

By placing a Motor Vehicle in the Facility, the Occupant represents that they are the legal owner of the vehicle, is in possession of valid ownership documents, and that the vehicle is properly insured. The Facility may elect to require proof of these documents at their sole discretion for approval of any vehicle being placed at the Facility. Occupant represents that he owns or has legal possession of the Motor Vehicle at the Facility and that any Motor Vehicle is free and clear of all liens and secured interests, except for those specified in the vehicle details. The Facility is not taking physical possession of any Motor Vehicle as part of the storage agreement, and no bailment is created between the parties.

Failure to provide any proof requested by the Facility shall be a reason for the Motor Vehicle to be denied entry to the Facility, or to cause the Facility to remove the Motor Vehicle at the sole cost and risk to the Occupant.

Any instance of a Motor Vehicle found to have been placed at the Facility without prior notification to the Facility management shall be a breach of the rental agreement. Prior notification will be evidenced only by entry on the above inventory form.

Occupant specifically grants the facility a security interest in each and every Motor Vehicle placed at the Facility in the amount of \$2000 per vehicle. This security interest is required to offset certain costs for the processing and sale of a Motor Vehicle in the event that the Occupant defaults on either the underlying rental agreement or this Motor Vehicle Addendum. This security interest is in addition to any other remedies held by the Facility by contract or law.

A default will occur if the Occupant fails to disclose the presence of a vehicle left at the facility, if the Occupant fails to provide proof documents requested, if the Occupant defaults under the underlying rental agreement, if the Occupant does not immediately remove a Motor Vehicle determined to be unsuitable for storage at the sole determination of the Facility, or if the storage of the Motor Vehicle causes any additional risk, cost, or damage to the Facility or other Occupants.

The Occupant agrees to hold harmless the Facility from any losses or expenses that are incurred by the Occupant as a result of storing or of the Facility disposing of a Motor Vehicle. The Occupant agrees to indemnify the Facility and third parties involved in processing title documents or sale of the vehicle.

Occupant authorizes the Facility and or Records Processing LLC (CarTitles.com) to process any vehicle documents required to transfer the vehicle to the Facility or to transfer the title to a third party designated by the facility.

Upon default, this agreement converts to a valid bill of sale transferring the vehicles listed above to the Facility or to a designated assignee.

Upon disposal or sale of any Motor Vehicle by the Facility, the proceeds for each vehicle will be distributed as follows:

The first \$2000 is retained by the Facility to offset costs for processing and administrating the title transfer. Such costs can include actual title fees, labor, third party service fees, lost productivity, and management expenses.

Remaining proceeds will be distributed in the following order:

- Next, to any excess costs in the above described category.
- Next, to any disposal fees such as towing, cleanup, damage to Facility, damage to other Occupants, environmental mitigation, auction fees, advertising fees, notification fees, mailing, or related to removal.
- Next, to any costs or losses related to the underlying storage contract default, such as lost rent, penalties, or other costs specified in the rental agreement or by law.
- Next, to any remaining or residual lienholder holds a valid a security interest in the vehicle.
- Next, to any other owner holding valid ownership in the vehicle.
- Next, to the Occupant if they can be located
- Last, to any government "Lost assets fund"

Occupant agrees that the Facility or its heirs, assistants, assigns, third party contractors, employees, or related parties are not responsible for any loss or damage to any Motor Vehicle placed at the Facility whether the vehicle is placed with or without permission of the Facility.

Occupant authorized the Facility and Records Processing LLC (CarTitles.com) to make inquiries regarding the vehicle ownership, notifications to prior owners and lienholders, request government documents, advise law enforcement and authorities, and make any other inquiries or notifications regarding the vehicle, even if the notifications benefit solely the Facility or Records Processing LLC. Occupant indemnifies and holds harmless the Facility and Records Processing LLC from any losses or damages due to this activity. Occupant indemnifies and will defend the Facility and Records Processing LLC from any losses incurred by lienholders or other owners due to this activity.

This agreement is not intended to provide legal, financial, or contractual advice. All parties are responsible for obtaining qualified legal advice prior to using or entering into this agreement. Records Processing LLC is acting as a scrivener role only in providing document preparation services at the specific request of clients. This agreement does not diminish or waive any rights due to the Facility within the underlying rental agreement.

The text of this agreement is copyrighted by Records Processing LLC, and can be used by self storage facilities at their sole risk and liability if it is used in its entirety with no modifications. Any requests for changes must be approved in writing by the copyright holder.
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