



CONTRACT FOR USE

Location Code: _____ Facility Name: _____

Facility Address: _____

The following is the terms of the agreement between 24hrStorage.net and the Self-Storage Facility ("Owner/Manager") of goods or services through our web site ("24hrStorage.net"). Please review these terms thoroughly.

1. INTRODUCTION

Owner/manager agrees to the terms and conditions outlined in this one year contract with respect to the goods, services and information provided by or through 24hrStorage.net. This Contract constitutes the entire and only agreement between 24hrStorage.net and Owner/Manager and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through 24hrStorage.net and the subject matter of this Contract. Owner/Manager agrees to review this Contract prior to any use and/or purchase of a good or service with 24hrStorage.net. Signing shall be deemed acceptance of this Contract. Herein, the word facility refers to the owner's individual storage facility per unique mailing address.

2. SETUP AND PAYMENT

Owner/Manager represents and warrants that (i) the credit card and/or banking account information supplied is true, correct and complete and (ii) charges incurred by the Owner/Manager will be honored by the Owner/Manager's credit card company or banking authority and (iii) Owner/Manager shall pay charges incurred by Owner/Manager at the amounts in effect at the time incurred, including all applicable taxes. Owner/Manager shall be responsible for all charges incurred through use of Owner/Manager's password. Owner/Manager agrees to keep his or her password confidential and to notify 24hrStorage.net within 24 hours of any breach of this Contract or unauthorized use of the password. 24hrStorage.net does not assume responsibility for unauthorized use of Owner/Manager's password.

3. PAYMENT

In consideration for the various accommodations made herein, Owner/Manager shall pay to 24hrStorage.net a 5% service fee for the total of each payment transaction through our platform and these funds are paid directly to 24hrStorage.net. All confirmed payment transaction service fees are charged to the Owner/Managers Credit Card or Bank Account. In the event that the facility Owner/Manager's credit card or banking account draft is declined, the Owner/Manager agrees to provide a valid card number or banking account information to 24hrStorage.net within 48 hours. Failure to provide a valid credit card or banking account information within this 48 hour period will constitute a delinquency in payment and may incur a fee no less than \$40 per day from the delinquency in payment date at our sole discretion.

24hrStorage.net

2695 Ashwell Ave., Massillon, Ohio, 44646 Tel: (330) 236-2000 / Fax: (330) 236-2007

www.24hrStorage.net

4. COPYRIGHT

The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the web site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Owner/Manager of any such content or any part of 24hrStorage.net is strictly prohibited.

5. EDITING, DELETING, AND MODIFICATION

24hrStorage.net reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for Rental/Sale. 24hrStorage.net may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site's web page in its sole discretion and without prior notice. Modification of this Contract will be deemed affective immediately at our sole discretion.

6. RIGHT TO REFUSE

24hrStorage.net reserves the right in its sole discretion to refuse service at any time. Rental/Sale of any goods or services is subject to availability.

7. OWNER'S PLEDGE

Owner/Manager agrees to provide to the customer the rented storage unit immediately upon payment. If a conflict arises and the rental unit that the customer paid for is unavailable for any reason, the Owner/Manager agrees to immediately provide that customer with an identical or greater sized unit with the same amenities at no additional cost to the customer. 24hrStorage.net's platform takes precedent over any platform that the Owner/manager is a member of at anytime (Reservation and/or Call service).

8. INDEMNIFICATION

Owner/Manager agrees to indemnify, defend and hold 24hrStorage.net and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to an Owner/Manager's violation of this Contract or use of 24hrStorage.net.

9. NON-TRANSFERABLE

Owner/Manager's right to use 24hrStorage.net is not transferable and is subject to any limits established by 24hrStorage.net or by Owner/manager's credit card company.

10. DISCLAIMER

THE SERVICE, CONTENT, GOODS AND SERVICES FROM OR THROUGH 24HRSTORAGE.NET ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND OWNER/MANAGER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR UNITS OR SPACE RENTED. 24HRSTORAGE.NET AND ANY OF ITS AFFILIATES, DEALERS OR SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF

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BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.(EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN 24HRSTORAGE.NET AND OWNER/MANAGER. THIS SITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME STATE STATUTES MAY APPLY REGARDING LIMITATION OF LIABILITY.

11. USE OF INFORMATION

24hrStorage.net reserves the right, and Owner/Manager authorizes 24hrStorage.net, to the use all information regarding Owner/Manager's Site and all information provided by Owner/Manager for promotional purposes; subject to applicable law.

12. GOVERNING LAW

This Contract shall be treated as though it were executed and performed in OHIO/STARK, U.S. and shall be governed by and construed in accordance with the laws of OHIO/STARK, U.S. (without regard to conflict of law principles). Any cause of action of Owner/Manager with respect to the Site must be instituted within three months after any service or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

13. LITIGATION

All legal proceedings arising out of or in connection with this Contract shall be brought solely in OHIO/STARK, U.S. Owner/Manager expressly submits to the jurisdiction of said courts and Owner/Manager consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with 24hrStorage.net or the facility is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of 24hrstorage.net to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

14. ACKNOWLEDGMENT

This Agreement represents the entire understanding between Owner/Manager and 24hrStorage.net and supersedes any prior statements or representations. 24hrStorage.net's platform takes precedent over any platform that the Owner/manager is a member of at anytime (Reservation and/or Call service).If you don't agree to the terms of this contract, you will not be able to purchase any goods or services through 24hrStorage.net.

OWNER/MANAGER

Authorized Signature

Print Name and Title

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