Rancho Santa Fe Motor Storage Member Rental Agreement

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This Rental Agreement (hereinafter "Agreement") dated is entered into between Taps Etc. Inc. a Nevada Corporation doing business as RANCHO SANTA FE MOTOR STORAGE with its principal place of business at 1340 SPECIALTY DR, Suite A, Vista California 92081 (hereinafter "RSFMS") and (hereinafter "MEMBER.") This Agreement shall refer to RSFMS and MEMBER collectively as "PARTIES" or "the PARTIES."
The parties agree to enter into the following Rental Agreement in consideration of the below covenants, agreements and conditions.
I. Space Rented
MEMBER agrees to lease from RSFMS the automobile storage space(s) listed below located at 1340 SPECIALTY DR, Suite A, Vista California 92081 (hereinafter "the PREMISES") for the purposes of storing the automobile(s) listed in Exhibit A, which is hereby incorporated in to this Agreement by Reference. The automobile(s) listed in Exhibit A shall hereby be "PROPERTY" or "the PROPERTY." PAYMENT FOR RENTED SPACE(S) WILL AUTOMATICALLY OCCUR EACH MONTH FROM THE DATE OF EXECUTION WHETHER OR NOT THE RENTED SPACE(S) HOLDS THE PROPERTY, FOR THE TERM OF THE AGREEMENT.
Number of spaces: RSFMS assigned space numbers:
II. Terms This agreement is a month rental agreement which shall commence on the date of execution and shall continue through the last day of the last month. Thereafter, the term of the agreement shall automatically renew each and every month unless notice is given thirty (30) day prior to the end of the last month of tenancy by either party, subject to all terms and conditions herein.
MEMBER AGREES TO GIVE WRITTEN NOTICE OF INTENT TO TERMINATE OR VACATE THIRTY (30) DAYS PRIOR TO THE LAST MONTH OF TENANCY AND MEMBER AGREES THAT FAILURE TO GIVE SUCH WRITTEN NOTICE WILL BE DEEMED A RENEWAL OF THIS AGREEMENT FOR AN ADDITIONAL ONE (1) MONTH PERIOD. If for any reason MEMBER fails to remove the PROPERTY from the space after the term of this Agreement, then this Agreement shall be automatically renewed on a month-to-month basis. In the event this Agreement is extended or renewed, it is expressly agreed that the covenants and terms of this Agreement shall remain in full force and effect.
III. Services
RSFMS agrees to provide the services described in XXIX. Schedule of Services and Rent, at the rates stated in XXIX. XXIX is hereby incorporated into this document by reference. The rent MEMBER is required to pay for use of the space(s) is also set forth in XXIX. Schedule of Services and Rent.
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IV. Rent

The rent shall be payable the first day of each calendar month, in advance and without set off or demand. If rent is not paid by the eleventh (11th) day of the month due, MEMBER agrees to pay a late charge of the greater of twenty dollars (\$20.00) or ten percent (10%) of the monthly rental fee. MEMBER agrees to pay a twenty dollar (\$20.00) returned check charge for each returned check. The late charges and returned check charges shall be deemed additional rent. In addition, costs incurred by RSFMS by reason of MEMBER's breach of any provision of the Agreement shall be deemed additional rent, and may be demanded by RSFMS at any time or withheld from MEMBER'S deposit, or waived, all in RSFMS' sole and absolute discretion. The monthly rental rates and other rates set forth in XXIX. may be changed at any time by RSFMS by giving the MEMBER thirty (30) days written notice before the end of any month. RSFMS reserves the right to refuse partial payment, but if RSFMS accepts partial payment, RSFMS does not waive or void the legal effect of prior notices given to MEMBER unless expressly agreed to in writing by RSFMS.

V. Deposit

MEMBER shall pay in advance a deposit of ______ receipt of which is hereby acknowledged, to secure MEMBER's faithful performance of all of the terms of this Agreement. MEMBER agrees that RSFMS need not segregate the deposit from other funds, and that no interest will be due for the period of time during which RSFMS holds the deposit. The deposit shall be returned to the MEMBER within fourteen (14) days after the MEMBER surrenders the space(s) to RSFMS, less all charges for cleaning, repairing, or otherwise preparing the space(s) for rental to others. At RSFMS' sole option, amounts may be withheld from the deposit to compensate for rent, or any other charges, due and unpaid under this Agreement, at the time MEMBER relinquishes, abandons, or otherwise loses possession of the space(s) by operation of law.

VI. Renewal

RSFMS reserves the right not to extend or renew this Agreement with or without cause, and MEMBER agrees to vacate upon any default by MEMBER or upon any notice of termination from RSFMS.

VII. Use

MEMBER shall only store the PROPERTY in the space(s) and shall store no other items including other automobile(s), heirlooms, collectables, and items with sentimental value. MEMBER is expressly forbidden from using or storing substances on the PREMISES that are classified as hazardous or toxic under any applicable federal, state, or local law or regulation and from engaging in any activity that produces such materials. Notwithstanding the foregoing, MEMBER shall have the right to maintain reasonable amounts of fuel, oil, and other automotive fluids necessary for the PROPERTY's normal and proper operation and care. MEMBER's obligations of indemnity as set forth in Paragraph X herein specifically includes any cost, expenses, fines, or penalties imposed against RSFMS arising out of the storage or use of any hazardous or toxic by MEMBER, MEMBER's agents, MEMBER's employees, MEMBER's

invitees, and MEMBER's guests. MEMBER shall not perform any repairs on the PROPERTY including, but not limited to changing oil or other fluids. MEMBER shall not do or permit to be done any act which creates or may create a hazard, nuisance or other environmental problem in connection with MEMBER's use of the space(s) or PREMISES.

VIII. Condition of PROPERTY

MEMBER warrants the automobile(s) that comprise the PROPERTY are in operable condition, are capable of being moved under its/their own power, and are free from oil or other fluid leaks. Subject to the additional services listed in XXIX, MEMBER agrees at its sole cost and expense, at all times to keep the PROPERTY in operable condition. Operable condition includes, but is not limited to: inflated tires, charged battery, proper fluid levels (including, but not limited to oil and fuel), and no fluid leaks. MEMBER agrees to furnish RSFMS with copies of the most current vehicle registration of the PROPERTY (both at the commencement of this Agreement and at later times when new vehicle registrations issue) and any vehicle inspection certificates (both at the commencement of this Agreement and at later times if applicable) required by law. MEMBER shall provide RSFMS with a duplicate set of keys. RSFMS reserves the right to move the PROPERTY at such times and for such purposes as RSFMS, in its sole and absolute discretion, deems appropriate. RSFMS is not responsible for any damage to the PROPERTY that results from normal wear and tear and RSFMS is not responsible for repairing any pre-existing damages to the vehicle. Pre-existing damages are described in Exhibit B- Pre-Storage Inspection form.

Any special arrangements required to move a non-operational vehicle will have additional fees incurred. Should vehicle be in non-operational condition it must be free of all liquids, including gasoline, oil, etc. that could inadvertently ignite or combust causing damage to any and all property 1340 SPECIALTY DR, Suite A, Vista California 92081. Vehicles must be able to be moved manually using their own existing wheels. [Remainder of page intentionally blank]

IX. Insurance Obligation/Limitation

NO BAILMENT IS CREATED HEREUNDER. RSFMS IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE. MEMBER HEREBY REPRESENTS AND WARRANTS TO RSFMS THAT THE FAIR MARKET VALUE OF THE PROPERTY IS THE VALUE SET FORTH IN EXHIBIT A. MEMBER, AT MEMBER'S EXPENSE, SHALL MAINTAIN A POLICY OR POLICIES OF INSURANCE CONTAINING LIABILITY FOR BODILY INJURY OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE AND ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE, PROPERTY DAMAGE NOT LESS THAN TWO MILLION DOLLARS (\$2.000.000) AND STATED COLLISION COVERAGE WITH A DEDUCTIBLE OF NOT MORE THAN TEN THOUSAND DOLLARS (\$10,000). MEMBER SHALL CAUSE RSFMS TO BE NAMED AS AN ADDITIONAL INSURED ON MEMBER'S LIABILITY POLICY AND SHALL, AS A CONDITION TO OCCUPANCY, PROVIDE RSFMS WITH ADDITIONAL INSURED CERTIFICATE(S) ALONG WITH A COPY OF THE MEMBER'S INSURANCE POLICY OR POLICIES. INSURANCE ON THE PROPERTY IS A MATERIAL CONDITION OF THIS AGREEMENT AND IS FOR THE BENEFIT OF BOTH PARTIES. FAILURE TO CARRY THE REQUIRED INSURANCE IS A MATERIAL BREACH OF THIS AGREEMENT AND MEMBER ASSUMES ALL RISK OF LOSS TO THE PROPERTY AND ANY ITEMS THAT WOULD BE COVERED BY SUCH INSURANCE. MEMBER EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF THE MEMBER AGAINST RSFMS, RSFMS' AGENTS, RSFMS' EMPLOYEES, RSFMS' SHAREHOLDERS, RSFMS' OFFICERS, OR ANY INIVIDUALS OR ENTITIES AFFILIATED WITH RSFMS. RSFMS SHALL NOT BE RESPONSBILE TO MEMBER, MEMBER'S INVITEES, MEMBER'S FAMILY, MEMBER'S EMPLOYEES, MEMBER'S AGENTS, MEMBER'S GUESTS FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR LOSS FROM: THEFT, VANDALISM, TERRORISM, FIRE, SMOKE, WATER, HURRICANE, RAIN, TORNADO, EXPLOSION, RIOT, EARTHOUAKE, ACT OF GOD, NEGLIGENCE OF INDIVIDUALS OTHER THAN RSFMS AND ITS AGENTS, INTENTIONAL ACTS OF INDIVIDUALS OTHER THAN RSFMS AND ITS AGENTS, OR ANY OTHER CAUSE WHATSOEVER, TO THE EXTENT ALLOWED BY LAW. RSFMS SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM FAILURE, INTERRUPTION, OR MALFUNCTION OF THE UTILITIES, APPLIANCES, OR FIXTURES, IF ANY, PROVIDED TO MEMBER UNDER THE TERMS OF THIS RENTAL AGREEMENT. RSFMS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE PROPERTY THAT OCCURS WHILE THE MEMBER, THE MEMBER'S AGENTS, THE MEMBER'S EMPLOYEES, THE MEMBER'S GUESTS, OR THE MEMBER'S INVITEES ARE IN POSSESSION OR CONTROL OF THE PROPERTY. RSFMS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT OCCURS TO THE PROPERTY WHILE THE PROPERTY IS NOT AT THE PREMISES.

By placing his/her initials below, TENANT acknowledges that he/she has read and understands the provisions of Paragraph IX and will comply with its requirements.

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X. Indemnification

MEMBER will indemnify, hold harmless, and defend RSFMS from all claims, demands, actions, and causes of action (including attorney's fees and all costs) (collectively "Claims") for personal injury or property loss arising out of the MEMBER's, MEMBER'S invitees', MEMBER'S guests', MEMBER's employees', and MEMBER's agents' use of the PREMISES or from any activity, work or thing done, permitted or suffered to be done by MEMBER's or MEMBER'S invitees', MEMBER'S guests', MEMBER's employees', and MEMBER's agents in or on the Space(s) or about the PREMISES, including Claims for RSFMS' active or passive negligence. This indemnity obligation specifically extends to any Claims by any person or governmental agency in connection with any hazardous materials brought onto the PREMISES or stored at MEMBER's space or inside or about MEMBER's PROPERTY. This indemnity obligation also specifically extends to any Claims that may arise out of MEMBER's, MEMBER'S invitees', MEMBER'S guests', MEMBER's employees', and MEMBER's agents' consumption of alcohol, including any Claims of personal injury or property loss.

XI. Default

Time is of the essence of the performance of this Agreement in and the payment of each and every installment of rent and charges herein covenanted to be paid. If any rent or charge shall be due and unpaid, or if MEMBER shall fail or refuse to perform any one (1) of the covenant's conditions, or terms of this Agreement, MEMBER shall be deemed in default in the performance of this Agreement. Nothing contained in this Agreement shall be construed as limiting RSFMS rights and remedies as provided by law.

In case of default, and without prejudice to any other remedies RSFMS MAY

A. Terminate the Agreement, or

B. SEIZE AND SELL THE PROPERTY AGAINST WHICH A LIEN HAS BEEN ATTACHED UNDER SECTIONS 3067 ET. SEQ. OF THE CALIFORNIA CIVIL CODE. BEFORE SUCH SALE IS HELD, RSFMS SHALL MAIL NOTICE OF DEFAULT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE MEMBER AT THE MEMBER'S LAST KNOWN ADDRESS COMPLYING WITH SECTION 3071 OF THE CALIFORNIA CIVIL CODE AND ADVERTISE THE TIME, PLACE, AND TERMS OF SALE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE COUNTY IN WHICH THE VEHICLE IS LOCATED.

XII. Bankruptcy

In the event that MEMBER files a voluntary petition in bankruptcy or suffers an involuntary petition of bankruptcy against him/her, or makes an assignment for the benefit of creditors, or is placed in receivership, or is the subject of any type of legal action wherein the right to use and occupy the Space(s) or PROPERTY is at issue, the, at the option of RSFMS, this Agreement shall terminate, and MEMBER shall have no right, title, or interest in or to any of the Space(s).

XIII. Termination

The Tenancy created by this Agreement may be terminated upon thirty (30) days prior written notice by MEMBER to RSFMS, or by RSFMS to TENANT. RSFMS, may, at its sole discretion, terminate this agreement in the event of any breach of the covenants, terms, or conditions of this Agreement. Upon termination of this Agreement, MEMBER shall remove the PROPERTY and any other items MEMBER stored at the Space(s), and shall immediately deliver possession of the Space(s) to RSFMS in the same condition as delivered to MEMBER at the commencement of this Agreement, reasonable wear and tear excepted.

XIV. Rules and Regulations

RSFMS reserves the right to create and revise rules and regulations to promote the objectives of this Agreement, to promote security, to promote safety at the PREMISES, to promote confidentiality, to protect automobiles and other items stored at the PREMISES, to promote the efficient and orderly function of RSFMS business activities, and to promote cordial relations among individuals who visit the PREMISES. MEMBER agrees to follow such rules and regulations. MEMBER guarantees its invitees or guests will follow such rules and regulations. MEMBER agrees its invitees and guest's access to the PREMISES or portions thereof may be conditioned on agreeing to abide by such rules and regulations. Such rules and regulations may limit or prohibit MEMBER from bringing invitees or guests onto the PREMISES. Such rules and regulations may prohibit or restrict MEMBER from entering the portions of the PREMISES including the Space(s) and areas near the Space(s). RSFMS may not necessarily post in writing such rules and regulations. RSFMS may also restrict MEMBER's access to the PREMISES or a portion thereof to accommodate private parties and other events.

XV. Confidentiality

MEMBER agrees to keep Private Information confidential and not disclose or cause the disclosure of Private Information to others. Private Information is that information which is only readily known to MEMBER and other individuals who have lawful access to the PREMISES. Such information includes, but is not limited to: the location of the PREMISES, automobiles and other property stored at the PREMISES, the names or identities of owners of automobiles or other property stored at the PREMISES, security measures in place on the PREMISES, personnel at the PREMISES, the names or identities of individuals who visit the PREMISES, and activities that occur on the PREMISES.

RSFMS does not warrant against the disclosure of Private Information by third parties and shall not be responsible for any damages caused by the disclosure of Private Information by third parties. RSFMS does not warrant against inevitable or unavoidable disclosures of Private Information that may occur. Such inevitable or unavoidable disclosures include, but are not limited to: disclosures made by RSFMS pursuant to law or court order, disclosures RSFMS may make to a governmental agency or other governmental entity, disclosures RSFMS may make in a lawsuit or other proceeding to assert claims against others or defend itself against claims made by others, disclosures that may result from third parties visiting the PREMISES, disclosures that may result from third parties attending parties and other functions at the PREMISES, and disclosures that result from MEMBER and his/her PROPERTY entering or exiting the

PREMISES. RSFMS shall not be liable for any disclosures mentioned in this paragraph even if MEMBER elects not to allow RSFMS to disclose MEMBER's Private Information below.

RSFMS makes no warranty that some or all Private Information cannot or will never be found on the internet, at a library, at a government agency, or some other place where information can be accessed by the general public. MEMBER's remedy for a disclosure of Private Information by RSFMS that breaches this Agreement shall not exceed two hundred dollars (\$200.00).

RSFMS will not disclose Private Information concerning MEMBER except as allowed by this Agreement RSFMS may disclose Private Information concerning MEMBER, but MEMBER must still abide with the Provisions of Paragraph XV of this Agreement

MEMBER's initials

XVI. Waiver

No waiver by RSFMS, its agents, its representatives, or its employees of any breach or default in the performance of any covenant, condition, or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any covenant, condition, or term, thereof.

XVII. Subletting and Access

MEMBER may not sublet any Space without the written consent of RSFMS. MEMBER may not assign any of its rights or obligations under this Agreement without the written consent of RSFMS. MEMBER agrees he/she shall be at all times hereunder be liable for any and all actions of any party authorized by MEMBER to have access to the Space(s) or PREMISES. RSFMS may assign any or all of its rights and obligations under this Agreement to any third party.

XIII. Warranties

MEMBER HEREBY WARRANTS THAT ALL THE INFORMATION IT PROVIDED RSFMS IS TRUE AND CORRECT. MEMBER AGREES TO IMMEDIATELY NOTIFY RSFMS IF ANY INFORMATION HAS CHANGED.

XIX. Severability

If any part of this Agreement for any reason is declared invalid, void, or otherwise unenforceable, such decision shall not affect the validity of the balance of this agreement and the parties agree that this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby the intention of the parties that they would have executed the remaining portion of this Agreement without including such part or parts, which may, for any reason, be hereafter declared invalid, void, or unenforceable.

XX. Choice of Law and Forum

This agreement shall be governed by the laws of the state of California without reference to its conflicts of laws principles. The Parties agree to submit themselves to the jurisdiction of the state and federal courts located in San Diego County, California and agree said courts shall have exclusive jurisdiction over any dispute that arises from this Agreement.

XXI. Disclaimer

This Agreement disclaims any warranties, express or implied, except those explicitly stated in this agreement. THIS AGREEMENT DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. MEMBER has had the opportunity to inspect the Space(s) and PREMISES and accepts the Space(s) as is with all faults.

XXII. Merger Clause

This Agreement represents the exclusive, complete, and final agreement between the Parties. This Agreement may not be revoked or modified, except by a writing signed by both Parties.

XXIII. Headings

The headings of the various provisions of the Agreement have been included only for the convenience of the parties and are not to be used in construing this Agreement nor in ascertaining the intentions of the Parties.

XXIV. Change of Address

IT SHALL BE THE DUTY OF THE MEMBER TO PROMPTLY FURNISH RSFMS IN WRITING BY CERTIFIED MAIL OF ANY CHANGE IN ADDRESS, TELEPHONE NUMBER ALONG WITH THE CHANGE OF ADDRESS OR TELEPHONE NUMBER OF ANY LIEN HOLDER ON THE PROPERTY.

XXV. Notice

Notices required by this Agreement shall be sent to RSFMS at the following address:

Rancho Santa Fe Motor Storage	
1340 SPECIALTY DR,	
Suite A,	
Vista California 92081	
Notices to MEMBER shall be sent to	

XXVI. Designated Person

In the event MEMBER is dead or incompetent, the DESIGNATED PERSON shall take possession of the PROPERTY and dispose of the PROPERTY as the DESIGNATED PERSON seems fit. The DESIGNATED PERSON has been appointed by MEMBER below and RSFMS is not responsible for any of the DESIGNATED PERSON's acts or omissions with regards to the DESIGNATED PERSON's possession or disposal of the PROPERTY.

DESIGNATED PERSON's NAME:
DESIGNATED PERSON's ADDRESS:
DESIGNATED PERSON's PHONE NUMBER:

MEMBER may appoint another DESIGNATED PERSON or revoke the appointment of a DESIGNATED PERSON at any time by giving written notice to RSFMS. If the DESIGNATED PERSON fails to take possession of the PROPERTY within thirty (30) days of the death or incapacity of MEMBER, MEMBER or MEMBER's estate shall be liable for RSFMS' reasonable costs of storing and maintaining the PROPERTY.

XXVII. DRIVING WHILE INTOXICATED

RSFMS condemns drunk driving as well as driving while under the influence of controlled substances. RSFMS, in its sole discretion, may take reasonable measures to prevent MEMBER or anybody else from driving while intoxicated or under the influence of any controlled substance. THIS AGREEMENT DOES NOT CREATE AN AFFIRMATIVE DUTY ON THE PART OF RSFMS TO PROTECT MEMBER OR ANYBODY ELSE FROM INJURIES OR DAMAGES THAT MAY RESULT FROM MEMBER OR ANY OTHER INDIVIDUAL DRIVING WHILE INTOXICATED OR UNDER THE INFLUENCE OF ANY CONTROLLED SUBSTANCE.

XXVIII. PERMISSIVE USE

Member knows that from time to time RSFMCS has both public private parties on the property. Member agrees to either have their PROPERTY relocated away from the event or allow it to be seen at such events. At all public or private parties where people can see and be near the cars, RSFMCS hires private security to make sure no one touches the cars without said permission.

RSFMS may move or transport the PROPERTY. This movement or transport may include moving the PROPERTY from one portion of the PREMISES to another portion of the PREMISES or moving the PROPERTY to and from a location away from the PREMISES.

XXIX. Schedule of Services and Rent

Description of Automobiles: see attached	Monthly Rate
Number of Cars in storage collection: Car(s)	
Auto Storage @ Auto Curation Package @ Package Includes: Battery tending, tire pressure monitoring, routine eng	.00/Month/Car \$75.00/Month/Car gine warm-ups, fluid and belt check, wipe
downs, and lamp safety inspection	•
Member's 4 digit security code:	
 Copy of Driver's License photocopied Insurance Documents Vehicle Registration 	
See additional Exhibit B inspection form upon en	ry and exit of vehicle (page 13-14)
We have read the above Agreement and agree to its t	erms
MEMBER:	
Signature	
Print name	
Date	
RANCHO SANTA FE MOTOR STORAGE	
Charles Butler, President, on Behalf of RANCHO SA Corporation	ANTA FE MOTOR STORAGE, a Nevada
Date	

Exhibit A

Description of PROPERTY Automobile 1 Make:_____ Model:_____ Year_____ Mileage: _____ License Plate Number:_____ VIN Number:_____ Fair Market Value: Lien Holder:_____ City:_____

Special handling or operation instructions (if applicable):

Automobile 2- (Additional pages inser	rted as required by the collection)
Make:	Model:
Year	
Mileage:	_
License Plate Number:	
VIN Number:	
Fair Market Value:	
Lien Holder:	
Address:	
City:	
Phone:	
Special handling or operating instruction	ons (if applicable):
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