



# LICENSE AGREEMENT

LICENSOR: Box Yard LLC  
5040 Tabor St  
Wheat Ridge, CO 80033  
720-266-0400

## LICENSEE:

Business Name	Personal Name
Business Address	Home Address
Business Phone	Home/Mobile Phone
Business Email	Personal Email
Business EIN	Social Security Number

## DESCRIPTION OF BUSINESS AND/OR ITEMS TO BE STORED AT BOX YARD:

START DATE: \_\_\_\_\_

## MONTHLY BILLING DATE (Choose One)

- 1<sup>st</sup> of the month
- 15<sup>th</sup> of the month

## TO BE LICENSED:

Container Description & Number	Yard Location Description	Monthly License Rate (with 4.0% tax)

SUMMARY OF NEW LICENSE CHARGES:

Description	Amount
Prorated 1 <sup>st</sup> Month License Rate to next charge date:	
Deposit:	
Other:	
<b>Total Price to Start:</b>	

PAYMENT METHOD:

Total Price to Start ( <i>choose one</i> ): <input type="checkbox"/> Check on delivery <input type="checkbox"/> ACH/Wire Transfer <input type="checkbox"/> Credit Card (3% fee)	
Monthly Charges ( <i>choose one</i> ): <input type="checkbox"/> Automatic Checking Account Debit <input type="checkbox"/> Credit Card (3% fee)	
ACH Routing Number	ACH Account Number
Signature	Name
Credit Card Number	Expiration/CCV
Signature	Name
Date	Title
Billing Zip Code	

With signature above, Licensor agrees to the Box Yard LLC Master License Agreement Terms & Conditions

## OUTDOOR STORAGE YARD SUMMARY RULES AND TERMS

1. All agreements are month to month and may be terminated by either party with 30 days notice. The agreement renews monthly if notice is not given.
2. Only insured and operational vehicles and trailers can be stored outside a shipping container.
3. Only shipping containers owned by Box Yard can be stored in the yard space that is rented.
4. Shipping containers cannot be modified or permanently changed in any way (no paint, holes, etc.)
5. Licensee understand that this is an unsupervised yard without cameras and theft and vandalism are potential risks to having any property stored here. Accordingly, Licensee will not hold Box Yard liable for any loss or damage related to this rental.
6. There are no trash receptacles or utilities available.
7. Licensee understands that parking anywhere not designated as Licensee's assigned space may result in the Licensee's vehicle being booted, noticed with stickers and/or towed, all at Licensee's expense.
8. Licensee understands this is shared space used by other businesses and agrees to work toward good community relations and lock gate on leaving every time
9. Licensee agrees not to contact or enter Foothills Paving office or yard.

## Box Yard LLC Master License Agreement Terms & Conditions

This License Agreement (the "License") is entered into between Box Yard LLC, a Colorado limited liability company ("Box Yard"), and Licensee (as listed above). In consideration of the payment of the Monthly License Rate (as set forth in the Webpage agreement); all other costs, charges, and expenses which Licensee assumes, agrees, or is obligated to pay to Box Yard pursuant to this License ; and the performance of the other promises by Licensee set forth below, Box Yard hereby grants a license to Licensee to access and use the Premises ( hereto as one or more fenced outdoor yards or unfenced parking spaces), which attachment is incorporated into and is a part of this License. The Premises are located on a portion of the Property (described in Summary C below) and may be used exclusively for the purposes set forth in Summary G below, subject to all the terms and provisions set forth in this License. Licensee acknowledges that this License does not create a tenancy interest, leasehold estate or other property interest of any kind with respect to the Premises or the Property.

### SUMMARY OF BASIC LICENSE TERMS

Summary C. Property: Fenced lot on the north side of 5040 Tabor Street leased by Box Yard from Foothills Paving (property owner).

Box Yard will make every attempt to keep the same container storage and parking/yard space available for the Licensee, however, container storage and parking/yard spaces are subject to change at Box Yard's discretion. Licensee understands that parking anywhere not designated as Licensee's assigned space may result in the Licensee's vehicle being booted, noticed with stickers and/or towed, all at Licensee's expense.

Summary G. Permitted Use: Licensee shall use the Premises solely for: Storage inside of a shipping container and parking of operational vehicles and trailers. No other outside storage is permitted.

Premises: Box Yard hereby (a) Licenses to Licensee and Licensee hereby Licenses from Box Yard the Premises described in SUMMARY D and Attachment A (the "Premises"), and (b) agrees that Licensee has an exclusive license to use the Premises for the purposes described in Summary H. Licensee is accepting the Premises in its existing, "AS- IS" condition. Licensee shall not make any improvements or renovations of any kind to the Premises, and Box Yard is not obligated to make any improvements or renovations related to the Premises. Licensee expressly acknowledges and agrees that this is a sublease of Box Yard's lease and that neither Box Yard nor any agents, representatives or employees of Box Yard have made any representation or warranty, express or implied, regarding the condition of the Premises or the Property or with respect to the suitability of any of the foregoing for the purposes described in Summary H.

Term of License: The term of this License shall be for an initial period of 1 month. If Licensee continues to use the Premises beyond the expiration of the License term without the written consent of Box Yard, The license will continue on a month to month basis at the same rate unless 30 days notice is given. All other terms and conditions of this License shall apply to Licensee's unauthorized use. Notwithstanding the foregoing, Box Yard shall be entitled to exercise all legal remedies pursuant to Section 22 of this License for the purpose of terminating Licensee's unauthorized use of the Premises.

Monthly License Rate: The Monthly License Rate is defined as stated in license agreement . All fees and other charges due hereunder shall be due on the first day of each month at the Box Yard address set forth above in SUMMARY H above. If the Monthly License Rate is not received by Box Yard by the fifth day of the month, Licensee shall pay to Box Yard a late fee of either: (a) \$100, or (b) 15% of the Monthly License Rate, whichever is greater, in addition to the Monthly License Rate. If these fees are not paid by the tenth day of the month, then Box Yard may choose to permanently lock Licensee out of the Premises with no access allowed, or temporarily lock Licensee out of the Premises with no access allowed until all fees and accrued interest have been paid in full. In either case, all unpaid fees shall also accrue interest from the tenth of the month until paid at the rate of 18% per annum.

Use of Premises: Licensee agrees as follows:

(a) Use of the Premises and the Property: To use the Premises and access across the Property solely as and for the purposes specified in SUMMARY G above. Box Yard's consent to such use is not an assurance or warranty that the Premises are appropriate for Licensee's use. Licensee represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use and that such use is permitted by applicable law. Box Yard expressly reserves its right to License space within the Property as it sees fit. Box Yard reserves the right to grant licenses for other parts of the Property other than the Premises to licensees who may directly or indirectly compete with Licensee. No cooking, sleeping or lodging shall be permitted by any Licensee on the Premises.

(b) Signage: Licensee is not permitted to erect a sign or signs upon the Premises.

(c) Vacancy: It will be deemed a Default of the License if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the License, Box Yard may, without being obligated to do so and without terminating the License, retake possession of the Premises and re-license, or attempt to re-license them for such fees and upon such conditions as Box Yard deems in its sole discretion. Licensee shall be liable for any past and future unpaid portion of the Monthly License Rate prior to the date of a new license of the Premises, together with all of Box Yard's costs relating to necessary repairs to the Premises and to retaking possession and re-licensing the Premises, including all of Box Yard's attorneys' fees and related costs.

(d) Alcohol, Drugs and Dangerous Activities: Licensee and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Licensee and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises. Licensee shall not allow alcoholic beverages to be brought upon or stored upon the Premises. Licensee shall not allow illegal drugs or controlled substances to be brought upon or stored upon the Premises. Licensee and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Box Yard to insure the Property. Licensee shall not engage in any hazardous or dangerous activities upon the Premises.

(e) Disturbing Others: Neither Licensee nor its sublicensees, licensees, employees, guests, or invitees shall act in any manner that would interfere with or be a nuisance to other licensees, occupants, or invitees of the Property or that would interfere with those other parties' quiet enjoyment of the Property. Said prohibition includes, but is not limited to, loud noises (including loud music), noxious or unpleasant odors, and disruptive behavior or actions. Licensee shall not permit any portion of the Premises to be used in a manner that may endanger other licensees, occupants, or invitees of the Property, or any person living near the Premises. Licensee shall keep the Premises in a safe condition.

(f) Pets and Animals: Pets or animals shall not be permitted upon the Property.

(g) Storage/ Waste/Rubbish Removal: Licensee shall not perform any action that may injure the Premises or Property. Licensee shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Licensee shall be responsible for contracting for and paying for trash and debris removal resulting from Licensee's use of the Premises. Licensee shall store all of Licensee's personal property entirely within the Premises, which Licensee shall maintain in a neat and clean condition. Licensee shall store all trash and refuse in adequate containers within the Premises, not visible to persons in or about the Property, and in a manner that does not create any health or fire hazard.

(h) Hazardous Material Prohibited:

No flammable, combustible, or explosive fluid, material, chemical or substance shall be brought or kept upon, in or about the Premises. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees. If Licensee breaches this obligation, or if the presence of Hazardous Material on the Premises results in contamination of the Premises, or if

contamination of the Premises by Hazardous Material otherwise occurs for which Licensee is legally responsible, then Licensee shall indemnify, defend and hold Box Yard harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of the Property or its usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, all of Box Yard's attorney fees, consultant fees and expert fees) which arise during or after the License term as a result of such breach. This indemnification of Box Yard by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Licensee results in any contamination of the Premises, Licensee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Box Yard's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not have any potential material adverse effect on the Premises. Licensee shall not do any maintenance or repair work on vehicles that involves liquids including but not limited to: gasoline, oil, transmission fluid, brake fluid, radiator fluid, power steering fluid, & coolant.

(2) As used in this License, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. §6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. §6991).

(i) Marijuana/Cannabis Prohibition: Licensee shall not be permitted to, and shall not permit its employees, agents, clients, customers, guests and invitees to possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises or the Property. The foregoing prohibition includes any possession, use or consumption pursuant to any medical license or with respect to any medical, retail or recreational marijuana activities or businesses that may otherwise be permitted under the laws of the State of Colorado or any local rules or regulations now or hereafter in effect.

6. Common Area Maintenance: Box Yard shall use reasonable efforts to maintain and repair Common Areas of the Property, including surfaces. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Licensee, its employees, licensees, invitees, or contractors shall be paid by Licensee to Box Yard. Box Yard shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Box Yard shall have no liability whatsoever for any delays in causing such repairs to be made, including without limitation, any liability for injury to or loss of Licensee's business; nor shall any delays (a) entitle Licensee to any abatement of Monthly License Rates, other fees and charges, or the payment of damages, or (b) be deemed an eviction of Licensee in whole or in part.

7. Care and Maintenance of Premises: Licensee acknowledges that the Premises are in good order and repair. Licensee shall, at his own expense and at all times, maintain the Premises in good and safe condition, and shall surrender the same at the termination of this License in as good condition as received, normal wear and tear excepted.

8. Alterations: Licensee shall not, without first obtaining the written consent of Box Yard, make any alterations, additions, or improvements, in, to or about the Premises or the Shipping Container. If such improvements are approved by the Box Yard, Licensee shall hold harmless and indemnify Box Yard from any mechanics' liens or

other claims relating in any way to the construction of improvements on the property. Upon the termination of this License, Licensee shall remove any improvements placed on the Premises by Licensee, provided that any damage resulting from the removal is promptly repaired at the sole expense of Licensee. If Licensee fails to remove all improvements placed on the Premises by Licensee upon the termination of this License, they shall be deemed abandoned, and Box Yard shall have the option in its sole discretion of taking permanent possession of such improvements and leaving in place or disposing of them at Licensee's sole expense.

9. Ordinances and Statutes: Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

10. Assignment and Transfer of Premises or Property: Licensee shall not assign this License without the prior written consent of Box Yard in its sole discretion. Any such assignment without consent shall be void, and Box Yard may immediately terminate this License in its sole discretion. Box Yard may assign its interest in this License or transfer its interest in the Premises or the Property without the prior consent of Licensee. In the event of any transfer or transfers of Box Yard's interest in the Premises or in the Property, other than a transfer for security purposes only, Box Yard shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer, provided the transferee assumes all of Box Yard's obligations set forth in this License.

11. Entry and Inspection: License shall permit Box Yard or Box Yard's representatives to enter upon the Premises at reasonable times and upon reasonable notice for the purposes of inspecting the same. Licensee shall permit Box Yard at any time within sixty (60) days prior to the expiration of this License to place upon the Premises, "Available For License" signs, and shall permit persons desiring to License the same to inspect the Premises thereafter.

12. Abandonment: In the event of an abandonment of the Premises, Box Yard may, without being obligated to do so and without terminating this License, retake possession of the Premises and exercise any of the remedies contained in Section 13 below.

13. Re-Entry: In the event of re-entry by Box Yard as a result of abandonment or a Default by Licensee:

Licensee shall be liable for damages to Box Yard for all losses sustained, including without limitation, all unpaid portions of the Monthly License Rate as of the date of abandonment through the balance of the term of this License, together with all applicable interest and penalties, any other sums due and owing pursuant to the terms of this License, and all reasonable attorneys' fees and costs.

Licensee's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises, and in Box Yard's sole discretion such personal property may, at Licensee's expense, be stored or disposed of. Box Yard shall not be deemed a bailee of the property removed, and Box Yard shall not be liable for the property or any damage thereto. Licensee shall indemnify Box Yard for any expense in defending against any claim by Licensee or any third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Box Yard's action under the terms of this License.

Box Yard may attempt to relicense the Premises for such Monthly License Rate and under such terms as Box Yard in its sole discretion deems appropriate.

Box Yard may enter the Premises, clean and make repairs, and charge Licensee therefore.

Any money received by Box Yard from Licensee shall be applied first to the Monthly License Rate and then to all other payment obligations of Licensee pursuant to the terms of this License.

(f) Licensee shall surrender all keys and no longer have any right to the use of the Premises.

14. Indemnification of Box Yard: Box Yard shall not be liable for any damage or injury to Licensee, or any other person, or for any property, occurring on the Premises or on the Property in any way related to the use of the

premises or the Property, and Licensee shall hold Box Yard and its employees, agents and invitees harmless from any claim for damages in any way related to Licensee's use of the Premises or the Property, no matter how caused. Such "indemnity" shall include Box Yard's costs and attorney's fees incurred in defending against any such claims in the event Licensee fails to meet its indemnification responsibilities. Licensee hereby assumes any and all risk of damage of property and vehicles stored or parked on Premises from any source including, but not limited to: fire, theft, vandalism, flood or acts of God. Box Yard denies any liability regarding any property or vehicles stored or parked on Premises and any liability for persons injured on or about the Premises.

15. Insurance: Licensee, at his expense, shall

[ ] for yards and shipping containers: maintain public liability insurance including bodily injury and property damage insuring Licensee and Box Yard with minimum coverage of One Million Dollars (\$1,000,000.00). Licensee shall provide Box Yard with a Certificate of Insurance showing Box Yard as an additional insured. The Certificate shall provide for a ten-day written notice to Box Yard in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Box Yard or Licensee, Licensee and Box Yard, for the benefit of each other and their respective employees, agents and contractors, waive any and all rights of subrogation which might otherwise exist.

[ ] for vehicles with a gross vehicle weight (GVW) of 18,000 pounds or more: maintain liability insurance (including bodily injury and property damage) that meets or exceeds the coverages required by Colorado State law and, if applicable, the coverages required by the Federal Motor Carrier Safety Administration (FMCSA). Licensee shall provide Box Yard with a Certificate of Insurance or copy of the insurance policy via email.

[ ] for cars: maintain liability insurance (including bodily injury and property damage) that meets or exceeds the coverages required by Colorado State law. Licensee shall provide Box Yard with a Certificate of Insurance or copy of the insurance policy via email.

16. Personal Property Taxes: Licensee shall pay all personal property taxes on goods, equipment, vehicles and any other personal property kept on the Premises.

17. Events of Default: The following shall constitute a default by Licensee:

- (a) If all or any part of the Monthly License Rate or any other sums payable hereunder are not received by Box Yard within fifteen (15) days of their due date, this shall constitute a default by the Licensee.
- (b) If Licensee fails to perform and keep each of the other covenants, agreements and conditions in this License and such non-performance continues for five (5) days following written notice of such default from Box Yard.
- (c) In the event of a default by Licensee, Box Yard, with or without formal legal process, may enter upon and take possession of the Premises with or without terminating this License, may lock Licensee out of the Premises, and may bring an action to recover any amounts due or to become due under this License. In the event of any such default, whether or not this License is terminated, Licensee shall remain liable for all unpaid Monthly License Rates and other charges payable under this License for the balance of the License term.
- (d) No failure to enforce any provision of this license shall be deemed a waiver of that provision.

18. Governing Law and Venue: Any legal actions concerning this License shall be brought in the Superior Court of Maricopa County. The laws of the State of Colorado shall apply to this License.

19. Remedies are Cumulative: No reference to or exercise of any specific right or remedy by Box Yard precludes Box Yard from exercising or invoking any other remedy.

20. Successors: All provisions of this License shall bind the successors and permitted assigns of Licensee, and it is binding upon and inures to the benefit of the heirs and successors in interest of the parties hereto.



21. **Limit of Box Yard's Liability:** Box Yard shall not be responsible for the acts or omissions of any other Licensee or third party that may interfere with Licensee's use and enjoyment of the Premises. There shall be absolutely no liability on the part of any member, manager, partner, shareholder, officer or director of Box Yard, their respective successors, assigns, legal representatives, heirs or any mortgagee in possession (for the purposes of this section collectively referred to as "Box Yard") with respect to any of the terms and conditions of this License, and the Licensee shall look solely to the interest of Box Yard in the Property for the satisfaction of each and every remedy of Licensee in the event any breach by Box Yard of the terms, covenants and conditions of this License. Such exculpation of liability shall be absolute and without any exception whatsoever.

22. **Attorneys' Fees:** In the event a lawsuit is commenced for recovery of the Premises or for any sum due hereunder, or because of any act or event related to the Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

23. **Notices:** Any notice which either party may or is required to give shall be given by mail (postage prepaid) to Box Yard or Licensee at the respective address shown in Summary H and I above, or at such other places as may be designated by the parties in writing from time to time. All notices shall be effective on the date mailed to the other party.

24. **Guarantor(s):** In the event this License is guaranteed, the person(s) guaranteeing the License ("Guarantor") hereby absolutely guarantees Licensee's obligations and performance under this License. Guarantor further agrees to be bound by the same covenants and conditions of the License and hereby makes the same warranties and representations as Licensee hereunder. If Licensee defaults in the performance of its obligations under the License, Guarantor will perform said obligations.

25. **Entire Agreement and Additional Provisions:** The foregoing together with Attachment A constitute the entire agreement between the parties and may be modified only in writing signed by both parties. In the event that there are any such modifications or additional agreements between the parties, they shall be set forth in one or more Addenda signed by all parties to this License (and, if applicable, by all Guarantors of this License) which Addenda shall be attached to this License and thereby become a part of this License.

**NOTE:** Upon thirty (30) days written notice, Box Yard may in its sole discretion relocate the Premises described above if they consist of a fenced yard(s) to a different fenced yard(s) located on the Property and designated by Box Yard, provided: (a) the new location(s) is substantially the same size and shape as the Premises described above, and (b) Box Yard reimburses Licensee for the reasonable costs of moving Licensee's personal property to the new location(s). Upon five (5) days written notice, Box Yard may in its sole discretion relocate the Premises that consist of an unenclosed parking space(s) to another unenclosed parking space(s) located on the Property and designated by Box Yard.

#### Summary H - Shipping Container Terms:

1. **License.** Customer ("you") hereby license from Box Yard all storage or containment units and equipment identified as part of this License and any future substituted or added units (collectively, "Units"). This Master License will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. Unless agreed to otherwise by Box Yard, all Charges are due monthly in advance without demand. Charges and terms of this License are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. If you have provided Box Yard with credit card information, you authorize Box Yard to charge your credit card for all Charges. Box Yard may apply the last month license fee to damage or Charges.

2. **Use and Removal.** You may store Units at your delivery location or pay Box Yard to store Units at a Box Yard facility and agree Units may be stored by Box Yard at an alternative location in Box Yard's sole discretion. Box Yard does not warrant that the equipment meets any local or state code not specifically listed. By using Units you

or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify Box Yard in writing of any defect. You shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("Contents") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, leaking of any Unit, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not allow habitation in Units or store dangerous, illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, software, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. You shall pay Box Yard all Charges to clean, paint, repair, remove locks, make immediately ready for re-license any Unit and to remove, store, or dispose of Contents. You shall keep Units freely accessible at all times for inspection and removal. If a Unit is destroyed, damaged beyond repair, lost, stolen or not returned, you shall pay the Unit replacement value plus applicable taxes. You are responsible to remove all locks and clean and empty the Unit prior to return to Box Yard. Box Yard may remove all locks, empty Unit and any Contents left in Units may become Box Yard property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for Box Yard removal or for changes in site condition.

3. **Warranty Disclaimer.** You shall maintain the Unit in good condition. You are responsible to regularly inspect the Unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant Box Yard a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. **Box Yard MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE .** You license the Units "as is." Box Yard shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse Box Yard and its directors, officers, employees, and agents "Box Yard Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, placement, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this License. Units shall not be attached or affixed to real property.

4. **Insurance and Loss Limitation Waiver ("LLW").** Neither you nor your insurer shall have any claim (direct or subrogation) against Box Yard. **INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY--Box Yard DOES NOT PROVIDE ANY INSURANCE .**

5. **Miscellaneous.** Box Yard may terminate this License at any time without notice. Each of the following constitute an "Event of Default": (a) you fail to perform any term of any License, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) Box Yard has a reasonable belief of an anticipatory default by you. Upon an Event of Default Box Yard may, without legal process or notice, terminate a License, enter any premises, repossess Units, remove any locks on property or Units, remove Contents without regard to their protection or pursue any other remedy available. You grant Box Yard access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, you approve Box Yard to remove Contents or exercise its Contents lien and you will have no claim for damaged Contents. If you do not pay all Charges due and remove all Contents from Box Yard premises, you grant Box Yard permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer relicenses and agrees to indemnify Box Yard and Box Yard Related Parties from any claims for trespass, conversion and any damages arising from repossession. You agree to pay, as liquidated damages, Box Yard's collection/repossession/disposal fees, attorney's fees and any other cost incurred by any Event of Default or the exercise of Box Yard's remedies. Repossession shall not relieve you of your obligation to pay Charges owed. No remedy herein is exclusive and shall be in addition to any remedy herein or

otherwise available to Box Yard. If Box Yard seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any bond posting requirement. Acceptance of partial payment shall not constitute a waiver of Box Yard's right to full payment. Any endorsements appearing on your checks shall not affect Charges owed. You shall not sell or sublicense a Unit or assign your duties hereunder. Box Yard may assign, pledge or transfer this License without your consent. Except as provided in Section 1, a License may only be amended in writing executed by the parties, shall be governed by the state laws where this License was executed by Box Yard ("Jurisdiction") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that Box Yard may bring suit against you in any county where the Unit is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the License or any other provision. This License may be executed in multiple counterparts and by electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a License. You agree that Box Yard's total liability under this License shall not exceed \$5,000. Box Yard, you and your agents or invitees waive any right to trial by jury for any cause of action brought against Box Yard or Box Yard Related Parties. Both parties agree to exclusively abide by the notice, access, lien and sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and sale procedures.

This concludes all the terms and conditions of the License as last edited November 9, 2023.