

DELAWARE LAKE BOAT AND RV STORAGE
OUTDOOR VEHICLE STORAGE RENTAL AGREEMENT – OHIO

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NOTICE: THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON THE VEHICLE AND PERSONAL PROPERTY STORED PURSUANT TO THIS RENTAL AGREEMENT IN THE STORAGE SPACE AT THE SELF-SERVICE STORAGE FACILITY, OR ON THE PROCEEDS OF THE VEHICLE/PERSONAL PROPERTY FOR RENT, LABOR, OR OTHER CHARGES IN RELATION TO THE VEHICLE/PERSONAL PROPERTY THAT ARE SPECIFIED IN THIS RENTAL AGREEMENT AND THAT HAVE BECOME DUE, AND FOR EXPENSES NECESSARY FOR THE PRESERVATION OF THE VEHICLE AND/OR PERSONAL PROPERTY, FOR EXPENSES REASONABLY INCURRED IN THE SALE OR OTHER DISPOSITION OF THE VEHICLE OR PERSONAL PROPERTY PURSUANT TO LAW. THIS ACTION IS AUTHORIZED BY THE OHIO SELF-SERVICE STORAGE FACILITY ACT ORC § 5322.01 ET SEQ.

“TERMS AND CONDITIONS” OF THIS RENTAL AGREEMENT:

Date: _____

A) _____ (the “Occupant”) _____
Name E-mail address

B) _____
Street Address City State Zip

C) _____
Telephone No. Cell Phone No. XXXX- Government Issued Photo ID State

D) XXX-XX- _____
SSN Date of Birth

E) _____
Employer Address Telephone No.

F) Alternate Person to whom Owner can send notices (including Default notices) if Owner cannot reach Occupant (If no one, write “none”) Do not list someone who lives at the same address as Occupant:

Name Address City State Zip

Telephone No. Cell Phone No. Email

Owner may contact such alternate contact person(s) in event of casualty (fire, accident or damage, etc.) or if Owner is unable to reach Occupant.

NOTICE OF DEFAULT BY EMAIL: By indicating here [____], Occupant agrees Owner may send notices of Default to the email address provided by Occupant listed above. Occupant is advised to keep Occupant’s email address up to date with Owner and to add Owner’s email address <Owner.EmalAddress> to Occupant’s approved sender’s list, sometimes called a “White List”. If Occupant does not consent to email notices of Default, Owner may still send other notices by email. See Provision 36.

G) Autopay: Occupant must provide Owner this credit/debit card information on a credit/debit card owned by Occupant or upon which Occupant has authority to charge as described in Provision #3 below:

Name on card _____ Expiration _____ Security Code XXXX _____

Type of card _____

Credit/Debit Card Number: _____ XXXX-XXXX-XXXX- _____

Credit/Debit Card Billing Address: _____

Monthly Rent:
First Month Rent (Prorated):
2nd Month of Rent in Advance (After 14th)
Tax:
Administration Fee:
Total Paid at Signing:

Next Payment Due on the First of
Storage Space No. (the “Storage Space”)
Approximate Size: _____ X _____

The description of the Storage Space is for identification purposes only, there shall be no adjustment in the Rent payable hereunder and the Rental Agreement shall remain in full force and effect if the Storage Space actually contains more or less square feet than set forth herein and no refund is due if the Storage Space contains less square feet than stated. Occupant is renting the Storage Space by the entirety of the Space not by the square foot. See Provision 37.

NOTICE TO OCCUPANT: DO NOT SIGN THIS RENTAL AGREEMENT BEFORE OCCUPANT READS IT, FULLY UNDERSTANDS, AND AGREES TO ABIDE BY THE TERMS, COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS EIGHT (8) PAGES LONG.

OHIO MONTHLY RENTAL AGREEMENT

REMIT NOTICES IN WRITING TO: (No Rent Payments unless in Default)
 ("FACILITY ADDRESS" or "OFFICE"):

Delaware Lake Boat and RV Storage
 5201 Highway 23 North
 Delaware, OH 43015
 Phone No.: 740-847-2453

Is Occupant in, or a Spouse/Dependent of, someone in Active Duty military service, including the Reserves, National Guard, Uniformed Services, or employed by NOAA or National Institute of Public Health Service?
 Yes [] No []
 If yes, Who? _____
 If yes, Commanding Officer Name: _____
 and Phone No.: (____) _____
 Military ID #: ____ xx ____

- **OCCUPANT MUST NOTIFY DELAWARE LAKE BOAT AND RV STORAGE IN WRITING, OF ANY ADDRESS CHANGE (SEE PROVISION 23) AND MUST PROVIDE NOTICE OF INTENT TO VACATE IN WRITING AT LEAST 10 DAYS BEFORE THE END OF THE TERM (10 DAYS BEFORE THE END OF THE MONTH)**
- **RENT IS DUE ON THE FIRST DAY OF EACH MONTH**

Motor Vehicle to be Stored (hereinafter "Vehicle")

The Vehicle to be stored is/are identified as follows:

Check One:

Vehicle	Motorcycle	Boat	Jetski	RV	Trailer	Year	Make	Model

Color	License No.	Hull No.	State	VIN/Serial No.

Name on Title: _____ Copy to File _____
 Name on Registration: _____ Copy to File _____
 Lienholder: _____ State: _____ Amount of Lien: \$ _____
 Lienholder Address: _____ Phone Number _____
 Proof of Insurance: _____
 Company Name _____ Agent's Name _____ Policy No. _____

(If name on the Vehicle registration is different than the person executing this Rental Agreement, Owner may refuse to accept this Rental Agreement. If Owner accepts this Rental Agreement, storage of the Vehicle requires a notarized letter of authorization from the Owner of the Vehicle.)

Additional permitted Vehicles, if any, are listed on the final page of this Rental Agreement. List all Vehicles that may be stored in the Storage Space on final page of this Rental Agreement.

RENTAL AGREEMENT "PROVISIONS"

1. Month-to-Month Term and Renewal: This Rental Agreement for the lease of an outdoor, uncovered, non-segregated vehicle storage space (the "Storage Space") from BPD3 Enterprises, LLC, (the "Owner") d.b.a. Delaware Lake Boat and RV Storage (the "Facility"), and the Occupant named in the Terms and Conditions above, shall be on a month-to-month basis and shall automatically renew for successive one month periods on First Day of each month hereafter, unless terminated, as provided for in Provisions 5, 22, or 23. Owner may increase Rent or other fees and charges for the Storage Space with Thirty days (30) advance notice to Occupant. **A full One (1) month minimum rental is required. Rent is non-refundable.**

2. Rent is Due on the First Day of Each Month: Monthly Rent, in the amount stated above in the Terms and Conditions and Additional Rent defined as, including but not exclusively, Default charges, clean up charges, disposal, damages to the Leased Space or Facility, and other unpaid fees or charges (collectively "Rent"), shall be payable monthly to Operator in advance, without demand or notice, on the First Day of each month including any extensions or renewals. If this Rental Agreement is executed on a day other than the First of the month, Renter has paid prorated Rent to the First of the next month and if the Rental Agreement is executed after the 14th of the month, Renter has also paid a full month of Rent, in advance, to the First of the next month, the "Initial Term". The first renewal of this Rental Agreement is the date stated in the Terms and Conditions section as "Next Payment Due on the First of." If this is not completed in the Terms and Conditions, then it will appear on the Occupant's receipt. All renewals and extensions, along with the Initial Term are collectively the "Term". Occupant agrees to pay Rent: with a credit/debit card by Owner's secure website www.delawarelakeboatandr.com "Website"; or by advance written authorization described in Summary Term "G". Occupant may update credit card information on Owner's Website. **Notice: Access to Owner's Website, including payments, is automatically disabled when Occupant is Forty Five (45) days delinquent. Occupant shall not pay Rent at the Facility Office unless in Default as described below.** It is expressly agreed that Owner does not send monthly invoices. Any invoice emailed is solely sent as a courtesy. Occupant shall not fail to pay Rent because Occupant does not receive an invoice. All payments received will be applied first to fees and charges due and owing, then to any Additional Rent, then to the oldest outstanding Rent obligation. All delinquencies once Occupant is Forty-Five (45) days delinquent, must be cured in full, by money order, MoneyGram, cash, or cashier's check made directly, in hand, to the Owner's Representative, at the Facility Office, during business hours listed in the Rules and Regulations. This is the only time Owner accepts payment in a form other than a credit card.

3. Credit/Debit Card Authorization for Payment of Rent and Other Charges: By providing credit card information, Occupant has authorized Owner to automatically charge or debit the credit/debit card referenced in Summary Terms and Conditions section "G" of the Terms and Conditions section of the Rental Agreement (which is owned by the Occupant or upon which Occupant has authority to charge) on the First Day of the month, or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions as Rent and Additional Rent for each month of the Term. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or terminates the Rental Agreement owing any Rent, Additional Rent, or other charges due, Owner may charge/debit the credit/debit card listed, any sum due and owing upon termination including, but not exclusively, damages to the Storage Space or Facility, any Default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge authorization or the termination of the Rental Agreement. Providing a credit/debit card to Owner at any time constitutes permission to charge the card for any charges at any time. **Notice:** Credit/debit cards are not accepted for payment once Occupant is Forty Five (45) days delinquent. It is Occupant's responsibility to notify Owner of any new or updated account information if the bank account or credit/debit card information changes (including updating an expiration date on a credit/debit card.) Occupant shall be charged late fees and other Default charges if the credit/debit card payment is not approved by Occupant's credit/debit card provider.

4. Administration Fee: Contemporaneously with the execution of the Rental Agreement Occupant has paid to Owner a non-refundable Administration Fee in the amount listed in the Terms and Conditions section of the Rental Agreement above. The Administration Fee is intended to defray some of the initial set-up, preparation costs and other expenses incurred in entering into a new self-storage Rental Agreement. This Administration Fee is non-refundable under any circumstances.

5. Termination. Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term (the end of the month) and Occupant notifies Owner of Occupant's intent to vacate no less than Ten (10) days before the end of the Term and removes the Vehicle and any Personal Property by that date. Owner may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the Term.
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Owner may give shorter termination notice for illegal activity by Occupant, Occupant's invitees, or guests at the Facility, or if Occupant, or Occupant's invitees, or guests are residing in the Vehicle in the Storage Space or at the Facility. No refunds of partial months are made if Occupant vacates the Storage Space before the end of the Term. The Storage Space shall be left free of trash and Occupant shall remove the Vehicle and any Personal Property (or Rent will continue to accrue). Occupant shall fully vacate by the date stated in Occupant's or Owner's Notice. Owner charges and Occupant is responsible for a Fifty Dollar (\$50.00) per person, per hour charge for cleaning the Storage Space, minimum one (1) hour, plus costs including any disposal fees, if Owner must remove the Vehicle and any Personal Property from the Storage Space or clean the ground of the Storage Space.

6. Other Charges and Fees: Occupant is in Default if Rent is not paid by the First of the month and any Rent accepted thereafter shall be at the sole discretion of the Owner. If Occupant is in default, the following fees shall be charged:

Late Fee (on the 5 th day after Rent is due)	\$20.00 or 20% of the monthly Rent, whichever is greater
Boot, Chain or Disable movement Fee	\$25.00
Inventory/Photos/Lien Check	\$100.00
Default Notice	\$25.00
Advertisement of Sale, if required	Actual Costs
Sale, if required	\$10% of Sale Proceeds
Sale Cancellation Fee, if required	\$20.00
Towing of Vehicle in Lieu of Sale	\$200.00
Other Charges and Fees	
NSF/Returned Check Fee/credit card declined or disputed	\$30.00/\$30.00 + Applicable late fees + bank charges
Cleaning Fee (1 hour minimum)	\$50.00 per hour + disposal fees
Eviction Notice/Filing Fee in Lieu of Sale	\$250.00 + court costs

All payments of Rent are considered received on that business day (before 5:00 PM) not when the Rent is electronically sent or processed. Notwithstanding the date that other fees and charges are imposed, if Rent is not paid on the date due, Occupant is in Default and the Owner may begin enforcement of Owner's lien against Occupant's Vehicle and Personal Property. Occupant shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for enforcing the lien by Owner, Owner's collection of any amount owed by the Occupant, or the exercise of any remedy by Owner upon a Default by Occupant (including the sale or other disposition of Occupant's Vehicle and any Personal Property) as permitted under this Rental Agreement or by law. Owner may send unpaid balances to an outside collection agency and Occupant shall be liable for the outside collection agency fees and costs charged to Owner. Occupant shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Occupant's responsibilities under this Rental Agreement. All payments received will be applied first to fees and charges due and owing, then to the oldest outstanding Rent obligation.

7. Vehicle, Boat & RV Storage: Owner is not a warehouseman engaged in the business of storing goods for hire. **No bailment of the Vehicle or any Personal Property located in the Vehicle is intended or implied by this Rental Agreement.** Even though Owner may be able to see the Vehicle, Owner is not responsible for identifying damage or loss, including leaks from the Vehicle. Despite the fact that Owner may not notice the Vehicle missing from the Storage Space or damages while in the Storage Space, Occupant shall report to Owner any time the Vehicle will be absent from the Facility and Storage Space for more than Ten (10) days and advise Owner of the estimated return date for the Vehicle. If this is not done, Owner may re-rent the Storage Space if the Vehicle is not present and Occupant is delinquent in Rent. Owner is not required to report to Occupant that the Vehicle may be missing from the Storage Space. Occupant shall also report to Owner if Occupant is returning the Vehicle to the Facility with new damage. Occupant covenants and agrees to use and occupy the Storage Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees that Occupant shall not use the Storage Space for storage of any fuel or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such fuel, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle stored at the Storage Space. Occupant shall maintain a drip pan or absorbent pad specifically designed to absorb petroleum based products under the Vehicle(s) of sufficient size to retain any fluids that may leak from the Vehicle. All fuel tanks including LP and those attached to RVs and motors must be disconnected from the Vehicle or the valve must be left in the "off" position, including those used to power the appliances in the Vehicle. No other use of LP or propane is allowed during storage. The Vehicle will be parked only in the Storage Space, never in any common areas of the Facility or in any other vehicle Storage Space. All "extendable" items must be retracted during storage.

Firearms and ammunition are prohibited in the Vehicle/Vessel or at the Facility. Contraband is prohibited in the Vehicle/Vessel or at the Facility. Marijuana may not be used, stored or grown in the Vehicle, even if Occupant has a prescription to use or a permit to grow or sell marijuana. No storage or consumption of alcohol in the Vehicle or at the Facility. No property or personal items may be stored in the Vehicle other than items that are fixtures of the Vehicle, unless written permission is granted, Occupant will not store anything in the Storage Space except the Vehicle(s) listed in this Rental Agreement. No storage in other parts of the Facility outside of the marked area of the Storage Space. The storage and charging of lithium batteries in the Vehicle is prohibited. The Storage Space is not appropriate for storage of any antique, collectible, irreplaceable Vehicles or Personal Property which have an unknown immediate resale market value, or Vehicles which have a special, sentimental, or emotional value to Occupant and by this Rental Agreement Occupant waives such claims for sentimental or emotional value of any Vehicle or Personal Property stored. Occupant specifically waives any claim to sentimental or emotional attachment to any Vehicle or Personal Property stored.

Only one self contained Vehicle is allowed in the Storage Space unless otherwise permitted, in writing, by Owner by completing the section entitled "Additional Vehicle Information." Occupant shall not store any other vehicle other than the Vehicle(s) described in this Rental Agreement. No repair or maintenance work shall be performed on any Vehicle while being stored in the Storage Space or at the Facility, including washing or cleaning.

Occupant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

- i. Any substance defined as a "hazardous substance" under CERCLA;
- ii. Petroleum, petroleum products, natural fuel, natural fuel liquids, liquefied natural fuel and synthetic fuel, and;
- iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

Occupant shall not live or sleep in the Vehicle or at the Facility, nor shall animals be permitted to be stored in the Vehicle or at the Facility.

8. Vehicle Requirements: Owner must approve of any Vehicle proposed to be stored. No RV's or boats over Twenty (20) years old, unless they are reviewed and approved by Owner in advance. The Vehicle must display current state registration and must have all tires (or trailer tires) inflated. The Vehicle must be in good operating condition and must be driven onto the Facility (unless a boat on a trailer). The Vehicle must have no broken glass and visible rust must be less than 5% of the total surface of the Vehicle, otherwise Owner may require the Vehicle be removed or covered. Any cover must be firmly attached to the Vehicle at all times. If the cover rips, Occupant must replace it immediately. If Owner notifies Occupant that the Vehicle cover is damaged or not firmly attached to the Vehicle and tattered, and Occupant does not respond within Thirty (30) days to remove or replace the Vehicle cover, then Owner shall remove it at Occupant's cost, without regard for any damage that the removal of the cover may do to the Vehicle. The Vehicle must display current plates or other registration at all times. Trailer wheels must be blocked or chocked. Trailer tongues and lock stands must be placed on wood or other stands.

9. **Movement of Vehicle by Owner:** Owner specifically reserves the right to move or remove the Vehicle from the Storage Space at any time in the event of an Emergency without notice to Occupant and with advance notice in the event of a non-Emergency for necessary maintenance. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or well-being of any person, of the Facility, any of the buildings or the land appurtenant to the buildings, or any other property or chattels stored at the Facility. Occupant is notified that the Facility is located on land that is subject to a flood easement owned by the Army Corps of Engineers to allow for release of water from the adjacent reservoir. Should the Army Corp of Engineers give Owner notice that there needs to be a release of water from the reservoir, this will be considered an Emergency need to move/remove the Vehicle and the Vehicle shall be removed from the Facility to a preplanned location, off the Facility, until the flood waters from the release recedes and the ground is stable for relocating the Vehicle to the Facility. Owner shall provide Occupant with reasonable notice in the event of non-Emergency maintenance and shall first seek for Occupant to move the Vehicle or Occupant's approval in moving the Vehicle before Owner may remove if Owner moves the Vehicle the costs of movement shall be charged to Occupant as Additional Rent. During movement, the Vehicle may be stored outside the fence line of the Facility. Owner shall exercise reasonable caution in moving or removing the Vehicle(s) and will endeavor to notify Occupant of the new location of the Vehicle or return the Vehicle to the Storage Space after the maintenance or Emergency has concluded. Any lock cut or pick required to be performed by Owner in order to move the Vehicle shall result in a charge to Occupant of Twenty Five Dollars (\$25.00). Said lock will not be replaced by Owner, if it is destroyed.

10. **Storage Space Unavailable:** If Occupant's Space is not available for any reason, Occupant agrees to park Occupant's Vehicle in a spot marked "overflow" at the Facility which may be outside of the fence of the Facility and notify Owner as soon as practicable of the condition or infringement of the Space. Owner shall endeavor to resolve the condition or infringement on the Space as quickly as practicable. Once the infringement or condition is resolved, Owner will contact Occupant to remove Occupant's Vehicle from the overflow Space. Occupant agrees to move Occupant's Vehicle back to the Space within Forty-Eight (48) hours of notification by Owner that the Space is again available. Occupant shall pay Owner a Twenty dollar (\$20.00) per day charge for each and every day Occupant continues to occupy the overflow Space after the Forty-Eight (48) hour notice from Owner has expired. Further, if Occupant places Occupant's Vehicle in a Space other than the Space (or the overflow spot if necessary) even if only partially in the wrong Space, then Occupant shall be liable to Owner for a Twenty dollar (\$20.00) per day fee for each and every day the Vehicle remains in another Space after written or oral notice from Owner.

11. **Use of Storage Space:** The Storage Space consists of gravel, and is numbered by a placard at the front of the Storage Space. Use the placard as the center of the Storage Space for centering the vehicle. Occupant may park in any space that is available. Occupant shall park the Vehicle backed in and shall not cause any incursion into any other Storage Space, and Occupant shall be liable for all damages associated with any portion of the Vehicle exceeding the normal width of the Storage Space or causing an incursion into another Storage Space.

12. **Limitation on Value of Personal Property:** Occupant agrees not to store the Vehicle in the Storage Space with a total value in excess of Two Thousand Dollars \$2,000.00 the "Value Limit" without the prior written permission of the Owner the "Value Limit". If such written permission is not obtained, the value of the Vehicle shall be deemed not to exceed the Value Limit. By this Rental Agreement, Owner is generally not liable for the loss of Occupant's Vehicle or Personal Property. In the event any competent court of law adjudicates Owner liable for any loss, for any reason, damages shall be limited as described in the next Paragraph. This provision shall not constitute an admission that Occupant's Personal Property has any value whatsoever. **Higher Value Limits may be available from Owner for additional consideration if so requested by Occupant in writing to Owner within a reasonable period of time after the commencement of the Rental Agreement, see Owner for details.**

Notwithstanding anything to the contrary in this Rental Agreement or any Addendum which seeks to modify the limit of value of Vehicle(s) stored, in no event will Owner or Owner's agents be liable to Occupant or Occupant's agents for an amount in excess of the Value Limit, for any loss or damage to the Vehicles stored whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. Occupant will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision. So long as Occupant complies with the requirements of Provisions 12 and 13, Owner does not concern itself with the type, quantity, or quality of the Vehicle stored.

13. **Insurance and Security Type Systems:** OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S VEHICLE OR PERSONAL PROPERTY IN THE VEHICLE FROM LOSS BY FIRE, THEFT, DAMAGE FROM OTHER OCCUPANTS' ACTIONS, OR ANY OTHER TYPE CASUALTY LOSS. **Notice:** Owner shall be named as an additional noticed party on all insurance policies carried by Occupant on any Vehicle in storage. Occupant shall provide proof that Owner has been added within Ten (10) days of signing this Rental Agreement and at least once annually thereafter. Occupant shall, at Occupant's sole expense, maintain insurance on the Vehicle stored in the Storage Space with replacement cost coverage against all perils, without exception, purchased from a licensed insurance agent in the State of Ohio at all times during storage. **Vehicle insurance is required for Occupant's Vehicle Storage.** The only insurance that covers the Vehicle and Personal Property stored in the Storage Space is that purchased by Occupant. Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from Occupant's obligation of insuring Occupant's Vehicle. These Security Type Systems may include lighting, coded gate access, gates, fences and video cameras. Occupant acknowledges that these Security Type Systems are for the protection of the Facility as a whole and not the individual Storage Space. Video cameras, if any, may not be recorded or may not be recorded at all times. These Security Type Systems may not operate properly in the event of a mechanical, electrical, or software failure. Video cameras and other systems should not be relied on to provide additional security for the Vehicle or the Occupant when using the Storage Space.

14. **Damages:** Occupant shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Occupant's storage in the Storage Space, use of the Storage Space, or use of the common areas of the Facility including damage to other occupant's personal property or other occupant's vehicles. In the event Owner invoices Occupant for any charges for repairs, clean-up, replacement, or other damages suffered, Occupant shall pay the invoice within Ten (10) days or it shall become Additional Rent due and payable with the next months Rent. The failure to pay such invoice represents a Default under this Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Agreement.

15. **Access:** Occupant's access to the Vehicle, Storage Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions or all of the Facility for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. These denials of access shall not represent an Event of Default by Owner or the Facility. Owner may change the regular times and methods of access to the Facility with Thirty (30) days written notice posted at the entry of the Facility or Owner's website, or mailed to Occupant. In the event of an Emergency or catastrophe at or around the Facility, or in the event of governmental activity or order, or unsafe weather conditions, Owner may change access hours without notice to Occupant and Owner may require Occupant enter only when escorted by Owner's employees or agents or Owner may deny access to the Storage Space and Facility. Owner shall not be liable for Occupant's inability to enter the Facility or Storage Space as a result of any power outage, hardware or software failure, or errors in use of any access control system by Occupant. Additionally, gate control systems may be adversely affected by snow or ice.

16. **Mold:** Occupant understands that there is a risk of the growth of mold, mildew, moss and/or algae on the inside or outside of Occupant's Vehicle. Owner shall not be liable and is hereby released from liability for mold on Occupant's Vehicle from whatever source and no matter how it occurs. Occupant shall take whatever steps are necessary, including those listed in this Provision, to protect against and prevent mold in/on Occupant's Vehicle. Mold is a naturally-occurring substance and it is possible to have mold appear or grow on Occupant's Personal Property. Occupant shall periodically inspect the Vehicle and take any and all actions necessary to protect Occupant's Personal Property from mold/mildew.

17. **Release of Liability:** Occupant releases Owner, its employees, agents, successors, and assigns from: (i) any and all liability resulting from damage or loss to Occupant's Vehicle or Personal Property contained in the Vehicle including, but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, pest, and rodent damage; or (ii) the acts or failure to act or negligence of Owner, its employees, or agents.

Occupant further releases Owner, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising out of Occupant's storage of the Vehicle, use of the Storage Space, and Facility.

Occupant understands that this Release of Owner's liability, including the value limitations and limitation of Owner's negligence and liability, are bargained for conditions of this Rental Agreement and Owner's consent to enter into this Rental Agreement, and that if Owner were not released and indemnified from the liability as set forth in Provisions 17 and 18 a much higher Rent would have to be agreed upon or Owner would not enter into this Rental Agreement.

18. **Indemnification; Subrogation:** Occupant agrees to waive and to have Occupant's insurer waive any right of subrogation of any claim of Occupant against Owner, Owner's employees, or agents. Occupant agrees to indemnify, defend and hold Owner harmless from any and all loss, claim, demands, damage, liability, expense, fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or Personal Property or Vehicle, or damages to Occupant's Personal Property or other occupant's vehicle, however occurring, or arising out of or related to the use of the Storage Space and Facility by Occupant, Occupant's invitees, and guests, or to any breach of this Rental Agreement by Occupant, Occupant's invitees, or guests. Occupant shall also pay Owner for all of Owner's attorney fees incurred in enforcing any obligation under this Provision #18. Occupant's obligation to indemnify Owner specifically applies to any violation by Occupant of the Owner's environmental conditions and restrictions resulting in damages caused by Occupant, its invitees or guests, regardless of any negligence on the part of Occupant.

19. **Owner May Enter:** Owner, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove/pick/drill Occupant's lock and enter the Vehicle, without notice to Occupant, to take such action as may be necessary to preserve Owner's Facility or Vehicle in the event of an Emergency, or to immediately comply with any applicable law, governmental or court order, warrant, subpoena, or to enforce any of Owner's rights. Occupant is notified that Owner complies with all search warrants and subpoenas for Occupant information.

20. **Responsibility to Inspect the Storage Space.** Occupant shall immediately notify Owner should Occupant become aware of any noxious odors, sounds, or other conditions, or maintenance issues, including without limitation, the presence of any mold or similar condition in Occupant's Vehicle or the Storage Space or emanating spreading from or through any other the Storage Space. Upon receipt of such notification, or should Owner become aware of such conditions, Owner may, notwithstanding anything to the contrary to this Agreement, enter Occupant's Vehicle without notice to make any such necessary inspection, repair, or alteration. Should any such conditions result from Occupant's use of the Storage Space or from a breach by Occupant of the terms of this Agreement, all costs and expenses incurred by Owner in addressing such conditions shall be paid by Occupant on demand and if not paid, shall become Additional Rent.

21. **Owner's Lien:** The Owner of a Self-Service Storage Facility has a lien on the Vehicle and Personal Property stored pursuant to this Rental Agreement in the Storage Space at the Self-Service Storage Facility, or on the proceeds of the Vehicle/Personal Property for Rent, labor, or other charges in relation to the Vehicle/Personal Property that are specified in this Rental Agreement and that have become due, and for expenses necessary for the preservation of the Personal Property, for expenses reasonably incurred in the sale or other disposition of Personal Property pursuant to law.

Explanation: The Occupant's Vehicle/Personal Property may be sold, towed, or otherwise disposed of if Occupant Defaults in any of Occupant's obligations, particularly the obligation to pay Rent and other charges on time and in full under this Rental Agreement.

22. **Defaults; Owner Remedies:** If Occupant breaches any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights Owner may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If Occupant fails to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate the gate access to the Facility upon Default; (ii) boot, chain, or otherwise place a device to deter movement of the Vehicle, no less than Five (5) days after Occupant is delinquent in Rent or otherwise in Default and the placement of Owner's movement deterrent device, along with any written notice sent to Occupant, shall serve as constructive notice that Owner has not received Rent from Occupant for the current Term; however, Rent and other charges shall continue to accrue after deterrence of movement or deactivation of the Vehicle, or access to the Vehicle until the Vehicle is sold, towed, or Occupant cures the Default; (iii) sell or dispose of the Vehicle in the Storage Space as permitted by law; or (iv) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. The act of deterring movement of the Vehicle shall not constitute an election of a remedy by Owner, and shall not constitute Owner taking possession of, or a bailment over, the Vehicle. The obligation to pay Rent and other charges shall not be terminated by the deterrence of movement to deactivation. If Occupant is in Default and a deactivation device is put in place, Owner is not required to remove the chain, boot, or deactivation device or Owner's lock until Three (3) business days after payment in full has been made. In any case Owner shall not be liable to Occupant for any damages Occupant suffers as a result of not being able to get access to, or move the Vehicle after late payment arising from failure to immediately remove Owner's deactivation device overlock. In the event of Default, Occupant forfeits any concessions received and rent for the Storage Space shall automatically increase to the current market rate.

Owner, in addition to such other rights it may have under this Rental Agreement shall notify the titleholder and all lienholders of Owner's intent to sell the stored Vehicle(s) to satisfy Owner's lien. At such time any titleholder or lienholder may pay Owner's lien, remove, and add said costs to any lien the lienholder may have against the Owner of the Vehicle.

If the Occupant is in Default for Sixty (60) or more days, Owner may order the Vehicle towed off the Facility/Storage Space at which time Occupant will also be liable for towing and storage charges by the towing company and Owner shall not be liable for damage to the Vehicle once the towing company takes possession of the Vehicle.

All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

23. **Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Owner to Occupant shall be mailed by first class U.S. mail, postage pre-paid, to Occupant's last known address, or e-mailed to the e-mail address provided by Occupant in the Terms and Conditions and shall be conclusively presumed to have been received by Occupant Three (3) business days after mailing, or upon emailing. All notices from Occupant to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the Office Mailing Address listed on the first page of this Rental Agreement. Occupant is responsible for notifying Owner in writing, via certified mail return receipt requested to the Facility Address; or via a nationally recognized overnight carrier with signature confirmation; or via Owner's secure Website (Portal); or in person, during business hours, in hand, on a form prescribed by Owner, of any change in Occupant's address, email address, or of intent to vacate at the end of the Term. It is important that Occupant keep Owner apprised of any change in address and email address so that Occupant receives all necessary notices.

24. **Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.

25. **Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Storage Space without the prior written consent of Owner. Owner may assign this Rental Agreement and upon assignment Occupant shall be released from all obligations to Occupant under this Rental Agreement. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

26. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions. Owner and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal

Property damage. Owner and Occupant further agree that the Federal or State courts in Delaware County, Ohio shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

27. Entire Agreement: This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of the Facility.

28. Counterparts, Headings and Gender: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neutral gender and the singular or plural number shall be deemed to include the others.

29. Agreement to Mediate: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Owner's right to conduct a lien sale, declare an abandonment, tow the stored Vehicle, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("Excluded Claims") between or involving Owner and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise, before commencing any litigation, will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and Occupant located within 20 miles of the Facility. In the mediation, Owner and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

30. Agreement to Arbitrate: In the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable arbitration rules for expedited arbitration. Arbitration of any Claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the Ownership of the Facility and the Facility's management may be located in a state different from the state in which the Facility is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is necessary. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the giving of notices. All such arbitration proceedings shall take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Occupant and Owner.

31. Class Action Waiver: Except for any disputed claims, any dispute, claim, demand, action, proceeding, or cause of action of any kind or nature whatsoever between Occupant and Owner, whether for damages or for injunctive or other legal, equitable, or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional, or other law shall only be in the Owner's and/or Occupant individual capacity, and not as a class action plaintiff or any class representative or member in any purported class, collective, or other similar proceeding (herein class action, purported class, collective and other similar action shall be collectively referred to as ("Class Action"). Owner and Occupant expressly waive any right and/or ability to maintain or in any way to be part of any Class Action in any forum between and among Owner and Occupant. With respect to any such Claim that is subject to the above arbitration provisions, the arbitrator shall not have authority to combine or aggregate similar Claims, permit, hear, determine or resolve any Class Action, nor shall the arbitrator make an award to any person or entity other than to Owner and/or Occupant and solely in each of the respective individual capacities of Owner and Occupant. Any Claim that all or any part of these arbitration agreement and Class Action waiver provisions are unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction and not by an arbitrator. The arbitration agreement and Class Action waiver provisions shall survive the termination or expiration of this Agreement. Owner and Occupant each understand and Owner and Occupant each expressly acknowledge that each of them would have and/or may have had a right to litigate any and all Claims between and among each of them through a court, to have a judge or jury decide their case(s), and/or that each of them could have been or may have had a right to be a party to a Class Action.

32. Owner's Employees: In the event Occupant requests any of Owner's employees to perform any services for Occupant, it shall be done at Occupant's own risk as Occupant's agent, regardless of whether payment is made for said service(s). Occupant agrees to release, hold harmless and indemnify Owner for any loss, charge or injury Occupant may suffer related to the use of Owner's employees. Occupant further agrees that Occupant's interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

33. Warranty of Information: Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

34. Occupant's Acceptance of the Storage Space "AS IS": Occupant inspected or had the right to inspect the Storage Space and Facility before signing this Rental Agreement and finds the Storage Space to be suitable for the purpose for which Occupant rents such Storage Space and **accepts the same "as is."** Owner makes no express warranties. Owner disclaims and Occupant waives all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Occupant acknowledges that Owner's Agents have no authority to make warranties, express or implied.

35. Pest Control: Occupant is advised that Owner may use chemicals at the Facility, including around the Storage Space, for pest control. For this reason, no pets are allowed. Occupant is solely responsible for arranging, setting, and monitoring and disposing of any pest control devices within the Vehicle, including any tires on the Vehicle. Occupant is advised to provide, set, maintain, and regularly remove, if necessary, any insect or rodent attraction/repellent/trap devices that Occupant deems necessary to protect its Vehicle and Personal Property from loss or damage due to insect or rodent infestations. The only extermination provided by Owner, if at all, is around the Facility containing the Storage Space.

36. Permission to Call, Fax, Use Social Media, Text and/or E-Mail: Occupant recognizes Owner and Occupant are entering into a business relationship at the Facility. As such, to the extent any federal or state law prohibits Owner from contacting Occupant by phone, fax, text, or e-mail, Occupant hereby consents to Owner phoning, faxing, contacting via Social Media, texting, and e-mailing Occupant and that these communications are related to the business relationship. Occupant further gives Owner permission to send text messages to Occupant's provided cell phone number for the purposes of notifying Occupant of conditions involving the Facility or Storage Space, including but not exclusively, late rent and other default issues, unless otherwise prohibited by law. Data charges may apply from Occupant's carrier. Further, Occupant consents to Owner sending notices by email, including notices involving the operations of the Facility and unless prohibited by law, notices of default. For this reason, Occupant agrees to keep a current email address of record with the Owner and to notify Owner of any change in Occupant's email address.

37. The Storage Space: By signing this Agreement Occupant acknowledges that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the {00044382.RTF}

dimensions of the Storage Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Storage Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Storage Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Storage Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant's having agreed to the provisions of this Paragraph and the Waiver and Release contained herein.

38. Loitering: The purpose of this Rental Agreement is for renting Storage Space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Storage Space, including in the Vehicle in the Storage Space or at the Facility at any time for more than Three (3) consecutive hours. If Occupant, Occupant's guests, or invitees are in the Vehicle in the Storage Space or at the Facility for more than Three (3) hours a day, this shall be grounds for immediate termination of occupancy.

39. Snow Removal: Owner, in the event of snow in excess of Six (6) inches, only clears the common drives and parking lots of any snow or ice in the drive aisles of the Facility. It is Occupant's responsibility to remove all snow in front of the Vehicle (towards the Drive aisle). Occupant is advised that by clearing snow or ice, Owner may create un-natural accumulations of snow or ice (such as piles of snow off the side of a snow plow), which are slippery and which Occupant must clear or step over to access Occupant's Storage Space. Further, Owner does not begin plowing operations until the snow event has ended. Owner does not warrant at any time that all snow and ice will be removed or completely clear. During snowfalls, if conditions are not deemed safe by Owner to allow Occupant on to the Facility, such access may be denied. The Owner plows drive aisles at the Facility not to the front/rear or in between the Vehicle. Occupant understands that the act of plowing will result in additional snow being placed within the area between the plowing site and the Storage Space and that it is Occupant's responsibility to either safely remove the snow or ice between the plowed area of the drive aisle and the Storage Space, and to use extreme caution when crossing over the untreated area of the drive aisle between the plowing area and the Vehicle, even if unnatural accumulations of snow or ice are placed in such area.

40. Rules and Regulation: The Rules and Regulation of this Facility are incorporated herein and made a part of this Monthly Rental Agreement as if fully re-written herein. The Rules and Regulations can be changed with Ten (10) days' notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all Occupants and are made for the appropriate and efficient operation of the Facility.

41. Exclusion of all Warranties: The agents and employees of Owner are not authorized to make warranties about the Storage Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by the Occupant and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Storage Space and the Facility, and that Occupant accepts such Storage Space and access to the Facility AS IS AND WITH ALL FAULTS.

The undersigned hereby acknowledges that Occupant has read and understands this Rental Agreement in its entirety (eight pages) and agree(s) to be bound by its terms and conditions.

If this Rental Agreement is executed by the Occupant via a computer generated acknowledgment service, ("Electronic Signature") then Occupant agrees that: Occupant has read and agrees to the terms of the Electronic Signature provider; and agrees that by affixing Occupant's Electronic Signature to this Rental Agreement by checking the box below and any Addendum, including initials on any provision, if applicable, this Electronic Signature shall bind Occupant and be of the same quality as if Occupant had signed or initialed the documents in person, in the presence of a Facility employee.

"Owner":
BPD3 ENTERPRISES, LLC
d.b.a. Delaware Lake Boat and RV Storage

<Owner.Name>
By: It's Authorized Agent

Date Signed: _____

"Occupant"
Signature: _____

Printed Name: _____

****I HAVE READ ALL EIGHT (8) PAGES OF THIS RENTAL AGREEMENT****

