



Roll Door Review  
 Arkansas Self Storage Association  
 P.O. Box 55715  
 Little Rock, AR 72215-5715

Presort Std  
 US Postage  
 PAID  
 Permit No. 271  
 Little Rock

# The Right Fit For Retrofit.

Sustainable | Economical | Green

To do a retrofit right you have to have the right team, Paramount Metal Systems is the right team. We offer a design/build concept with in-house engineering, in-house installation, and establishing the right products for the best results.

Our affiliation with such partner companies as Dow Building Solutions, Varco Pruden, Roof Hugger and Dawn Solar, ensure your project will be of the highest performance standards. At Paramount, our people have more than 100 years of experience in design, manufacturing, and installation offers the steel construction industry a "one source call" for a successful project.

We invite you to go to the top with Paramount Metal Systems. For more information on our product and services call or visit our website at [www.paramountmetalsystems.com](http://www.paramountmetalsystems.com).



George Bush Incontinental Airport | Houston, TX



First Federal Bank | Mountain Home, AR



AT&T, Love Field (Before/During) | Dallas, TX



AT&T, Love Field (After) | Dallas, TX



**Design/Build  
 Steel Structures &  
 Roof Systems**

# ASSA

Arkansas  
Self Storage  
Association

# Roll Door Review

The only newsletter that gives a "HOOT" about the self storage industry in Arkansas

P.O. Box 55715, Little Rock, AR 72215 501-607-4775 www.arssa.org Winter 2011

## Six Things to Discuss with Occupants

For those of you who have either worked with me before or heard me speak at an ISS Expo, you know that I believe that you should not try to explain your entire Rental Agreement to each occupant before or after they sign it, that it is the occupant's responsibility to read and understand the Rental Agreement. It is your duty to present to them a well-written document (however long) that is readable and so that the occupant can understand the terms if the occupant chooses to read it. But, I do not believe rental agreements should be explained provision by provision and, unless your state requires it, I do not believe the "important to you" provisions should be initiated. That is actually one of the reasons I like kiosks, because there is no chance that anyone could ever accuse a kiosk of explaining things differently or pointing out different rental agreement provisions for one occupant over another.

I acknowledge there are things that you feel you should point out to the occupant

about the rental agreement, such as the rate of rent, when rent is due, how to pay rent, i.e. rent payment issues. Further, many states have required written disclosures that must appear in your rental agreement which you may feel are necessary to discuss with the occupant. I am not going to stop you from your desire to repeat that which your state statute already requires you to put in writing. However, there are six (6) things I believe that you should actually discuss with your occupant about your rental agreement before you let him/her walk out of the office.

1. State required or not, you need to explain to the occupant (presuming that you do not provide insurance) that you are not providing insurance to cover the occupant's goods stored and strongly recommended, if not required, that your occupants have insurance on his/her contents. For some reason at the end of the day, we see a lot of lawsuits in our office where the occupant thought for certain that

the operator maintained some amount of insurance on the stored goods. I recommend strongly against making any reference to homeowners insurance covering the stored property, because homeowners insurance may or may not cover the stored property, you may need a separate rider for property stored out of the house and, generally homeowners insurance has higher deductibles and more stringent exclusions in the homeowners policy than does a traditionally written self-storage contents policy. While in fact your state law may not permit you to force insurance on the occupant, you should spend a few minutes, as a good business person, and tell the occupant the number one thing you need to know, is buy self storage insurance, do not skimp, do not hedge your bets, and do not rely on the owner to do it for you.

2. Tell the occupant why giving the owner of a self-storage facility his/her credit card is critical. Many of you have the ability to

Article continued on page 9

## Storage Auction Reality Show



After watching the first two episodes of the new A&E show, Storage Wars, I was asking myself how I can get bidders like this at my storage auctions. Then again, when is the last time somebody found an antique BMW under a tarp in the back half of a 10x20? Berry Weiss did and flipped a \$5,000 profit on that one unit. Take Darrell Sheets, he has acquired four Picassos and one of the world's most lucrative comic book collections. He still has the Picassos, but sold the comic book collection for a \$100,000 profit.

Included are Dave and Jarrod, two completely different ends of the spectrum. Dave Hester owns Rags to Riches consignment store, a 15 employee operation. He has the largest overhead, but sells his pieces at true price. Jarrod Schulz is the owner of Now and Then Second Hand Store with his wife Brandi. Jarrod is a one man operation and knows if he can't turn the items then he can't bid again. The cast is rounded out by Dan and Laura. They run American Auctioneers and make their money as a percentage of the bids. All I really saw was Dan talking fast and Laura counting money.

My motto has always been "If it's worth what they owe, they'll pay", but then again I never find an antique BMW, brand new restaurant equipment or comic collections, but I've got a great deal on empty DVD cases and VHS tapes. Don't forget the older televisions, before flat screen.

Well, I don't really care to see my industry the topic of a reality show, but Storage Wars

Article continued on page 3

## features

President's letter	page 2
2010 Expo	page 3
Reality Show cont'd	page 3
HIPAA	page 3
Storage Commander	page 4
Avid	page 5
ADA Regulations	page 5
2011 Dues and Expo	page 5
2010 Expo	page 6 & 7
Milner Insurance	page 8
Six Things cont'd	page 9
Trachte	page 9
SBA Loans	page 10
Roof Hugger	page 10
Nichiha	page 11
Paramount	page 12

For more information, visit

www.arssa.org or call

501-607-4775

## Your ASSA Board Members

### Kim Brown, District 9

Brown's Moving & Storage, Pine Bluff  
870-879-1900  
brownsmoving@sbcglobal.net

### Michael Hall, District 7

North Pulaski Storage, Jacksonville  
501-834-2500  
mg\_hall@msn.com

### Bill Humble, District 7

U-Storit, Inc., Little Rock  
501-614-7778  
b.humble@u-storit.com

### LeRoy Lemon, District 4

Space World Moving & Storage, Russellville  
479-858-7344  
storagelemon@yahoo.com

### Bob Linch, District 8

Harrison Mini Storage, Harrison  
870-741-6933  
hministorage@windstream.net

### Keith Morris, District 5

AAA Storage + Climate Control, Paragould  
870-239-7626  
ikm@grnco.net

### Storm Nolan, District 2

Total Self Storage  
479-649-6909  
snolan@cskhotels.com

### Rex Rogers, District 6

Crittenden Mini Storage, Marion  
870-739-1555  
drogers@glre.net

### Billy Sweester, District 1

Arkansas Self Storage LLC, Fayetteville  
479-571-3800  
billy@sweetserconstruction.com

### Loren Whisenhunt, District 3

The Space Center Self Storage, Mena  
479-394-4989  
lwhis2002@yahoo.com

### Letecia Yarbrough, District 1

Crossover Mini Storage, Fayetteville  
479-521-1302  
crossoverms@netzero.com

General Information

www.arssa.org  
501-607-4775  
lrew@arssa.org

## a word from your president



Another year is over and it's time to start 2011. Your ASSA board representatives are doing exactly this. The Expo for 2011 is already set for Rogers, Arkansas, September 28-29. If there is a program or speaker that is of interest to you, let your local board member know your wishes. We constantly try to give our members fresh and relevant seminars during expo days and all year long in local districts.

As many of you have read in the SSA Globe, the California Self Storage Association has passed legislation that in part changes the way storage owners notify tenants of a lien sale. As you know, currently most states, as does Arkansas, require a certified letter to the last known address of a tenant. A certified letter can not be forwarded to another address and is expensive at \$5.54 per letter. Many are returned, rejected by the tenant. What the ASSA board members are planning is to introduce legislation in this legislative session to change Arkansas storage law to take advantage of a new way to prove mailing to a tenant. The US Postal Service now has a certificate of mailing. You simply address your notice of lien envelope as you always have, take it to the post office and ask for a certificate of mailing for \$.84. That is one stamp for the letter and one stamp for the certificate of mailing. This change will save the tenants that come in and pay their delinquent rent the cost of a certified letter and it will be forwarded to a new change of address. The obvious benefit to you, the storage owner, is not only the savings of postage, but the knowledge that this method is more likely to be delivered to your tenant. We will be calling on all our members to contact your Representative or Senator when this bill comes up in the next legislative session. Our hope is that this is not a controversial bill, but widespread support always helps any bill to get out of committee and pass in the full house and senate.

With this in mind, remember that 2011 dues have been billed. Be sure to renew your membership by year end. We need all of your help and support to continue moving our industry forward. If you have a competitor down the street that is not an ASSA member, ask them to join. The more voices we have the easier it is to pass legislation beneficial to you.

I hope everyone has a happy and prosperous 2011.

Loren Whisenhunt  
President ASSA





## There's More Than Meets the Eye

Nichiha's fiber cement panels offer self storage owners much more than just the warmth and timeless appeal of traditional brickwork or the linear good looks of masonry block. With our low installed cost, a 50-year warranty\* and a diverse palette of colors and textures, Nichiha brings the tremendous value and design freedom that your local communities will love!

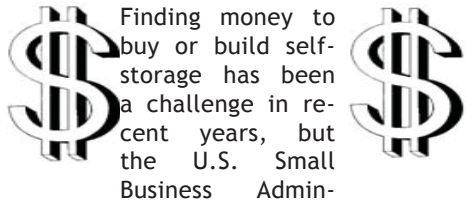
1.866.424.4421  
[nichiha.com](http://nichiha.com)

\*See Nichiha warranties for detailed information on terms, conditions and limitations.  
©2010 Nichiha USA, Inc. All rights reserved.

Fiber Cement At Its Best™



## SBA Makes Loans Available



Finding money to buy or build self-storage has been a challenge in recent years, but the U.S. Small Business Administration (SBA) is providing hope to independent owners and investors. Due to recent changes in the SBA's loan guidelines for passive-income properties, self-storage now qualifies as an eligible business type. What does this mean for you?

Passive-income properties are those that rely on rental income and for which the owner controls entry and exit for example, self-storage, mobile-home parks, office suites and shopping centers. Until recently, self-storage facilities were only eligible for SBA loan money if more than 50 percent of their revenue came from a source other than monthly rent—a practically impossible order in this industry unless you do mad amounts of ancillary business. The new guidelines open doors to anyone looking to refinance, acquire or build self-storage.

There's more good news, including higher loan and eligibility limits for the SBA 7a and 504 programs. You can now use SBA financing to acquire or refinance multiple self-storage properties since eligibility is not determined by the number of loans but by the total amount of eligibility used. Maximum loan eligibility is \$5 million for regular loans and \$5.5 million for green or energy-efficient loans.

In addition, there are longer loan terms available, up to 25 years, and SBA loans have lower equity and down-payment requirements—as low as 10 to 20 percent for self-storage. SBA financing can also be used to make property improvements, a real benefit for older properties looking to compete with newer facilities in their markets. Add to that the beginning of a two-year window that will allow SBA 504 program to be used for refinancing, an extension of the SBA fee waiver, and a temporary 90 percent SBA guarantee. It's an all-around heartening offer for our business.

Why the change? The Small Business Jobs and



Credit Act, passed in September, responsible for extending the fee waiver and keeping the loan-guarantee limits higher than the historical standard. But the fee waiver could run out by the end of the year, so act quickly if you're enticed. If approved, your loan could take as little as 30 to 60 days to close, according to SBA.

There is a small side effect of the act however, that could mean regulatory headache for all self-storage operators, even those who don't touch SBA money. The act requires that any business receiving income from a rental property must file an IRS Form 1099 for any purchase it makes above \$600.

Not only does this create a compliance issue for storage operators, it creates a paper trail for tax commissioners that could ultimately cost you more money in sales tax. Why? If a 1099 does not clearly demonstrate state sales tax was paid on a taxable product or service, you could be held liable for payment of that tax, even if it was technically paid as part of the original cost.

Article from Inside Self Storage by Terri Lanza

# Hang On To Your Old Roof!

## Easy! Fast! Economical! Metal-over-Metal Re-Roofing

- No removal / hauling of old roofing
- No disruption to current tenants or business
- Structurally correct upgrade to standing seam roofing
- 30+ year roof solutions
- Increase wind loads and existing purlin strength to comply with current codes
- Energy saving assemblies
- FM 1-195 System on 5' purlin spacing available
- Florida Product Approved Systems

## Self Storage Centers Re-Roof With

# ROOF HUGGER®

Patent #5,367,848

The LEADER in Retrofit Re-Roofing Systems

**800-771-1711**

Call, write or FAX (877-202-2254)

Or visit our website at: [www.roofhugger.com](http://www.roofhugger.com)



# 2010 Expo

The keynote speaker this year was Scott Zucker. Last year was Scott's first year to speak at our Expo and the response was overwhelming. Because of many requests, Scott returned this year to speak for two full sessions, once on Tuesday and again on Wednesday. Scott Zucker is a partner in the Atlanta law firm of Weissmann & Zucker, P.C. where he specializes in real estate and business litigation.

He addressed legal issues for today's self storage operators and addressed specific issues pertinent to the State of Arkansas. Scott also opened the floor to questions from attendees. This allowed for a very entertaining and informational exchange.

Attendees were also informed of two new benefits to ASSA members. Bank of America now offers a preferred credit card processing rate exclusive to members. This exclusive offer also benefits the association by returning a percentage of the proceeds back to the association. We also have two companies that provide facility insurance at a rate exclusive to members of the Arkansas Self Storage Association. The Arkansas Insurance Commission has approved a special rate just for ASSA members. Though originally developed to offer premium coverage to even the smallest facility, this rate is available to all members of the ASSA regardless of size. Attendees also had a chance to hear from two companies on affordable group health insurance for owners and employees. A presentation on the Power of Web Marketing and Terrorism Awareness were very informative. The Small Business Development Center discussed their benefits and what they had to offer businesses in Arkansas. They have offices all across the state and various free services to businesses.

Don't miss the chance next year to attend the Expo at the Embassy Suites in Rogers, AR, September 28 & 29, 2011. It is a wonderful facility and Northwest Arkansas is a beautiful place to visit.

## Reality show boosts lien sales



Continued from page 1

might not be too bad, if it lasts a second season. I mean, how many good units can you buy in the course of a season before it becomes the same thing again, and again and again. I did have three customers ask just last week about when we hold our auctions because they saw the show on T.V. and want to attend one. Just like in the show, the regulars might be willing to pay too much for a unit or run the price up just to keep the new comer out of the business. This could lead to higher bids at the auctions. I did like the fact they referred to the units as abandoned property and never touched on the process prior to cutting the lock and having the auction.

One thing is for sure, Storage Wars has had an impact on the lien sales attendance in the state of Arkansas. Three facilities in central Arkansas have reported increased attendance at recent lien sales. They have also noticed a more competitive spirit in the attendees bidding.

Please remember to be careful to follow all state and local laws when conducting a sale. If you have not already attended the Arkansas Lien Law class offered by the ASSA, contact the ASSA office to find out when and where the next class will be held. The ASSA is offering to list all members' lien sales on their website. The office is fielding a lot of calls about locating lien sales in their area. Listing on the website will allow you to schedule a sale with others in your area while not holding conflicting times. This alone will help attendance.



## When Self Storage and HIPAA Collide



A self storage operator was recently sent a HIPAA Business Associate agreement from a tenant in the health care business. Health care providers are required to have such agreements on file under the

privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). But is a self storage operator a "business associate" as defined under HIPAA? The answer is, probably not. The Department of Health and Human Services, which has regulatory responsibility for HIPAA, describes business associates as "contractors or other non-workforce members hired to do the work of, or for, a covered entity that involves the use or disclosure of protected health information." Self storage operators rent space to a covered entity; they do not store or take possession of the property. The health care tenant secures the space with its own lock and the storage operator has limited access rights.

One problem with being categorized as a business associate is that it could create a legal relationship between the facility owner and the tenant that is inconsistent with the rental agreement because such agreements assume the business associate has direct access to the stored property. This is contrary to the basic premise that self storage is the rental of space, not the active storage of the property of others. A storage operator who is asked to sign such a document should require a few modifications, the most important being a statement along the following lines:

*The parties agree that the self storage facility operator is a landlord renting space for storage purposes and does not have access to Occupant's stored property. The storage facility is not engaged in the business of storing goods for hire and no bailment is created under this agreement. All stored property is in the exclusive care, custody and control of Occupant.*

Storage operators should be very careful before signing a business associate agreement presented by a customer subject to HIPAA regulation because that agreement may have legal implications beyond the facility's relationship with that customer.

This article is from the September/October 2010 issue of the SSA's Self Storage Legal Review



## MAXIMIZE YOUR PROFITS!

THE WORLD OF SELF-STORAGE IN ONE AFFORDABLE PACKAGE

- WebSelfStorage® Management Software
- Safestor® Tenant Insurance
- Storage Reservations Network
- Centralized and Certified Mail Service
- Call Center Service
- Integrated Payment Processing
- Online Advertising

ONLY \$44.95 PER MONTH NO LONG TERM COMMITMENT

Make more, pay less, and compete with the big brands!

1-866-MY-EMOVE    sales@emove.com  
1-866-693-6683

webselfstorage.com/assa

ARSSA-02/11    ©2011 eMove®



# Is your software all that it can be?

**Embrace innovation.**

***Storage Commander!***  
**The logical alternative for more than a decade.**

- PCI & PADSS compliant
- Full Internet management suite
- Constant Sync Technology
- Online payments and reservations
- Easy to use point-and-click user interface with customized site map
- Customized letters and notices
- Accurate, concise financial and facility reports
- Auto credit card billing
- ACH check processing
- E-mail reports and customer notices
- Merchandise inventory control system



**MANAGERS:**  
**Let The Industry's Most Robust Technology Work For You!**



**Empower Software Technologies, Inc.**

Continued from page 1

accept a credit card, and obviously those of you who do not, this item is not applicable. Many of you fail to make a proper kind of “ask” for a credit card. You may have an addendum and sheepishly hand it over to the occupant only if asked, or you hand it over and say you have the “option” to give us a credit card number if you want. Wrong, I say. Credit cards, even if not required, should look like a requirement of the rental agreement and let the occupant know why it is so important that the occupant at least back up his/her timely rent payment with a credit card. First, I would prefer everyone be on some sort of auto-debit so that you can avoid the risk of charging late fees, other charges and all of the contentiousness and potential risk of litigation that comes along with doing those sorts of things. However, to me the most important reason to push credit card information is to look the occupant in the eye and say “Suppose you have to run out of town and you forget to pay your rent and you are gone longer than you expect... suddenly your \$75.00 a month bill, because of a late charge and maybe an overlock or other type charge, has gone up another \$20.00.” do not be afraid to advise/make the “ask” for a credit card. If for no other reason than as a back up to avoid a late fee if someone forgets to pay you. From a protection of your stream income, avoidance of liability, and customer satisfaction perspective, getting the auto-debit or credit card backup payment before you impose a late fee, is one of the best things you can tell your occupant to do to make the self storage relationship go smoothly and uneventfully.

3. How to terminate when the time comes. You know the old adage of “if it is in writing it must be true?” Your rental agreement, more often than not, discusses how you want your occupant to terminate, i.e. you want them to give you a certain number of days notice, you would like them to clear out the unit, leave it “broom clean” and, surprise, remove their lock. You also probably want the occupant to stop by the office to “check out” and provide a forwarding address. Whatever your requirements are, create from the beginning, expectations of how to terminate. While the requirements to terminate may be written in your rental agreement, posted at the front gate or at your office, or even on stickers on your doors, put it into their heads right from the beginning. If you do not discuss termination from the beginning, when you have problems at the end, occupants are going to feign complete ignorance. You can bang your head against the wall and say “didn’t you see the sign at the gate? Didn’t you read the sticker on your unit? Didn’t you see that I put move out notice forms on every building and a mailbox at the gate to make it easy for you?” Tell people what you want from the beginning, show them how to do it. I do not believe you are encouraging early termination. I believe you are building proper expectation of giving proper notice and, avoiding a dispute at the end of the term when the occupant fails to vacate or give proper notice.

4. Let the occupant know it is his/her duty to check on his/her property once in a while. Many of you put in your rental agreement the “legal language” that says occupant has inspected the unit and find it to be suitable for the occupant’s particular purpose. What you need to tell the occupant is something along the lines of “Hey, despite anything else we do, you should want to come out once in a while and check on your property, just to make sure it is okay.” I do not believe in giving the occupant a laundry list of all the things that can go wrong in self-storage, such as roof leaks, infestations, mold, leakage from other units, and etc., but these are the kind of issues I am talking about. Later on you do not want to hear that the occupant could not possibly identify even a range time of when his/her unit may have been (you pick it... broken into, leaked on, etc.). Hopefully, a pleasant byproduct of this policy is that the occupant will continue to bring more property out to the self-storage unit and eventually need a larger space or another space. Occupants that are off over-seas in the military or are leaving town and storing their property in the unit represent a different problem. All I can say is, tell the occupant to find a friend or family member to do it for you and give them a key and your gate code.

5. Disclose to your occupant how the gate works. I cannot tell you how many times we get a claim that our client is in default because the

occupant tried to use the gate or the entry door and it did not work. Almost always, the failure of the gate or door to open is the result of user error. However, it is not necessary intuitive to people that they should push “\*” then their unit number, then their secret access code, then “#” to make the gate open. You can put it on the sign to remind people, but tell them up front how to use the gate. Also, I see gate systems that trigger door alarms if you do not code in at the facility. If there is going to be a false alarm charge, let people know, even if you disclose it in your rental agreement. Further, I see gate systems where, once one person is in, until he/she codes out the gate code does not work again. This does not work well with a husband and wife who are both driving out to the self storage facility in two separate cars, one car gets in and then the gate will not let the second car in. Help people understand what the exit procedures are. If you have a simple drive-up gate and the gate opens, that is fine. If you have to code out, let people know this. Finally, make sure people understand whether or not they can get stuck in your facility at night after gate hours expire. I see a lot of unhappy occupants who fail to understand that after 9:00 p.m. they are going to spend the night unless they want to pay a manager “response fee” to open up the gate manually after hours.

6. Disclose the fallibility of security system and especially if any of the systems that appear to be present on the property are fake. More and more people are relying on a sense of security, particularly because apparently 70% of all self-storage decisions are made by women who value security over price. If your facility is full of fake cameras, if you have only one gate code and anyone who has ever used a facility knows the gate code, disclose these things. People rely, and make their self storage decision, based on how secure they feel they are going to be. Security systems are fallible. If your system is not backed up with an electric generator when the electricity goes off, or if your camera system always goes out in a thunderstorm, you do not want people relying on the implied existence of these items to imply a false sense of security. This is something you may generally disclose in your rental agreement. I would highlight this provision when discussing the rental agreement. You do not want to hear later that people relied on the existence of all these high tech security items that did not really exist, in thinking that their property was safer than it would be at a facility down the street that did not have so many cameras. That “reliance” could come back and be grounds for a lawsuit.

The most important thing in demonstrating your rental agreement to the occupant is consistency. You want to say the same thing to everyone, or at least close as you can be to the same thing. Trying to explain the entire rental agreement to an occupant is the worst thing you can do because these items you choose to highlight will be one of the things that you did not highlight to the occupant that will be one of the things that goes wrong. The six items above are not so much rental agreement disclosures as much as they are good, sound advice that every self storage occupant should have upon entering into a business relationship with your facility. Let the occupants know and let them read the rental agreement themselves.

Article is from [selfstoragelegal.com](http://selfstoragelegal.com) 2008 by Jeffrey J. Greenberger, Attorney at Law

DESIGN. MANUFACTURE. ERECT.



TBS

TRACHTE

Building Systems

800.356.5824  
[www.trachte.com](http://www.trachte.com)

ISO 9001:2008 CERTIFIED

SUN PRAIRIE, WI

# We are sorry! Please, forgive us!



**Mack L. Milner, IV., CIC**  
 Speaker, Author, Licensed Agent, Self Storage Owner,  
 Self Storage Insurance Expert

We just found out how much better the rates and coverages are with this new company!

ONE 3 Minute Phone Call can SAVE you up to 37% on your Self Storage Insurance.

Everyday you do NOT call may be a day that you're paying too much money!

*Please, forgive us!*  
*We didn't mean to!*

**NEW!** Admitted insurance companies that **WANT YOUR BUSINESS!**

Compare These Rates & Limits to What You are Paying:

Building(s) Limit	\$504,600	<b>WOW Another 30% Savings!</b>
Liability Limit	\$1,000,000	
Loss of Rents & Replacement Cost Deductible	Included	
Estimated Annual Premium:	\$1,000	
	<del>\$1965.00*</del>	
<b>New Rate:</b>	<b>\$1361.00</b>	

\*Assumes noncombustible construction, fire hydrants within 1000', no losses in past 3 years. This estimate also includes a mini-warehouse premier endorsement that provides a number of coverages a standard policy mat not contain. The coverages are bundled and allows the policy holder to receive a discount premium.



*You've gotta see this!*

"I am amazed that Milner Insurance was able to give me the same, if not better coverage on my storage buildings. And, I saved \$562.00 in the process! They really are the "Specialists"! If you've got storage buildings and you don't call Milner Insurance, you will regret it! Trust me, I'm kicking myself for not calling sooner!"

**\$562.00 Savings!**

Judy Wardlaw, T&J Storage (White Hall, AR)

Contact Arkansas' **Self Storage Insurance Specialists NOW!!**  
 Call TOLL FREE: 877-534-2823 and ask about our Money Back Triple Guarantee or fax your name & phone number to 870-534-6736 or visit our website: [www.selfstorageprotection.com](http://www.selfstorageprotection.com)  
 (Self Storage Protection is a division of Milner Insurance Group, Inc., P.O.Box 5097, Pine Bluff, AR 71611)

*If You Have Tried The Rest...  
Now Try The BEST.  
"The Difference Is Black and White"*

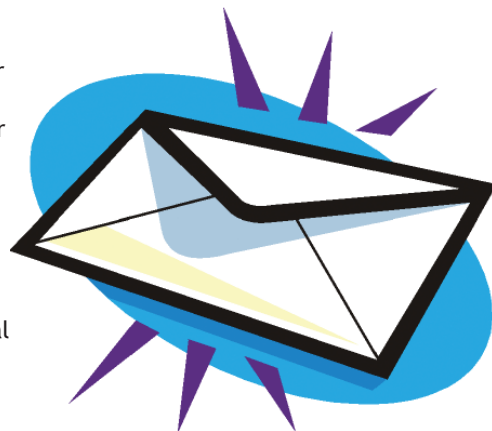
**AVID**  
BUILDING SYSTEMS

Toll Free - 1-877-856-2843 Fax - 512-491-9293

*Self Storage • Climate • Boat & RV  
Design & Build • Pre-Engineered Metal Buildings*

**INVOICES ARE IN THE MAIL**  
The invoices for 2011 have been sent out and are due.

Please remember to pay your membership dues. These funds are critical to the operation of your Arkansas Self Storage Association. Membership dues are the single greatest revenue generator for the association and the funds are used for legislative efforts to protect our industry, the operational budget, local and regional educational meetings and our yearly general meeting and Expo. The cost of ASSA membership is small in comparison to other industry associations. By offering insurance discounts to members, actively marketing an internet self storage search engine for members, great credit card processing rates, training materials for owners and employees and other savings more than covers the cost to be a member.



**New ADA Regulations**

On July 23, 2010, the United States Department of Justice issued new Title III ADA regulations that impact the construction of commercial buildings that were built or substantially altered on or before January 1991. These regulations cover essentially all commercial buildings, including self storage facilities. The regulations go into effect in January 2011 but do not become mandatory until January 2012. While the new regulations do not create new construction standards specifically for self storage, they do make modifications that will affect self storage compliance as they do all publicly accessible buildings. Self storage operators need to focus on some basic areas to avoid litigation. First, they must comply with the self storage scoping requirements that mandate that 5% of the first 200 spaces will be wheelchair accessible and 2% of the spaces over this number. Accessible spaces must have doors that can be opened by a person in a wheelchair and entry lips that do not impede a person in a wheelchair from entering. Storage operators should also insure that the rental office, bathrooms and parking area meet ADA standards. For example, can a person in a wheelchair come to the rental counter and sign a contract? If not and if the facility was constructed or substantially remodeled after 1990, this could be a concern. Facilities that fail to comply with the ADA access provisions may be subject to costly civil suits and be liable for statutory damages, attorney fees, and be required to make necessary modifications to the property. There are firms that specialize in bringing such suits and a number of storage operators have been sued for ADA violations. If the facility has accessible spaces, a rental office and bathrooms that are wheelchair accessible, and designated handicapped parking spaces that can accommodate the larger vans often used by the disabled, the likelihood of a lawsuit is reduced.

**Mark your calenders!!**  
*ASSA's 2011 Expo*  
Once again in Rogers, AR at the Embassy Suites Hotel

Attendee pricing:  
\_\_\_\_\_ Member  
\_\_\_\_\_ Non-member  
\_\_\_\_\_ Expo Hall

Vendor pricing - includes 10 x 10 booth, table, chairs, pipe & drape, sign  
\_\_\_\_\_ Member  
\_\_\_\_\_ Non-member

Visit the website at [www.arssa.org](http://www.arssa.org) for more information or contact the ASSA office at 501-607-4775



### Man of the Year

The ASSA awarded David Dodge, of Paramount Metal Systems, the Arkansas Self Storage Association's "Person of the Year" for 2010. David has been a faithful member of the ASSA since its beginning and has been very supportive in helping us reach all our objectives. David is also a storage facility owner and has contributed greatly to the industry.



### 2010 Golf Winners

- 1st prize - Bill Humble & Randy Ferrell
- 2nd prize - Margaret Beaver & Darrell Baker
- 3rd prize - David Dodge & Hunter Babin



### \$500 Cash Winner

Bill Humble presenting Mark Medley, the winner, with the \$500 cash prize drawing. Mark is a member of the ASSA and owns A-1 Storage in Gassville.



### Door Prizes

There were many door prizes given away. Some of the donors were: ASSA \$500 cash; Storm Nolan-weekend hotel stay, canvas print; Chateau-locks & keychains; Billy Sweetser- \$100 gift card; U-Storit and Valerie Boyd-printer, many different gift baskets and prizes. Valerie works hard to get door prizes donated and discounted.



**2011 ASSA President**  
 Loren Whisenhunt, President, at the helm. There were many awards and accomplishments presented at the 2010 Expo.

**2010 Expo Sponsors**

- Paramount Metal Systems
- Storage First/ Insurance Center
- Wil-Shar Erectors
- The Republic Group
- West Termite & Pest Mgmt
- Empower/ Storage Commander
- Shollmier & Co.
- Arvest Bank
- Chateau Products

**2010 Expo Vendors**

- 1011 Web Solutions
- Argus Self Storage Sales
- Avid Building Systems
- BancorpSouth Insurance Svcs
- Bank of America
- Betco, Inc.
- Central Storage Works
- Chamberlain Access Solutions
- Consolidated Insurance
- Door King Inc/Symbio
- Duro Last Inc.
- eMove Inc.
- Factory Cat Floor Scrubbers
- Heritage Building Systems
- Insurance Center
- Janus Door
- Low Voltage Systems
- Paramount Metal Systems
- Reynolds Construction
- Qual Choice
- Shollmier & Co.
- Sigma Supply Inc.
- SMD Software/Sitelink
- Trachte Building Systems
- Uhaul
- Wells Fargo Lending Group



**2010 Expo Lunch**

The lunch was served in the vendor hall and was a full house. Awards were presented and board members were nominated.

**2010 Expo Hall**

