

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this “**Agreement**”) by and among Zippy Shell Incorporated and one or more affiliates who will be providing certain services to you in connection with this Agreement (collectively, “**Zippy Shell**”), the Franchisee(s), if applicable, (as described below), and “**Customer**”, whose name and addresses are set forth in the Addendum, is effective as of the date Customer accepts this Agreement by returning a signed copy of the Addendum to Zippy Shell, or the date the Container(s) are dropped off in accordance with this Agreement, whichever is earlier (the “**Effective Date**”), for the purpose of storing at the location provided in Customer’s confirmation email, if applicable, and/ or transporting Container(s) on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and assumption of obligations described in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS - In addition to terms defined in this Agreement, the following terms shall have the following meanings:

“**Addendum**” means the Customer Order Confirmation email and Agreement which is incorporated herein by reference and made a part of this Agreement. The Addendum sets forth the Origin, Destination, Arranged Transportation Price and Monthly Rental Fee. The taxes, Fees and TOTAL Price provided for in the Addendum are estimates, subject to change and may vary depending on the actual nature of the Services.

“**Container(s)**” means those Zippy Shell portable storage container(s) provided for in the Addendum, and includes any trailers or conveyances provided with the Container(s). Containers are available in the following sizes:

Container Weight Capacity and Interior Dimension

Zippy Shell Container (15’8” L x 6’4” W x 6’4”H): 5500 lbs.

Onsite Container (8’2” L x 6’10” W x 7’2”H): 4000 lbs.

Onsite Container (15’10” L x 7’7” W x 6’11”H): 6000lbs

“**Destination**” means the Customer Designated Destination as provided for in the Addendum.

“**Due Dates**” means the Arranged Transportation Price Due Dates, the Monthly Rental Fee Due Dates and the Fee Due Dates.

“**Fees**” means the fees, costs, expenses and penalties provided for in the Fee.

“**Facility**” means any storage facility owned or operated by Zippy Shell, a Franchisee or agents operating under authority of Zippy Shell that is providing Services under this Agreement.

“**Franchisee(s)**” means such franchisees of Zippy Shell that are providing Services under this Agreement and may also include other agents operating under authority of Zippy Shell.

“**Origin**” means the Customer Designated Point of Origin as provided for in the Addendum.

“**Local Storage**” means the storage of the Container(s) at a Facility or Facilities selected by Zippy Shell in its sole discretion at the location provided in Customer’s confirmation email, including local transportation to and from the Origin and Destination locations and the Facility or Facilities selected by Zippy Shell. As needed, Zippy Shell may choose another warehouse in the same geographic area, and, in the case of exigent circumstances, may choose a warehouse outside the geographic area. For purposes of Local Storage, the Origin and Destination locations shall be the same location, unless otherwise noted in the Addendum and Customer’s confirmation email.

“**Services**” means Local Storage and Transportation.

“**Transportation**” means the transportation of the Container(s) between Facilities, and includes, if deemed necessary by Zippy Shell, in its sole discretion, temporary storage during transportation.

Terms used herein but not otherwise defined shall have the respective meanings provided for in the Addendum.

2. SERVICES; TERM.

- i. **LOCAL STORAGE.** If provided for in the Addendum, Zippy Shell agrees to arrange for the Local Storage of the Container(s) at a Facility or Facilities selected by Zippy Shell in its sole discretion at the location provided in Customer’s confirmation email. In the event Customer’s Addendum provides for Local Storage of the Container(s) in a Facility, Customer will have the right to storage in a Facility for an initial period of thirty (30) days starting on the date in which the Container is dropped off in accordance with this Agreement. Customer will be charged for storage in one month increments. As needed, Zippy Shell may choose another warehouse in the same geographic area, and, in the case of exigent circumstances, may choose a warehouse outside the geographic area. Local Storage shall include local transportation to and from the Origin and Destination locations and the Facility or Facilities selected by Zippy Shell. Local Storage does not include Transportation between Facilities. Zippy Shell shall attempt to store Container(s) at the Facility closest to the Origin. Each Franchisee providing Local Storage under this Agreement will provide the Local Storage, including local Transportation between the Origin and Facility or the Destination and Facility. CUSTOMER ACKNOWLEDGES AND AGREES THAT ZIPPY SHELL DOES NOT PERFORM LOCAL STORAGE, INCLUDING LOCAL TRANSPORTATION, IN FRANCHISEE TERRITORIES UNDER THIS AGREEMENT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CONTENTS OF A CONTAINER THAT OCCURS DURING SUCH LOCAL STORAGE. The rules and regulations of our Facilities are posted at the applicable Facility and are made a part of this Agreement and Customer shall comply at all times with such rules and regulations while at the Facility.

- ii. TRANSPORTATION. If provided for in the Addendum, Zippy Shell, as Customer's agent and on Customer's behalf, agrees to arrange for the Transportation of the Container(s) between the Facilities with one or more motor carriers or brokers (as determined by Zippy Shell in its sole discretion) for the purpose of delivering the Container(s) from the Origin to the Destination. Zippy Shell is not a motor carrier, freight forwarder, or warehouseman. Zippy Shell shall have complete discretion in selecting the routing, storage locations, and all handling, collection and delivery details required to successfully accomplish the transportation and storage necessary hereunder.
- iii. CUSTOMER ACKNOWLEDGES AND AGREES THAT ZIPPY SHELL DOES NOT PERFORM TRANSPORTATION IN FRANCHISEE TERRITORIES UNDER THIS AGREEMENT AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CONTENTS OF A CONTAINER THAT OCCURS DURING TRANSPORTATION IN FRANCHISEE TERRITORIES.

TERM. The term of this Agreement commences as of the Effective Date and continues thereafter month-to-month until terminated.

3. PAYMENT.

RATES; DUE DATES. The rates and charges applicable to the Services hereunder are specified in the Addendum. See also [Zippy Shell - Rules and Policies](#). All payments shall be paid in full without deduction, prior notice, demand, further invoice or an offset of any kind. Please discuss any fees with our assigned Customer Care Team when scheduling services. For the avoidance of doubt, Zippy Shell may increase, add or change any fees charged to Customer upon 30 days' prior notice to Customer.. Zippy Shell may, at any time, cancel special pricing promotions for Services. Customer will pay any applicable sales and use taxes imposed on any transaction hereunder.

- (a) The Monthly Rental Fee is as specified in the Addendum. Customer shall pay the Monthly Rental Fee in advance of delivery of the Container(s) (the "**First Rental Payment**") and pay the subsequent rent on the monthly anniversary of the First Rental Payment, or the last day of the month if the corresponding date does not exist in the subsequent month (the "**Monthly Rental Fee Due Dates**"). Customer shall be responsible for the Monthly Rental Fee for each Container and Local Storage from the time the Container is initially delivered to Customer at the Origin (unless Customer rejects a Container as provided below) until the Container is returned to the Destination in Return Condition, provided that the lease of the Container or storage space, if applicable, shall terminate upon the Customer's return of the Container, provided further that if such Container is not returned in Return Condition, Zippy Shell will rehabilitate the Container to Return Condition. For clarity, Customer shall not be responsible for the Monthly Rental Fee after Customer returns the Container.
- (b) The Arranged Transportation Price is as specified in the Addendum and is subject to change based upon changes in shipment information, including Origin, Destination, number of Containers, and dates. Zippy Shell will collect 50% of your move balance two business days prior to your initial container delivery date. The remaining 50% will be billed once your moving container lands at the Zippy Shell destination warehouse, or on the 31st day after your initial origin delivery date, whichever date comes first. For your convenience, Zippy Shell will send you an email alert once your container lands at the destination warehouse.
- (c) The TOTAL Price is as specified in the Addendum and does not include any taxes, Fees, or special services. The TOTAL Price is provided for planning purposes only, is subject to change as set forth herein and may vary depending on the actual nature of the Services, taxes and Fees. Fees for non-covered motor carrier services may be provided in the rules, pricing authorities, schedules, tariffs, and similar documents of the motor carrier performing the services, and Customer shall be responsible for any additional fees. Customer will be charged for any additional fees incurred ("**Fee Due Dates**").

- 4. CREDIT CARD / DEBIT CARD; DUE DATES. Customer may make payment by credit card or debit card. Customer will not be entitled to a refund of any prepaid amounts under any circumstances. Customer hereby authorizes Zippy Shell to charge Customer's credit card or debit card (either using Customer's signature on the Addendum which shall be kept on file by Zippy Shell as authorization for each charge, over the phone or by Customer adding their credit card information to their account) for the Arranged Transportation Price, the Monthly Rental Fee and the other additional Fees incurred by Customer under this Agreement on the applicable Due Date during the term of this Agreement, including (as applicable) any credit card surcharge fees. Zippy Shell shall provide Customer with a receipt for each such charge. Zippy Shell shall have no liability to Customer for charges applied to Customer's credit card so long as such charges are applied in good faith. If the Customer fails to pay the Arranged Transportation Price, the Monthly Rental Fee or any other Fees incurred by Customer under this Agreement by the respective Due Date, or Customer's credit card is refused or declined for any reason, Customer shall be charged, in addition to any other amounts due and any fees incurred by Zippy Shell as a result of the refused or declined credit card which shall be paid by Customer, a Late Fee.

4. CONTAINER AND SPACE LEASE.

- i. LEASE. Customer agrees to lease the Container(s) and Local Storage space from Zippy Shell, and Zippy Shell agrees to lease the Container(s) and Local Storage space to the Customer, pursuant to the provisions of this Agreement. Zippy Shell shall, to the extent provided for in the Addendum, arrange for the Local Storage and Transportation of each Container leased hereunder. The lease of each Container and storage space, if applicable, will commence upon initial delivery of the Container at the Origin (unless Customer rejects a Container as provided below) and continue until the Container is returned to the Destination in Return Condition, provided that the lease of the Container or storage space,

if applicable, shall terminate upon the Customer's return of the Container, provided further that if such Container is not returned in Return Condition, Zippy Shell will rehabilitate the Container to Return Condition.

5. **USE.** Except as otherwise provided herein, Customer shall be entitled to exclusive possession and use of each Container and Local Storage space from the date of Container Acceptance until the earliest of the date the Container is picked-up at the Destination or the date Zippy Shell terminates this Agreement. Customer shall not move a Container or arrange for the movement of a Container. Customer shall not alter or mark a Container in any way. Customer is responsible for supplying and applying a lock to the Container. Customer acknowledges and agrees that Containers are not suitable for the storage of objects which have extraordinary or sentimental value to Customer or others, including, but not limited to, heirlooms or precious, invaluable, or irreplaceable property. Notwithstanding any other provision in this Agreement to the contrary, Zippy Shell does not assume any liability for loss or damage to the following types of personal property: heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to you and records or receipts relating to the stored goods, money, bank notes, securities, accounts, deeds and evidences of debt; letters of credit; bullion, gold, goldware, silver, silverware, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; motorcycles, motor vehicles and engines, trailers; property not owned by Customer or for which Customer is not legally liable; or computer software or programs, media or computer data contained on hard disks or drives.
- i. **DELIVERY AND PICK-UP.** Upon initial delivery of a Container, Customer has 24 hours to inspect and accept the Container. Customer will be deemed to have accepted a Container ("Container Acceptance") unless Customer notifies Zippy Shell in writing that Customer is rejecting a Container. Upon use of a Container, Customer acknowledges and agrees that Customer has had an opportunity to examine the Container and that such Container is satisfactory for all purposes for which Customer shall use it. If Customer rejects a Container, within the acceptance period, the Monthly Rental Fee for the Container and storage space, if applicable, or Local Storage space will be deemed to have not commenced or accrued. If Customer rejects a Container for its own convenience, Customer shall be liable for certain Fees. Customer shall return each Container by notifying Zippy Shell that the Container(s) are ready for pick-up at the Destination in Return Condition. "Return Condition" shall mean empty, clean, and in the same condition at the time of initial delivery at the Origin, less normal wear and tear, as determined by Zippy Shell in its sole discretion. Customer shall incur a Cleaning Fee in the event a Container is not returned in Return Condition. Customer acknowledges that we will attempt to place the Container in a driveway or other paved surface and that such area shall be of adequate size and clearance to handle the weight and size of the Container. Customer authorizes us to drive on the paved surface, lawn or other non-paved surface in order to deliver and retrieve the Container. In either case, Customer assumes full risk for all damage resulting from the delivery, placement and retrieval of the Container and relieves Zippy Shell and Franchisees from any responsibility for such damage. Customer agrees not to relocate the Container. In the event that the Container is relocated, Customer agrees to pay an additional fee plus any cost or shipping associated with the retrieval of the Container. Customer acknowledges that the Container may not be placed in a public right of way, or on the property of another person without the consent of the owner of the property. Customer shall be solely responsible for determining whether permission is granted to locate the Container where placement is requested. Customer grants us the right to move any of their property that interferes with access to the Container or the proposed location of the Container.
- ii. **NO ENCUMBRANCES.** Customer shall not encumber, grant a security interest in, transfer, subcontract, sublease, or assign any Container or its interests and obligations pursuant to this Agreement (any a "**Restricted Transfer**"), nor shall a Restricted Transfer that occurs by operation of law or otherwise of Customer's interest in the Containers or this Agreement be effective against Zippy Shell. No Restricted Transfer of Customer's interest in the Container(s) or this Agreement shall relieve Customer from any of its obligations to Zippy Shell under this Agreement.
- iii. **LOSS AND DESTRUCTION ALL PROPERTY IS STORED BY CUSTOMER AT CUSTOMER'S SOLE RISK. INSURANCE IS CUSTOMER'S SOLE RESPONSIBILITY.** Customer personally assumes all risk of loss, including damage to or theft of Customer's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of god, vandalism, mold or mildew or other vermin. Customer agrees to insure its property up to the Valuation Limit against any damage. Alternatively, by completing and signing the customer protection provisions of this Agreement and making the additional payments thereunder, Customer may choose to have Zippy Shell contractually assume responsibility for specified loss. In such event, Zippy Shell shall assume responsibility for loss arising from specified named perils (such as fire, wind, smoke, collapse of building, burglary) as specifically outlined in the customer protection agreement. Customer may choose to obtain supplemental insurance from Customer's own homeowner or renter's carrier. To the extent Customer does not obtain insurance or contract with Zippy Shell to assume responsibility for specified loss and obtain insurance protecting Customer's contents from such loss Customer waives all claims against Zippy Shell or any Franchisee for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Zippy Shell, any Franchisee or our agents will not be responsible for, and Customer hereby releases Zippy Shell, any Franchisee and our agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Zippy Shell, any Franchisee or our agents unless the Loss is directly caused by Zippy Shell's or a Franchisee's gross negligence, fraud or willful misconduct, in which event Zippy Shell or the applicable Franchisee shall have liability for such loss, up to the Valuation Limit. Customer waives any rights of recovery against Zippy Shell, any Franchisee or our agents for any Losses and Customer expressly agrees that the carrier of any insurance obtained by Customer shall not be subrogated to any claim Customer has against Zippy Shell, any Franchisee or our agents. Customer understands that neither Zippy Shell, any Franchisee nor our agents are an insurance company or insurance agents. Zippy Shell has not explained any coverage or assisted Customer in making any decision to purchase any particular insurance policy. Zippy Shell is not making any representations about the

coverage provided by such insurance policy. Zippy Shell's agreement to assume responsibility for Customer's contents is not an insurance transaction. Any insurance proceeds recovered by Customer from any policy regardless of who owned or procured the policy that compensates you for a Loss shall reduce the amount owed by Zippy Shell. The provisions of this paragraph will not limit the rights of Zippy Shell, any Franchisee and our agents under Section 21. Customer shall notify Zippy Shell in writing of any loss of, destruction of, or damage to a Container within 5 hours of becoming aware of such event. Customer's obligation to pay the Monthly Rental Fee on the lost or completely destroyed container (as determined by Zippy Shell in its sole discretion) shall cease as of the date of the notice of loss or destruction. Zippy Shell may deem a damaged Container as destroyed if, in its sole discretion, it determines that the repair cost exceeds the replacement value of the Container. Customer shall be liable for a \$2,500 replacement cost of a Container that is lost or destroyed or, if the Container is damaged or not returned in Return Condition, the cost of repairing the damage and restoring the Container to Return Condition unless the loss, destruction, or damage arises from delivery or pick-up of the Container by a Franchisee provided such loss, destruction, or damage was not caused by an inherent vice of the Container's contents or Customer's acts or omissions. Customer hereby acknowledges and agrees Zippy Shell does not represent or guarantee the safety or security of a Container or of the contents stored therein and this Agreement does not create any contractual duty for Zippy Shell to create or maintain such safety or security.

- iv. **VALUATION LIMIT.** Customer represents and warrants that the value of the contents in each Container does not exceed the declared value listed in the applicable contents protection plan (the "**Valuation Limit**"). If the value of the contents in each container is in excess of the \$5,000 value, proof of insurance must be provided, or additional valuation coverage must be purchased from Zippy Shell.

6. LOCAL STORAGE OF LEASED CONTAINER(S).

- i. **SCHEDULING.** Customer can schedule Container delivery and pick-up with the exception of federal holidays. Customer shall coordinate all scheduling through Zippy Shell. Customer shall provide at least 7 days advance notice of a proposed delivery date, and Zippy Shell will make reasonable efforts to accommodate such date. Customer acknowledges and understands that Zippy Shell makes no assurances or guarantees regarding the time of pick-up or delivery of any Container.
- ii. **ACCESS FOR DELIVERY AND PICK-UP.** Customer hereby authorizes Zippy Shell, Franchisees, and their agents to enter upon the real property at the Origin, Destination, and any other Container location (and into the Container) whenever Zippy Shell or a Franchisee deems it necessary to perform or enforce any rights of Zippy Shell or a Franchisee under this Agreement or any local, state or federal law. Customer represents and warrants that Customer has (1) an ownership or leasehold interest in such real property and/or that Customer is an authorized agent of the owner(s) or leaseholder(s) of such real property; and (2) has the right and authority to permit Zippy Shell's and the Franchisees' unrestricted entrance upon such real property to perform their obligations under this Agreement.
- iii. **PICK-UP AND DELIVERY.** Customer shall provide a safe, level, and legal space for each Container at the Origin and Destination. In the event that Zippy Shell or its partner is unable to deliver the Container(s) to the Origin or Destination because of the conditions at the location, including, but not limited to, that the Franchisee is unable to access the location or the location is deemed unsuitable for the Container(s), the delivery shall be cancelled and Customer shall incur a Failed Drop-Off Fee. In the event that the Origin or Destination location is not suitable for pick-up of a Container because of the conditions at the Origin or Destination location (including, but not limited to, Zippy Shell and its Partners are unable to access the location), or if Zippy Shell or its partners are unable to lift or tow the Container(s) due to overloading, uneven packing, or any other safety reason, the pick-up shall be a Failed Drop Off Fee cancelled and Customer shall incur a Cancelled Pick-up Fee. Customer does not need to be present at time of pick-up or delivery and hereby authorizes unattended delivery and pick-up. At the time of delivery, the Container(s) will be securely placed at the Customer-designated location. **PICK-UP DEADLINE.** Within scheduled period Container is initially delivered at the Origin location, Customer shall tender the Container for pick-up and notify Zippy Shell that the Container is ready for pick-up. If the Container is not ready for pick-up by the scheduled pick up date, an Extended Container Fee shall apply each day until the Container is ready for pick-up.
- iv. **STORAGE.** Zippy Shell or its partners will store the Container(s) at a Facility, as arranged by Zippy Shell, at the location provided in Customer's confirmation email. As needed, Zippy Shell may choose another warehouse in the same geographic area, and, in exigent circumstances, may choose a warehouse outside the geographic area. Zippy Shell may relocate a Container to any Facility or other storage location in the same geographic area, and, in exigent circumstances, may choose a Facility or other storage location outside the geographic area at its expense and in its sole discretion. If Customer does not have an overdue unpaid balance with Zippy Shell and provides 1 days' advance written notice to Zippy Shell, Customer may access a Container while stored in a Facility from 9:00 am to 5:00 pm local time at the Facility, Monday through Friday (excluding federal holidays). Customer must present a photo ID when accessing Container(s) at a Facility and will have one (1) hour of access to the contents of the Container(s).
- v. **LIABILITY DURING STORAGE.** Each of Zippy Shell and/or each Franchisee that stores a Container under this Agreement shall be responsible for damages for loss of, and damage to, the contents of the Container (as measured by the replacement value of the contents) occurring during storage and caused by Zippy Shell or the Franchisee's failure to exercise care with regards to the goods that a reasonably careful person would exercise under similar circumstances, subject to the following limitations of liability:
 - (a) Zippy Shell and Franchisee will not be liable for loss or damages to such goods during storage that could not have been avoided by the exercise of the care specified above in this Section.

- (b) ZIPPY SHELL'S AND FRANCHISEE'S LIABILITY FOR LOSS OR DAMAGE DURING STORAGE SHALL BE LIMITED TO THE GREATER OF THE VALUATION LIMIT OR THE MINIMUM LIABILITY PERMITTED BY LAW.
 - (c) If Customer refuses delivery of a Container, Zippy Shell and the delivering Franchisee's liability shall be that specified in this Section until delivery can be made. Additional Fees may apply.
 - (d) Zippy Shell and the applicable Franchisee will only cover losses occurring in the United States of America.
- vi. **LIABILITY DURING LOCAL TRANSPORTATION.** Each of Zippy Shell and each Franchisee that transports a Container as a motor carrier shall be liable for loss of, and damage to, the contents of the Container (as measured by the replacement value of the contents) occurring during Transportation, except to the extent caused by an act of God, the public enemy, public authority, an act of Customer, or the inherent vice of the Container's contents. ZIPPY SHELL'S AND THE FRANCHISEE'S LIABILITY FOR LOSS AND DAMAGE UNDER THIS SECTION SHALL BE LIMITED TO THE VALUATION LIMIT. Customer acknowledges and agrees that the transportation that Zippy Shell or a Franchisee performs does not include storage at a Facility. To the extent a Franchisee merely arranges transportation, such service and the Franchisee's liability are set forth in Section 6.

7. INTER-FACILITY TRANSPORTATION OF LEASED CONTAINER(S). Zippy Shell shall arrange all Transportation of the Container(s) between Facilities with one or more motor carriers who shall transport the Container(s), or through brokers, who shall arrange Transportation with one or more motor carriers. To the extent the Franchisee that serves the Origin or Destination is not a motor carrier, either Zippy Shell or the Franchisee will arrange the Transportation of the Containers between the Facility and the Origin or Destination, as applicable, for the purpose of pick-up, and delivery. Pick-up and delivery shall be subject to the provisions in Section 5.1 through Section 5.4. Customer understands that Zippy Shell neither owns nor operates the vehicles that will transport the Container(s) between Facilities or otherwise. Zippy Shell and its Franchisees have the right to arrange Container Transportation on any terms whatsoever provided that such terms do not conflict with this Agreement. Zippy Shell and its Franchisees shall not be liable for loss of or damage to the contents of a Container occurring during or because of the Transportation that they arrange under this Agreement. UNLESS OTHERWISE PROVIDED IN THE ADDENDUM, CUSTOMER AUTHORIZES ZIPPY SHELL AND THE FRANCHISEES TO ARRANGE TRANSPORTATION OF ITS PROPERTY AT LIMITED LIABILITY RATES AND WAIVE ANY CARRIER'S, BROKER'S, OR WAREHOUSE'S LIABILITY FOR LOSS OR DAMAGE TO A CONTAINER OR ITS CONTENTS.

8. LOADING AND UNLOADING. Customer shall be solely responsible for properly loading, blocking, and bracing the contents of each Container for Transportation and storage, and unloading each Container. Customer shall not load a Container beyond its Maximum Load.

9. DELAY. Zippy Shell and its Franchisees shall not be liable for delays in the performance of the Services or Transportation of a Container or its contents. The Customer Designated Pick up Date and Customer Designated Delivery Date are for planning purposes only.

10. PROHIBITED ITEMS. Customer agrees to store only personal property that Customer owns and not property that is claimed by another person or in which another has any right, title or interest. Customer shall not store any food or perishable goods, hazardous materials (defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container. Customer shall not store any personal property in the Container which would result in the violation of any law or regulation of any governmental authority, including, without limitation all laws and regulations relating to hazardous materials, waste disposal and other environmental matters. For purposes of this Agreement, "hazardous materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Customer shall not use the Container in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the applicable Facility. Customer agrees to abide by any rules promulgated by Zippy Shell governing the use of the Container and the Facility. Any new rules shall become part of this Agreement upon written notification to Customer. If Zippy Shell in our sole discretion determine that that Customer's Container appears to be attracting insects or vermin, or otherwise appears to be in violation of this paragraph, Zippy Shell may, in our sole discretion, remove the Container from the Facility, or enter the Container and remedy any condition that is a violation of this paragraph, terminate this Agreement, or take any other action which Zippy Shell believes to be reasonably necessary. Customer acknowledges and agrees that the Container and the Facility are not suitable for the storage of and Customer agrees not to store heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to you and records or receipts relating to the stored goods and Zippy Shell will not be liable for any damage resulting to such items. Customer agrees that the value of any of the foregoing items that Customer chooses to store in the Container in violation of this provision shall be limited to the salvage value of the item's raw materials. Customer also acknowledges and agrees that Customer will not store the following items in the Container: money, bank notes, securities, accounts, deeds and evidences of debt; letters of credit; bullion, gold, goldware, silver, silverware, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; motorcycles, motor vehicles and engines, trailers; property not owned by Customer or for which Customer is not legally liable; or computer software or programs, media or computer data contained on hard disks or drives. Should Customer store any motorized vehicle in a Container, Customer acknowledges and agrees that neither Zippy Shell nor a Franchisee will be held accountable or liable for any damage to the vehicle. Customer specifically acknowledges: (a) that the Container may be used for storage only, and that the use of the Container for the conduct of business or for human or animal habitation is specifically prohibited; (b) that Customer assumes full responsibility and liability for packing and unpacking Customer's property in the Container and for securing and padding Customer's property for Transportation; and (c) that the maximum weight of Customer's property shall not exceed 6,000 pounds

(whether Customer rents a 16 foot or 12 foot Container) or 4,000 pounds (if Customer rents an 8 foot Container); and (d) that Zippy Shell nor any Franchisee shall be liable for any damage to Customer's property for any reason unless specifically assumed through the customer protection provisions of this Agreement. If a Container contains a prohibited material or item as identified above ("**Prohibited Item**"), Zippy Shell, a Franchisee, and any carrier transporting the Container under this Agreement may enter the Container and remove the Prohibited Item, dispose or sell the Prohibited Item at Customer's expense, refuse to transport the Container, terminate Transportation and storage of the Container before delivery to the Destination (and Customer shall be responsible for subsequent transportation and Container security), return the Container to the Origin as further provided for in this Agreement, or demand that Customer immediately remove the Prohibited Item. Customer shall be responsible for paying all fees, costs and expenses incurred by Zippy Shell, the Franchisees or any carrier transporting a Container as a result of the Prohibited Items. Additional Fees may apply.

11. RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER. Zippy Shell, a Franchisee, their agents, as well as representatives of any government authority, including fire and police officials, will have the right in the event of an emergency or if otherwise required by applicable laws or regulations, to access the Container by removal of Customer's lock. Zippy Shell or a Franchisee also have the right to access the Container to exercise our rights as set forth in Section 22. Zippy Shell or a Franchisee also has the right to enter the Container to make repairs to the Container and to ensure compliance with the terms and conditions of this Agreement or to comply with applicable laws or to enforce any of Zippy Shell's or a Franchisee's rights. In the event of any damage to the Container or the Facility arising from Customer's negligent or deliberate act or omissions, or for which Customer is otherwise responsible, all expenses reasonably incurred by Zippy Shell or a Franchisee to repair or restore the Container or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any hazardous materials, shall be paid by Customer and shall be due upon demand by Zippy Shell or a Franchisee.

12. REFUSAL OF SERVICE. Zippy Shell or the applicable Franchisee reserves the right in its sole discretion to refuse to provide services for, without limitation (i) any shipment that by reason of the dangerous or other character of its contents may, in the sole discretion of Zippy Shell or the applicable Franchisee, damage other items or Container(s), (ii) any shipment that is improperly packed, or that contains Prohibited Items, (iii) any shipment consigned to a person or entity that is restricted or debarred, (iv) any shipment for which Customer fails to pay when due any amounts owing, or (v) any shipment for which Zippy Shell or the applicable Franchisee deems it unsafe to deliver or economically or operationally impractical to provide the Services.

13. TERMINATION. Zippy Shell or a Franchisee may terminate this Agreement for any or no reason effective immediately upon written notice to Customer. Customer may terminate this Agreement at any time after giving written notice to Zippy Shell or the applicable Franchisee and such termination shall be effective as of the last day of the applicable rental month. Notwithstanding the foregoing, Customer shall only be entitled to terminate this Agreement provided there are no outstanding amounts owing to Zippy Shell and/or the applicable Franchisee and Customer is not in default under this Agreement. This Agreement shall automatically terminate upon completion of the Services, provided that Customer shall remain responsible for any and all amounts incurred under this Agreement.

14. DEFAULT. The following events shall be deemed to be events of default (each an "**Event of Default**") by Customer under this Agreement: (a) Customer fails to pay any amount on the respective Due Date; (b) Customer fails to comply with any term, provision or covenant of this Agreement, other than the payment of any amounts due under this Agreement, and does not cure such failure within ten (10) days after written notice thereof to Customer; or (c) Customer abandons a Container.

15. REMEDIES UPON EVENT OF DEFAULT. ALL EXPENSES INCURRED BY ZIPPY SHELL AND FRANCHISEES THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER WILL BE REIMBURSED BY CUSTOMER (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER EXPENSES). Upon an Event of Default, Zippy Shell and Franchisees have the right at their election, then or at any time thereafter while such Event of Default continues, to immediately deny Customer access to the Container to the extent permitted by applicable law and Zippy Shell or a Franchisee may immediately terminate this Agreement upon notice to Customer. Upon termination for any reason, Customer shall immediately surrender the Container to Zippy Shell or a Franchisee. If Customer fails to do so, Zippy Shell or a Franchisee may, without prejudice to any other remedy, deny Customer access to the Container and Zippy Shell and Franchisees may enter upon Customer's premises to take possession of the Container(s) and Customer's property stored in the Container. Zippy Shell and Franchisees shall also be permitted to expel or remove Customer, without being liable for prosecution or any claim of damages, therefore and Customer gives Zippy Shell or a Franchisee full authority to comply with the foregoing and release Zippy Shell or a Franchisee of any liability for any resulting damages to Customer's premises or property. Customer hereby agrees to reimburse Zippy Shell and Franchisees the amount of all loss and damage which Zippy Shell or Franchisees may suffer as a result thereof, whether through inability to re-lease the Container on satisfactory terms or otherwise. These remedies are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Zippy Shell and the Franchisees.

16. CONDITION OF CONTAINER UPON TERMINATION. Upon termination of this Agreement for any reason, Customer shall remove all of Customer's personal property from the Container, unless such property is subject to Zippy Shell's or Franchisee's lien rights, and shall immediately deliver possession of the Container to Zippy Shell or the Franchisee in the same condition as delivered to Customer, normal wear and tear excepted. Customer agrees that any personal property left in the Container shall be deemed abandoned by Customer, and with respect thereto, Customer authorizes Zippy Shell or the Franchisee to remove such property from the Container and either dispose of it in any manner in Zippy Shell's or the Franchisee'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 Zippy Shell or Franchisee. Customer shall not make or allow any alterations of any kind or description whatsoever to the Container. Damage to, loss or theft of the Container must be immediately reported in writing to Zippy Shell or the Franchisee, and in no event later than the following business day after the incident. While the Container is not in Zippy Shell's or Franchisee's possession, Customer accepts responsibility for

17. DAMAGE WAIVER.

Container Damage Waiver.

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

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agrees that Zippy Shell nor a Franchisee makes no warranties, representations or guarantees of the safety or security of the Container or the Facility or of any items stored therein and that they are under no obligation to provide such security or safety. Customer further acknowledges and understands that neither Zippy Shell or a Franchisee makes any assurances or guarantees regarding the time of pick-up or delivery of any Container. Customer has examined the Container, or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container with Customer's belongings the Container is satisfactory for all purposes for which Customer shall use it.

20. MILITARY STATUS. In the event that Customer or the Customer's spouse is in a branch of the United States Military, the name and address of Customer's or Customer's spouse military is set forth in the Addendum provided. If during the term of this Agreement the Customer or the Customer's spouse is on active military duty the Customer agrees to notify Zippy Shell of this status change and complete and return an executed Rental Agreement Addendum Regarding U.S. Service members Civil Relief Act within 15 business days of such status change.

21. LIMITATION OF LIABILITY; INDEMNITY. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ZIPPY SHELL, ANY FRANCHISEE AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, COSTS, ATTORNEYS FEES AND OTHER EXPENSE INCURRED BY ANY INDEMNIFIED PARTY IN ANY WAY OR MANNER ARISING OUT OF CUSTOMER'S USE OF THE CONTAINER OR FACILITY, INCLUDING, BUT NOT LIMITED TO, (A) STORING HAZARDOUS MATERIALS OR OTHER PROHIBITED ITEMS, (B) STORING GOODS OR MATERIALS OF THIRD PARTIES, OR (C) OTHERWISE ARISING OUT OF THIS AGREEMENT, INCLUDING CUSTOMER'S BREACH OF THIS AGREEMENT, CLAIMS OF, OR LIABILITIES TO, THIRD PARTIES. CUSTOMER AGREES THAT ZIPPY SHELL'S, ANY FRANCHISEES' AND THEIR AGENTS', INCLUDING, BUT NOT LIMITED TO, ANY INDEPENDENT THIRD-PARTY CONTRACTORS', TOTAL AGGREGATE RESPONSIBILITY FOR ANY LOSS, OTHER THAN THAT SPECIFICALLY ASSUMED THROUGH THE CUSTOMER PROTECTION AGREEMENT, SHALL NOT EXCEED THE VALUATION LIMIT. CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO CUSTOMER. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO CUSTOMER. CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, COSTS, ATTORNEYS FEES AND OTHER EXPENSE INCURRED BY THE INDEMNIFIED PARTIES IN ANY WAY OR MANNER ARISING OUT OF CUSTOMER'S USE OF THE CONTAINER, INCLUDING CLAIMS OF, OR LIABILITIES TO, THIRD PARTIES. IF CUSTOMER ELECTS TO HAVE ZIPPY SHELL OR A FRANCHISEE CONTRACTUALLY ASSUME RESPONSIBILITY AS SET FORTH IN SECTION 5(iii) ABOVE: (A) ZIPPY SHELL'S OR THE APPLICABLE FRANCHISEE'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; (B) ZIPPY SHELL'S OR A FRANCHISEE'S LIABILITY FOR SPECIFIED LOSS SHALL NOT EXCEED OUR CONTRACTUALLY AGREED UPON AMOUNT. SUBJECT TO THE TERMS IN THIS SECTION, ZIPPY SHELL AND THE FRANCHISEES WILL ONLY COVER LOSSES OCCURRING IN THE UNITED STATES OF AMERICA.

22. GENERAL LIEN. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, CUSTOMER HEREBY GRANTS TO ZIPPY SHELL AND THE FRANCHISEES A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT. IN THE EVENT CUSTOMER IS IN BREACH OF THIS AGREEMENT, ZIPPY SHELL OR THE FRANCHISEES MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER BY CUSTOMER, AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH ALL APPLICABLE LAWS IN THE JURISDICTION IN WHICH YOUR PROPERTY IS LOCATED WHEN ZIPPY SHELL OR A FRANCHISEE COMMENCES THE ENFORCEMENT OF ITS LIEN. WHEN ZIPPY SHELL OR A FRANCHISEE COMMENCES THE ENFORCEMENT OF ITS LIEN, IT MAY REMOVE ANY LOCK ON A CONTAINER TO ASSESS THE PROPERTY THEREIN AND SELL OR OTHERWISE DISPOSE OF THE PROPERTY TO SATISFY THE APPLICABLE LIEN LAW. ALL MOVING, STORAGE AND/OR SALES COSTS ASSOCIATED WITH THE SALE OF CUSTOMER'S PROPERTY SHALL BE CUSTOMER'S RESPONSIBILITY. AS ZIPPY SHELL AND THE FRANCHISEES HAVE NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT ZIPPY SHELL OR A FRANCHISEE PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S CONTAINER(S), TO THE EXTENT REQUIRED BY APPLICABLE LIEN LAWS. IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS AGREEMENT SUCH AS BY THE FAILURE TO PAY RENT OR OTHER AMOUNTS OWED UNDER THIS AGREEMENT, CUSTOMER'S PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY EVEN BE SOLD TO SATISFY THE LIEN.

23. COMPLIANCE WITH LAW. Customer acknowledges that Customer's use of the Container (which will contain signage and business information) must be in compliance with any county, city and local ordinances, rules and/or regulations, including deed and homeowner restrictions. Customer assumes responsibility for any fines or penalties, monetary or other, resulting from delivery, use or placement of the Container in violation of such ordinances, laws, rules and/or regulations. Neither Zippy Shell nor Franchisee shall not be responsible for action taken or fines or penalties assessed against the contents in the Containers due to Customer's failure to comply with any such ordinances, laws, rules and/or regulations. If an authority requires that a Container be removed from Customer's premises, Zippy Shell or a Franchisee will attempt to notify Customer of such requirement; provided, however, Customer gives Zippy Shell and Franchisee full authority to comply with such requirements and releases Zippy Shell and Franchisees of any liability for any resulting damage to Customer's premises or property. Additionally, if Customer is renting or leasing the premises where a Container is located, and the landlord of the premises requests that a Container be removed or relocated, Customer gives Zippy Shell and Franchisees full authority to comply with the landlord's request, and releases Zippy Shell and Franchisees of any liability for any resulting damage

to Customer's property or the premises and shall indemnify and hold harmless Zippy Shell and Franchisees from any claims by the landlord for damage to the premises. Customer further understands that should a Container be removed by any person other than Zippy Shell or a Franchisee, Customer assumes all fees and costs, including, but not limited to, attorneys' fees, and any removal or storage fees and further agrees to pay Zippy Shell for any damages that are associated with such removal and storage.

24. SHIPPING DOCUMENTS. Upon request by Customer, Zippy Shell shall provide copies of the bills of lading or receipts that the carrier that provides Transportation issues at the Origin and Destination with respect to the Transportation provided for in this Agreement.

25. RELEASE OF CUSTOMER INFORMATION. Customer hereby authorizes Zippy Shell or a Franchisee to release any information regarding Customer, the Local Storage, and the Transportation 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.

26. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the county of Wake County and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Customer hereby waives Customer's right to a jury trial for any and all claims made against or through Zippy Shell or a Franchisee. This exclusive choice of jurisdiction does not preclude Customer or Zippy Shell or a Franchisee from bringing an action to enforce any judgment or judicial order in any other jurisdiction nor does it preclude Zippy Shell or a Franchisee from filing a claim against Customer in any court of competent jurisdiction. In the event Zippy Shell or a Franchisee is required to take any action to collect any amounts due under this Agreement, Customer agrees to pay any expenses incurred by Zippy Shell or a Franchisee in connection with such action, including reasonable attorney's fees. Any right granted herein to Zippy Shell or a Franchisee may be exercised by their attorneys, representatives or agents. The parties agree that other than actions that Zippy Shell or a Franchisee may take to collect any amounts due under this Agreement, recover possession of a Container or otherwise enforce the terms of this Agreement, disputes regarding this Agreement are to be first submitted to mediation.

27. NOTICES. Except as otherwise expressly provided in this Agreement or as required by law, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Agreement. Except as otherwise provided by law, service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed 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. Except as otherwise provided by law, service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Agreement. In the event Customer changes Customer's place of residence or alternate address from the place in this Agreement, Customer shall give Zippy Shell written notice of any such change within ten (10) days of the change, specifying Customer's current residence and telephone numbers. Failure to provide forwarding information in writing releases Zippy Shell or a Franchisee of any damages that might occur in the event that the Container must be removed or in exercising Zippy Shell's or a Franchisee's remedies upon an Event of Default, unless directly caused by Zippy Shell's or a Franchisee's fraud, willful misconduct or willful violation of law. Zippy Shell nor any Franchisee assumes responsibility for and Zippy Shell nor a Franchisee will make any attempts to locate Customer if such information is unavailable. In addition, Zippy Shell 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 Zippy Shell with an electronic address. Notices to Zippy Shell shall be sent to 11640 Northpark Dr., Ste 300, Wake Forest, NC 27587. Notices to Franchisees shall be delivered to the applicable address available at www.zippysell.com

28. SUCCESSORS AND ASSIGNS. Customer shall not assign this Agreement or assign or sublease the Container(s) or any portion thereof. Zippy Shell may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, Zippy Shell 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.

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

30. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

31. NO 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 upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

32. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

33. GENERAL. A signed copy of the Addendum delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Addendum. Zippy Shell is an independent contractor. The title of, and headings in, this Agreement are for reference only and shall not affect the interpretation of this Agreement. The sections on indemnification, limitation of liability, governing law, jurisdiction, waiver of jury trial, entire agreement, severability and such other sections intended to survive termination shall survive termination of this Agreement.

34. TERMS ARE SUBJECT TO CHANGE. Customer understands that the terms and conditions under which the Services are provided are subject to change. In the event the terms and conditions are modified, the revised version of the Rental Agreement shall be posted to Zippy Shell's website. Unless Customer and Zippy Shell otherwise agree in writing, by its signature to the Addendum or by using the Services after the Effective Date, Customer hereby consents to such modifications and agrees that the modified terms and conditions shall apply to all services performed and shipments handled from and after the Effective Date. Customer is advised to take note of the most current Rental Agreement posted on Zippy Shell's website and which is also available to Customer upon request.

35. PERSONAL INFORMATION. Customer hereby authorizes Zippy Shell or a Franchisee to release Customer's personal information or information related to this Agreement as may be required by law or requested by government or law enforcement agencies, including but not limited to officials from local and state code enforcement agencies. Customer also authorizes Zippy Shell or a Franchisee or their agents to contact Customer using text messaging, an automatic telephone dialing system and/or a pre-recorded voice system regarding Customer's account, including estimated delivery times and other operational matters.

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

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

FOR CALIFORNIA RESIDENTS: This Agreement is governed by the California Self-Service Storage Facility Act which is set forth in California's Business and Professions Code Sections 21700-21716. 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.

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

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

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

FOR MASSACHUSETTS RESIDENTS: The property stored in the Container is not insured by Zippy Shell or a Franchisee against loss or damage; Zippy Shell or a Franchisee has a lien on Customer's property as set forth in this Agreement; property stored in the Container may be sold to satisfy the lien if Customer is in default; the limit on the value of property stored in the Container set forth in

this Agreement is Zippy Shell's or a Franchisee's maximum liability for any claim; a late fee may be charged for each month that Customer does not pay rent when due.

FOR MICHIGAN RESIDENTS: Customer acknowledges that the Michigan Self-Service Storage Facility Act, MCL §570.21-570.527 requires Zippy Shell provide Customer with the following notice at the commencement of a rental agreement for storage space at a self-storage facility or in a self-contained storage unit. **NOTICE:** If Customer fails to make Customer's 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 mail and by certified 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 us in writing of any change in Customer's mailing address. Also, Customer should supply Zippy Shell with the name and address of another person who can reach Customer if Customer is not at Customer's mailing address, and Zippy Shell will notify that person at the same time and in the same manner as we notify Customer.

FOR MISSOURI RESIDENTS: Zippy Shell or a Franchisee has a lien on Customer's property as set forth in this Agreement and property stored in the Container may be sold to satisfy such lien if Customer is in default, and that any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by Customer within one year after the sale of the property.

FOR NEVADA RESIDENTS: 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. ZIPPY SHELL ADVISES CUSTOMER TO PURCHASE INSURANCE FOR CUSTOMER'S PERSONAL PROPERTY STORED IN THE CONTAINER. SUCH INSURANCE IS AVAILABLE THROUGH MOST INSURERS. Customer is required to disclose to Zippy Shell whether any property the sale or disposal of which is regulated by state or federal law will be stored.

FOR NEW MEXICO RESIDENTS: All items stored in the Container will be sold under the terms of the Self-Service Storage Lien Act -48-11-1 to 48- 11-9 NMSA 1978.

FOR NEW YORK RESIDENTS: Notice: The monthly occupancy charge and other charges stated in this Agreement are the actual charges Customer must pay.

FOR OKLAHOMA RESIDENTS: All property stored under the terms of this Agreement may be sold or otherwise disposed of if no payment has been received for a continuous thirty-day period when due. Customer has the duty to safeguard the personal property stored in the Container from losses and Zippy Shell or a Franchisee has no legal obligation to provide insurance to protect the property from loss.

FOR OREGON RESIDENTS: Customer's personal property is not protected by insurance held by Zippy Shell or a Franchisee.

FOR PENNSYLVANIA RESIDENTS: Zippy Shell or a Franchisee 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 Zippy Shell or Franchisee by Customer that the property placed in the Container was not Customer's. Customer is required to inform Zippy Shell or a Franchisee of the nature and identity of any property placed in the Container which is not Customer's property.

FOR SOUTH CAROLINA RESIDENTS: 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 Zippy Shell or a Franchisee may deny Customer access to the property located in the Container. **THIS IS CUSTOMER'S NOTICE THAT CUSTOMER MAY BE DENIED ACCESS UPON DEFAULT. UPON DEFAULT BY CUSTOMER ZIPPY SHELL OR A FRANCHISEE HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE CONTAINER FOR ALL MONIES OWED TO ZIPPY SHELL OR A FRANCHISEE. PERSONAL PROPERTY WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY-DAY PERIOD AFTER DEFAULT. ZIPPY SHELL OR A FRANCHISEE DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT CUSTOMER'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS CUSTOMER'S RESPONSIBILITY TO PROVIDE SUCH INSURANCE.**

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

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

FOR WASHINGTON RESIDENTS: 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 Container. 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 fourteen consecutive days, and that such actions are authorized by Chapter 19.150 RCW, Self-Service Storage Facilities.