



Rental Agreement

This Rental Agreement ("Agreement") is a legally binding contract entered into by and between you and Casey Moving Systems for your lease of one or more container(s) from Casey Moving Systems. In this Agreement, you are referred to as "Tenant" or "you" and Casey Moving Systems is referred to as "Lessor," "we", or "us." If there is any inconsistency between the various parts of this Agreement, the Terms and Conditions section of this Agreement shall govern. If you have any questions about your Agreement, or you are missing any part of your Agreement, please call 209-531-9010 or visit our website at www.caseycontainers.com

IMPORTANT NOTICES

Loss or Damage to Container or Your Contents:	Restrictions on Use of Container:	Fees and Charges:
<p>Any property stored in the container by you is NOT insured by us for any loss, damage or injury. All risk of storage in the container is yours.</p> <p>We do not provide any protection whatsoever for your benefit for the container or its contents. Providing adequate insurance for contents of the container is your sole duty and responsibility.</p> <p>If we incur any loss from your use of the container, you will be required to defend, indemnify and hold us harmless.</p> <p>We have no duty whatsoever to carry any insurance on the property you place in the container.</p> <p>You are solely responsible for any and all damage to the container that occurs while it is at your Remote Location unless you opt to pay for a Container Damage Waiver.</p> <p>We do not offer insurance to protect against the loss of your property. We may refer you to a third-party provider.</p>	<p>Follow the instructions you are provided when packing and loading your container.</p> <p>Do not make any alterations, or do any cutting, drilling, painting or marking on any interior or exterior surface of the container.</p> <p>Do not store any collectibles, heirlooms, jewelry, work of art or any property having special or sentimental value to you in the container.</p> <p>Food, perishables, alcoholic beverages, any living creature or organism, dead animal or other carcass, wet or moldy property, or corrosive, toxic, hazardous or chemical materials of any kind may not be stored in the container.</p> <p>Do not use any gasoline, oil, fuel, grease, paint, turpentine, or other highly combustible materials, explosives, fireworks, ammunition, controlled substances, volatile, flammable or hazardous substances in or around the container.</p> <p>Occupancy of the container for dwelling purposes or residential purposes is prohibited.</p>	<p>All rent and other charges are set forth on <u>Appendix A</u> to this Agreement. If you change your order, we will update <u>Appendix A</u> to reflect those changes and send a copy to you.</p> <p>Rental payments are due in advance of each month. If you change your mind after ordering a container, your pre-payment will not be refunded.</p> <p>The container is not climate controlled. If you desire climate controlled warehousing of the container, additional charges may apply.</p> <p>Each container must be rented for a minimum of one month. You will not receive any refund for unused days if you return the container before the end of the month.</p> <p>If rent is not paid within 10 days past due, a late charge of \$15 per container will be assessed. A \$30 fee will be assessed for any payment check returned to Lessor on account of insufficient funds.</p> <p>A \$25 per container cleaning fee will be assessed if you do not sweep and remove all contents and debris from the container, before returning it to us.</p> <p>A \$35 per container fee will apply if you direct Lessor to place the container on a non-paved surface at your Remote Location.</p>

"NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail and by certified mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us in writing of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you."

MILITARY SERVICE MEMBERS – PLEASE READ

The Servicemembers Civil Relief Act (formerly called the Soldiers' and Sailors' Civil Relief Act) is a United States federal law that provides certain protections to soldiers, sailors, airmen, and Marines while they are in active military service of their country and for up to a year after active duty. It is important for you to let the Lessor know if you are covered by this law. If you are unsure, you can contact your nearest Armed Forces Legal Assistance Program office for guidance.

(CHECK ONE)

- I am covered by the Servicemembers Civil Relief Act.
- Am NOT covered by the Federal Servicemembers Civil Relief Act.

[Redacted Signature Area]

[Redacted Address Area]

[Redacted Contact Information Area]

[Redacted Signature Area]

TERMS AND CONDITIONS

1) **RENTAL OF CONTAINER:** Lessor hereby rents to Tenant one or more container(s) (each, a "container") for the period of time ("Rental Term") set forth on Appendix A attached hereto and incorporated by reference herein. Tenant may use the container for storage either at Tenant's residence or one or more addresses designated by Tenant on Appendix A (each, a "Remote Location") or at one or more of Lessor's, or Lessor's dealer's storage properties (each, a "Facility"). Lessor shall attempt to store the container at the Facility closest to Tenant's address, space permitting. During the term of this Agreement, subject to availability, Tenant may elect to have Lessor transport the container to and from one or more of Lessor's Facilities or one more of Tenant's Remote Location(s), on the terms and conditions then agreed upon by the Lessor and Tenant, and any such changes shall be recorded on Appendix A to this Agreement. **Each container is rented with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Further, the parties expressly understand and agree that it is the parties' intention that any laws, including without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Agreement.**

2) **TERM:** The term of this Agreement shall commence on the date set forth in the Signature Section of this Agreement attached hereto, and shall continue thereafter until the last day of the Rental Term set forth on Appendix A or until this Agreement is terminated by one of the Parties as set forth herein.

3) **RENT AND OTHER CHARGES:** The rent for the container and any additional charges for products or services requested, or otherwise assessed in this Agreement, shall be set forth on Appendix A, which may be updated by Lessor from time to time during the term of this Agreement to reflect change orders requested by Tenant. During the term of this Agreement, Lessor may adjust its monthly rental charges by giving to Tenant written notice of the adjustment not less than thirty (30) days prior to the effective date of such adjustment. All other terms and conditions of this Agreement shall remain in full force and effect regardless of any such adjustment. All rent and additional charges must be paid in advance of the due date without deduction, prior notice, demand, or billing statement. Tenant will not be entitled to a refund of any prepaid rent, whether or not the container continues to be in use by Tenant or whether Tenant elects to have the container picked up by Lessor prior to the end of the Rental Term.

A. **Monthly Rental** – Monthly rental charges shall be due in advance of the date that the container is first delivered to Tenant. Rent is payable by any method of payment authorized by Lessor. If paying by credit or debit card, the card will be charged prior to the day of delivery. If Lessor specifically authorizes Tenant to pay by means other than by credit or debit card, Lessor must receive payment on or prior to the scheduled delivery day, or delivery will not be effectuated. Subsequent monthly rental fees are due on the anniversary of the original due date or the last day of the month if the corresponding date does not exist in a subsequent month.

B. **Additional Charges** – Additional charges including, but not limited to: delivery charge, pickup charge, taxes, and Facility access charge may apply based on the products and services requested by the Tenant. The amount of these charges and the schedule of payment for them are set forth on Appendix A.

C. **Provisions for Late Payment** - If Tenant fails to pay the rent or applicable additional charges by the 10th day after the due date, Tenant shall pay a late charge of \$15.00 per container, in addition to any other amounts due. If Tenant is delinquent in the payment of rent or other charges for more than thirty (30) days, Tenant shall pay a lien handling charge of \$25.00 per container for Lessor's cost in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event that Lessor has authorized payment by check, Tenant shall pay a \$30.00 returned check charge for any payment check returned to the Lessor on account of insufficient funds.

D. **Rescheduling Charges** – In the event that Tenant elects to reschedule either a delivery and/or pickup of a container, he or she must notify Lessor prior to 3:00 p.m. the day **before** the originally scheduled delivery and/or pickup service. In the event that Tenant fails to provide Lessor with notice of the need to reschedule either a delivery and/or pick up of a container, Tenant shall pay a \$50.00 per container rescheduling fee.

E. **Charges on Credit or Debit Cards** – If Tenant has provided Lessor with a credit or debit card number upon entering into this Agreement, Tenant agrees that Lessor is authorized to charge to, or debit from, that credit or debit card account all rental fees and additional charges for products and services ordered by Tenant or which otherwise become due under this Agreement, including recurring charges as set forth on Appendix A and any late fees, rescheduling fees, termination fees or processing charges provided for under this Agreement. Tenant also agrees Lessor may place a block on or hold on Tenant's available credit limit or balance prior to the actual charge or debit to the account.

4) **PLACEMENT OF CONTAINER AT REMOTE LOCATION:**

A. **General Rules and Restrictions.** If Tenant desires that the container be located at Tenant's Remote Location(s), Tenant should attempt to be present at the Remote Location(s) at the time of delivery to specify the "parking area" for the container. If Tenant is unable to be present at the time of delivery, Tenant must designate a "parking area" at the Remote Location(s) for placement of the container by describing the parking area to Lessor's representative or providing written instructions to Lessor. Lessor will normally attempt to place the container on a paved surface or driveway at the Remote Location, subject to Tenant's sole discretion. Tenant understands that the designated container "parking area" must have adequate height, depth, width and maneuvering space. Tenant acknowledges that it may be necessary for Lessor to move the vehicle transporting the container and the container onto a lawn or other unpaved area in order to place the container in the "parking area" designated by Tenant. Tenant agrees not to move the container without Lessor's written consent, and agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, injuries, deaths, costs and expenses (including without limitation reasonable attorney's fees and expenses) arising out of or in connection with the placement of the container. Tenant acknowledges that Lessor may refuse to place the container at Tenant's designated "parking area" for any reason in Lessor's sole discretion and that Lessor may levy a surcharge for what Lessor, in its sole discretion, determines to be a difficult, unsafe or hazardous placement of the container, which surcharge must be paid to Lessor before Lessor delivers the container to Tenant if Lessor so demands. Tenant also agrees to pay any additional fees to cover labor and equipment costs for moving or relocating the container in these instances. A \$35 charge will apply when Tenant requests the container to be placed on a non-paved surface at Tenant's Remote Location(s). The definition of a non-paved surface is any area which lacks enough square footage of concrete or asphalt to fully support the entire underside of each container.

B. **Right to Property and Grant of Access to Property.** Tenant hereby warrants and represents that Tenant has ownership of the property designated as the Remote Location or that Tenant is an authorized agent of the owner of such property, or that Tenant has permission from the owner of such property to occupy the property and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required, and grants Lessor such access whenever Lessor deems it necessary, in Lessor's sole discretion, to enforce any of Lessor's rights under this Agreement or under any applicable federal or state law.

C. **Local Ordinances and Regulations.** Tenant's use of the container is subject to county, city, state and local ordinances, rules, taxes and regulations including deed and homeowner restrictions. Tenant assumes full responsibility for any fines, taxes, levies or penalties, monetary or otherwise, resulting from Tenant's use of the container. If a governing body requires Lessor to move or remove the container from

the Remote Location, Lessor will attempt to notify Tenant of such requirement. Tenant hereby grants to Lessor full authority to comply with any and all governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the container is located (other than a Facility), and the landlord of the property demands that the container be moved or relocated, Tenant hereby grants Lessor full authority to comply with landlord's request, and agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney's fees and expenses) arising out of or in connection with any alleged damage to the landlord's or Tenant's property in connection therewith. Tenant also agrees to pay any additional fees to cover labor and equipment costs for moving or relocating the container in these instances.

5) USAGE OF CONTAINER: Tenant shall store only personal property owned or permitted to be used by Tenant in the container and Tenant covenants that Tenant will not store property that is the property of another or in which another has sole right, title or ownership interest in the container, without obtaining the prior permission of such other person. Tenant further acknowledges and agrees:

A. No illegal, corrosive or contaminated materials, moldy or water damaged property, perishable property, infested materials (rodent, insect or other), smoke damaged materials, flammable materials, fuel, or other inherently dangerous materials may be stored in the container.

B. No property will be stored in the container which would violate any law or regulation of any governmental authority, including, but not limited to, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material, explosives or waste that is or becomes regulated under any applicable local, state or federal law or regulation.

C. The container is not intended or suited for the storage of irreplaceable or invaluable property such as photographs, money, securities, jewelry, coins, valuable papers, information stored in electronic medium, licenses, books, collectibles, medical or financial records, writings, works of art, heirlooms, precious archives, items for which there is no immediate resale market, objects having special or sentimental value to Tenant (or anyone claiming by or through the Tenant), or for records or receipts relating to the stored property. This is not intended to be an exhaustive descriptive list of the items not suited for storage in the container.

D. The container may not be used or occupied, and is not intended for use or occupancy, as a dwelling, or for human or animal habitation, or any other residential purposes.

E. The maximum weight of Tenant's property stored in the container may not exceed 7,500 pounds per container.

Tenant agrees to maintain the container in good condition and not to use the container in any manner that will constitute waste, nuisance or unreasonable annoyance to others at the Remote Location, or to other Tenants at a Facility. Tenant will not use nails, screws, hooks, fasteners or hardware on any interior or exterior surface of the container and agrees not to alter, cut, drill, paint or otherwise mark on any interior or exterior surface of the container. Tenant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the container, its use, and its location and agrees to defend, indemnify and hold Lessor harmless for any and all claims, liability, costs, attorney's fees and expenses arising from Tenant's breach of this provision.

6) INDEMNIFICATION BY TENANT: TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DEALERS, AFFILIATES, AGENTS AND INDEPENDENT CONTRACTORS, THE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS OF EACH OF THE FOREGOING, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING ("COLLECTIVELY INDEMNIFIED PARTY(IES)") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES, DEATHS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY "CLAIMS(S)") ASSERTED OR INCURRED BY ANY PERSON(S) OR ENTITY(IES) (INCLUDING WITHOUT LIMITATION TENANT AND TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, CUSTOMERS AN VISITORS (COLLECTIVELY TENANT'S GROUP")) ARISING OUT OF OR IN CONNECTION WITH:

A. ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON TENANT'S PART TO BE PERFORMED UNDER THIS AGREEMENT; AND/OR

B. ANY PHYSICAL DAMAGE TO THE CONTAINER WHILE IT IS STORED AT TENANT'S REMOTE LOCATION OR WHICH IS DUE TO TENANT'S FAILURE TO COMPLY WITH LESSOR'S INSTRUCTIONS FOR PROPER USE OF THE CONTAINER; AND/OR

C. ANY PHYSICAL DAMAGE TO THE SAM OR THE FACILITY ARISING FROM THE NEGLIGENT OR DELIBERATE ACT OR OMISSION OF TENANT OR ANY OF TENANT'S GROUP OR FOR WHICH TENANT IS OTHERWISE RESPONSIBLE; AND/OR

D. TENANT'S OR ANY OF TENANT'S GROUP'S USE OF THE CONTAINER, THE CONDUCT OF TENANT'S BUSINESS OR ANY ACTIVITY, WORK OR THING DONE, PERMITTED OR SUFFERED IN OR ABOUT THE CONTAINER IN EACH CASE UNDER THIS CLAUSE (D) EVEN IF THE APPLICABLE CLAIM ARISES OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OF THE APPLICABLE INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT THE PROVISIONS OF THIS CLAUSE (D) SHALL NOT APPLY TO THE EXTENT THE LOSS IS DIRECTLY AND PROXIMATELY CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY; AND/OR

E. ALL ATTORNEYS' FEES, EXPENSES AND LIABILITIES ACTUALLY INCURRED BY THE INDEMNIFIED PARTIES IN THE DEFENSE OF ANY INDEMNIFIABLE CLAIM, INCLUDING COSTS OF APPEAL, SETTLEMENT AND/OR DEFENSE.

TENANT, AS A MATERIAL PART OF THE LESSOR'S CONSIDERATION, HEREBY ASSUMES ALL RISK OF LOSS OR DAMAGE TO TENANT'S PROPERTY OR INJURY TO, OR DEATH OF, PERSONS IN OR ABOUT THE CONTAINER ARISING FROM ANY CAUSE INDEMNIFIABLE BY TENANT HEREUNDER, AND TENANT HEREBY WAIVES ALL CLAIMS INCLUDING BUT NOT LIMITED TO SUBROGATION CLAIMS IN RESPECT THEREOF AGAINST LESSOR.

IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LESSOR OR ANY OF THE OTHER INDEMNIFIED PARTIES BY REASON OF ANY INDEMNIFIABLE CLAIM, TENANT, UPON NOTICE FROM LESSOR, SHALL DEFEND THE SAME AT TENANT'S EXPENSE USING COUNSEL REASONABLY SATISFACTORY TO LESSOR, AND LESSOR SHALL COOPERATE WITH TENANT IN SUCH DEFENSE. TENANT SHALL NOT SETTLE ANY CLAIM WITHOUT THE CONSENT OF THE INDEMNIFIED PARTY, UNLESS SUCH SETTLEMENT INVOLVES ONLY THE PAYMENT OF MONEY AND THE CLAIMANT PROVIDES TO THE INDEMNIFIED PARTY A RELEASE FROM ALL LIABILITY IN RESPECT OF SUCH CLAIM. IF THE SETTLEMENT OF THE CLAIM INVOLVES MORE THAN THE PAYMENT OF MONEY, TENANT SHALL NOT SETTLE THE CLAIM WITHOUT THE PRIOR CONSENT OF THE INDEMNIFIED PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

TENANT SHALL MAKE ALL PAYMENTS PURSUANT TO THE INDEMNIFICATION PROVISIONS CONTAINED HEREIN WITHIN TEN (10) DAYS AFTER DELIVERY OF A NOTICE OF CLAIM THEREFOR BY THE INDEMNIFIED PARTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE CONTAINER OR THE FACILITY FOR WHICH TENANT IS RESPONSIBLE, ALL EXPENSES REASONABLY INCURRED BY LESSOR TO REPAIR OR RESTORE THE CONTAINER OR THE FACILITY INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS, OR ANY CLEAN-UP, REMOVAL OR

RESTORATION WORK REQUIRED BY ANY APPLICABLE LOCAL, STATE OR FEDERAL LAW OR REGULATION OR AGENCY REGULATING ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE, SHALL BE PAID BY THE TENANT AS ADDITIONAL RENT AND SHALL BE DUE UPON DEMAND BY LESSOR.

7) PACKING AND PACKAGING: Tenant acknowledges that unless other arrangements are made with Lessor prior to the times that services are performed, that Tenant assumes full responsibility and liability for packing, loading, and securing Tenant's property within the container for all

of Tenant's intended uses, including over-the-road transportation. Tenant also acknowledges that Tenant assumes full responsibility and liability for removal, unloading or unpacking of the property from the container. Tenant may not request that Lessor or Lessor's dealers or agents assist in the packing, loading, securing, unloading or unpacking ("packing services") of the container. If Tenant disregards these directives and requests that Lessor or Lessor's dealers or agents provide Tenant with packing services, Tenant does so exclusively at his or her own risk, and agrees to defend, indemnify and hold harmless Lessor against any loss, damage, liability, claim, expense or injury to property or persons that may result from such packing services. **IF TENANT HIRES AN EMPLOYEE OF LESSOR OR LESSOR'S DEALER AND/OR AGENT TO PROVIDE OR ASSIST WITH PACKING, LOADING, UNLOADING, UNPACKING OR OTHER SIMILAR SERVICES ANCILLARY TO TENANT'S RENTAL OF THE CONTAINER, THEN TENANT HAS CREATED A "BORROWED SERVANT" ARRANGEMENT WHEREBY SUCH EMPLOYEE IS NOT ACTING AS AN AGENT, SERVANT, OR EMPLOYEE OF LESSOR OR LESSOR'S DEALER AND/OR AGENT, BUT RATHER AS A BORROWED SERVANT OF TENANT. TENANT AGREES THAT IN SUCH CIRCUMSTANCES SUCH EMPLOYEE IS SUBJECT TO TENANT'S SOLE DIRECTION AND CONTROL.**

8) LOCK: Tenant shall provide, at Tenant's own expense, a lock which Tenant deems sufficient to secure the container. Tenant shall not provide Lessor with any combination or keys to such lock.

9) LIMITATION OF LIABILITY: WHERE PERMITTED BY LAW LESSOR, ITS DEALERS, AFFILIATES, AGENTS, CONTRACTORS, AND INDEPENDENT CONTRACTORS, THE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS OF EACH OF THE FOREGOING, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING (COLLECTIVELY "RELEASED PARTY (IES)") HAVE NO RESPONSIBILITY OR LIABILITY TO TENANT OR TO ANY OTHER PERSON OR ENTITY FOR OR WITH RESPECT TO ANY CLAIM FROM ANY CAUSE RELATING TO TENANT'S RENTAL OF A CONTAINER, INCLUDING WITHOUT LIMITATION ANY RELEASED PARTIES' ACTIVE OR PASSIVE ACT, OMISSION, NEGLIGENCE, CONVERSION, DAMAGE CAUSED BY PLACEMENT OF THE CONTAINER, DAMAGE TO TENANT'S PROPERTY STORED WITHIN THE CONTAINER OCCURRING DURING OVER-THE-ROAD TRANSPORT, OR DAMAGE THAT OCCURS IF ANY RELEASED PARTY MOVES THE CONTAINER FOR LACK OF PAYMENT OR UPON ORDER OF ANY GOVERNMENT ENTITY OR LANDLORD, EXCEPT TO THE EXTENT THE CLAIM IS DIRECTLY AND PROXIMATELY CAUSED SOLELY BY THE APPLICABLE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF THIS LIMITATION OF LIABILITY PROVES UNENFORCEABLE FOR ANY REASON, TENANT AGREES THAT THE RELEASED PARTIES' AGGREGATE RESPONSIBILITY FOR ANY LOSS FROM ANY CAUSE WHATSOEVER SHALL NOT EXCEED A TOTAL OF .30 cents per lb. per article. Performance that is made impracticable pursuant to this paragraph shall give Lessor the right to suspend delivery of the container or otherwise perform hereunder, while the occurrence continues.

10) INSURANCE: Tenant acknowledges and agrees as follows:

A. All property is stored by Tenant at Tenant's sole risk. Property and contents insurance is Tenant's sole responsibility. Lessor does not maintain liability insurance on the contents of the container. Tenant may obtain insurance from the insurance company of Tenant's choice. To the extent Tenant chooses not to obtain insurance coverage for the full value of the Tenant's property stored in the container, Tenant agrees Tenant will be deemed self-insured and will personally assume all risk of loss and damage that could have been covered by insurance including loss or damage from burglary, fire, water, vandalism, vermin, and any other cause without limitation.

B. Lessor does not list, review or inspect the contents of the container, nor has interest in or concern with any value, quality or type of goods stored in the container pursuant to this Agreement, except to determine, upon notice or suspicion, whether prohibited items are being stored.

C. Lessor and Lessor's dealers and/or agents, affiliates, authorized representatives and employees (collectively "Lessor's Agents") will not be responsible for any loss that could have been insured, including without limitation, any loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents (collectively "Released Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for the Released Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents.

D. Lessor and Lessor's Agents are not an insurance company or insurance agents, and they do not sell insurance, do not act as any insurance company's agent, broker or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

11) ACCESS TO THE CONTAINER BY LESSOR AND THIRD PARTIES: Tenant shall grant Lessor and/or Lessor's Dealers and/or Agents access to the container upon three (3) days prior written notice to Tenant. Tenant shall grant the representatives of any governmental authority, including police and fire officials, access to the container without prior written notice to Tenant. Notwithstanding the foregoing, in the event Tenant shall not grant access to the container as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Agreement, Lessor, Lessor's Dealers and/or Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's lock(s) and enter the container for the purpose of examining the container or the contents thereof or for the purpose of making repairs or alterations to the container and taking such other action as may be necessary or appropriate to preserve the container, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Lessor's rights, all without being deemed in any manner guilty of trespass, conversion or any other basis of liability.

12) ACCESS TO THE CONTAINER BY TENANT: If the container is stored at a Facility, Tenant will provide a Tenant identification number to Lessor at the time of initial rental of the container. This number will be used by Lessor to identify Tenant and to allow Tenant to gain access to Lessor's Facility and to the container. Tenant shall give this identification to Lessor when requesting access or when scheduling a move or delivery of the container. Tenant agrees that Lessor shall have the right, but not the obligation, to refuse access to any person who does not provide the correct access identification. Tenant may authorize a 3rd party representative to have access by notifying Lessor in writing in advance and providing the Tenant identification number. Access to the container at a Facility shall be during Lessor's normal business hours, subject to Facility staff availability.

13) NO WARRANTIES BY LESSOR: LESSOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTIES AND REPRESENTATIONS REGARDING THE CONTAINER OR ANY FACILITY, INCLUDING WITHOUT LIMITATION (A) ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES AND REPRESENTATIONS AS TO MERCHANTABILITY, DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, CAPACITY, SUITABILITY, PERFORMANCE, QUALITY, FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF THE CONTAINER OR ANY FACILITY, AND (B) ANY WARRANTIES,

GUARANTIES AND REPRESENTATIONS REGARDING THE CONDITION, SAFETY, SECURITY OR NATURE OF THE CONTAINER, ANY FACILITY OR PROPERTY STORED THEREIN OR THEREON. TENANT HEREBY ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CREATE ANY DUTY, CONTRACTUAL OR OTHERWISE, OF LESSOR TO CREATE, MAINTAIN, INCREASE OR ENHANCE THE CONDITION, SAFETY, SECURITY OR NATURE OF THE CONTAINER OR ANY FACILITY. TENANT LEASES THE CONTAINER AND USES THE FACILITY "AS IS", "WITH ALL FAULTS", APPARENT OR OTHERWISE.

14) DEFAULT OF RENTAL AGREEMENT: The following will constitute a default by Tenant under this Agreement:

- A. Tenant fails to pay any installment of the rent or other charges required by this Agreement when due, and does not cure such failure within five (5) days after written notice to Tenant by Lessor; or
- B. Tenant fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent or other charges and/or fees, between Lessor and Tenant, and does not cure such failure within ten (10) days after written notice thereto to Tenant; or
- C. Tenant abandons the container. Unless otherwise provided by law, Tenant shall be deemed to have abandoned the container if Tenant has removed the contents and/or has removed Tenant's lock from the container and is not current on all obligations, including the payment of rent; or
- D. Tenant uses the container for illegal purposes, including, but not limited to: gambling for the purpose of gaming; allowing access in the same for brothel; or allowing illegal possession, sale, storage, manufacture or distribution of controlled substances within the container, or any other illegal activities; living within the container; storage of any prohibited items described above in this Agreement; or
- E. A petition in bankruptcy, insolvency or reorganization is filed by or against Tenant, an assignment for the benefit of creditors is made by or against Tenant, an execution, levy, garnishment or attachment is made against any of the assets of Tenant, or, if Tenant is a business entity, Tenant's dissolution, liquidation, or cessation of business without the prior consent of Lessor.

15) TERMINATION OF RENTAL AGREEMENT BY TENANT: Provided Tenant is not in Default, Tenant may terminate this Agreement by giving Lessor three (3) business days notice either by speaking with one of Lessor's call center representatives or in writing via certified or registered mail of Tenant's intention to terminate. Tenant will not be refunded any prepaid rents if Tenant terminates this Agreement before the regularly-scheduled expiration of the Rental Term. In addition, Tenant's credit card may be charged an additional \$50.00 per container in accordance with Section 3(E) of this Agreement if Tenant does not provide Lessor with the required notification prior to Termination of this Agreement.

16) TERMINATION OF RENTAL AGREEMENT BY LESSOR:

- A. Provided Tenant is not in default, Lessor may terminate the Agreement by giving Tenant seven (7) business days written notice via certified or registered mail to Tenant's last known address of Lessor's intention to terminate.
- B. Lessor may immediately terminate the Agreement upon any default by Tenant. In the case of immediate termination because of Tenant's default, Lessor shall provide Tenant with written notice via certified mail at Tenant's last known address.

17) SURRENDER OF THE CONTAINER UPON TERMINATION OF RENTAL AGREEMENT: Upon termination of this Agreement, Tenant shall immediately remove the contents of the container and Tenant's lock and shall tender possession of the container to Lessor in the same condition as delivered to Tenant. If Tenant fails to completely remove the contents of the container after termination, Lessor, at its option, may without further notice or demand, either directly or through legal process, re-enter the container and remove all property therein without being deemed guilty in any manner of trespass, conversion or any other basis for legal liability. Lessor may remove items left in the container and hold property as collateral for payment for removal services. Tenant shall sweep and remove all debris from the container or Tenant will be subject to a \$25 cleaning fee for each separate container.

18) LESSOR'S REMEDIES UPON TENANT'S DEFAULT: In the event of Tenant's default, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue any or all of the following remedies or any other remedies available under California law, or found elsewhere in this Agreement:

- A. Place Lessor's own lock on the container and may deny Tenant access thereto in a reasonable and peaceable manner pending payment without being deemed guilty of trespass or conversion; provided, however, Tenant may have limited access for the sole purpose of viewing the contents.
- B. To declare all charges and unpaid rent due and payable and terminate this Agreement by written notice to Tenant as described in paragraph 16.
- C. Repossess the container from the Remote Location and hold same at the nearest Facility with space available, at the expense of Tenant, pending payment.
- D. Bring an action to recover from Tenant the unpaid rent and other charges due at the time of the termination of the Agreement.
- E. Begin enforcement of Lessor's lien as described in Paragraph 19.
- F. Pursue any other remedy now or hereafter available to Lessor.

All rights, powers, options, and remedies given or granted to Lessor by this Agreement, or by law, are cumulative. No one of them is exclusive of the other and each may be pursued successively or concurrently as Lessor may elect. The exercise of any remedy, or failure to exercise any remedy, by Lessor shall not be deemed as a waiver or an election of remedies or preclude Lessor from exercising any other remedy in the future. **LESSOR SHALL BE ENTITLED TO RECOVER FROM TENANT ALL COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, INCURRED BY LESSOR IN ENFORCING ITS RIGHTS AND REMEDIES AVAILABLE PURSUANT TO THIS AGREEMENT AND/OR APPLICABLE LAW.**

19) LESSOR'S LIEN: IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT AND/OR OTHER CHARGES, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER PLACED IN THE CONTAINER WHEREVER LOCATED TO SECURE THE PAYMENT OF ALL RENTS AND OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN THE EVENT THAT CALIFORNIA STATE LAW DOES NOT SPECIFICALLY PROVIDE A LIEN AND/OR REMEDY FOR LESSORS OF PORTABLE SELF-STORAGE CONTAINERS, THE PARTIES AGREE THAT THE PROVISIONS OF CALIFORNIA'S SELF STORAGE STATUTE SHALL GOVERN THE LESSOR'S LIEN AND THE ENFORCEMENT OF SUCH LIEN. AS LESSOR HAS KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER, TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY THE APPLICABLE STATE LIEN LAWS.

20) RELEASE OF INFORMATION: Tenant hereby authorizes Lessor to release any information regarding Tenant contained in this Agreement or elsewhere as required by law, or if information is requested by law enforcement or official governmental agencies, or if information is requested through subpoena or court order. Lessor will endeavor to provide Tenant with advance notice of such release, if possible under the circumstances in Lessor's sole judgment, but Tenant shall have no recourse against Lessor, whether based on the provision of such notice or the lack thereof, or for the disclosure of any such information as set forth in this paragraph.

21) NOTICES: Except as otherwise provided for in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be served in person, served by recognized express overnight courier service, or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to either Tenant or Lessor to be served at the address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered. If mailed, service of such notice shall be deemed complete on the date of deposit either with a recognized express overnight courier service or in the United States mail, with postage thereon fully prepaid and addressed in accordance

with the provisions hereof; provided, however, notice from Tenant to Lessor will only be effective when actually received by Lessor. Tenant is advised that Lessor is under no duty to accept notices orally, or from any person or firm other than from Tenant.

22) CHANGE OF ADDRESS: Tenant shall be obligated, and Tenant covenants and agrees to provide Lessor with written notification of each and every address change by Tenant within seven (7) days of Tenant changing mailing addresses. If Tenant fails to provide such written notice of each and every address change as required herein to Lessor, then all notices mailed by Lessor to the Tenant's last known address as provided for in this Agreement shall be deemed complete upon deposit by Lessor of such notice in the United States mail, with postage thereon fully prepaid or sent via recognized overnight courier service.

23) ASSIGNMENT: Lessor may from time to time (a) assign or pledge this Agreement and/or any or all of the rents and/or other sums from time to time due and payable by Tenant to Lessor under or in respect of this Agreement, (b) assign, pledge, grant a security interest in and/or lien on and/or delegate any or all of its rights, obligations and/or duties under this Agreement, (c) sell the container so long as any such sale is subject to Tenant's rights under this Agreement and/or (d) grant a security interest in or lien on the container to secure indebtedness of, or for the direct or indirect benefit of, Lessor or any of its affiliates, and Tenant agrees that Tenant's rights and interest in and to the container are subject and subordinate in all respects to any such security interest or lien granted by Lessor. Tenant agrees, upon notice from Lessor of any such assignment, pledge, security interest or lien, to acknowledge receipt thereof in writing and, as instructed in such notice, to pay all amounts due or to become due under this Agreement to such assignee or secured party. Each such assignee or secured party will have all of the rights of Lessor under this Agreement but, unless otherwise agreed to in writing by such assignee or secured party, none of Lessor's obligations or duties under this Agreement (with Lessor being released from the performance of all obligations and duties assumed in writing by the applicable assignee or secured party and with Lessor remaining liable for the performance of all obligations and duties not assumed in writing by the applicable assignee or secured party). Tenant agrees that, unless otherwise agreed to in writing by the applicable assignee or secured party, it may not assert against any assignee or secured party any defense, offset, claim or counterclaim which Tenant may be entitled to assert against Lessor under this Agreement or otherwise.

Without the prior written consent of Lessor, Tenant may not assign, sublease, transfer or pledge this Agreement, the container, or any interest in this Agreement or in and to the container, or permit its rights under this Agreement or the container to be subject to any security interest, lien, charge or encumbrance. Tenant's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Tenant will not transfer or relinquish possession of the container without the prior written consent of Lessor.

24) SUCCESSION: The Parties hereto agree that all provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the Parties hereto.

25) CONSTRUCTION AND CHOICE OF LAW: This Agreement contains the complete understanding of the Parties and shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to rules governing choice of law. The Parties further agree that whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable California law. Further, the Parties hereto agree that if any provision of this Agreement shall be deemed invalid or prohibited under applicable California law, then such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision, or the remaining provisions of this Agreement.

26) WAIVER: After termination of this Agreement or after the service of any notice or after the commencing of any litigation or action or after final judgment or resolution of any litigation or action, no receipt of money by Lessor from Tenant shall renew, reinstate, continue or extend the term or affect any such notice. No waiver of any Default of Tenant shall be implied from any omission by Lessor to take any action on account of such Default if such Default persists or be repeated, and no express waiver shall affect any Default other than the Default specified in the express waiver and then only for the time and to the extent therein stated. No payment by Tenant or receipt and acceptance by Lessor of a lesser amount than the rent due and owed to Lessor shall be deemed to be other than part payment of the full amount then due and payable; nor shall any endorsement or statement on any check or any letter accompanying any check, payment of rent or other payment, be deemed an accord and satisfaction; and Lessor may accept, but is not obligated to accept, such part payment without prejudice to Lessor's right to recover the balance due and payable or to pursue any other remedy provided in this Agreement or by law.

27) FORCE MAJEURE, LOCAL REGULATION AND TAXES: Lessor shall not be liable for its failure to perform hereunder if performance is made impracticable due to any occurrence beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accident, labor disputes or shortages, government laws, ordinances, rules and regulations, inability to obtain material or equipment for transportation, and any other similar or different occurrence. Performance that is made impracticable pursuant to this paragraph shall give Lessor the right to suspend delivery of the container or otherwise suspend performance hereunder, while the occurrence continues. Tenant's use of container is subject to county, city, state and local ordinances, rules and regulations including deed and homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the container. However, Lessor is not responsible for advising or informing Tenant about any such ordinance, rule or regulation and is not representing that it has any such knowledge of any such ordinance, rule or regulation. Tenant shall pay, in addition to all payments of rent and other charges, the amount of all sales taxes, use taxes, personal property taxes, real property taxes and any similar taxes, assessments, licenses or fees imposed by any taxing authority and required to be collected or paid by Lessor on account Tenant's use of the container or its contents, or both. Tenant hereby assumes the sole duty to investigate and determine whether any such taxes, use taxes, personal property taxes, real property taxes, or similar taxes, assessments, licenses or fees will apply to this Agreement or to Tenant's use of the container.

28) FACILITY RULES AND REGULATIONS: Any additional rules and regulations shall be posted at the Facility in a conspicuous place and are made a part of this Agreement, and Tenant hereby agrees to comply at all times with all such rules and regulations while the container is stored at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the container, Facility, and all common areas of the Facility, or for the preservation of good order and, upon

the posting of any such amendments or additions in a conspicuous place at the container Facility, they shall become a part of this Agreement.

29) SURVIVAL: This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, representatives, successors and assigns, and all provisions contained herein shall survive the termination or expiration of this Agreement.

30) ARBITRATION: In the event the Parties cannot settle or resolve any dispute or claim, including but not limited to, any dispute or claim asserted by Tenant arising out of or relating to this Agreement, or dispute or claim regarding the property placed into the container by Tenant, any and all such claim(s) or dispute(s) shall be exclusively resolved through binding arbitration through the National Arbitration Forum ("NAF")

container Dispute Settlement Program, with no right to modify or vary any of the provisions of this Agreement. The Tenant and Lessor shall share cost of the arbitration equally. In the event the Parties cannot settle or resolve any dispute or claim, including but not limited to any dispute, claim or controversy asserted by Lessor arising out of or related to the Agreement, the breach thereof, or property affected thereby, regardless of the nature of the claim or dispute, any and all such claim(s) or dispute(s) may be resolved either through binding arbitration through the NAF Casey Moving Systems Dispute Settlement Program, with no right to modify or vary any of the provisions of this Agreement, or through the use of another forum, including but not limited to the right to file a lawsuit against Tenant in any court of competent jurisdiction, at Lessor's sole option.

31) CLAIMS: All claims for loss, damage, delay or overcharge shall be in writing. As a condition precedent to any claim adjustment, Lessee must present an original Rental Agreement, proof of payment in full of charges thereon, and upon request, the damaged property. Lessee must file any written transportation and storage related claim with Lessor within 15 days of the date upon which the empty container is retrieved from Lessee's RemoteLocation.

32) ENTIRE AGREEMENT: This Agreement (which consists of Important Notices, Terms and Conditions, Signature Page, and Appendix A) sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between the Parties with respect thereto. Each Party hereto acknowledges and agrees that there are no representations, warranties, or agreements by or between the Parties that are not fully set forth herein. No representative of Lessor is authorized to make any representations, warranties or agreements other than those expressly set forth herein. The Parties agree that this Agreement can only be amended by a writing signed by the Tenant or the Tenant's duly appointed representative, on the one hand, and an authorized officer of Lessor, on the other (except for Appendix A, which may be updated from time to time by Lessor to reflect change orders requested by Tenant).

33) DISCLAIMER: Lessor shall not be liable for damage resulting from heat, cold, condensation or other weather-related causes.

AGREEMENT TO RENTAL AGREEMENT

TENANT (CUSTOMER):

I have had the opportunity to read and understand all of the notices and terms and conditions contained on all pages of this Rental Agreement before signing it and understand that this is the entire Rental Agreement between the undersigned and Casey Moving Systems. As such, no statement, remark, agreement, or understanding, verbal or written, not contained herein, will be recognized.

Signature: _____

Print Name: _____

Date: _____

[remainder of page left intentionally blank]