

Rules and Conditions Renting at Space Spots LLC

Storage Space Rental Agreement (Continued)

These conditions are for the comfort safety and compliance of all who use or run Space Spots

Renter rents from **Space Spots LLC**, those certain premises described as "SPACE" located at 427 West Avenue G, Lancaster, CA 93534, hereinafter referred to as "premises" or "space". The property located at 427 West Avenue G, Lancaster CA 93534 is hereinafter referred to as "Space Spots".

LIEN: Space Spots shall have a lien upon all property stored by Renter in Renter's space, property being defined as any recreational vehicle, camper, motor-home, boat, automobile, container trailer or any other property (hereinafter referred to as "property") placed in the space on the Space Spots's premises by the Renter. Such lien shall be for occupancy fees (rent) or other charges, present or future, in relation to Renter's storage of such property and for all such expenses necessary for the properties preservation, or expenses reasonable incurred in its sale or other disposition, and any and all other charges pursuant to the terms of this Rental Agreement. This lien shall be superior to any other lien or security interest in the Renter's stored property. This lien attaches as of the date that the property is brought to and placed on the Space Spots's premises. Space Spots reserves the right to take possession of the renter's property by attaching a boot to the property or by some other method to secure possession of the renter's property of the renter's monthly rental payment is not received within 10 days from the rental due date.

1. RENT. Rent is due as agreed per month, for a minimum rental period of 1 month there are no proration's of days in a month unused. Rent is payable in advance upon the day agreed of each and every calendar month to SpaceSpots LLC. Unless otherwise noted in writing, rent shall be made payable to Space Spots LLC and shall be paid by credit card auto pay unless otherwise as agreed in writing. In the event that rent is not paid on the due date, Renter agrees to pay late fees as noted herein for such late payment. Checks are not accepted and if by arrangement there will be a check processing and handling fee of \$25. In the event of a dishonored bank check from Renter to Space Spots, Renter agrees to pay a \$50.00 return check fee and any and all associated bank charges for such dishonored check. All late fee charges shall be deemed to be additional rent due and payable under this Rental Agreement. The assessment of a late fee by the Space Spots does not waive the right of Space Spots to seek any other relief or damages set forth in this Agreement. Rent rates are only fixed for as long as rent is paid on time each month without delay. Late rents can subject the storage rate to increase to a more current rate. Late fees can be up to 15% per month due based on the rental amount or as noted in contract.

2. DEPOSITS. Renter shall pay in advance a security deposit equal to one month, to be held by Space Spots for Renter's faithful performance of the terms of this Rental "Agreement, to be used for the repair of the space, if necessary, and for any delinquent rent. In no event shall the security deposit be used for any monthly payment including, but not limited to the last month's payment.

***RENT IS DUE AS WRITTEN HEREIN EACH MONTH OR OTHERWISE WRITTEN HEREIN
NO STATEMENTS or INVOICES or END OF YEAR ACCOUNTANCY STATEMENTS are provided.***

3. USE AND OCCUPANCY AND COMPLIANCE WITH LAW. The Renter's space is to be used only for the storage of property itemized on the Rental Agreement. Renter agrees that the space will not be used for the operation of any business other than storage and will not be used for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the space. The storage of welding, chemicals, paints, flammable explosive or other inherently dangerous materials is strictly prohibited. Smoking is strictly not allowed on the premises. Renter shall not store in or on the space any items which shall be in violation of any order or requirement imposed by any Court, Board of Health, Sanitary Department or other government agency or in violation of any legal requirement or to do any act or cause to be done any act which creates or may create a nuisance in or upon or connected to the space or Space Spots's premises. Renter shall not do maintenance on any property stored on the premises which would have any potential whatsoever of creating hazardous waste. Such prohibited maintenance, includes but is not limited to oil, dumping of human waste or major mechanical work.

4. ACCESS. In Space Spots's sole discretion, Renter's access to the Space Spots's premises may be conditioned in any manner deemed reasonably necessary by Space Spots to maintain order and protect security on Space Spots's premises. Should Renter become delinquent in rent or other charges due by ten (10) days, Space Spots reserves the right to cancel Renter's rights of entry, thereby denying Renter access to Space Spots's premises. If Renter's access has been canceled for any reason whatsoever, then Renter's entrance upon Space Spots's premises shall be considered trespassing and Renter may be prosecuted for such trespass. Space Spots reserves the right to ask any person at anytime to vacate the premises restrict access and reserves the right to cancel agreements.

5. RULES. Renter agrees to abide by all Space Spots rules and policies, if any, that are posted and in effect or that may be put into effect from time to time. Space Spots agrees to supply written copies of such rules to Renter as they now exist and as they may be modified or adopted in the future. The posting of such rules upon Space Spots's premises shall constitute acceptance by Renter of such rules and policies.

6. CONDITION AND ALTERATION OF PREMISES. Renter agrees to keep the premises in good order and condition and to pay Space Spots promptly for any repairs to the Space Spots's premises or Renter's space, caused by Renter's negligence or misuse or the negligence or misuse of Renter's invitees, licensees, and/or guests. Renter shall make no alterations or improvements to the Space Spots's premises or Renter's space without prior written consent of Space Spots.

7. INSPECTION. Space Spots may enter the Renter's space for the purpose of inspection without prior notice to the Renter whenever Space Spots believes that there may be a hazardous condition or nuisance upon such space.

8. TERMINATION. The tenancy created by this Rental Agreement may be terminated by either Space Spots or Renter by giving at least ten (10) days written notice to the other prior to the next billing cycle. Renter must complete the **Tenant Move Out Notice at SpaceSpots.com (click on Tenant Update)** as notice of vacation of space this is to be done ONLY after the space has been fully vacated and is clean and clear of any items. Once the Tenant Update form has been submitted it will be time stamped and billing will stop only after it is confirmed the space has indeed been vacated and is clear of all items. As a condition of such termination Renter shall completely vacate Renter's space and the Space Spots's premises leaving both in good and clean condition and free of trash. As further conditions of termination, Renter shall leave a forwarding address with Space Spots where Renter may receive notice by Certified Mail of any action to recover unpaid rent or for damages to the Space Spots's premises or Renter's space caused by the Renter. Failure to notify Space Spots of any change of address shall be deemed the fault of the Renter and in no way shall be deemed a defense to the sale and or acquisition of title by Space Spots of Renter's property and shall not affect Space Spots remedies under these rules under any other provision of law.

9. SPACE SPOTS LIEN / ABANDONMENT. Renter shall not abandon and/or vacate the space at anytime during the term of this Agreement without notifying Space Spots and paying all sums due to Space Spots. In all events, rent shall continue to be due and owing until such time as the Renter's property is removed from the space. In addition to any other circumstances indicating abandonment by Renter, it is specifically agreed that in the event that rent is due, owing and unpaid in any part (for example, underpayment) for ten (10) consecutive days (rent being due on the first of each month) it shall be conclusively presumed that Renter has abandoned the space and has left the property contained within Renter's space abandoned. In the event of such abandonment, Renter agrees that Space Spots may enter and inspect the Renter's space, terminate the tenancy, and the Space Spots shall have a lien for all rents or other charges due or to become due under this Rental Agreement (including any later changes incurred per month) such lien applying to all of Renter's property contained on Space Spots's premises, Renter acknowledges that Space Spots reserves the right to over-lock and/or "boot" Renter's property if a Rental payment is not received within ten (5) days from the due date. In the event of non-payment of rent after the fifth (5) day when due and if Space Spots will be taking possession of Renter's property then Space Spots shall notify the Renter by First Class Mail that the Space Spots has taken possession of Renter's property and that the Renter's property may be subject to public or private lien sale if rent or other changes are not paid within 14 (14) days of the mailing of the notice. If rent remains unpaid after that date, Space Spots shall notify Renter by certified mail that Space Spots may sell Renter's property at public or private sale including sealed bids, and shall provide Renter at least an additional fifteen (14) days advance notice of such sale. Renter may reclaim his or her property up to the time of the proposed sale by paying all rents, expenses (including, but not limited to, postage and sale fees), late fees, attorney's fees and costs if any owed to Space Spots in cash, money order or certified check. Renter acknowledges that Space Spots may dispose of any abandoned vehicle pursuant to California State law which authorizes the disposal of junked / abandoned vehicles. Such Statutes may allow Space Spots to receive title to such vehicle free and clear of any interest of Renter or any all persons claiming through or under Renter. Renter is solely responsible for notifying Space Spots of any change of address throughout the term of this Tenancy or during the time period of any delinquencies. Failure to notify Space Spots of any change of address shall be deemed the fault of the Renter and in no way shall be deemed a defense to the sale and or acquisition of title by Space Spots of Renter's property. Should the sale of Renter's property not yield sufficient money to satisfy Space Spots's lien, Space Spots reserves the right to collect the deficiency from Renter and Renter acknowledges that Renter continues to remain personally liable for such deficiency.

10. ASSIGNMENT OR SUBLETTING OR SELLING. Renter shall not sublet or assign any portion of the Renter's space without the prior written consent of the Space Spots. Renter shall not share access codes with persons that are not registered or known to Space Spots; this can result in a gate lockout. Renter shall not advertise items they may have for sale and give their secure gate codes out for the general public to come in to the Space Spots facility to view storage items unaccompanied; this will result in a permanent ban and lockout.

11. DELIVERIES Renter shall not send delivery drivers to the Space Spots facility and expect Space Spots to guide and assist delivery drivers with locating storage units or assisting with labor. Space Spots is purely a storage facility it does not offer labor or sign for deliveries.

12. ATTORNEY'S FEES. If legal action shall be brought by Space Spots for any breach of this Agreement, Renter shall pay to Space Spots all costs, expenses and reasonable attorney's fees and costs incurred by Space Spots in such action. Legal action shall include any letters written by Space Spots's attorney on behalf of Space Spots associated with the collection of any fees including rent.

If collection leads to the hiring of a collection agency, a reasonable collection fee, as assessed by the collection agency will be added to all sums due by Renter to Space Spots.

13. INDEMNITY. Renter, for himself or herself, his or her agents, executors, administrators and assigns does hereby indemnify and agree to hold Space Spots, its agents and assigns, free and harmless from any and all claims, demands, actions, causes of action, damages, attorney's fees and costs of any kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or rising out of the Renter's use or occupancy of the Renter's space or Space Spots's premises.

14. RELEASE OF SPACE SPOTS'S LIABILITY. As further consideration for the use of Renters or space at Space Spots premises, Renter for himself or herself, his or her agents, executors and assigns, guests, licensees or invitees, releases Space Spots, its successors and or assigns, for any loss or damage, injury or death, caused to Renter or Renter's property, as a result of the use or occupancy of the space as premises being leased. It is further agreed that any stored property is placed in the space at Renter's sole risk, and Space Spots's agents, employees and assigns shall have no responsibility or liability for any loss or damage to the Renters property from any cause whatsoever. It is agreed by Renter that this release of Space Spots's liability is a bargain for condition of the rent set forth herein, that Space Spots does not carry insurance to cover losses or damages to Renter's property from any cause whatsoever and that if Space Spots was not released from liability as set forth herein, a much higher rent would have to be agreed upon and a valuation by an expert of each and every item stored; in addition this would be impossible to monitor as it would require supervision each time the renter enters to verify who is removing what from the space. Renter further acknowledges that insurance is available from independent insurance companies to protect Renter in the event of theft, damage or destruction of the property stored on Renter's space. In the event Renter acquires such insurance, Renter expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Renter against Space Spots or Space Spots's agents or employees for liability released herein. Renter acknowledges that Space Spots does not warrant or represent that Renter's property will be safely kept nor that it will be secured against theft, nor that the premises and space are secure against hazards caused by water, fire or the elements of weather.

14. SECURITY OF RENTER'S SPACE. Renter agrees to be solely responsible for providing his or her own locks or other security devices to protect the property stored on Renter's Space.

15. PARTIAL PAYMENT OF RENT. Space Spots will accept Renter's partial payment of rent solely to reduce the outstanding balance on Renter's account if it is off a reasonable amount in comparison to the rent owed. Partial payments of rent on delinquent rents shall be first supplied to late fees and then to delinquent monthly rentals. Renter shall be deemed still in default of his or her rental obligation in the event of a partial payment and the property on Renter's space will still be subject to a lien and the terms herein. Space Spots has not promised nor otherwise indicated that the disposal of Renter's property will be delayed or stopped by acceptance of partial payment unless indicated in a separately executed, handwritten or typed document signed by both Space Spots and Renter.

16. CHANGE OF ADDRESS. Renter is solely responsible of notifying Space Spots of any change of mailing address through the terms of this Agreement or during the period of any delinquency. Failure to notify the Space Spots of a change of address shall be deemed the fault of Renter and in no way shall such a failure be deemed a defense to the provisions herein or any other provision of the Rental Agreement by Renter. All change of address notices shall be mailed by Certified Mail or by Email to Space@SpaceSpots.com so as to guarantee proof of notice of such change of address to Space Spots.

17. DESCRIPTION OF PROPERTY. Renters shall only store on/in his or her space that property as described on the Agreement. No adding items unless inside a unit such as but not limited to boats cars trailers etc without first obtaining permission from Space Spots. Unrecognized items stored outside are subject to removal. No spreading into other areas or additional spaces. No pack ratting; items left outside will be removed and billed to the renter as trash removal the amount billed will reflect as to the volume of item/s removed at a minimum of \$25.

18. MOVEMENT OF RENTER'S PROPERTY. Space Spots reserves the right to move Renter's property in the event that such movement is necessary to protect such property or in the event that Renter is delinquent under the terms of this Rental Agreement. Space Spots also reserves the right to move Renter's property in the event that Renters space has changed location;

- A. Space Spots is renting space for the storage of Renters property Space Spots is not a bailee or warehouseman in the business of storing goods for hire.
- B. Space Spots does not provide insurance coverage for Renters property or any property contained within Renters property.
- C. Renter understands that they are liable for a full month's rent if not vacated by the due date of my rent cycle.
- D. Property stored by Renter is subject to a lien for all rents and/or other charges incurred by Space Spots.
- E. Renter understands that the property stored at Space Spots may be sold to satisfy a lien if the renter defaults.
- F. These conditions are part of the Rental Agreement.