

## TERMS AND CONDITIONS OF MOTOR VEHICLE OR WATERCRAFT SELF-STORAGE RENTAL AGREEMENT

These Terms and Conditions of Motor Vehicle or Watercraft Self-Storage Rental Agreement are incorporated by reference into the Lease Quotation and Agreement (collectively, the "Agreement" or "Rental Agreement") between Lessor and Lessee (as identified in the Agreement). Lessor agrees to rent to Lessee the storage parking space identified on the Agreement ("Space"), for purposes of storing the motor vehicle or watercraft of Lessee at the location of Lessor. For purposes of this Agreement, the term "Vehicle" shall include both motor vehicles and watercraft, which are defined in Section below. This Agreement is made and begins as of the effective date of the Agreement (the "Agreement Date"). **PLEASE NOTE, THE VEHICLE STORED ON THE SPACE IN CONNECTION WITH AND PURSUANT TO THIS AGREEMENT WILL BE SUBJECT TO SALE OR OTHERWISE DISPOSED OF TO PAY FOR ANY CHARGES RELATED TO SUCH STORAGE OF THE VEHICLE AND WHERE ALL CHARGES HAVE NOT BEEN PAID FOR A PERIOD OF THIRTY (30) DAYS. ADDITIONALLY, THE VEHICLE STORED ON THE SPACE IN CONNECTION WITH AND PURSUANT TO THIS AGREEMENT WHERE ALL CHARGES HAVE NOT BEEN PAID FOR SUCH VEHICLE PURSUANT HERETO FOR A PERIOD OF SIXTY (60) DAYS MAY BE TOWED AWAY FROM THE OPERATOR/LESSOR'S LOCATION AND THE SPACE.**

**1. CERTAIN DEFINITIONS:** For purposes of this Agreement, "Vehicle" means any item of personal property required to be registered with the department of revenue pursuant to section 42-3-103, C.R.S., a motor vehicle, trailer, or semitrailer; and "Watercraft" means any vessel, including a personal watercraft, as defined in section 33-13-102, C.R.S., including a boat, sailboat or jet ski.

**2. RENTAL TERM:** The term and duration for the Rental of the storage space ("Space") pursuant to this Agreement shall commence on the Agreement Date and shall continue for a period of thirty (30) days, and shall renew thereafter for successive thirty (30) day periods on a month-to-month basis until the Agreement is terminated pursuant to the terms hereof (collectively, the "Rental Term"). Lessor or Lessee may terminate the rental of the Space and the Rental Term hereof for any reason, or for no reason at all, by giving the other party written notice of such termination at least fifteen (15) days prior to the first day of the next thirty (30) day period in which this Agreement and the Rental of the Space is scheduled to renew; otherwise, the Rental Term shall renew again for another thirty (30) day period. Under no circumstances will any Rental Term be for less than one (1) month (i.e., thirty (30) days), and under no circumstances shall the Rental Payments be prorated.

**3. RENTAL PAYMENTS.** The first payment for the rental of the Space (and all other initial charges due hereunder), shall be as of the Agreement Date, and for each subsequent thirty (30) day period during the Rental Term, payment shall be due on or before the same day as the Agreement Date for each month during such Rental Term (each referred to herein as a "Rental Payment"). Lessee agrees to pay to Lessor each Rental Payment at the office of Lessor listed above. All payments due from Lessee to Lessor pursuant to the terms of this Rental Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever. In the event of any checks paid to Lessor by Lessee that are returned to Lessor or bounced for insufficient funds, Lessee shall be charged a twenty dollar fee (\$20.00). Any Rental Payments due hereunder that are past due thirty (30) days or more shall be charged a late fee of ten dollars (\$10.00) per month.

**4. SECURITY DEPOSIT:** As of the Agreement Date, Lessee shall pay to Lessor the Security Deposit listed above. The Security Deposit, without accrued interest, shall be returned to Lessee within thirty (30) days after the termination of the Rental Term, if payment of all sums owed by Lessee to Lessor have been paid and if the Space is returned to Lessor undamaged and in good condition (normal wear and tear excepted). Security Deposits may be commingled by Lessor with funds in its general account. Lessor may, at its option, deduct from the Security Deposit any unpaid charges, damages or rent due without notice to Lessee. Should the total deduction or amount owed to Lessor by Lessee exceed the amount of the Security Deposit, Lessee shall pay Lessor the amount of such excess.

**5. CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against Lessee's credit card provided to Lessor, all amounts billed and due hereunder to Lessor in connection with the rental of the Space including, but not limited to, all applicable late fees, charges, costs, taxes, shipping and/or handling charges due. For the rental of the Space, charges may be recurring and additional billing and charges will occur until such time as all Space and respective accessories are returned and the rental of the Space is terminated.

**6. TAXES AND LIENS.** Lessee agrees to keep the Space and the Vehicle free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor in connection Lessee's rental and use of the Space, and (b) pay all such charges, fees and taxes related thereto. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments on behalf of Lessee. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

**7. OWNERSHIP OF SPACE.** Ownership and title to the Space shall remain solely and exclusively with the landlord and owner of the Space (as well as Lessor's leasehold interest therein), who also exclusively owns the underlying real property to

the Space. Lessee shall have no right or option to own or purchase the Space. Any replacement, substitutes, accessories or parts, whether placed in or upon the Space or not and/or made a component part thereof or not, shall be the exclusive property of the landlord who owns the Space and underlying real property, and Lessor shall also have a perpetual, payment-free right to use such accessories or parts.

### 8. USE OF SPACE; LIABILITY; CONDITION.

**(a) USE OF SPACE:** Use of the Space is to be used by Lessee solely for the purpose of the storage of the Vehicle. Lessor accepts no liability or responsibility to Lessee whatsoever for any loss or damage to the Vehicle stored by Lessee in the Space; during the Rental Term, Lessee assumes all risk of loss or damage to the Space and the Vehicle stored thereon.

**(b) HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored on the Space.

**(c) "AS-IS". Space is rented to Lessee "AS IS". Lessor warrants only that the Space correspond with the description thereof as set forth in this Agreement, and, otherwise, LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, RELATING TO THE SPACE, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY SPACE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY AS TO TITLE OR OTHERWISE.**

**(d) CONDITION.** Lessee agrees to maintain the Space in undamaged and good condition (normal wear and tear excepted) and shall not make any alterations, improvements or additions to the Space without Lessor's prior written consent. Lessee shall be responsible for any repair costs associated with repairs needed to the Space other than those resulting from normal wear and tear.

**(e) CLEANING:** Upon termination of the Rental Term, Lessee shall remove all items and debris from the Space and return possession of the Space to Lessor in good condition. Lessor reserves the right to charge a \$50 cleaning fee to Lessee for cleaning the Space to be utilized at the end of the Rental Term if Lessee does not provide the Space in good condition at the termination of the Rental Term.

**(f) CONDUCT OF LESSEE:** Any of the following shall constitute a breach of this Agreement by Lessee: (i) allowing an unaccompanied third party to access the Unit; (ii) harassing and/or threatening anyone else, or otherwise causing any disturbance, including without limitation a disturbance which causes Lessor personnel to notify law enforcement, while on the Lessor's property; (iii) loitering on Lessor's property; (iv) sleeping or living in the Unit; and (v) accessing or being present on Lessor's property between 9 p.m. and 6 a.m. local time, or during any other period of time in which the property is not open to the public.

**9. COMPLIANCE WITH LAW.** Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the use of the Space.

**10. ADDITIONAL LESSEE AGREEMENTS.** Lessee agrees that Lessor (or its employees, contractors and agents) may, at any reasonable time, enter the Space rented by Lessee for the purposes of: (1) inspecting the Space or posting or providing notices thereon; (2) photographing the Space, including any items or occupants within or surrounding the Space, for promotional or other purposes; and/or (3) to take repossession of the Space from Lessee pursuant to the terms hereof and/or under the law or at equity. If Lessor determines that repairs to the Space are needed, Lessee hereby grants access to Lessor for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

**11. INSURANCE.** While Lessee has its Vehicle stored on the Space, Lessee agrees to obtain, maintain, as well as pay all premiums for, insurance covering the loss, theft, destruction, or damage to the Space and/or the Vehicle thereon in an amount not less than the full replacement value thereof. Should Lessee fail to procure and maintain such Insurance, Lessee shall indemnify Lessor to the extent Lessor suffers or incurs any loss, damage, liability or expense as a consequence of such failure. To the extent Lessee does not maintain such insurance and/or there is a lapse of insurance coverage for any reason (which would be a breach of this Agreement), Lessee regardless agrees to "self-insure" the Space from loss or damage and Lessee's Vehicle in such Space to the same extent as a third-party policy would have provided. **INSURANCE FOR THE SPACE AND VEHICLE IS THE RESPONSIBILITY AND OBLIGATION OF LESSEE. UNDER NO CIRCUMSTANCES SHALL LESSOR PROVIDE ANY INSURANCE WHATSOEVER OR BE LIABLE FOR ANY DAMAGES TO LESSEE'S VEHICLE STORED ON THE SPACE OR OTHERWISE. LESSEE AND ITS INSURANCE CARRIER WAIVES ANY RIGHT OR CLAIM TO SUBROGATION AGAINST LESSOR AND/OR LESSOR'S INSURANCE CARRIER IN THE EVENT OF ANY LOSS OR DAMAGE TO THE SPACE AND/OR LESSEE'S VEHICLE THEREON.**

### 12. WAIVER AND INDEMNIFICATION.

**(a)** Lessor shall not be responsible or liable to Lessee for any loss or damage of any kind whatsoever to any Vehicle or other items stored on or about the Space or any injuries to Lessee, Lessee's agent or third parties while in or on the

premises of the Lessor and/or the Space, and Lessee hereby releases Lessor for any liability whatsoever related to any such claims. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to, damages for loss of use or profit by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, arising out of or resulting from this Agreement or Lessee's use of the Space, or in connection with the services rendered by Lessor in connection herewith.

(b) Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, damages, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of Lessee's use of the Space whether brought by Lessee, its employees, agents or any other person invited or permitted by Lessee to use or be in, on or about the Space including, but not limited to, any claims for damage caused to the Space, Lessee's Vehicle stored thereon, or claims for personal injury.

### 13. EVENTS OF DEFAULT.

(a) In addition to other events, for avoidance of doubt, each of the following shall constitute an event of default under this Agreement: (1) default by Lessee in making required payment(s) hereunder including, but not limited to, any Rental Payment(s), and the continuance of such default for thirty (30) consecutive days; (2) any default or breach by Lessee of any of the terms of this Agreement, including without limitation any event set forth in Section 8(f) of this Agreement; (3) default by Lessee in the performance of any obligation, covenant or liability contained in this Rental Agreement or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of the Space, or any lien, levy, seizure or attachment of the Vehicle stored on the Space; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against Lessee.

(b) Upon Lessee's default, (1) Lessor has the right to accelerate all payments due from Lessee hereunder; (2) terminate the use of the Space and/or this Rental Agreement as to the storage of the Vehicle on the Space; (3) take possession of the Space, and for this purpose, enter the Space without the consent of Lessee; (4) direct Lessee at its expense to promptly prepare the Space for possession by Lessor; and/or (5) Lessor may take any and all other such action that is permitted under law, in equity or otherwise against Lessee. Lessee waives any and all rights or claims of sovereign immunity and any Vehicle remaining on such Space upon its return will be deemed abandoned by Lessee.

**(c) THE VEHICLE STORED ON THE SPACE IN CONNECTION WITH AND PURSUANT TO THIS AGREEMENT WILL BE SUBJECT TO SALE OR OTHERWISE DISPOSED OF TO PAY FOR ANY CHARGES RELATED TO SUCH STORAGE OF THE VEHICLE AND WHERE ALL CHARGES HAVE NOT BEEN PAID FOR A PERIOD OF THIRTY (30) DAYS. ADDITIONALLY, THE VEHICLE STORED ON THE SPACE IN CONNECTION WITH AND PURSUANT TO THIS AGREEMENT WHERE ALL CHARGES HAVE NOT BEEN PAID FOR SUCH VEHICLE PURSUANT HERETO FOR A PERIOD OF SIXTY (60) DAYS MAY BE TOWED AWAY FROM THE LESSOR'S LOCATION AND THE SPACE.**

### 14. LESSEE'S VEHICLE AND LIEN.

(a) Lessee acknowledges and agrees that Lessor and its heirs, executors, administrators, successors, and assigns have a lien upon the Vehicle of Lessee located on the Space or otherwise at the location of Lessor for rent, labor, and all other charges, present or future, in relation to such Vehicle, and/or for expenses necessary for the preservation, or expenses reasonably incurred in the sale or other disposition of such Vehicle.

(b) At the end of the Rental Term, Lessee shall remove the Vehicle of Lessee from the Space provided that, if the Vehicle shall remain located in the Space at such time, such Vehicle shall be considered abandoned and Lessee consents to Lessor's possession and disposal of such Vehicle without notice or accounting to Lessee, the costs and expenses of such disposal, including reasonable attorneys' costs related thereto, shall be paid for and/or reimbursed by Lessee.

(c) Lessee represents and warrants that it has disclosed to Lessor any lienholder with an interest in the property that Lessee will be storing in the Space. Lessee hereby agrees to immediately update this information should a lien be placed on any of Lessee's stored property.

**15. FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans. employment qualified individuals with disabilities, and qualified protected veterans.**

**16. NON-BAILMENT.** Lessee acknowledges and agrees that with respect to Lessee's Vehicle stored on the Space, Lessor is not a bailee of Lessee's Vehicle; there is no warehouseman relationship between Lessee and Lessor; the relationship between Lessee and Lessor is that of landlord and tenant, and Lessor does not take care, nor custody, nor control of Lessee's Vehicle stored on the Space.

**17. GOVERNING LAW.** This Agreement and the rental of the Unit shall be governed in all respects by, and interpreted in accordance with the laws of the State of Colorado (including, but not limited to, provisions relating to Self-Service Storage Facility Liens, C.R.S. 1973, 38-21.5-101 et seq.), without regard to its conflicts of laws' provisions.

**18. VENUE; LITIGATION COSTS.** It is agreed that the venue for a legal action relating to this Agreement or the rental of the Space shall be proper if brought in Alameda County, State of California. Subject to Section 12 (Waiver and Indemnification), if any legal proceeding is brought arising out of or in connection with this Agreement and/or the rental of the Space (including, but not limited to, related to the collection of amounts due hereunder by Lessee to Lessor), the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such proceeding(s), in addition to any other relief to which he or it may be entitled.

**19. MEDIATION, ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement and the rental of the Space including, but not limited to, breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of this Agreement and the rental of the Space is a matter of interstate commerce.

**20. NOTICES.** All notices or any other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when: (a) personally delivered; (b) seven (7) days after having been mailed by United States Priority Mail with tracking number, which shall constitute verified mail; (c) two (2) days following delivery by an overnight courier service properly addressed to the receiving party and confirmed as having been delivered by such overnight courier service; or (d) delivered by electronic mail transmission only upon and after acknowledgment of receipt by the intended recipient (if ever) following correct dispatch by the sender. All such notices or other communications shall be addressed to the parties at the addresses of the respective parties first stated above or at such other addresses as either party may designate or change by written notice to the other party in like manner as described in this Section.

**21. ASSIGNMENT.** The Agreement will be binding on each of the parties hereto, their successors and assigns; notwithstanding the foregoing, this Agreement may not be assigned or transferred, in whole or in part, by Lessee without the prior written consent of Lessor, any such assignment or transfer without the consent of Lessor will be void. No subletting of the Space by Lessee to a third-party is permitted.

**22. WAIVER; SEVERABILITY.** No waiver by Lessor of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Lessor. No failure by Lessor to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise by Lessor of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**23. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and may not be amended by Lessee under any circumstances except pursuant to a writing signed by Lessor; notwithstanding the foregoing, this Agreement and the terms related to the Rental of the Space may be amended from time to time by Lessor in its sole discretion including, but not limited to, an increase in the monthly rental rate for the Space provided hereunder, by giving Lessee thirty (30) days prior written notice of such amendment to this Agreement and the rental of the Space.

**24. USE OF FACSIMILE COPIES; COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The reproduction of signatures to this Agreement by means of a facsimile and/or electronic mail shall be treated as though such reproductions are executed originals.

**25. PROOF OF OWNERSHIP AND REGISTRATION.** Prior to occupying the Space, Lessee shall deliver to Lessor copies of all documents available to demonstrate proof of ownership of the Vehicle, including such Lessee's current registration of the Vehicle with the State's Department of Motor Vehicles (in the case of an automobile) or the State's Department of Natural Resources (in the case of a boat). Lessor shall have the right to refuse Lessee's access to the Space if the Lessor is not satisfied with the documentation of ownership and registration

provided by Lessee. This Rental Agreement will be deemed terminated if Lessee cannot provide ownership documentation for the Vehicle to satisfy Lessor.