

# Terms & Agreements

Each monthly payment of the Storage Fee is payable in advance on the first day of each calendar month (the "**Due Date**"). If payment is more than 10 days late, Occupant shall pay OH80'S a late charge of \$15.00. Payments shall be sent to OH80'S at the address indicated below or at such other address or to such other party as OH80'S may from time to time designate in writing to Occupant. Occupant shall make all Storage Fee's by acceptable payments: Cash, Apple Pay, Cash App, PayPal, Venmo, and, Zelle.

1. USE OF THE SPACE: Occupant shall use the Space at all times in compliance with the laws of California, and only for the storage of the Property described above. Occupants shall not permit liens, charges or encumbrances placed on or levied against the Space other than liens, charges or encumbrances placed thereon by OH80'S or by persons claiming under or through OH80'S. Occupant shall not, without the prior written consent of OH80'S, permit the space to be used by anyone other than Occupant. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry at the Space and in the Storage Area to one hour.
2. RULES AND REGULATIONS: Occupant shall comply with the Rules and Regulations of Licensor that apply to the Storage Area, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Agreement. Any failure to comply with the Rules and Regulations that is not promptly corrected after notice from OH80'S shall be cause for immediate termination of this Agreement at the election of OH80'S.
3. MAINTENANCE AND REPAIR: Occupant shall have no authority to make any alteration, addition or improvement to the Space or to the Storage Area without the prior written consent of OH80'S. Occupant shall be entirely responsible for damage to the Space and the Storage Area caused by Occupant and his or her guests (collectively, the "**Occupant Parties**"), normal wear and tear excluded. If any Occupant Party causes any such damage and the repair is paid for by OH80'S or the owner of the Storage Area, Occupant shall immediately reimburse OH80'S the amount of such repair, plus any interest thereon, PROMPTLY upon demand.
4. INSURANCE: Occupant shall be solely responsible and assumes all risk of injury to Occupant and all other Occupant Parties, the Property, other persons and the property of others arising from or related to the storage or use of the Property at the Storage Area. It is Occupant's responsibility to procure and maintain, at Occupant's sole cost and expense, insurance covering injury and property damage to the Property resulting from the ownership, operation, maintenance and use of the Property, or the storage of the Property at the Storage Area.
5. RISK OF THEFT, DAMAGE OR DESTRUCTION OF PROPERTY: Occupant expressly assumes, and shall bear all risk of loss, theft, damage and destruction of the Property while the Property is (stored in or on the Storage Area. There is no security provided at any time on the Storage Area.
6. RISK OF HIGH WINDS, INCLEMENT WEATHER, AND EARTHQUAKES: Occupant acknowledges that the Storage Area is in a region that is seasonally affected by high winds, fire, inclement weather and earthquakes. Owner strongly recommends that Occupant obtain insurance coverage for the full value of Occupant's Property. Occupant expressly assumes all risk of loss or damage to the Property. OH80'S shall not be responsible for, and Occupant hereby releases OH80'S from any responsibility for, any loss, liability, claim, expense, or damage to the Property while stored at or near the Space or the Storage Area.
7. RISK OF FLOOD DAMAGE: Occupant acknowledges that the Storage Area is in close proximity to the edge of a water source that fluctuates seasonally based on water levels and weather conditions. If OH80'S is advised by agencies responsible for Kitchen Creek of a predicted change in water levels,

OH80'S will endeavor to provide Occupant with advance notice so that Occupant may relocate the Property to higher ground designated by OH80'S within the Storage Area or to move their Property to a different location off-site. **Thereafter, it is Occupant's sole responsibility to relocate the Property to such higher ground.** Occupant assumes all risk of loss and any and all damage to the Property from flooding or rising water, and Occupant releases OH80'S from liability for any such damage to the Property.

8. **RETURN OF THE SPACE:** Upon termination of this Agreement, Occupant shall immediately return to OH80'S the Space in its original condition, reasonable wear and tear resulting from prudent and careful use being excepted.
9. **NO REPRESENTATIONS OR WARRANTIES BY OH80'S:** Occupant acknowledges and agrees that OH80'S has made no representation or warranty of any kind or nature whatsoever regarding the Space or the Storage Area. OH80'S MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SPACE OR THE STORAGE AREA. OCCUPANT WAIVES ANY CLAIM HE OR SHE MIGHT HAVE AGAINST OH80'S FOR ANY LOSS OR DAMAGE TO THE PROPERTY. OCCUPANT HEREBY LICENSES THE SPACE "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY BY OH80'S. Without limiting the foregoing, OH80'S shall not be liable for any direct or consequential damage arising from the use of the Space or the Storage Area.
10. **INDEMNIFICATION:** Occupant shall defend, indemnify and hold OH80'S owners and, Pasto Family Trust and any person or entity controlling, controlled by or under common control with either of such entities, and each of their respective owners, shareholders, partners, members, officers, directors, employees, representatives and agents (collectively, the "**Indemnified Parties**") free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, whether incurred by or made against the Indemnified Parties, relating, resulting from or in any way arising out of Occupant's storage, maintenance, use or disposition of the Property and/or Occupant's license or use of the Space or the Storage Area (collectively, "**Claims**"). Occupant shall give OH80'S and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by OH80'S or any other Indemnified Party of the assertion of any Claim against any of them, Occupant shall be responsible for the defense thereof with attorneys acceptable to OH80'S and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Agreement.
11. **EVENTS OF DEFAULT:** The occurrence of any of the following events shall constitute a default by Occupant ("**Event of Default**"), authorizing OH80'S to terminate this Agreement and exercise any and all remedies allowed under this Agreement and under the law: (a) Failure of Occupant to pay fully when due any Storage Fee payment or other amount due hereunder; (b) Failure of Occupant to perform fully and timely any covenant, condition or obligation required to be performed by Occupant under this Agreement or any other agreement with OH80'S; or (c) Failure of Occupant to observe any of the applicable Rules and Regulations.
12. **REMEDIES:** If any part of the Storage Fee due from Occupant under this Agreement remains unpaid for fourteen (14) or more consecutive days after first day of the month for which the Storage Fee is due, OH80'S may, at OH80'S sole option, terminate this Agreement and the right of Occupant to use and occupy the Space by sending a preliminary lien notice to Occupant, in the form provided by the California Self-Service Storage Facility Act, California Business & Professions Code 21700 et seq., specifying a date on which Occupant's right to use the Space will terminate unless all sums due are paid by Occupant before the specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, OH80'S shall have the right to deny Occupant further access to the Space and the Storage Area, remove any Property found therein to another location within the Storage Area on hardscape or dirt (at OH80'S sole discretion), and enforce OH80'S lien against the Property by sale of the Property in the manner provided by law. **OH80'S reserves the right to reject any partial payment of the Storage Fee from Occupant and to accept only the payment of the full amount due.** OH80'S may impose a lien on the Property and all other property located in

the Space for all expenses incurred by OH80'S for the storage, preservation, sale, or disposition of the Property and all other property stored in the Space. Further, OH80'S remedies as specified in this Agreement shall be in addition to, and not in lieu of, any other legal or equitable relief to which OH80'S would otherwise be entitled.

13. ASSIGNMENT: Occupant may not assign, sublease or transfer this Agreement or the right to store any item in the Space. OH80'S may assign this Agreement and/or mortgage the Space in whole or in part without notice to Occupant. Each such assignee or mortgagee shall have all of the rights, but none of the obligations, of OH80'S under this Agreement. Occupant shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Occupant may have against OH80'S.
14. NO PROPERTY RIGHTS: Occupant acknowledges and agrees that Occupant does not have and will not have or obtain any title to either the Space or the Storage Area nor any property right or legal or equitable interest therein, except its license right as Occupant hereunder and subject to the terms of this Agreement.
15. HOLDING OVER: Any use by Occupant of the Space beyond the term of this Agreement shall, at the option of OH80'S, be deemed an extension of the original Agreement term on a month-to-month basis, and all obligations of Occupant shall continue during such holding over. During any such holding over, OH80'S may terminate this Agreement and take possession of the Space upon demand after three (3) calendar days' prior written notice to Occupant.
16. NON-WAIVER: OH80'S shall not be deemed to have waived any breach of any of Occupant's obligations, conditions or covenants under this Agreement except by a waiver in writing signed by OH80'S and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Occupant's obligations, conditions or covenants. OH80'S failure or neglect to exercise any remedy which OH80'S may have hereunder or any other acquiescence in the default of Occupant, including the obligation of Occupant with respect to which Occupant is in default; and OH80'S shall be entitled to pursue any remedy available to it under law until Occupant has rendered complete performance of all obligations of Occupant hereunder.
17. NOTICE: All notices required or permitted under this Agreement shall be sufficient if delivered personally or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party may designate in writing to the other from time to time. Any such notice shall be effective forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.
18. SECURITY DEPOSIT: Occupant has paid to OH80'S N/A to be held by OH80'S as security for the payment and performance by Occupant of its various obligations set forth in this Agreement. This deposit may, at OH80'S option, be applied to satisfy any obligation of Occupant's which may be in default, and the amount so applied will immediately be reimbursed to OH80'S by Occupant, without demand, so as to maintain the Agreement.

The acceptance of any security deposit or any other sum by OH80'S shall not constitute any agreed liquidated damages, or a limitation of damages which may be sustained by OH80'S as a result of any breach or default by Occupant under this Agreement. Any unused portion of the security deposit will be returned to Occupant promptly after the termination of this Agreement without interest provided the provisions of this Agreement are satisfied.

19. MISCELLANEOUS:
  - a. Pasto Family Trust are the owners of the Storage Area and is an intended third party beneficiary of this Agreement.
  - b. If more than one person executes this Agreement as Occupant, all obligations hereunder to be performed by Occupant shall be the joint and several liability of all such persons.

- c. Wherever the context permits, Occupant's obligations under this Agreement shall survive the delivery and return of the Space hereunder.
- d. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Agreement.

- e. To the extent permitted by applicable law, Occupant hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
- f. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the charge, waiver, discharge or termination is sought.
- g. The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- h. As used herein, the term "Agreement" shall include all exhibits attached hereto.
- i. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performances.
- j. Time is the essence hereof.

23. INTEGRATION: This Agreement represents the entire and complete agreement between OH80'S and Occupant with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreement relating to the subject matter of this Agreement.