

FLEX STORAGE INC.
78 SW 7th St, Miami, FL 33130 (305) 440-1192 support@flex.storage
RENTAL AGREEMENT

TENANT INFORMATION:

SELF-CONTAINED STORAGE RATES AND FEES:

Flex Storage Inc. (hereinafter "FLEX") agrees to lease to Tenant one or more self-contained storage units (hereinafter referred to as a "FLEX UNIT" or "TRAILER") for use as storage space whether the TRAILER is located at a facility owned, operated or otherwise used by FLEX or at another location designated by the Tenant and accepted by FLEX, subject to the rates, terms and conditions hereinafter set forth.

The applicable schedule of rates and fees, as may be amended after notice to Tenant, are set forth in the Booking Confirmation and/or as follows:

Monthly TRAILER Rent	Per Booking Confirmation
NSF/Returned Check/ACH or Credit Card Chargeback Fee	\$ 35.00
Cleaning Fee (1 hour minimum)	\$ 50.00 per Hour + Disposal Fees
Lock Cut Fee (at Tenant's request)	\$ 50.00
After Hours/Call In Fee	\$ 35.00
TRAILER Delivery / Pick-up Fee	Per Booking Confirmation
Tenant No Show Fee	\$ 250.00
Late Fee	Per paragraph number 2, below
Notice of Default Fee	\$ 25.00
Administrative Lien Fee (on the 30th day after Rent is due)	\$ 85.00
Advertisement Fee	\$ 75.00
Vehicle Lien Search Fee	\$ 50.00 + Out of State Charges
Lien Sale Fee	Actual Auctioneer Costs

ADDITIONAL TERMS AND CONDITIONS:

All services performed by, or on behalf of, FLEX for the Tenant shall be subject to the following terms and conditions. "Tenant" hereunder shall mean the person or entity for whom services are provided, and any agent, representative, or contractor thereof, including but not limited to any broker, insurer, and/or carrier, engaged separately by the Tenant, as well as the Tenant's heirs, executors, or permissible successors.

This Agreement shall apply to all TRAILERS leased by Tenant from FLEX. From time to time, FLEX and Tenant may jointly be referred to as Parties and individually as a Party.

The term "FLEX-COS" refers to Flex Storage Inc., the owner or lessee (as the case may be) of the TRAILER, the owner or lessee (as the case may be) of any facility operated or otherwise used by FLEX, as well as all directors, officers, employees, servants, representatives, agents, independent contractors, contractors, sub-contractors, and affiliates of said entities.

1. **Acceptance. Condition of the TRAILER.** The act of requesting the delivery of the TRAILER by the Tenant shall constitute acceptance by the Tenant of these terms and conditions. FLEX and the Tenant acknowledge and agree that these terms and conditions of service are applicable to all of FLEX's services, invoices, agreements, and receipts. The Tenant acknowledges and agrees that it is responsible for providing notice and a copy of these terms and conditions to all of its agents, representatives, and contractors. The Tenant shall inspect the TRAILER for suitability for storage of property before packing it. The Tenant's use of the TRAILER shall be prima facie evidence of the TRAILER being sound and suitable for use. Tenant is also responsible for ensuring that all property to be placed into the TRAILER has been securely packed and in accordance with any industry or manufacturers recommendations. The Tenant warrants that the property is safely and securely packed in the TRAILER.

2. **Payment.** Monthly charges, for each full or partial month, are payable starting in advance by credit card before the initial delivery of the TRAILER, without notice, and continuing on a recurring basis thereafter. The Tenant acknowledges that the timing of the date the Tenant is charged for the monthly services may vary, including if services began on a day not contained in a given month (e.g. if services began on January 31, Tenant's will be charged on or before February 28). In addition, if any payment or fee due hereunder is not received by FLEX within 5 days of its due date, Tenant will pay, on demand, (a) a late fee calculated as the lessor of: interest at the rate of 15% per month and the maximum rate allowed by law on the unpaid amount, and (b) an additional late fee for each full or partial calendar month thereafter until the overdue charges are paid in full.

3. **Property. Use of the TRAILER.** Tenant agrees and warrants that Tenant has lawful possession and is the sole legal owner of the property stored under this Agreement and that there are no existing liens or encumbrances on said property. Tenant will not store any (a) animals or food, (b) inflammable, combustible, explosive or other dangerous items (c) items which have an objectionable odor or which may spoil or decay, (d) stamps, securities, or jewelry or other articles of high and unusual value, (e) items which are illegal, or are being used or held for use in a manner that is illegal or violates the rights (including but not limited to the intellectual property rights) of FLEX or any third party, (f) items that require refrigeration or climate control, or (h) items which have infestation, pests or other nuisances. Tenant will not (i) interfere with any other Tenant, (ii) store any property in the facility outside the TRAILER, (iii) allow any other person to use the TRAILER, (iv) deface, damage or alter the TRAILER, the facility or FLEX-COS equipment, or (v) use the TRAILER for any residential purpose. Tenant must disclose in writing to FLEX, receipt of which must be acknowledged by FLEX in writing, if Tenant will be storing any "protected property," which is defined as documents, film or electronic data that contain personal information, including without limitation Social Security numbers, credit or debit card

information, bank-account information, passport information, and medical and legal records. In event of abandonment, default and/or auction, any documents, film or electronic data will be presumed not to contain "protected property" and may be auctioned or treated as garbage and disposed of without review unless FLEX has been notified otherwise in accordance with this paragraph. Tenant will comply with all rules and regulations made by FLEX and comply with the requirements of any governmental authority which may apply. Tenant will only use boxes and other packing materials that are in good condition and sufficient quality to protect the property Tenant intends to store under this Agreement. Tenant will be liable for any costs incurred as a result of its breach of any of the terms of this paragraph including, but not limited to, fumigation and clean up costs.

4. **Risk of Loss; No Bailment.** FLEX shall not be held liable for any damage to property resulting or related to the transport and/or movement of the TRAILER. Tenant hereby acknowledges that Tenant is responsible for the packing of the TRAILER and therefore shall be held solely liable for any damage to the property in the TRAILER or resulting from improper packing of the property and/or the TRAILER. The relationship of FLEX and Tenant created by this Agreement is that of Owner and Tenant as defined by and in accordance with the Florida Self-Storage Facility Act 83-801 et seq. and/or similar law (and all words used in this Agreement will have the meanings given to them under that law) and not that of bailee and bailor; nor is FLEX acting as a warehouseman engaged in the business of storing property for hire in this Agreement. FLEX has not, and will not, issue any warehouse receipt, or other document of title for the property stored in the TRAILER. Tenant's property stored in the TRAILER or at a facility owned, operated or otherwise used by FLEX will be at Tenant's sole risk. FLEX-COS will not be liable to Tenant or any other person for any loss, damages, injury or death resulting from any crime, the acts or omissions of any person or from any other cause (including without limitation, governmental acts) except the gross negligence of FLEX or its agents, servants or employees in the operation or maintenance of the TRAILER or facility owned, operated or otherwise used by FLEX. FLEX is not taking care, custody, control or dominion of the contents of the property. FLEX is renting the TRAILER for the self-storage use of Tenant. FLEX IS NOT ACTING AS A BAILOR OR WAREHOUSEMAN engaged in the business of storing property for hire in this agreement.

5. **Tenant's Responsibilities relating to TRAILER location:** Tenant's designated delivery location shall be an address and location at which TRAILER parking is permitted under any and all applicable laws, ordinances, rules and/or regulations including but not limited to deed and homeowner restrictions and complex rules. Tenant is solely responsible for: (i) obtaining and ensuring that there is clear and unobstructed access to any parking for the TRAILER including surrounding space as may be reasonably required; (ii) being present, or ensuring that someone authorized by Tenant is present, during the delivery, collection, and return of the TRAILER; (iii) providing FLEX with contact details for said person and ensuring that such contact details are accurate and up-to-date; and (iv) Tenant will be charged and responsible for a Tenant No Show Fee for each occasion where there has not been full compliance with the preceding sections (i), (ii), and/or (iii). Tenant is also responsible for informing FLEX immediately upon the occurrence of any damage whatsoever to the TRAILER and any damage alleged to have occurred to Tenant's property during a delivery, pick-up or the use of the TRAILER. TENANT ASSUMES FULL RESPONSIBILITY FOR IDENTIFYING AND COMPLYING WITH ALL LAWS, ORDINANCES, RULES AND/OR REGULATIONS INCLUDING BUT NOT LIMITED TO DEED AND HOMEOWNER RESTRICTIONS AND COMPLEX RULES. Tenant shall be solely liable for and shall immediately pay any fines imposed in connection with the TRAILER at a delivery location. Tenant may not move or otherwise relocate a TRAILER without making such arrangements through FLEX. FLEX and/or its authorized third parties may monitor the location of the TRAILER twenty-four (24) hours a day, seven (7) days a week, using GPS (or similar) tracking technology, or by any other means or frequency FLEX deems appropriate. Tenant acknowledges and agrees that FLEX will suffer damages, and that it would not be feasible to ascertain the extent of such damages with precision, if Tenant moves or otherwise relocates a TRAILER without making such arrangements through FLEX and, in the event of

such a breach, the Tenant agrees to pay liquidated damages to FLEX in the amount of thirteen thousand dollars (\$13,000.00). If an authority, association, or landlord demands or requires FLEX to remove the TRAILER, Tenant is granting FLEX full authority to comply and absolves FLEX of any liability for any resulting damage or claim, including but not limited to damage or claim related to Tenant's premises or property. FLEX will attempt to notify Tenant of such a demand or requirement.

6. **Delivery of an empty TRAILER to Tenant.** Tenant may request an empty TRAILER by phone, online, and/or email. FLEX will confirm any accepted request in a Booking Confirmation that sets forth the: (a) size of the TRAILER, (b) delivery fee, (c) monthly rent required to be paid by Tenant to FLEX, (d) scheduled date and time of the delivery of the empty TRAILER, and (e) the requested delivery location for the TRAILER. Any scheduled time(s) specified in the Booking Confirmation are only estimates, and FLEX shall not be liable for any delay(s). FLEX may cancel, postpone, or otherwise reschedule any confirmed request for service for any reason or no reason, including, without limitation, in the event that FLEX believes, in its sole discretion, that it may endanger any FLEX employee, agent, contractor, or other individuals due to (including, but not limited to) weather conditions, or due to limited access to the delivery location. Tenant is responsible for ensuring that the delivery location has a legal and proper parking space for the TRAILER, as close as possible to the loading or unloading area. Tenant undertakes to bear, and promptly indemnify FLEX for, any payment or fine which may be incurred by FLEX in connection with parking or placing the TRAILER at the delivery location, and Tenant shall be responsible for any damage caused to the TRAILER during or due to Tenant's use of it.

7. **Return/delivery of a leased TRAILER to Tenant.** Tenant may request the delivery of a leased TRAILER being used by Tenant and which is located at facility owned, operated or otherwise used by FLEX by phone, online, and/or email. FLEX will confirm any accepted request in a Booking Confirmation that sets forth the: (a) size of the TRAILER, (b) delivery fee, (c) are there any additional fees required to be paid by Tenant to FLEX, (d) scheduled date and time of the delivery of the leased TRAILER, and (e) the requested delivery location for the TRAILER. Any scheduled time(s) specified in the Booking Confirmation are only estimates, and FLEX shall not be liable for any delay(s). FLEX may cancel, postpone, or otherwise reschedule any confirmed request for service for any reason or no reason, including, without limitation, in the event that FLEX believes, in its sole discretion, that it may endanger any FLEX employee, agent, contractor, or other individuals due to (including, but not limited to) weather conditions, or due to limited access to the delivery location. Tenant is responsible for ensuring that the delivery location has a legal and proper parking space for the TRAILER, as close as possible to the loading or unloading area. Tenant undertakes to bear, and promptly indemnify FLEX for, any payment or fine which may be incurred by FLEX in connection with parking or placing the TRAILER at the delivery location, and Tenant shall be responsible for any damage caused to the TRAILER during or due to Tenant's use of it.

8. **Pick-up of a Tenant leased TRAILER from the delivery location.** Tenant may not move or otherwise relocate a TRAILER without making such arrangements through FLEX. Tenant may request that FLEX pick-up the leased and locked TRAILER by phone, online, and/or email. FLEX will confirm any accepted request in a Booking Confirmation that sets forth the: (a) size of the TRAILER, (b) scheduled date and time of the pick-up of the leased and locked TRAILER, and (c) the requested drop-off location for the TRAILER, whether it is within an 80-mile driving distance of the delivery location, within the Delivery Zone or a facility owned, operated or otherwise used by FLEX. Any scheduled time(s) specified in the Booking Confirmation are only estimates, and FLEX shall not be liable for any delay(s). FLEX may cancel, postpone, or otherwise reschedule any confirmed request for service for any reason or no reason, including, without limitation, in the event that FLEX believes, in its sole discretion, that it may endanger any FLEX employee, agent, contractor, or other individuals due to (including, but not limited to) weather conditions, or due to limited access to the pick-up or delivery location.

9. Pick-up of an empty TRAILER from the delivery location. Tenant may request that FLEX pick-up an empty and unlocked TRAILER by phone, online, and/or email. FLEX will confirm any accepted request in a Booking Confirmation that sets forth the: (a) size of the TRAILER, and (b) scheduled date and time of the pick-up of the empty and unlocked TRAILER. Any scheduled time(s) specified in the Booking Confirmation are only estimates, and FLEX shall not be liable for any delay(s). FLEX may cancel, postpone, or otherwise reschedule any confirmed request for service for any reason or no reason, including, without limitation, in the event that FLEX believes, in its sole discretion, that it may endanger any FLEX employee, agent, contractor, or other individuals due to (including, but not limited to) weather conditions, or due to limited access to the pick-up or delivery location. Tenant agrees to pay FLEX promptly for any damages and/or repairs to the TRAILER resulting from Tenant's use of the TRAILER, ordinary wear and tear excepted.

10. Services by Third Parties. Unless otherwise specially agreed in writing between FLEX and the Tenant, FLEX shall be entitled to subcontract the whole or any part of any service provided hereunder to third parties. FLEX shall exercise reasonable care in the selection of third-party subcontractors, but assumes no liability and shall not be held responsible for any damage, loss, expense or delay caused by their actions or omissions. It is agreed that third-party subcontractors providing services hereunder shall be considered intended beneficiaries of these terms and conditions, but nothing herein shall be construed as limiting or relieving such third parties of liability to FLEX for any damage, loss, expense or delay resulting from their acts or omissions. FLEX may offer additional services to Tenant including, without limitation, packing, loading and unloading, furniture assembly and/or disassembly, and crane services subject to this paragraph as well as separately stated terms and conditions and subject to additional charges. Tenant acknowledges and understands that FLEX may not be providing the following services: trucking, moving, packing, loading, unloading, furniture assembly, furniture disassembly, crane or other requested services and FLEX may utilize the services of a third party. FLEX shall provide the name of any involved third party upon request. Tenant expressly authorizes the party providing the TRAILER delivery and/or pick-up services to obtain a signature from either the Tenant or the person authorized by Tenant pursuant to paragraph 5.(ii), above.

11. Responsibility for Damage. FLEX-COS shall not be liable under any circumstances for any loss of or damage to property occurring during or otherwise relating to the time the TRAILER is not stored at a facility owned, operated or otherwise used by FLEX. For any claimed loss, Tenant must prove that any claimed loss of or damage to property occurred during the time the TRAILER was stored at a facility owned, operated or otherwise used by FLEX. Regardless of the circumstances, FLEX-COS shall not be liable for loss of or damage to the property caused by: (a) the manner in which the property has been packed, stowed, stuffed or secured in the TRAILER, or (b) water, or (c) the unsuitability of the property for storage or transport in the TRAILER, or (d) the unsuitability or defective condition of the TRAILER, provided that this unsuitability or defective condition would have been apparent upon inspection by the Tenant at or prior to the time when the TRAILER was packed. The Tenant is responsible for the packing and locking of the TRAILER and, if a TRAILER is stored at a facility owned, operated or otherwise used by FLEX and returned to Tenant with the lock affixed by the Tenant intact, or FLEX can establish bona fide circumstances in which the Tenant's lock was replaced, FLEX-COS shall not be liable for any shortage of property ascertained upon the unloading of the TRAILER. Furthermore: (a) FLEX-COS is not responsible for any fragile articles injured or broken, unless packed and unpacked by its employees. FLEX-COS is not responsible for mechanical or electrical functioning of any article such as, but not limited to, pianos, toys, electronic equipment, or other items, whether or not such articles are packed or unpacked by FLEX. (b) FLEX-COS shall not be liable for any damage caused to the property by inherent vice, moths, vermin or other insects, rust, changes of temperature, fumigation or deterioration. (c) In no event shall FLEX-COS be responsible for loss or damage to documents, stamps, electronic property, securities, artwork, or jewelry or other articles of high and unusual value unless a special agreement in writing is made between the Tenant and FLEX with respect to such articles. (d) FLEX-COS shall not be

liable for loss of property due to unexplained or mysterious disappearance of property unless the Tenant establishes that such loss (i) occurred because of FLEX's failure to exercise reasonable care, (ii) are more than ten percent (10%) of the property received by FLEX, and (iii) there are visible signs of tampering to the TRAILER used by the Tenant and while stored at a facility owned, operated or otherwise used by FLEX. The Tenant agrees that any such unexplained or mysterious disappearance of property shall not constitute a conversion in the absence of evidence that the property was actually converted by FLEX for its own use. In no event shall FLEX-COS's liability, if any, for an unexplained or mysterious disappearance of property exceed the valuation declared by Tenant. Tenant shall defend, indemnify and hold FLEX harmless from any claims by any entity, organization, person or other claimant caused by, related to or otherwise arising out of Tenant's use of the TRAILER.

12. **Insurance.** The Tenant hereby acknowledges that FLEX is not an insurer of property and that the Tenant will maintain its own insurance on its property for, and with sufficient limits to cover, any damage, loss, expense or delay suffered while the property is in the TRAILER, whether or not the TRAILER is stored at a facility owned, operated or otherwise used by FLEX. If Tenant's property is lost or damaged, Tenant will make a claim only against Tenant's insurer and not against FLEX. To the extent permitted by law, Tenant waives its right to make any claim against FLEX for loss or damage and will cause its insurance policies to be endorsed so as to waive any right of subrogation against FLEX. Such insurance shall be considered as being for the benefit of both the Tenant and FLEX. In the event Tenant fails to procure and/or maintain the insurance as required by this paragraph, an insurance fails for any reason (including, without limitation, breach of policy condition or warranty) and/or an insurer otherwise refuses or is unable to pay, the party required to procure that insurance (Tenant) shall be deemed an insurer or self-insurer, shall accept and pay claims which would have otherwise been submitted to the failed insurance and shall indemnify and hold harmless (including legal fees and costs) the other party (FLEX) of and from any loss, damage, expense, claim, liability and/or suit resulting from such failure.

13. **Limitation of Liability.** (a) In consideration of the rate charged by FLEX, Tenant agrees that FLEX shall only be liable for its negligent acts that are the direct and proximate cause of injury to the Tenant, including but not limited to any damage or loss to property. (b) FLEX-COS's liability to Tenant, if any, shall be limited to the single sum of five hundred dollars (\$500.00), unless both a higher value is declared in writing and the Tenant pays a higher rate for increased valuation prior to FLEX's receipt of the property. The Tenant hereby acknowledges that it has been offered an opportunity to increase FLEX's liability and that, in the absence of a declared value and an agreement to pay as well as the payment of a higher rate for increased valuation, the Tenant has elected the limitation set forth above to apply to the services provided by FLEX. If Tenant declares a higher value, said value shall in no event exceed the lesser of the agreed higher value, \$20,000 or the actual market value of the property at the time of the alleged loss or damage occurred. (c) FLEX-COS shall not be liable, in any event, for consequential, indirect, incidental, punitive, or special damages, including but not limited to lost profits, loss of market, damages due to delay, or sentimental value, even if FLEX-COS has been placed on notice of the possibility of such damages. (d) In the event that the limitations set forth above in sub-sections (a) through (c) violate the compulsory or restrictive limited liability provisions of any applicable law, statute, or regulation, FLEX-COS's liability shall be limited to the fullest extent allowed thereunder. (e) IN NO EVENT WILL FLEX-COS AGGREGATE LIABILITY ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY PAID BY TENANT TO FLEX PURSUANT TO THESE TERMS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR MORE CULPABLE CONDUCT), OR ANY OTHER THEORY OF LIABILITY AND INCLUDES PERSONAL INJURY CLAIMS WHETHER BROUGHT BY TENANT OR TENANT'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR INVITEES. TENANT HAS ENTERED INTO THIS

AGREEMENT ACKNOWLEDGING AND AGREEING THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH AND ELSEWHERE IN THE AGREEMENT REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACTUAL REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT SUCH PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. **Valuation.** Unless a higher valuation is agreed between FLEX and Tenant, Tenant agrees and warrants that aggregate value of property stored under this Agreement will not exceed \$500.00 per TRAILER. The limit on aggregate value of property shall apply to all methods of valuation determination used by Tenant including, but not limited to, sentimental value, value as collectable or antique, replacement value or purchase value. Such valuation may be increased at the time of acceptance of this Agreement by completing the below and paying FLEX \$15.00 for each \$100.00, or part of \$100.00 of additional liability: HIGHER VALUATION: \$ none declared subject to payment of monthly charges of \$ n/a plus sales tax of \$ n/a. Under no circumstances can any agreed valuation exceed the maximum amount of twenty thousand dollars (\$20,000.00). This valuation is a material condition of this Agreement.

15. **Personal Injury.** FLEX-COS is not liable whatsoever to any extent to Tenant or Tenant's agents, servants, employees, contractors or invitees for any personal injury or death arising from Tenant's use of the TRAILER and/or a facility owned, operated or otherwise used by FLEX from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of FLEX-COS. In no event will FLEX-COS be liable to Tenant or Tenant's agents, servants, employees, contractors or invitees for consequential, indirect, incidental, punitive, or special damages, including but not limited to lost profits, loss of market, damages due to delay, or sentimental value, even if FLEX-COS has been placed on notice of the possibility of such damages. To the fullest extent permitted by law, Tenant will defend, hold harmless and indemnify FLEX-COS against any claim, action, proceeding, liability, loss, damage and expense (including attorneys' fees and all costs), arising from or related to Tenant's use of the TRAILER and/or a facility owned, operated or otherwise used by FLEX, or any act or omission of Tenant or Tenant's agents, servants, employees, contractors or invitees. In the event that any limitation set forth in this paragraph violates the compulsory or restrictive limited liability provisions of any applicable law, statute, or regulation, FLEX-COS's liability shall be limited to the fullest extent allowed thereunder.

16. **Force Majeure.** FLEX shall not be liable or held responsible for any damage, loss, expense, interruption, failure to perform or delay if FLEX is unable to carry out or otherwise perform an agreed service due to an act or instruction of a governmental or quasi-governmental department or agency, act of God, war, act of public enemies, seizure under legal process, riot or civil commotion national emergencies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, named storms, named weather events, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes, any other reason that is beyond FLEX's control, or any other excuse provided by law. The Tenant agrees that, upon the transfer, release, or delivery of a Tenant leased TRAILER to a third party, including but not limited to any Tenant, family member of Tenant, friend of Tenant, carrier or bailee engaged separately by the Tenant, in accordance with the Tenant's instructions, FLEX shall have no further obligation, responsibility, or liability to the Tenant for the property, except as may be otherwise provided for in this Agreement.

17. **Right to Enter.** FLEX has the right to open and enter the TRAILER, at Flex's sole discretion, including in order to evaluate and make repairs to the TRAILER, repossess the TRAILER, exercise its lien, and/or pursuant to a request by a law enforcement officer, fire department personnel, local authorities or by court order.

18. **Term and Termination.** FLEX shall be entitled to terminate a Booking Confirmation at any time by an email notice to Tenant prior to the delivery of the TRAILER to TENANT. Following delivery of the TRAILER: (i) FLEX shall be entitled to terminate this Agreement and demand the removal of property from the TRAILER, as well as payment of all charges due, after the expiration of thirty (30) days from the date of notice, by email or otherwise, to the Tenant; (ii) Tenant may terminate the month-to-month rental by emptying the TRAILER, making the TRAILER available for pick-up by FLEX, and providing seven (7) business days prior email notice to FLEX, however, there are no refunds for the termination for the then-current monthly billing period. For days in the billing month following the month of receipt of Tenant's email notice of termination, in addition to other charges and fees due hereunder, Tenant will be charged the agreed monthly fee until the date on which Tenant vacates the TRAILER. Upon termination of the rental for any reason, Tenant must contact FLEX promptly to coordinate a date and time to complete the vacating and/or pick-up of the TRAILER. Rent will be charged until such time in which Tenant vacates the TRAILER completely and the TRAILER is in the possession of FLEX. If, within thirty (30) days following termination of the rental, Tenant fails to coordinate such date and time with FLEX for any reason, FLEX may charge Tenant an administrative fee of \$100 per month for FLEX's monthly efforts to conclude the termination.

19. **Lien. (a)** FLEX shall have a lien on all property, whether or not owned by the TENANT, in the TRAILER and/or located at a facility owned, operated or otherwise used by FLEX, FOR RENT and other charges associated with any services provided to Tenant as well as all costs and expenses necessary to preserve property or reasonably incurred in their sale pursuant to the Florida Self-Storage Facility Act 83-801 *et seq.* and/or any applicable law. **(b)** Upon the failure of a Tenant to pay the rent when it becomes due, FLEX may, without notice, after five (5) days from the date the rent is due, deny the Tenant access to the property located in the TRAILER. In denying the tenant access to property contained in the TRAILER, FLEX may proceed without judicial process (including retrieving the TRAILER), if this can be done without breach of the peace, or may proceed by action. **(c)** Upon notifying the Tenant, this lien may be enforced by public sale of the property in block or parcel, pursuant to the Florida Self-Storage Facility Act 83-801 *et seq.* and/or any applicable law, without judicial hearing. **COLLECTION COSTS:** In the event that FLEX utilizes a collection agency or institutes a proceeding to recover an unpaid balance, Tenant agrees to reimburse FLEX for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. If Tenant fails to pay on time and FLEX refers Tenant to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent. All remedies available to FLEX are cumulative and the exercise of one or more remedies does not exclude or waive FLEX's rights as to any other remedy available under this Agreement or available at law or in equity.

20. **FLEX.** The business address and telephone number to be used by Tenant in making inquiries or providing notices concerning this transaction and the storage of property are listed in the heading on the first page of this contract.

21. **Address of Tenant.** It is agreed that the address of the Tenant is as given in this Agreement and shall be relied upon by FLEX as the address of the Tenant until a change of address is given through Tenant's online account, if available, or otherwise in writing to FLEX, and acknowledged in writing by FLEX. Notice of any change of address will not be valid or binding upon FLEX if given or acknowledged in any other manner.

22. **Notice of Claim.** Tenant acknowledges and agrees that it is the responsibility of the Tenant, its agents, representatives, or contractors to provide in writing a Notice of Claim specifying the specific property and alleged damage(s) or loss to said property within 7 business days of: (a) the delivery of the

leased TRAILER to Tenant; (b) the date on which the Tenant received written or oral notice from FLEX of actual or potential damage, loss, expense or delay at issue; or, (c) in the case of non-delivery of the TRAILER, the date on which the TRAILER would have been delivered. Where FLEX does not receive a Notice of Claim or a claim is not filed in accordance with the foregoing, such claim shall be deemed waived and will not be paid.

23. **Limitation on Recourse.** Subject to the receipt of timely Notice of Claim under paragraph 22, above, all arbitrations, suits, actions, or proceedings for damage or loss to property must be filed against FLEX-COS within twelve (12) months from: (a) the delivery of the leased TRAILER to Tenant; (b) the date on which the Tenant received written or oral notice from FLEX of actual or potential damage, loss, expense or delay at issue; or, (c) in the case of non-delivery of the TRAILER, the date on which the TRAILER would have been delivered. Where arbitrations, suits, actions, or proceedings for damage or loss to property is/are not instituted in accordance with the foregoing provisions, such claim shall be deemed waived and will not be paid. In the event that any limitation period set forth in this paragraph violates the compulsory or restrictive provisions of any applicable law, statute, regulation, treaty, or convention, all suits, actions, or proceedings must be filed against FLEX-COS within the shortest allowable period set forth therein.

24. **Rental Agreement.** Tenant acknowledges that Tenant received a copy of the completed Rental Agreement and understands its contents.

25. **No Oral Agreements.** This Agreement constitutes the entire Agreement between FLEX and Tenant respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by Tenant to the pre-printed terms of this Agreement shall be effective unless agreed to in writing, signed by an officer with the title of Manager or higher at FLEX. No employee or representative of FLEX has the authority to waive any portion of this paragraph. The use by FLEX of any information collected from and about Tenant is governed by the Privacy Policy posted on the FLEX website, <https://www.flex.storage/privacy>. FLEX recommends Tenant visit such website to learn more about FLEX's practices before entering into this Agreement and Tenant certifies that it was provided with an opportunity to do so.

From time to time, FLEX may make revisions to this Agreement, including rate and/or fee increases, pledging or otherwise assigning any proceeds under this Agreement as security, as well as provisions that govern the way that FLEX and Tenant resolve disputes. FLEX may provide notice of such revisions through Tenant's online account, email, courier and/or the United States Postal Service. Revisions shall be effective on the date specified in the notice. All amendments will comply with the applicable notice requirements of Florida law that are in effect at that time. Unless Tenant makes arrangements for the removal of any stored property before the effective date of such change, Tenant accepts the revisions and agrees to abide by them by continuing the storage after the revisions are effective.

26. **No Waiver of Agreement Terms.**

- A. The failure of FLEX on previous occasions to take action for non-compliance with this Agreement will not prevent FLEX from taking action for subsequent non-compliance. The receipt of any charge with knowledge of non-compliance is not a waiver of non-compliance.
- B. The acceptance of one or more partial payments will not be a waiver of the balance of those payments, or a waiver of the full payment of any future payments, or any of FLEX's rights or remedies for the failure to make full payment. Partial payments may be applied by FLEX to any unpaid charges selected by FLEX. A written waiver by FLEX of any non-compliance or non-payment will apply only to the specific performance or payment covered by the written

waiver, and will not be a waiver of any future performance or payment.

27. **Notices & Contact Information.**

A. All statutorily required notices shall be sent as required by law.

B. All other notices required under this Agreement shall be sent by either: (i) first-class mail postage prepaid with proof of mailing, (ii) electronic mail (“email”), or (iii) courier. Such notices shall be deemed given when deposited with the U.S. Postal Service, when sent by email or provided to a courier, as applicable.

C. **Contacting You.** Tenant recognizes FLEX and Tenant are entering into a business relationship as FLEX and Tenant. As such, to the extent any Federal or State law prohibits FLEX from contacting Tenant by phone, fax, e-mail or text, Tenant consents to FLEX phoning, faxing, e-mailing and texting Tenant with marketing and/or other business-related communications. Tenant consents that any phone call with FLEX may be monitored or recorded by FLEX. Tenant understands and agrees that telephonic communications with FLEX or FLEX-COS may be recorded under the business exception of Florida statute Chapter 934. By providing cellular number(s) to FLEX, Tenant authorizes FLEX or FLEX-COS to contact Tenant at such number(s) using any means, including but not limited to placing calls using an automated dialing system, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages, regarding matters relevant to Tenant’s account, including, without limitation, estimated time of delivery and/or pick-up of the TRAILER, status of Tenant’s contract, accounts payable, and any other operational or account matters.

D. **Your Choices.** You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use and enjoy FLEX’s products and services. You may revoke your consent by contacting support@flex.storage and informing us of your preferences.

28. **Binding Effect Of Agreement.** This Agreement will bind and benefit FLEX and Tenant and their respective heirs, executors, administrators, and any permissible successors and assigns. Tenant may not and will not assign this Agreement or sublet the whole or any portion of the TRAILER. FLEX may assign or otherwise transfer this Agreement and any other right hereunder upon thirty (30) days written notice to Tenant, and, after such assignment or transfer, FLEX shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, and any permissible successors and assigns. If any provision of this Agreement shall be determined to be void, invalid, or otherwise unenforceable, such finding shall not otherwise affect the validity or enforceability of any other provision of this Agreement, and such provision shall be deemed modified to the minimum extent necessary to put such provision in compliance with applicable law, and, in its modified form, such provision shall be enforceable.

29. **Non-Disparagement:** Tenant agrees to take no action which is intended, or would reasonably be expected, to harm FLEX or FLEX’s reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to FLEX. Nothing herein shall prevent Tenant from making any truthful statement in connection with any arbitration or other legal proceeding or investigation by the Tenant or any governmental authority. In the event Tenant breaches any component of this Non-Disparagement provision at any time, Tenant acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to FLEX. For this reason, Tenant agrees that any violation of the Non-Disparagement provision of this Agreement shall result in the imposition of liquidated damages, and not a penalty, in the amount of Two Thousand Dollars (\$2,000.00), per each occurrence, to be paid by Tenant to FLEX, which represents the reasonable compensation for the loss

incurred because of the breach.

30. **Arbitration.** Instead of suing in court, FLEX-COS and Tenant (solely for the purposes of this arbitration provision, each may be referred to as a Party or collectively as Parties) each agree to settle disputes (except as specifically enumerated in subsection (1) titled CLAIMS NOT SUBJECT TO ARBITRATION, which follows below) only by arbitration. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations in this Agreement, as a court would. To the fullest extent permitted by law we each agree that:

- (1) CLAIMS NOT SUBJECT TO ARBITRATION. (a) Either Tenant or FLEX may bring in small claims court those claims that do not exceed the jurisdictional limits of the small claims court; (b) FLEX may utilize the courts to remove Tenant from the TRAILER and/or a facility owned, operated or otherwise used by FLEX; and, (c) Either Tenant or FLEX may pursue any self-help or other remedies and defenses provided in any applicable lien law, including without limitation the Florida Self-Storage Facility Act 83-801 et seq. and/or similar law. However, this exception does not include claims that are derivative or based on violations of the applicable lien laws, including without limitation claims for unfair business practices, conversion, negligence, breach of contract, or other violations of state or federal law; any such claims shall be subject to arbitration under the terms of this arbitration provision unless brought in small claims court.
- (2) CLAIMS SUBJECT TO ARBITRATION: Other than as excepted above, any dispute, controversy or claim arising out of or relating in any way to this Agreement and/or Tenant's storage of property with FLEX, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement as well as claims based on broken promises or contracts, torts, or other wrongful actions, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Agreement and/or Tenant's storage of property, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, representatives of both Parties shall meet at FLEX's location, unless an alternative location has been agreed to by the Parties, to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Similarly, any permissible court proceeding must be initiated no later than one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.
- (3) The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within forty-five days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with the terms of this Agreement and administered by the American Arbitration Association in Florida in accordance with its Commercial Arbitration Rules then in effect.
- (4) THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AMERICAN ARBITRATION ASSOCIATION PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM AND PERMITTED UNDER THIS AGREEMENT. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY

ARBITRATION HELD UNDER THIS AGREEMENT.

- (5) Any disputes between the Parties shall be governed by the laws of the State of Florida, without regard to principles of conflict of laws.
- (6) Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.
- (7) The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing.
- (8) The arbitrator shall have no authority to award punitive, consequential, special, and/or indirect damages. The arbitrators shall not be entitled to issue injunctive and other equitable relief. The arbitrator may award interest from the time of the breach to the time of award at the rate of 3%.
- (9) The arbitral tribunal shall not award costs and expenses. Each party shall bear all their own costs and expenses (including of its own counsel) involved in pursuing a claim, preparing and presenting its case.
- (10) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (4) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- (11) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THE PARTIES AGREE THAT THERE WILL NOT BE A JURY TRIAL. THE PARTIES UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

31. **Service Member.** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT (the “Civil Relief Act”), it is Tenant’s obligation to notify FLEX in writing that Tenant is currently in the Military Service of the United States Government or is supported by someone currently in the Military Service of the United States Government. Absent such a writing, Tenant hereby certifies that he/she is not currently in the Military Service of the United States Government, nor is he/she supported by anyone currently in the Military Service of the United States Government and expressly waives the requirements of FLEX to produce an affidavit to this effect in any legal proceeding. If Tenant’s status under this paragraph changes, Tenant is required to notify FLEX in writing of said change. FLEX will rely on this information to determine the applicability of the Service Members Civil Relief Act.

32. **Accurate Information.** (a) Tenant agrees to provide FLEX with accurate and complete information to allow FLEX to comply with all laws and regulations governing the storage and/or handling of the property. The Tenant further agrees to indemnify and hold FLEX harmless for any and all losses, expenses, and costs (including reasonable attorneys’ fees) incurred by FLEX in connection with the Tenant’s failure to fully discharge this obligation. (b) It shall be the Tenant’s responsibility to ensure that all addresses are accurately conveyed to FLEX in accordance with this Agreement.

33. **Legal Compliance.** (a) Tenant hereby acknowledges that it is the responsibility and duty of the Tenant to know and comply with all applicable laws, statutes and/or regulations. (b) FLEX-COS shall not be liable for any action taken or any fine or penalty assessed by any government agency against the Tenant on account of FLEX-COS’s failure to comply with such laws, statutes and/or regulations. (c) The Tenant further acknowledges that it is solely the responsibility and duty of the Tenant to maintain all records required by such laws, statutes and/or regulations. Unless otherwise agreed in writing between FLEX and the Tenant, FLEX shall only keep those records that it is required to maintain by law, statute, and/or regulation, but not as a “record-keeper” or “record-keeping agent” for the Tenant.

34. **Rental Agreement Controls.** If there is any difference between the terms and conditions which

appear on the Booking Confirmation and this Rental Agreement, the terms and conditions of this Rental Agreement will control.

35. **Interpretation.** Usage of “and” and “or” means both the conjunctive and disjunctive and is intended for expansive interpretation and not to limit the options available to each party to this Agreement affected thereby. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa.

36. **Headings.** Caption, paragraph or article headings used in this Agreement are inserted for identification only, and shall not govern the construction of, nor alter, vary or change any of, the terms, conditions or provisions of this Agreement.

This Agreement has been accepted by Flex Storage Inc.: Flex Storage Inc.