

STORAGE AGREEMENT

This Storage Agreement (this "Agreement") is between 5044 Peabody LLC & 1014 Chesley LLC, doing business as American River RV & Boat Storage ("ARS") and _____ ("Occupant"), and is effective as of the last date set forth below. Full Name

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SUBJECT: ARS licenses to Occupant that certain uncovered parking/storage space designated as Unit _____ (the "Space") located at 3667 Omec Park Drive, Rancho Cordova, CA 95742 (the "Storage Area") for Occupant to store only the following described vehicle, boat or other personal property (the "Property"):

Vehicle / Boat Make	_____
Vehicle / Boat Model	_____
Vehicle / Boat Year	_____
Vehicle / Boat Registration Number	_____
DMV License Number	_____
Other Property	_____
Length (in feet) of Vehicle / Boat	_____
Width (in feet) of Vehicle / Boat	_____

ARS and Occupant expressly acknowledge and agree that this Agreement is not intended to create a bailment of any kind, and no bailment is created hereby.

TERM: License of the Space shall be on a month-to-month basis. Either party may terminate this Agreement upon thirty (30) days written notice to the other at the address beneath each party's signature below. Occupant shall continue to be responsible for paying monthly storage fees until the actual date of termination of this Agreement.

STORAGE FEE: Each monthly payment of the Storage Fee is payable in advance on the first day of each calendar month (the "Due Date"). If payment is more than 5 days late, Occupant shall pay ARS a late charge of \$15. Payments shall be sent to ARS via ACH or credit card through the ARS website (www.americanriver-storage.com) or at such other address or to such other party as ARS may from time to time designate in writing to Occupant. If an ACH is returned or bounced for any reason, Occupant will be charged \$25.

USE OF THE SPACE: Occupant shall use the Space at all times in compliance with the laws of California, and only for the storage of the Property described above. Occupants shall not permit liens, charges or encumbrances placed on or levied against the Space other than liens, charges or encumbrances placed thereon by ARS or by persons claiming under or through ARS. Occupant shall not, without the prior written consent of ARS, permit the Space to be used by anyone other than Occupant. Occupant acknowledges that the Storage Area is a drop-off and

pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry at the Space and in the Storage Area to one hour.

VEHICLE DOCUMENTATION REQUIREMENTS: In order to ensure that all vehicles stored within the premises are located in the correct location and adhere to our regulations, tenants are required to submit all documentation listed below within 10 days of move-in.

- Driver's license
- Vehicle registration
- Vehicle insurance
- Photo of your vehicle clearly demonstrating that is parked in the correct stall

Failure to do so within 10 days will result in a \$25 monthly non-compliance penalty. The penalty will be refunded once **ALL** of the required move-in documents are received and confirmed by ARS.

RULES AND REGULATIONS: Occupant shall comply with the Rules and Regulations of Licensor that apply to the Storage Area, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Agreement. Any failure to comply with the Rules and Regulations that is not promptly corrected after notice from ARS shall be cause for immediate termination of this Agreement at the election of ARS.

MAINTENANCE AND REPAIR: Occupant shall have no authority to make any alteration, addition or improvement to the Space or to the Storage Area without the prior written consent of ARS. Occupant shall be entirely responsible for damage to the Space and the Storage Area caused by Occupant and his or her guests (collectively, the "Occupant Parties"), normal wear and tear excluded. If any Occupant Party causes any such damage and the repair is paid for by ARS or the owner of the Storage Area, Occupant shall immediately reimburse ARS the amount of such repair, plus any interest thereon, PROMPTLY upon demand.

INSURANCE: Occupant shall be solely responsible and assumes all risk of injury to Occupant and all other Occupant Parties, the Property, other persons and the property of others arising from or related to the storage or use of the Property at the Storage Area. Occupant shall procure and maintain, at Occupant's sole cost and expense, insurance covering injury and property damage to the Property resulting from the ownership, operation, maintenance and use of the Property, or the storage of the Property at the Storage Area. Occupant's insurance policy shall name ARS and related entities as a named insured and include a waiver of subrogation.

RISK OF THEFT, DAMAGE OR DESTRUCTION OF PROPERTY: OCCUPANT EXPRESSLY ASSUMES, AND SHALL BEAR ALL RISK OF LOSS, THEFT, DAMAGE AND DESTRUCTION OF THE PROPERTY WHILE THE PROPERTY IS STORED IN OR ON THE STORAGE AREA. THERE IS NO SECURITY PROVIDED AT ANY TIME IN THE STORAGE AREA.

RISK OF HIGH WINDS, INCLEMENT WEATHER, AND EARTHQUAKES: OCCUPANT ACKNOWLEDGES THAT THE STORAGE AREA IS IN A REGION THAT IS SEASONALLY AFFECTED BY HIGH WINDS, FIRE, INCLEMENT WEATHER AND EARTHQUAKES. THE OWNER STRONGLY RECOMMENDS THAT OCCUPANT OBTAIN INSURANCE COVERAGE FOR THE FULL VALUE OF OCCUPANT'S PROPERTY. OCCUPANT EXPRESSLY ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PROPERTY. ARS SHALL NOT BE RESPONSIBLE FOR, AND OCCUPANT HEREBY RELEASES ARS FROM ANY RESPONSIBILITY FOR, ANY LOSS, LIABILITY, CLAIM, EXPENSE, OR DAMAGE TO THE PROPERTY WHILE STORED AT OR NEAR THE SPACE OR THE STORAGE AREA.

RETURN OF THE SPACE: Upon termination of this Agreement, Occupant shall immediately return to ARS the Space in its original condition, reasonable wear and tear resulting from prudent and careful use being expected.

NO REPRESENTATIONS OR WARRANTIES BY ARS: ARS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANT ABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SPACE OR THE STORAGE AREA. OCCUPANT WAIVES ANY CLAIM HE OR SHE MIGHT HAVE AGAINST ARS FOR ANY LOSS OR DAMAGE TO THE PROPERTY. OCCUPANT HEREBY LICENSES THE SPACE "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY BY ARS.

Without limiting the foregoing, ARS shall not be liable for any direct or consequential damage arising from the use of the Space or the Storage Area.

INDEMNIFICATION: Occupant shall defend, indemnify and hold ARS, any tenants in common and any person or entity controlling, controlled by or under common control with any of such entities, and each of their respective owners, shareholders, partners, members, officers, directors, employees, representatives, lenders, contractors and agents (collectively, the "Indemnified Parties") free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, whether incurred by or made against the Indemnified Parties, relating, resulting from or in any way arising out of Occupant's storage, maintenance, use or disposition of the Property and/or Occupant's license or use of the Space or the Storage Area (collectively, "Claims"). Occupant shall give ARS and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by ARS or any other Indemnified Party of the assertion of any Claim against any of them, Occupant shall be responsible for the defense thereof with attorneys acceptable to ARS and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Agreement.

EVENTS OF DEFAULT: The occurrence of any of the following events shall constitute a default by Occupant ("Event of Default"), authorizing ARS to terminate this Agreement and exercise any and all remedies allowed under this Agreement and under the law: (a) Failure of Occupant to pay fully when due any Storage Fee payment or other amount due hereunder; (b) Failure of Occupant

to perform fully and timely any covenant, condition or obligation required to be performed by Occupant under this Agreement or any other agreement with ARS; or (c) Failure of Occupant to observe any of the applicable Rules and Regulations.

REMEDIES: If any part of the Storage Fee due from Occupant under this Agreement remains unpaid for ten (10) or more consecutive days after first day of the month for which the Storage Fee is due, ARS may, at ARS's sole option, terminate this Agreement and the right of Occupant to use and occupy the Space by sending a preliminary lien notice to Occupant, in the form required by the laws of the State of California specifying a date on which Occupant's right to use the Space will terminate unless all sums due are paid by Occupant before the specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, ARS shall have the right to deny Occupant further access to the Space and the Storage Area, remove any Property found therein to another location within the Storage Area on hardscape or dirt (at ARS's sole discretion), and enforce ARS's lien against the Property by sale of the Property in the manner provided by law. ARS reserves the right to reject any partial payment of the Storage Fee from Occupant and to accept only the payment of the full amount due. ARS may impose a lien on the Property and all other property located in the Space for all expenses incurred by ARS for the storage, preservation, sale, or disposition of the Property and all other property stored in the Space. Further, ARS's remedies as specified in this Agreement shall be in addition to, and not in lieu of, any other legal or equitable relief to which ARS would otherwise be entitled.

ASSIGNMENT: Occupant may not assign, sublease or transfer this Agreement or the right to store any item in the Space. ARS may assign this Agreement and/or mortgage the Space in whole or in part without notice to Occupant. Each such assignee or mortgagee shall have all of the rights, but none of the obligations, of ARS under this Agreement. Occupant shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Occupant may have against ARS.

LICENSE; NO PROPERTY RIGHTS: The parties do not intend to create a lease or any other interest in real property for Occupant through this Storage Agreement, and the parties only intend to create a license that is revocable at will by either ARS or Occupant as provided in Section 2 herein. Occupant acknowledges and agrees that Occupant does not have and will not have or obtain any title to either the Space or the Storage Area nor any property right or legal or equitable interest therein, except for its license right as Occupant hereunder and subject to the terms of this Agreement

HOLDING OVER: Any use by Occupant of the Space beyond the term of this Agreement shall, at the option of ARS, be deemed an extension of the original Agreement term on a month-to-month basis, and all obligations of Occupant shall continue during such holding over. During any such holding over, ARS may terminate this Agreement and take possession of the Space upon demand after three (3) calendar days' prior written notice to Occupant.

NON-WAIVER: ARS shall not be deemed to have waived any breach of any of Occupant's obligations, conditions or covenants under this Agreement except by a waiver in writing signed

by ARS; and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Occupant's obligations, conditions or covenants. ARS's failure or neglect to exercise any remedy which ARS may have hereunder or any other acquiescence in the default of Occupant, including the obligation of Occupant with respect to which Occupant is in default; and ARS shall be entitled to pursue any remedy available to it under law until Occupant has rendered complete performance of all obligations of Occupant hereunder.

NOTICE: All notices required or permitted under this Agreement shall be sufficient if delivered personally or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party may designate in writing to the other from time to time. Any such notice shall be effective forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

SECURITY DEPOSIT: Occupant has paid to ARS one month's rent to be held by ARS as security for the payment and performance by Occupant of its various obligations set forth in this Agreement. This deposit may, at ARS's option, be applied to satisfy any obligation of Occupant's which may be in default, and the amount so applied will immediately be reimbursed to ARS by Occupant, without demand, so as to maintain the Agreement. The acceptance of any security deposit or any other sum by ARS shall not constitute any agreed liquidated damages, or a limitation of damages which may be sustained by ARS as a result of any breach or default by Occupant under this Agreement. Any unused portion of the security deposit will be returned to Occupant promptly after the termination of this Agreement without interest provided the provisions of this Agreement are satisfied.

MISCELLANEOUS:

- ARS are the owners of the Storage Area and, to the extent either is not a party to this Agreement, it is an intended third party beneficiary of this Agreement.
- If more than one person executes this Agreement as Occupant, all obligations hereunder to be performed by Occupant shall be the joint and several liability of all such persons.
- Wherever the context permits, Occupant's obligations under this Agreement shall survive the delivery and return of the Space hereunder.
- If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Agreement.
- To the extent permitted by applicable law, Occupant hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
- No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the charge, waiver, discharge or termination is sought.
- The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- As used herein, the term "Agreement" shall include all exhibits attached hereto.

- This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performances.
- Time is the essence hereof.

INTEGRATION: This Agreement represents the entire and complete agreement between ARS and Occupant with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreement relating to the subject matter of this Agreement.

OCCUPANT DETAILS:

Please review and acknowledge that all information provided in this agreement is accurate and complete, including your personal details and the details of the boat or vehicle being stored in the Storage Area. By signing below, you confirm that you have verified and approved this information.

Full Name: _____
Home Address: _____
Mobile/Phone Number: _____
Email Address: _____
Date: _____
Signature: _____

RULES AND REGULATIONS

The following Rules and Regulations apply to Occupant's use of the Space and activities within the Storage Area. Licensor reserves the right to adopt reasonable modifications and additions to these Rules and Regulations at any time. In the event of any conflict between these Rules and Regulations and the Agreement, the terms of the Agreement shall control.

Operating Hours; No Overnight Use. Occupant and its guests and invitees shall access the Property and the licensed Space in the Storage Area only during the Storage Access Operating Hours - generally between sunrise and sundown - Monday through Sunday or as otherwise posted by ARS. To that end, Occupant shall not, and shall not permit any of its guests and invitees to, stay on the Space or within the Storage Area after Operating Hours or to spend the night in any vehicle or boat stored on site. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry to the Space and in the Storage Area to no longer than one hour.

Vehicle and Boat Storage Only. Occupants shall use its space only for storage of vehicles and boats. No storage sheds or structures may be placed within the Space licensed to Occupant or anywhere else in the Storage Area.

No Tailgating. Occupant shall not allow vehicles or boats not belonging to the Occupant to enter the premises.

Drip Pans; Oil; Old Batteries. Occupants shall place drip pans or similar device beneath all oil pans and gas tanks of vehicles and boats stored in the Storage Area to prevent contamination of the soil or surface beneath the vehicles and boats. No motor oil, hydraulic or other fluids shall be drained from Occupant's vehicle or boat on the Storage Area. Old batteries must be disposed of off-site by Occupant at proper disposal sites in accordance with applicable law.

Human Waste Disposal. Disposal of human or animal waste or draining of septic tanks on the Space or anywhere in the Storage Area is prohibited.

No Discharge from Water Tanks/Drain Lines. Draining of water storage or other tanks is prohibited.

Utility Hookups. There are no hookups in the Storage Area for charging batteries, filling water tanks, etc. Occupant must charge its batteries and fill up its tanks off-site.

Trash Removal. Occupant shall clean trash from the Space and any portion of the Storage Area affected by Occupant's activities at the end of each day that Occupant is on the Storage Area.

Fuel Storage. Occupant shall not store any gasoline or other fuels in the Storage Area.

No Smoking. Smoking is prohibited at all times.

Pets. Pets must be kept on a leash, and Occupants must clean up after their pets. Occupants shall not tie up pets outside and leave them unattended. Loud and bothersome pets will not be tolerated. Any animal that has been deemed dangerous by city, county or state officials is strictly prohibited within the Storage Area.

Vehicle/Boat Covers. Fitted vehicle and boat covers are allowed. Any tarps or plastic covers that are used to cover any vehicle or boat must be securely fastened so that they do not fly off or flap against adjoining Occupant's vehicles or boats during windy conditions. Any covers showing deterioration must be removed and disposed of by Occupant upon notice from ARS.

No Maintenance or Repair Work. Occupant acknowledges that the Space licensed to Occupant for his or her RV or boat is for storage only; Occupant shall perform no maintenance or repair work on the Property anywhere within the Storage Area.

Cleaning & Washing of RVs and Boats. No cleaning or washing of vehicles or boats within the Storage Area is allowed.

No Drugs or Alcoholic Beverages. No person entering the Storage Area shall use, serve, distribute or give any drugs or alcoholic beverages to anyone unless specifically agreed in advance in writing by ARS and, where agreed, proper evidence of liquor liability insurance has been provided to ARS. Any person found under the influence of drugs or alcohol will be asked to leave immediately.

No Generators, Stereos or Sound-Generating Devices. Occupant shall comply with all applicable laws, ordinances, rules and regulations respecting sound control and noise levels, and shall be responsible for controlling noise while in the Space and in the Storage Area. ARS reserves the right to require Occupants to remove or turn down the volume of any generators, stereos or other devices that generate noise deemed to be excessively loud by ARS.

Nuisance. Occupant shall conduct its activities (and control the activities of its guests and invitees) while on the Space or the Storage Area in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Storage Area results from the activities of Occupant or any of Occupant's guests and invitees.

No Fires or Firepits. Occupant shall not and shall not permit any of Occupant's guests and invitees, light any fires or dig any firepits for fires on the Storage Area.

No Fireworks. Occupant shall not bring, store or light any fireworks within the Storage Area.

No Firearms or Weapons. No firearms, crossbows or any other similar type of weapons are permitted to be used on site or stored within Occupant's vehicle or boat at any time.

Control of Guests and Invitees. Occupant shall control the activities of its guests and invitees at all times while on the Storage Area and Access Roads.

Cooperation. Occupant shall cooperate with ARS and any contractors or authorized personnel of ARS working on the Storage Area and Access Roads.

Speed Limits. The speed limit in the Storage Area is 5 mph.

Security. Occupant is responsible for securing its vehicle or boat with locks and security devices as necessary to protect it from theft or break-in. ARS does not maintain a security patrol on-site and does not guarantee the security of any Property stored on the Storage Area. ARS is not responsible for injury, damage, loss, or claims for damage to Property stored at the Storage Area due to theft, fire or other natural hazard, or any other causes.

By signing below, you have acknowledged that you have read and agreed to the rules and regulations as listed above.

Signature: _____

Printed Name: _____

Date: _____