



WELCOME DOCUMENTATION & SERVICE INFORMATION

Dear Customer:

We would like to thank you for choosing Box-n-Go for your storage and moving needs. We look forward to providing you with convenient and affordable solutions to all your storage and moving needs.

Soon you will be accepting the delivery of your storage containers and packing supplies. This is why we are attaching the information that will help you understand the Box-n-Go storage and moving process better, as well as help you pack your containers properly and efficiently. We recommend that you read the following documents carefully and keep them along with your Rental Agreement for future reference:

- ✓ **Your Rental Agreement and Transaction Receipt**
- ✓ **Box-n-Go Services Guide and Other Important Information**
- ✓ **Box-n-Go Container Loading Guidelines**
- ✓ **Tips on How to Pack Specific Items**
- ✓ **Items You Shouldn't Pack**
- ✓ **Inventory List Form**

We hope that you are taking full advantage of all the benefits and services Box-n-Go provides.

Cost Savings:

Box-n-Go offers many long-term storage discounts. Please visit our website for more information at www.boxngo.com.

Packing Supplies:

Box-n-Go offers a full line of the packing supplies to satisfy any of your needs. Please take a look at the list of supplies provided with this package.

Free Resources and Help Tools:

Our website also contains many tips and other information that may help you make your storage and moving experience a breeze.

Box-n-Go is committed to providing you both high quality and convenient moving and storage services at the lowest possible cost. If you have any questions, please do not hesitate to contact us at (877) 269-6461. Our dedicated Customer Service Representatives are available to assist you.

Thank you again for your business. Wishing you a great and worry-free storage and moving experience,

Box-n-Go, LLC.

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Questions?

If you have any other questions regarding our services, e-mail us at customerservice@boxngo.com or call our customer service team toll-free at 1(877) 269-6461. We look forward to assisting you with your storage and moving needs.



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Box-n-Go Services Guide and Other Important Information

Welcome aboard. We thank you very much for your business and would like to make your storage and moving experience as convenient and simple as we can. Please review the following information to familiarize yourself with the details and features of the services Box-n-Go provides.

Description of Box-n-Go Storage Services

We offer a new concept in storage that is both simple and convenient – we deliver the storage to you. Unlike the traditional storage companies operating the storage facilities all over town, we operate a large commercial, strategically located warehouse facility where we store storage containers that are specifically designed and constructed for moving and storage. Unlike the traditional storage, where you would have to bring your belongings to the storage facility, we bring the storage container(s) right to your home. If you choose not to have the containers delivered to your place, you are always welcome to come to our warehouse and load your containers there.

When we bring the containers to you, we will do our best to locate them as close to your home and as convenient for your loading efforts as possible. However, please keep in mind that in some rare instances road conditions or limited accessibility may limit our ability to fulfill the above commitments. Additionally, some municipalities and homeowners' associations may require you to obtain a prior permission or approval for the container placement.

Once you receive your container(s), lock them up using your own padlock and when you are done, we pick them up and store them at our facility. You can also choose to keep the containers on your property. For facility storage you are normally provided with up to five (5) days to pack your containers. Typically, we pick the containers up between 6 am and 9 pm on your scheduled pick-up day. Should you require more time for packing, just let us know at least 1 business day prior to pick up and we will reschedule the container pick up.

While in storage, your containers are securely placed at our secure. Your valued possessions are always available to you, however. Should you need access to your containers, we can either deliver them back to you or schedule a time at our special access area, where you can access your containers at no charge.

We will store your containers for you for as long as you need us to. When you want your belongings back, we can either deliver them back to you, or you can pick them up yourself at our warehouse. Please note that our container delivery/pick up services are provided at a rate published on our website. You can find the current delivery rate applicable to your delivery area at any time at www.boxngo.com. See your rental agreement for further details and terms and conditions applicable to this service.

Box-n-Go Storage Containers.

Box-n-Go containers are specifically designed and constructed to optimize your mobile storage experience. All containers are assembled by us and inspected before we deliver them. Each container is designed for repetitive use and is capable of being loaded full loading capacity with regular household items. The maximum weight carrying capacity of each container size being offered are posted at www.boxngo.com.

Box-n-Go offers 5 different container sizes (exterior and interior dimensions are posted at www.boxngo.com):

Box-n-Go XXL – 20' x 8', Box-n-Go XL – 16' x 8', Box-n-Go L – 12' x 8', Box-n-Go M – 8' x 8' and the original Box-n-Go – 8' x 5' container.



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The original Box-n-Go container is built out of weather resistant exterior grade plywood and dry lumber to provide a very stable, breathable and chemical free environment during the storing and transporting of your belongings. The larger size containers are built out of metal with special anticondensation coating on the underside of the roof and special ventilation ports.

The "breathable" design ensures the climate inside the container equalizes to the climate outside of it, preventing condensation. This keeps your goods smelling just like they did when you packed them. The storage containers that are airtight develop condensation during storage because the temperature inside the storage unit changes, but the water vapor in the air has nowhere to go, potentially leading to mold and mildew. This condensation can damage your furniture. In addition to the above our containers are elevated 4" off the ground. This prevents the moisture (be it rain or sprinklers) from the ground from affecting anything inside the container.

All of our containers are "all-weather" design. The larger size containers have a single piece metal roof. The original Box-n-Go containers (when used outdoors) are covered with a highly durable, heavy-duty, weather-resistant cover with a single piece plastic roof. This cover is impervious to rain but still allows the container to breathe because of its Velcro closures and strategically placed waterproof vents.

Containers Moving Between Box-n-Go Warehouses.

From time to time we may move to new facilities and locations. In that instance, and if we feel that we may better serve you at a different location, we reserve the right to move your storage container to a new location at our discretion and expense. In the event if Customer requests Box-n-Go to move container(s) between facilities, additional charge(s) to cover the transportation costs may apply.

Containers Packing and Possibility of Damage to Your Belongings.

Along with this informational package we have included several brochures that will help you with determining what to pack into your Box-n-Go containers and how to pack it best. We also strongly recommend that you take a complete and thorough inventory for each of the container that you pack. We have provided an inventory list form for your convenience. We also recommend that you take pictures of the containers as you pack it. These, along with your detailed inventory may help you in rare cases if there is damage to your belongings. We strongly encourage you to read your Rental Agreement and especially the sections that cover the Customer's Obligations and Risks, Prohibited Goods and Limitations of Box-n-Go Liability. Please bear in mind that Box-n-Go provides a limited insurance coverage for your belongings at no additional cost to you. Your belongings may also be covered under your own homeowner's insurance policy. We also make premium insurance policies available to our customers.

Please pack your containers carefully. Distribute the load evenly throughout the container and remember your storage container is made of wood, so watch for splinters.

Once again, we would like to thank you for choosing Box-n-Go for your storage and moving needs. We will do everything we can to make sure that your storage experience is the best it could possibly be.

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Questions?

If you have any other questions regarding our services, e-mail us at customerservice@boxngo.com or call our customer service team toll-free at 1(877) 269-6461. We look forward to assisting you with your storage and moving needs.



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Box-n-Go Container Loading Guidelines

Box-n-Go Storage wants to help make your storage and moving process as safe and hassle-free as possible. Please take a few moments to review these guidelines before you begin packing your Box-n-Go storage containers. These guidelines will help you protect your belongings while also making the most of the space in each container. Placing items correctly inside your storage container will make the ride smoother and unloading a whole lot easier:

WARNING

For your safety and that of others:

DO NOT store any flammable materials or aerosol products, including hair spray, shaving cream, deodorants, and insecticides, cleaning products, spray paint, nail polish remover, bleach, lighter fluid and motor oil, gas, propane tanks, old paint, cleaning fluids or other materials which might create or intensify a fire in any Box-n-Go storage containers. Gasoline and oil must be drained from engines in lawn mowers, tillers, weed eaters, etc. prior to storing.

DO NOT store liquids in any Box-n-Go storage containers.

DO NOT store any pharmaceuticals or controlled drugs or any other substance or materials storage or use of which is regulated by federal, state, or local law, regulation, rule, or ordinance.

DO NOT let children play in, on, or around Box-n-Go storage containers.

DO NOT load more than 2,000 lbs. in any Box-n-Go storage containers.

DO NOT load all heavy items on one side of the Box-n-Go storage container.

DO NOT Remove the weather resistant cover from your storage container(s)

DO NOT store antiques, fine art, high value artwork, valuable documents, jewelry, fragile goods or goods of high or emotional value inside the Box-n-Go storage container. Carry valuable papers and items with you so they are not lost or damaged.

Remember, some of your storage containers may be made of wood, so watch for splinters.

Remember – some items are heavier than you think (i.e.: Books).

Before delivery of your storage container to your location you'll need to plan ahead and decide on the best location of such a container(s). If necessary, contact your property manager, homeowner's association or local authorities to ensure you will be complying with any covenants, guidelines or zoning restrictions.

Be sure to use the storage inventory list provided by Box-n-Go to record which items go in each Box-n-Go storage container and its general location within the container. This will allow you to find an item easily, should you need to access your goods while in storage. All boxes should be labeled with your name and list of contents on several sides. This will make finding things easier. If you are renting and storing more than one Box-n-Go storage container, store items you'll need most often in one particular storage container.



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Prop the Box-n-Go container door open while you are loading to keep it from closing unexpectedly. Cover floor with cardboard, blankets or plastic sheeting depending on what is being stored prior to loading to help protect your valuables.

Loading in a pre-planned, "smart" order will greatly reduce loading time and fatigue. It will also ensure a safer ride for your belongings. Load each Box-n-Go storage container a quarter at a time, packing it tightly from floor to ceiling. Avoid leaving open space where items can shift. Secure each quarter with rope or twine to prevent shifting during transit.

Always load the heaviest items first; this will help keep the container stable on the road. Place bureaus, dressers, large china cabinets, sofas, refrigerators, and other heavy appliances in the center of the **Box-n-Go** storage container for an even weight distribution. Use protective covers on sofas and mattresses. Then load chairs, tables, bookcases and light items towards the back and sides. Take advantage of the tops of dressers and the like to stack boxes and other items. Stack boxes in the corners and underneath tables. Also, stand mattresses on end and break down bed frames. It's a good idea to store items you'll use most at the front of the unit where you can get them easily. All stored items should be clean of food stains and particles.

If you stand mattresses on end, be sure to "prop" them up to stand straight or they may bend out of shape and become lumpy. This remains the same for sofas or loveseats placed on their sides. It is best to cover these items. Use only blankets or thin breathable plastic made specifically for storage. Do not use heavy plastic to cover furniture.

Be generous with blankets and padding. Remember to use bagged pillows, stuffed animals and furniture cushions as well as additional paper and cardboard to fill all gaps and spaces.

Stand large, flat items like mirrors, mattresses, box springs and tabletops upright against the walls and tie them securely. Wrap mirrors and pictures with protective pads or use a special mirror carton and store them on end. Protect your items with paper pads, bubble pack or moving blankets. Make sure to have all of the right packing materials in advance.

Boxes should be filled completely, and lids closed. Heavy items should be packed in small boxes for easier lifting. Stack lighter boxes on top of bigger, heavier ones.

Box-n-Go Storage offers a great variety of packing and protective supplies such as mattress bags and boxes for sale, and they're delivered right to your front door. Check out our website for details.

Lock each Box-n-Go storage container with your own padlock and keep the key in a safe location, where you will easily be able to find it upon re-delivery. Each storage container must be locked before pick up. Use a strong commercial grade HIGH QUALITY padlock, keeping your valuables as safe as possible. For extra security, it is a good idea to park your car in front of the door of the container. Seal the Velcro on each vault cover, providing added security in case of inclement weather. Please notify us if more time is needed to load your containers

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Need Help?

If you have any other questions regarding packing, e-mail us at customerservice@boxngo.com or call our customer service team toll-free at 1(877) 269-6461. We look forward to assisting you with your storage and moving needs.



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How To Pack Specific Items

The following are some valuable tips that can help you with packing and storing some specific items that you may have in your household. These tips are provided for your reference and cover many household items regardless of whether they would be stored inside the Box-n-Go storage containers or elsewhere:

Tables: Take the legs off tables when possible and wrap the legs separately. This prevents possible damage and also saves space. Place any hardware in a plastic bag and tape it to the underside of the table, so you will not misplace it. Wrap the tabletop with cloth or paper pads and place against the side of the container, not on the bottom. If a table will not disassemble, place padding on the floor and place the table on its top with the legs pointing up.

Dishes and Glassware: Place a layer of packing inside the bottom and at the top of boxes containing glassware. All glass items should be individually wrapped. Nest cups and bowls and stand plates and saucers and platters on edge. Consider using potholders and dishtowels to cushion the bottom and sides of your boxes. Wrapped glasses should be placed near the top of cartons. Fine silver should be wrapped in cloth or silver paper. Fill all pockets with packing. Always make sure you have plenty of cushioning below and above all your glassware. For greater protection, consider purchasing "dish packs." Make sure your boxes are firmly packed so they will not be crushed. Label boxes containing glassware "FRAGILE - THIS SIDE UP" and do not place heavy items on top of boxes with glassware.

Flat China & Flat Glassware: Larger china and glass plates, platters and other flat pieces are excellent as the lowest layer in a dish pack. Place cushioning material in the bottom of a carton. Wrap each piece individually with clean paper, then wrap up to three in a bundle with a double layer of newsprint. Place these bundled items in the carton in a row on edge. Surround each bundle with crushed paper, being careful to leave no voids or unfilled spaces. Add two or three inches of wadded paper on top of the bundle to protect rims and make a level base for the next tier. Horizontal cardboard dividers can be helpful in keeping layers level. Smaller plates, saucers and shallow bowls could make up a second layer. Wrap and pack in the same way as larger items. Label boxes containing glassware "FRAGILE - THIS SIDE UP" and do not place heavy items on top of boxes with glassware.

Bowls and Odd-shaped Items: Depending on their weight, these might be used for either the bottom or middle layers. Wrap the same way as flat plates. Stand shallow bowls (soup plates, etc.) on edge in the carton and deeper ones (such as mixing bowls) nested two or three together, upside down on their rims. Wrap sugar bowl lids in newsprint, turning them upside down on top of bowls. Then, wrap both together in newsprint, followed by a double outer layer. Wrap sugar bowls, cream pitchers, sauce containers, gravy boats and similar pieces in newsprint and then a double outer wrapping. Place all upright in the carton, and then top off the layer with wadded newsprint. Label boxes "FRAGILE - THIS SIDE UP" and do not place heavy items on top.

Cups: Even when using a dish pack and cellular dividers, wrap china cups individually first, protecting handles with an extra layer of clean paper. Then, pack cups upside down. If not using cellular dividers, wrap cups individually first in a double layer of paper and place them upside down on rims in a row on an upper layer with all handles facing the same direction. Top off the layer with wadded newsprint. Label boxes "FRAGILE - THIS SIDE UP" and do not place heavy items on top.

Silver & Flatware: To protect silver pieces from tarnishing, they should be completely enclosed in newsprint or plastic wrap. Hollow ware, including bowls, tea sets and serving dishes should be wrapped carefully like fragile items and packed like china. Loose flatware may be wrapped individually or in sets, and in paper, clear plastic bags or small gift boxes that are then secured with tape. Even if silverware is in a chest, consider wrapping the pieces individually and repositioning them in the chest. Or fill all voids in the chest with newsprint to prevent shifting. The chest can be wrapped in a large bath towel.



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Furniture: Shrink-wrap large, upholstered items. Place a cardboard mat or plastic sheet on the floor and stand mattresses on end. You may want to consider packing couch pillows in large boxes. Disassemble beds (if the item can be disassembled, it will save on the cost). Most lightweight chairs should be stacked seat-to-seat or placed upside down on tables. Table corners can be protected with cardboard. Make sure that all drawers and shelves are completely closed and taped shut. Try to cover furniture to protect from minor scratches. Particleboard furniture is not very sturdy and cannot handle the weight at times. Invert light chairs so they are "seat-to-seat." There usually is space between the legs for small, lightweight items. Finally, place a light dust cover over your furniture.

Piano: A professional piano service provider should take care of the preparations for packing and storing a grand or baby grand piano. Upright (spinet, console and studio) pianos usually do not require preparation in advance. All pianos should be pad-wrapped to protect the surface. Plan to have your piano tuned after storage.

Pool Table: Disassembly and crating of your pool table should be provided by a third-party service. If possible, contact the store where the pool table was purchased to obtain assistance. You will need to make arrangements to have the pool table uncrated, reassembled and leveled.

Glass Table Tops, Marble Slabs, Large Mirrors, Paintings, Statues & Large Vases: It's best to consider custom-made cartons and crates for items of this kind. Paper should never be permitted to touch the surface of an oil painting.

Figurines and Other Delicate Items: Be sure the items are well-protected with plenty of cushioning. Wrap first in tissue paper, paper towels or facial tissue. Then, wrap carefully in paper that has been wadded and flattened out. Small mirrors, plaques and pictures should be wrapped individually in tissue paper with an outer layer of newsprint. A bath towel or small blanket makes an excellent outer wrapping and padding for glass. Place items on edge in a carton.

Upholstered items: Couches can be packed on their feet, with a second couch inverted on top of the other for protection. A small single couch or a love seat can be placed on end, using paper pads to protect the armrests.

Mattresses & Pillows: Place mattresses and box springs in a protective bag or even old mattress covers to keep them clean during moving and storage, and place along the side of the container. Pillows may be placed in bureau drawers or packed in cartons. They also make good padding for other items.

Lamps: Remove all bulbs and shades from lamps. Place small bases in dresser drawers with paper or cloth padding, and large ones in boxes with wadded-up paper in the extra space. Shades should be placed in individual boxes with wadded-up paper in the empty spaces. Often you can "nest" several lampshades together. Use a special box for all of these shades, rather than packing them with other items. Pack delicate lampshades separately. Do not use newsprint to wrap lampshades or any other goods that may be damaged by ink stains. Do not store heavy items on cartons containing lamps or lampshades. Pack in sturdy cartons labeled "fragile". Label cartons "LAMP SHADES - FRAGILE - TOP LOAD ONLY."

Chandeliers and Leaded Glass Shades: It is best to professionally crate large leaded or other glass lampshades or chandeliers.

Silk or Artificial Flowers: An arrangement of artificial flowers should be packed in a separate carton. Wrap carefully in plastic wrap, tissue paper or paper towels. If possible, fasten the base of the floral piece to the bottom of the carton to prevent shifting. Label the carton "FRAGILE - THIS SIDE UP".



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Bed Frames and Futons: Tie bed rails together. The frame should be broken down (disassemble it as it was, when you purchased it, this will save on additional costs). Store in such a way so that the frames would not damage any adjacent items during the transit and storage, fold the mattress in half and tape it, wrap the mattress in plastic to assure it is completely protected.

Bedding, Curtains, Drapes and Linens: Curtains and drapes should be stored on hangers. If hanging cartons are not available, such items should be carefully folded and stored in dresser drawers or cedar chests along with bedding and linens, blankets, pillows, sheets and the like. Blankets, sheets, tablecloths, towels, pillowcases and other linens may be protected by a large plastic bag and packed in a carton that has been lined with clean paper. Wrap your most prized possessions in tissue. Also, linens and bedding are good for cushioning or padding many other items. Food crumbs or stains should be removed before storage and avoid storing anything that will attract rodents. If you decide to wash your linens before you pack them, make sure they are thoroughly dried first.

Clothing: It's best to hang clothing whenever possible. This is why the wardrobe boxes are best for storing clothing. One will hold about two feet of compressed clothing on hangers; figure more cartons if wrinkles are a concern. You can place shoes and folded items in the bottom and use the metal bar to hang others on the top. Small garment items can be left in dresser drawers. If wardrobe cartons are not used, each garment should be removed from its hanger, folded and placed in a suitcase or a carton lined with clean paper. Hats may be left in hatboxes and placed in large cartons, or stuff the crown of each hat with crumpled tissue paper, wrap tissue loosely around the outside and place in a carton lined with clean paper, with the heavier hats at the bottom. Don't pack anything else with hats. Label the carton "FRAGILE".

Jewelry: Valuables such as fine jewelry should be removed from drawers and never packed with your household goods. They will be most secure if they remain in your possession. If you have an extensive high-value collection, consider a third-party service that specializes in storing or transporting jewelry.

Toiletries: Dispose of aerosol spray cans, such as hairspray or deodorant, open bottles and other prohibited items. These cannot be packed for storage and moving. Please see the listing of prohibited items for further details. Any toiletry items that are allowed should be carefully taped shut and wrapped to prevent leakage, then packed in small cartons.

Mirrors and Pictures: It's best if you can crate them, or at least wrap mirrors and pictures in paper, bubble wrap and heavy cardboard, then bind with tape and pack in a mirror packing box. Most pictures and mirrors can be wrapped and packed in telescoping mirror cartons. Wrap each wall hanging individually with bubble wrap, blankets, or towels. Pack flat items on their edges. **DO NOT** lay mirror boxes flat! If possible, place between a mattress and box spring, or place on the side of your container. Fragile or valuable fine art may require special professional crating. We advise against packing such items for storage or moving inside the containers.

Chest of Drawers: Take advantage of drawers for packing many light household items such as photos and clocks. Many small fragile items can be stored safely in your dresser drawers, however, be sure to use towels or other packing materials to make sure that the fragile items will not shift during the move.

Rugs: Vacuum rugs, sprinkle with moth flakes, roll up and tie with rope. Rugs can be wrapped with paper pads for additional protection. Area rugs should be loaded last and unloaded first.

Computers and Computer Equipment: If possible, use your original boxes to store these items. When using other than original boxes make sure to tightly secure all contents. Disconnect and mark all wires and cables for easy assembly. Detach paper holders/feeders from printers and wrap monitors and



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additional hardware as you would other home electronics. Remove toner and ink cartridges. Back up your entire computer file system on DVDs or other file storage disks/devices. Cover monitor screen with a sheet of bubble-wrap. We also suggest filling the box with towels and bedding to make sure the items are not loose. Also label the outside of the box "fragile" so that everyone is aware of that. In most cases monitors fit in the medium size (3.0 cubic ft) box. Use some of your towels, sweatshirts (soft goods) to pack around them. Most printers can fit into a small size (1.5 cubic ft) box. You may also put some of your school supplies in that box as well.

TIP: Place small colored stickers on each cord and the same color sticker where the cord connects to the device and pack them in the same box as the equipment they belong to.

Stereo Equipment: If possible, use your original boxes to store these items. When using other than original boxes make sure to tightly secure all contents. We recommend that DVDs be put into a box (either a medium, 3.0 cubic ft, or a large, 4.5 cubic ft box). If you have more than one of these items, make sure that some form of cushion is used between them. Advance preparation is required for compact disc players, digital videodisc players and stereo turntables. On compact and digital videodisc players, secure the laser with transport screws located on the bottom or back of the unit. Most turntables have a plastic lock, which should be used to hold the tone arm in place. For additional protection, you may tie a piece of string around the arm in case the lock does not hold. Also, secure the platter (where the records are placed) by tightening the appropriate screws. These are usually located on top of the turntable but check your owner's manual if in doubt.

TIP: If it's not feasible to pack your remote controls in the same carton with their corresponding units, consider packing all remotes in a separate box, clearly labeled.

Speakers: Pack speakers in well-cushioned dish packs.

Television Sets: Call your local cable company to request your service discontinued. If you have a converter box, return the box and keep the receipt for future reference. Smaller TV's (e.g. 13") should go into a medium size (3.0 cubic ft) box along with soft goods to cushion (secure) it. An issue with 13" TV's is that they are an odd shaped item, so putting into a box along with other items is recommended. The larger TV's (16" and larger) can be stored as is. We recommend that the power cord be taped up (on the back of the TV and perhaps a sheet of bubble wrap to protect the glass monitor). Some large and plasma television sets may need to be created by a professional.

Satellite Dish: Contact an electrician or technician from a satellite dish distributorship for the disconnection and disassembly of this sensitive equipment. Depending upon the construction and size of the unit, it may need to be professionally crated.

CDs, DVDs, Tapes and Records: Stand compact discs and records on edge, never flat, on a layer of crushed paper. Support at both ends with large, hardcover books or several pieces of cardboard cut to fit. Top with another layer of crushed paper. Identify contents on the outside of the box and mark, "FRAGILE". Cassette tapes should be placed in their cases and wrapped individually in crumpled paper. Place individual tapes either vertically or horizontally on a couple of layers of crushed paper. If records are not in jackets, wrap individually in tissue paper or plastic wrap to protect from scratches. Records are heavy and therefore should be packed in small cartons.

Office Furniture: Any modular office furniture will need to be dismantled and disassembled for packing. Use tape to mark where pieces go together and keep the hardware together (including drawer pulls) in one spot, like a plastic bag or coffee can.



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Books and Documents: Pack books of the same general size together, in small book cartons for easy lifting. Pack them either flat, or with the spine touching the bottom of the carton. Do not pack with spine facing upward, as glue can break away from the binder. Do not place boxes directly on concrete floors, but use pallets or skids to prevent moisture absorption. Use packing to fill out empty pockets in the boxes. Do not pack fragile items in the same box with books and do not overload. These boxes will get heavy quickly so remember to use your legs when lifting. Do not pack boxes heavier than 50 pounds. Expensively bound volumes or those of sentimental value should be individually wrapped before packing. We advise against packing such items for storage or moving inside the containers.

Photographs: Family photographs, videos, slides and negatives should be packed in separate cartons rather than being combined with other household items. Protect framed photos with padding and cushioning, standing them on edge in a carton. Label cartons for easy identification. We advise against packing such items for storage or moving inside the containers.

TV Stand/ Stereo Cabinet: Remove glass doors if possible and pack in a mirror carton.

Large Appliances: Please take the right steps to protect your investments. Appliances may be some of the most expensive items you own. In preparing your appliances for packing and storage, it is important that they be clean and dry to avoid the buildup of mildew and mold. If possible, use your original boxes. Otherwise, wrap each item separately and securely. Here's your guide to pack smart and simply.

TIP: Remember to turn off and unplug any appliances before you start preparing and cleaning them for packing.

Dishwasher: Clean and dry it thoroughly at least 24 hours before packing. Disconnect and drain the hoses. Leave the door open for a while prior to the move. Wrap dry hoses in towels and packing paper and place inside the dishwasher. Consider using empty space in your appliances to move lightweight or crushable items with proper padding. Boxes can be stacked on top.

Stove Top/Range/Oven: Clean each thoroughly. Grease left on a stovetop will catch dust and dirt, and unfortunately, leave spots on anything that it touches. Remove broiler pan and racks from your oven. Tape burners or coil elements to the top of your stove and tape down all knobs. Detach all removable parts and pack safely in a box, clearly marked with the contents. If you are moving a gas range, it must be disconnected prior to packing by a qualified person. The gas line must be properly secured also. Tape electrical cords to the appliance and tape all doors and lids closed.

Washing Machine: Clean and dry it thoroughly at least 24 hours prior to packing. Disconnect and drain the hoses. Wrap metal connector ends of hoses in a towel and place inside the washer. Secure the tub following the manufacturer's guidelines to prevent swaying with a brace or by placing towels between the tub and sidewall. Note: If you don't have the manufacturer's guidelines, you can purchase a washer kit with a manual that provides instructions on how to secure the tub by tightening down the tub using screws. If you prefer not to do it yourself, there are many third-party service providers. Tape electrical cords to the appliance and tape all doors and lids closed. Consider using empty space in your appliances to move lightweight or crushable items with proper padding. Boxes can be stacked on top.

Clothes Dryer: Before cleaning, unplug or turn off the dryer from electrical power. Clean the lint screen. Prior to plugging in your electric dryer at your new residence, have your power supply checked for the correct electrical requirements. If you are moving a gas dryer, the appliance should be disconnected, and the gas line capped off by a qualified person. Tape electrical cords to the appliance and tape all doors and lids closed. Consider using empty space in your appliances to move lightweight or crushable items with proper padding. Boxes can be stacked on top.



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Refrigerator/Freezer: Unplug the fridge at least 48 hours before packing. Dry out refrigerators and freezers, especially those that contain an icemaker. Dispose of all perishables. Unplug the power cord and wash and dry all removable parts thoroughly. Allow the parts, including the interior of the refrigerator and freezer, to dry thoroughly to allow all moisture to evaporate. Pack all loose parts including bins and shelves in a secured, approved container. Vacuum the condenser or compressor. Empty and clean the evaporator pan; allow time for it to dry. Turn off the water and disconnect the water line, if you have a cold-water dispenser or automatic icemaker. Empty the water reservoir. If your refrigerator or freezer is an older model, you may have to have the compressor or motor bolted down. Place a spacer between the door and tape shut. The spacer will allow air to circulate so that it does not smell when you get it back. The power cord should be stuffed in the bottom of the fridge, so the cord is not dragging behind. Make sure your fridge does not have any fluid dripping from it. Consider using empty space in your appliances to move lightweight or crushable items with proper padding.

TIP: There are desiccants available that may help keep your refrigerator dry and mildew free while in storage and transit. Check your local hardware store for more information.

TIP: Once you receive your refrigerator back from storage or after moving, allow 24 hours prior to operating the unit. This will allow the time for the oil to settle, preventing the possible damage to the compressor. After the unit is placed back in operation and your icemaker is in service, dispose of the first few batches of ice to clear out any impurities from opening the water line.

Microwave Oven: Remove any glass trays, wrap and securely pack them in a carton. The microwave can either be placed in its original box, if available and still in good shape, or a well-cushioned carton. Do not place cardboard in the door opening because it can spring the door during transit. We recommend that you tape down the glass turntable, tape it shut, tape the power cord on the back of the unit.

Small Appliances: In preparing your appliances for packing and storage, it is important that they be clean and dry to avoid the buildup of mildew and mold and do not attract rodents. Items such as clocks, small radios and other small appliances should be wrapped individually and packed in a carton cushioned with crushed paper. If their cords disconnect, wrap them in plastic and secure them to the appliance they belong to. Make sure cords are wrapped so as not to scratch or damage items. Steam irons should be emptied of all water, wrapped and placed in the cushioned bottom of a box.

TIP: Remember to turn off and unplug any appliances before you start preparing and cleaning them for packing.

Food Items: Use or dispose of all perishables. You will also need to get rid of cleaning products and other kitchen chemicals. See our listing of prohibited items for further details. Boxed or canned goods should be packed in small boxes. Dispose of any open packages and wrap glass jars to prevent breakage.

Pots & Pans: Pots, pans and similar items should be wrapped and packed in medium size cartons. Depending on their weight, these might be used for either the bottom or middle layers.

Tools: Long-handled garden tools, as well as brooms and mops, should be cleaned, oiled, bundled and tied together securely. Attachments should be removed from power tools and packed separately.

- ✓ Hand tools may be left in toolboxes and the spaces filled with crushed paper, or they may be packed according to general packing rules. Always use small cartons for heavy tools.



WELCOME DOCUMENTATION & SERVICE INFORMATION

- ✓ Use old towels to wrap and tape any sharp-edged tools.

Don't put too many heavy tools in one box, since it may be heavier than you expected. It's a good idea to wipe your tools with a slightly oily rag to prevent rusting if you are storing your belongings in non-climate-controlled storage.

Holiday Decorations: Save the original cartons that contained delicate ornaments and pad the ornaments with packing paper or newsprint. Wrap strings of lights around a piece of cardboard before placing in a carton lined with packing paper.

Bicycles and Other Metal Items: To retard rust, wipe all metal surfaces with a rag containing a few drops of machine oil. Clean and cover with a paper pad or moving blankets to protect your other goods from being torn.

Lawn & Patio Furniture: Remove cushions and clean frames. Pack cushions in large carton or wardrobe. Keep umbrella clean and dry during transport by wrapping it in paper padding or a plastic bag and taping shut. Do not pack the weighted umbrella stand.

Grill: Dispose of any unused charcoal. Remove tank (it cannot be packed for moving and storage) and properly purge hose. See the list of prohibited items. Secure lid and immobilize moving parts.

Outdoor Equipment: Dismantle children's swing sets, TV antennas and garden sheds you plan to pack for storage and moving.

- ✓ Place small hardware in a plastic bag or old coffee can and label.
- ✓ If the parts bag can be securely attached to corresponding equipment, all the better.
- ✓ Drain all gasoline and oil from lawn mowers, weed eaters, chain saws and other equipment.
- ✓ Disconnect all batteries.

Pots and Planters: Pack small ceramic or pottery planters like any fragile item - individually wrapped with plenty of cushioning.

Trash Cans: Clean cans if you plan to pack them into the storage container. If your cans are sealable or rollable, you may pack items in them, just don't make them too heavy.

* * * * *

Need Help?

If you have any other questions regarding packing, e-mail us at customerservice@boxngo.com or call our customer service team toll-free at 1(877) 269-6461. We look forward to assisting you with your storage and moving needs.



WELCOME DOCUMENTATION & SERVICE INFORMATION

Items You Shouldn't Pack

The following is the list of items that the storage and moving companies, by federal law or internal policy, cannot accept for storage and moving. These include hazardous materials, perishable and high value items:

Hazardous Materials (items that are flammable, corrosive or explosive):

- Aerosols
- Ammonia
- Car batteries
- Charcoal
- Charcoal lighter fluid
- Chemistry sets
- Cleaning solvents and liquid bleach
- Pesticides and Fertilizer
- Fireworks
- Gasoline, kerosene, lamp oil, etc.
- Matches
- Paints and paint thinner
- Nail polish remover
- Poisons
- Pool chemicals
- Bottled gas such as propane tanks and oxygen bottles
- Automotive repair and maintenance chemicals such as motor oil
- Pharmaceuticals
- Firearms, ammunition and explosives

Perishables (food, plants or living things that may die or spoil in transit):

- Frozen and refrigerated foods
- Plants
- Produce
- Open or half used foods
- Food in glass jars

Not recommended (items of personal importance or sentimental value):

- Collectibles (stamp or coin collections, etc)
- Legal documents such as deeds or wills, etc.
- Family photographs
- Securities
- Valuables such as cash, jewelry, furs, etc.
- Prescription drugs needed for immediate use
- Any item extremely fragile such as tall mirrors
- Medical and family history records

* * * *

Need Help?

If you have any other questions regarding packing, e-mail us at customerservice@box-n-go.com or call our customer service team toll-free at 1(877) 269-6461. We look forward to assisting you with your storage and moving needs.

**CONTAINER PACKING NOTICE:**

1. Please make sure not to overload. See www.bboxgo.com/weight-limitations/ for loading tips and information
2. Please do not pack any Prohibited Goods into the container. Please carefully review the Agreement for the listing of Prohibited Goods.
3. Please pack the containers by evenly distributing the load throughout the container. Store heavier items at the bottom, closer to the center and spread out the lighter items on top, sides, back and front of the container.

CONTAINER PACKING LAYOUT GRID

[illegible]

DOOR SIDE

Additional Notes:

[illegible]

NOTE: This form is provided for your convenience and use only. Make as many copies as you need and keep it with your Rental Agreement and other documents for future reference.



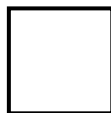
BOX-N-GO, LLC NON-NEGOTIABLE STORAGE & MOVING SERVICES AGREEMENT

This Non-Negotiable Storage and Moving Services Agreement (hereafter "Agreement") is entered into between Box-n-Go, LLC (hereafter "Box-n-Go") and the Customer (hereafter "Customer" or "Occupant"), as identified below, constitutes an Agreement for delivery, storage and moving services, shipping order and freight bill.

Please verify all information shown below and provide all the information requested:

Occupant (Individual or Entity):	Billing Information:
Contact Name _____	Account ID _____
Mobile _____	Address _____
E-Mail _____	City, State ZIP _____
Origin Delivery Address:	Destination Delivery Address (if applicable):
Address _____	Address _____
Address _____	Address _____
City, State ZIP _____	City, State ZIP _____
Authorized Agent:	Emergency Contact (alternate contact for notices):
Name _____	Name _____
Mobile _____	Mobile _____
E-Mail _____	E-Mail _____
Address _____	Address _____
City, State ZIP _____	City, State ZIP _____

Information can be updated at any time at www.boxngo.com/my-account/



By placing their initials to the left, the Occupant acknowledges that the above provided and displayed information is accurate and current. Occupant understands and consents that until Box-n-Go will have been notified to the contrary, all the account notices, offers and information will be sent to the above listed main and/or alternate address, e-mail address or telephone number(s) via mail, e-mail, voice or text, and may be delivered through an automated dialing system and be pre-recorded. Please note that the consent given herein is not a condition of purchase.

IMPORTANT DISCLOSURES

WAIVER OF 72 HOUR NOTICE REQUIREMENT. By executing this agreement, Customer acknowledges that they are aware of their right to receive this Rental Agreement and all related documents containing terms and conditions at least 72 hours prior to receipt of the storage containers. By receipt and execution of this Agreement they expressly waive this right.

INCORPORATION OF TERMS AND CONDITIONS. By executing this agreement, Customer acknowledges and agrees that the Agreement Terms and Conditions ("Terms and Conditions") as may be modified in accordance herewith, are a part and parcel of the Agreement between Customer and Box-n-Go, are expressly incorporated by reference herein and have been diligently reviewed and understood by Customer. Without limitation on the foregoing, all definitions set forth in Terms and Conditions are applicable herein. Customer and Box-n-Go agree to be bound by all terms of this Agreement and any and all addenda, documents or exhibits, including but not limited to, the provisions relating to the Limitation of Box-n-Go liability, the disclaimers of warranties, the limitations of value of Customer's property and the nature of Customer's property.

BELONGINGS ACCESS AT THE FACILITY. When you require access to your belongings, please schedule your access appointment with Box-n-Go in advance of such access. Next day access appointments must be placed by noon of the preceding business day. Belongings access at the facility is subject to published fees, facility schedule and rules and regulations in effect at the time of access. Additional move-out fees will also apply.

SCHEDULING CHANGES. All container deliveries and pick-ups occur between 8 am and 9 pm daily. Customer presence is not required unless access to the container(s) placement location is obstructed. If you would like to re-schedule or cancel your container delivery/pick up or access, please notify Box-n-Go at least 1 business day prior to your originally scheduled date or your account may be accessed the **\$50/unit re-scheduling fees** and other applicable fees. Please note that we only allow for up to five (5) consecutive days of container storage at your location without prior agreement to the contrary. Pick-ups which were not previously scheduled may require up to 15 days' notice to be scheduled. Please also note that containers scheduled to be picked up full must be padlocked as a condition of pick up. Similarly, empty containers that are scheduled to be picked up, must be empty, clean and free of all debris and belongings (**\$250 charge for not complying**).

SERVICE CANCELLATION. Should this Agreement be cancelled, for any reason, in less than 1 business day prior to scheduled service delivery,

Customer will be liable, as a minimum, for the local transportation fees (as posted at www.boxngo.com) and minimum rent charges (as outlined in the Terms of this Agreement). The remaining balance collected from the Customer will be refunded to the credit card on file.

REDELIVERY (PICK-UP) ADVISORY. Customer understands that delivery of full units to Customer and pick up of empty units from Customer's location is scheduled on a "first come, first serve" basis and must be scheduled well in advance. We recommend scheduling deliveries at least **7 to 15 days in advance**.

LIEN RIGHTS. By executing this agreement Customer acknowledges their understanding that their stored property may be subject to a claim of lien in favor of Box-n-Go, LLC for unpaid rent and other charges or any other default under this agreement and may be sold by Box-n-Go to satisfy lien if the rent and other charges remain unpaid or any other default occurs under this agreement for fourteen (14) consecutive days. This lien and its enforcement are authorized by California Self-Storage Facility Act, chapter 10, division 8 of the business and professions code of the State of California (commencing with section 21700).

CONTAINER LOADING. Customer agrees to load each container with Goods not exceeding a maximum weight as listed at www.boxngo.com/load, evenly distributed throughout the container. Customer represents and warrants that goods in each Container do not include Prohibited Goods or heavy items that could easily shift during the pick-up and transit, i.e. items on rollers, unsecured heavy items, etc. Please refer to Terms and Conditions for further information.

LIMITATION ON VALUE OF GOODS STORED. Customer agrees not to store Goods with the total value in excess of **\$2,000 per container, or \$20,000 per all containers**, without the prior written express consent of Box-n-Go. Any consent may be withheld in Box-n-Go's sole discretion. If such written consent is not obtained, the then total value of Customer's property shall be deemed not to exceed the limits listed above, notwithstanding any claim or proof to the contrary.

RISK OF LOSS AND LIMITED LIABILITY. Customer agrees that Box-n-Go liability is limited under this agreement to a default Declared Value of \$250/container, unless optional protection coverage plan is purchased by Customer. Any Box-n-Go liability under this Agreement begins with pick-up and ends with delivery of loaded containers. Customer further understands and agrees to follow the claims process as outlined in the Terms and Conditions of this Agreement.



BOX-N-GO, LLC NON-NEGOTIABLE STORAGE & MOVING SERVICES AGREEMENT

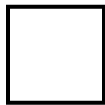
This Non-Negotiable Storage and Moving Services Agreement (hereafter "Agreement") is entered into between Box-n-Go, LLC (hereafter "Box-n-Go") and the Customer (hereafter "Customer" or "Occupant"), as identified below, constitutes an Agreement for delivery, storage and moving services, shipping order and freight bill.

FUTURE CHARGES AND FEES. Customer belongings are subject to future storage and transportation fees at published rates (see www.boxngo.com). The future storage charges may be subject to specific term discounts offered provided the customer has signed up to such term plan upfront and the account remained current throughout the duration of the plan.

UTILITY DOLLY RENTAL. If the Customer requests a utility or appliance dolly (hand truck) to be provided, Customer agrees to pay the daily charge associated with such dolly rental (plus all the applicable sales and use taxes) for the use of the utility dolly. The dolly must be returned to Box-n-Go upon the pick-up of the Box-n-Go storage containers from the customer. The dolly must be returned in the same condition as when it was rented by the customer. In case when the dolly is lost, stolen, damaged or otherwise rendered unusable the customer will be responsible for the full value of the dolly in the amount of **\$100.00**. By placing their initials herein below, the customer authorizes Box-n-Go, LLC to debit all the charges under this addendum to the credit card provided by Customer. Should the customer's payment method be other than credit card, a refundable deposit in the amount of \$100.00 shall be collected at the time of delivery.

LONG DISTANCE MOVING QUOTE VALIDITY. Customer understands and agrees that all moving prices listed herein are valid for shipments commencing 30 days from the date of this Agreement and belongings weight inside each unit not exceeding 2000 pounds. Should the actual shipment be scheduled after the price expiration or the weight exceed the above set limitation, the shipment will be re-quoted and contract amount adjusted based on then current market prices, the difference will be charged at the time of shipment. Further, Customer understands that that transit to a local destination service center will take up 10 - 14 business days. The delivery to the actual destination address will be scheduled once the units are received and will be subject to the local delivery schedules.

PROHIBITED ITEMS. Customer understands and agrees not to store any prohibited items (as detailed in the Terms and Conditions) and liquids of any kind. Customer will be held responsible for any damages to Customer belongings and those of other customers caused by non-compliance, regardless of the party responsible for placement of prohibited items and liquids inside the Customer's storage containers.

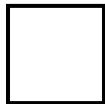


By placing their initials herein Customer signifies their understanding and agreement that the above provisions are applicable to ALL Box-n-Go container deliveries, as may be performed anytime during the life and validity of this Agreement.

DELIVERY, CONTAINER PLACEMENT AUTHORIZATION & DRIVEWAY/LAWN DAMAGE WAIVER

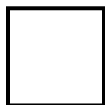
Box-n-Go performs contactless delivery of the storage & moving services offered. Customer's presence is not required at a time of delivery, placement and pick up of the Box-n-Go storage containers. Customer must provide clear and easy to understand instructions on where the container(s) are to be placed and how they are to be oriented in relationship to other nearby structures. These delivery and container placement services are subject to the below additional terms and conditions and customer agrees as follows:

1. Customer expressly acknowledges that the placement of the Customer's unit(s) may differ from customer's instructions and will be based on the actual space availability and other conditions at the time of delivery such as parking restrictions, anti-gridlock restrictions, etc. Should the Customer need further assistance with the unit(s) after placement, including the relocation, padlock cutting or door opening assistance, additional fees may apply.
2. Customer expressly acknowledges their understanding that unit(s) placed on private property require specific permission from the property owner/management. Should the Customer not obtain such permission and request Box-n-Go to place the unit(s) at such locations, the property owner/management may request Box-n-Go to pick up/re-position those unit(s). Any additional pick up/re-positioning will be charged to Customer's account at the current delivery fee schedule.
3. Customer authorizes Box-n-Go delivery personnel to enter the Customer's property and drive the container delivery vehicle and or place Box-n-Go containers on Customer's property including driveway, lawn, back or side yard or any other portion of the property. Customer hereby understands that while Box-n-Go personnel will take all normal precautions while moving and placing the Box-n-Go containers, Customer will assume all responsibility for any damage that may result to the driveway, sidewalk, yard, lawn or other portion of the property. Customer further agrees to repair or replace any and all paving and any other surface improvements, landscaping and vegetation that may be damaged by the Box-n-Go container(s) or delivery vehicle. Please note that a minimum clearance of 100" wide and 100" high is required to accommodate the delivery vehicle.



By placing their initials herein Customer signifies their understanding and agreement that the above provisions are applicable to ALL Box-n-Go current and future container deliveries, as may be performed anytime during the life and validity of this Agreement.

RECURRING BILLING



By placing the initials to the left Customer elects to have the recurring monthly fees and other charges be automatically billed to the credit/debit card on-file. **Customer UNDERSTANDS THAT THIS IS A FREE SERVICE AND NO MONTHLY INVOICES OR STATEMENTS WILL BE SENT.** Should Customer desire to have the recurring monthly fees and other charges be invoiced to their E-mail address, they must contact Box-n-Go at 1-877-269-6461 to set up this service. **THERE IS A \$10.00 MONTHLY FEE FOR THIS SERVICE.**



BOX-N-GO, LLC NON-NEGOTIABLE STORAGE & MOVING SERVICES AGREEMENT

This Non-Negotiable Storage and Moving Services Agreement (hereafter "Agreement") is entered into between Box-n-Go, LLC (hereafter "Box-n-Go") and the Customer (hereafter "Customer" or "Occupant"), as identified below, constitutes an Agreement for delivery, storage and moving services, shipping order and freight bill.

OPTIONAL BELONGINGS PROTECTION COVERAGE (WHILE IN BOX-N-GO'S CUSTODY)

I, the undersigned, understand that my property is stored at my sole risk and that I agreed to insure my personal property as well as Box-n-Go containers and other equipment for its full value against all risks. I also understand that Box-n-Go is not responsible for losses to my property beyond the agreed to protection coverage limit and subject to the Terms and Conditions of this Agreement.

- ☐ **\$1000 COVERAGE - \$8 /UNIT/ MONTH**
- ☐ **\$2000 COVERAGE - \$15 /UNIT/ MONTH**
- ☐ **\$5000 COVERAGE - \$24 /UNIT/ MONTH**

TRANSACTION SUMMARY

Total Due Upon Delivery (as detailed on Customer's Service Order)	
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The amount shown above does not include any services or plans added after this order was placed. Future charges (including recurring charges and fees) are not included in the sum above.

I, the undersigned, authorize Box-n-Go, LLC to perform the services listed in this Agreement and agree to pay all the fees and charges as detailed herein and all the recurring service charges, transportation charges and other applicable additional fees and penalties incurred thereafter, until my occupancy has been terminated, in accordance with this Agreement. I further agree that any term discounts that may be provided as a part of this Agreement will expire when the original storage term is fulfilled, unless a new term is requested by me. Should the discounted term expire, the monthly rental fees due will revert to then current standard month-to-month rates, as published at www.boxngo.com.

OCCUPANT'S NAME

NAME OF THE PERSON SIGNING

SIGNATURE

DATE

If a third-party signs this Agreement on behalf of the Occupant, the signatory hereby represents and warrants that he/she is an agent of the Occupant and is authorized to enter into the BOX-N-GO, LLC Non-Negotiable Storage and Moving Services Agreement on behalf of the Occupant and bind the Occupant to all its provisions, Terms and Conditions. The undersigned acknowledges that they may enforce the Terms and Provisions of this Agreement only in their capacity as an agent for the Occupant and not as an individual Customer.

WELCOME KIT

Welcome to Box-n-Go! In our effort to provide the best possible service to our customers, we have assembled a set of helpful articles and forms that can simplify your moving and storage process. Please read this entire package.



BOX-N-GO, LLC NON-NEGOTIABLE STORAGE AND MOVING SERVICES AGREEMENT TERMS AND CONDITIONS

By reserving and using the Box-n-Go (hereafter referred to as "Company") storage and moving services Customer (hereafter referred to as "Occupant") accepts these Terms and Conditions, Addendums hereto, Rules and Regulations posted at the facility, State and Local governing laws (which are incorporated herein by reference) and miscellaneous confirmation e-mails forwarded to Customer from time to time as the Terms of the Agreement between the Occupant and the Company.

PLEASE READ THIS AGREEMENT CAREFULLY. YOUR RIGHTS ARE LIMITED. ENSURE YOU UNDERSTAND EACH PROVISION. BY EXECUTING THIS AGREEMENT, THE OCCUPANT ACKNOWLEDGES THEIR UNDERSTANDING THAT AS A MINIMUM:

- Occupant's stored property is subject to a claim of lien in favor of the Company for unpaid rent and other charges and may be sold by the Company to satisfy such lien. This lien and its enforcement is authorized by California self-storage facility Act, chapter 10, division 8 of the business and professions code of the State of California (commencing with section 21700);
- In cases when storage space(s) remain on or near occupant's address, Occupant understands that nonpayment of rent may result in mechanic's lien placed on occupant's real property located at the same address as authorized by California Civil Code section 8102, section 8202, section 9303, 3097 & 3098. Box-n-Go also may, at their option, remove the container with occupant's belonging. Any costs associated with such removal will be borne by the occupant;
- There are several hazards associated with placing and retrieving Company's storage units as detailed herein below;
- Proper packing, loading and unloading of the unit(s) is the Occupant's Responsibility. Occupant is fully responsible for not exceeding the load limits as listed at www.boxngo.com/load for respective size storage space rented;
- Occupant is liable for any damage their stored contents may inflict on their own property as well as the property of others;
- By executing this agreement Occupant acknowledges that no Prohibited Goods as defined herein will be stored;
- Occupant expressly agrees to indemnify, defend and hold the Company harmless from any and all claims, losses, damages, liabilities and expenses;
- By executing this Agreement Occupant acknowledges their understanding that all parties to this Agreement are required to arbitrate their disputes and the manner in which the Occupant can seek relief from the Company is limited.

1. GENERAL.

This agreement is made between Occupant (whether an individual or a business) and/or Occupant's Agent (hereafter collectively referred to as "Occupant") and the Company, subject to (a) the Terms and Conditions set forth below and (b) the Terms published electronically at www.boxngo.com/my-account (as such terms may be amended from time to time) and incorporated by reference herein. Occupant understands and agrees that the electronically published Terms may or may not be physically attached to this Agreement or any documentation or communication created or exchanged among the Parties; and that any failure to attach such Terms, in whole or in part, shall have no effect on their validity and applicability. Except as expressly provided to the contrary, the term "Agreement" refers to Company's Non-Negotiable Storage and Moving Services Agreement and to Company Non-Negotiable Storage and Moving Services Agreement Terms and Conditions. Occupant is required to read the entire Agreement carefully as it contains provisions that limit Occupant's rights and governs Occupant's obligations in connection to the services provided by the Company.

2. DEFINITIONS.

As used in this Agreement the following terms are given special meanings:

2.1 "Box-n-Go" or "Company". As used in this Agreement includes Company, LLC and, to the extent of any limitations on liability of Box-n-Go LLC, includes its officers, directors, employees, principals, and any other affiliates or agent(s) of the company acting in the representative capacity and/or within the scope of their employment.

2.2 "Occupant". A person authorized as Occupant and/or Occupant's Agent listed elsewhere in this Agreement. An Occupant may be any person or legal entity, whether an individual, firm, corporation, partnership, or trust.

2.3 "Goods". The personal property which the Company has agreed to store pursuant to this Agreement, including goods, merchandise, documents, household items, office and business items, appliances, as well as other movable property not permanently affixed to land or any structure.

2.4 "Space, "Storage Space", "Crate", "Pod", "Unit", "Storage Unit", "Storage Container" or "Container" (hereafter referred to as "unit") is a measure of an individual storage space provided to Occupant to store their Goods. Such unit is a durable, lockable, built out of the appropriate grade materials, specifically designed, engineered and constructed for repetitive use. Please to www.boxngo.com for all typical interior and exterior unit dimensions and weight limitations. Occupant acknowledges and agrees the measurements listed do not refer to usable unit, are an approximation only, provided for comparison and illustration purposes. All measurements are estimated per Building Office Management Association standards.

2.5 "Equipment". "Equipment" as used in this Agreement is referred to any machinery and accessories utilized in delivery and provision of storage and moving services utilizing the unit(s) (as defined above), i.e. weather proof covers placed on such unit(s), lifting, rigging and transportation equipment and devices utilized in moving, transporting, loading, unloading and other handling of the above unit(s) as well as hand trucks and appliance dollies provided to the Occupant to aid in loading/unloading process.

2.6 "Storage and Moving Services". Any services that the Company provides relative to handling and secure placement or transportation of the storage unit(s) as defined above, subject to payment of all fees as may be applicable.

2.7 "Delivery Services". Any transportation services provided by the Company or other licensed motor carrier contracted by the Company including the delivery of empty unit(s) to Occupant, pick up of empty or full unit(s) and redelivery of full unit(s) to same or different address.

2.8 "Redelivery". Return of Goods into Occupant's custody, whether such custody is assumed after or before the transportation of the Occupant's unit(s) from the premises of the Company.

Without limitation on the foregoing, each instance of Occupant's opening of their unit(s) is deemed to be an instance of redelivery, including facility access and move out at the facility.

2.9 "Prohibited Goods". Goods, which are not allowed to be packed inside the Company unit(s) as described and defined in this Agreement.

2.10 "3rd Party Service Provider". A company providing misc. supporting services, as defined in this Agreement.

3. PAYMENT TERMS AND CHARGES.

3.1 Payment Terms and Accepted Forms of Payment. By using the services as provided by the Company or products purchased from the Company, Occupant agrees to the pricing and payment terms and to pay the Company for all the storage, transportation and moving services rendered. All payments due shall be in full without proration or deduction of any kind. The Company accepts payments made with Visa, Master Card, Discover Card, check, or cash. Occupant agrees that the Company is not responsible for cash payments mailed or sent by overnight carrier service, that are not received by the Company. The receipt of a check shall not be considered payment made to the Company, if the check is dishonored or not paid for any reason. Partial payments shall have NO effect on the Company's right to foreclose its lien on the stored goods. Occupant agrees that the Company may require rent, fees and other charges be paid in certified funds only. Occupant agrees that payments for various services will be remitted as follows:

- (a) All initial charges for storage and moving services including deposits, transportation fees, first month rental, packing materials and other charges are due in full upon reservation placement or upon delivery, at Company's discretion. Payments for these charges shall be remitted to the Company per Company's instructions.
- (b) Recurring monthly storage rent, and other charges are due each month on or before the day of delivery ("Monthly Anniversary Date") for each calendar month. All such charges will be billed automatically to the Occupant's credit card on file with the Company. No monthly invoices, bills or statements will be provided, unless specifically requested and agreed to by Occupant. Occupant agrees to pay all charges associated with the storage usage and rental on or within ten days (10) after monthly anniversary date, without offset or deductions of any kind. Occupant agrees that any accounts not set up for the automatic debiting from Occupant's credit card will be subject to the additional Invoice Generation, Mailing and Processing Fee as described below.
- (c) Payment of all the amounts due upon Access or Redelivery shall be made in certified funds only (credit cards or cash) and may be requested at least twenty-four (24) hours prior to the scheduled Access or Redelivery. NO PERSONAL CHECKS WILL BE ACCEPTED. If the Occupant has failed to pay the charges for the services or any additional fees prior to the date of scheduled shipping, access or delivery, the Company reserves the right to hold the Occupant's possessions until payment has been received in full. The Occupant acknowledges that the Occupant's failure to pay the Occupant's account in full prior to the delivery date could result in a change in the delivery date (subject to availability) and the assessment of additional fees.
- (d) Payments for all long-distance moving and shipping charges shall be made in certified funds only (credit cards or cash). Payments will be collected for the entire balance due once the empty Occupant's unit(s) are delivered to Occupant for packing.
- (e) Any past due payments will be applied to the oldest delinquency first, including the late fees and other charges which have become due.

3.2 Automatic Billing. For storage unit(s) stored at the facility Occupant has an option to select a FREE automatic billing of monthly rent and other charges (using credit card on-file) or electronically submitted invoicing. An invoice and payment processing fee will be charged for every invoice sent. When account is set for automatic billing becomes (and remains) delinquent for 12 consecutive days or longer, or automatic payment due is declined (regardless of such account is delinquent or not), account will be switched to invoicing option and the corresponding fee will be added. On-Site storage (unit(s) placed on or near occupant's address) Occupant is scheduled for automatic billing only. Should any On-Site storage unit(s) accounts become delinquent for 12 consecutive days, such units may be scheduled for pick up by the company as described in this agreement below.

3.3 Minimum Charges. Each unit used (whether for storage or moving) is subject to minimum rent charges regardless of the actual unit usage duration. Any such minimum rent charges are in addition to transportation, other fees and charges that may be due and are as follows:

- (a) Should Occupant who is currently on a month-to-month pricing plan terminate their Agreement with the Company for any reason prior to the to the Monthly Anniversary Date, the rent charges paid will not be subject to proration and refund of the unused portion of the month.
- (b) Should Occupant terminate their Local Moving Agreement with Company for any reason prior to the to the Monthly Anniversary Date, the **Minimum Usage/Rental** charge for each unit will not be subject to any proration or refund.
- (c) Should Occupant terminate their Agreement with Company for any reason prior to the end of the term commitment, the **Minimum Rental Charge** for each unit rented is all the rent already paid plus either the total value of all the discounts received by Occupant during the subject term, or the total value of all of the term plan rent that would be due between the move out date and the term expiration date, whichever is less.
- (d) Special negotiated or promotional discounts that may have been provided to Occupant as a part of this Agreement are subject to such promotional discounts additional Terms and Conditions and may be terminated at Company's option should Occupant's account be fourteen (14) or more calendar days past due. Should such term or promotional discounts be terminated as per above, the new rental charges will be charged at the then-current month-to-month rates.

3.4 Invalid Credit Card Information. Occupant acknowledges that the Occupant remains indebted to the Company for any balance owed on the Occupant's account as a result of invalid credit or debit card information, Company's inability to receive credit or debit card charge authorizations, or for any other reason that prevents Company from being paid for the services and any additional fees.

3.5 Charge-Backs and Reversals. The Company handles all charge-backs and reversals as potential cases of fraudulent use of products or services offered and/or theft. In cases where the Company has provided a product or service and it's been verified that Occupant has received a



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product or service and/or refused or returned product(s), whether or not they have used the product or service in any way, possible actions taken by the Company may include filing a mail fraud complaint with the Internet Crime Complaint Center (IC3) and/or reporting the incident to the appropriate authorities.

Any online transactions claimed fraudulent and a resulting chargeback requests will be defended against using IP address information captured during the ordering or account accessing. This digital proof of whom and where the order was placed will be submitted to the proper authorities. This information may be used in a civil and criminal case, if there is fraudulent use of services or theft of product(s).

3.6 Cancellation/Re-Scheduling Policy. Occupant acknowledges their understanding that any scheduled pick-ups, deliveries, facility accesses and move outs can be cancelled or re-scheduled at no cost up until 2 pm one (1) business day prior to the day of scheduled event or a cancellation fee may be charged. All cancellations shall be handled in person by calling the Company and requesting such cancellation or rescheduling in person (e-mail and/or voicemail notifications are not accepted). Re-scheduling of the event will be subject to availability. All pick-ups/deliveries cancelled on a shorter notice are subject to a cancellation fee as defined herein in addition to the applicable delivery fee, if the subject pick up/delivery has already occurred or the delivery vehicle is already in route.

3.7 Changes in Rental Rates and Other Charges. All published rates, charges and fees are subject to change at any time, whether during or after the initial term. Nominal rental rate increases (not exceeding Consumer Price Index) shall be effective immediately and can be set in effect no more frequently than once every 6 months. Occupants receiving term commitment discounts will not be affected by such change until the expiration of their original term commitment. All other changes in the monthly rental rates will become effective upon a 30-day advance written notice given by the Company to the last known address of the Occupant. Any such changes in the monthly storage charges and other charges and fees shall not otherwise affect the Terms of this Agreement and all the Terms and Conditions of this Agreement shall remain in full force and effect.

3.8 Rates, Charges and Fees. All of the following rates, charges and fees are the current Company's charges as set forth in this agreement. These rates are per unit or per occurrence, except where noted, and will be assessed as appropriate. Occupant agrees to pay such charges, if and when assessed:

REGISTRATION/ADMIN FEE	\$20.00
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An administrative/registration fee is assessed for each new customer registration and new account creation. This fee is not refundable.

STANDARD DELIVERY/TRANSPORTATION	AT CURRENT PUBLISHED RATE
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A standard delivery transportation charge is assessed for each delivery and/or pick up (or delivery/pick up attempt) of up to four (4) 8' x 5' empty or full units or (1) of the larger size unit(s) (8' x 8', 12' x 8', 16' x 8' or 20' x 8') to a location generally within the 35-mile radius from downtown Los Angeles. This charge includes no contact delivery and unit placement per Occupant's instructions between 8 am and 9 pm on the day as scheduled by the Occupant. This charge varies depending on the delivery zip code. The current standard delivery rates for any service zip code are published at www.boxngo.com. Special negotiated or promotional discounts may be applied to the initial delivery charge, subject to such promotional pricing Terms and Conditions. Scheduled delivery appointments (4-hour time slots) are extra, based on published rates. At the conclusion of the storage term, a re-delivery/pick up transportation charge shall apply for the re-delivery/pickup of the storage units. This charge will be assessed at then current published rates.

SAME DAY SERVICE	\$100.00
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The above fee will be assessed in addition to the delivery fee as outlined above for any same day services requested. This fee will be assessed at Company option.

EXPEDITED DELIVERY CHARGE	AT CURRENT PUBLISHED RATE
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The above charge will be assessed in addition to the standard delivery fee as outlined above for any rush delivery services or re-delivery/pickup transportation services requested with less than fifteen (15) days advance notice. This fee will be assessed at Company's option should the Company agree to re-deliver Occupant's unit(s) without the above notice.

OVER THE WEIGHT LIMIT CHARGE, PER UNIT PER MONTH	\$100.00
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The above charge will be assessed for every unit, every month when the weight of the contents of the unit exceed the allotted limitation as listed above. Occupant will be promptly notified of the violation once it is discovered and will be afforded reasonable time to correct the problem.

CALIFORNIA CLEAN AIR RECOVERY FEE	\$8.00
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The above fee is assessed in addition to every transportation fee as outlined above. This fee is to cover the costs associated with California Clear Air regulations.

FUEL SURCHARGE	\$15.00
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The above fee is assessed in addition to every transportation fee as outlined above. This fee is help cover the costs fuel when current fuel pricing is above \$2.50 per gallon.

STAND BY TIME	\$65.00/30 MIN
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The above fee will be assessed if Occupant requests or otherwise causes Company personnel to wait longer than 30 minutes from the initial arrival time at Occupant's delivery address.

APPOINTMENT CANCELMATION/RE-SCHEDULING FEE	\$50.00
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The above fee will be assessed if Occupant/Agent cancels or re-schedules the delivery, pick up or access appointment after 2 pm one business day prior to the day of the scheduled appointment. Any scheduled delivery/pick-ups where unit(s) are not ready for pick up, including the unit(s) access to which is blocked, or for any other inability to submit any unit(s) for pick-up/delivery, will be considered as cancelled delivery/pick-ups.

STORAGE RENTAL/UNIT/MONTH	AT CURRENT PUBLISHED RATE
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The actual rental charges are subject to minimum rental charges as detailed above. Special negotiated, promotional or term discounts may be applied subject to such promotional pricing

additional Terms and Conditions. The actual rent charges will revert to then current month-to-month rental fees after the negotiated, promotional or term discounts expire.

CONTENTS PROTECTION FEE/UNIT/MONTH	AT CURRENT PUBLISHED RATE
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Occupant is obligated to insure or self-insure their property while it is in storage inside the Company's storage facility. Occupant has an option to purchase Protection Policy from Company, subject to liability limitations listed elsewhere in this Agreement. The actual monthly protection plan fees are based on the current published rate for specific coverage limits as chosen by the Occupant.

PROPERTY DAMAGE WAIVER/UNIT/MONTH	AT CURRENT PUBLISHED RATE
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The monthly Company property damage waiver plan fees are based on the current published rate for specific damage waiver limits as chosen by the Occupant. The subject damage waiver covers damages to Company's equipment while it is placed on the Occupant's property.

INVOICE GENERATION, MAILING AND PROCESSING FEE	\$10.00
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Should Occupant desire paper invoices/statements to be generated and mailed to the mailing address on record, the above fee will be assessed for each paper invoice/statement generated and mailed. Same fee may be assessed to accounts that are set up for automatic payments, however such payments have been declined by Occupant's credit card and manual payment processing is required.

COMPANY PROPERTY DETENTION FEE, PER UNIT PER DAY	\$10.00
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If Occupant chooses to have an extra unit delivered and picked up at the same time as assigned unit(s), such unit will be delivered and provided to Occupant at no additional cost for up to five consecutive (5) days. Upon the expiration of this period Occupant's account will be assessed the above fee for each day the unit remains in Occupant's custody and until pick up of all the units by the Company. Should the Occupant detain the unit(s) at their location and/or in their custody for longer than twenty-one (21) consecutive calendar days starting with the day of delivery of such units, the above fee will be charged for each day the unit remains in Occupant's custody until pick up of all the units by the Company.

LATE FEE	\$15.00 to \$45.00
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All charges are due in full each month, on the term anniversary date. A late fee will be assessed, per unit if any balance owed is not paid by the due date set forth herein and will be applied to accounts with 14 consecutive days of any past due balance. Late fees are due and owing irrespective of whether the Company sends any invoices to the Occupant.

FACILITY ACCESS FEE, PER UNIT	AT CURRENT PUBLISHED RATE
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Facility access is FREE, subject to Terms & Limitations listed elsewhere in this Agreement. Appointment is required.

UNIT CLEANING/SANITATION CHARGE	\$30.00/UNIT, \$100/ALL UNITS
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The above fee will be assessed for each unit vacated by Occupant at the Company warehouse access area.

WEIGHT CERTIFICATE, PER UNIT	\$100.00
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The above fee will be assessed for each weight certificate in the event Occupant requests for the Company to obtain a shipment weight from a certified scale.

PADLOCK CUTTING AND DISPOSAL FEE, PER PADLOCK	\$20.00
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The above fee will be charged for each padlock removed by the Company from the Occupant's unit(s). In cases where the Occupant has requested the service, Occupant or their authorized agent must be present and a valid, current government issued photo ID must be presented to the Company personnel. Company retains the right to refuse any padlock removal request.

CLEAN UP/DISPOSAL FEE, PER UNIT/OCCURENCE	\$250.00
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The above fee will be assessed for each unit(s) containing any article(s) or refuse upon rental termination. The same fee will be assessed if access area at the Company's storage facility requires clean up due to Occupant's disposing any belongings or trash items at or near Company's premises.

WASTE DUMPSTER USAGE	AT CURRENT PUBLISHED RATE
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The above fee will be assessed for each occurrence when any articles or refuse are deposited into the Company waste dumpster. Fee is charged per rates published by each facility.

NON-SUFFICIENT FUNDS CHARGE	\$75.00
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The above fee will be assessed for each dishonored, bad or rejected check or credit/debit card transaction or draft from Occupant to the Company.

LIEN ADMINISTRATION FEE	\$100.00
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Applied after 30 consecutive calendar days of any past due balance, whether or not foreclosure auction occurs.

FORECLOSURE AUCTION FEE	\$75.00
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Applied when the belongings are scheduled for foreclosure sale.

4. DELIVERY AND STORAGE SERVICES.

4.1 Standard Delivery. If Occupant selects the standard delivery service offered, the Company will deliver and place unit(s) at an address designated by Occupant in this Agreement, provided, however, that this delivery address falls within the Company service area. The specific placement instructions at the location must be provided ahead of time. The delivery will take place on dates reserved by Occupant and confirmed in writing by the Company. **Occupant presence is NOT required** during this type of delivery. Specific 4-hour delivery appointment time slots are available subject to additional costs. Occupant expressly acknowledges that the placement of their unit(s) may differ from instructions provided and will be based on the actual unit availability and other conditions at the time of delivery such as parking restrictions, anti-



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gridlock restrictions, etc. Should the Occupant need further assistance with the unit(s) after placement, including the relocation, padlock cutting or door opening assistance, additional fees may apply.

4.2 Storage Unit Placement on Private Property. Occupant expressly acknowledges their understanding that storage unit(s) placed on private property require specific permission from the property owner/management. Should the Occupant not obtain such permission and request the Company to place the unit(s) at such locations, the property owner/management may request Company to pick up/re-position the same. Any additional pick up/re-positioning will be charged to Occupant's account at then current delivery fee schedule.

4.3 Pick Up for Warehouse Storage. Company will pick up the units it delivered previously (see paragraph 4.1) on the dates reserved by Occupant. Please note that a minimum of 15 day advance notice is required for scheduling unless a pick-up reservation was made in advance of delivery of unit(s) and confirmed in writing by Company. The pick-ups occur on the days when the delivery/pick up service is available and between the hours of 8 am and 9 pm. Premium 4-hour pick up appointments are available. Occupant presence is not required unless access to the unit(s) is obstructed. All full units scheduled for pick up must be padlocked with Occupant's padlock. Should a full unit not be padlocked, Occupant will be notified, and unit will not be picked up. A re-scheduling fee and pick up cancellation fees will be charged. Alternatively, at Company option, a padlock will be placed on the unit and costs of such padlock will be added to Occupant's account.

4.4 Pick Up for On-Site Storage. If on-site storage service was selected by the Occupant, Company will pick up the units it delivered previously (see paragraph 4.1 and 4.2) on the dates reserved by Occupant. Please note that a minimum of 15 days advance notice is required for scheduling. The pick-ups occur on the days when the delivery/pick up service is available and between the hours of 8 am and 9 pm. Premium 4-hour pick up appointments are available. Occupant presence is not required unless access to the unit(s) is obstructed. All units scheduled for pick up must be empty and clean. Violations are subject to Clean Up Fee.

4.5 Unit Placement. Please take notice that some municipalities regulate the placement of storage units in the public right of way. In such instances, permits must be acquired by Occupant from the Department of Public Works or another appropriate agency to place units in the public right of way. The Company will NOT arrange for those permits and will not be responsible for any damages, losses, fines, parking violations or towing and other fees associated with the Occupant's failure to obtain them. It is Occupant's responsibility to find out whether such permits are required in their municipality and obtain said permits at their cost, and in advance. Additionally, when units are placed on Occupant's property Company will normally place the unit on a driveway or other paved surface immediately accessible from a street fronting Occupant's property. Such placement area shall have adequate width, depth and height clearance. Occupant agrees not to hold Company liable for any damage caused to driveway or other surfaces as a result unit placement and the weight of the unit or Equipment. In the event Occupant requests Company to drive on Occupant's lawn or other non-paved area in order to place the Unit in the area designated by Occupant or to place the unit in an area lacking adequate clearance, Occupant assumes full risk for all damages and relieves Company from any responsibility for such damage.

4.7 Access to Occupant's Goods at Company Storage Center. Occupant is entitled to access their Goods stored at Company storage facility only during the published designated access hours, which are subject to change by Company. Any access at the facility is subject to the facility rules and regulations. Company reserves the right to restrict or deny Occupant's access, unless otherwise prohibited by the provisions of applicable law, upon failure to pay rent and other charges in full. Further, if Occupant is renting more than one unit at any given time, default on one rented unit shall constitute default on all rented units, entitling Company to deny access to all rented units.

Access charges at then current rates apply. Occupant agrees to give Company at least one (1) normal business day advance notice that the Occupant desires access at Company storage facility to Occupant's goods. Reservations for the next business day access must be placed by 12-noon. Only the Occupant or persons authorized by them are permitted access. Please note that the Occupant access to their belongings may be conditioned in any manner necessary by Company to maintain order. Disposal or dumping of any belongings or trash items at or near Company premises is strictly prohibited. A current published clean up fee will be applied to Occupant's account for non-compliance.

Occupants access at Company Storage facility is conditioned upon the following:

- Pursuant to California Civil Code Section 1938, Occupant is hereby notified that, as of the date hereof, Company premises and storage unit(s) have not undergone an inspection by a "Certified Access Specialist" and Company makes no representations as to the compliance of the premises and unit(s) with the accessibility standards.
- Occupant agrees that any content breakage, theft and burglary clauses included with belongings valuations, warranties or similar protection policies provided or purchased by Occupant (including cases when the unit(s) were packed by a third-party service) are void following Occupant's access.
- Occupant agrees to inspect their units being accessed immediately upon their receipt, including confirmation that they are locked with Occupant's padlock. Any evidence of any physical damage beyond normal wear and tear must be reported to Company immediately.
- There is no waste disposal at the facility. Any disposal will be charged to Occupant's account at the rates published and available for viewing at the facility.

4.8 Move Out and Redelivery. Upon move out Occupant has the option to:

- pick up their Goods at the Company storage facility. Occupant agrees to give Company at least one (1) normal business day advance notice that the Occupant desires to schedule a move-out at Company storage facility. Reservations for the next business day access must be placed by 12-noon. Unit cleaning/sanitation charges at then current rates may apply. Only Occupant or persons authorized by them are permitted access. Disposal or dumping of any belongings or trash items at or near Company premises is strictly prohibited. A current published clean up fee will be applied to Occupant's account for non-compliance.
- request transportation of the unit(s) to a designated location(s) or pick up of an empty storage unit from a designated location **with at least fifteen (15) days' notice**, subject to Company Service Area limitations and the Transportation Charge(s) at the Company then current published rates for the requested delivery/pick up location(s). Company reserves the right to change the Service Area without notification. Unit(s) redelivery/pick up scheduling is subject to availability. Additional rush delivery charges may apply for any transportation services ordered with less than fifteen (15) days advance notice.
- The unit(s) will be redelivered to Occupant only upon receipt of instructions from Occupant and only upon receipt of payment for any and all amounts then due and owing

under this Agreement, as well as the delivery charges. Redelivery (or access) may be denied if there is any amount due on Occupant's account. Occupant's account must be "current" (paid in full) before any transportation or access to such unit(s) occurs, subject to Company delivery schedules.

- Company will not be liable for any reason and Occupant assumes all risks, including but not limited to, the risk of loss, theft or damage to their stored goods or other property if:
 - Occupant authorizes another person to access or demand redelivery of the unit(s);
 - Road, access, weather, act of God or any other cause beyond Company reasonable control hinder or prohibit Company from timely redelivering the unit(s) despite Company's reasonable efforts to do so.

5. LONG DISTANCE MOVING OF OCCUPANT'S UNITS.

5.1 Moving Quote Validity. All long-distance moving service packages offered are based on the individual price quote(s) provided to Occupant prior to the initial unit delivery. Any and all such price quotes:

- expire seven (7) calendar days after the date of the quote and
- are based solely on the destination delivery addresses provided by Occupant.

Unless otherwise specified in writing, the price quoted is based on the shipment to the destination regional terminal within fifteen (15) calendar days from the Agreement Date. Should the shipment be delayed for whatever reason, additional storage and shipping charges may apply. Any changes in the delivery address or terms may result in the additional delivery fees.

5.2 Delays by Occupant. All quotes for the long-distance moving services, unless specified otherwise in writing, include up to five (5) days allotment for unit packing. Should Occupant require additional time for packing or unit storage at Company storage facility at the origin regional terminal prior to shipping to the destination regional terminal, such storage will be charged to Occupant's account at then current prevailing Company month-to-month storage rate, prorated per day based on the actual number of days of additional storage requested. All unit(s) stored at the Company facility are subject to the standard storage policies outlined elsewhere in this Agreement.

All quotes include up to three (3) calendar days' allotment for storage at the destination regional terminal after the arrival notification is issued to Occupant. To avoid additional charges, Occupant is required to schedule prompt delivery of Occupant's unit(s) to the destination address. Delivery scheduling is subject to the destination service provider policies, procedures, and scheduling availability. Should Occupant require additional storage prior to scheduling the delivery to the destination address from the destination regional terminal, such storage will be charged to Occupant directly by the destination service provider and is subject to their prevailing published rates and policies.

5.3 Transit Time. Any transit time estimates are provided to Occupant as a general guideline only. Estimates generally do not account for the day of unit pick up, weekends, or holidays. For Occupants with multiple units delivered to the origin address the transit time is computed from the business day following the pick-up of the last unit. Occupant understands that Company does not offer real time shipment tracking capabilities and can only offer the estimate of when the unit(s) will be delivered to the terminal at the destination location. The delivery of unit(s) to Occupant's destination address must be scheduled with a service provider at the destination (all required contact information will be supplied by Company upon shipment) and is subject to such a provider policies and procedures as well as availability.

5.4 Limited Cargo Liability. Company is not a Household Goods Motor Carrier within the meaning of Section 375.103 of the Code of Federal Regulations (72 FR 36771). As such, it is exempt from regulations on interstate transportation of household goods. The Independent Service Providers enlisted by Company for the purpose of shipping Occupant's unit(s) between terminals, classify such shipments as **NMFC code 100240-1, Class 150** freight which carries limited liability coverage of up to \$0.10 per pound per article. Since Occupant is responsible for loading and off-loading of Occupant's goods, such liability coverage only applies to the extent of the carrier's negligence subject to provisions of 49 U.S.C 14706.

6. OCCUPANT'S RESPONSIBILITIES AND RISKS.

6.1 Occupant's Representations. Occupant represents and warrants that:

- The property to be stored inside the unit(s) consists generally of household goods and/or business goods; and
- Occupant is the lawful owner or has the right to possess and is lawfully authorized to store all goods in each unit, or
- Occupant is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into this Agreement.
- Goods are not subject to any lien or security interest or other encumbrances of others and may become subject to Company lien.
- Occupant represents and warrants those goods stored or to be stored in each unit **do not include Prohibited Goods** as specified elsewhere in this agreement. Specifically, liquids of any kind are prohibited from storage inside Company's units.

Occupant further agrees to notify all parties acquiring an interest in the goods of the Terms and Conditions of this Agreement and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the Terms and Conditions of this Agreement.

6.2 Occupant's Obligations. Occupant assumes all risks and liabilities arising from the use and operation of Company Equipment included with the package of services rendered and understands that use and operation of such Equipment can cause injury or death to Occupant or others. Occupant at its sole and exclusive risk and expense is responsible for:

- ensuring the availability of ample unit and clearance for the unit placement. If applicable, providing Company personnel with a written permission to enter the Occupant's property and operate Company Equipment on Occupant's property (subject to minimum clearance and load bearing requirements);
- replacing any and all paving and other surface improvements, landscaping and vegetation that may be damaged by the Company truck or forklift whether or not on Occupant's property.



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(c) inspecting the units delivered to Occupant by Company. Occupant further agrees that by placing their belongings inside the Company units, they signify those subject units are satisfactory for the use as intended by the Occupant.

(d) packing of all goods for transit including loading and unloading each unit with Goods not exceeding a maximum weight limit as listed at www.boxngo.com/load, evenly distributed throughout the unit; cushioning of Goods in each unit or otherwise protecting them using Occupant's supplied protective padding materials against loss or damage due to overloading, shifting or movement of the goods during normal transportation or shipment of the Goods to, from, or within the Storage Facility (including damage from dropping the unit up to three (3) feet or bumping the unit at the speed of up to five (5) mph, as described above) and protecting goods from snow or flood waters at any delivery and redelivery. (Occupant agrees to make Company aware of potential flood or other hazards where unit is placed); If Goods are packed into boxes, each box shall be packed properly, using proper and adequate packing and cushioning materials to avoid damage; It is recommended for Occupant to keep an itemized record of all goods packed as well as photograph or videotape of goods in "as packed" condition.

(e) securing each unit with Occupant's **own padlock** (1½" minimum size), sufficient to secure Occupant's property and having security equal to or better than a padlock offered for sale by Company. Occupant may not provide a key or any combination to the lock to Company, Company employees or agents. Every unit rented by the Occupant must be always secured with a padlock when unattended. Any unit without a padlock may be considered abandoned. Occupant must remove the padlock upon termination of this agreement.

(f) tendering the return of Company's storage spaces to Company from Occupant's possession in the same condition as when received from Company (both at the beginning and end of the storage period). Occupant assumes full responsibility for damage, loss or destruction of Company's storage spaces provided to the Occupant as a part of the package of services rendered. At no time does Occupant has the ownership rights in the Company storage spaces and no alterations of any kind are permitted.

(g) granting or securing for Company easement or license to enter the property to place and retrieve the unit(s);

(h) selecting the packing and moving companies or any other personnel required to assist Occupant in relation to this Agreement; and

(i) at Occupant's discretion, insure, or self-insure against all risks and obligations of Occupant hereunder, against any and all damage to other unit(s), cover(s), and goods within any and all unit(s) which damage has been directly or indirectly caused by goods stored in Occupant's unit(s).

(j) Request a 3rd Party service, connection, calibration or tuning of all musical instruments, computers, electronic components, such as printers and copiers, by qualified professionals after such items were removed from the Occupant storage unit(s), delivered to their new destination and placed in their location for at least 24 hours.

(k) Promptly notify Company of any Bankruptcy filings, in which Company is listed as a creditor or which otherwise affects to the stored goods. As evidence of such filing an official US Bankruptcy Court Notice of Bankruptcy Case listing the Occupant as a debtor, case number and filing date shall be sent in writing to bkfile@boxngo.com or faxed to (323) 278-9364 within 24 hours after filing with the court.

(l) Occupant understands and consents that until the Company will have been notified to the contrary, all the account notices, offers, confirmation and other information will be sent to the Occupant's main and/or alternate address, e-mail address or telephone number(s) via mail, e-mail, voice or text, and may be delivered through an automated dialing system and be pre-recorded.

6.3 Change of Address Notification. In the event Occupant shall change their place of residence or Billing or Mailing addresses from the addresses noted on the Agreement on the day of original signing or anytime thereafter, Occupant shall give Company a written notice of such change within ten (10) days of the change. Such notice shall specify the new addresses and telephone numbers as may be applicable. Failure to provide such a notification in writing releases Company from any damages that may occur in the event that the unit(s) belonging to Occupant must be removed from their present location or while exercising the lien rights in the event of default by the Occupant, as herein. Company assumes no responsibility and will make no attempts to locate the Occupant if the up-to-date contact information is not available.

6.4 Term. The term of this Agreement shall commence upon the Agreement Date and shall continue thereafter until terminated as described herein below. The minimum rental period for any unit is either one calendar month, based on a month-to-month rental term, or a term period selected, based on the discounted or promotional pricing programs, subject to such promotional pricing programs additional Terms and Conditions.

6.5 Clean-up and refuse. Occupant agrees to clean all articles and refuse out of the unit(s) at the termination of the storage; and agrees to pay a Cleaning/ Disposal Fee if the unit(s) contain(s) any article(s) or refuse. Occupant agrees that any articles or property remaining in or around unit(s) after Occupant has received final redelivery of the unit(s) and upon previously scheduled pick-up of empty unit(s), or any articles remaining outside of a loaded and locked unit(s), or any articles remaining inside or outside of a unit(s) upon previously scheduled dock move-out, or any items remaining outside the Occupant's unit(s) and anywhere on the Company premises upon previously scheduled dock access, shall be deemed abandoned and that Company, in its sole discretion, may remove and dispose of such articles, and all costs of disposal shall be paid by Occupant.

6.6 Failure to Comply. Occupant acknowledges and agrees that if Occupant fails to comply with all Occupant's obligations as set forth in this Agreement, Company **will not** be held liable or responsible for any claims, demands, damages, losses, or liabilities arising for any reason or relating thereto (whether or not said liabilities arise as a result of Company's contributory negligence) if:

- (a) Occupant authorizes another person to access the unit(s) provided by the Company;
- (b) Occupant packs or instructs a third party to pack any containers or devices (un-defrosted refrigerators, swamp coolers, etc.) containing liquids of any kind.
- (c) Road, access, weather, or other conditions hinder or prohibit Company from timely delivering or picking up the unit(s) despite Company's reasonable efforts,
- (d) Company is late in delivering unit(s), empty or full, and/or retrieving the units, empty or full,
- (e) Company removes the unit(s) from Occupant's property as a result of Occupant's failure to prepare such unit(s) for pick-up and/or Occupant's failure to make deposits and payments due to Company for the time when the unit(s) were in Occupant's possession or control.

6.7 Right of Repossession. *Please take note that,* in some cases, Company is faced with the necessity to remove its unit(s) from Occupant's property (for example, when Occupant orders a unit and keeps it on Occupant's property without making appropriate payments and/or other arrangements with Company). Occupant hereby expressly grants Company the right of access and entry to Occupant's property without prior notice for the express purpose of removal and repossession of such unit(s) and all Occupant property stored therein. Occupant acknowledges by this Agreement its prior consent to entry by Company and its agents to the Occupant's property for the purpose of said repossession without the need for court order. Occupant hereby waives all the claims for trespass and/or conversion arising from the repossession of the unit. Further, it is solely Occupant's duty to keep the unit(s) free of any articles of Occupant's property or debris at all times prior to such removal. Notwithstanding the above, Company will inform Occupant in advance of its intent to make such an entry.

6.8 Over-the-Weight Limit Units. Occupant acknowledges that transportation of any unit(s) is subject to state and federal over-the-road weight limits. If the goods loaded into any one of Occupant occupied unit(s) exceed the maximum allowable weight limit as listed at www.boxngo.com/load, additional fines, charges and fees may apply.

6.9 Right to refuse pick-up, drop-off or delivery the units. Company reserves the right to refuse the pick-up, drop-off or delivery service with respect to any unit and Occupant will incur additional charges if they cause any delays in service or require Company to return at a later date and/or time due to:

- (a) Total of all Occupant's goods packed inside any one unit exceed a maximum weight limit listed herein; or
- (b) unit contains heavy items that could easily shift during the pick-up and transit, i.e. items on rollers, unsecured heavy items, etc.; or
- (c) unit contains Prohibited Goods and/or liquids; or
- (d) unit has been moved since delivery, or had objects/obstacles placed around it in such a manner as to prevent the safe pick up and movement of the unit; or
- (e) unit is not locked with an adequate, functioning padlock as deemed sufficient by the Occupant; or
- (f) in cases of the empty unit pick up, unit still contains Occupant's Goods, debris or locked with Occupant's padlock; or
- (g) Occupant or their authorized agent is not present, unable or unwilling to accept the delivery of the unit(s) when they are delivered on a previously agreed upon date and time; or
- (h) Delivery location does not provide ample unit or clearance for the placement of the units; or
- (i) Delivery or pick up location, in Company sole discretion, is believed to endanger any Company employees, agents, contractors or other individuals; or
- (j) Occupant requests or otherwise causes Company delivery personnel to wait longer than 30 minutes from the initial arrival time at Occupant's delivery address.

6.10 Property left inside a storage unit. Company may dispose of any property left in the storage unit by Occupant or their authorized agent after the Occupant has terminated their agreement. Occupant shall be responsible for paying all the costs incurred by Company in disposing of such abandoned property in addition to the Clean Out fee as published herein.

6.11 Transfer of the risk of loss. Occupant agrees that any Company liability under this Agreement begins at pick-up of loaded unit(s) and ends at drop off of loaded unit(s). However, in case of any dispute as to the point in time when the risk of loss has been transferred to Company, Company shall in any case be liable only to the extent of Limited Warranty and up to the maximum amount set forth in this Agreement.

6.12 Lien. Occupant hereby grants Company the following and does hereby acknowledge that Company shall have at any time during or after the Term of this Agreement, and during all times past the term while any unit is in possession of Company, the following:

- (a) a lien, consistent with provisions of California Business & Professions Code § 21702, on all Goods in each unit covered by this Agreement (and the proceeds thereof) for all Company's charges for storage, transportation, administration or account opening or closure, labor, insurance expenses, whether or not increased for any reason, and other charges payable presently or in the future by Occupant and for expenses necessary or reasonably incurred by Company in the preservation or in the sale of Occupant Goods and enforcing Occupant's liabilities and obligations under this Agreement (including, without limitation, interest accruing from the date of creation of indebtedness or breach of this Agreement, whichever is earlier, attorney fees, foreclosure fees, and other costs incurred in the process of enforcement), the entirety of its prejudgment and post judgment enforcement costs and fees including, the costs of collection, reasonable attorney fees, and costs of lawsuit (including the costs of copying, messaging, and other cost items not otherwise recoverable as "costs" under the California law but reasonably attributed to the enforcement of this Agreement) and for like charges and expenses in relation to other goods whenever deposited by or for the account of Occupant, whether or not any goods have been delivered by Company.
- (b) In cases when storage space(s) remain on or near occupant's address, Occupant understands that nonpayment of rent may result in mechanic's lien placed on customer's property located at that address as authorized by California Self-Service Storage section 8102, section 8202, section 9303, 3097 & 3098. Box-n-Go also may, at their option, remove the container with customer's belonging. Any costs associated with such removal will be borne by the Occupant;
- (c) In addition, in case of breach of this Agreement by Occupant, Company shall have the right to foreclose on its lien in accordance with requirements of California Self-Service Storage Facility Act by conducting a public auction (foreclosure) sale. The day of a foreclosure sale, as may be scheduled to enforce the above described lien, shall constitute the date of termination of this Agreement. The net proceeds of such sale will apply towards the balance due to Company. Such sale, however, shall not release Occupant from obligation for any amounts which remain uncollected. Company reserves a *security interest* in all of Occupant's Goods (and the proceeds thereof) for all charges, liabilities and expenses to the fullest extent permitted by law. The liability of Occupant for the rent, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. Company reserves a right to use a collection agency to secure any outstanding balance owed by the Occupant after the application of sale proceeds.



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- (d) Company Foreclosure Action fees shall be charged at the commencement of the foreclosure process and shall not be dependent on whether or not the goods are included in a foreclosure sale. Partial payment shall have no effect on Company right to foreclose its lien on the Goods. Company reserves all rights and remedies to pursue collection of any unpaid amounts, without waiving any rights arising hereunder.
- (e) Occupant is responsible for securing their storage unit(s) with a padlock sufficient to secure Occupant's property and having security equal to or better than a padlock offered for sale by Company. Company has no duty to secure Occupant's units with padlocks, however if the Occupant's units are lockable, the Company, at its exclusive option, may place its own padlock(s) on such units and destroy the keys to the same or mail them to the Occupants last known address at Company's option. Occupant will then be charged the current listed price for such padlock(s). Such action by the Company does not create a bailment or constitute care, custody or control.
- (f) Nothing in this Agreement shall limit the right of Company to either forego foreclosure and seek other remedies available under this Agreement, at law, or in equity, or to conduct a foreclosure and seek, in a separate action, a compensation of any balance due and owing by Occupant, after the application of proceeds of sale conducted pursuant to California Business & Professions Code § 21706.
- (g) If any property remains unsold after the foreclosure and sale Company may dispose of such property in any manner considered appropriate by Company.
- (h) Occupant agrees that Company does not have to replace or compensate Occupant for lock(s) on Occupant's unit(s) that were removed by Company in furtherance of the foreclosure process.
- (i) At any time prior to foreclosure sale, any person claiming a right to the Occupant's lien property may stop the sale by paying the Occupant's account balance in full (in CASH only). Upon release of such property to the payor, Company shall have no further liability to any person or entity for the lien property.

6.13 Storage and Relocation of Units. Occupant's Goods, once packed into a Company storage unit, will be stored at one of the Company facilities. Company reserves the right, in its sole and exclusive discretion, to move unit(s) containing Occupant's goods from one facility to another at no cost to Occupant, provided that a written notice of the new address is sent to Occupant's last known address within thirty (30) days of the move. However, if Occupant requests Company to move unit(s) between facilities, additional charge(s) may apply.

6.14 Right to Enter, Inspect and Repair Unit. Company, on behalf of any lawful governmental authority, retains the right to remove Occupant's padlock from the unit and open the unit without prior written notice in the event of a perceived imminent threat to public health, property or the environment, other emergency such as fire, flood, infestation, or government or court order to open the unit.

Additionally, Occupant understands and agrees, and does hereby grants to Company the right to open, review the contents of, or otherwise enter the Occupant's unit upon receipt of a written notice from Company requesting Occupant's presence and/or correction of the problem or Occupant's failure to appear for examination of the unit within 48 hours (in case of Prohibited Goods suspicion) or 3 days (in all other cases), based on:

- (a) Company has reason to believe that unit contains one or more Prohibited Goods, or unit emits an offensive odor, or leaks fluids;
- (b) Company is complying with all applicable local, state or federal laws, rules, ordinances or regulations governing hazardous or toxic substances, materials or wastes (including any investigation or any clean up, removal or restoration work);
- (c) Company requires to make repairs or alterations to the unit or any such other appropriate actions as may be necessary to preserve the unit;
- (d) Company is terminating this Agreement pursuant to Section 9 herein and desires to remove all personal property from it.

All expenses reasonably incurred by Company under this paragraph will be borne by Occupant. If Company opens unit and does not choose to terminate this Agreement due to any violation thereof, Company shall replace the padlock with one of the padlocks provided by the Occupant or, if Occupant does not cooperate, with one of its own padlocks, in which case Occupant shall be charged for the cost thereof. Company will not be liable for the loss of Occupant's lock should it be removed during the access to the unit as described above.

6.15 Right to Release Information. Occupant hereby authorizes Company, without further notice to Occupant, to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.

6.16 Indemnification and Hold Harmless. Occupant further agrees to indemnify, defend and hold harmless Company, its officers, directors, managers, employees, affiliates and agents from and against all claims, demands, damages, losses and liabilities, cost and expense (including attorney's fees and costs whether or not arising out of third party claims, including, without limitation, claims brought by any other Occupant of Company) which relate to personal injury, death, property damage or any other form of injury or damage (tort or otherwise) incurred or sustained by any person or entity, whether disclosed or not, as a result or arising out of or caused by use of Company Services or use and/or operation of Company storage equipment, including those arising from the active or passive acts, omissions or negligence of the Company or Company's employees or agents:

- (a) any breach of any covenant or warranty, or the inaccuracy of any representation, made by Occupant in this agreement or any addenda, document or exhibit attached to this agreement, or
- (b) any contents stored in the unit(s) whether or not such contents are Prohibited Goods, or
- (c) the Occupant's or any authorized party's use of the unit(s) from the time the unit(s) is/ are delivered to Occupant pursuant to Occupant's request, or
- (d) as provided in this Agreement, until Company accepts re-delivery of the unit(s) from any activity, work, permitted or suffered, to be done by Occupant in or on the unit(s) or about the Company Facility.
- (e) any personal injury occurring in connection with the delivery of Customer's storage unit(s)
- (f) any liability for any loss, theft, or damage to the personal property incurred after the redelivery of the occupant's unit(s).

Occupant agrees that if any other person claims an interest in the goods stored including, but not limited to, a rental or leasing company, Occupant will identify those persons as a party to this

Agreement. Occupant agrees to notify Company in writing within 10 days of any corrections or errors in this Agreement, after which the document is deemed correct or final.

Occupant agrees to hold harmless, defend, and indemnify Company for loss, theft of or damage to goods in each unit that occurs at any time the unit is either:

- (a) in Company possession or control, if redelivery of the unit is tendered to Occupant with Occupant's padlock locked, or
- (b) in possession of any party to this Agreement, if Company has opened the unit pursuant to paragraph 5.8 of this Agreement and has complied with terms thereof; or
- (c) in Occupant's possession or control, or at Occupant's address or requested location.

6.17 Referrals. Occupant acknowledges that Company may suggest or refer Occupant to an 3rd party company providing supporting services, such as packing, moving, transporting, etc. (hereafter "3rd Party Service Provider") Occupant further acknowledges that Company reserves the right to either issue or withhold such advice irrespective of whether it receives commission or other compensation from the service provider, and irrespective of whether such service provider is related to or affiliated with Company or any of its employees, managers, officers, directors, shareholders, principals, or agents. Occupant hereby acknowledges and agrees that, if given, no such reference shall mean that Company is vouching for 3rd Party Service Provider, guaranteeing quality of any of its services, or taking responsibility for any loss or damage arising there from. Occupant further agrees and acknowledges that, notwithstanding any referral described in this paragraph, it shall be Occupant's exclusive duty and responsibility to investigate any 3rd Party Service Provider's business; and that Company shall not be liable for any claim, damage, or loss resulting from Occupant's decision to act thereupon. Occupant also understands that Company does not control the procedures or policies of such Service Providers and that their policies and procedures may differ greatly from those employed by Company. Occupant further understands that Company does not collect the fees on behalf of the Independent Service Providers and all the money owed for the third-party services hired by Occupant shall be paid directly to the Independent Service Providers and are subject to their billing policies.

6.18 Authorized Agent. At the time of ordering services or at any point thereafter, Occupant is allowed to designate an Authorized Agent contact for their account. Occupant understands and agrees that the appointee designated as Occupant's duly appointed Authorized Agent shall have full power and authority to execute, on Occupant's behalf, all transactions for services rendered, act for Occupant in any and all matters in connection with or arising out of the any services provided by Company including, but not limited to signing for the opening and closing of Occupant's account. Occupant accepts full responsibility for the accuracy and propriety of each transaction and shall be liable for any and all charges due on the account, whether or not created or otherwise caused by the authorized agent(s).

Occupant further understands that the authority being granted will become effective immediately upon submission of Authorized Agent name information to the Company. It is also understood that the appointment of the Authorized Agent shall remain in effect, and may be conclusively relied upon, until such time when Company receives cancellation thereof, executed in writing either by Occupant or said agent(s).

7. PROHIBITED GOODS.

7.1 Definition. "Prohibited Goods" are defined as, but are not limited to, food, agricultural goods, animals, livestock, plants, living or dead organisms, perishable items, valuable documents, manuscripts, personal records, passports, tickets, income tax and medical records, accounts, bills, currency, deeds, evidence of debt, money (cash, money orders, travelers checks, food stamps), notes, securities, stamps, antiques, paintings, artwork, statuary, fine art, jewelry, jewels, gems, heirlooms and heirloom quality goods, items of sentimental, indeterminable, intangible or emotional value or other articles whose value are difficult to ascertain or that by their nature cannot be readily replaced with new articles, watches, precious or semi-precious metals (including gold and silver) or stones, collectibles, furs, garments trimmed with fur, or similar valuables, musical instruments, high value consumer and commercial electronic items, computer software or programs, media or computer data contained on hard disks or drives, fragile goods (i.e. glass, mirrors), controlled substances, drugs, alcoholic beverages, spirits, wine, beer, cigars, perfume, hazardous, toxic, radioactive, explosive, incendiary or highly flammable or combustible materials or items, firearms or ammunition, liquids, chemicals, fumigants, anything that can be damaged by freezing or hot temperature or unusually high or low humidity, all material classified as Class IV Commodities of High Hazard Commodities under the Uniform Fire Code, aerosol cans, propane tanks (full or empty), combustible metal products, glycol, linoleum products, oil based paints, pharmaceuticals, asphalt shingles, flammable solids, lacquers, lubricating or hydraulic fluid and all other substances and materials whose storage or use is regulated or prohibited by federal, state or local law, regulation, rule or ordinance, contraband or stolen goods, property not owned by Occupant or for which Occupants are not otherwise legally liable.

7.2 Liquids. Liquids of any kind are strictly prohibited from storage inside the Company's units. This includes stored items that may contain liquids or may convert components in other physical state into liquids while the item is in storage (for example refrigerators that were not defrosted prior to moving and storage, portable air conditioning units, swamp coolers, etc.). Occupant is responsible for any damage such stored liquids can inflict on their own belongings and that of other occupants.

7.3 Rights of Company. Company may require Occupant to immediately remove any Prohibited Goods stored in a unit or may immediately terminate this Agreement, at its sole discretion. Company also reserves the right to not take delivery or pick up of a unit that it believes contains prohibited goods.

8. LIMITED LIABILITY AND CONTENTS PROTECTION COVERAGE PLAN.

8.1 Disclaimer of Warranty. Company does not make, has not made, nor shall be deemed to make or have made and hereby disclaims any implied or expressed warranties (including the implied warranty of merchantability), written or oral, and disclaims guarantees or representations with respect to Company Equipment provided hereunder or any component thereof, including without limitation, any warranty to design, compliance with the specifications, quality of materials or workmanship, merchantability, fitness for any purpose, use, operation or safety as well as the nature, condition, safety or security of the unit(s) and the Storage Facility. There is no warranty that the unit(s) are fit for a particular purpose. Occupant hereby acknowledges that Occupant has inspected the unit(s) and hereby acknowledges and agrees that Company does not represent or



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guarantee the safety or security of the unit(s) or the Storage Facility or of any personal property stored therein. Occupant further acknowledges that the contents of their unit(s) are loaded by the Occupant or their agent(s) and their quality and condition is unknown to Company.

8.2 Bodily Injury. Company or any of Company's employees, officers, directors, shareholders, agents, or representatives shall not be held liable (whether in contract, warranty, tort or otherwise) to Occupant or Occupant's invitees, family, authorized agents, employees or servants for any personal injury or death resulting from the Occupant's use of storage unit, storage unit or self-storage facilities (whether or not such injury is caused by active or passive acts or omissions or negligence of Company or any of Company's employees, officers, directors, shareholders, agents, or representatives).

8.3 Monetary Limit on Liability. Notwithstanding Occupant's declaration of value of Goods, or any part thereof, whether such declaration is made at any time prior to, during, or following the placement of such Goods in a unit ("Declared Value"), Occupant agrees, unless specifically requested in writing, that Occupant has optioned not to obtain Contents Protection Coverage for the Declared Value of the Goods; and further represent, acknowledge, and agree that, subject to the Limited Warranty contained herein, Company **aggregate liability** for loss, theft of or damage to the Goods covered by this agreement in any manner (including due to Company's negligence, active or passive acts, omissions or conversion), loss of the Declared Value, or any other consequential damage arising by virtue of loss or deterioration of the Goods, their condition, appearance, merchantability, or usability is limited solely and exclusively to the warranties made herein ("Limited Warranty") and shall not exceed a maximum of \$250.00 for all Goods in each unit based on the actual cash value of goods at the time of loss. In cases where the Occupant is renting multiple units, such limitation on liability shall not be aggregated among the multiple unit(s).

Occupant, at their option, may elect to participate in the **optional Storage Contents Protection Coverage Plan** as offered by Company (as further described herein below). Under this optional Contents Protection Plan and up to the selected limitation of the Company's liability as defined in this Agreement, Company may be liable for damages for loss of or injury to the Goods in the unit(s), while they are in Company custody, caused by its failure to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances.

Unless Occupant has agreed to participate in the optional Storage Contents Protection Coverage Plan, Company and Company's agents, affiliates, authorized representatives and employees will not be responsible for, and the Occupant hereby releases each and all of them from any liability in excess of the foregoing limits (e.g. \$250.00) whether in contract, warranty, tort or otherwise), for any loss, liability, claim, expense, damage to property or injury to persons that could have been declared (including without limitation any loss arising from the active or passive acts, omission or negligence of Company or its agents, affiliates, authorized representatives and employees), any third party claim, or for any indirect, incidental, special or consequential damages arising from any breach of express or implied warranty or from performance or non-performance of any duty under this Agreement or otherwise (whether or not such performance or non-performance involves negligence on behalf of Company or any of Company's employees, officers, directors, shareholders, agents, or representative).

8.4 Storage Insurance. Occupant may, in Occupant's discretion, obtain insurance coverage from a third party, or to self-insure, against all risks and for all amounts. Occupant understands and agrees that Company is not an insurer of the Goods and its liability to Occupant with respect thereto is limited to the herein described Limited Warranty. Occupant agrees that Company has no obligation to insure Occupant against any risks. Maintaining the proper insurance coverage for the full replacement value of the personal property stored inside Company unit(s) is a material condition of this agreement. To the extent that Occupant does not obtain the required insurance, Occupant will be fully responsible for any loss or damage to their stored personal property (i.e., be deemed "self-insured"). Occupant, and not Company, shall be responsible for any loss or damage to the stored personal property regardless of the cause of such loss or damage.

8.5 No Subrogation. Occupant expressly agrees that the carrier of any insurance coverage obtained by Occupant in connection with storage and moving services provided by Company, shall not be subrogated to any claim of Occupant's against Company or it's agents.

8.6 Contents Protection Plan. Occupant understands that Company is offering the Contents Protection Coverage Plan which modifies the contractual liabilities of each party with respect to damage to Occupant Goods packed inside the Occupant's unit(s). This Plan is limited by the Coverage Liability Limits selected by the Occupant and will only apply when Occupant has requested inclusion of their property in Company Contents Protection Plan and Company has received the required monthly fee.

This Protection Coverage Plan is not a policy of insurance. The Coverage provided is based on the actual **cash value** of the items at the time of loss or damage. If Occupants chooses to obtain this coverage, it's cost will be added to their monthly rent for each unit rented. If the Occupant chooses to obtain the Contents Protection Coverage, Company liability will be increased to the selected plan's limit. Occupant agrees that Company will not be responsible or liable for any and all value lost above the maximum coverage limit purchased. All limitations to Company's liability listed elsewhere in this Agreement apply to this optional Contents Protection Coverage.

- (a) In consideration for the payment of specific amount per month as reflected in Occupant's Agreement ("Contents Protection Plan Payment"), to be paid in addition to Occupant's other monthly rental charges, Company shall not require the release of liability for the loss or damage to Occupant's stored goods, shall not require Occupant to insure their Goods, as otherwise required by this Agreement, and, the Contents Protection Plan will provide limited recovery protection for Occupant's stored property, up to selected plan protection limits, based on the terms and conditions set forth herein. Contents Protection Plan payments shall be made in the same manner as monthly rent under this Agreement.
- (b) Company's liability under this Contents Protection Plan shall be for loss or damage that occurs as a result of the Company's negligence, perils listed herein or as a result of acts or omissions for which Company is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty and otherwise not excluded under the Contents Protection Plan.
- (c) The Contents Protection Plan is NOT a policy of insurance and Company is not an insurance agent. Company and its employees are not licensed or qualified to evaluate the legitimacy of any insurance Occupant may currently have. Nor does the Contents Protection Plan changes Occupant's obligations under the insurance provisions of the Agreement. The Contents

Protection Plan only applies to physical loss or damage to Occupant's stored personal property (and excludes loss or damage which may result from Occupant's loss of use of the property or the reduction in the market value of the property not resulting from physical damage). Company assumes any business risk it may have hereunder on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.

- (d) Notwithstanding anything to the contrary, Company's maximum liability for any damage, loss, cost, or expense incurred as a result of any storage with Company is limited by the terms of this Agreement. All declared value coverage is expressly limited to the coverage option selected by the Occupant and to the period in which the Occupant's possessions are in the actual care and custody of Company.
- (e) Occupant rights to payment under this Protection Plan shall be secondary to any other rights to recovery Occupant may have. To the extent that Occupant has insurance that covers the loss or damage, Company shall not be responsible for such loss or damage. Company shall only be required to reimburse Occupant deductible (subject to the limitations provided elsewhere in this Protection Plan) under any of Occupant primary insurance policies if Occupant primary insurance carrier actually pays Occupant's claim and only to the extent such claim is not paid in full.
- (f) Company shall not be required to compensate Occupant for any loss or damage to Occupant's stored property to the extent such loss or damage has been compensated by a third party and may delay any distribution pending the resolution of such claims.
- (g) Occupant rights under this Protection Plan shall be void in any case of fraud, concealment, or misrepresentation (whether or not actionable as fraud) by Occupant relating to this Protection Plan, Occupant stored personal property, the ownership of such property, or the cause of loss or damage to such property.

The Occupant acknowledges that the Occupant is liable for any damage the contents stored by Occupant's may inflict on the property of others.

8.7 Loss or Damage Perils Covered by the Plan. Company Contents Protection Plan protects, and Company will accept liability for actual physical loss of or damage to Occupant's stored property against damages caused by (provided that the unit or the building in which the unit is located have been damaged):

- Theft, vandalism, or malicious mischief as a consequence of forced entry (with clear proof of tampering, and a police report);
- Collapse of the building where unit with property is stored, sinkhole collapse, falling objects, weight of snow, ice or sleet, hail;
- Windstorm that first causes damage to the building. Falling objects, including hail, provided that the Premises are first damaged by such falling objects, hurricane and tornado;
- Fire, explosion, or smoke, smoke damage lightning, (excluding fire, explosion or smoke caused by nuclear action);
- Water damage caused by roof leak (but specifically excluding water damage resulting from any other cause);
- Impact of aircraft, missile, or vehicles;
- Collision or overturn while the Occupant's unit is in transit to or from a Company warehouse facility or Occupant's designated location or at Occupant's origination or destination location, provided that both are located within the standard Company service area.
- Collision or overturn while the Occupant's unit is in transit to or from a Company warehouse facility to another warehouse facility at Occupant's destination location outside of Company standard delivery area (subject to a specific in-transit protection coverage purchase).

8.8 Participation Termination. Participation in this Contents Protection Plan may be canceled by Occupant upon ten (10) days written notice to Company. This Contents Protection Plan may be canceled by Company upon thirty (30) days written notice to Occupant (unless terminated earlier for non-payment of rent and other charges).

8.9 Failure to Pay Rent and/or Plan Fee. The Contents Protection Coverage Plan provided by Company is contingent upon the timely payment of the amounts due under the Agreement (which shall include, without limitation, the Contents Protection Plan Payment). If a payment for any amount due to Company is not received within 14 days after the Payment Due Date, the Contents Protection Coverage Plan shall no longer protect Occupant's property, and Company shall not be responsible for any loss of or damage to Occupant's stored property from any cause whatsoever. The Contents Protection Coverage Plan may be reinstated, at the sole discretion of Company, upon receipt of all rental and Contents Protection Coverage Plan Payments and any other charges due and owing under this Agreement. In the event that Occupant has satisfied the conditions of reinstatement, Occupant's rights under this Contents Protection Coverage Plan shall be reinstated immediately following the payment in full. The Contents Protection Coverage Plan shall terminate upon termination of the Agreement.

8.10 Filing a Claim. Occupant must file a written claim for loss or damage with Company within ten (10) days after Occupant first becomes aware thereof. Any claim filing forms or procedures may be requested by calling (877) 269-6461. Company will not be liable for any loss or theft of or damage to the goods for which Occupant does not deliver a written claim. As a condition precedent to making any claim, Occupant shall provide Company with a reasonable opportunity to inspect the Goods, which are the basis of Occupant's claim. In case of any claim filing, Occupant has a burden of proof that:

- (a) Goods were packed and loaded properly and braced adequately (only physical damage to the exterior of the Company unit may activate any coverage claim);
- (b) The loss was a result of negligence by Company or it's failure to use adequate care as required by law or caused by the perils listed herein is covered by the Protection Plan Coverage as described in this Agreement.

All claims will be handled on a per unit basis and will not be aggregated for claim purposes.

8.11 Claim Processing. The Occupant agrees to exhaust any applicable personal insurance policies and other coverage as may be applicable prior to filing any claims against Company Protection Plan. If Occupant wishes to make a claim under this Contents Protection Plan, Occupant shall notify Company immediately. As a condition to any payment under the Contents Protection Plan, Occupant must provide Company with records or documentation required to



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prove the loss or damage and cooperate with Company's investigation of any claims under this Protection Plan:

- Review Occupant's alleged loss or damage;
- Complete a Loss Notice Report Form;
- Obtain a police report in the event that the loss or damage to the stored property was the result of theft, vandalism, or malicious mischief as a consequence of a forced entry;
- Re-secure, relocate, or take such other action as may be required to prevent further loss or damage to Occupant's stored personal property;
- Take photos or video to document the loss or damage, evidence of forced entry, or damage to the Premises as may be necessary for Company to pay Occupant's claim;
- Permit an inspection of the damaged property before it is disposed of or repaired
- DO NOT discard Occupant's damaged property (or damaged lock, if applicable) until advised so in writing advised.
- Provide Company with copies of any insurance policies and indemnification agreements, relevant correspondence with insurance companies, and copies of all claims for reimbursement or compensation for the loss in question;
- Provide a sworn statement of loss containing such information as Company may reasonably request;
- Agree to an examination under oath at the request of Company;
- Produce other parties as Company may request for examination under oath.

Upon receipt of a completed Loss Notice Report Form and all required documentation, Company will process the claim and issue a formal reply to the Occupant within 30 days of receipt of the Loss Notice Report Form and supporting documentation.

8.12 Claim Payments. Provided that the Protection Plan has not been cancelled, whether voluntarily or automatically (e.g., due to Occupant's non-payment of the rental obligations under the Agreement), upon receiving notice of lost or damaged Goods, Company will investigate the cause of loss or damage. If Company determines, in its sole discretion, that the loss or damage was due to one or several of the perils covered by the Contents Protection Plan as set forth herein, Company will pay the lesser of the following amounts to Occupant:

- (a) the actual cash value of the property,
- (b) the cost of reasonably restoring the property to the condition immediately prior to the loss or damage, or
- (c) the cost of replacing lost or damaged items with property of similar quality and age – up to the total amount of selected protection coverage limit.

In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

Property shall be valued at the time of loss or damage, according to the following principles:

- **Household linen and clothing:** Company will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s).
- **Documents:** Where there is loss of or damage to documents, Company will pay the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable fresh research or exploration to obtain essential information (under no circumstances shall Company be liable for any direct or indirect loss of original documents, which cannot be restored or re-executed; such documents are "Prohibited Goods" and should not be stored with Company).
- **Pairs and sets:** Where any items are part of a pair or of a set, payment shall only be for the actual items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

No payment to Occupant will exceed the selected Contents Protection Plan limit.

8.13 Limitation on Value of Goods Stored. Occupant agrees not to store Goods with the total value in excess of **\$2,000.00 per unit or \$20,000.00 per all units**, without the prior written express consent of Company. Any consent may be withheld in Company's sole discretion. If such written consent is not obtained, the then total value of Occupant's property shall be deemed not to exceed the limits listed above, notwithstanding any claim or proof to the contrary. Occupant further understands that, whether or not such consent has been granted, Company's liability is limited to the extent provided elsewhere in this Agreement. Subject to the Limited Warranty herein, Occupant is fully responsible for any loss of value of their Goods. This provision shall not constitute an admission that Occupant's property has any value whatsoever. The Company storage facility is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special or emotional value to Occupant and Occupant agrees not to store such types of property in the Company units. Occupant agrees, at his/her sole expense, to maintain insurance on all property stored inside the Company units with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall be a Default under this Agreement and Occupant shall assume all risk of loss or damage that would have been covered by such insurance.

8.14 Exemptions from Liability. Irrespective of whether Occupant has selected Storage Contents Protection Plan and without limitation on provisions set forth in Sections 8.3 and 8.4, Occupant hereby agrees that Company shall not be held liable (whether in contract, warranty, tort or otherwise) and will NOT be held responsible for loss and damage to Occupant's stored property that is caused, without limitation, by the following:

- (a) Acts of God such as earthquake (including leakage from sprinkler systems as a result thereof), volcanic eruption, liquefaction; or
- (b) Water damage caused by flood, waves, water spray (whether or not wind driven), surface or underground water, or water that backs up through or overflows from a sewer, drain or sump, tidal water or overflow from any body of water; or
- (c) Mildew, mold, wet or dry rot, fungus, bacteria, atmospheric conditions and/or temperature changes (e.g., freezing), decay, or spoilage; or
- (d) Damage from insects, birds and animals, moths, vermin, or
- (e) Loss or damage resulting from unknown or mysterious causes; or

- (f) Theft, vandalism or malicious mischief as a consequence of forced entry (if there is no clear proof of tampering or if a police report has not been filed); or
- (g) Loss of data records other than the cost of blank data carrying materials; or
- (h) Ordinary and normal depreciation, deterioration and wear and tear, inherent vice (such as susceptibility to atmospheric changes) or mechanical or electrical derangement, breakdown, short circuiting, blowout or other electrical disturbance within the stored personal property, electronics and appliances as long as there are no signs of exterior damage; or
- (i) Any loss or damage to any goods, or the reduction in value thereof occurring for any reason whatsoever, while the Goods are in the custody of Occupant (for example, before the Goods are picked up by Company or after the Goods are delivered back to Occupant for any reason) including but not limited to effects of ambient weather, theft, loss or damage; or
- (j) Damages to Occupant's stored property caused directly or indirectly by improper packing (including, loading, unloading done by Occupant or by a third party), intentional acts or loss or damage caused by Occupant or at Occupant's discretion intended to damage the stored personal property; or
- (k) Occupant's failure or neglect to take reasonable steps to save and protect Occupant's stored personal property before or after any loss or damage; or
- (l) Any loss or damage to any goods caused by shifting or movement of the stored property in the unit(s) during transportation or shipping of the stored property to, from, or within the self-storage facility, dropping any unit up to three (3) feet or bumping any unit at speeds up to five (5) mph, as long as there are no visible signs of exterior damage to Company storage unit; or
- (m) Governmental action; or
- (n) Loss or damage as a result of any strike, lockout, labor dispute, disturbance, riot, civil commotion, or any act of any person or persons taking place in any such occurrence or disorder; or
- (o) Hostile or warlike action in the time of piece or war; or
- (p) Terrorist attack; or
- (q) Nuclear reaction whether or not accidental, including radiation and radioactive, chemical, or biological contamination; or
- (r) External damage to the storage facility structure and any damage to Occupant's Goods arising there from; or
- (s) Loss or damage directly or indirectly caused by other Occupant's stored goods; or
- (t) Any loss or damage to Occupant property during access to Occupant's unit(s) at any time at Company storage facility; or
- (u) Any loss or damage resulting from any person other than Occupant accessing or demanding redelivery of the unit(s) or Occupant demanding redelivery without Occupant being present; or
- (v) Any loss to the extent that Occupant is in breach of any of the terms and/or conditions of this Agreement, including, without limitation, nonpayment or any rent, Protection Plan fee or any other charges.
- (w) Any loss or theft of or damage to any stored property, if any of such stored property constitutes "Prohibited Goods" (as defined herein). Occupant agrees that "Prohibited Goods", as defined in this Agreement, shall not be stored in the unit(s). Prohibited Goods (or damage resulting from or caused by the inclusion thereof) are NOT covered under the Company Liability and Contents Protection Coverage Plan. Occupant agrees that Company shall not be liable for any damage or loss arising from the storage, transportation, movement, disposition, confiscation, seizure, or any other activity which has an effect of diminishing value of Prohibited Goods. Occupant further understands that Company shall not be responsible nor shall reimburse Occupant in any manner if any of the Occupant's Goods sustain loss, damage, or other diminution in value as a result of Prohibited Goods of another Occupant of Company; or
- (x) Any loss or damage which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused, including Any failure to perform services offered due to unforeseen circumstances or causes beyond its reasonable control (Force Majeure Event) such as weather, road conditions, strikes, etc.; or
- (y) Any special, indirect, willful, punitive, incidental, exemplary or consequential damages (including without limitation any sentimental or emotional value or damage due to emotional distress), damages for lost profits, or damages for loss of business, sales, revenue, profits or anticipated savings of Occupant or any third party, including without limitation any damages arising from any breach of expressed or implied warranty or from performance or nonperformance of any duty under this agreement or otherwise; or
- (z) Any loss or damages arising out of the use or the inability to use the contents of Occupant's unit(s), whether contractual, tort or any other legal theory, even if Occupant has been advised of the possibility of such damages.

9. TERMINATION.

9.1 Termination of the Agreement. This Agreement may be terminated by each side upon expiration of the initial term, except that:

- (a) Occupant shall have the right to issue a notice of termination of this Agreement between the time of receipt of any notice of change in monthly charges (if any) and the date when the rate change becomes effective; and
- (b) Company shall have the right to issue a notice of termination of the Agreement, without any prejudice or further liability, upon a thirty (30) day advance notice if it plans to close or terminate any facility or suspend its services.

Upon conclusion of the initial term, this Agreement may be terminated at any time, subject to the provisions specified herein below.

9.2 Termination by Company in case of breach of this Agreement by Occupant. In the event that Occupant fails or refuses to perform any covenants, conditions or terms of this Agreement, or in the event Occupant files a voluntary petition in bankruptcy or suffers a petition in involuntary bankruptcy to be filed against the Occupant, Occupant shall be deemed in default in performance of this Agreement, except as may be limited by law. In the event of default, Company may, at its option and without prejudice to any other remedies and rights, including the right to foreclose on its lien and/or to bring an action for recovery of any balance owed, to:

- (a) terminate the right of Occupant to the use of storage unit at the Company facility, subject to compliance with provisions of California Business & Professions Code § 21703; or,



BOX-N-GO, LLC NON-NEGOTIABLE STORAGE AND MOVING SERVICES AGREEMENT TERMS AND CONDITIONS

(b) re-deliver the unit(s) to Occupant at Occupant's last known mailing address, in which case the cost of redelivery shall be born solely by Occupant.

Nothing contained in this Agreement shall be construed as limiting Company rights and remedies as provided under the State of California.

9.3 Termination of storage of individual unit. Occupant may terminate the storage of any individual unit at any time. Termination will not be effective until:

- (a) payment in full for all the charges due has been received and accepted by Company;
- (b) Occupant removes all the contents of the subject unit(s). The contents may be removed at Company facility, or the entire unit may be re-delivered to the Occupant as further defined in this Agreement. For the purpose of this Agreement, the contract is considered terminated when the empty unit is picked up by Company and brought back to the nearest Company storage facility.

9.4 Termination as a result of transfer to shipper/another storage facility. When Occupant requires any Goods stored with Company to be shipped to an out-of-Company service area point of destination or another storage facility, whether in or outside of the State of California, this Agreement shall terminate as provided herein below. Occupant agrees that, at the time when Goods are deposited with the applicable motor carrier, Company's duties relating to the storage, safekeeping, or maintenance of Goods shall cease, as though Occupant has terminated the storage pursuant to Section 9.3, above. Further, at the time when the Goods are deposited with the applicable motor carrier, any lien, which Company possesses or may acquire, shall be deemed assigned to the person in custody of Goods, whether a motor carrier or subsequent storage facility. Occupant agrees that Company is not making any representation as to the terms, upon which any subsequent holder of Goods, may enforce the Occupant's duty to pay for subsequent storage of Goods; and Company shall not be liable for, and shall be indemnified against any claim, demand, or liability, which may arise by reason of improper or unlawful storage, maintenance, handling or disposition thereof. Notwithstanding any of the foregoing, if Occupant defaults on his monetary obligation to Company (whether because Occupant's check returns unpaid, Occupant's credit payment is charged back, or for any other reason) and Company learns of said default after the Goods have been placed for shipment, Company shall retain the right to enforce the resulting monetary obligation directly against the Occupant or assign it to such third party as Company deems appropriate.

10. MISCELLANEOUS.

10.1 Entire Agreement. The Box-n-Go, LLC Non-Negotiable Storage and Moving Services Agreement and these Terms and Conditions contain the entire agreement between Occupant and Company relating to the storage, moving services and transportation of Occupant's goods. They supersede all prior agreement and communications (written or oral). In the event of any conflicts with any prior agreements between Company and Occupant, the terms of this Agreement shall govern any prior agreements, promises or negotiations, whether oral or written, that are not expressly set forth in this Agreement are of no force or effect. Occupant further acknowledges that no representations or warranties have been made with respect to safety, security or usability of the storage units, units, or Equipment for the storage of Occupant's property and that the Occupant has made his own determination of such matters solely from inspection of the storage unit and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Company, its agents or employees purporting to modify or add to this rental agreement.

10.2 Modification. Company may, at its sole discretion, amend or change the Terms of this Agreement from time to time, by posting updated terms and conditions at www.boxngo.com or by providing a thirty (30) days prior written notice mailed to Occupant's last known address by email or U.S. Mail, when changes include storage rental charge(s) and Terms of the Contents Protection Plan. If so changed, Occupant may terminate the Contents Protection Plan or this entire Agreement on the effective date of such change, subject to Termination and Notice provisions contained herein. If the Occupant continues to make payments for the monthly rental obligations or the Contents Protection Plan or specifically accepts the new Terms online, the change shall become effective and shall apply thereafter. This Agreement is binding in and inures to be benefit to heirs, executors, administrators, assigns, and successors of Occupant and Company.

10.3 Incorporation of Online Terms. Any Terms published online and incorporated into this Agreement shall, in the event of inconsistency or contradiction with the written terms contained herein, supersede the written terms of this Agreement.

10.4 Governing Law. This Agreement shall be governed by the laws of the State of California, and jurisdiction and venue of any suit involving this Agreement or arising from the storage of goods with Company shall, at the option of Company, be in the Superior Court of the Los Angeles.

10.5 Waiver of Jury Trial. Company and Occupant expressly waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any brought by either Company or Occupant, on any matter arising out of, or in any way connected with, this Agreement, Occupant's use of the Company services, storage facility, or any claim of bodily injury or property loss, theft or damage, or the enforcement of any remedy under any law, statute, or regulation.

Occupant and Company agree that dispute resolution procedure as outlined below shall be the exclusive means of redress for any disputes arising from this Agreement between the parties (except where claims are below \$5,000.00 and can be handled by a small claim court), including disputes over rights provided by federal, state or local statutes, regulations, ordinances and common law.

The parties expressly agree that the arbitrator's award shall be final and binding on both parties and may not be appealed. The arbitrator will have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate. The arbitrator shall have discretion to award the prevailing party its reasonable attorneys' fees incurred in bringing or defending an action. Each party shall pay their share of the costs of the arbitrator's services. Occupant waives the rights to damages against any individual member, manager, shareholder, director, officer, employee or agent of the Company for any claim, damage, cost or expenses arising from this Agreement with the Company and acknowledges that the Occupant's sole remedy for such claims is against the Company as to actions taken by individuals in their capacity as agents of the Company.

10.6 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreements or the breach thereof shall be settled by final and binding arbitration held in Los Angeles County,

California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that notwithstanding anything in such rules to the contrary or as allowed by California law, no exemplary or punitive damages may be awarded in any arbitration proceeding held pursuant to this Section. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of California for this purpose. Occupant agrees that no arbitration proceeding may be commenced against Company for any loss, theft, or damage more than one hundred twenty (120) days after Occupant first becomes aware thereof.

10.7 Not a Bailment. Occupant agrees that this Agreement is not intended to, nor does it actually create a bailment relationship, and Company is not a bailee of Occupant's property and Company does not take care, custody, or control of the stored goods, except that Company may exercise such control as is necessary to enforce any and all liens, which may attach to such stored property in favor of Company, including without limitation, any lien described in the California Self-Service Storage Facility Act. In addition, Occupant agrees that Company does not provide a lock, does not handle the goods, and does not keep the keys or know the combination to Occupant's lock(s).

10.8 Assignment. Occupant shall not assign or sublease the unit(s), sublease all or any part of the unit(s), or permit any other person to occupy or use all or any part of the unit(s). Any Violation of this Section, at the option of Company, terminates this Agreement and the right of Occupant to use and occupy the unit(s) immediately. Company may assign or transfer this Agreement without notice to and the consent of Occupant and, after such assignment or transfer, Company shall be released from all obligations under the Agreement occurring after such assignment or transfer.

10.9 Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed of any subsequent breach or affect the effectiveness of this Agreement, nor prejudice either party with regard to any subsequent action.

10.10 Severability. If any provision of this Agreement is found invalid or prohibited under applicable law or held by an arbitrator to be void or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.11 Notices. All notices required or permitted by law, or by this Agreement, may be sent by mail, electronic mail, text or voice. In the event that any of the addresses or phone number(s) provided by Occupant in this Agreement change, such change shall not be binding upon the Company unless Occupant has given written notification of the change. Any notice mailed in accordance with this Section will conclusively be presumed to have been received within two (2) business days after mailing, faxing, texting or e-mailing, whichever is applicable. Further, for any notices that are sent via e-mail, Company is not responsible for any automatic filtering Occupant or their Internet or Network Service Provider may apply to e-mail notifications sent by Company. Occupant understands and consents that all the account notices, confirmations, offers and information sent via text may be delivered through an automated dialing system and be pre-recorded.

10.12 E-Signature Disclosure. Occupant understands and agrees that Company may provide the Occupant with any communications, including, but not limited to notices, disclosures, contracts, receipts, and any other announcements that may be required to be provided in writing in relation to this Agreement and Occupant's account in electronic format. All electronic communications provided to Occupant by Company will be provided via e-mail at the address provided by Occupant. Company may discontinue providing paper communications to Occupant, unless Occupant withdraws their consent by contacting Company via e-mail at customerservice@boxngo.com or in writing at 5670 E. Washington Blvd., Ste #911065, Commerce, CA 90091. It is Occupant's responsibility to provide Company with an accurate and complete e-mail address, contact and other information related to this disclosure and Occupant's account and update such information promptly, should any changes in such information occur. Further, in order to access, view and retain electronic communications that are made available to Occupant, Occupant must have (1) a personal computing device capable of accessing the internet (2) internet connection (3) an e-mail account and software that allows receiving and view e-mails and (4) web browser supporting 128 bit encryption. Occupant may always obtain a paper copy of any electronic document or communication by requesting us to mail a paper copy by calling us at 1-877-269-6461. All communications, either electronic or paper format are considered "in writing". Occupant acknowledges and agrees that by agreeing to these Terms and Conditions they give their consent to electronic communications provided in connection with services offered by Company.