

MYWAY RENTAL AGREEMENT - 101

1. Terms and Conditions

This MyWay Rental Agreement (hereinafter referred to as “Agreement”) consists of and is subject to the following terms and conditions and to payment of the applicable periodic rent (hereinafter referred to as your “Rental Fee”), as stated in the initial invoice, plus applicable taxes and other fees as provided herein. As used in this Agreement, “MyWay” refers to MyWay Mobile Storage of Pittsburgh an independently owned company, and “You” refers to the individual identified in the initial invoice. The amount of the Rental Fee may be changed from time to time as provided herein. The Agreement is not transferable by You. The rental term commences on the date the SafeBox is first delivered to You and shall automatically renew month-to-month until the Agreement is terminated as provided herein (the “Agreement Term”). By renting the SafeBox, you agree to be bound by this Agreement. You must be at least eighteen years old and have a valid major credit, check or debit card to rent the SafeBox.

This Agreement is subject to change by MyWay at any time, in its sole discretion, with or without advance notice. The most current version of the Agreement, which will supersede all earlier versions, can be accessed through the MyWay website. You should review the Agreement regularly, to determine if there have been changes. Continued possession of the SafeBox constitutes acceptance of the most recent version of the Agreement.

2. Storage of SafeBox Container

You have the option to store the SafeBox(es) with MyWay or have the SafeBox(es) remain at your designated location during the term of this Agreement. Should You elect to have MyWay store the SafeBox(es) at its facility, You agree that MyWay shall have the right and authority to store the SafeBox(es) at any of MyWay’s or MyWay’s affiliate’s storage facilities. You shall have access to the SafeBox(es) only during specified hours after giving advance notice to MyWay. Should You elect not to store the SafeBox(es) at MyWay’s or MyWay’s affiliate’s facility, the SafeBox(es) shall remain located at the address designated by You. You hereby authorize MyWay to enter the SafeBox(es) and property on which the SafeBox(es) are located whenever MyWay deems it necessary to enforce any of its rights pursuant to this Agreement or pursuant to any state or federal law.

3. Payment, Rent and Other Charges

To rent a SafeBox, you must provide and continue to provide to MyWay your name, current billing address, designated SafeBox delivery address, current email address (if any) and current credit card or check card charge authorization information for the payment method that you provide for payment of the periodic Rental Fee (hereinafter referred to as your “Payment Method”). Should any of this information change at any time during the term of this Agreement, it is Your sole obligation to notify MyWay of said change and to provide updated information. By renting a SafeBox from MyWay and by accepting the benefits of this Agreement, you agree that as a condition of your continued use and rental you authorize MyWay or its agent to charge your Payment Method the periodic Rental Fee, plus applicable taxes and fees, on each periodic anniversary date, until the Agreement is canceled as herein provided. The initial periodic Rental Fee is due at the time of entering into the Agreement. Thereafter, the periodic Rental Fee shall be paid in advance on your periodic anniversary date. Your anniversary date is the date of the month in which your SafeBox was first delivered. For example, if your SafeBox is delivered June 19, your periodic anniversary date is the 19th of each month, and

your Payment Method will be charged for the applicable periodic Rental Fee on that date each month. If your periodic anniversary date falls on a date that is not contained in your anniversary month (for example, if your SafeBox was delivered on the 31st day of a month), your Payment Method will be charged on the last day of that month. You will not be provided with copies of charge slips evidencing the recurring charges of the applicable periodic Rental Fee. You agree to pay the applicable periodic Rental Fee (plus taxes) in accordance with your Payment Method issuer agreement, if applicable. You also authorize MyWay to charge your Payment Method for any other charges you may incur associated with your rental, including, without limitation, any charges for damage to SafeBox(es). If your credit card is declined, expires, or is otherwise inactive on the due date, your account will be assessed a \$20 administrative fee for that period which You will be liable for in addition to all other fees under this agreement. Cancellations of pick-ups or deliveries of SafeBox(s) require a minimum 24-hour notice. Any cancellations in less time will be assessed a \$50 fee. In the event that any payment hereunder is made by You by check and any check is returned and unpaid, you shall be subject to a returned check fee of \$50.

4. Delivery

You acknowledge that MyWay will normally place the SafeBox(es) on a driveway or other paved surface immediately accessible from a street fronting your premises. It is further provided and understood that you agree to provide reasonable access to a safe and secure delivery location and that for safety of the Delivery Manager and equipment, as well as the preservation of the your yard/property, MyWay will only drive the truck or forklift on paved or gravel packed surfaces. IF YOU REQUEST THAT THE SAFEBOX(ES) BE PLACED IN AN AREA REQUIRING MYWAY TO DRIVE ON AN UNPAVED SURFACE, OR THROUGH/ON YOUR YARD OR PROPERTY, DAMAGE MAY OCCUR. It is at the discretion of the Delivery Manager to determine if a non-paved surface is safe for delivery. In instances when MyWay is able, at your request, to place the SafeBox(es) on a non-paved surface and damages or markings to your yard or property occur, you accept full responsibility and hereby release and hold MyWay harmless of and for any and all liabilities related to the damage, including attorney's fees. You also accept responsibility for any damage done to property that may be done by MyWay during the course of delivery or pick up due to any other complications with the delivery site, regardless of whether such damage is the result of any negligence or misconduct of MyWay.

5. Use of SafeBox(s)

You agree to use the SafeBox(es) only for the storage of property approved by MyWay and wholly owned by you. You agree not to store property with a total value in excess of \$5,000.00 per any one SafeBox without written permission of MyWay. If such written permission is not obtained, the value of your property will be deemed not to exceed \$5,000.00 per SafeBox. Nothing herein shall constitute any agreement or admission by MyWay that your stored property has any value, nor shall anything alter the release of MyWay's liability set forth anywhere else herein. No human may inhabit, and no animal may be kept in, the SafeBox(es). You are solely responsible for, and assume all risk in relation to, loading and unloading the SafeBox(es), which includes packing the contents properly and securely to prevent any movement or shifting in the course of normal transportation. SafeBox(es) have a 2,500 lb. weight limit that you may not exceed per any one SafeBox. You must padlock the SafeBox with your own padlock or by purchasing one through MyWay. You will not make any alterations to the SafeBox(es), subrent, sublease, or transfer possession of the SafeBox(es). You agree that You will not relocate the SafeBox(es) or attempt to move the

SafeBox(es) once it has been placed by MyWay. The SafeBox is only to be moved by a MyWay Delivery Manager using the proper equipment. In the event it is determined that the SafeBox(es) has been relocated, You agree to pay an additional fee of not less than \$75.00 and up to current retail value of the SafeBox(es) plus any cost or shipping associated with the retrieval of the SafeBox(es). At the end of the Rental Term, MyWay will remove the SafeBox(es). Upon removal, the SafeBox(es) must be in the same repair, condition, and working order as at the commencement of the Rental Term, except for ordinary wear and tear associated with the proper use of the SafeBox(es). You will be liable for damage beyond reasonable wear and tear and your account will be assessed charges associated with such damage which You agree to pay along with all other fees, as provided in this agreement.

6. Prohibited Items

You are strictly prohibited from storing or using materials in the SafeBox(es) classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity within the SafeBox(es) which produces such materials. In addition, items which are prohibited from being stored in a SafeBox (the "Prohibited Items") include, but are not limited to, the following: food or perishable goods; acid; gasoline; poisons; charcoal; fertilizer; paints; paint remover; stains; matches; lighter fluid; nail polish and remover; ammunition; firearms (loaded or unloaded); fireworks; pool chemicals; motor oil; batteries; ammonia; propane tanks, regardless of whether or not they are full, partially full, or empty; cleaning fluid; any hazardous, toxic, radioactive, explosive incendiary or highly flammable or combustible materials or items; any materials classified as class IV commodities or high hazard commodities under the Uniform Fire Code Act; aerosol cans or any products contained in high pressure or aerosol cans; any type of fire starter; any gas or liquid fuel; any material that is hazardous, flammable or combustible; any type of perishable stock or food; live plants; living or dead organisms; any highly valued items including money, securities, and highly sentimental items whose value is not easily determined and cannot be replaced; or any controlled substance or item possession of which is in violation of any local, state or federal law. Your obligation of indemnification to MyWay, as set forth below, specifically includes but is not limited to any costs and expenses incurred by MyWay and any fines or penalties imposed against MyWay, arising out of the storage or use of any hazardous or toxic material by You, your agents, employees, invitees or guests. MyWay may enter your property and the SafeBox at any time to remove and dispose of any and all hazardous or toxic items as well as any Prohibited Items.

7. Release of Liability for Property Damage

From time of delivery until the SafeBox(es) are removed from your property, You are fully liable for any loss, theft, or damage to the contents and to the SafeBox(es) and cover, and to any other property or party relating to or arising from the placement, location, use or contents of the SafeBox(es). MyWay shall not be held liable for any indirect, incidental, special or consequential damages arising from any breach of an expressed or implied warranty. MyWay is not liable for any damage, loss or theft of prohibited items or from damage due to acts of God. You agree to indemnify and hold harmless MyWay and all of its owners, officers, directors, members, employees, agents, and its affiliates from and against any claims, liabilities and expenses, including legal fees, related to any damage associated with the SafeBox(es).

8. Release of Liability for Bodily Injury

MyWay, its owners, officers, directors, members, employees, agents and affiliates shall not be liable

to You for injury or death as a result of your use of the SafeBox(es), even if such injury is caused by the active or passive acts or omissions or negligence of MyWay, its owners, officers, directors, members, employees, agents or affiliates.

9. Default and Lien

Property contained in a SafeBox(es) by You shall be subject to a lien if periodic Rental Fee payments are delinquent, without limiting the right of MyWay to conclude that excessive nonpayments by You and failure to communicate any alternative payment method shall be deemed as abandonment by You. In addition to any liens and remedies provided by applicable state law to secure and collect rent, You hereby grant to MyWay a lien upon all property, now or at any time hereafter stored in the SafeBox(es), to secure the payment of all rents or other charges payable under this Agreement. In the event You are in default of this Agreement, MyWay may begin the enforcement of its lien including denying You access to SafeBox(es) and all your property stored in the SafeBox(es) in accordance with the laws of Pennsylvania when MyWay commences the enforcement of its lien. If, after thirty (30) days of non-payment, You have not made alternate payment arrangements with MyWay and no form of payment has been received by MyWay, MyWay will assume ownership of contents in the SafeBox(es). MyWay will dispose of contents by public sale or the contents will otherwise be disposed of at MyWay's facility or nearest suitable location to satisfy the applicable lien law. Two (2) weeks before any such sale, MyWay will serve final notice to You, which will include MyWay's intentions. You agree to provide MyWay with an alternate contact, where in such instances if MyWay cannot reach You, the alternative contact may be sent a notice on your behalf. If you fail to provide accurate or current contact information for You or accurate or current contact information for an alternate contact, including an email address, or if you or your alternate contact refuse or fail to accept service of any notices, MyWay reserves the right to proceed with assuming ownership of the contents in the SafeBox(es) and to proceed with the sale or disposal of said contents without the obligation to provide further notice or to delay the assumption of ownership or sale of the contents.

10. Military Status

MyWay requires You to inform MyWay in writing if You or any member of your family is an active member in any branch of the U.S. Military. This information will be used to determine the applicability of the Servicemembers Civil Relief Act (the "SCRA"). Failure to provide MyWay with this information relieves MyWay from any and all obligations under the SCRA.

11. Disclosure of Information

You hereby authorize MyWay to release any information in regard to You or contents of the SafeBox(es) as may be required by law or government agencies, or court rulings.

12. Insurance

All property is stored by You at your sole risk. Insurance is your sole responsibility. You personally assume all risk of loss, including damage to or theft of your property due to disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. A protection plan is available through MyWay for your optional purchase. MyWay shall not provide any insurance coverage or protection for items that You store in the SafeBox(es).

13. Indemnity

You agree to indemnify, hold harmless and defend MyWay, and its affiliates and their respective directors, officers, members, employees, agents or other representatives from all claims, demands, actions or causes of action (including attorney's fees and costs) that are hereinafter brought by others arising out of your use of the SafeBox(es), including claims for MyWay's active negligence.

14. No Bailment

This Agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of parties to a rental agreement. MyWay is not responsible for the safekeeping of the items stored in the SafeBox(es) and is not responsible for any damage to said items.

15. Termination of Service

You shall provide MyWay with verbal or written notice in regards to terminating service. You agree to give a minimum of three (3) days' notice to MyWay for termination of service. The rental agreement will be terminated when the SafeBox(es) is picked up empty by MyWay from your property or when You have emptied out the SafeBox(es) at MyWay's facility, provided You have given the required notice of termination and the account is paid in full.

16. Attorney's Fees and Cost

In the event any action is instituted to enforce any covenant herein contained, to recover any rent due, or to recover possession of the SafeBox(es), You are obligated to pay and shall be held responsible for all costs and expenses incurred by MyWay, including attorneys' fees.

17. Notices

Unless otherwise provided in this Agreement, all notices required by this Agreement shall be sent first class mail postage prepaid to your designated billing address in your initial invoice. Notices shall be deemed given when deposited in the United States mail. You agree that any such notice is conclusively presumed to have been received by You five (5) days after mailing, unless returned to MyWay by the U.S. Postal Service as undeliverable, notwithstanding the provisions set forth in Section 9, above.

18. Succession

All of the provisions in this Agreement shall apply to bind and be obligatory upon your heirs, assigns, executors, administrators, representatives, and successors. This Agreement and the rights set forth herein may not be assigned or transferred by You without the expressed written agreement of MyWay.

19. Waiver

No waiver by MyWay, its owners, officers, directors, members, employees, agents or affiliates, of any breach or default by You in the performance of any covenant, condition or term contained in this Agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.

20. No Warranties

MYWAY, ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR

AFFILIATES GIVE NO EXPRESSED OR IMPLIED WARRANTIES AS TO THE SUITABILITY OF THE SAFEBOX OR STORAGE AREA FOR YOUR INTENDED USE. MYWAY DISCLAIMS AND YOU HEREBY WAIVE ANY IMPLIED WARRANTIES OF SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

21. No Oral Agreements

This Agreement contains the entire agreement between You and MyWay, and no oral agreements shall be of any effect whatsoever. You acknowledge that no representations or warranties have been made with respect to the safety, security or suitability of the storage area for the storage of your property, and that You have made your own determination of such matters solely from inspection of the SafeBox and/or the facility. You agree that You are not relying, and will not rely, upon any oral representation made by MyWay or by MyWay's owners, officers, directors, members, employees, agents or affiliates purporting to modify or add to this Agreement.

22. Change of Address

It shall be your duty to furnish MyWay notification, in writing, of any change of your address and/or phone number.

23. Enforceability

If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable.

24. Governing Law

This Agreement shall be governed by Pennsylvania law.

25. E-Sign Disclosure

By entering into this Agreement, You agree that MyWay may provide You with any communications, including but not limited to notices and disclosures that we are required by law to provide You in writing, relating to this Agreement and the account associated therewith in electronic format. MyWay may discontinue sending paper communications to You at MyWay's sole discretion. All communications provided by MyWay will be in electronic form and will be provided via email at the email address You provide. You may withdraw your consent to receive communications in electronic form for this account by contacting MyWay via email at customerservice101@mywaystorage.com or contacting us at 120 Twin Oaks Dr, Sarver, PA 16055; It is your responsibility to provide MyWay with true, accurate and complete email address, contact, and other information related to this disclosure and your account and to maintain and update promptly any changes in this information. You can update such information by sending us an email at _____ or by writing to MyWay Storage, Attention Customer Service at 120 Twin Oaks Dr, Sarver, PA 16055. Please include your name, existing information and your updated information.

In order to access, view and retain electronic communications that we make available to You, You must have: (a) a personal computer, operating system, and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing; (b) Adobe Acrobat Reader 9.0 or higher; (c) an email account with an Internet service provider and an email software in order to participate in our electronic communications program; and (d) an Internet web browser with

capabilities to support a minimum 40 to 128 bit encryption. MyWay will not send You a paper copy of any communication from us, unless it is requested or otherwise deemed appropriate to do so. You may obtain a paper copy of an electronic communication by requesting that we mail a paper copy to You. To do so, contact us by telephone at 888-336-9929. All communication in either electronic or paper format from MyWay to You will be considered to be in writing. You acknowledge and agree that your consent to electronic communication is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that You and MyWay intend that the Act apply to the fullest extent possible to validate the ability to conduct business by electronic means.

MYWAY PROTECTION PLAN (Addendum to MyWay Rental Agreement)

A Limited Assumption of Liability for Property Damage

This is not a contract of insurance and MyWay is not an insurance company.

1. Basic Service

MyWay provides You with a basic level of service pursuant to the terms and conditions of the rental agreement that You signed. Among other things the rental agreement states:

- a. Your property is stored at your sole risk of loss or damage.
- b. MyWay is not liable for loss of or damage to your stored property.
- c. Insurance for your property while it is on the premises is your responsibility.

2. Protection Plan- Limited Assumption of Liability by MyWay

In consideration of the payment of the additional rent per month as specified in the initial invoice, MyWay assumes liability for loss of or damage to Your property stored within the SafeBox(es) while it is in its warehouse specified in the rental agreement You signed, up to an aggregate of \$5,000.00 per SafeBox for losses caused by the following:

- a. Fire, explosion or smoke.
- b. Theft, vandalism or malicious mischief, supported by evidence of breaking and entering.
- c. Roof leak or water damage. (Loss or damage caused by flood, surface water, underground water or water that backs up through or overflows from a sewer, drain or sump is not covered.)
- d. Windstorm that first causes damage to the building.
- f. Collapse of the building where your property is stored.
- g. Impact of aircraft or vehicles.

Losses caused by moths, insects, rodents or vermin shall be covered up to an aggregate of \$500.00 per SafeBox.

This limited assumption of liability is a modification to the waiver of liability in paragraph 7 of the Agreement that it forms a part of.

MyWay has no liability for loss of or damage to Your stored property beyond that described in this Addendum.

3. Liability Not Assumed by MyWay

MyWay will not pay for damage to Your stored property caused by the following:

- a. Flood, surface water, underground water or water that backs up through or overflows from a sewer, drain or sump.
- b. Mold, mildew or wet or dry rot.
- c. War or military action.
- d. Earthquake or volcanic eruption.
- e. Nuclear reaction, radiation or radioactive, biological or chemical contamination.
- f. Terrorism.
- g. Pressure waves.
- h. Prohibited items as described in paragraph 6 of the rental agreement
- i. Unknown or mysterious causes.

- j. Acts of God.

4. Regardless of the cause, and even if damage or destruction is caused by any of the occurrences set forth in Paragraph 2 of this Addendum, MyWay will not pay to have repaired or replaced or pay for if lost or damaged any of the following:

- a. Money, cashiers checks, travelers checks, money orders, stamps, deeds, bills, or securities.
- b. Jewelry, watches, precious or semi-precious stones, furs, or clothing trimmed in fur.
- c. Animals.
- d. Stolen goods or contraband.
- e. Antiques and art.
- f. Prohibited items as described in paragraph 6 of the rental agreement.

5. Failure To Pay Rent

If rent is not received within ten (10) days of the due date, Your participation in the Protection Plan shall terminate and MyWay shall not be liable for loss of or damage to your stored property from any cause whatsoever. At MyWay's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing.

6. The Amount MyWay Will Pay if There is a Loss

MyWay will pay the lesser of the actual amount You pay to repair the lost or damaged item(s) or to replace them with property of similar quality. In no event will MyWay pay more than \$5,000 per SafeBox.

7. The Rental Agreement

All terms and conditions of the rental agreement not specifically modified by this addendum are in effect and binding on the both MyWay and You.

NOTICE: This is not an insurance policy and MyWay is not an insurance company.