

ELMWOOD VALET STORAGE TERMS OF SERVICE

For the consideration hereinafter stated, Elmwood Records, LLC d/b/a Elmwood Valet Storage (hereinafter the "Company") shall store Customer's personal property ("Personal Property") in a facility located in Elmwood, Louisiana 70123 (hereinafter the "Facility") via a nonnegotiable warehouse receipt (hereinafter called "Receipt"). Said Personal Property shall be picked up by Company and redelivered to Customer upon request provided all storage and other charges are paid and the Receipt surrendered. No access to property will be allowed and delivery will not be scheduled unless all charges are paid in full. Failure to return the Receipt for correction within five days of receipt shall be evidence that the Receipt is correct, shall be deemed a consent to and ratification to all of its terms and conditions.

1. Term: The term of the Receipt shall be a minimum of three (3) months and shall thereafter be on a month to month basis until terminated by either Company or Customer. **The term of your agreement will start the day before your scheduled pick-up.**

2. Storage Charges: Customer will be charged a monthly Storage Charge at rates set forth in Company's rate sheet, as may be amended from time to time, commencing on the Date referenced above and terminating on the termination of this Agreement. Storage Charges are calculated on monthly basis and must be paid on the monthly anniversary date of the date of this Receipt ("Due Date"). There will be no proration for partial months. **All charges are mandatory. The minimum Storage Charge payable under this Agreement is three (3) months and all Storage Charges are non-refundable. FIRST MONTH'S CHARGES MUST BE PAID BEFORE YOUR PROPERTY IS PICKED UP BY THE COMPANY.** The Storage Charge will be payable to Company in advance, without set-off or notice to Customer, on the first of each month. In the event any applicable municipality or governmental agency imposes any sales, use, excise or other tax or charge on or in connection with the storage of the Personal Property, Customer shall (in addition to the other charges referenced herein) timely pay the applicable tax or charge to Company.

3. Fees: A late charge will be assessed if any monthly charge is not received after the 5th day from the due date. A second late charge will be assessed if any monthly charge is not received by the 15th day from monthly due date. Customer will not receive a monthly billing invoice. No storage charges or fee refunds will be granted. The Monthly Storage Fee is subject to change upon 30 days' advance written notice to Customer. If any check for payment from the Customer is dishonored for any reason, said late charge shall be due and payable in addition to a return check charge. A lien charge will be assessed if any monthly charge is not received by the 30th day from the due date. If Customer's property is processed for sale at public auction, Customer shall be responsible for a minimum public auction processing fee. There will be additional fees charged to Customer for cancellation of pick up or delivery services or for Customer delays in pick up or delivery. There will be additional fees charged based upon the weight of the personal property to be stored. **Although partial payments will be accepted, Customer agrees and understands that partial payments made to cure a default for nonpayment of rent will not delay or stop the foreclosure and sale of Customer's property. Partial payments do not waive or void the legal effect of prior notice given to Customer. Only full payment on Customer's account prior to the published auction date will stop the scheduled sale of the property. THE AMOUNT OF ALL FEES IS REFERENCED ON THE COMPANY'S WEBSITE UNDER ITS FREQUENTLY ASKED QUESTIONS.**

4. Scheduling and Responsibilities of Company/ Customer: Pick up and return must be scheduled in advance by Customer using the Company website, or by contacting Company staff directly. The limits of Company's service area shall be provided on Company's website. The timing for pick-up and return shall be subject to Company's schedule. Times given for pick up and return are estimates only. Company shall not be liable for any delay pick up or return. Company may cancel or postpone any pick up and return of stored Property or Personal Property in the event that Company believes, in its sole discretion, that it may endanger any Company employee, agent, contractor or other individual. Cancellation may be due to a variety of reasons including, but not limited to, severe weather conditions or by reason of Company having limited access to the Customer or Customer's Property. Company will not be responsible for: a) dismantling or assembling any unit, system, or furniture (including flat pack); b) disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment; or packing company equipped totes or any packing whatsoever. Customer will be responsible for being present, or ensuring that someone authorized by Customer is present, during the pickup and return of the Personal Property. Customers who fail to appear in person at a pick up and return or cancel a scheduled delivery without 24-hour notice will be liable for a cancellation charge.

5. Company's Responsibility for Property: Company will be responsible for the exercise of ordinary diligence and care with respect to Customer's property; but not responsible for ordinary wear and tear in handling, nor for loss of or damage to the property caused by moth, fire, theft, insects, rodents, normal wear and tear, leakage, moisture, changes in temperature, rust or deterioration, Acts of God, deterioration by time or causes beyond its control. Customer agrees that Company is NOT liable for damages including but not limited to (i) acts of God such as earthquake, liquefaction, flood, water damage, other types of weather, (ii) fire and explosion, (iii) normal depreciation, deterioration and wear and tear, (iv) damage from insects and animals, (v) external damage to the storage facility structure, and (vi) loss or damage directly or indirectly caused by other customer's stored goods.

6. Declared value of personal property: Customer declares that the Personal Property is valued at a maximum of \$500.00 per Receipt. The maximum liability of Company for loss or damage shall be limited to \$500.00 per Receipt regardless.

7. LIMITATION OF COMPANY'S LIABILITY: COMPANY'S LIABILITY FOR DAMAGES FOR LOSS OR THEFT OF OR DAMAGE TO THE PROPERTY COVERED BY THIS WAREHOUSE RECEIPT AS WELL AS ANY CLAIM FOR WRONGFUL SALE OR FORECLOSURE BY COMPANY IS LIMITED \$500.00 FOR ALL PERSONAL PROPERTY LISTED IN THE RECEIPT. ("DECLARED VALUE"). IN NO EVENT WILL COMPANY BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) FOR ANY THIRD PARTY CLAIM OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR FROM PERFORMANCE OR NONPERFORMANCE OF ANY DUTY UNDER THIS WAREHOUSE RECEIPT OR OTHERWISE, OR FOR ANY LOSS OR THEFT OF OR DAMAGE TO "PROHIBITED PROPERTY" (DEFINED BELOW) OR ANY DAMAGE TO ANY PROPERTY CAUSED BY SHIFTING OR MOVEMENT OF THE PROPERTY IN THE PERSONAL PROPERTY DURING NORMAL TRANSPORTATION OR SHIPPING OF THE PROPERTY TO, FROM, OR WITHIN THE WAREHOUSE. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR THEFT OF OR DAMAGE TO THE PROPERTY FOR WHICH CUSTOMER DOES NOT DELIVER A WRITTEN CLAIM

TO COMPANY WITHIN SIXTY (60) DAYS AFTER CUSTOMER FIRST BECOMES AWARE THEREOF. NO SUIT MAY BE COMMENCED AGAINST COMPANY FOR ANY SUCH LOSS, THEFT OR DAMAGE MORE THAN ONE HUNDRED TWENTY (120) DAYS AFTER CUSTOMER FIRST BECOMES AWARE THEREOF. COMPANY WILL NOT PROVIDE INSURANCE TO CUSTOMER. COMPANY RESERVES THE RIGHT TO NOT TAKE DELIVERY OF A PERSONAL PROPERTY THAT IT BELIEVES: (1) EXCEEDS THE MAXIMUM WEIGHT LIMIT OF 50 POUNDS PER TOTE OR PERSONAL PROPERTY ITEM; OR (II) CONTAINS PROHIBITED PROPERTY. Customer agrees that Company's liability, if any, begins at pick up of loaded Personal Property(s) and terminates when loaded Personal Property(s) is/are redelivered. Customer understands and agrees that valet fee will be charged based on weight of personal property. **IF EACH INDIVIDUAL ITEM OR TOTE DOES NOT EXCEED 50 LBS, ONE VALET MAY BE USED. IF ANY INDIVIDUAL ITEM/TOTE EXCEEDS 50 LBS, A SECOND VALET WILL BE USED, AND COMPANY IS NOT TOLD IN ADVANCED SO A SECOND VALET CAN ACCOMPANY FIRST VALET A RESCHEDULE FEE WILL BE CHARGED.**

8. Customer's Obligations/Risks: At Customer's sole risk and expense, Customer is responsible for packing and cushioning against loss or damage due to overloading, shifting or movement of the goods during normal transportation or shipment of the Goods to, from, or within the Storage Facility (including damage from dropping the Personal Property up to three (3) feet or bumping the Personal Property up to five (5) mph, as described above. If Customer fails to comply with all Customer obligations in this Agreement, including but not limited to packing requirements stated above, then Customer agrees that Company will not be liable under the Liability provisions contained herein.

9. Customer's Insurance Obligation: This Receipt does not include insurance. The Customer shall at all times keep its property insured against loss or damage. Customer must obtain any insurance desired at his/her own expense. Customer must secure his/her own insurance to protect himself/herself and his/her property against all perils of whatever nature. **Customer expressly agrees that any carrier that issues any insurance on the personal property stored or otherwise located in the warehouse by Customer shall not have the right of subrogation to any claim the Customer has against the Company, Company's agents or employees to include Company's insurance carrier.**

10. Delivery to Customer: The delivery of any or all of the Customer's property described below to the presenter of this Receipt shall be deemed a delivery to Customer, in the absence of written notice to Company by Customer as to the loss or theft of the Receipt. The Customer's property will only be delivered if all Storage Charges are paid in full. Further, said delivery must be within the Company's service area.

11. Company's Right to Terminate: Company's obligation to store the Customer's property may be terminated by the Company by giving Customer at least ten (10) days' prior written notice. Company reserves the right, upon termination, to require the absolute removal of property, irrespective of date of Receipt, and if not removed, Company is hereby empowered to have the property removed at the expense of the Customer.

12. Customer's Right to Terminate/Redelivery: Customer may terminate its storage and/or request redelivery of the property at Company's Storage Location at any time on 48 hours prior notice to Company, provided such notice is made by 2PM Monday through Friday. Customer may terminate its storage and/or take redelivery of the Property at a location other than the Storage Location any time on 10 days' prior notice to Company, provided redelivery is within Company's service area. The timing for such redelivery shall be subject to Company's delivery schedules. Termination will not be effective until payment of all charges due through the termination date and removal of all Property from the Personal Property. Redelivery may be denied if any amount is due on the Customer's account. Customer's account must be "current" (paid in full) before any transportation of Personal Property(s) occurs. Subject to transportation scheduling, road conditions, truck access ability, weather, acts of God or causes beyond Company's reasonable control, Personal Property(s) will be redelivered when all outstanding charges are paid and a Company Redelivery Receipt is signed.

13. Change of Address: The notice of any change of address shall be given in writing, and acknowledged by Company, and no notice of any change shall be valid or binding against Company if given in any other manner. Updates can also be made online via the Company's website, www.ElmwoodValetStorage.com.

14. Prohibited Property: No "Prohibited Property," as defined herein, shall be stored. Prohibited Property is defined as agricultural property, valuable documents, accounts, bills, currency, deeds, evidence of debt, money, notes, securities, stamps, antiques, paintings, statues, fine art, jewelry, jewels, gems, watches, precious or semi-precious metals or stones, furs, garments trimmed with fur, or similar valuables, live plants or animals, artwork, other property of high value, fragile property, sentimental or other articles whose values are difficult to ascertain or that by their natures cannot be readily replaced with a new article, controlled drugs, perishables, living or dead organisms, liquids, anything that can be damaged by freezing or hot temperatures or extremely high or low humidity, hazardous, toxic, radioactive, explosive, incendiary or highly flammable or combustible materials or items, all materials classified as Class IV Commodities or High Hazard Commodities under the Uniform Fire Code, aerosol cans, alcoholic beverages, synthetic clothing, combustible metal products, plastic upholstered furniture, wood or furniture with plastic covering and/or padding, glycol, linoleum products, oil based paints, pharmaceuticals, foam backed rugs, asphalt shingles, synthetic thread or yarn, flammable solids, lacquers, lubricating or hydraulic fluid, foamed rubber or roamed plastic mattresses or pillows, rolled paper, rubber tires, vegetable oil and butter, any other liquids, flammable or hazardous substances, or other substances and materials whose storage or use is regulated or prohibited by federal, state or local law, regulation, rule or ordinance. Company reserves the right to open and inspect Customer's Personal Property if Company believes that Prohibited Property is being stored in the Personal Property. Company may require Customer to immediately remove any Prohibited Property stored. In the event Customer fails to remove the Prohibited Property within 24 hours of Company's demand, or sooner in the event the Prohibited Property creates a risk to the health and safety of Company's employees or the general public, Company shall, in addition to all other remedies it has against Customer, have the right to remove and dispose of the Prohibited Property at Customer's sole cost and expense and/or immediately redeliver the Personal Property to Customer.

15. Business or Personal Records: Customer must adequately preserve all personal and business records through duplication, documentation, or any other method necessary to ensure such preservation. Company is not responsible for preserving the documents. Company is not responsible for the cost of replacing the documents or the information contained in such documents. Company's liability will not exceed the value declared by Customer in this Agreement.

16. General: The terms of the Warehouse Receipt shall be governed by the laws of the State of Louisiana. Sole jurisdiction and venue for any suits involving the Warehouse Receipt will be in the county where the Company is located. To the extent the Warehouse Receipt conflicts with any prior agreements between Company and Customer, the terms of the Warehouse Receipt shall govern. The terms of this Agreement are subject to change

upon thirty (30) days' prior written notice to Customer.

17. Waiver: No waiver by Company, his agents, representatives or employees, of any breach or default in the performance of any covenant, condition or term contained in this Receipt by Company, shall constitute a waiver of any subsequent breach or default in the performance of any other covenant, condition or term.

18. Warranties: Customer warrants that all information given by him/her and incorporated in this Receipt is true, complete and correct at the time of execution.

19. Disclaimer: The agents and employees of Company are not authorized to make warranties about the Personal Property or Facility. Company's agents' and employees' statements do not constitute warranties and shall not be relied upon by Customer, nor shall any of said statements be considered a part of this Receipt. The entire Receipt and understanding of the parties is embodied in this writing and no other warranties are given beyond those set forth in this Receipt. The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties express or implied are excluded from this transaction to the extent allowed by the laws of this state and shall not apply to Facility.

20. Waiver of Jury Trial: Company and Customer waive their respective rights to trial by jury for any cause of action, claim, counterclaim or cross-complaint in any action brought by either Company against Customer or Customer against Company on any matter arising out of or in any way connection with this Receipt, Customer's use of the Personal Property and Facility or any claim of bodily injury or property damage or for the enforcement of any remedy under any law, statute or regulation.

21. Release of Customer Information: Customer hereby authorizes Company to release any information regarding Customer and Customer's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

22. Climate Control: Climate controlled storage may be heated and cooled depending on outside temperature. Company's storage location does not provide constant internal temperature or humidity control. Company does not warrant or guarantee temperature or humidity ranges in the storage space due to changes in outside temperature and humidity. Any products that require climate controlled environments should not be stored. Company may refuse to store any Property, or may return to Customer any Property, at Customer's cost, at any time, if, in Company's sole discretion, the storage, or continued storage, of the Property would represent a risk to the safety of any person, the security of the storage site, or any other Property stored at the Facility.

23. Right to Inspect: In the event of an emergency or upon default of any of Customer's obligations under this Agreement, Company or other appropriate individuals have the right to inspect the Customer's Personal Property.

24. Default: This Agreement may, at the option of Company, be terminated upon any default by Customer. The following events shall be deemed to be events of default by Customer under this Agreement: a) failure to pay rent; b) failure to comply with any term or provision of this Agreement; or c) abandonment of the Personal Property. If Customer defaults under any of its obligations under this Agreement, Company may pursue its remedies including terminating this Agreement, enforcing its rights in accordance with Louisiana state law, or pursuing any other remedies available at law or in equity.

25. Lien and Security Interest: Company has and claims a lien on all Customer Property stored by Company for rent and other charges and for expenses necessary for preservation of the Property or for expenses necessary or reasonably incurred by Company in the sale of Customer Property pursuant to applicable law and enforcing Customer's liabilities and under this Agreement (including interest, attorneys' charges and costs) and for like charges and expenses in relation to other Property whenever deposited by or for the account of Customer. Company further reserves a security interest in all Property described above (and the proceeds thereof) for all such charges, liabilities and expenses to the fullest extent the above described lien is prohibited by or is otherwise not permitted by law.

26. Foreclosure and/or Sale of Customer's Property: **THE PROPERTY STORED MAY BE SOLD TO SATISFY THE LIEN IF THE CUSTOMER IS IN DEFAULT.** If Customer fails to pay the amounts due, Company may dispose of some or all of the Property by sale or otherwise. If any Property remains unsold after foreclosure and sale, the Company may dispose of said Property in any manner considered appropriate by the Company. It is understood and agreed that the liability of the Customer for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. If the proceeds of sale (if any) are insufficient to discharge the outstanding charges or any other payments due to Company under this Agreement and the costs of sale, Customer must pay any balance outstanding to Company within 7 days of a written demand from Company. Interest will accrue at the maximum legal rate until the balance is paid in full. The Company may use a collection agency thereafter to secure any remaining balance owed by the Customer after the application of sale proceeds, if any. Customer shall be responsible for all costs reasonably incurred by Company in relation to the disposal of the Property. If Company receives money on disposal of the Property, the net proceeds of sale will be credited to Customer's account and Company will pay any excess amounts to Customer without interest, less Company's administrative charge set forth on the website. If, after having made reasonable efforts to do so, Company is unable to return any excess amounts received by Company from the disposal of Customer's Property to Customer, including having given not less than 60 days' written notice to Customer, Company may retain any such excess amounts for its own account.

27. Abandonment of Property: Abandonment will occur in the event this Agreement terminates and Customer fails to take possession of Property within ten days from the termination date. If Customer abandons its Property, Company shall have the right to withhold and ultimately dispose of some or all of the Property in accordance with this clause.

28. Personal Property Damage: While the Personal Property is not in Company's possession, Customer accepts all responsibility for damage to or theft of the Personal Property regardless of Customer's fault or negligence, the fault or negligence of any other person or acts of god (e.g., fire, rain, wind, etc.). It is Customer's responsibility to pack its goods safely and securely, understanding that the property will be moved in transit. Customer stores all property in the Container at its own risk and releases Company from any liability for loss or damage to any of the following: valuable documents, accounts, bills, currency, deeds, evidence of debt, money, notes, securities, stamps, antiques, paintings, statues, fine art, jewelry, jewels,

gems, watches, precious or semi-precious metals or stones, furs, garments trimmed with fur, or similar valuables, live plants or animals, artwork, other property of high value, fragile property, sentimental or other articles whose values are difficult to ascertain or that by their natures cannot be readily replaced with a new article. **Customer agrees not to store property that may cause consequential damages or emotional distress to Customer or others if the items are stolen, sold, lost or damaged.**

29. Notices from Company: All notices from Company shall be sent by first class mail postage prepaid to Customer's last known address or to the electronic mail address provided by the Customer in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal service or when sent by electronic mail. All statutory notices shall be sent as required by law.

30. Notices from Customer: Customer represents and warrants that the information Customer has supplied in the Agreement is true, accurate and correct and Customer understands that Company is relying on Customer's representations. Customer agrees to give prompt written notice to Company of any change in Customer's address. Customer understands he/she must personally deliver such notice to Company or mail the notice by certified mail, return receipt requested, with postage prepaid to Company at the address shown on this Agreement or by e-mail only if e-mail is acknowledged by Company.

31. Military Service: If Customer is in the military service, Customer must notify the Company in writing. The Company will rely on this information to determine the applicability of the Service-Members Civil Relief Act.

32. Financial Information: Company does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Customer waives and releases any and all claims or actions against Company for damages arising from the use of said information by others.

33. Other Rights: Company, in addition to all other rights and remedies he may have, may exercise any right or remedy with respect to the collateral which it may have under the uniform commercial code or otherwise. All rights of Company hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. Customer hereby waives and renounces his right to the benefit of any exemption provided under Louisiana law.

34. Invalidity: If one or more of the provisions this Agreement is deemed to be illegal or unenforceable, the remainder of this Agreement shall be unaffected and shall continue to be fully valid, binding and enforceable.

35. Rules and Regulations: Customer agrees to be bound by rules and regulations as published by the Company from time to time. All rules and regulations shall be deemed to be part of this Agreement and incorporated herein.

36. Changes: All items of this Agreement, including but without limitation, the monthly Storage rate, conditions of Storage and other fees and charges are subject to change at the option of the Company upon thirty (30) days' prior written notice to the Customer. If so changed, the Customer may terminate this Agreement on the effective date of such change by giving the Company ten (10) days' prior written notice of termination after receiving notice of the change. If the Customer does not give such notice of termination, the change shall become effective on the date stated in the Company's notice and shall thereafter apply to the Storage hereunder.

37. Release of Company's Liability for Bodily Injury: Company and Company's agents and employees shall not be liable to Customer or Customer's agents for injury or death to Customer, even if such injury is caused by the active or passive acts or omissions or negligence of the Company and Company's agents and employees.

38. Recovery of Attorney's Fees and Costs: In the event any action is instituted, or any other proceedings taken to enforce any term, covenant or condition contained in this Agreement or to recover any Storage charge or additional charge due hereunder, or to recover possession of the space for any default or breach of this Agreement by Customer, Customer shall pay Company reasonable attorney's fees, costs and expenses in connection with such action or proceedings.

39. Permission to Call, Fax, Text or E-mail: Customer recognizes Company and Customer are entering into a business relationship as Company and Customer. As such, to the extent any federal or state law prohibits Company from contacting Customer by phone, fax, text or e-mail, **Customer hereby consents to Company phoning, faxing, texting and e-mailing Customer with business-related communications and collection notices.**

40. Force Majeure: Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of god, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

41. Financial Information: Your credit card information will be stored on file. The Company does not warrant or guarantee that any financial information will not be stolen or otherwise compromised. You waive and release any and all claims or actions against Company for damages arising from the use of said information by others. In the event we are unable to bill your card, we'll send you a notice and try again in three (3) days. If payment is not received on the second attempt, late fees will be charged as soon as the event of late payment or delinquency occurs. In the event any charges are denied, Company will charge you a fee of \$35. The Company will also charge the bank fee if there are insufficient funds in your account.

42. Tote Damage: While any Tote that the Company provides is not in Company's possession, Customer accepts all responsibility for damage to or theft of the Tote, regardless of fault or negligence, the fault or negligence of any other person or Acts of God (e.g., fire, rain, wind, etc.), and shall reimburse Company for all expenses reasonably incurred by Company to replace or restore the Tote(s). Such additional costs, if any, shall be paid as additional rent. The fee of not returning or damaging a Tote is \$25 per Tote.

43. Employee Services: Should any of Company's employees perform any services for Customer at Customer's request, such employees shall be deemed to be the agent of Customer, regardless of whether payment for such services is made or not. Customer agrees to hold Company harmless from all liability in connection with or arising from such services performed by employees of Company.

44. Entire Agreement: This Agreement embraces and contains the entire contract between the parties hereto with respect to the Property described below. There is no concurrent, collateral or verbal contract in existence between the parties hereto.

45. Electronic Signature: Customer understands and agrees that Customer is consenting to be legally bound by the terms and conditions of this Agreement as if Customer signed this Agreement in writing. Customer agrees that no certification authority or other third-party verification is necessary to validate their e-signature/box check and that the lack of such certification or third-party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between Customer and Company. Additionally, Customer certifies that he/she is age 18 or above.