1-800-776-PODS (7637)
TOLL FREE FAX: 866-292-2789
DIRECT FAX: 727-532-2631
PODS.com

THIS SERVICES AGREEMENT ("**Agreement**") sets forth the terms and conditions upon which Company (as set forth in Section 32) will provide services to the party(ies) whose name(s) is set forth in the signature block below or is otherwise referenced in the order confirmation (the "**Confirmation**") issued by the Company to the party(ies) ("**Customer**"). Customer accepts this Agreement by any of the following actions: (a) Customer or its authorized representative provides written or electronic signature or otherwise indicates acceptance; (b) if Customer is a company or other legal entity, an authorized representative provides such written or electronic signature or acceptance; (c) Customer uses or attempts to use any of Company's services; (d) Customer loads or stores goods in a Unit (defined below); or (e) Customer pays for any of Company's services. This Agreement applies to all present and future services provided by Company to Customer and all present and future orders placed by Customer, including, but not limited to, the rental and transportation of a Unit. In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Agreement, the parties hereto hereby agree as follows:

1. SERVICES. Subject to the terms and conditions set forth herein, Customer has or will retain Company's services to rent one or more portable storage containers or units (individually or collectively referred to as a "**Unit**") and, at Customer's request, to arrange for storage at a Facility, transport the Unit locally, and/or arrange for the transport of the Unit long-distance using third party motor carriers ("**Long-Distance Move**"). Customer may elect either to store the Unit with Company at its Facility or to have the Unit remain at Customer's designated location ("**Premises**"). If Customer elects to store the Unit with Company, Customer agrees that Company may store the Unit, in its sole discretion, at any available storage facility operated by Company, its contractors or its franchises (each, a "**Facility**"). Upon providing reasonable advance notice, Customer may access the Unit at the Facility during Company's normal business hours, which are generally 8:30 a.m. to 5:00 p.m. local time. Customer should contact Company at the number listed above to confirm access hours, schedule access, or request special arrangements for access outside normal business hours. **Upon use of the Unit, Customer acknowledges having had an opportunity to examine the Unit and that such Unit is satisfactory for all purposes for which Customer shall use it. Customer hereby authorizes Company to enter upon the Premises whenever Company deems it necessary to enforce any of Company's rights pursuant to this Agreement or pursuant to any state or federal law. Customer warrants that Customer has as owner or otherwise: (a) all the necessary rights with respect to the Premises for purposes of this Agreement; and (b) the right and authority to permit Company's unrestricted entrance upon Premises.** Customer acknowledges and agrees that **no bailment or deposit of goods for safekeeping is intended or created hereunder.** Due to the nature of Company's business and its purpose being self-service storage, Customer further understands that Company is not representing to Customer, in any manner whatsoever, that Company is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Agreement.

2. TERM AND RENT. Company has issued or will issue a Confirmation of Customer's order setting forth the agreed upon pricing, of Company's delivery, pick-up, transportation and storage services, discounts, and other specifics of such order. Company will issue a change order confirmation for changes requested by Customer that are accepted by Company. The rental term for each Unit commences upon the earlier of (a) the date of delivery or (b) the date Customer otherwise occupies the Unit, and continues thereafter on a monthly basis until terminated as provided herein. Customer must pay the Company, in advance, monthly rent (the "**Rent**"), plus any applicable taxes, in the amount set forth on the Confirmation or invoice, without deduction, prior notice, or demand. Rent for the first month and initial charges and fees shall be due prior to taking possession of the Unit and Rent in subsequent months will be due on the monthly anniversary of taking possession or the last day of the month if the corresponding date does not exist in the subsequent month. Time is of the essence with regard to all payment obligations due under this Agreement. Customer will not be entitled to a refund of any Rent or any other fees and charges paid hereunder under any circumstances for services rendered. Company may change the monthly rent and other charges by giving Customer 15 days advance written notice. The new rate will become effective on the first day of the next month when charges are due. In the event that Customer's account has an outstanding balance, Customer understands and agrees that Company does not waive its lien rights on

CA Disclosure for services performed in CA: The details of Customer's discounts, if any, is provided in Customer's respective order confirmation. Customer may terminate any order via Company's call center, Customer's online account, or online chat. Company will not increase any storage rate in excess of 20% within the first 12 months of Customer's rental.

the property stored in the Unit if accepts partial payments to reduce the outstanding balance on Customer's account. Customer understands and agrees that full payment of the outstanding balance must be tendered prior to the sale date to stop a scheduled lien sale.

3. FEES, LATE CHARGES, CANCELLATION, ORDER CHANGE, ETC.

(a) **In the event Customer fails to pay Rent by the 10th day after becoming due or the earliest date permitted by applicable law, Customer shall pay, in addition to any other amounts due, a late charge equal to the lesser of $25.00 on each such occasion or the maximum amount allowed by applicable law for each delinquent payment each and every month that such payment(s) remain(s) delinquent plus Customer will be responsible for all of Company's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.**

(b) In the event Company commences a lien sale as a result of Customer's default in the payment of Rent or other charges due under this Agreement, Customer shall pay, whether or not a lien sale occurs, all costs and expenses incurred by Company associated with processing the delinquent account, including advertising and mailing fees, plus a lien handling charge of up to $75.00.

(c) ***Payment Authorization***. Customer authorizes Company to charge Customer's credit card account, without the signature of Customer, for any and all amounts owed under this Agreement (collectively, "**Charges**"), including, without limitation, Rent, change orders, container exchanges, cancellation fees, late charges, handling charges, and costs associated with the processing of Customer's account, whether or not such amounts are delinquent and even if Customer has selected another method of payment as the preferred method. Charges shall also include, without limitation, (i) any costs and expenses incurred by Company in connection with the removal, relocation, transportation, storage, impoundment, or recovery of the Unit, including those arising from compliance with requests or demands of Third Parties (as defined in Section 36), as well as any related fines, penalties, towing charges, storage fees, and legal expenses, and (ii) the costs to repair or restore the Unit to its pre-loss condition (ordinary wear and tear excepted), or, if the Unit is lost, destroyed, damaged beyond repair, not returned, or otherwise cannot be recovered by Company for any reason, the replacement value of the Unit, as reasonably determined by Company. Customer agrees that such Charges may be processed without prior notice and shall be due and payable upon charge. Company shall have no liability to Customer for Charges applied to Customer's credit card account, provided such Charges are applied by Company in good faith.

(d) Additional fees may be incurred in connection with transporting Customer's Unit between Facilities for any Long-Distance Move. Additional fees may be incurred for delivery, redelivery or extended delivery, in addition to any fee assessed against Company for any military DITY weight, as applicable. Customer will be charged up to a $75.00 handling fee if Customer requests Company to exchange a Unit delivered to Customer for a different size Unit.

(e) ***Cancellation & Order Change***. Any attempted service, cancellation or change in any order shall be subject to Company's policy found online at www.pods.com/Cancel. Customer acknowledges and agrees to pay the applicable cancellation fees, attempted service fee and service charges set forth in the foregoing policy. Customer understands any order change may result in a change in any rate including the handling and delivery fees stated in the Confirmation.

(f) If Customer does not know and disclose the specific zip code for initial delivery, redelivery or final delivery of the Unit at the time of the placement of Customer's order, Customer acknowledges and agrees that, at Company's option: (i) the Company may not service the zip code finally determined by Customer and Company has the right to refuse to deliver the Unit to Customer's requested destination without liability to Company in such instance, or (ii) deliver the Unit to the zip code finally determined by Customer may be subject to additional extended delivery fees which Customer agrees to pay due to the distance of the Customer's destination from the Facility or from the Customer's Premises, as applicable.

(g) ***Fuel Surcharge***. Company may apply a Fuel Surcharge to local delivery, pickup, redelivery, Long-Distance Moves, and other transportation-related services. The Fuel Surcharge is established at the time of booking based on Company's estimate of anticipated fuel and transportation-related costs at the time services are expected to be performed, informed by current national average fuel price data, prevailing market conditions, operational costs, and anticipated transportation requirements. For Long-Distance Moves, Company may utilize a network of third-party motor carriers that charge transportation rates using different methodologies, including fixed pricing or mileage-based rates with fuel-related components. For local services, transportation may be performed by Company using Company-owned or operated vehicles and personnel. The Fuel Surcharge is a standardized component of Company's pricing and is not a direct pass-through of any particular carrier's charges, Company's actual fuel costs, or the actual transportation costs incurred for any specific service or move. The surcharge may be assessed on a per-container, per-service, distance-based, flat-fee, or other basis as reflected in the applicable Confirmation. Because fuel, labor, equipment, and transportation-related costs may change between booking and the time services are performed, the Fuel Surcharge will not be adjusted based on actual costs incurred.

4. LIMITS ON USE. Customer understands and agrees that Company need not be concerned with the kind, quantity or value of personal property or other goods stored by Customer in the Unit pursuant to this Agreement. Customer specifically acknowledges and agrees: (a) that the Unit may be used for storage only, and that the use of the Unit for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Customer assumes full responsibility and liability for packing Customer's property in the Unit and for securing Customer's property for over the road transportation and (c) the weight of

Customer's property packed into the Unit shall be evenly distributed throughout the Unit. Customer shall store only personal property throughout the tenancy that Customer owns or has the legal right and authority to store in the Unit. Customer shall not use the Unit in any manner that will constitute waste, nuisance or unreasonable annoyance to other customers at the Facility. **Customer acknowledges and agrees that the Unit and the Facility are not suitable for the storage of objects which have sentimental value to the Customer or others, including, but not limited to, heirlooms or precious, invaluable or irreplaceable property such as works of art, photographs, collectibles and other items for which no immediate resale market exists. Customer agrees that the value of any of the foregoing items that Customer chooses to store in the Unit in violation of this provision shall be limited to the salvage value of the item's raw materials. Further, Customer acknowledges and agrees not to store the following items in the Unit: food or perishable property, personal documents or records containing sensitive personal information, hazardous, illegal, stolen, environmentally harmful, explosive or flammable property, batteries, money, precious metals, jewelry, watches, furs, vehicles, motorcycles, engines, computer software or programs, media or computer data contained on hard disks or drives. Unless Customer satisfies Customer's insurance requirements set forth below, Customer agrees not to store property in the Unit that has an aggregate value of over $5,000. Customer further agrees not to store property in the Unit that may cause consequential damages or emotional distress to Customer or others if it were missing, stolen, sold or damaged.**

5. CUSTOMER'S RISK AND LIABILITY / INSURANCE OBLIGATION. Subject to Sections 6 and 8, whether the Unit is located at the Customer's Premises, at the Facility or in transit, Customer personally assumes all risk of loss or damage to or theft of Customer's property stored in the Unit however caused, including, without limitation, burglary, shifting of contents while in transit, mysterious disappearance, motor vehicle accidents, fire, water, rodents, insects, vermin, bugs, earthquakes, acts of God, vandalism, mold, mildew, or the active or passive acts or omissions or negligence of Company or Company's Parties. Customer specifically acknowledges that Company shall not be liable for any damage to or loss of Customer's property for any reason unless specifically assumed through the Contents Protection (defined below). **It is Customer's responsibility to adequately insure the property stored by Customer. Customer agrees to insure the actual full value of the stored property against loss and damage**.

6. CONTENTS PROTECTION. Notwithstanding Section 5, in lieu of obtaining insurance, Customer may choose to have Company contractually (a) assume responsibility for specified loss (subject to applicable exclusions) resulting from certain named perils (such as fire, wind, hail, smoke, collapse of building, burglary, etc.) ("**Named Perils**"), and (b) obtain insurance protecting Customer's contents from such loss with an insurance company rated no less than "A" (excellent) by A.M. Best Co (the "**Contents Protection**"). The terms and conditions of Contents Protection are set forth in the Contents Protection/Duty to Insure Addendum, which can be found at www.pods.com/CPO (the "**CP Addendum**"). Such terms and conditions establish and clarify the contractual liabilities of each party if Customer orders Contents Protection from Company and makes all additional payments thereunder. Customer may choose to obtain supplemental insurance from their own homeowner's or renter's carrier or Customer may elect to be "self insured." If Customer elects to have Contents Protection, (i) Company's 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 obtaining insurance protecting Customer's contents from such loss, and only to the extent such insurance is collectible; (ii) Customer shall be a loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; (iii) Company's obligation to assume the risk of loss under the Contents Protection resulting from Named Perils shall not exceed the limit of coverage secured by Customer under the CP Addendum; and (iv) Container Only Option Protection shall apply, which is further described below. Although Company and Company's Parties may share information about the insurance policy purchased by the Company with Customer, Customer understands that Company and Company's Parties are not an insurance company or insurance agents. Company has not explained any coverage or assisted Customer in making any decision to purchase any particular insurance policy. Company is not making any representations about the coverage provided by such insurance policy. Company's agreement to assume responsibility for and obtain insurance protecting Customer's contents from loss is not an insurance transaction.

7. LIMITATION OF LIABILITY. Subject to Sections 6 and 8, Company and Company's Parties shall not be responsible to Customer or to any other person for any damage or loss however caused, including, without limitation, Company and Company's Parties active or passive acts, omissions, negligence or conversion, unless the loss or damage is directly caused by Company's fraud, willful injury or willful violation of law. In addition, Customer hereby releases Company and Company's Parties from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that could have been insured against. Customer expressly agrees that the carrier of any insurance obtained by Customer (e.g., homeowner's insurance) shall not be subrogated to any claim of Customer against Company or Company's Parties. **CUSTOMER WAIVES ANY CLAIM FOR EMOTIONAL OR FOR SENTIMENTAL ATTACHMENT TO CUSTOMER'S PROPERTY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO CUSTOMER. OTHER THAN THE LIABILITY SPECIFICALLY ASSUMED THROUGH CONTENTS PROTECTION UNDER SECTION 6, COMPANY'S AND COMPANY'S PARTIES TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY REASON, INCLUDING FROM DAMAGE TO OR LOSS OF CUSTOMER'S PROPERTY, SHALL NOT EXCEED $5,000. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT**

ENLARGE THIS LIMIT.

8. LIMITATION OF LIABILITY DURING TRANSIT. Customer acknowledges and agrees that Company may use a third party motor carrier to transport Customer's Unit between two Facilities under its federal broker operating authority. Company's and Company's Parties' liability for damages relating to any damage to or loss of Customer's personal property under this Agreement during transit between two Facilities in connection with a Long-Distance Move caused by either Company or Company's Parties is limited to $5,000. Such liability may, on request of Company, at the time of Customer's order or within a reasonable time thereafter prior to transit, be increased from $5,000 to $6,000 by calling Company's representative at (855) 858-8228. If such request is made for any order and accepted by Company, the Customer will be charged, which Customer agrees to a pay, a one-time fee of $50.00.

9. INDEMNITY & NONLIABILITY. Customer shall indemnify, defend and hold harmless Company, its affiliates, motor carriers, brokers and agents, and each of their respective directors, officers, members, employees, agents and representatives (collectively, "**Company's Parties**") from and against any and all losses, liabilities, costs, expenses, attorneys' fees, fines, damages, claims, demands, causes of action and lawsuits of any kind whatsoever in any way arising from, or as a result of, or in connection with, Customer's use of the Unit or Facility, including, without limitation, as a result of any of Customer's breach of Customer's obligations pursuant to this Agreement. Customer agrees that Company and Company's Parties including the owner of the Facility shall not be liable whatsoever to the Customer or Customer's invitees, family, employees or agents for any personal injury arising from Customer's use of the Unit or the Facility from any cause whatsoever including, but not limited to, the active or passive acts or omission or negligence of the Company, Company's Parties or the owner of the Facility.

10. LIEN. COMPANY HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN CUSTOMER'S (OR OCCUPANT'S) UNIT (OR SPACE) FOR RENT, 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. IN ADDITION TO ANY LIEN AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, CUSTOMER HEREBY GRANTS TO COMPANY A CONTRACTUAL COMPANY'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE UNIT OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS AGREEMENT, COMPANY MAY DENY ACCESS TO THE UNIT AND BEGIN THE ENFORCEMENT OF ITS LIEN AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE UNIT OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH CUSTOMER'S PROPERTY IS LOCATED WHEN COMPANY COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO COMPANY, WILL BE PAID (IF ANY) TO THE STATE TREASURER IF UNCLAIMED BY THE CUSTOMER AS PRESCRIBED BY APPLICABLE LAW (WHICH MAY BE ONE YEAR OR MORE AFTER THE SALE). AS COMPANY HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE UNIT, CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT COMPANY PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S UNIT TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS. FOR THE AVOIDANCE OF DOUBT, IF CUSTOMER ORDERS MULTIPLE UNITS AND FAILS TO MAKE PAYMENT FOR ANY ONE UNIT, COMPANY'S LIEN, AS DESCRIBED IN THIS SECTION, APPLIES TO ALL UNITS.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE HERE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM NOTICES OF LIEN MAY BE SENT: _____

_____

IF CUSTOMER ACCEPTED THIS AGREEMENT ONLINE, ANY ALTERNATE CONTACT INFORMATION PROVIDED ONLINE IS INCORPORATED HEREIN BY REFERENCE. IF NO ALTERNATE CONTACT INFORMATION IS PROVIDED AND NONE IS PROVIDED ABOVE, PLEASE CONTACT COMPANY TO PROVIDE SUCH INFORMATION.

11. NO REPRESENTATIONS OR WARRANTIES. To the maximum extent allowed by applicable law, Company hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Unit and the Facility, *including any warranties of merchantability or fitness for a particular use or purpose*. Customer hereby acknowledges and agrees that Company does not represent or guarantee the safety or security of the Unit or the Facility or of any property stored therein and this Agreement does not create any contractual duty for Company to create

or maintain such safety or security. Customer further acknowledges and understands that Company makes no assurances or guarantees regarding the time of pick-up or delivery of any Unit. Customer hereby acknowledges that *t*emperature and humidity levels within the Facility will not be constant at all time and that Company does not guarantee a particular temperature or humidity range anywhere in the Facility. Customer hereby assumes all risk of loss to any stored contents due to fluctuations in temperature and humidity.

12. ACCOUNT ACCESS. Customer may designate an alternate contact ("**Authorized Representative**") on Customer's account. By doing so, Customer authorizes Company to grant the Authorized Representative full and unrestricted access to Customer's account, including, without limitation, the ability to change order information, schedule or modify services, obtain account or order updates, and schedule access to the Unit. Customer further authorizes Company to discuss all aspects of Customer's account with the Authorized Representative, including any outstanding balances. Customer may remove an Authorized Representative at any time. Company may, in its discretion, remove any Authorized Representative or refuse to grant access to any person if Company believes such action is necessary for security, fraud-prevention, or account-verification purposes. Company may verify the identity of Customer or any Authorized Representative through telephone number matching, answers to security questions, or other information reasonably requested by Company at its sole discretion. Access may be denied if Company is unable to verify the identity of the requestor to Company's satisfaction. In the event Customer is deceased, Customer agrees that Company may provide account access and the Unit to the Authorized Representative. If Customer's estate does not appoint a personal representative, Company may rely on an affidavit from the individual requesting access to the Customer's account or Unit. Customer's estate shall indemnify and hold Company harmless from any claims, losses, or liabilities arising from Company's reliance on such affidavit or otherwise granting access to the Authorized Representative.

13. WEIGHT LIMITS. Customer acknowledges and agrees that the maximum weight/load of Customer's property shall not exceed: 4,200 pounds for 16' Unit, 4,700 pounds for 12' Unit, and 5,200 pounds for 8' Unit. The foregoing weight limits do not apply to a Customer that does not require the transport of Customer's Unit at any time by Company with Customer's contents stored inside. The foregoing weight limits may be updated by Company from time to time. Company may exercise any of its rights it may have hereunder if Customer violates this section to include not moving or transporting the Unit. Customer acknowledges and agrees that Company will not move or transport a Unit that is deemed by Company to weigh in excess of the established weight limits.

14. PLACEMENT OF UNIT. (a) Company will endeavor to place the Unit in the location designated by Customer. Customer represents and warrants that the requested placement location has adequate space, clearance (including a minimum of 15' in height), appropriate distance from any Structure, and sufficient ground stability and structural integrity to support the weight and dimensions of the Unit, the delivery vehicle, and all related equipment.
(b) Customer acknowledges that Company requires a minimum clearance of four (4) feet from any Structure. For purposes of this Agreement, "**Structure**" includes, without limitation, any residence, garage, carport, commercial building, fence, retaining wall, or tree. Customer further acknowledges that placing or retrieving a Unit within four (4) feet of a Structure creates a significant risk of damage or loss to such Structure arising from Company's delivery equipment and operations.
(c) At Customer's request, Company may access or operate on a lawn, unpaved surface, or other non-reinforced area of Customer's Premises to deliver, place, or retrieve the Unit. Customer acknowledges that such access and operations may result in damage to the Premises and/or surrounding property.
(d) If Customer fails to provide placement instructions prior to delivery, or if Company determines, in its reasonable discretion, that the requested placement location is unsuitable due to inadequate space, clearance, or safety concerns, Customer authorizes Company to place the Unit at an alternative location on the Premises that Company deems reasonably accessible under the circumstances, including an area adjacent to a street serving the Premises.
(e) To the fullest extent permitted by law, if (i) Customer's requested placement location does not comply with subsection (a), (ii) Customer requests placement within four (4) feet of a Structure in violation of subsection (b), (iii) Customer requests access over areas described in subsection (c), or (iv) Company places the Unit pursuant to subsection (d), then Customer assumes all risk of damage to the Premises and any Structure. Customer hereby releases, indemnifies, and holds harmless Company and its agents from and against any and all claims, damages, losses, and expenses arising out of or relating to such placement, delivery, or retrieval, including, without limitation, damage otherwise covered by Customer's insurance.
(f) Any deliveries or retrievals of the Unit as described herein requiring Company to access the Unit by way of non-paved areas shall permit Company, at its option, to assess Customer a service charge, which Customer agrees to pay. There shall be no rent or delivery fee refunds for Company's inability to deliver the Unit through no fault of Company. Customer agrees that Customer will not relocate the Unit. In the event it is determined that the Unit has been relocated, Customer agrees to pay an additional fee of not less than $75.00 and up to current retail value of the Unit plus any costs associated with the retrieval of the Unit.

(g) Notwithstanding any instructions provided by Customer, Company's driver shall have final authority to determine the location and manner of placement of the Unit at the delivery site. Company reserves the right to refuse or modify any requested placement if, in the driver's judgment, such placement is unsafe, inaccessible, or may result in damage to property or equipment.

15. LOCK; ALTERATIONS. Customer shall provide, at Customer's own expense, a lock for the Unit which Customer, in Customer's sole discretion, deems sufficient to secure the Unit. Customer shall not provide Company or Company's Parties with a key and/or combination to Customer's lock. ***The Unit must be properly locked by Customer prior to Company moving the Unit.*** Customer shall not make or allow any alterations of any kind or description whatsoever to the Unit without, in each instance, the prior written consent of the Company.

16. RIGHT TO ENTER, INSPECT AND REPAIR UNIT. Customer grants Company, Company's Parties or the representatives of any governmental authority, including police and fire officials, access to the Unit and the Premises where such Unit may be located, if necessary, as required by applicable laws and regulations or in connection with Company exercising its rights as set forth in this section. In the event Customer shall not grant access to the Unit as required, or in the event of an emergency or upon default of any of Customer's obligations under this Agreement, Company, Company's Parties or the representatives of any governmental authority shall have the right (without prior notice), but not the obligation, to remove Customer's locks and enter the Unit for the purpose of examining the Unit or the contents thereof or for the purpose of making repairs or alterations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous materials or to enforce any of Company's rights.

17. TERMINATION. Company may terminate this Agreement and/or any order for any or no reason effective immediately upon written notice to Customer. Customer may terminate this Agreement and/or any order at any time giving notice to Company and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, Customer shall only be entitled to terminate this Agreement or order provided there are no outstanding amounts owing to Company and Customer is not in default under this Agreement. Notwithstanding any provision to the contrary in this Agreement, no monthly rent shall be prorated or refunded if the termination occurs prior to the end of a full rental month.

18. DEFAULT. The following events shall be deemed to be events of default by Customer under this Agreement: (a) Customer fails to pay Rent and any other amounts due under this Agreement; (b) Customer fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not cure such failure within ten (10) days after written notice thereof to Customer; or (c) Customer abandons the Unit.

19. REMEDIES UPON EVENT OF DEFAULT. If an event of default shall occur and so long as such default shall be continuing, Company may at any time thereafter at its election: (i) deny Customer access to Customer's property stored in the Unit, (ii) immediately terminate this Agreement by giving notice to Customer, (iii) enter upon Customer's Premises and take possession of the Unit and Customer's property stored in the Unit, (iv) expel or remove Customer from the Unit, without being liable for prosecution or any claim of damages, (v) CHARGE CUSTOMER ALL EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY COMPANY THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER, and/or (vi) pursue any other remedies provided for under this Agreement or at law or in equity. In the event that Company repossesses the Unit, Customer hereby consents to Company attending the Customer's Premises and such repossession and waives Customer's claim for trespass and/or conversion and agrees that Customer shall not hold Company liable for any damage or loss to Customer's property or Customer's Premises arising from said repossession. Company's remedies, including its lien rights, are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies available to Company at law or in equity.

20. CONDITION OF UNIT UPON TERMINATION; DAMAGE WAIVER. Upon termination of this Agreement for any reason, Customer shall remove all Customer's personal property from the Unit, unless such property is subject to Company's lien rights pursuant to this Agreement, and shall immediately deliver possession of the Unit to Company in the same condition as delivered to Customer, reasonable wear and tear excepted. ***Customer agrees that any personal property left in the Unit shall be deemed abandoned by Customer, and with respect thereto, Customer authorizes Company to remove such property from the Unit and either dispose of it in any manner in Company's sole discretion and without liability to Customer or retain such property as collateral for payment of the removal charges and/or any other amounts due Company. Nothing herein shall be construed as imposing a duty upon Company to store or safeguard the Customer's property. Customer shall be responsible for a clean-out fee of up to $150.00 plus Customer shall pay for any of Company's out-of-pocket expenses incurred by Company associated with cleaning-up of the Unit and the disposal of such property by Company.*** While the Unit is not in Company's possession, Customer accepts all responsibility for theft of or damage to the Unit regardless of

Customer's fault or negligence, the fault or negligence of any other person or acts of God (e.g., fire, rain, wind, etc.), and shall reimburse Company for all expenses reasonably incurred by Company to replace or restore the Unit that shall be paid by the Customer as additional rent. Company offers optional Unit damage waiver ("**Container Only Option Protection**" or "**COO**") that Customer may purchase from Company. If Customer purchases COO, Company agrees to contractually waive Customer's responsibility for all of the cost of damage however caused to the Unit regardless of fault or possession of the Unit, except that COO shall be invalidated if (a) the Unit is (i) deliberately damaged by Customer, (ii) damaged due to Customer's gross negligence, or (iii) damaged as a direct result of an act of Customer prohibited by the terms of this Agreement or due to the storage of an item(s) prohibited by the terms of this Agreement, (b) Customer fails to make payments for COO, or (c) Customer fails or refuses to provide Company, the police or other authorities with a full report of any accident or vandalism involving the Unit or otherwise fails to cooperate with Company, the police or other authorities in the investigation of any accident or vandalism. **The Container Only Option Protection applies only to the Unit and is not protection for the contents stored in the Unit.**

21. RELEASE OF INFORMATION. Customer agrees to be bound by the terms and conditions of Company's privacy policy found online at www.pods.com regarding the use and release of Customer's personal information. Customer hereby authorizes Company to release any information regarding Customer and Customer's order details with Company as may be permitted by Company's privacy policy or as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including, but not limited to, officials from local and state code enforcement agencies.

22. NOTICES. Except as otherwise expressly provided in this Agreement, 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. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed delivered 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 addition, Company may communicate with Customer and provide Customer with any written notices required by applicable law or authorized under this Agreement via electronic mail if Customer has provided the Company with an electronic address.** Notices to Company shall be sent to PODS Enterprises, LLC, 5585 Rio Vista Drive, Clearwater, FL 33760. For purposes of any lien notice, Customer agrees that PODS may send notices to any address on record, including the mailing address, billing address, delivery address, or redelivery address. Customer acknowledges and agrees that sending notice to any of these addresses shall satisfy PODS' legal obligation to provide notice. For purposes of any lien notice, Customer agrees that Company may send notices to any address on record for the Customer, including the mailing address, billing address, delivery address, or redelivery address. Customer acknowledges and agrees that each such address constitutes an address provided by Customer for purposes of notice and may be treated by Company as the Customer's "last known address" under applicable law. Sending notice to any such address shall satisfy PODS' legal obligation to provide notice to the Customer. Customer further agrees that such notice may be delivered by U.S. mail, certified mail, email, or any other method permitted by applicable law. Customer acknowledges and agrees that actual receipt of any lien notice shall not be required, and that any notice sent by Company in accordance with this Agreement and applicable law shall be deemed properly given whether or not the notice is actually received by Customer.

23. NOTIFICATION OF CHANGE OF ADDRESS. Customer shall notify Company of any change to Customer's mailing address for purposes of receiving lien notices or other legal notices within ten (10) days after such change, and shall provide Customer's current mailing address. Any change of address shall be effective only if Customer provides notice to Company by one of the following methods: (i) written notice delivered to Company at the physical address set forth in Section 22 above; (ii) email to Company's designated accounts receivable representative with confirmation of delivery or receipt; or (iii) updating Customer's mailing address through Customer's online account with Company. Company shall be entitled to rely on the addresses reflected in its records unless and until a change of address is received through one of the methods described above. Any purported notice of a change of address provided through any other method shall not be effective for purposes of updating Customer's address for lien or legal notices. Customer assumes all risk of failing to provide notice of a change of address in accordance with this Section.

24. ASSIGNMENT; SUCCESSION. Customer shall not assign or sublease the Unit or any portion thereof without in each instance the prior written consent of Company. Company may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, Company 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.

25. RULES AND REGULATIONS. The rules and regulations (the "**Regulations**") of Company's Facilities posted in a conspicuous place at the Facility are made a part of this Agreement and Customer shall comply at all times with such Regulations while at the Facility. Company shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Unit, Facility and all common areas of the Facility, or for the preservation of good order and,

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

26. LOCAL ORDINANCES AND REGULATIONS. Customer acknowledges that Customer's use and placement of the Unit may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. ***Customer assumes full responsibility for identifying and complying with local ordinances and for any fines and/or penalties, monetary or otherwise, resulting from Customer's use or placement of the Unit in violation of such ordinances, rules and/or regulations.***

27. FORCE MAJEURE. Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, 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, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

28. COMMUNICATIONS. Customer consents that any phone call with Company may be monitored or recorded by Company. Customer understands and agrees that telephonic communications with Company or Company's Parties may be recorded under the business exception of Florida statute Chapter 934. By providing cellular number(s) to Company, Customer authorizes Company or their agents and/or assigns to contact Customer at such number(s) using any means, including but not limited to placing calls using an automated dialing system, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages, regarding matters relevant to Customer's account, including, without limitation, estimated time of arrivals and pickups of containers, status of Customer's contract, accounts payable, and any other operational or account matters.

29. SEVERABILITY. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

30. JURY TRIAL WAIVER. Customer agrees to waive their rights to a jury trial for any and all claims made against or through Company.

31. NOTICE OF CLAIMS. Customer agrees to notify Company of all claims no later than the earlier of sixty (60) days from the initial discovery of the claim or default or sixty (60) days following the expiration or termination of this Agreement and failure to do so will result in the forfeiture of said claim.

32. CONTRACTING PARTY; CHOICE OF LAW; WAIVER OF CLAIMS; LOCATION FOR RESOLVING DISPUTES.

(a) If Customer hires Company to arrange for the shipment of a Unit from a location or Facility in the U.S. to another location or Facility within the U.S. or Canada, the contracting party for the Company is **PODS ENTERPRISES, LLC**, a Florida limited liability company and has U.S. DOT no. 1397252, MC # 530785-P, Freight Forwarder #5685 and Broker #5035785-B. This Agreement shall be governed and construed in accordance with the laws of the state of Florida. Customer consents to the exclusive jurisdiction of the state or federal courts located in Hillsborough and Pinellas Counties, Florida for any dispute arising out of this Agreement. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

(b) If Customer hires Company to arrange for the shipment of a Unit from a location or Facility in Canada to another location or Facility within the U.S. or Canada, the contracting party for the Company is **PORTABLE STORAGE CANADA LIMITED**. This Agreement shall be governed and construed in accordance with the laws of the state of the Province of Ontario. Any claims by Customer arising under this Agreement must be brought in a court of competent jurisdiction in Ontario. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

(c) **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION OR SIMILAR PROCEDURAL DEVICE.**

33. AGREEMENT UPDATE. Company may make changes to the terms and conditions of this Agreement from time to time by either making the updated agreement available through Customer's online account or by mailing the updated agreement to Customer's last known address. Company may make such changes, at Company's option, without providing any special notice or

upon 30 days prior written notice to Customer.

34. **THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, any Company Party is a third-party beneficiary of this Agreement, and has the right to enforce the provisions of this Agreement directly against the Customer.

35. ENTIRE AGREEMENT. This Agreement, including all other documents specifically referenced in this Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No oral statements or promises from any employee or agent of Company that conflict with this agreement have any binding effect. **THE CUSTOMER'S CONTINUED USE OF ANY UNIT SHALL BE DEEMED ACCEPTANCE OF THIS AGREEMENT AND SHALL AGREEMENT SHALL BE ENFORCEABLE AGAINST THE CUSTOMER AS IF IT HAD BEEN SIGNE BY THE CUSTOMER.**

36. THIRD-PARTY REMOVAL REQUESTS. Customer acknowledges that Company may receive demands or requests from third parties, including, without limitation, landlords, property owners, homeowners' associations, governmental authorities, or other parties with authority over the premises (collectively, "**Third Parties**"), requiring the removal or relocation of the Unit from the Premises. Customer hereby authorizes Company to comply with any such Third Party request, in Company's reasonable discretion and without prior notice to Customer, and agrees that Company shall not be liable for any delay, inconvenience, or damage to Customer's stored property or the Premises arising out of or related to such removal or relocation. Customer further agrees to release, indemnify, and hold harmless Company and its agents from and against any and all claims, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (i) Company's compliance with any Third Party request, or (ii) Customer's failure to obtain or maintain any required permission, authorization, or legal right to place the Unit on the Premises. In the event the Unit is removed, relocated, or impounded by any person or entity other than Company, Customer shall be solely responsible for all costs and expenses incurred in connection with the recovery, transportation, storage, and redelivery of the Unit, including, without limitation, towing charges, impound fees, storage fees, and legal expenses. Customer further agrees to reimburse Company for any damage to the Unit arising out of such removal, relocation, or impoundment.

37. STATE SPECIFIC DISCLOSURES AND TERMS. **ARIZONA: A LATE FEE MAY BE CHARGED BY COMPANY FOR EACH MONTH THAT CUSTOMER DOES NOT PAY RENT WHEN DUE. COMPANY'S LIEN ON CUSTOMER'S PERSONAL PROPERTY ACCRUES AS OF THE DATE RENT IS UNPAID AND DUE. CUSTOMER'S PROPERTY MAY BE SOLD TO SATISFY THE LIEN IF THE CUSTOMER IS IN DEFAULT. Any insurance protecting the personal property stored within a Unit against fire, theft or damage must be provided by the Customer.** Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit and whether any protected property is or will be stored in the Unit. **ALABAMA, COLORADO & UTAH:** 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. Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit. **CALIFORNIA:** Customer's 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. WAIVER: Customer acknowledges that the California Self-Service Storage Facility Act requires Company to disclose to Customer, at least 72 hours prior to delivery to Customer of an empty Unit, this Agreement and the terms and conditions set forth in Section 21707.1(a)(5) of California's Business and Professions Code. Customer acknowledges that Company provided Customer a document with such terms and conditions and that Customer fully understands and voluntarily waives Company's requirement to provide Customer with this Agreement and such terms and conditions at least 72 hours prior to the delivery to you of an empty Unit. **FLORIDA & MINNESOTA:** Please disclose to Company whether Customer is a member of the uniformed services as that term is defined in 10 U.S.C. s. 101(a)(5). **HAWAII:** Customer's 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 15 consecutive days and that such actions are authorized by the Hawaii Self-Service Storage Facility Act. **IDAHO:** Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit. **LOUISIANA**: Company operates under Common Carrier Certificate **#8503**. **MARYLAND: PROPERTY MAY BE SOLD TO SATIFSY COMPANY'S LIEN IF THE CUSTOMER IS IN DEFAULT. THE SALE OF PERSONAL PROPERTY STORED IN THE UNIT TO SATISFY THE LIEN SHALL BE ADVERTISED IN A NEWSPAPER OF GENERAL CIRCULATION IN**

THE JURISDICTION WHERE THE SALE IS TO BE HELD, BY ELECTRONIC MAIL, OR AN ONLINE WEBSITE. MICHIGAN: Notice: If Customer fails to make the required payments, Customer will have to vacate the Unit or Customer's property may later be sold at a public sale. Before the sale, Customer will be notified by first-class or by electronic mail of the amount due. The notice will be mailed to Customer's last known address. In order to preserve Customer's right to be notified, it is important that Customer notify Company in writing of any change in Customer's mailing address. Also, Customer should supply Company with the name and address of another person who can reach Customer if Customer is not at Customer's mailing address, and Company will notify that person at the same time and in the manner as Company notifies Customer. **MASSACHUSETTS: The property stored in the Unit is not insured by Company against loss or damage**. **MINNESOTA:** Please initial here if Customer declines to provide an optional alternate contact person as made available under Section 10. _____ If Customer accepted this Agreement online, please contact Company to inform Company of such declination. Company does not provide any type of insurance which would protect the Customer's personal property. **NEW MEXICO:** All items stored in the Unit will be sold or otherwise disposed of under the terms and conditions of the Self-Service Storage Lien Act [48-11-1 to 48-11-9 NMSA 1978] if Customer is in default. Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit. **NEW HAMPSHIRE:** In event that Company enforces its lien, a notice of the sale of Customer's contents shall be served upon Customer by Company in person or by registered or certified mail at the last known address, no less than 14 days before the sale, stating the time and place of sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed. **OKLAHOMA**: Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit. All property stored in the Unit will be sold or otherwise disposed of if no payment has been received for a continuous 30 day period. **NEVADA:** CUSTOMER'S 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. IT IS UNLAWFUL TO USE THE UNIT AS A RESIDENCE. COMPANY IS NOT LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY STORED IN THE UNIT. CUSTOMER MUST PURCHASE INSURANCE FOR PROPERTY STORED IN THE UNIT. SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS. Customer must disclose to Company if any items of "protected property" are stored in the Unit. If Customer is subject to mandatory licensing, registration, permitting or other professional or occupational regulation by a governmental agency, board or commission and the protected property to be stored is related to the practice of that profession or occupation by the Customer, Customer must provide written to that agency, board or commission stating that the Customer is storing protected property, identifying the general type of protected property being stored and proving complete contact information of the facility. Customer shall give Company a copy of any written notice provided pursuant to the foregoing. For purposes of the foregoing, "protect property" means personal property, the sale of which or prohibition against the sale of which is regulated by state or federal law. Customer must provide complete contact information for a secondary contact who may be contacted by the Company if the Company is unable to contact the Customer. **NEW YORK: Notice: The monthly occupancy charge and other charges stated in this Agreement are the actual charges Customer must pay. OREGON:** Customer's personal property is not protected by insurance held by Company. **PENNSYLVANIA:** Company shall not be liable to Customer or a third party for the removal or sale of personal property which is not Customer's property or upon which a prior lien has attached, unless notice shall have been given to Company by Customer that the property placed in the Unit was not Customer's property. Customer is required to inform Company of the nature and identity of any property placed in the Unit which is not Customer's property. **RHODE ISLAND**: In the event that Company enforces its lien by selling Customer's personal property at a public auction, Company shall advertise the sale prior to the public auction at www.providencejournal.com. **TENNESSEE: Company has a lien on Customer's stored property that is stored pursuant to this rental agreement and the lien may be enforced by selling the property if rent and other charges are not paid for 15 or more consecutive days.** Customer is required to disclose to Company any lienholders with an interest in property that is or will be stored in the Unit. **UTAH:** 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 Unit. **WASHINGTON:** Customer is required to disclose any lienholders or secured parties who have an interest in the property that is or will be stored in the Unit. When any part of the rent or other charges due from an occupant remains unpaid for 6 consecutive days, Company may deny Customer access to the Unit. Customer's property may be subject to claim of a 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 Chapter 19.150 RCW, Self-Service Storage Facilities. **WISCONSIN:** Company has a lien on personal property stored in the Unit and that the Company may satisfy the lien by selling the personal property, as provided by Section 704.90 of the Wisconsin statutes, if the Customer defaults or fails to pay rent for the storage of personal property abandoned after the termination of this Agreement. **GEORGIA:** The Company's lien attaches as of the date the personal property is placed into the Unit or brought to the Facility. Customer s required to disclose to Company

any lienholders with an interest in property that is or will be stored in the Unit. PERSONAL PROPERTY STORED IN THE UNIT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 DAY PERIOD AFTER DEFAULT. IN ADDITION, UPON CUSTOMER'S DEFAULT, COMPANY MAY WITHOUT NOTICE DENY CUSTOMER ACCESS TO THE PERSONAL PROPERTY STORED IN THE UNIT UNTIL SUCH TIME AS PAYMENT IS RECEIVED. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE 7TH DAY OF THE DUE DATE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE CUSTOMER IS IN DEFAULT FROM DATE PAYMENT WAS DUE. Customer hereby agrees that all notices other than bills and invoices shall be given by hand delivery, verified mail or email and Customer further understands that Customer may designate an agent to receive not by hand delivery, verified mail or email. Customer shall contact Company to provide the foregoing contact information and Customer's designated agent. For purposes of Company's lien: "personal property" means movable property, not affixed to land, and includes, but is not limited to, goods, wares, merchandise, motor vehicles, trailers, watercraft, household items, and furnishings; "last known address" means the street address or post office box address provided by Customer in the latest rental agreement or the address provided by Customer in a subsequent written notice of a change of address by hand delivery, verified mail, or e-mail. Customer's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this rental agreement in Georgia, in the name of Customer, either in the county of Customer's "last known address" or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom Company has knowledge through Customer's disclosure in this rental agreement or through other written notice. Customer attests that the personal property in Customer's Unit is free and clear of all liens and secured interests except as otherwise disclosed to Company. Owner's lien attaches as of the date the personal property is brought to the self-service storage facility. Except as otherwise specifically provided in this rental agreement, the exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in Occupant. Owner does not become a bailee of Occupant's personal property by the enforcement of Owner's lien. If Customer has been in default continuously for thirty (30) days, Company may enforce its lien, provided Company shall comply with the following procedure: Customer shall be notified of Company's intent to enforce Company's lien by written notice delivered in person, by verified mail or by e-mail. Company also shall notify other parties with superior liens or security interests as defined in this Rental Agreement. A notice given pursuant to this Rental Agreement shall be presumed sent when it is deposited with the United States Postal Service or the statutory overnight delivery service properly addressed with postage or delivery fees prepaid or sent by e-mail. If Company sends notice of a pending sale of property to Customer's last known e-mail address and does not receive a non-automated response or a receipt of delivery to the e-mail address, Company shall send notice of the sale to Customer by verified mail to Customer's last known address or to the last known address of the designated agent of the Customer before proceeding with the sale. Company's notice to Customer shall include an itemized statement of Company's claim showing the sum due at the time of the notice and the date when the sum became due. Company's notice shall notify Customer of denial of access to the personal property and provide the name, street address, e-mail address, and telephone number of Company or its designated agent, whom Customer may contact to respond to this notice. Company's notice shall demand payment within a specified time, not less than fourteen (14) days after delivery of the notice. It shall state that, unless the claim is paid, within the time stated in the notice, the personal property will be advertised for public sale to the highest bidder, and will be sold at a public sale to the highest bidder, at a specified time and place. After the expiration of the time given in Company's notice, Company shall publish an advertisement of the public sale to the highest bidder, once a week, for two consecutive weeks, in the legal organ for the county where the self-service storage facility is located. The sale shall be deemed commercially reasonable if at least three (3) independent bidders attend the sale at the time and place advertised. "Independent bidder" means a bidder who is not related to and who has no controlling interest in, or common pecuniary interest with, Company or any other bidder. The advertisement shall include: a brief and general description of the personal property, reasonably adequate to permit its identification; the address of the self-storage facility, and the number, if any, of the space where the personal property is located, and the name of Customer; and the time, place, and manner of the public sale. The public sale to the highest bidder shall take place not sooner than fifteen (15) days after the first publication. Regardless of whether a sale involves the property of more than one Customer, a single advertisement may be used to advertise the disposal of property at the sale. A public sale includes offering the property on a publicly accessible website that regularly conducts online auctions of personal property. Such sale shall be considered incidental to the self-storage business and no license shall be required. If no one purchases the property at the public sale and if Company has complied with the foregoing procedures, Company may otherwise dispose of the property and shall notify Customer of the action taken. Any sale or disposition of the personal property shall be held at the self-storage facility or at the nearest suitable place to where the personal property is held or stored. Before any sale or other disposition of personal property pursuant to this Agreement, Customer may pay the amount necessary to satisfy the lien and the reasonable expenses incurred, and thereby redeem the personal property and thereafter Company shall have no liability to any person with respect to such personal property. A Purchaser in good faith of the personal property sold to satisfy Company's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by Company with the requirements of this Agreement. In the event of a sale, Company may satisfy his or her lien from the proceeds of the sale. Company shall hold the balance of the proceeds, if any, for Customer or any notified secured interest holder. If not claimed within two years of the date of sale, the balance of the proceeds shall be disposed of in accordance with Article 5 of Chapter 12 of Title 44, the "Disposition of Unclaimed Property Act" and as it may be amended. In no event shall Company's liability exceed the proceeds of the sale. If the rental agreement contains a limit on the value of property stored in Customer's storage space, the limit shall be deemed the maximum value of the property stored in that space. Company's lien is superior to any other lien or security interest, except those which are evidenced by a certificate of title or perfected and recorded prior to the date of this Agreement in Georgia, in the name of Customer, either in the county of Customer's 'last known address' or in the county where the self-service storage facility is located, except any tax lien as provided by law and except those liens or security interests of whom Company has knowledge through Customer's disclosure in this Agreement or through other written notice. The Company's lien attaches as of the date the personal property is brought to the self-service storage facility. Except as otherwise specifically provided in this Agreement, the exclusive care, custody, and control of any and all personal property stored in the leased space shall remain vested in Customer. Company does not become a bailee of Customer's personal property by the enforcement of Company's lien. **SOUTH CAROLINA: COMPANY DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE CUSTOMER'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE CASUALTY LOSS. IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE SUCH INSURANCE. The Company's lien attaches as of the date the Customer is considered in default. UPON DEFAULT BY THE CUSTOMER THE COMPANY HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN CUSTOMER'S UNIT FOR RENT 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 CUSTOMER'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. IF ANY RENT IS SEVEN CALENDAR DAYS PAST DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE. AS COMPANY HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE UNIT, CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT COMPANY PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S UNIT TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS. For purposes of Company's lien: "personal property" means movable property, not affixed to land and includes, but is not limited to, goods, merchandise, and household items; and "last known address" means that address provided by the occupant in the latest rental agreement or the address provided by the customer in a subsequent written notice of a change of address. When Rent is seven calendar days past due, or if any check given in payment is dishonored, Customer is considered to be in default and Company may deny access to the personal property located in the Unit at the Facility. **THIS IS CUSTOMER'S NOTICE THAT OCCUPANT MAY BE DENIED ACCESS UPON DEFAULT. CUSTOMER HAS THE RIGHT TO CHOOSE BETWEEN RECEIVING ANY NOTICE OF DEFAULT BY MAIL OR ELECTRONIC MAIL. WHEN CHOOSING ELECTRONIC MAIL, CUSTOMER WAIVES ANY RIGHT TO RECEIVE NOTICE OF DEFAULT PROCEEDINGS THROUGH PERSONAL SERVICE OR MAIL. TO CHOOSE NOTICE BY MAIL TO THE ADDRESS WRITTEN ABOVE, SIGN HERE: _____(Customer signs on this line to receive notice by mail.) TO CHOOSE NOTICE BY ELECTRONIC MAIL, SIGN HERE AND PRINT YOUR ELECTRONIC MAIL ADDRESS:_____(Customer signs on this line to receive notice by electronic mail.) _____(If Customer selects to receive notice by electronic mail, on this line Customer must print the electronic mail address for Owner to use in sending notice.) CHANGES TO CUSTOMER'S PREFERRED METHOD OF RECEIVING NOTICE MUST BE SUBMITTED IN WRITING AND SENT BY FIRST CLASS MAIL OR HAND DELIVERED TO THE COMPANY. IF CUSTOMER ACCEPTED THIS AGREEMENT ONLINE, NOTICES WILL AUTOMATICALLY DEFAULT TO NOTICE BY MAIL. PLEASE CONTACT COMPANY IF CUSTOMER PREFERS NOTICES OF DEFAULT TO BE SENT BY EMAIL.**

ADDITIONAL TERMS AND CONDITIONS FOR INTERNATIONAL SHIPMENTS

38. LIEN IN CANADA.
If the Company arranges for a shipment of a Unit for Customer within Canada, the parties agree that while a Unit is located within Canada, notwithstanding Section 1 to the contrary, the Company is entitled to claim for a lien under the provisions of the Repair and Storage Liens Act of Ontario (and similar legislation of other Provinces) for payment of all charges under this Agreement. If Company pursues its lien rights in Canada pursuant to this section, the last two sentences of Section 1 are deemed deleted for purposes hereof. IN ADDITION, CUSTOMER HEREBY GRANTS TO COMPANY A SECURITY INTEREST UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE UNIT OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS AGREEMENT, COMPANY MAY BEGIN THE ENFORCEMENT OF ITS SECURITY INTEREST INCLUDING DENIAL OF ACCESS TO THE UNIT BY CUSTOMER, AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE UNIT OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE CUSTOMER'S PROPERTY IS LOCATED WHEN COMPANY COMMENCES THE ENFORCEMENT OF ITS SECURITY INTEREST. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION AND IN A COMMERCIALLY REASONABLE MANNER AS DETERMINED BY THE COMPANY IN ITS DISCRETION. AS COMPANY HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE UNIT, CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT COMPANY PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S UNIT, TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE PERSONAL PROPERTY SECURITY LAWS.

39. ***Cross-Border Fees & Taxes***. Customer shall be solely responsible for any and all applicable governmental, border, and custom charges, fees, tariffs, taxes, or any other fees or expenses payable on the foregoing items in connection with the transportation of their belongings across the U.S.-Canadian border. To the extent Company elects to pay, in its sole and absolute discretion, any such amounts on behalf of Customer, Customer authorizes Company to immediately charge Customer's credit card for reimbursement of the paid amounts.

40. ***Compliance with Customs Laws, Regulations & Inspections***. Notwithstanding any assistance or guidance that Customer may be offered by or receive from Company in coordinating the shipment of a Unit across the U.S.–Canada border (in either direction), Customer acknowledges and agrees that it bears sole responsibility for complying with all applicable customs laws, regulations, and requirements. Such compliance obligations may include, without limitation, preparing and providing to Company a written and complete packing list accurately identifying the articles contained in the Unit (including the contents of each box or package within the Unit) and affirmatively certifying that certain prohibited or restricted items (including, but not limited to, ammunition, explosives, firearms, hazardous materials, alcohol, tobacco, perishable goods, and live animals) are not included. Customer must provide all required paperwork and documentation to Company prior to the pickup of the Unit for shipment. Customer is advised to contact the appropriate customs authorities directly for current procedures and requirements applicable to cross-border shipments. Customer understands that customs or border agents may require the Unit to be opened and its contents inspected, and that such inspection may necessitate the removal of all or part of the contents from the Unit. Customer shall be solely responsible, at its own cost and expense, for hiring any necessary labor providers to remove and repack the contents. If Company elects to hire such labor providers on Customer's behalf, Customer shall reimburse Company for all costs and expenses incurred. Company shall not be liable, and Customer agrees to hold Company harmless, for (i) any customs delays, detentions, or impounding of the Unit by authorities; (ii) any damage or loss to the contents resulting from inspection, unpacking, or repacking performed by any labor providers or customs authorities; or (iii) any penalties, fines, duties, taxes, or additional charges arising out of Customer's failure to comply with applicable customs laws or regulations. Customer shall continue to be responsible for payment of rent and any other applicable charges during any period of detention, delay, or inspection at the U.S.–Canada border.

41. ***Shipments From U.S. to Canada***. Notwithstanding anything above to the contrary, the following additional terms and conditions shall apply if Customer hires Company to arrange for the shipment of a Unit from a location or Facility in the U.S. to another location or Facility within Canada:

(a) U.S. Export Laws**.** Customer will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. Products, services and technical data transported across international borders on behalf of the Customer may be subject to US export controls or the trade laws of other countries. Customer must comply with all such laws and obtain all licenses to export, re-export or import as may be required. Customer will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Customer will not use or provide products, services, or technical data for nuclear, missile, or chemical biological weaponry end uses. Customer is responsible for obtaining the correct Commerce Control List designation for all items being shipped by Customer. All Bureau of Industry and Security regulations are the responsibility of the Customer, and the Company has no responsibility for the characterization or classification of the items being shipped by Customer.

(b) Assignment of Agreement Upon Entering Canada**.** Customer acknowledges and understands that contemporaneously with the Unit crossing the U.S.-Canadian border into Canada, this Agreement shall be assigned by Company to its Canadian affiliate, PORTABLE STORAGE CANADA LIMITED.

(c) Governing Law/Jurisdiction/Waiver of Jury Trial**.** At such time as the Unit is within Canada, this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Ontario law. Any claims by Customer arising under this Agreement must be brought in a court of competent jurisdiction in Ontario. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

42. ***Shipments From Canada to U.S.*** Notwithstanding anything above to the contrary, the following additional terms and conditions shall apply if Customer hires Company to arrange for the shipment of a Unit from a location or Facility in the Canada to another location or Facility within the U.S.:

(a) Assignment of Agreement Upon Entering U.S. Customer acknowledges and understands that contemporaneously with the Unit crossing the U.S.-Canadian border into the U.S., this Agreement shall be assigned by Company to its U.S. affiliate, PODS ENTERPRISES, LLC

(b) Governing Law/Jurisdiction/Waiver of Jury Trial. At such time as the Unit is within the United States, this Agreement shall be governed and construed in accordance with the laws of the State of Florida. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Florida law. Customer consents to the exclusive jurisdiction of the state or federal courts located in Hillsborough and Pinellas Counties, Florida for any dispute arising out of this

Agreement. Customer waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Customer or Company from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

43. ADDITIONAL TERMS AND CONDITIONS FOR HAWAIIAN SHIPMENTS

Notwithstanding the Agreement to the contrary, the following terms and conditions found online at www.pods.com/Hawaii-terms shall apply for a shipment of any Unit to or from any of the Hawaiian islands.

IN WITNESS WHEREOF, the Customer has executed this Agreement, and agree to be bound by all the provisions of this Agreement.

CUSTOMER:

Name: _____ Date: _____

Signature: _____ Cust. ID: _____

Company Name (if applicable): _____