



SERVICES AGREEMENT TERMS AND CONDITIONS

This Agreement is between Door to Door Storage, Inc. ("Door to Door"), a Washington corporation, and the Customer with respect to the following:

- SERVICES:** Subject to payment of all fees, Door to Door will provide the services ("Services") described in the confirmation email sent by Door to Door to Customer.
- CUSTOMER'S OBLIGATIONS:** Customer will be responsible for the following: (a) loading and unloading each container, loading no more than 2,000 pounds of possessions or placing any Prohibited Goods in the container; (b) adequately packing possessions for safe transport and storage; (c) locking the container in a manner that in the Customer's sole discretion will adequately secure the container; (d) being present or having a designated representative present at the delivery address during the scheduled delivery appointment to specify container placement; (e) ensuring there is ample space and clearance for each container delivered; (f) if applicable, provide Door to Door written permission, at the time of delivery, to maneuver the forklift and/or truck on the Customer's property to place and retrieve the container(s); (g) returning each container to Door to Door in the same condition as when received from Door to Door, less ordinary wear and tear.
- CHARGES AND FEES, TERMS OF PAYMENT:** Customer agrees to pay Door to Door for the rental storage and transfer of assigned storage containers. Customer will pay Door to Door for the full amount of Services described in the Confirmation Email, without proration or deduction, less any amounts due to Independent Service Providers, if any. Customer will pay Independent Service Providers directly, subject to the Independent Service Providers' billing policies. Door to Door does not collect fees on behalf of any Independent Service Providers. The amount charged for monthly container rental can be adjusted by Door to Door at any time with thirty (30) days written notice, after the contract period. Customer agrees to pay for all fees listed at www.doortodoor.com/doingbusiness as assessed. Fees may be changed from time to time by Door to Door without notice. Any fee changes will not affect the other Agreement terms, which will remain in full force and effect. Customer agrees to pay all amounts due under this Agreement, by the first day of each month, without deductions and without demand. If payment is not received by the 10th of the month, a late fee will be applied. A late fee assessment does not change the Customer's obligation to pay according to the Agreement terms, does not diminish Door to Door's right to lien and foreclose on Customer property, or limit any other rights or remedies to pursue collection of unpaid amounts due under this Agreement.

Customers will pay a deposit by credit card, of the Total Charges prior to delivery of container(s) to the origination address. The deposit is refundable if Customer cancels services 7 or more days prior to delivery of the container(s). Customer will pay the balance of the Total Charges and any additional charges or fees prior to container shipment.

The storage period starts from the day the container(s) are delivered to Customer's address, and ends the day the container(s) are picked up empty and returned to the destination storage center. While the container(s) are in transit between the origin and destination facilities, storage days do not apply. For long-distance moves that require storage beyond 14 days, Customer will pay Door to Door the prevailing storage rates, and if applicable, any fees charged by an Independent Service Provider.

- PERMIT FEES:** Many cities require permits to drop off or place container(s). Customer will be responsible for complying with all local requirements and paying any permit fees. In certain cities, Door to Door can obtain permits on the Customer's behalf. If this service is provided, Door to Door may obtain permits up to 10 business days before delivery and if fees apply, charge the Customer's credit card. If the Customer reschedules the reservation after the permit has been acquired, a new permit and additional fees may be necessary. All permit fees are non-refundable.
- DEFAULT, LIENS AND SALE:** If Customer fails to pay all fees when due, and remains delinquent for more than 14 days, Door to Door will claim a lien on the Customer's property and may refuse to allow access to Customer's container. Door to Door may foreclose on the Customer's property and sell the goods at auction to satisfy unpaid charges and fees. Door to Door's specific lien rights are in addition to all the other rights and remedies provided by law to Door to Door as a creditor. Fees and charges owed under this Agreement will remain due and payable by Customer, regardless of whether Customer's property is auctioned to satisfy a lien, and Door to Door may pursue collection of any deficiency. Door to Door reserves all rights and remedies to pursue collection of any amounts that are not satisfied through the lien foreclosure and auction process. Partial payments will have no effect on Door to Door's right to foreclose its lien.
- LIMITATION OF LIABILITY:** DOOR TO DOOR'S LIABILITY TO CUSTOMER FOR DAMAGES, LOSS OR THEFT OF PROPERTY, OR INJURY TO PERSONS FOR ANY CAUSE, IS LIMITED BY THIS AGREEMENT. CUSTOMER MUST FOLLOW DOOR TO DOOR'S CLAIM PROCEDURES DESCRIBED IN SECTION 8 TO MAKE A CLAIM. DOOR TO DOOR WILL NOT PROCESS ANY PAYMENT FOR DAMAGES THAT IS LESS THAN OR EQUAL TO \$250 PER CONTAINER. IF THE DAMAGES EXCEED \$250, DOOR TO DOOR WILL PAY DAMAGES OF UP TO \$750 PER CONTAINER. DOOR TO DOOR EXPRESSLY DISCLAIMS ANY LIABILITY IN EXCESS OF \$750 PER CONTAINER. DOOR TO DOOR'S LIMITATION OF LIABILITY WILL NOT BE AGGREGATED AMONG MULTIPLE CONTAINER(S) AND IS ONLY APPLICABLE ON A PER CONTAINER BASIS. DOOR TO DOOR WILL HAVE NO LIABILITY FOR CLAIMS OR LOSSES ARISING OUT OF ACTS OF GOD OR RESULTING FROM CUSTOMER'S FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CUSTOMER OBLIGATIONS. IN ADDITION, DOOR TO DOOR WILL NOT BE LIABLE FOR ANY DAMAGES, LOSS, THEFT, OR INJURY RESULTING FROM STORAGE OF ANY PROHIBITED GOODS.

7. **CUSTOMER PROTECTION PLAN (CPP):** If the Customer requires additional protection for stored property, Customer may elect to participate in the Door to Door CPP. If the Customer elects to participate in the CPP, Door to Door will pay up to protection coverage purchased, after the deductible, for property loss or to replace damaged goods. Container CPP amounts may not be aggregated for claim purposes, and all claims must be on a per container basis. Under CPP, Door to Door expressly disclaims any replacement value liability in excess of the protection coverage purchased per container, and Customer is responsible for any value in excess of this amount. Without limitation of any other provision of this Agreement, Door to Door will have no liability for claims or losses arising out of acts of God or resulting from Customer's failure to comply with this Agreement, including without limitation the Customer Obligations, and Door to Door will not be liable under the CPP for any damages in connection with Prohibited Goods.
8. **FILING A CLAIM:** Customer must file all claims for loss or damage within 30 days after the delivery of the container(s). Customer will report all claims to Door to Door's customer service department at (888) 366-7222, in accordance with the policies set forth at www.doortodoor.com/doingbusiness.
9. **CONSEQUENTIAL DAMAGES:** In no event will Door to Door be liable for any special, indirect, willful, punitive, incidental, exemplary, or consequential damages (including without limitation any sentimental or emotional value), damages for loss of profits, or damages for loss of business of customer or any third party, including without limitation any damages arising out of the use or the inability to use the contents of customer's container(s), whether based on contract, tort, or any other legal theory, even if the customer has been advised of the possibility of such damages.
10. **INDEMNITY:** Customer will indemnify, defend and hold Door to Door harmless from and against all claims or losses (including any attorneys' fees and costs) resulting from Customer's breach of this Agreement (including without limitation the Customer Obligations) or breach of any law in connection with the Services provided.
11. **COMPLIANCE WITH AGREEMENT AND ADDENDA:** Customer will comply in all respects with this Agreement and any other agreements or addenda attached, provided or set out at www.doortodoor.com/doingbusiness, including without limitation, "Doing Business With Door to Door". Customer will conduct themselves in a safe and appropriate manner within a Door to Door facility and during interactions with Door to Door's employees.
12. **FORCE MAJEURE:** Door to Door will not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control. The number of days required for shipping may change due to weather conditions, road conditions, national holidays, strikes, or other factors. The date provided in the Confirmation Email is only an estimate of the arrival time at the destination.
13. **TERMINATION:** Either party may terminate this Agreement for any reason by providing 30 days prior written notice of termination. Customer's goods must be removed from Door to Door's container(s) on or before the termination date. If Customer's possessions are not removed by the termination date, Door to Door may dispose of such possession in accordance with applicable law. All applicable Sections of this agreement will survive termination.
14. **GENERAL:** This Agreement is governed by Washington State law. This Agreement may not be assigned by the Customer. Door to Door may assign this Agreement without Customer notice or consent. Failure by Door to Door to require Customer's performance, or to claim a breach, will not be a waiver for any future breach, affect the validity of this Agreement or limit Door to Door in regards to any future breach. If any Agreement provision is found to be invalid or prohibited under applicable law, the provision would be limited only to the extent of the prohibition, and will not invalidate the remainder of the provision or the Agreement. In the event of any conflict between this Agreement, the Confirmation Email, any Bill of Lading, or any Proof of Delivery, the terms of this Agreement will prevail. This Agreement, along with the Confirmation Email and any Proof of Delivery, and any attachments or references to website pages or other documents, constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior and contemporaneous understandings and agreements whether oral or written.

Customer authorizes Door to Door, without further notice, to release Customer information or provide access to Customer container(s), as may be required by applicable law or by an Independent Service Provider. Door to Door has the right, but not the obligation, to remove Customer lock(s), enter container(s) without Customer notice, and take any other action necessary or appropriate to comply with applicable law, enforce Door to Door's rights under this Agreement or to preserve the storage premises. Door to Door is not responsible for any Customer property loss or damage, including replacement lock(s), resulting from any entry authorized by this Agreement or compelled by law.

CALIFORNIA STORAGE CUSTOMERS ONLY:

California residents have additional rights described in the California Self-Service Storage Act at Cal. Bus. Code §§ 21700-21716, with respect to the terms in Section 5.

CUSTOMERS MOVING TO THE STATE OF CALIFORNIA:

If Customer is moving to California from another state, Customer must fill out a Gypsy Moth Inspection Document and submit it to Door to Door at the time of full container(s) pick-up, and prior to container shipment. Customer's shipment may be delayed if Customer provides the Gypsy Moth Inspection Document late.