

THANK YOU FOR CHOOSING



We want to thank you for choosing 1-800-PACK-RAT. Our top priority is to ensure that you are satisfied with your experience from start to finish.



To get you started, we have enclosed the following documents:

- Rental Agreement
- Contents Protection Plans and Provisions
- Payment Authorization
- Rental Agreement Terms and Conditions

Below are a couple of notes that will help ensure your services go as smoothly as possible:

- We recommend that you call us at 1-800-722-5728 as soon as possible to schedule your move or pick-up. The earlier you call, the more likely we'll have your preferred dates available.
- Please note that you will need to notify us in writing of any address changes that occur during your rental.
- Your rental start date is also your monthly billing/anniversary date. Be sure to call us before your monthly anniversary to avoid paying the next month's full rent.
- We recently launched our updated online account management system, My PackRat, where you can schedule appointments as well as manage payments. Visit 1800packrat.com and log in today for more information.

Order Number: _____ Facility: _____

Rental Agreement

You agree to be bound by all of the provisions of the Rental Agreement and Contents Protection Agreement including the attached terms and conditions and any provisions contained on the reverse side of any pages to the Rental Agreement or Contents Protection Agreement. The "Rental Agreement" includes this signature page, the Contents Protection Plans, the Payment Authorization Form, any applicable Contents Protection Agreement, the Order and the Rental Agreement Terms and Conditions. As used herein, 1-800-PACK-RAT includes 1-800-PACK-RAT, LLC and its affiliates, who will be providing certain services to you in connection with this Agreement.

Customer Signature

Customer Name (printed)

Date signed

LIEN INFORMATION:

☐ I agree there are no lien holders or secured parties who have an interest in the property that is or will be stored in the container.

You are required to disclose any lienholders or secured parties who have an interest in the property that is or will be stored in the Container. The name and address of any lienholder with an interest in the property that is or will be stored is:

ACTIVE MILITARY SERVICE INFORMATION:

☐ Yes

Check "Yes" if you are in active military service as of the date of this Rental Agreement.

By not checking "Yes," you acknowledge that you are not in active military service with the United States as of the date of this Rental Agreement and you agree to inform 1-800-PACK-RAT in writing in the event that you begin active military service with the United States at any time during the term of this Rental Agreement.

FOR CALIFORNIA RESIDENTS: You acknowledge that the California Self-Service Storage Facility Act requires 1-800-PACK-RAT to disclose to you, at least 72 hours prior to delivery to you of an empty Container, this Agreement and the terms and conditions set forth in Section 21707.1(a)(5) of California's Business and Professions Code. By initialing below, you acknowledge that 1-800-PACK-RAT provided you a document with such terms and conditions and that you fully understand and voluntarily waive 1-800-PACK-RAT's requirement to provide you with this Agreement and such terms and conditions at least 72 hours prior to the delivery to you of an empty Container. ____ (Customer Initials)

Contents Protection Plans

Basic Plan	Silver Plan
Damage Waiver	Damage Waiver Plus
\$9.99	Damage Waiver Plus \$5K Contents Protection \$38.95
	Damage Waiver Plus \$10K Contents Protection \$54.95
	Damage Waiver Plus \$15K Contents Protection \$64.95
	Damage Waiver Plus \$25K Contents Protection (recommended) \$89.95
	Damage Waiver Plus \$50K Contents Protection \$129.95
	Damage Waiver Plus \$75K Contents Protection \$169.95

At 1-800-PACK-RAT, we will always use our best efforts to keep your property safe and secure. However, sometimes events can occur that can damage your property. We offer a contents protection plan which provides coverage for damage or losses to your personal property while stored in our container. Like all self-storage, portable storage, and moving companies, we are not responsible for the items stored in our containers as we do not know what is stored nor are we in control of how items are packed. If you do not have homeowner's coverage or if you are not sure that your homeowner's insurance covers your property while in our container, our contents protection plan is a cost-effective solution. If you do have homeowner's coverage, deductibles typically run in the \$1,000 - \$2,500 range. Our deductible is \$100. In the unlikely event of a claim, your costs will be lower with our plan. Our plan also carries a damage waiver to cover any damage to the container itself. Our program is designed to provide you with peace-of-mind for the protection of your valuables.

What We Offer

The Basic Plan is our damage waiver plan that covers damage to the container when in your possession. If you select this option, you are not responsible for any damage to the container itself.* The basic plan does not protect your belongings.

The Silver Plan combines the Basic Plan with protection for your contents within the container. If you select this option, you have up to \$75,000 of protection for your household goods and personal effects while the container is in 1-800- PACK-RAT's possession or at your location.*

We will assume responsibility for damage or losses to your property caused by:

Fire or Lightning, Wind or Hail, Smoke, Weight of Ice, Snow or Sleet, Vandalism and Mischief, Falling Object, Collapse of the Warehouse, Collision, Overturn of truck, Overflow of water, Upset or overturning of the Container, or Burglary (excluding when the container is on-site at your location) with evidence of forcible entry to the Container.

What is not Covered?

We will **not** be obligated for loss caused by or resulting from any of the following:

- The storage or placement of items in the Container that are not to be stored or placed in the Container (as listed in the Rental Agreement)
- Intentional acts by you to the contents or the Container
- Damage caused by improper packing or normal shifting

Deductible. There is a \$100 deductible for all losses.

In the Event of Loss or Damage to the Property

If an event does occur that causes loss or damage, please call 1-800-PACK-RAT, be prepared to include a description of the property involved and a description of how, when and where the loss or damage occurred. If a law may have been broken, notify the police and file a report immediately.

For More Information

Please call 1-800-PACK-RAT (1-800-722-5728) or email movinghelp@1800packrat.com for assistance in determining which plan best suits your needs.

*Subject to the conditions and exclusions listed in the Rental Agreement

Contents Protection Provisions

By selecting and initialing below, you agree to accept or decline Container Damage Waiver (Basic Coverage) and Contents Protection (Silver Coverage):

Container Damage Waiver (Basic Coverage)

Under the Rental Agreement, while the Container is in your possession, you accept responsibility for damage to the Container and the cost of repairing it regardless of your fault or negligence, or the fault or negligence of any other person, or acts of God. If you elect Container Damage Waiver (Basic Coverage), we waive your responsibility for all of the cost of damage to the Container regardless of fault or possession subject to the actions that invalidate this waiver listed in the Rental Agreement. Note: Container Damage Waiver (Basic Coverage) does not provide any protection for the Contents of the Container. The election of Container Damage Waiver (Basic Coverage) is not mandatory and may be declined.

Cost: \$9.99 per month ☐ Accept _____ (Initial) or ☐ Decline _____ (Initial)

Contents Protection (Silver Coverage) (Includes Basic Coverage)

If you elect to have 1-800-PACK-RAT be responsible, as limited herein, for preserving and protecting specified Contents in our possession or care, custody and control (Contents Protection (Silver Coverage)), Container Damage Waiver (Basic Coverage) is included as part of Contents Protection (Silver Coverage).

You must initial one of the two lines below and by initialing one of the two lines, you agree with us as to our respective duties, obligations, and liabilities with respect to preservation and protection of the Contents in our possession, care, custody and control and damages arising from certain events:

_____ 1-800-PACK-RAT is released from any obligation to: preserve and protect or be liable for damage to the Contents in its possession or care, custody and control, regardless of fault, or to purchase insurance protecting the Contents from such damage. You shall be solely responsible for all damage to the Contents while stored in a Container, in transit, when in the care, custody or control of 1-800-PACK-RAT, or otherwise for obtaining insurance from an insurance company or agent of your choosing to protect against such loss.

or

_____ 1-800-PACK-RAT shall be responsible, as limited herein, for: preserving and protecting specified Contents in its possession or care, custody and control; and, loss arising from certain covered events. In consideration for 1-800-PACK-RAT assuming responsibility for damage, the monthly fee for the use of the Container and the services being rendered, including storage, if applicable (the "Monthly Rental Fee") shall reflect the additional cost to you. You understand that this is not an insurance policy or document and that you may purchase insurance from an insurance company or agent of your choice at any time. You further understand that the purchase of Contents Protection is not required and that Contents Protection may duplicate the coverage that you have through an insurance policy.

Please read the attached terms and conditions carefully as we will not be responsible for damage to certain types of property nor for damage resulting from specified events. Liability shall not exceed the replacement cost of the Contents as defined herein. Non-payment of fees will result in the immediate termination of this coverage and negate any obligation or liability we assume hereunder.

☐ Accept _____ (Initial) <u>or</u> ☐ Decline _____ (Initial)	Coverage Amount and Cost <i>See Delivery Ticket/ Order Confirmation</i>	Description of Goods (ex: Household Goods)
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Payment Authorization Form

Monthly Payment by Credit Card or Debit Card

- ☐ Either via the phone, checking this box or inputting your credit card or debit card into our system via your account, you hereby authorize 1-800-PACK-RAT, LLC to charge your credit card or debit card each month for the rental fee, taxes and all other charges or fees due, including (if applicable) a credit card surcharge fee. This authority is to remain in effect until 1-800-PACK-RAT, LLC receives written notification from Customer revoking such authorization. Customer must notify 1-800-PACK-RAT, LLC in advance of any changes to this information. Should you wish to change your payment method, please contact customer service.

You will receive an invoice monthly and your future charges will be automatically charged to your credit card or debit card. An affiliate of 1-800-PACK-RAT, LLC will be providing certain services to you under this Rental Agreement. 1-800-PACK-RAT, LLC will invoice and collect amounts on behalf of any such affiliates solely in 1-800-PACK-RAT, LLC's capacity as agent of such affiliate with respect to such services.

Rental Agreement - Terms and Conditions

This Rental Agreement ("Agreement") is by and between 1-800-Pack-Rat, LLC, a Delaware limited liability company, and one or more affiliates who will be providing certain services to you in connection with this Agreement (collectively, "1-800-Pack-Rat"; referred to as "us", "our" or "we") and "Tenant," (referred to as "you") whose name and residence address are set forth herein or otherwise set forth in the order confirmation email ("Order") issued by us for the purpose of renting a portable storage container (and storage place for such container, if applicable, as set forth in your invoice) and receiving related services and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder, whether actual, constructive or otherwise. Due to the nature of our business and its purpose being storage, it is further understood that we are not representing to you, in any manner whatsoever, that we are a "warehouseman" as such term is defined by applicable state statutes. Further, you expressly understand and agree that it is the parties' intentions 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. You accept this Agreement when you do any of the following: (a) provide a written or electronic signature, (b) attempt to or in any way use our services, (c) load or store property in a Container (defined below), or (d) pay us for any services. The parties agree as follows:

1. **Rental.** We agree to provide, and you agree to rent one or more 1-800-Pack-Rat portable storage containers (individually or collectively referred to as a "Container") of the number, size and type described in the Order, storage space for such Container, if applicable, and any additional property or services specified in the Order. You have the option to store the Container with us or have the Container remain at an address designated by you. If you elect to have us store the Container at our premises, you agree that we shall have the right and authority to store the Container at any of our, or our affiliates' or franchisee's, warehouses (a "Warehouse"). We will store the Container at the Warehouse identified in your confirmation email, space permitting or another Warehouse chosen by 1-800-Pack-Rat in the same geographic area. In the case of exigent circumstances 1-800-Pack-Rat may choose a Warehouse outside the geographic area. You shall have access to the Container only during specified hours, which are normally 8:30 am to 5:00 pm local time, by giving advance notice to us. If you elect not to store the Container at a Warehouse, the Container shall remain located at the address you designate. You authorize us to enter upon the property designated whenever we deem it necessary to enforce any of our rights pursuant to this Agreement or pursuant to any state or federal law. You warrant that you have an ownership interest in such real property and/or that you are an authorized agent of the owner(s) of such real property and have the right and authority to permit our unrestricted entrance upon such real property.

2. **Term; Rent; Termination.** The term of this Agreement commences on the date that the Container is delivered to you and continues on a month-to-month basis until terminated. If applicable, space for the storage of such Container shall be reserved in the Warehouse described in the preceding paragraph commencing on such date. You must pay us, in advance, monthly rent on each Due Date (defined below) in the amount set forth on the invoice ("rent"), without deduction, setoff, prior notice, demand or billing statement. The date the Container is first delivered to you shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. You must pay, in advance, at least one month's rent. You will not be entitled to a refund of any prepaid rent under any circumstances. Either party may terminate this Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro-rated if the termination occurs prior to the end of a full rental month. Upon 30 days' notice to you, the monthly rent may be adjusted by us effective the month following written notice to you specifying such adjustment. For the avoidance of doubt, 1-800-Pack Rat may increase, add or change any fees charged to Customer upon 30 days' prior notice to Customer. Any such adjustment will not otherwise affect the terms of this Agreement, all of which will remain in full force and effect. In the event you do not agree to the adjustment to monthly rent, you have the right to terminate this Agreement pursuant to the terms and conditions of this Section. Time is of the essence with regard to all payment obligations due under this Agreement. Please discuss any fees with our assigned Customer Care Team when scheduling services.

3. **Late Fees, Etc.** In the event you do not pay rent by the tenth (10th) day after the Due Date or the earliest date permitted by applicable law, you shall pay, in addition to any other amounts due, a late charge. If you are delinquent in the payment of rent or other charges due under this Agreement for more than 30 days, you shall pay a lien handling charge for our costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. A returned check is subject to an additional charge. In the event you are delinquent in the payment of rent or other charges due under this Agreement, including without limitation, late charges, handling charges and costs associated with the processing of your delinquent account, you authorize us to charge your credit card account, without your signature, for such amounts owed to us, even if you have selected another method of payment as the preferred method. We shall have no liability to you for charges applied to your credit card account so long as such charges are applied by us in good faith. We may require a security deposit in an amount set by us from time to time as a condition of entering into an Agreement, or as a condition of continuing the Agreement. Additional fees may be incurred in connection with moves between Warehouses. Non-refundable deposits may be required for such moves. You acknowledge and agree that we may engage third parties to perform certain services for you.

4. **Placement of the Container on Your Property.** You acknowledge that we will attempt to place the Container in your driveway or other paved surface and that such area shall be of adequate size and clearance to handle the weight and size of the Container. You authorize us to drive on your paved surface, lawn or other non-paved surface in order to deliver and retrieve the Container. In either case, you assume full risk for all damage resulting from the delivery, placement and retrieval of the Container and you relieve us from any responsibility for such damage. Upon initial delivery of a Container, You have 24 hours to inspect and accept the Container. You will be deemed to have accepted a Container ("Container Acceptance") unless you notify 1-800-Pack-Rat in writing that you are rejecting a Container. Upon use of a Container, you acknowledge and agree that you have had an opportunity to examine the Container and that such Container is satisfactory for all purposes for which you shall use it. If you reject a Container, within the acceptance period, the Monthly Rental Fee will be deemed to have not commenced or accrued. If you reject a Container for its own convenience, you shall be liable for certain Fees. You shall return each Container by notifying 1-800-Pack-Rat that the Container(s) are ready for pick-up at the location at which the Container was sent as part of the services, including storage, if applicable ("Destination") in Return Condition. "Return Condition" shall mean empty, clean, and in the same condition at the time of initial delivery at the point at which the services, including storage, if applicable, begin ("Origin"), less normal wear and tear, as determined by 1-800-Pack-Rat in its sole discretion. You shall incur a Cleaning Fee in the event a Container is not returned in Return Condition. You agree that you will not relocate the Container. In the event that you relocate the Container, you agree to pay an additional fee plus any cost or shipping associated with the retrieval of the Container. You acknowledge that the Container may not be placed in a public right of way, or on the property of another person without the consent of the owner of the property. You shall be solely responsible for determining whether you have permission to locate the

Container where you request it be placed. You grant us the right to move any of your property that interferes with our access to the Container or the proposed location of the Container.

5. **Compliance with Local Ordinances.** You acknowledge that your use of the Container (which will contain signage and business information) must be in compliance with any county, city and local ordinances, rules and/or regulations, including deed and homeowner restrictions. You assume responsibility for any fines or penalties, monetary or other, resulting from delivery, use or placement of the Container in violation of such ordinances, rules and/or regulations. You acknowledge we may retrieve the Container if federal, state or local authorities inform us that the placement of the Container violates any statute, ordinance, rule or regulation, without making any independent determination as to whether such a violation actually occurred or requires us to remove the Container. You give us full authority to comply with such requirements and release us of any liability for any resulting damage to your premises or property, and you shall indemnify and hold us harmless from any claims by the landlord for damage to the premises. Additionally, if you rent or lease the property where the Container is located, and the landlord asks that the Container be removed or relocated, you give us full authority to comply with landlord's request and release us of any liability for any resulting damage to your premises or property. Should the Container be removed by any person other than us, you assume all costs including but not limited to legal fees and removal and storage costs and fees that are incurred with the Container's retrieval and you agree to pay us for any damages that are associated with such removal and storage of the Container.

6. **Use of Container; Compliance with Law.** You agree to store only personal property that you own and not property that is claimed by another person or in which another has any right, title or interest. You shall not store any food or perishable goods, hazardous materials (defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container. You shall not store any personal property in the Container which would result in the violation of any law or regulation of any governmental authority, including, without limitation, 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 or waste that is or becomes regulated under any applicable local, state or federal law or regulation. You shall not use the Container in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Warehouse. You agree to abide by any rules promulgated by us governing the use of the Container and the Warehouse. Any new rules shall become part of this Agreement upon written notification to you. If we in our sole discretion determine that that your Container appears to be attracting insects or vermin, or otherwise appears to be in violation of this paragraph, we may, in our sole discretion, remove the Container from the Warehouse, or enter the Container and remedy any condition that is a violation of this paragraph, terminate this Agreement, or take any other action which we believe to be reasonably necessary. You acknowledge and agree that the Container and the Warehouse are not suitable for the storage of and you agree not to store heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to you and records or receipts relating to the stored goods and we will not be liable for any damage resulting to such items. You agree that the value of any of the foregoing items that you choose to store in the Container in violation of this provision shall be limited to the salvage value of the item's raw materials. You also acknowledge and agree that you will not store the following items in the Container: money, bank notes, securities, accounts, deeds and evidences of debt; letters of credit; bullion, gold, goldware, silver, silverware, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; motorcycles, motor vehicles and engines, trailers; property not owned by you or for which you are not legally liable; or computer software or programs, media or computer data contained on hard disks or drives. You specifically acknowledge: (a) that the Container may be used for storage only, and that the use of the Container for the conduct of business or for human or animal habitation is specifically prohibited; (b) that you assume full responsibility and liability for packing and unpacking your property in the Container and for securing and padding your property for transportation; and (c) that the maximum weight of your property shall not exceed 6,000 pounds (whether you rent a 16 foot or 12 foot Container) or 4,000 pounds (if you rent an 8 foot Container); and (d) that we shall not be liable for any damage to your property for any reason unless specifically assumed through the Contents Protection provisions of this Agreement. If a Container contains a prohibited material or item as identified above ("**Prohibited Item**"), 1-800-Pack Rat, and any carrier transporting the Container under this Rental Agreement may enter the Container and remove the Prohibited Item, dispose or sell the Prohibited Item at your expense, refuse to transport the Container, terminate transportation and storage of the Container before delivery to the Destination (and you shall be responsible for subsequent transportation and Container security), return the Container to the Origin as further provided for in this Rental Agreement, or demand that you immediately remove the Prohibited Item. You shall be responsible for paying all fees, costs and expenses incurred by 1-800-Pack Rat or any carrier transporting a Container as a result of the Prohibited Items. Additional Fees may apply.

7. **Insurance. ALL PROPERTY IS STORED BY YOU AT YOUR SOLE RISK. INSURANCE IS YOUR SOLE RESPONSIBILITY.** You personally assume all risk of loss, including damage to or theft of your property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of god, vandalism, mold or mildew or other vermin. You agree to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection provisions of this Agreement and making the additional payments thereunder, you may choose to have us contractually assume responsibility for specified loss. In such event, we shall assume responsibility for loss arising from specified named perils (such as fire, wind, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection agreement. You may choose to obtain supplemental insurance from your own homeowner or renter's carrier. To the extent you do not obtain insurance or contract with us to assume responsibility for specified loss and obtain insurance protecting your contents from such loss you waive all claims against us for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, neither we nor our agents will be responsible for, and you hereby release us and our agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") including, without limitation, any Loss arising from the active or passive acts, omission or negligence of us or our agents unless the Loss is directly caused by our gross negligence, fraud or willful misconduct, in which event we shall have liability for such Loss, but in an amount not to exceed the total of all rental amounts paid by you during the term of this Agreement, or for the 12 months preceding the date of the Loss, whichever is less. You waive any rights of recovery against us or our agents for any Losses and you expressly agree that the carrier of any insurance obtained by you shall not be subrogated to any claim you have against us or our agents. You understand that neither we nor our agents are an insurance company or insurance agents. We have not explained any coverage or assisted you in making any decision to purchase any particular insurance policy. We are not making any representations about the coverage provided by such insurance policy. Our agreement to assume responsibility for your contents is not an insurance transaction. Any insurance proceeds recovered by you from any policy regardless of who owned or procured the policy that compensates you for a Loss shall reduce the amount owed by us. The provisions of this paragraph will not limit the rights of us and our agents under Section 8.

8. **Limitation of Our Liability; Indemnity.** You shall defend, indemnify and hold us and our directors, officers, employees, affiliates and agents (the "Indemnified Parties") harmless from any loss, liability, claim, damage, costs, attorneys fees and other expense incurred by any Indemnified Party in any way or manner arising out of your use of the Container or Warehouse, including, but not limited to, (a) storing hazardous materials or other prohibited

items, (b) storing goods or materials of third parties, or (c) otherwise arising out of this Agreement, including your breach of this Agreement, claims of, or liabilities to, third parties. You agree that our and our agents', including, but not limited to, any third-party independent contractors' total aggregate responsibility for any loss, other than that specifically assumed through the Contents Protection agreement, shall not exceed the declared value listed in the applicable contents protection plan. **YOU WAIVE ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO YOU.** You further agree to defend, indemnify and hold us harmless from any loss, liability, claim, damage, costs, attorneys fees and other expense incurred by us in any way or manner arising out of your use of the Container, including claims of, or liabilities to, third parties. If you elect to have us contractually assume responsibility as set forth in Section 7 above: (a) our role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss, and; (b) our liability for specified loss shall not exceed our contractually agreed upon amount.

9. **Lock.** You shall provide, at your own expense, a lock for the Container which you, in your sole discretion, deem sufficient to secure the Container. You shall not provide us or our agents with a key and/or combination to your lock. All Containers must be properly locked by you prior to us moving them.

10. **Condition of Container; Damage Waiver.** Upon termination of this Agreement for any reason, you shall remove all of your personal property from the Container, unless such property is subject to our lien rights, and shall immediately deliver possession of the Container to us in the same condition as delivered to you, normal wear and tear excepted. You agree that any personal property left in the Container shall be deemed abandoned by you, and with respect thereto, you authorize us to remove such property from the Container and either dispose of it in any manner in our sole discretion and without liability to you or retain such property as collateral for payment of the removal charges and/or any other amounts due us. You shall not make or allow any alterations of any kind or description whatsoever to the Container. Damage to, loss or theft of the Container must be immediately reported in writing to us, and in no event no later than the following business day after the incident. While the Container is not in our possession, you accept responsibility for damage to the Container regardless of your fault or negligence or the fault or negligence of any other person or act of God. We, in our reasonable discretion, may make any necessary repairs and you shall pay us the amount necessary to repair the Container. You shall not have the Container repaired without our written permission. We offer optional Damage Waiver ("DW"). You may purchase DW from us, as set forth in the Contents Protection agreement. If you purchase DW, we agree, subject to the actions that invalidate DW listed below, to contractually waive your responsibility for all of the cost of damage to the Container regardless of fault or possession of the Container, provided DW shall be invalidated if the Container is: (a) deliberately damaged; (b) damaged due to your gross negligence; (c) damaged due to the storage of an item(s) prohibited by the terms of this Agreement; or, (d) if you fail or refuse to provide us, the police or other authorities with a full report of any accident or vandalism involving the Container or otherwise fail to cooperate with us, the police or other authorities in the investigation of any accident or vandalism. The Damage Waiver fee applies only to the Container and is not protection for the contents of the Container.

11. **Default; Remedies Upon Default.** The following events shall be events of default by you under this Agreement: (a) You fail to pay any amount on the respective due date; (b) You fail to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to you; or (c) You abandon the Container. If an event of default occurs, we have the right at our election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies under this Agreement if permitted under applicable law. We may immediately terminate this Agreement by giving notice to you, in which event you shall immediately surrender the Container to us and if you fail to do so, we may, without prejudice to any other remedy which we may have for possession or arrearages in rent, deny you access to the Container if located at a Warehouse or enter upon your premises and take possession of the Container and your property stored in the Container, and expel or remove you, without being liable for prosecution or any claim of damages therefore and you give us full authority to comply with the foregoing and release us of any liability for any resulting damage to your premises or property. You agree to pay to us on demand the amount of all loss and damage which we may suffer by reason of such termination, whether through inability to relet the Container on satisfactory terms or otherwise. Our remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to us. All expenses incurred by us that are connected with the collection of any and all outstanding balances owed by you will be assessed to you (including reasonable attorney's fees and other expenses).

12. **Our Lien.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, YOU HEREBY GRANT TO US A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER OR AT THE WAREHOUSE, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES OR FEES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT YOU ARE IN DEFAULT OF THIS AGREEMENT (AS DEFINED IN SECTION 11), WE MAY BEGIN THE ENFORCEMENT OF OUR LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER BY YOU, AGAINST ALL PROPERTY OF YOURS STORED IN THE CONTAINER OR AT THE WAREHOUSE IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOUR PROPERTY IS LOCATED WHEN WE COMMENCE THE ENFORCEMENT OF OUR LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE WAREHOUSE OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. THE PERSONAL PROPERTY IN THE CONTAINER MAY BE SOLD TO SATISFY THE LIEN IF YOU ARE IN DEFAULT. ALL MOVING, STORAGE AND/OR SALES COSTS ASSOCIATED WITH THE SALE OF YOUR PROPERTY SHALL BE YOUR RESPONSIBILITY. AS WE HAVE NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER, YOU HEREBY WAIVE ANY OBLIGATION THAT WE PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN YOUR CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS. IN THE EVENT YOU ARE IN DEFAULT OF THIS AGREEMENT SUCH AS BY THE FAILURE TO PAY RENT OR OTHER AMOUNTS OWED UNDER THIS AGREEMENT, YOUR PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY EVEN BE SOLD TO SATISFY THE LIEN.

13. **Forcible Entry.** We, our agents, as well as representatives of any government authority, including fire and police officials, will have the right in the event of an emergency or if otherwise required by applicable laws or regulations, to access the Container by removal of your lock. We also have the right to access the Container to exercise our rights as set forth in Section 12. We also have the right to enter the Container to make repairs to the Container and to ensure compliance with the terms and conditions of this Agreement or to comply with applicable laws or to enforce any of our rights. In the event of any damage to the Container or the Warehouse arising from your negligent or deliberate act or omissions, or for which you are otherwise responsible, all expenses reasonably incurred by us to repair or restore the Container or the Warehouse 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 materials, shall be paid by you and shall be due upon demand by us.

14. No Representations or Warranties. YOU ARE RENTING THE CONTAINER "AS IS" AND HAVE HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE CONTAINER AND WAREHOUSE. WE MAKE NO IMPLIED OR EXPRESS REPRESENTATIONS, WARRANTIES OR GUARANTEES OF THE NATURE, CONDITION, SAFETY OR SECURITY OF THE CONTAINER AND THE WAREHOUSE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. You acknowledge and agree that we make no warranties, representations or guarantees of the safety or security of the Container or the Warehouse or of any items stored therein and that we are under no obligation to provide such security or safety. You further acknowledge and understand that we make no assurances or guarantees regarding the time of pick-up or delivery of any Container. You have examined the Container, or will have the opportunity to do so before its use, and acknowledge and agree that by loading the Container with your belongings the Container is satisfactory for all purposes for which you shall use it.

15. Notices; Notice of Change of Address. Except as otherwise expressly provided in this Agreement or as required by law, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served 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 the party to be served at the address of such party provided for in this Agreement. Except as otherwise provided by law, service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Agreement. In the event you shall change your place of residence or alternate address from the place in this Agreement, you shall give us written notice of any such change within ten (10) days of the change, specifying your current residence and telephone numbers. Failure to provide forwarding information in writing releases us of any damages that might occur in the event that the Container must be removed or in exercising our remedies upon an event of default, unless directly caused by our fraud, willful misconduct or willful violation of law. We assume no responsibility and will make no attempts to locate you if such information is unavailable.

16. Assignment; Successor. You shall not assign this Agreement or assign or sublease the Container or any portion thereof. We may assign or transfer this Agreement without your consent, and, after such assignment or transfer, we shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

17. Governing Law/Jurisdiction/Waiver of Jury Trial. All terms and conditions of this Agreement shall be governed and construed pursuant to the laws of the State of North Carolina without giving effect to the conflicts of law's provisions of North Carolina. If any part of this Agreement is proven invalid that part alone will be held invalid without invalidating the remainder of that part or any part of this Agreement. You hereby waive your right to a jury trial for any and all claims made against or through us. You further agree that we will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Agreement and failure to do so will result in the forfeiture of said claim. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the county of Wake County and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.. You waive any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude you or us from bringing an action to enforce any judgment or judicial order in any other jurisdiction nor does it preclude us from filing a claim against you in any court of competent jurisdiction. In the event we are required to take any action to collect any amounts due under this Agreement, you agree to pay any expenses incurred by us in connection with such action, including reasonable attorney's fees. Any right granted herein to us may be exercised by our attorneys, representatives or agents. The parties agree that other than actions that we may take to collect any amounts due us under this Agreement recover possession of a Container or otherwise enforce the terms of this Agreement, disputes regarding this Agreement are to be first submitted to mediation.

18. Rules and Regulations. The rules and regulations of our Warehouse are posted at the Warehouse and are made a part of this Agreement and you shall comply at all times with such rules and regulations while at the Warehouse.

19. Force Majeure. We shall not be held liable for any delay, interruption, or failure to perform any of our obligations under this Agreement, and shall be excused from any further performance, due to circumstances (whether or not foreseeable) beyond our reasonable control that have rendered our performance commercially impracticable or impossible or that could only be mitigated using commercially unreasonable efforts, which circumstances shall include, but not be limited to, any act of god, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, transportation (including common carrier and other methods of ground transportation and shipping used in the ordinary course of business of the interstate moving industry) shortages, stoppages, or bottlenecks, inability to secure adequate labor or material, strikes, lockouts or other labor difficulties, slowdowns or disputes, failure or delay of transportation systems and networks, fires, floods, storms, explosions, power outages, severe weather conditions, earthquakes, or other catastrophes or serious accidents, embargoes or epidemics or pandemics, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority or any political subdivision or any department or regulatory agency thereof, including quarantine restrictions, stay-at-home orders or any requirements or restrictions of a similar nature in response to the foregoing. Our non-performance shall be excused, the time for performance extended for the period of delay or inability to perform without commercially unreasonable efforts to prevent, avoid, cure or mitigate such event, and, if you desire for us to perform once the period of delay or inability to perform has passed, you agree to pay any additional costs incurred as a result of such event or our costs to mitigate the event's impact on our ability to perform.

20. Personal Information. You hereby authorize us to release your personal information or information related to this Agreement as may be required by law or requested by government or law enforcement agencies, including but not limited to officials from local and state code enforcement agencies. You also authorize us or our agents to contact you using text messaging, an automatic telephone dialing system and/or a pre-recorded voice system regarding your account, including estimated delivery times and other operational matters.

21. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of us or our agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Upon 30 days' prior notice, we may make changes to the terms and conditions of this Agreement by either making the updated agreement available in your online account or by mailing the updated agreement to you.

22. CLASS ACTION WAIVER. CUSTOMER AND 1-800-PACK RAT EACH AGREE THAT ANY PROCEEDING IN LITIGATION WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. CUSTOMER AND PACK RAT AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN COURT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

FOR ARIZONA RESIDENTS: We will have a possessory lien on all of your personal property stored in the Container as of the date rent is unpaid and due; property stored in the Container may be sold or otherwise disposed of if you are in default; any insurance protecting the personal property stored in the Container against fire, theft or damage must be provided by you; a late fee will be charged for each month that you do not pay rent when due; you are required to disclose to us whether any property the sale or disposal of which is regulated by state or federal law will be stored.

FOR CALIFORNIA RESIDENTS: This Agreement is governed by the California Self-Service Storage Facility Act which is set forth in California's Business and Professions Code Sections 21700-21716. Your property will be subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days and that such actions are authorized by the California Self-Service Storage Facility Act.

FOR COLORADO RESIDENTS: All articles stored under the terms of this Agreement will be sold or otherwise disposed of if no payment has been received for a continuous thirty-day period.

FOR GEORGIA RESIDENTS: WE HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE CONTAINER, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN THE CONTAINER WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS THIRTY- DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON YOUR DEFAULT, WE MAY WITHOUT NOTICE DENY YOU ACCESS TO THE PERSONAL PROPERTY STORED IN THE CONTAINER UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE TENTH DAY AFTER THE DUE DATE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, YOU WILL BE IN DEFAULT FROM DATE PAYMENT WAS DUE.

FOR MARYLAND RESIDENTS: The property stored in the Container may be removed from the Container if you are in default for more than 60 days and sold to satisfy our lien. The sale of the property may be advertised in a newspaper of general circulation where the sale is to be held, by electronic mail or on an online web site.

FOR MASSACHUSETTS RESIDENTS: The property stored in the Container is not insured by us against loss or damage; we have a lien on your property as set forth in this Agreement; property stored in the Container may be sold to satisfy the lien if you are in default; the limit on the value of property stored in the Container set forth in this Agreement is our maximum liability for any claim; a late fee may be charged for each month that you do not pay rent when due.

FOR MICHIGAN RESIDENTS: You acknowledge that the Michigan Self-Service Storage Facility Act, MCL §570.21-570.527 requires us provide you with the following notice at the commencement of a rental agreement for storage space at a self-storage facility or in a self-contained storage unit. 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.

FOR MISSOURI RESIDENTS: We have a lien on your property as set forth in this Agreement and property stored in the Container may be sold to satisfy such lien if you are in default, and that any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by you within one year after the sale of the property.

FOR NEVADA RESIDENTS: YOUR PERSONAL PROPERTY WILL BE SUBJECT TO A CLAIM FOR A LIEN AND MAY BE SOLD TO SATISFY THAT LIEN IF THE RENT OR OTHER CHARGES DESCRIBED IN THIS AGREEMENT REMAIN UNPAID FOR 14 CONSECUTIVE DAYS. WE ADVISE YOU TO PURCHASE INSURANCE FOR YOU PERSONAL PROPERTY STORED IN THE CONTAINER. SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS. You are required to disclose to us whether any property the sale or disposal of which is regulated by state or federal law will be stored. FOR NEW MEXICO RESIDENTS: All items stored in the Container will be sold under the terms of the Self-Service Storage Lien Act -48-11-1 to 48- 11-9 NMSA 1978.

FOR NEW YORK RESIDENTS: Notice: The monthly occupancy charge and other charges stated in this Agreement are the actual charges you must pay. FOR OKLAHOMA RESIDENTS: All property stored under the terms of this Agreement may be sold or otherwise disposed of if no payment has been received for a continuous thirty-day period when due. You have the duty to safeguard the personal property stored in the Container from losses and we have no legal obligation to provide insurance to protect the property from loss.

FOR OREGON RESIDENTS: Your personal property is not protected by insurance held by us.

FOR PENNSYLVANIA RESIDENTS: We shall not be liable to you or a third party for the removal or sale of personal property which is not your property or upon which a prior lien has attached, unless notice shall have been given to us by you that the property placed in the Container was not yours. You are required to inform us of the nature and identity of any property placed in the Container which is not your property.

FOR SOUTH CAROLINA RESIDENTS: When rent is seven calendar days past due, or if any check given in payment is dishonored, you are considered to be in default, and we may deny you access to the property located in the Container. THIS IS YOUR NOTICE THAT YOU MAY BE DENIED ACCESS UPON DEFAULT. UPON DEFAULT BY YOU WE HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE CONTAINER FOR ALL MONIES OWED TO US. PERSONAL PROPERTY WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A

CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. WE DO NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT YOUR PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS YOUR RESPONSIBILITY TO PROVIDE SUCH INSURANCE.

FOR TENNESSEE RESIDENTS: All property stored under the terms of this Agreement may be sold or otherwise disposed of if no payment has been received for a continuous fifteen-day period when due.

FOR UTAH RESIDENTS: All articles stored under the terms of this Agreement will be sold or otherwise disposed of if no payment has been received for a continuous 30-day period. You are required to disclose to us any lienholders with an interest in property that is or will be stored in the Container.

FOR WASHINGTON RESIDENTS: You are required to disclose any lienholders or secured parties who have an interest in the property that is or will be stored in the Container. Your property will be subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for fourteen consecutive days, and that such actions are authorized by Chapter 19.150 RCW, Self-Service Storage Facilities.

Contents Protection Agreement - Terms and Conditions

The below establishes and clarifies the contractual liabilities of each party regarding: 1) damage to your property ("Contents") while the Container is in our possession, care, custody, or control, and 2) damage to the Container when it is not in our possession.

1. **Representations, Warranties and Duty to Insure:** As limited herein, we assume responsibility for protecting and preserving all Contents other than specific excluded property ("Covered Property") in our possession or care, custody or control from covered causes of loss and shall be liable for loss to Covered Property in excess of \$100 deductible paid by You. We assume responsibility for purchasing such insurance as we deem necessary to insure or financially back these obligations. We shall only be responsible for damages occurring during such period(s) for which you have paid us all required rental, transport, storage and/or service fees due.

2. **Coverage Period:** Coverage commences upon acceptance of this Contents Protection Agreement and continues until the earlier of: (i) the expiration or termination of the Rental Agreement, (ii) the date that the Container is returned to us, (iii) non-payment of any fees due to us, or (iv) the termination of this Contents Protection Agreement.

3. **Coverage Territory:** We only cover losses occurring in the United States of America.

4. **Property Not Covered:** Notwithstanding any other provision in this Contents Protection Agreement to the contrary, we do not assume any liability for loss or damage to the following types of personal property: heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to you and records or receipts relating to the stored goods, money, bank notes, securities, accounts, deeds and evidences of debt; letters of credit; bullion, gold, goldware, silver, silverware, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; motorcycles, motor vehicles and engines, trailers; property not owned by you or for which you are not legally liable; computer software or programs, media or computer data contained on hard disks or drives; or any property not permitted to be stored in the Container pursuant to the terms of the Rental Agreement.

5. **Covered Cause Of Damage:** We will only pay for loss to Covered Property resulting from: Fire Or Lightning; Windstorm or Hail but not loss caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the Container causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; Explosion; Riot or Civil Commotion; Aircraft or Vehicles; Smoke; Vandalism and Malicious Mischief; Weight of Ice, Snow or Sleet; Accidental Discharge or Overflow of Water or Steam from plumbing, heating, air conditioning or automatic fire protective sprinkler system; Falling objects, but only if the roof or an outside wall of the Container is first damaged by the falling object; Burglary (excluding when the Container is on-site at your location) with evidence of forcible break in and entry; Collapse of the Container or of a building onto the Container but only if the collapse was caused by a covered cause of loss; Federally Certified Acts of Terrorism (but not to include acts of chemical, biological and nuclear terrorism); and, Collision, upset or overturn while the Covered Property is in transit to or from our facility or to your designated location or at your Origin or Destination location.

6. **Exclusions:** We do not assume liability for damage to Covered Property while the Container is not in our possession, care, custody or control or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any sequence to loss: (i) Ordinance or law regulating demolition, clean up or removal of pollutants; (ii) Earth movement, meaning: earthquake, land shock, waves or tremors; volcanic eruption; landslide, mudslide and mudflow including earth shrinking, rising or shifting; or earth sinking, sinkhole collapse, subsidence, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; (iii) Water damage (other than as may be provided in Section 5 above), meaning: flood, surface water, waves, tidal water, overflow of a body of water, or their spray, all whether driven by wind or not; or mudslide or mudflow; water or water-borne material which backs up from a sewer or drain or which overflows or is discharged from a sump, sump pump or related equipment; or water or water-borne material under the ground surface, including water which exerts pressure on, flows, seeps or leaks through a foundation, wall, floor, ceiling, porch, sidewalk, driveway, swimming pool, paved surface, basement, door, window or other opening; (iv) War, civil war, insurrection, military action, discharge of any biological or chemical agent or a nuclear weapon, nuclear reaction, radiation, or radioactive contamination; (v) Intentional acts by or at your direction with the intent to cause loss or damage; even if the person committing the act is insane, intoxicated or otherwise impaired; (vi) Destruction, confiscation or seizure of property by order of any governmental or public authority; (vii) Presence, growth, proliferation or spread of mold, fungus, wet rot, mildew, bacteria, rust, corrosion, dampness, dryness, contamination, spoilage, decay (unless as a direct ensuing result of a covered loss set forth in Section 5 above) or any expense for testing, monitoring, abatement, mitigation, removal, remediation, restoration, neutralization, detoxification or disposal of such; (viii) Wear and tear, marring and scratching, deterioration, hidden or latent defect; nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; (ix) Chemical, biological and

nuclear terrorism and acts other than Federally Certified Acts of Terrorism; (x) loss occurring prior to or after the term of this Customer Protection Agreement; (xi) loss occurring prior to or after termination of the Rental Agreement; (xii) burglary when the Container is in your possession on-site at your location; (xiii) damage caused by repossession of the Container by us due to your failure to pay rent or any other amounts due us; (xiv) damage caused by improper packing, normal shifting or intentional acts; or (xvii) damage caused by bodily injury or disease.

7. **Duties In The Event Of Loss:** You must see that the following are done in the event of loss or damage to Covered Property and/or the Container, as appropriate:

(i) Notify the police if a law may have been broken; (ii) Give us prompt notice of the loss or damage including a description of the Covered Property involved; (iii) As soon as possible, give us a description of how, when and where the loss or damage occurred; (iv) Take all reasonable step to protect the Covered Property from further damage, and keep a record of expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase our liability. However, we will not be responsible for any subsequent loss or damage resulting from a cause of loss that is not a covered cause of loss. Also, if feasible, set the damaged property aside and in the best possible order for examination; (v) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent; (vi) As often as may be reasonably required, permit us or our agents to inspect the property proving the loss or damage and examine your books and records. Also, permit us or our agent to take samples of damaged and undamaged property for inspection, testing and analysis, and to make copies from your books and records; (vii) We or our agents may examine you under oath, while not in the presence of any other tenant and at such times as may be reasonably required, about any matter relating to the claimed loss, including your books and records. In the event of an examination, your answers must be signed; (viii) Send a signed, sworn proof of loss containing the information requested to settle the claim. You must do this within 60 days after such request. We or our agents will supply you with the necessary forms; (ix) Immediately send copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; and, (x) Cooperate in the investigation or settlement of the claim.

8. **Settlement Options:** Our liability shall not exceed the lesser of the following amounts after deduction of any amounts paid by a third party, and less the applicable deductible: (i) the actual cash value which includes depreciation or the repair cost, whichever is less; (ii) your interest in the Covered Property; or (iii) your coverage amount. The deductible per loss is: \$100. If property is recovered for which we or our agents have made payment, we are to be notified of such recovery. At our option, we may retain such property but there shall be no abandonment of property to us. If there is damage to Covered Property caused by more than one loss, each loss shall be adjusted separately, and the applicable deductible amount shall be applied separately to each loss. At our option, we may pay the loss in money, or may repair or replace the damaged or stolen Covered Property. In the event of a total loss, we may require assignment of title, or may require that you retain title to the damaged Covered Property and deduct the agreed or appraised salvage value from any claim payment. In case of loss or damage to any part of a pair or set we may: repair or replace any part to restore the pair or set to its value before the loss or damage; or pay the difference between the value of the pair or set before and after the loss or damage. In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

9. **Loss Payment:** We or our agent will give written notice to you of our evaluation of damages and liability within 30 days after receipt the sworn proof of loss. We will not be liable for more than your financial interest in the Covered Property. Payment shall be made to you as loss payee unless the Covered Property is identified as owned by others. We will not be liable for any Covered Property identified as owned by others. You will not be paid more than your financial interest in the Covered Property. Payment for covered loss or damage shall be within 30 days after receipt of the sworn proof of loss if there has been compliance with all the terms of this Contents Protection Agreement and the parties have reached agreement on the amount of the loss. We will not be liable for any part of a loss that has been paid or made good by others.

10. **Recovered Property:** If any property is recovered after loss settlement, that party must give the other prompt notice. At your option, property will be returned to you. You must then return to us the amount paid for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits herein.

11. **Right To Recover From Others:** If any person or organization to or for whom we make payment has rights to recover damages from another, those rights are transferred to us to the extent of any payment. That person or organization must do everything necessary to secure such rights and must do nothing after loss to impair them.

12. **Concealment, Misrepresentation or Fraud:** We are relieved from all responsibility and liability in any case of fraud, intentional concealment, or misrepresentation of a material fact, at any time, concerning any claim or your interest in the Covered Property.

13. **Term; Termination.** This Contents Protection Agreement shall continue on a month-to-month basis until terminated. The monthly fee may be adjusted by us effective the month following written notice to you specifying such adjustment, which notice shall be given not less than 30 days prior to the day the adjustment will be effective. Any such increase will not otherwise affect the terms of this Contents Protection Agreement, all of which will remain in full force and effect. With advance written notice, you may reassume liability for damage to your Contents at any time by termination of this Contents Protection Agreement. Your non- payment of any shipping, storage, Container, or service fees shall be considered a contractual breach immediately negating our responsibility and liability for damage to Contents or the Container. We shall have the right to terminate this Contents Protection Agreement at any time, in our sole discretion, upon providing you no less than 30 days advance written notice. Termination of this Contents Protection Agreement shall not terminate the Rental Agreement.

14. **Other Terms.** The terms and conditions of the Delivery Ticket and the Rental Agreement (including Section 17, Governing Law/Jurisdiction/Waiver of Jury Trial) are incorporated into and form a part of this Contents Protection Agreement.

15. **Our Obligations Insured:** This document is not an insurance policy. Under this Contents Protection Agreement, we are not soliciting or selling insurance to you. We and you are agreeing that we shall buy insurance protecting the interests and liabilities of both us and you.

16. **To Report Damages:** To report damages, call the toll-free number: 1-800-PACK-RAT. A representative will be available to assist you between the hours of 8:00 am and 5:00 pm Eastern time. Otherwise, you will have the option of leaving a detailed message to which you can anticipate a response within 24 hours on business days.