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CALIFORNIA MONTHLY RENTAL AGREEMENT FOR VEHICLE, VESSEL, TRAILER, MOTORS, MOTORCYCLES, AND AIRCRAFT STORAGE TERMS & CONDITIONS

THIS RENTAL AGREEMENT is executed on the Execution Date stated in the Terms and Conditions section of the Rental Agreement by and between El Dorado Hills Boat, Wine and Self Storage, LLC, ("Owner," "We," "Our") at the Self-Service Storage Facility named hereinabove (hereinafter the "Facility"), and the Occupant named hereinabove (hereinafter "You", "Your"). Owner hereby rents to You, and You hereby rent from Owner, the specific storage Space (hereinafter "the Space"), designated hereinabove, in the Terms and Conditions section of this Agreement for the express purpose of storing a vehicle, vessel, boat, motor or aircraft ("Vehicle") listed in this Rental Agreement, and with the express agreement that no bailment or deposit of goods or Personal Property for safekeeping by Facility is intended or created. By this Agreement, the Facility is neither engaged in the business of storing goods for hire nor warehousing, but is simply a landlord renting the Space in which You may store the Vehicle belonging to You, that the Space shall be under Your exclusive control, that Facility will not take custody, control, possession or dominion over the contents of the Space except according to, and under the applicable provisions of, the California Self-Service Storage Facility Act (*California Business & Professions Code* sections 21700, *et seq.*, hereinafter referred to as the "Self-Storage Act"), and/or under other provisions of California law. The Facility does not agree to provide protection for the Facility, the Space, or your Vehicle; rather this Agreement creates a tenancy for self-service storage by You of the Vehicle the ownership of which Facility shall, at all times, have the legal right to conclusively presume is Yours, even were You to ostensibly inform Facility to the contrary: **TERMS OF TENANCY:** The terms of the tenancy created by this Agreement are the following:

a. Periodic Tenancy. This tenancy created by this Agreement shall commence as of the Execution Date, as stated hereinabove, and thereafter the term of such tenancy shall continue on either a month-to-month or one-year basis, whichever tenancy period has been elected by You in the Terms and Conditions section of the Rental Agreement hereinabove. If a month-to-month tenancy is elected it shall commence on the Execution Date and the first term shall expire on the last day of the first full month after the Execution Date and then continue for every consecutive calendar month thereafter, renewing automatically by Your holdover in the Space and the acceptance by Owner of Rent, until such tenancy is either terminated by operation of law or pursuant to the termination provisions of this Agreement. If a one-year tenancy, the tenancy begins on the Execution Date and ends on the last day of twelfth full month thereafter. If You have not served Notice on Owner or Owner has not served notice on You at least by 30 calendar days prior to the expiration of the tenancy created by this Agreement, then this Agreement shall be deemed renewed on a month-to-month basis thereafter subject to the same terms, conditions and provisions herein, with the exception that the Monthly Rent payment for such renewal tenancy may be increased as provided in a written Notice to You.

b. Rent. "Monthly Rent Amount" stated hereinabove is the monthly rent amount due each month, payable to the Owner or its agent, and must be received by Facility or its agent, in advance by the First Day of each month stated hereinabove, of each consecutive calendar month, and is delinquent if not so timely received. Rent must be paid monthly even if You are on an annual term, unless other arrangements are made with Owner. If the Execution Date of this Rental Agreement is not the first day of a month, then You have paid prorated Rent for this partial month and one full month's Rent in advance of taking possession as described in the Terms and Conditions section of this Rental Agreement. The "Next Rent Due" section of the Terms and Conditions of this Rental Agreement shall be dispositive of the amount paid and the Next Renewal Date. You agree to pay Rent in person, by mail, or with credit card (in person, phone authorization, or by written authorization,) and shall not pay Rent in the form of cash into the office by mail or any "drop slot." It is expressly agreed that Owner does not send monthly statements or reminders of Rent due dates. You may request monthly billings by checking the box marked "Monthly Bill" above. A Five Dollar (\$5.00) service charge shall be included in each bill for this option. You shall not fail to pay Rent even if You do not receive an invoice or bill. Owner may require payments of Rent to be in the form of money order or cashier's check in the event You are in Default or has any payment due Owner returned for any reason, including insufficient funds. Rent is non-refundable. Any rent payment made by the internet or payment kiosk (if available) must be in the full amount due at the time of payment. If less than full payment is made over the internet or at the kiosk, said payment shall be deemed automatically refused and any sums submitted shall be returned to You at Your last known address, even if You obtain a receipt from the internet site or kiosk. No payments including internet or kiosk can be made within forty-eight (48) hours of a lien sale, all payments must be made in hand to Owner and accepted by Owner or Owner's agent. Owner reserves the right to require any payment made by credit card that is more than thirty (30) days delinquent to be made by You in person with a credit card in their own name so Owner can manually process the credit card.

c. Late-Payment. In the event (a) the full Rent Amount payment is not received by Facility, or Facility's agent, by Midnight of the tenth (10th) day following the First of the month, or (b) any check tendered to Facility as payment of any rent payment is dishonored by any bank, and at least ten days has elapsed from the Rent Due Date for such payment, You agree to pay Facility a late-payment fee for each such late Rent payment, as follows:

If Monthly Rental Rate Actually Charged For The Space Is:

The Late-Payment Fee Is:

\$60.00, or less	\$10.00
Greater than \$60.00, but less than \$100.00	\$15.00
\$100.00, or more	\$20.00, or 15% of the monthly rent, whichever is the greater.

d. Payment of Delinquent Rent/Other Charges. After a Preliminary Lien Notice has been sent to You, Facility has the right to refuse any payment of rent, late-payment fees, and/or other charges and fees provided for in this Agreement, not tendered in cash, money order or bank certified or cashier's check, and has the right to refuse any partial payment of rent, late-payment fees, and other charges; **provided, however,** that pursuant to *California Code of Civil Procedure* §1161.1(c), Facility's acceptance of any partial payment of rent, late-payment fees and/or other charges after providing You with a Preliminary Lien Notice, a Notice of Lien Sale, or after serving You with a Notice to Pay or Quit, as may apply, shall not constitute a waiver of any of Facility's rights, remedies or defenses provided in this Agreement and/or under California law but, instead, shall serve only as evidence of that payment only. In the event Facility accepts any such partial payment from You at any time, You hereby agree that You shall never, to the extent permitted by law, rely on the fact of such acceptance by Owner to advance an "estoppel" or "waiver" defense, or any similar legal principle as a legal argument, and You hereby forever waive any such arguments. All payments received are applied first to any outstanding late payment fees and other charges and then to the oldest outstanding Rent due.

e. Dishonored Check. In the event any check written by You is dishonored by Your bank, in addition to the amount stated in the box hereinabove as a service fee to Facility, You also agree to pay any and all charges incurred by Facility to Facility's bank as a consequence thereof.

f. Facility May Change Terms. If the Tenancy is Month-to-Month, Facility may, at any time, in its sole discretion, unilaterally change any terms of tenancy, or any of the dollar figures set forth in this Agreement, (by mailing written notice to You at the address last known to Us given by You in writing) at least forty-five (45) days prior to expiration of any period of tenancy created by this Agreement. In the event You do not consent to such change, Your sole remedy is to terminate the tenancy created by this Agreement, by giving proper notice to Owner, and to timely vacate the Space, and Your failure to do so within thirty (30) days following the date on which notice of such change was given to You shall constitute a conclusive presumption that You consent to such changes. If the Tenancy is for One Year, during any such Tenancy period Owner may similarly change such Terms of Tenancy except for the Rental Rate which shall remain fixed throughout the Tenancy period.

2. CREDIT/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES: You have authorized Owner to automatically charge or debit the credit/debit card referenced in the Summary Terms and Conditions section of the Rental Agreement (which is owned by You or upon which You have authority to charge) on the First Day of each month or as soon as reasonably practicable thereafter, in the amount stated in the Terms and Conditions section of this Rental Agreement, as Rent and Additional Rent for each and every month You continue to occupy the Space. This authorization shall continue and include any increases in Rent and other charges assessed to You. In any circumstance, in the event You terminate this authorization or the Rental Agreement owing any Rent or other charges due to Owner, Owner may charge/debit Your credit/debit card any sum due and owing upon termination including, but not exclusively, damages to the Space or Facility, outstanding Rent due, any other default charges, clean up charges, dumpster charges, and any other sums due and owing at the termination. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of the

Rental Agreement.

3. SECURITY DEPOSIT: Owner acknowledges receipt of the Security Deposit, if any, as specified above which shall secure Your performance of all terms of this Rental Agreement. You agree that Owner need not segregate the Security Deposit from other funds and that no interest will be due You for the period during which the Security Deposit is held. The Security Deposit shall be returned to You within thirty (30) days of termination, if You give proper notice as described in Provisions 4 and 21, less all charges for cleaning, repairing or otherwise preparing the Space for rental to others. Owner may also deduct from the Security Deposit any unpaid Rent, damages, charges, costs, or expenses due to Owner. Any concessions received for a term not fulfilled must be repaid to Owner and may be deducted from the security deposit or prepaid Rent.

4. TERMINATION: If a Month-to-Month Tenancy, the tenancy created by this Agreement may be terminated by either party giving to the other party at least thirty (30) days prior to the end of the term written notice of such termination (one calendar month notice.) Owner may also terminate this Rental Agreement with thirty (30) days notice to You. Upon vacation of the Space You shall leave the Space in good condition and repair, and in condition as good as when You took possession of the Space. You shall be responsible to reimburse Facility immediately for all damage caused to the Space by You, Your employees, agents, representatives, invitees, guests or authorized entrants. Facility's right and remedy of termination of Your tenancy is cumulative of, and in addition to, any and all other rights and remedies Facility may have at law, in equity, and under the terms of this Agreement due to Your breach of this Agreement. In the event You notify Facility of Your termination of this tenancy, You agree that any of Your Property remaining in, or outside, the Space after the vacation date may be treated by Facility as property abandoned by You to Facility, and that, notwithstanding any laws to the contrary, which laws You expressly waive, after such date Facility shall automatically become the sole owner of such property, shall have the legal right to dispose of such property by whatever means Facility decides, and to retain the proceeds of any sale of such property without any duty to account to You for such proceeds. Upon vacation of the Space You shall leave the Space in good condition and repair and in condition as good as when You took possession of the Space.

5. OTHER CHARGES AND FEES: You are in Default if Rent is not paid by the First day of each month, and any Rent accepted thereafter shall be at the sole discretion of the Owner. For the purpose of determining if Rent is paid on time by mail, the date the payment is received in the Owner's office, not the postmark date is used. Notwithstanding the date that other fees and charges are imposed, if payment is not made within **twenty-eight (28) days** of when due, Owner may begin enforcement of its lien against Your Vehicle. You shall pay Owner all other costs and expenses incurred by Owner arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Owner, Owner's collection of any amount owed by You, or the exercise of any remedy by Owner upon a Default by You (including the sale or other disposition of Your Vehicle) as permitted under this Rental Agreement or by law. You shall be liable to Owner for Owner's attorney's fees incurred in enforcing any of Owner's rights or Your responsibilities under this Rental Agreement. All payments received after the close of business are considered as received the next business day.

6. VEHICLE, BOAT & RV STORAGE: You covenant and agree to use and occupy the Space solely for the purposes of storage of the Vehicle(s) as identified herein, and specifically agrees that You shall not use the Space for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the Vehicle stored at the Space and in no event may the Vehicle be stored unless the fuel tank is full to avoid gas fumes. If the Vehicle is stored without a full tank of gas, You hereby authorize Owner to enter the Vehicle, fill the Vehicle gas tank, charge You for the fuel and service charges at Owner's then posted rate, and such charge will be deemed as Additional Rent due and payable within five (5) days of invoice from Owner to You. This may include charging Your account or credit card on file. In all circumstances if Owner discovers the Vehicle stored does not have a full tank of gas on or After November 15th, Owner shall fill the tank and charge as described above. You shall maintain a drip pan or absorbent pad specifically designed to absorb petroleum based products under the Vehicle(s) of sufficient size to retain any fluids that may leak from the Vehicle. All "portable" gas tanks including LP and those attached to RV motors must be removed and shall not be stored in the Vehicle and may not be stored in the Space. No property or personal items may be stored in the Vehicle other than items that are fixtures of the Vehicle. Only one self-contained Vehicle or item is allowed in the Space unless otherwise permitted, in writing, by Owner by completing the section entitled "Additional Vehicle Information." You shall not store any other vehicle other than the Vehicle (s) described in this Rental Agreement. **All vessels shall be winterized by November 15 of each calendar year unless an agreement has been made in writing with the General Manager to the contrary. If you do not provide verifiable written proof to the General Manager that your vessel has been winterized by November 15 you hereby authorize GoldKey Boathouse to winterize your vessel at our standard rate.**

Hazardous Substances: You shall not use or allow the Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner (see Provision 7 regarding fluids contained in the Vehicle). The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means: i. Any substance defined as a "hazardous substance" under CERCLA; ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and; iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

7. VEHICLE REQUIREMENTS: Owner must approve of any Vehicle proposed to be stored. Owner permits the storage of boats, covered or enclosed trailers, trucks, and RVs, cars, aircraft, and other vehicles which meet the guidelines stated in this Rental Agreement. The intent of this Rental Agreement is to store Vehicles for long term storage, there shall be no vehicles stored which need to be used on a daily basis without Owner's permission. Further, the Vehicle must display current state registration at all times, You should not remove any license plates or tag for storage, and You must maintain all tires (or trailer tires) inflated. The Vehicle must be in good operating condition and must be driven onto the Facility and into the Space (unless a boat on a trailer). The Vehicle must have no broken glass and visible rust must be less than 5% of the total surface of the Vehicle. If the Vehicle will be absent from the Space for more than ten (10) consecutive days, You agree to notify Owner of Your intent to remove the Vehicle for an extended period of time and advise Owner of the estimated return date for the Vehicle. Trailer wheels must be blocked or chocked. Trailer tongues and lock stands must be placed on wood or other stands so as not to damage the ground of Space or the asphalt of the Facility.

8. OWNER'S LIEN: Pursuant to California Business and Professions Code Section 21702, California Civil Code 3067 et seq. or California Harbors & Navigation Code § 500 et seq., upon Your storage of property in the Premises, Owner, its administrators, sublessors and assigns have a lien against all property located on the Premises and on the proceeds of such property for: (i) all rent, labor, late payment fees, or other charges present or future incurred pursuant to this Rental Agreement and for expenses necessary for the relocation, safekeeping, sale, or disposition of the stored property. This lien arises and attaches if rent or other charges remain unpaid for 14 consecutive days after it was due.

9. VALUE OF STORED PROPERTY; LIABILITY FOR LOSS: You agree not to store property in the Space inclusive of the Vehicle with a total value in excess of \$10,000.00 without the prior written permission of the Owner. If such written permission is not obtained, the value of property shall be deemed not to exceed \$10,000.00. The Space is not appropriate for storage of irreplaceable Vehicles or Vehicles which have an unknown immediate resale market value, or Vehicles which have a special or emotional value to You. By this Rental Agreement, Owner is generally not liable for the loss of or damage to Your property. In the event any competent court of law adjudicates Owner liable for any loss, or damage, for any reason, You agree that Owner's liability shall not exceed the negligence limit listed below. This provision shall not constitute an admission that Your property has any value whatsoever. Higher value limits may be available from Owner if requested by You. See Owner for details. Notwithstanding anything in this Rental Agreement or any addendum to modify the limit on the value of Vehicle or property, in no event will Owner or Owner's agents be liable to You or Your agents for an amount in excess of Five Thousand Dollars (\$5,000.00) for any loss or damage whatsoever, including, but not limited to, the active or passive acts, the omissions or negligence of Owner or Owner's agents. You will not sue Owner or Owner's agents with respect to any claim, cause or action, loss, or injury to the extent liability therefore has been limited or eliminated pursuant to this Provision.

10. FACILITY RULES AND REGULATIONS: The following Rules and Regulations have been instituted by Owner for use within the Facility. Any Rules changes, modifications, or additions shall be deemed incorporated into these Rules and Regulations for the safe and efficient operation of the Facility requiring 30 days posting at the Facility office. (1) No grills of any size or fuel may be used at the Facility either within or outside of the Space. (2) No Vehicle fluid changes or other maintenance or service work may be performed on any Vehicle within the Space or the Facility. (3) You, Your employees, guests, or other invitees may not sleep in any Vehicle

stored within the Space nor may anyone sleep anywhere within the Facility. (4) No other vehicles will be stored at the Space except those listed and declared in this Rental Agreement and any Addendum thereto. (5) No consumption of alcohol within the Space or at the Facility. This specifically includes a prohibition on the sale or offering of alcohol within the Space or at the Facility. (6) No public parking is available at the Facility. Your employees or Your personal vehicles which will not be stored within the Space must be parked outside the fence or off the Facility including the parking area for the store/office. You, Your employees, and guests, shall not admit anyone through any security gate to operate an unauthorized vehicle at the Facility. (7) Use of the dumpster is prohibited unless a signed Dumpster Addendum and the requisite dumpster fee is paid. (8) Use of electricity is prohibited unless You execute an Electricity Addendum prior to the use of any electricity within the Space and pays the monthly electric fee as Additional Rent. (9) You shall take care to properly use the access gate as prescribed on any posted signage. No tailgating through the gate shall be permitted. You shall be liable for any damage which You or Your users, guests, invitees, or employees cause to the gate which shall be charged as Additional Rent immediately. Owner shall not be liable for any damage to any Vehicle arising from Your misuse of the gate or failure to follow the posted operating instructions. (10) No device will be used which creates an open flame for any reason. (11) No flags or flagpoles may be used, installed, or displayed including attachment to the Space or in the common area. (12) You shall not declare the Space to be their legal residence or declare residency at the Space. (13) You shall not permit any noises objectionable to the public or to other occupants of the Facility or to Owner. You shall not place or permit any radio, loud speaker, or sound amplifier on an i-Pod or similar device to the foregoing any place where the same may be heard outside the Space. You shall not do anything or permit anything tending to create a nuisance or disturb any other occupant or occupants of neighboring buildings or the community in which the Facility is located. (14) All aircraft must be towed on and off the Facility. No takeoff or landing at or on the Facility or access roads. The Rules and Regulations can be changed with thirty (30) days notice as described in the Rules and Regulations, without regard for the term of this Agreement, so long as the revised Rules and Regulations apply to all occupants and are made for the appropriate and efficient operation of the Facility.

11. INSURANCE AND SECURITY TYPE SYSTEMS: You agree, at Your sole expense, to maintain insurance on any Vehicle stored in the Space with replacement cost coverage against all perils in an amount of no less than the declared value of the vehicle, and a liability policy with a minimum of \$500,000.00 limit for liability, per occurrence, without exception. Your failure to maintain such insurance shall be a breach of this Rental Agreement, constituting an Event of Default hereunder, and You shall assume all risk of loss or damage that would have been covered by such insurance. You agree Owner shall be added as an Additional Noticed Party on the insurance policy required in this Provision within 5 days of executing this Rental Agreement. Owner employs certain measures to protect Owner's Facility referred to as "Security Type Systems." The operation or failure of any type of Security Type System installed by Owner shall not change Owner's aforementioned liability for any type of loss incurred by You and shall in no way release You from Your obligation of insuring Your Property. These systems may include (depending on the Facility) an electric gate, lighting, and video cameras (consult with the manager for features at this Facility.) However, You acknowledge that these measures are for the protection of the Facility as a whole and not the individual Space, that video cameras and alarms are not monitored, and that these systems may not operate properly in the event of a mechanical, electrical, or software failure. Further, video cameras may not be recorded or may not be recorded at all times and do not record all parts of the Facility.

12. DAMAGES: You shall be responsible to Owner for the costs of repair, clean-up, and replacement for any damages caused as a result of Your storage in the Space, use of the Space, or use of the common areas of the Facility. You shall further be liable to Owner for any costs, damages, or expenses Owner incurs as a result of damage to other occupants' property as a result of Your storage of Your Vehicle or Your use of the common areas of the Facility. In the event Owner invoices You for any charges for repairs, clean-up, replacement, or other damages suffered Owner, You shall pay the invoice within five (5) days or it shall become Additional Rent due and payable with the next month's rental obligation. The failure to pay such invoice represents a default under this Rental Agreement. This Provision and the requirement to pay for any damages shall survive the termination of this Rental Agreement.

13. ACCESS: Your access to the Space and the Facility may be limited as reasonably deemed necessary by Owner, including, but not limited to, requiring identification from You, limiting hours of operation, or requiring You to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for repairs and maintenance. Owner may change the times and methods of access to the Facility with thirty (30) days written notice posted at Owner's office at the Facility or mailed to You. In the event of an emergency at or around the Facility, Owner may require You to enter only when escorted by Owner's employees or agents. Owner shall not be liable to You for Your or Your invitee's inability to gain gate access due to mechanical failure, misuse of gate code(s), or any other reason.

14. STORAGE AT YOUR OWN RISK: You acknowledge that Owner shall have no obligation to exercise any care, custody or control over Your Vehicle(s). You acknowledge that You have provided Owner with a key to the Vehicle (if applicable) for inspection for storage compliance, winterization, repair, and other services provide by Owner or its agents. The releases You have provided to Owner and its agents in this Rental Agreement shall extend to any damage, disappearance, malfeasance, or other hazard that occurs with or to the Vehicle arising from service, movement, or any other agreed upon or requested services provided by Owner or its agent to the Vehicle.

15. WAIVER AND RELEASE OF FACILITY'S LIABILITY FOR PROPERTY LOSS/DAMAGE: As a further consideration for the exclusive use and occupancy by You of the Space, and entry on, or into, Facility's Space to access the Space, You agree that all Your Property stored by You, or by anyone acting for You, in, or on, the Space, or left by You, or anyone acting for You, outside the Space or anywhere upon Facility's Space, shall be at Your sole risk, and that neither Facility nor any agent or employee of Facility shall be liable for, and You fully and completely release and discharge them from, any and all loss of, or damage to, such Personal Property, by whatever reason or cause, or to any other person's real or Personal Property, arising from any cause whatsoever including, but not limited to, theft, burglary, vandalism, mysterious or unexplained disappearance, loss or damage, fire, water, wind, chemicals, damage caused by conditions in, or material located in, or on, the Space, or any other storage Space on Facility's Space, rodents, Acts of God, or the active or passive acts, omissions, or negligence of Facility or Facility's agents or employees, and You waive all such liability as might otherwise arise of Facility, its agents and/or employees, but for this Provision. You further agree to fully and completely release and indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring, hereafter made, or brought, as a result of, or arising out of, Your occupancy, access to, or use of, the Space, and entry onto Facility's Space by You, or by any other person invited, or allowed, by You to enter onto Facility's Space. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility in its sole discretion, to represent and/or defend Facility, including to pay any advance fee, retainer, or deposit requested by such attorneys. You agree that this Release of Facility's liability is a material condition of Facility's entering into this Agreement, and that were Facility not released from liability as set forth in this Paragraph, Facility would not have entered into this Agreement.

16. WAIVER AND RELEASE OF FACILITY'S LIABILITY FOR BODILY OR PERSONAL INJURY, SUFFERING, OR DEATH: As a further consideration for the exclusive use and occupancy by You of the Space, and entry on, or into, Facility's Space to access the Space, You agree that neither Facility nor any of Facility's agents or employees shall be liable to You or any other person for, and You fully and completely release and discharge them from any and all liability for, any physical, bodily, emotional or mental personal injury, suffering or death sustained by You or by any other person while in, on or about Facility's Space including, but not by way of limitation, the Space, and arising from any cause whatsoever including, but not limited to, any active or passive acts or omissions, or negligence, of Facility, or of any of Facility's agents or employees, and You waive all such liability as might otherwise arise of Facility, its agents and/or employees. You agree to fully and completely indemnify Facility, and to hold Facility free and harmless from, and to defend Facility against, any and all claims, demands, actions, causes of action, liabilities, losses, costs and obligations, however occurring, hereafter made, or brought, by any person for bodily or personal injury, suffering or death as a result of, or arising out of, Your occupation, access to, or use of, the Space, and entry onto Facility's Space by You, or by any other person invited, or allowed, by You to enter onto Facility's Space. This obligation of indemnity includes the obligation to hire and pay for attorneys, chosen by Facility in its sole discretion, to represent and/or defend Facility, including to pay any advance fee, retainer, or deposit requested by such attorneys. You agree that this Release of Facility's liability is a material condition of Facility's entering into this Agreement, and that were Facility not released from liability as set forth in this Paragraph, Facility would not have entered into this Agreement.

17. THE STORAGE SPACE: By signing this Agreement You acknowledge that neither Owner, nor any employee of Owner or any other person acting on Owner's behalf, has made any representation to You as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Space, and You acknowledge and agree to the following: (a) that, prior to signing, You were given the opportunity to measure the dimensions of the Space; (b) that You are satisfied therewith, whether or not You measured the Space; (c) that the rent for the Space is not based on the exact size or dimensions of the Space and You accept the Space "as is" and as adequate for Your needs, regardless of its actual size or dimensions; (d) that You agree to pay the rent stated herein regardless of the actual size or dimensions of the Space; (e) that You hereby waive any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any

such proceeding brought by any other person, against Owner based on assertions that any difference exists between the actual size, or dimensions, of the Space, and the size, or dimensions, thereof as You believed existed at the time You signed this Agreement; and (f) that You hereby fully, and forever, Release and Discharge Owner from any, and all liability for damages, and all other types of relief, to which You otherwise would have had the right to obtain but for Your having agreed to the provisions of this Paragraph and the Waiver and Release contained herein. In confirmation of such Release, You acknowledge that, as the Releasor, You are aware of, and hereby expressly waive, all rights under Section 1542 of the *Civil Code* of the state of California, which reads as follows: **§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

18. AIR CONDITIONED/TEMPERATURE CONTROLLED SPACE: California law does not define the term "air conditioned" or "temperature controlled." This Provision seeks to define the responsibilities of Owner for providing a temperature controlled Space. If the Space leased under this Rental Agreement between Owner and You is a temperature controlled Space, only if indicated as such in the Terms and Conditions section of this Rental Agreement, then this Provision 18 shall apply. It is agreed that Owner shall use all reasonable efforts to maintain a temperature in the building containing the Space of below 80° Fahrenheit by air conditioning the building containing the Space in the summer. You recognize that under certain circumstances including, but not exclusively, mechanical failure of HVAC systems, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or materials shortages, strikes, malicious mischief, extreme weather conditions, and fire that the temperature may deviate from the ranges. Further, while the building temperature will be maintained below the maximum stated herein, the individual Space temperature may vary from the building temperature. You agree to release Owner from any and all liability arising from any such failure of the air conditioning system which occurs as a result of a failure outside of Owner's direct control.

19. DEFAULTS; OWNER REMEDIES: If You breach any term or condition of this Rental Agreement (a "Default"), Owner in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement. If You fail to pay any Rent or other charges when due or if the Rental Agreement is terminated by Owner for cause, Owner may: (i) deactivate gate access to the Facility five (5) days after Default; (ii) after the Termination Date specified in the Preliminary Lien Notice Owner may deny access to the Space and; (iii) overlock, chain, or boot the Vehicle to deter movement; however, rent and other charges shall continue to accrue when the Vehicle is overlocked, chained or booted until the Space is sold or redeemed; (iv) sell or dispose of the Vehicle in the Space as permitted by law; or (v) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against You. If internet payments are available at this Facility and You are in default and the Vehicle is overlocked, chained or booted, then if You pay by internet Owner is not required to remove the overlock, chain, or boot until the next business day after payment has been made in full. In any case Owner shall not be liable to You for any damages You suffer as a result of not being able to obtain access to the Space or move the Vehicle after late payment arising from failure to immediately remove Owner's lock, overlock, chain, or boot. The act of over locking or cutting off Your lock and securing the Space with Owner's lock shall not be deemed an assertion of possession of the Vehicle. Rent and other charges shall continue to accrue even though You do not have access to the Space. All remedies available to Owner shall be cumulative and the exercise of one or more remedies shall not exclude or waive Owner's rights as to any other remedy.

20. SUBROGATION: You agree to have its insurer waive any right of subrogation of any claim of You against Owner, its employees, or agents.

21. NOTICES: Except as otherwise required by law, all notices under this Rental Agreement from Owner to You shall be mailed by first class U.S. mail, postage pre-paid, to Your last known address, or e-mailed to the e-mail address provided by You in the Summary Provision of this Agreement and shall be conclusively presumed to have been received by You three (3) business days after mailing. All notices from You to Owner shall be mailed by first class U.S. mail, postage pre-paid, to Owner, at the address of the Facility listed on the first page of this Rental Agreement. You are responsible for notifying Owner in writing, **via certified mail return receipt requested, or in person at the office address listed on this Rental Agreement on a form prescribed by Owner or by Owner's secure website, if available, of any change in Your address or of intent to vacate at the end of the term.**

22. PERMISSION TO CALL, FAX AND/OR E-MAIL: You recognize Owner and You are entering into a business relationship at the Facility. As such, to the extent any Federal or State law prohibits Owner from contacting You by phone, fax, or e-mail, You hereby consent to Owner phoning, faxing, and e-mailing You and that these conditions are related to the business relationship.

23. PARTIAL PAYMENTS OR PAYMENT IN THE EVENT OF DEFAULT: Partial payments shall not be accepted.

24. ASSIGNMENT AND SUBLETTING: You may not assign its rights under this Rental Agreement or sublet the Space without the prior written consent of Owner. Any assignment or subletting of the Space shall constitute an Event of Default hereunder.

25. GOVERNING LAW; JURY TRIAL; SEVERABILITY: This Rental Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Owner and You agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or Personal Property damage. Owner and You further agree that the federal or state courts in the county in which the Facility is located in California shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.

26. ENTIRE RENTAL AGREEMENT: This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by You and Owner. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the Facility Manager or Owner.

27. COUNTERPARTS, HEADINGS AND GENDER: This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others. The headings of sections or paragraphs of this Rental Agreement are provided for convenience only and shall not affect its construction or interpretation. Further, this Rental Agreement shall not be construed for or against a party because that party drafted any provision of the Rental Agreement.

28. AGREEMENT TO MEDIATE: Realizing that in Self-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Owner and You pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Owner and You agree as follows: with the exception of non-payment of Your Rent and Owner's right to conduct a lien sale, declare an abandonment, or evict as a result of Default under this Rental Agreement, or apply the security deposit, if any; that any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Owner and You, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty, or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Owner and You located within 15 miles of the Facility. In the mediation, Owner and You shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Owner and You may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Owner and You. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

29. OWNER'S EMPLOYEES: In the event You request any of Owner's employees to perform any services for You, it shall be done at Your own risk as Your agent, regardless of whether payment is made for said service(s). You agree to release, hold harmless and indemnify Owner for any loss, damage or injury You may suffer related to the use of Owner's employees. You further agree that Your interactions with Owner's employees will be respectful and courteous. Any foul or abusive language or threatening behavior directed toward any employees or Owner shall be grounds for immediate termination of the Rental Agreement by Owner.

30. ATTORNEY'S FEES: Any civil action commenced to enforce or obtain a judgment for money against You under this Agreement, or to foreclose Your right to redeem Your Property from any statutory lien as may arise under the Self-Storage Act, the "prevailing party" therein shall be entitled to recover their attorney's fees from the non-prevailing party; **provided, however,** that the foregoing sentence shall not apply to any claim by You for affirmative relief against Facility not made under this

Agreement (i.e. non-contractual tort or any statutory claim not made under the Self-Storage Act) such as, by way of example purposes only, any tortious or other claim, demand, action or cause of action for the wrongful sale or disposition of Your Property, conversion, emotional distress, physical or bodily injury, or loss of use of Your Property. In any such non-contractual claim the prevailing party shall not be entitled to recover their attorney's fees.

31. WARRANTY OF INFORMATION: You warrant all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.

32. YOUR ACCEPTANCE OF SPACE "AS IS": You inspected or had the right to inspect the Space and Facility before signing this Rental Agreement and find the Space to be suitable for the purpose for which You rent such Space and accept the same "as is". Owner makes no express warranties. Owner disclaims and You waive all implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. You acknowledge that Owner's Agents have no authority to make warranties, express or implied.

33. EXTENSION ITEMS: All Vehicles must be stored with any items that expand or extend including stairs, in the "folded up/in" condition. No portion of the Vehicle may extend beyond the Premises.

34. PEST CONTROL: You are advised that Owner may use chemicals at the Facility including around the Premises, for pest control. For this reason, no pets are allowed. You are solely responsible for setting, maintaining, baiting, and properly removing any pest control devices You deem reasonably necessary to use within the Vehicle to prevent or retard the introduction or infestation by any rodent, bug or vermin. Owner does not provide extermination services or extermination devices inside the Space or Vehicle. You must properly dispose of any used bait, traps, or other pest control devices off the Facility.

35. ELECTRICITY AND WATER: You may not use the electric light fixture or any electrical circuit, if provided, for any purposes other than to use a light bulb for illumination of the Space, which bulb You shall provide, and under no circumstances may the electric outlet or any electrical circuit be used by You for operation of any engine, motor, appliance, equipment or any device other than as a lighting outlet. It is for these reasons that You agree and understand that You will not use the electrical service for anything that needs to operate 24 hours a day, 7 days a week to avoid being damaged. You further agree and understand that because the supply of electricity is often outside the Owner's control, You release Owner from any and all liability rising from failure or interruption of the electrical service which occurs as a result of the condition outside of Owner's direct control and/or for failure of electrical service hours that Owner does not agree to provide electrical service. Use of water at the Facility is strictly reserved to Owner at all times.

36. EXCLUSION OF ALL WARRANTIES: The agents and employees of Owner are not authorized to make warranties about the Space and the Facility referred to in this Rental Agreement. ORAL STATEMENTS BY OWNER'S AGENTS AND EMPLOYEES DO NOT CONSTITUTE WARRANTIES such statements shall not be relied upon by You and are not part of this Rental Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, expressed or implied, ARE EXCLUDED from this transaction and shall not apply to the Space and the Facility, and that You accept such Leased Space and access to the Facility AS IS AND WITH ALL FAULTS.

37. ADDITIONAL SERVICES BY OWNER: Owner shall provide additional services to You as referenced in the Additional Rent Addendum – VIP Service.

Revised August 2013 • El Dorado Hills Boat, Wine, and Self Storage, LLC • DBA GoldKey Boathouse
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