

**RENTAL & SERVICE AGREEMENT
INDIAN TRAIL RV/BOAT STORAGE, LLC**

OWNER: _____ (hereinafter "Owner")

STORAGE SPACE LEASED: _____ (hereinafter "Storage Space")

DATE OF LEASE COMMENCEMENT: _____ (hereinafter "Commencement Date")

TERM OF LEASE: _____ (hereinafter "Term")

MONTHLY STORAGE FEE: _____ (hereinafter "Storage Fee")

RV/BOAT MAKE & MODEL: _____ (hereinafter "RV/Boat")

THIS RV/BOAT STORAGE, RENTAL AND SERVICE AGREEMENT (the "Agreement"), entered into as of the date of full execution hereof, by and between Indian Trail RV/Boat Storage, LLC (hereinafter "ITRVBS") the OWNER, as set out above and further defined below in Attachment "A" of this Agreement, attached hereto and incorporated herein, and is entered into with reference to the following:

- A. ITRVBS is the owner of the RV/Boat Storage Facility located at 320 & 360 Unionville-Indian Trail Rd., Indian Trail, Union County, North Carolina.
- B. ITRVBS owns, operates and maintains the RV and RV/Boat storage facility for the rental of space to recreational vehicle and RV/Boat owners and operators, for vehicle and RV/Boat storage.
- C. RV/Boat Owner desires to contract with ITRVBS for RV/Boat storage space in the facility
- D. NOW, THEREFORE, ITRVBS AND OWNER AGREE TO AND ACCEPT THE FOLLOWING TERMS AND CONDITIONS WITH RESPECT TO OWNER'S RV/BOAT STORAGE AND SERVICE:**

1. The following capitalized terms used in this Agreement shall have the respective meanings assigned to them in this Section I unless the context in which they are used clearly requires otherwise:

(a) "**ITRVBS**" or "**Operator**" shall mean Indian Trail RV/Boat Storage, LLC.

(b) "**RV/Boat**" shall mean the RV/Boat or vessel identified on Attachment "A" attached to this Agreement.

(c) "**Owner**" shall mean (1) the above identified and below undersigned owner of the Recreational Vehicle and/or Boat ("RV/Boat") to be stored at the ITRVBS storage facility, (2) the individual or individuals who are named on the wait list maintained by the Operator for the **Storage Space** (if a wait list was used in connection with this Agreement) and (2) the registered, legal owner of the RV/Boat. No person or persons may enter into this Agreement if they are not both the individual or individuals named on said wait list and the registered, legal owner or owners of the RV/Boat. **OWNER SHALL AT ALL TIMES BE AT LEAST A TWENTY PERCENT (20%) LEGAL OWNER OF THE RV/BOAT, PROVIDED THAT IN NO EVENT SHALL ANY OTHER CO- OWNER OF THE RV/BOAT HOLD A LEGAL INTEREST IN THE RV/BOAT THAT IS GREATER THAN OWNER'S.**

(d) "**Storage Fee**" or "**Storage Fees**" shall mean the sum defined above to be paid by Owner to ITRVBS (and delivered to Operator) as monthly rental for Owner's right to occupy and use the Storage Space for storage of the RV/Boat, and which may include fees for Optional Services, as defined hereafter in Section 4(b). Said Storage Fee is subject to adjustment as provided in this Agreement. Storage Fees are payable in advance at the time of the execution of this Agreement and on the **first (1st) day** of each calendar month commencing after the Commencement Date as set forth in Section 2 below, and each succeeding calendar month thereafter during the Term.

(e) "**Storage Space**" shall mean the storage space in the RV/Boat Storage Facility designated to Owner by Operator for securing the RV/Boat, subject to Operator's right to reassign Owner another storage space in accordance with Section 4 of this Agreement. As of the date this Agreement is being executed, the Storage Space designated for Owner by Operator is identified hereinabove and in Attachment A. If Operator designates a different storage space for Owner during the Term of this Agreement, all references in this Agreement to the Storage Space shall be deemed to refer to the newly designated storage space

and thereafter Owner shall have no right, title, or interest in or to the prior storage space.

2. **Term.** Subject to the provisions set forth in this Agreement for renewal/extension and termination/revocation, the term hereof (the "Term") shall be for a month to month tenancy for the rental of the Storage Space, and shall commence on the date defined above, or on the date when ITRVBS notifies Owner that the Storage Space is available for Owner's use, **whichever is later** (the "Commencement Date"), and shall expire on the last day of the term defined above. Owner expressly acknowledges that its contractual right to occupy the assigned Storage Space is not automatically renewable, but is subject to termination or revocation upon either thirty (30) days notice from ITRVBS or Operator or upon Owner's failure to timely abide by each and all of its contractual duties detailed in this Agreement, including the duty to make timely monthly payment of fees, including, but not limited to, the Storage Fee. Unless ITRVBS and Owner agree otherwise in writing, if Owner holds over with ITRVBS's permission after expiration of the original Term or any renewed or extended Term, it shall be presumed that this Agreement has been renewed and extended for another month on the same terms and conditions set forth herein.

3. **Services Provided.**

(a) **Storage Space Rental.** ITRVBS hereby rents the Storage Space, as specified herein, and in Attachment "A," to Owner and Owner accepts and agrees to rent the Storage Space from ITRVBS. Owner may relocate to another Storage Space within the RV/Boat Storage Facility or to any other storage facility that may be maintained by ITRVBS in the immediate area only upon obtaining the advance express written permission of ITRVBS. ITRVBS and Operator shall have the right at any time, in its or their sole discretion, to reassign Owner's RV/Boat to a different Storage Space. Owner further agrees that ITRVBS and Operator shall have the right but not the obligation, in the event of emergency or operational necessity, to immediately, and without prior notice to Owner, relocate Owner's RV/Boat to another Storage Space. Owner hereby grants to ITRVBS and Operator permission to board the RV/Boat for the purpose of moving the RV/Boat to another Storage Space in such circumstances and it is understood and agreed that as long as ITRVBS and/or Operator is not guilty of intentional misconduct or gross negligence neither the ITRVBS nor Operator, nor their respective employees, officers or agents, shall be liable for any loss/damage resulting from such movement of the RV/Boat.

Owner hereby acknowledges that it has inspected (or had an opportunity to inspect) the Storage Space, its surrounding environs and those portions of the RV/Boat Storage Facility and associated with the Storage Space. Owner understands that neither ITRVBS nor Operator warrants the condition of the Storage Space, the RV/Boat Storage Facility, or the surrounding environs, and that users of the Storage Space and the RV/Boat Storage Facility do so at their own sole risk. Owner agrees to accept the Storage Space in its "AS-IS" condition.

(b) **Optional Services.** Pursuant to this Agreement, ITRVBS may also provide other optional services to assist in the placement of the RV/Boat for Owner ("Optional Services"). These Optional Services shall be provided pursuant to the fee schedule as provided by Operator and attached hereto as Attachment "A," and shall be governed by all of the terms of this Agreement.

4. **Storage Space Use.** The Storage Space is for Owner's exclusive use in connection with the RV/Boat. Owner further agrees that the RV/Boat and the Storage Space shall be used for recreational purposes only and not in any commercial undertaking or purposes without the prior written approval of ITRVBS. Except as provided in this Agreement, Owner agrees not to use the Storage Space, the RV/Boat Storage Facility, for any other purpose nor to engage in or permit any other activity within or from the Storage Space, the RV/Boat Storage Facility. Owner shall not commit or permit any waste or nuisance to be committed on or around the RV/Boat, in the Storage Space, the RV/Boat Storage Facility, and neither it or its guests, agents or invitees may commit any act of waste or nuisance, improper conduct or any other act which might disturb the quiet and peaceful use of any portion of the by others. Owner agrees no improvements shall be erected, placed upon, operated, nor maintained within or from the Storage Space nor shall any business be conducted or carried on therein or there from, in violation of the terms of this Agreement, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction. The rental agreement is for storage only, and owner shall not reside on premises at any time. This Agreement and the rights and privileges granted Owner in and to the Storage Space, the RV/Boat Storage Facility are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the Storage Space and the RV/Boat Storage Facility.

5. **Owner's Risk.** This Agreement is for the use of space only for storage (and the Optional Services as indicated on Attachment "A," attached hereto), such Storage Space to be used at the sole risk of Owner, and ITRVBS shall not be liable or responsible for the care or protection of the RV/Boat (including gear, equipment and contents) or any loss or damage of whatever kind or nature to the RV/Boat, its contents or equipment, howsoever occasioned. ITRVBS shall not be responsible for injuries to persons or property occurring thereon or on any part of the premises or for any other reason whether herein specifically stated or not. Owner further assumes full responsibility for providing adequate covering to protect the RV/Boat from any and all perils, and for the proper maintenance of such covering while the RV/Boat is on the premises.

6. **Compliance With Laws, Rules, and Regulations.** Owner agrees to comply and secure the compliance by its invitees, guests, and employees with all applicable federal, state, and local statutes, regulations, and official policies and rules pertaining to the ownership, use, operation, maintenance, and repair of the RV/Boat and all activities of any of such persons occurring within the RV/Boat Storage Facility and the (collectively, the “ Rules”), including any amendments to any of the Rules in effect as of the date this Agreement is being executed, as fully as though the Rules were set forth herein, and should any breach of this Agreement or violation of any such rules occur, this Agreement may be immediately terminated by ITRVBS, and ITRVBS may remove the RV/Boat from the Storage Space at Owner’s risk and expense, and retake possession of the Storage Space. The Rules may include but are not limited to hours of operation of the RV/Boat Storage Facility, restrictions on Owner’s right to enter into the RV/Boat Storage Facility and areas in and around the RV/Boat Storage Facility where potentially hazardous activities are occurring, clean-out of any holding tanks and storage containers on the RV/Boat containing human waste, food, and degradable products, a prohibition on smoking within the RV/Boat Storage Facility and any other enclosed buildings, and restrictions on the types and quantities of fuel and combustibles that Owner is permitted to possess and store on the RV/Boat.

7. **Payment of Monthly Fees.**

(a) Owner shall tender all payments hereunder, including payments for the Storage Space and Optional Services, to ITRVBS at Operator’s office or via mail addressed to 231 Post Office Drive, Suite B-8, Indian Trail, NC 28079, or such other place as may be designated by ITRVBS from time to time. **PAYMENTS OF ALL FEES AND CHARGES ARE DUE ON THE FIRST (1ST) DAY OF EACH MONTH WITH OR WITHOUT A BILLING STATEMENT AND ALL STORAGE FEES NOT PAID BY THE DUE DATE SHALL BE DELINQUENT.** Owner further agrees to pay as an additional fee any and all excise or other taxes that may be imposed or levied on or against the RV/Boat by any governmental agency and to maintain such taxes current. Any failure to make payments when due under this Agreement shall constitute a material breach of this Agreement. If Owner is in breach of this Agreement, ITRVBS may immediately terminate this Agreement and pursue all remedies available at law or in equity.

(b) Owner shall reimburse ITRVBS a \$25.00 administrative fee for any check or automatic clearing house (ACH) charge returned to ITRVBS or Operator as unpayable, for any reason. After tender of a returned check ITRVBS may require Owner to thereafter tender payment by bank check or money order. Failure to pay fees due by the **tenth (10th) day** of the month will result in a charge to Owner of a late charge in the amount of five percent (5%) of the monthly fee due for each month a delinquency continues until the account is brought fully current. In addition, a \$200.00 administrative fee will be imposed and added to Owner’s account and his/her RV/Boat on any occasion when ITRVBS prepares legal documents to recover the amounts due and/or possession of the Storage Space. A failure to timely pay the Storage Fee and any other fees and costs then due will result in enforcement of ITRVBS’s rights and remedies, including as appropriate those under this contract and pursuant to admiralty law.

8. **Default Under Agreement by Owner.** Owner shall be in default under this Agreement in the event:

(a) Owner fails to make any payment of Storage Fees or other fees or charges when due;

(b) Owner attempts to make or suffers to be made any transfer or assignment of this Agreement or the Storage Space without ITRVBS’s prior written consent, which consent to the fullest extent of the law may be withheld by ITRVBS in its sole and absolute discretion;

(c) Owner attempts to make or suffers to be made any sublicensing of the Storage Space without ITRVBS’s prior written consent, which consent to the fullest extent of the law may be withheld by ITRVBS in its sole and absolute discretion;

(d) Owner fails to provide the insurance in the form and in the amounts required herein;

(e) Except as permitted herein, Owner vacates the Storage Space for longer than thirty (30) days without the prior written consent of ITRVBS or Owner otherwise abandons the Storage Space; or

(f) Owner fails to observe, keep, perform or cure within three (3) days after written notice from ITRVBS any of the other terms, covenants, agreements or conditions contained in this Agreement.

9. **ITRVBS Remedies.** Upon the occurrence of a default by Owner under this Agreement, in addition to and without waiving any other rights or remedies available to ITRVBS at law or in equity or otherwise provided in this Agreement, ITRVBS may, at its option, cumulatively or in the alternative, exercise all or any of the following remedies:

(a) Lien Rights and Remedies. ITRVBS may pursue, at its sole election, all other measures available to enforce its remedies available in admiralty, at law and/or equity, including vessel arrest or attachment, sale of the RV/Boat pursuant to federal maritime law, the North Carolina RV/Boaters Lien Law, and any other available remedy, without prior notice to Owner, and may exercise other rights herein detailed. By execution of this Agreement, Owner acknowledges that pursuant to the terms of this Agreement, ITRVBS shall have a lien on the RV/Boat for money which may become due under this Agreement. Owner agrees ITRVBS and Operator have the right to take possession and control of and remove and store the RV/Boat, at Owner's sole risk and expense, for the purpose of perfecting and executing upon ITRVBS's statutory lien rights in the RV/Boat. Upon ITRVBS's commencement of actions to obtain a lien against the RV/Boat, Owner shall be charged a two hundred dollar (\$200) lien process fee. Should ITRVBS take action against Owner to enforce payment of any sum due hereunder or to enforce any obligation of Owner hereunder, Owner agrees to pay costs of such action, including all costs of investigation and preparation and all post-judgment costs to enforce any final order or judgment obtained in such action, together with expert witness fees and reasonable attorney's fees.

(b) Right to Terminate. ITRVBS's obligation to provide storage under the Agreement may be unilaterally terminated by the ITRVBS in the event of Owner's default under this Agreement at which time ITRVBS may pursue any or all of its legal, equitable and/or admiralty remedies.

(c) Waiver of Breach. The waiver of any breach hereof by ITRVBS shall not constitute consent to any further breaches. Any violation hereof shall automatically be deemed a default under the provisions of this Agreement.

10. Liability and Indemnity.

(a) In addition to all other liability and indemnity provisions herein contained, Owner, as a material part of the consideration to be rendered ITRVBS under this Agreement, hereby waives all claims, causes of action, liabilities and losses (collectively "Claims") against ITRVBS and Operator and their respective elected and appointed officials, officers, agents and employees (collectively "ITRVBS" for interruption of or interference with service, and all claims for damage to the RV/Boat, its gear and its equipment, or any goods, wares, or equipment in, upon, or about the RV/Boat or the RV/Boat Storage Facility, and for injuries or death to persons including, but not limited to, Owner's family, agents, licensees or invitees, including all such Claims relating to events or occurrences arising from any cause whatsoever and at any time on, in or about the RV/Boat and the RV/Boat Storage Facility including, but not limited to, theft, fire, acts of God, riots, strikes, collision, insufficiencies involving the electrical and other utility systems, chaffing, sinking, or other causes. Owner agrees to indemnify, protect and defend ITRVBS from and against all such Claims, with such attorneys as may be approved by ITRVBS. Payment is not a condition precedent to the obligation to defend the ITRVBS Parties under said indemnity.

(b) During the term of this Agreement or while the RV/Boat remains in the possession of ITRVBS or its assignee, all risk of loss of or damage to the RV/Boat shall be upon Owner. ITRVBS shall not under any circumstances whatsoever be charged with or liable for direct or consequential damages sustained by Owner or his/her family, employees, invitees, charterers or underwriters by reason of the loss of or damage to the RV/Boat caused by theft, fire, act of God, collision, chafing, dock maintenance or faulty repair occasioned by ordinary negligence, or by reason of any other cause, or for property damage or economic loss of any kind, or for personal injury or death. Owner agrees to indemnify, protect and defend the ITRVBS Parties from and against any and all actual or potential liability arising or potentially arising from any such damage, injury, death or loss, with such attorneys as may be approved by ITRVBS.

(c) The liability of ITRVBS (whether by virtue of any act or omission of ITRVBS itself or an act or omission of the Operator or an act or omission of both ITRVBS and Operator) may be established only by way of an affirmative showing of gross negligence or willful misconduct. Liability, if so established by way of such a showing, shall be strictly limited to the cost of repair, correction or replacement, and in no event shall ITRVBS or Operator be liable for any consequential damages whatsoever.

11. Termination. This Agreement may be terminated by either party, by no less than thirty (30) days written notice to the other (unless the notice of termination is given due to default of Owner), provided that if Owner desires to terminate this Agreement, all rent to and including the date fixed for termination is paid on or before the date Owner gives such notice. Notices may be personally delivered or deposited in the United States mail. Deposit of a letter, first class, postage prepaid, in the United States mail addressed to the other party at the address provided for ITRVBS or the address for Owner in Attachment "A," as applicable, shall be deemed to have been received by the addressee and become effective five (5) days after postmarked. Unless the RV/Boat and any trailer or any other equipment and personal property of Owner's are removed by the termination date, ITRVBS has the right to remove and impound same and to re-rent the space without removing Owner's debt(s) herein. In the event Owner holds over and fails to completely vacate by the applicable termination date, Owner hereby agrees

to pay ITRVBS (delivered to Operator) at ITRVBS's option an additional amount of \$20.00 per day (in addition to the Storage Fees also due) for each day that Owner is in possession of the Storage Space beyond the applicable termination date.

12. **Maintenance of RV/Boats.** Owner shall not permit paint remover, burning of paint, or spray guns to be used on top side or above decks, nor shall Owner paint topsides while in the Storage Space or the RV/Boat Storage Facility; No maintenance of any kind is permitted while on the storage property. Owner at all times shall keep and maintain the RV/Boat in a safe and seamanlike condition and shall meet ITRVBS standards for appearance and maintenance. The use of electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, etc., is prohibited.

13. **Non-Transferability of Agreement.**

(a) Owner agrees that should its sell or part with possession of the RV/Boat that this Agreement is automatically terminated, and the new owner or possessor has no right whatsoever under this Agreement. Should Owner transfer any interest in, or part with possession of RV/Boat such that Owner no longer qualifies under Section 1(f) hereof, or if Owner parts with possession of the RV/Boat, the new owner(s) and/or possessor(s) of the RV/Boat shall have no right to the Storage Space, no rights under this Agreement and upon notice of such transfer from Owner this Agreement shall terminate. The sale, assignment or transfer of any interest in the RV/Boat from Owner inconsistent with Section 1(f) of this Agreement shall constitute a sale of the RV/Boat pursuant to this Agreement. OWNER AGREES, FOR HIMSELF AND ALL HIS SUCCESSORS, THAT UPON SUCH TERMINATION HE WILL IMMEDIATELY REMOVE OR CAUSE THE RV/BOAT TO BE REMOVED FROM SAID STORAGE SPACE. OWNER FURTHER AGREES THAT SAID RV/BOAT MAY BE REMOVED AS A TRESPASSING RV/BOAT. THE TRANSFER OF ANY INTEREST IN OR POSSESSION OF THE RV/BOAT SHALL NOT RELIEVE OWNER OF HIS OBLIGATIONS HEREUNDER.

(b) Owner understands that it is not allowed under the terms of this Agreement to bring any RV/Boat other than the one described in Attachment "A" hereto into the assigned Storage Space. A new Attachment "A" must be filled out by Owner if Owner sells or transfers the RV/Boat and replaces the RV/Boat with a new RV/Boat that is appropriate for the Storage Space within the time permitted under this Agreement, and upon ITRVBS's written approval. Owner shall not represent to any third party that the Storage Space is transferable with the RV/Boat and shall indemnify, defend and hold the ITRVB harmless for any damages resulting from such representation.

14. **Insurance.**

(a) Owner agrees to purchase all required insurance at Owner's expense and to deposit with ITRVBS and Operator certificates of insurance, including all endorsements required herein, necessary to satisfy the ITRVBS that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the ITRVBS and Operator during the entire term of this Agreement. This Agreement shall automatically terminate at the same time Owner's insurance coverage is terminated. If within ten (10) business days after termination under this Clause Owner obtains and provides evidence of the required insurance coverage acceptable to ITRVBS, this Agreement may be reinstated at the sole discretion of ITRVBS.

(b) Owner agrees that Owner shall not operate on the Storage Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of ITRVBS and Operator. In no cases shall assurances by Owner, invitees, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. ITRVBS will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Owner also agrees that upon cancellation, termination, or expiration of Owner's insurance, ITRVBS may take whatever steps are necessary to interrupt any operation from or on the Storage Area until such time as ITRVBS reinstates the Agreement.

(c) If Owner fails to provide ITRVBS with a valid certificate of insurance and endorsements, or binder at any time during the term of the Agreement, ITRVBS and Owner agree that this shall constitute a material breach of the Agreement. Whether or not a notice of default has or has not been sent to Owner, said material breach shall permit ITRVBS or Operator to take whatever steps necessary to interrupt any operation from or on the Storage Area, and to prevent any persons, including, but not limited to, members of the general public, and Owner's, invitees, employees and agents, from entering the Storage Area until such time as ITRVBS is provided with adequate evidence of insurance required herein.

(d) The policy or policies of insurance must be issued by an insurer licensed to do business in the state of North Carolina Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category). If the carrier is a

non-admitted carrier in the state of North Carolina, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Owner shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Protection and Indemnity Insurance (P & I)	\$300,000 combined single limit per occurrence.

(e) All liability insurance required by this Agreement shall be at least \$300,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$1,000,000.

(f) ITRVBS of shall be added as an additional insured on all insurance policies required by this Agreement with respect to work done by the Owner in the work area designated for limited repairs authorized by ITRVBS under the terms of this Agreement (except Workers' Compensation/Employers' Liability, Professional Liability (if required). An additional insured endorsement evidencing that the ITRVBS is an additional insured shall accompany the certificate of insurance.

(i) All insurance policies required by this Agreement shall give the ITRVBS thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the certificate of insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

15. **Security.** ITRVBS provides no security protection within the RV/Boat Storage Facility and ITRVBS assumes no responsibility whatever for the personal safety of Owner or his/her invitees, guests, or employees, or for the safety of any vessels or their appurtenances. If ITRVBS elects from time to time to provide any supplemental or extraordinary security services in or around the RV/Boat Storage Facility, it is understood such security is solely for the protection of ITRVBS's property and creates no duty by ITRVBS to Owner.

16. **Damage to ITRVBS Property by Owner, Etc.** Owner shall immediately report to ITRVBS (c/o Operator) any damage caused by Owner, Owner's guests/invitees, or Owner's RV/Boat to ITRVBS property, the RV/Boat Storage Facility. In the event ITRVBS property is damaged or destroyed by any negligent conduct by Owner or his/her guests or invitees, or the negligent failure of Owner to maintain or operate his/her RV/Boat, Owner shall immediately, upon demand by ITRVBS and presentation to Owner of a statement of damages, tender full payment to ITRVBS to cover the cost of such damage(s) or loss(es).

17. **Emergency.** In case of emergency, as determined by ITRVBS shall be authorized to move the RV/Boat, if possible or practical, to a safer area to protect the RV/Boat, property or general welfare if the RV/Boat is unattended, and Owner cannot be reached. However, under no circumstances is ITRVBS under any obligation to provide this service. Any cost incurred by ITRVBS shall be borne by Owner. Owner agrees to indemnify, defend, and hold the ITRVBS harmless from and against any and all claims, liability, loss or damage caused by or to the RV/Boat which may arise of out of failure of Owner to move the RV/Boat, the inability of ITRVBS to reach Owner, or by the movement of the RV/Boat by ITRVBS in general; Owner shall be solely responsible for any and all emergency measures.

18. **Effect of Damage or Destruction.** In the event of damage to or destruction of all or a portion of the RV/Boat Storage Facility, or the Storage Space by fire, flood, earthquake, or any other cause or causes, ITRVBS shall have the option to: (a) treat this Agreement as continuing and repair or restore RV/Boat Storage Facility, or Storage Space to their condition before such damage or destruction within thirty (30) days of the occurrence of the same or, if insured, within thirty (30) days after the ITRVBS receives permission from the insurer to proceed with repair or restoration; or (b) terminate this Agreement and all further obligations hereunder of either party by written notice to Owner. After the occurrence of such damage or destruction, Owner's obligation to pay fees hereunder shall be abated in an amount which ITRVBS, in its sole discretion, shall determine to be proportionate to the portion of the Storage Space tendered unfit for use by Owner during the period of repair or restoration.

19. **RV/Boat Abandonment -- Disposal At Owner's Cost.** If Owner fails to pay the Storage Fee or other fees as required herein, or if it fails to remove the RV/Boat from the Storage Space following termination of this Agreement, it is agreed the RV/Boat will be regarded for all purposes as a trespasser. It is agreed that in such event ITRVBS shall charge Storage Fees for the RV/Boat at the then current impound RV/Boat rates until such time as the RV/Boat is removed or disposed of as provided by state and/or federal law. In the event ITRVBS terminates this Agreement by providing written notice to Owner (at his/her last known address) of such termination, Owner shall immediately remove his/her RV/Boat from the facility. After the date of such termination storage rates for the RV/Boat, which will be regarded as a trespasser, will be calculated at the then current impound RV/Boat rate. If for any reason the RV/Boat is not removed within 60 days of the date of termination of this Agreement it is agreed the RV/Boat shall be conclusively regarded for all purposes as having been abandoned. In such event, ITRVBS shall become entitled to dispose of the RV/Boat in any manner, including but not limited to destruction, public or private sale, or any other means. If the RV/Boat is disposed of in such manner, Owner shall indemnify, protect and defend the ITRVBS Parties from and against all actual or potential liability (including but not limited to legal claims, liens and judgments) arising from or in any

way pertaining to such RV/Boat disposal. Owner shall be liable for all costs of such disposal, including but not limited to surveying costs, disposal costs, storage costs, and legal fees.

20. **Notice.** All notices by one party to the other under this Agreement shall be in writing and mailed via United States first class regular mail, postage prepaid. Notice to Owner shall be to Owner's address indicated on Attachment "A". It is Owner's sole responsibility to notify ITRVBS of any change of this address, and Owner agrees that notice sent to Owner's address as listed in Attachment "A" shall be conclusively deemed as legally effective until such date that Owner delivers a proper change of address form to Operator. ITRVBS reserves the right to change its address for notification purposes by providing written notice of such change to Owner at his/her last known address.

Notice by Owner to ITRVBS shall be mailed to:

Indian Trail RV/Boat Storage, LLC
231 Post Office Drive, Suite B-8
Indian Trail, NC 28079

21. **Entire Agreement.** The Agreement contains a complete expression of the Agreement between the parties hereto and there are no promises, representation, agreements, warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided by the Agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits allowed by law.

22. **Waiver & Severability.** The failure of ITRVBS to insist upon the performance of any term hereof, or the waiver of any breach of any term hereof, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No action taken by ITRVBS in equity or at law, whether in state or federal court, shall be construed as a waiver of ITRVBS's rights at law or in equity, including its right to recover as part of its lien directly against the RV/Boat all costs incurred in connection with collection of Storage Fees and other fees due under the Agreement. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions. In the event any term or condition herein contained is held to be invalid, the parties agree the remaining provisions shall be deemed to be in full force and effect, as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

23. **Disposition of Abandoned Personal Property.** If Owner abandons the Storage Space or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Owner, except as otherwise provided herein and left within the Storage Space, the RV/Boat Storage Facility, or the ten (10) days after such event shall be deemed to have been transferred to ITRVBS. ITRVBS shall have the right to remove and to dispose of such property without any ITRVBS liability therefore to Owner or to any person claiming under Owner, and shall have no need to account for the property.

24. **Waiver of Jury Trials.** Each party acknowledges that it is aware of and has had the opportunity to obtain the advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any claim of injury or damage.

25. **Governing Law and Venues.** This Agreement has been negotiated and executed in the State of North Carolina and shall be governed by and construed under the internal laws of the State of North Carolina, without regard to conflict of laws principles. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Union County, North Carolina.

26. **Owner's Legal Capacity.** The person signing below as "Owner" attests that it is legally entitled to bind the RV/Boat and all of Owner's co-owners of the RV/Boat to all terms of this Agreement, that in the event the person signing below is not the sole owner of the RV/Boat, then he/she has obtained the express permission of all persons with an ownership or equitable interest in the RV/Boat, to all of the provisions set forth in this Agreement.

THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN THE PARTIES HERETO. BY SIGNING AND DATING BELOW, YOU WILL BE SIGNIFYING TO ITRVBS THAT YOU HAVE

READ, UNDERSTAND AND FULLY AGREE TO ABIDE BY EACH TERM OF THE AGREEMENT.

Owner

Date

Indian Trail RV/Boat Storage, LLC

Date

ATTACHMENT "A"
STORAGE AGREEMENT

ACCOUNT# _____ SPACE# _____ SIZE: _____ EFFECTIVE DATE: _____

ACCESS CODE# _____

OWNER'S NAME _____

HOME ADDRESS _____

MAILING ADDRESS _____

PHONE# _____

EMAIL _____

EMPLOYER'S NAME AND ADDRESS _____

BIRTHDATE _____ DRIVERS LICENSE# _____

RV/BOAT INFORMATION:

YEAR: _____

MAKE/MODEL: _____

LENGTH: _____

MAKE OF TRAILER _____

TRAILER LIC # _____

EMERGENCY INFORMATION:

NAME: _____

PHONE: _____ RELATIONSHIP: _____

By signing this contract I understand and agree that the maximum overall length of any and all RV/Boats to occupy this Storage Space, including all extensions shall not exceed _____.

Owner's Signature

Date