

ON WHEELS STORAGE L.L.C.
3910 Elm Point Road, St. Charles MO 63301
(636) 947-7173
LICENSE AGREEMENT

| | | |
|--------------------|-----------------------|------------|
| Owners Name: _____ | Date: _____ | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Home Phone: _____ | Business Phone: _____ | |
| Cell: _____ | E-mail: _____ | |

| | | |
|------------------------------------|------------------------|-------------|
| Description of Item Stored: _____ | | |
| Make: _____ | Type: _____ | Year: _____ |
| Total length of Item Stored: _____ | | |
| License #: _____ | Trailer License: _____ | |

In consideration of the monthly payment indicated below paid by the above licensee to the licensor, and the covenants, agreements and undertaking of the licensee hereinafter set forth, licensor hereby grants to licensee the personal and unassignable license to store the item described above (hereinafter referred to as "The Chattel") in the space and for the period indicated below subject to early termination in accordance with the terms hereof and in conjunction with the rental agreement contract.

Lot Location: _____ Code #: _____ Space #: _____
Rental Rate: _____ Per: * Month Year

* Rental payment is due on the 1st of each month.

| | |
|-----------------------------------|-----------------------------|
| Licensor: | Licensee: |
| _____ On Wheels Storage L.L.C. | _____ Customer Signature |

TERMS & CONDITIONS

- 1. Licensee hereby agrees as follows:
 - A. That he assumes all risk and liability for personal injuries, property damage, or for loss of life or property resulting from, or in anyway connected with, the use of the space facilities and appurtenances adjacent to said storage space covered by this license and any means of ingress or egress therefor, and agrees to fully indemnify Licensor with respect thereto, including any legal expenses of Licensor.
 - B. That he will not cause any damage to the property or person of any other party, including Licensor; in the event of any such damage is so caused, Licensee shall notify Licensor immediately and shall be solely responsible for same and shall protect Licensor in accordance with the provisions of a Hereof.
 - C. That he will keep the chattel fully insured with complete liability insurance, including hull coverage and indemnity and/or marine insurance, where applicable. The liability limits shall be \$100,000.00 for personal injury (one occurrence) and property damage in the amount of \$100,000.00. Said hull coverage insurance shall be in an amount equal to at least the fair value of the boat, including contents and engine(s) and other chattels, resulting from any cause originating or occurring during the term of this License whether due to the negligence of Licensor or otherwise. Certificate of Insurance shall be furnished to Licensor within 15 days of the execution of License Agreement and shall provide no cancellation without 10 days prior written notice to Licensor.
- 2. Licensor shall have and is hereby given a lien upon all boats, engines, chattels and other property of Licensee in and about the said storage space to secure the payment of the payment herein provided or other amounts for which Licensee may be obligated to Licensor and that Licensor may hold possession of said items and may remove same to Licensor's custody until all such amounts are paid in full. **Initial:** _____ **Date:** _____
- 3. Licensor may revoke this License at any time upon giving 15 days written notice to Licensee by delivering such written notice to Licensee, or any member of Licensee's family, or Licensee's authorized agent, or by posting same upon said storage space. In the event of any such revocation by Licensor before the expiration of the period for which payment has been made, Licensor shall refund to Licensee such part of the said payment as will correspond to the unexpired portion of such period, unless said termination is made under the provisions of (7) below.
- 4. Licensor reserves the unlimited right to go in and upon said storage space and the waters and land adjacent thereto at any time.
- 5. Licensor makes no warranties or representatives concerning the licensed premises or lands or waters adjacent thereto, or any means of ingress thereto or egress therefrom. Furthermore, **Licensor assumes no responsibilities** for the safety of any chattels or other property of Licensee or any guest of Licensee, including, without limitation, fire, theft, flood, vandalism, storm hail, rain, ice, burglary or any other cause. **Initial:** _____ **Date:** _____
- 6. No electrical wiring, which derives its source of energy from the electrical service of the storage facilities, may be done without the prior written consent of Licensor. In the event such permission is granted, Licensee shall pay all the costs of said wiring.
- 7. Any violation by Licensee of any of the provisions of this License Agreement shall at the option of the Licensor terminate this license, and all of Licensee's rights and privileges acquired as a result of this License Agreement. In the event Licensor terminates this license, there shall be no refund of any kind made by Licensor and Licensor may at its option remove Licensee and his property from the premises.
- 8. Attorney Fees: In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees incurred in addition to cost of suit.
- 9. The license granted herein shall not assign, sublet or in any way be transferred without the prior written consent of Licensor.
- 10. No waiver at any time or times by Licensor of any rights hereunder shall preclude the later exercise of said rights by Licensor.
- 11. All references herein to a singular Licensee shall apply equally to a feminine Licensee, plural Licensees, a corporate Licensee, or partnership.
- 12. **At no time shall another storage space be used without specific permission of On Wheels Storage, if you are identified in doing so you will be billed a full months rent for that space.**
- 13. All chattels shall be kept properly registered, identified, marked, equipped and maintained as required by law and safe practice.
- 14. All storage spaces, appurtenances and the general premises shall be kept free of all gear, tackle and other property, matter and obstructions.
- 15. No trash, garbage or other materials shall be deposited in the storage spaces, appurtenances or on the ground.
- 16. No oil, gasoline or other inflammable liquids shall be poured upon the storage spaces or appurtenances nor around the area of the storage spaces.
- 17. No vessel containing flammable liquid shall be uncapped, poured from, filled or used in any other hazardous manner, or put in any hazardous location without express written consent of the Management.
- 18. No chests, cabinets, steps, drop curtains or structures of any kind shall be constructed or located in the storage spaces without prior written approval of the Management.
- 19. No alteration of any storage space or appurtenance shall be made without prior written approval of the Management.
- 20. No firearms or fireworks shall be stored, displayed or discharged at any time.
- 21. No outsiders are to be directed onto the property without being accompanied by the Licensee.
- 22. Young children shall be accompanied by adults at all times.
- 23. Dogs will be permitted on the property under leash.
- 24. Licensees and their guests shall conduct themselves in an orderly, courteous and respectable manner at all times, and refrain from any act of word which might create a nuisance or disturbance or which may be deemed vulgar, indecent or a conflict with good morals.
- 25. Noise shall be kept to minimum at all times. Patrons shall use discretion in operating engines, generators, radios, phono tape and television sets, so as not to create a nuisance or disturbance.
- 26. One Chattel per space - no exceptions.
- 27. No repairs or maintenance to Chattels shall be performed on storage lot.
- 28. No refund shall be made in the event Licensee terminates the license.
- 29. **Any Licensee with past due rental payments over 45 days is considered in default of said License Agreement and as a result your Chattel will be locked down until Licensee contacts the office. Licensor may proceed with 15 day termination notice as stated in paragraph 3.**
- 30. **Licensee must notify the office in writing upon permanently vacating space and/or terminating contract, if you do not you will continue being billed for that space. Initial:** _____ **Date:** _____

I have read and agree to the above Terms & Conditions: _____
 Licensee Signature Date