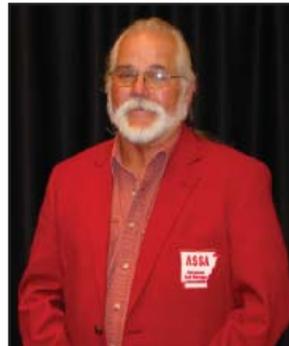




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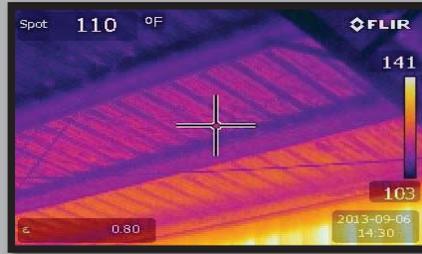
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## 8 Pitfalls to Avoid While Choosing Management Software

Whether you are purchasing a new facility or you have decided to switch software providers, researching new management software may seem like a daunting and sometimes confusing task to undertake. With new features and services being offered every day it is more important than ever to educate yourself on the providers and software available to you. As a simple guideline, here are 8 pitfalls to avoid while choosing your new software.

### 1. **Waiting Too Long to Purchase Management Software:**

While your facility is under development, you may face opening day on the wrong foot if you delay purchasing your management software for too long. Generally, I would suggest beginning research for management software up to six months in advance of your opening date and to have decided upon a provider within 3 months of opening. This ensures that you have enough time to finish setup and can begin accepting new inquiries in order to give your operation the strongest start possible while breaking into its new market.

### 2. **Choosing the Wrong Platform:**

All too often operators are beginning their pursuit for new software without knowing the differences between the available software providers' platforms. This can lead to confusion during the purchase process and in the worst cases—being stuck with a product that isn't an adequate fit for your facility. Educating yourself on terms such as stand-alone, web-enabled, and web-based will provide a strong foundation for your selection process.

Cont'd on page 14

### **8 Pitfalls** (Cont'd from page 1)

### 3. **Can the Software Keep Pace with Technology?**

Most management software these days will come with hardware integration already built into the software. Understanding and utilizing these integrations can have a dramatic effect on your day-to-day operations and should not be overlooked. Using devices such as combo scanners, kiosks, customer access terminals, and fingerprint scanners will grant your facility and its customers more control and overall security. Even if you are not planning on using any hardware at the moment of purchasing your software, you should always make sure the software provider you choose can provide you with these integrations for future use in case you reconsider purchasing these devices down the line.

### 4. **Not Taking Advantage of Your Software's Features:**

While researching software, you might come to the realization that your potential provider may offer additional

services and modules that are not included with the basic software package. While your first instinct may be that the company is trying to nickel-and-dime you, these supplementary packages are often developed after the initial release of the software and were created to help increase your management's productivity and enhance your facility's revenue potential. By adding additional elements such as online payments, online reservations, and online reporting you are not only taking full advantage of the software, but you are also relieving yourself of the time and energy of having to complete these actions manually.

### 5. **Not Reading the Fine Print:**

Make sure that the details of the partnership with your software provider are made perfectly clear before the purchase is complete. Unfortunately for the buyer, when a deal looks too good to be true it often is and the real problem is that most buyers don't realize this until it is too late. Some key questions to ask software providers in order to protect you would be:

A. Does the software company maintain ownership of your data? If so, do they charge to release ALL of your data should you decide to switch providers?

B. Some providers will attempt to hook you in at a lowered rate only to have their "introductory rate" increase dramatically after a set time. Asking if this rate will be maintained throughout the entirety of your partnership will help avoid fluctuating future costs.

C. If a provider is offering a free web site, do they maintain ownership of the domain name (www.examplestorage.com) or will you have to pay to have the domain name released to you if you decide to change providers?

Being aware of some of these elements and tactics can save you untold time and money in the not so distant future.

### 6. **Purchase Your Software from a Software Company:**

When software is not the main focus of the company you are buying from you are the one who becomes last priority. Purchasing software from gate access and truck rental companies that are attempting to sell a "Package Deal" tend to leave you with a rigid product whose limitations can leave you with a sense of buyer's remorse for years to come. Choosing from a reputable and experienced software company will always ensure that your operation and its software will always come first.

### 7. **Choose a Flexible Software:**

The ability to modify and add basic things such as custom billing plans, automated late steps, and additional payment options are sometimes overlooked while researching. These are all important tools used to keep you in

# Dealing with Court Orders

Self Storage Legal Network • October 2014 • Karlos Caslow, Scott Zucker

**Question:** *We own a self storage facility in California. A tenant and his ex-wife are fighting over the rights to the goods in the storage unit rented by the husband. She lives in New Jersey. She claims to have a court order that requires us to stop her ex-husband from entering the space and to give her the property. She has not shown us the order and it is from a court in New Jersey. Do we have to accept a court order from New Jersey or should it be a California court?*

**Answer:** Whenever someone claims that she has a court order that gives her the right to prevent the tenant from access and to the contents in a rented storage space, the facility operator should act cautiously. When that order is from another state, the owner needs to act with even greater caution. Such demands typically arise from arguments between a tenant and a non-tenant spouse over property in a storage space. It is unusual for a court order to direct a storage facility operator to take a specific action. The typical order usually requires the ex-spouse, who is your tenant, to turn over property in a storage space to his non-tenant ex-spouse. Such an order does *not* obligate the storage operator to do anything or prevent anything. Such an order places the responsibility upon the tenant to act, not the self storage facility. The court order may require the tenant to provide access to the ex-spouse to go into the unit and reclaim certain property, but such an order does not give a non-tenant the power to demand the storage operator to cut the lock and allow that person to enter the unit.

While it is unusual for a court to order "ABC storage is hereby directed to open the storage unit and allow the recovery of one couch and one chair from person 1 to person 2," it is possible. Storage operators who are told about such orders *must* request a copy of the order and seek confirmation that it is the facility's obligation to act as compared to the tenant's obligation to act. If the facility operator has any question about the terms and conditions of the order, it should seek legal advice. A self storage facility will usually not be ordered to deny a tenant access or turn over property in a storage space unless it has been given notice of the dispute by the court. Therefore, the facility should have notice of the

dispute before an order is ever issued. It is possible for a court to issue an order directing the facility to take action in an emergency, but this is not a common occurrence.

The next issue involves the "enforcement" of the court order and in this situation the enforcement of an out-of-state court order. An out-of-state court order can be enforced in another state through the Full Faith and Credit Clause found in the Constitution. This clause is often invoked to enforce out-of-state judgments. However, having the out-of-state court order by itself is not sufficient. A party who obtains a judgment in one state must petition the court in the other state to enforce the judgment. When this is done, the parties do not re-litigate the disputed issues; the court will typically issue a similar order that is enforceable in the second state.

So in this instance, unless the court order from the New Jersey court is presented first in a California court and *that* court approves the order, the court order from New Jersey would not be enforceable. Again, unless the order was specifically directed to the self storage facility, that order could not be enforced against the facility itself. However, the New Jersey order, once domesticated in California, could be enforced against the tenant who is obligated to act.

The three lessons of dealing with court orders are: 1) Always ask for a copy of the referenced court order to see if it applies to the storage facility or owner; 2) If it's an order from an out-of-state court, refer the party seeking to enforce the order to have the order domesticated in the state where the property is located; and 3) If you are uncertain on what to do, and this will often be the case when presented with a court order, consult your legal advisor.



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