

HOST TERMS AND CONDITIONS ("Host Terms and Conditions")

In addition to the Neighbor Storage Terms of Service agreed to by _____ (the "Host") and the Renter, Renter agrees to be bound by these Host Terms and Conditions. In the event of a conflict between these Host Terms and Conditions and the Neighbor Storage Terms of Service, these Host Terms and Conditions shall control. Capitalized words not defined in these Host Terms and Conditions shall have the meaning assigned to them in the Neighbor Storage Terms of Service. These Host Terms and Conditions and the Neighbor Storage Terms of Service are collectively referred to as "the Agreement". Host and Renter, also each referred to as a "Party" and together, the "Parties".

1. Space "As Is". Renter shall have the right to use that certain parking space designated for Renter's use by Host ("Space") as shown on the Neighbor platform and forming part of these Host Terms and Conditions. Renter accepts use of the Space, subject to the terms of the Agreement, "as is" and without warranty or representation. Host has made no representations or warranties as to the fitness of the Space for any specific use. Renter shall not require Host to make any changes to the Space or Center to accommodate Renter and, specifically, Renter shall not mark the Space with paint or signage. Renter shall not use the Space for the parking or standing of trucks, trailers, or other vehicles or equipment engaged in loading/unloading in a manner which may interfere with the use of the shopping center or any pedestrian or vehicular use within a 1-mile radius of the Space.

2. Vehicle Restrictions. Renter may use the Space only to park passenger vehicles measuring no longer than 19 feet, no wider than 10 feet and no taller than 6 feet. Additionally, campers, buses, or any other recreational vehicles of the like are not permitted, and overnight parking of these vehicles is strictly prohibited.

3. Access Hours. Renter may access the Space at any time and as often as Renter wishes between 9:00 am and 9:00 pm daily ("Access Hours") or such other times as agreed to by the Parties. For clarity, Access Hours are not intended to restrict use of the Space, only access to it. (Renter may leave their car parked in the Space, but may only enter upon the property to access the parked car during the Access Hours.)

4. Relocation. Host reserves the right to change the Space and relocate the Renter to a different Space at the Center, in its sole discretion, acting reasonably.

5. Indemnification. To the fullest extent permitted by law, Renter hereby indemnifies Host and agrees to hold harmless and to defend Host and Host's property manager, each of their affiliated entities and subsidiaries, officers, directors, employees, agents, successors, assigns, and any mortgagee and master lessor of the Center ("Host Parties"), from and against any and all claims, actions, demands, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees and court costs) that arise from or in connection with the use of the Space, or any portion thereof by the Renter, its invitees, successor and assigns, if any. The

foregoing indemnity shall include, but not be limited to, any product liability claim, environmental claim, or any labor dispute involving Tenant or its contractors and agents, and claims for property damage or personal injury, including death .

6. Insurance. 6.1. Renter shall bear the entire risk of loss for all of its property placed in the Space. Renter shall carry, at its own expense, insurance providing the following: (a) "All Risk" Special Perils coverage on the Renter's personal property located within the Space, (b) Commercial General Liability insurance covering the Space and Renter's use of the Space with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury and Property Damage, including Loss of Use, (c) Automobile Liability insurance in a minimum amount of \$1,000,000 each accident, covering all owned, hired or non-owned vehicles parked in the Space. Renter's insurance policies (collectively, "Renter's Policies"), shall be written with insurers licensed to do business in the state in which the Center is located, in a form satisfactory to Host and shall carry an A.M. Best rating of at least A-. Renter's Policies shall name Host, its parent and any related affiliates or subsidiaries and their employees as additional insureds and shall provide Host with no less than thirty (30) days prior written notice of cancellation or non-renewal. Renter's policies shall also reflect that in the event that coverage benefiting Host exists under Renter's Policies, coverage under the Renter's Policies shall be primary and non-contributory. Renter may achieve the above limits through a combination of primary and umbrella policies. Renter shall provide Host with a certificate of insurance (ACORD 25) upon request.

7. Waiver of Liability. Host and the Host Parties shall not be liable to Renter for, and Renter waives all claims for loss or damage, including, but not limited to consequential damages, to person, property or otherwise, sustained by Renter or any person claiming through Renter resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Center. There shall be absolutely no personal liability of Host with respect to this Agreement. If a breach by Host occurs, Renter shall look solely to the value of the consideration paid by Renter to Host for the satisfaction of Renter's remedies.

8. Anchoring and Parking Lot Surface. The use of stakes in asphalt surfaces is strictly prohibited. Parking Lot Surface is to be left in the same condition as was provided to Renter. If any damage should occur to the surface of the Space, it is the sole responsibility and expense of Renter to restore the surface to its original condition and to the satisfaction of Host.

9. Objectionable and Prohibited Use. Renter shall not engage in any of the following activities. If Host deems the use of Space objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of Renter to use the Space. For any subsequent violations by Renter, Host shall have the right to have the violating vehicles towed at Renter's expense.

9.1. Solicitation and Vending. The Renter shall not vend, peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever.

9.2. Alcoholic Beverages. Renter and its invitees shall not consume, serve or sell alcoholic beverages on or from the Space or Center.

9.3. Devices, Sounds and Odors. Renter shall not use any camera, lighting device or projector in the Space. Renter shall not permit the emission of noise or odors or use any device or paraphernalia which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or other device.

9.4. Behavior. Renter shall not engage in any fighting or direct use of any physical force, abusive or obscene language or threats toward any other person or animal, or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterance, gesture or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. Renter shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments in the Center.

9.5. Obstruction. Renter shall not obstruct the free flow of pedestrian or vehicular traffic at the Center including, but not limited to, parking areas, parking facilities, patio areas, approaches, traffic controls and signs, roadways, sidewalks, open and closed pedestrian walkways, curbs, storm drainage facilities, retaining walls, driveways, public transportation loading areas, delivery areas and loading platforms, parcel pickup stations, ramps, tunnels, canopies, landscaped areas, offices, exits, entrances, roofs, beams, public restrooms, first-aid and comfort stations, lounges and shelters, sprinkler mains, telecom facilities, utility lines, utility rooms, sanitary systems, water filtration and/or treatment facilities, service areas and fire exits.

9.6. Hazardous Materials. Renter shall not cause or permit any hazardous material or environmentally sensitive item to be brought upon, stored, kept, used, or discharged on or about the Space.

10. Damage and Removal. Renter shall be liable for all damages to the Space and, upon demand, shall reimburse Host for the cost of the repair of the Space or any other damage elsewhere within the Center caused by or arising from Renter's use of the Space. Upon termination or expiration of the Booking, Renter shall remove any and all personal property, goods and effects from the Space, repair any damage caused by such removal, and peaceably yield up the Space in clean and good order, repair and condition. Any trash must be removed by Renter. Personal property of Renter not removed by the end of the Booking may be sold or destroyed by Host, at Host's option, without liability to Renter therefor.

11. Holding over. If Renter does not vacate the Space upon the termination or expiration of the Booking pursuant to the terms of the Agreement, Host, at its option, may (i) deem the Renter to be occupying the Space as a holdover Renter and agrees to pay Host for such period at double the Rent fee in effect, or (ii) Host may exercise any other remedies it has under the Agreement or at law or in equity including towing such vehicle at Renter's expense or an action for wrongfully holding over.

12. Assignment and Subletting. Renter shall not sell, assign, mortgage, pledge or transfer this Agreement or any interest therein, nor sublet all of the Space or any part of the Space.

13. Entire Agreement. These Host Terms and Conditions and the Neighbor Storage Terms of Service, constitute the entire and complete agreement between the Parties and supersedes any prior oral or written representations, promises or agreements between the Parties with respect to the subject matter hereof.

14. Amendment. The Agreement may not be amended or modified, and no waiver of any term or condition shall be effective, unless made in writing and signed by the Host and Renter.

15. Governing Law. The Agreement shall be governed by and shall be construed in accordance with the laws of the State or Commonwealth where the Space is located, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. Renter expressly waives all right to Arbitration and trial by jury in any action, proceeding or counterclaim arising out of the Agreement.

The Renter represents that he/she is 21 years of age or over, has a valid driver's license, and agrees that the use of the Space at the Center is expressly conditioned upon Renter's agreement, acceptance and continuing observation of the terms of this Agreement. By agreeing to be bound by these Host Terms and Conditions, Renter acknowledges that he/she has read and is familiar with both the Neighbor Storage Terms of Service and these Host Terms and Conditions, and agrees to be bound by all of the terms of the Agreement.