

RENTAL AGREEMENT NUMBER: _____

Rental Info: _____

SELF-SERVICE STORAGE RENTAL AGREEMENT

MONTH-TO-MONTH TENANCY

Imbibe Wine Storage • 4140 Truxtun Avenue, Suite B, Bakersfield, CA 93309 • Tel: (661) 588-5364 Fax: (661) 588-5364

NOTICE TO OCCUPANT: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS. SUCH ACTIONS ARE AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE. THIS WOULD REQUIRE OWNER/FACILITY MANAGEMENT TO ENTER YOUR UNIT. SHOULD THIS OCCUR, YOU WILL BE CHARGED ADDITIONAL FEES.

Occupant's Name:
Physical Address:

Transaction Date:
Rent Due Date:

(YOUR property can be sold without you receiving notice in advance, if you do not notify Imbibe Wine Storage in writing of a change in your mailing address.)

Day Phone:
Eve Phone:
Password:

Fax:
SSN:
Reminder:

Regular Rate: \$

Space/Unit Number: Approximate Square Footage:

DL Number: State: Exp Date:

Email:

Are you a member of the military? Yes ___ No ___ Status _____
If yes, Branch of Service:

Alternate Contact & Address: Please provide the name and address of another person (at a different address) to whom any preliminary lien notice and subsequent notice may be sent, or emergency contact.

Person to Contact:
Address:

First Month's Rent	\$	
New Account Admin Fee (Non-Refundable)	\$	15.00
Shelving	\$	
Lock/Merchandise Purchase	\$	
Applicable Tax	\$	
Discount	\$	
TOTAL DUE AT COMMENCEMENT OF TENANCY	\$	

Phone Number:

Relationship:

This Rental Agreement is executed on the Transaction Date Stated above, by and between **Imbibe Wine Storage, 4140 Truxtun Avenue, Suite B, Bakersfield, CA 93309, (661) 588-5364 ("Imbibe")** and **CUSTOMER NAME** ("TENANT", "YOU" or "YOUR") whose residence and/or business address are set forth above, for the purpose of leasing or renting certain space as herein after described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. It is agreed by and between IMBIBE and TENANT as follows:

Project. YOUR access code shall be _____ unless notified by IMBIBE in writing.

1. DESCRIPTION OF PREMISES. IMBIBE leases to YOU and YOU lease from IMBIBE, unit number _____ (Approximately 0 x 0 (S)) hereinafter the "Unit", located at the facility at such address containing similar leased real property and common areas for the use of TENANT and other tenants (the entire facility is hereinafter referred to as the "Project"). YOU have examined the Unit and the Project and by placing YOUR INITIALS HERE _____ YOU acknowledge and agree that the Unit and the common areas of the Project are satisfactory for all purposes, including the safety and security thereof, for which YOU shall use the Unit or the common areas of the Project. YOU shall have access to the Unit and common areas of the Project only during such hours and days as are regularly posted at the

2. TERM. The term of this Rental Agreement shall commence as of _____ and shall continue from that date of the month on a month-to-month tenancy. The minimum rental term is one (1) month.

3. RENT. YOU shall pay to IMBIBE as a monthly rent, without deduction, prior notice, demand or billing statement, the sum of \$ _____. If YOUR rental payments are ever late or YOU have violated policies of IMBIBE, any current or future rental rate reduction or waiver of rent will cease to be effective and the monthly rental rate shall be the full rental rate then charged on the subject unit. Rent is considered late if payment is received ten (10) or more days after the due date. YOU agree to pay an additional Twenty-Five Dollars (\$25) for every dishonored check as well as a late charge where applicable. IMBIBE reserves the right to require that rent and other charges be paid in cash, certified check or money order. The Monthly Rental rate and any other terms stated herein may be changed at any time by IMBIBE mailing written notice to YOU, at the address last given by YOU in writing at least 30 days prior to the expiration of any tenancy created by this Agreement. Any such changes shall not otherwise affect any other terms of the Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

4. By your signature below YOU acknowledge and agree that all of the provisions on this page and all pages following this page, and attached hereto, are incorporated herein by reference and form as part of this Rental Agreement, that you have been given an opportunity to read the entirety of this Agreement, understand and agree to be bound by all the terms, conditions and provisions within it, whether or not YOU have read them, and acknowledge receipt of a copy thereof.

Facility: **Imbibe Wine Storage**

Occupant's Name: _____

By: _____
Imbibe Wine Storage Manager or Agent

Occupant's/Fiduciary Signature _____
Date _____

5. FEES AND DEPOSITS.

a. Concurrently with the execution of this Rental Agreement, YOU shall pay to IMBIBE a \$15 non-refundable administration fee.

b. All rent shall be paid on or before the monthly due date. In the event YOU fail to pay the rent due within 10 days of the due date, YOU shall pay in addition to any other amounts due, \$10 if monthly rent is \$60 or less, \$15 if monthly rent is \$61-\$100, \$20 if monthly rent is greater than \$100, occurring monthly until paid.

c. In the event YOU fail to pay the rent due within 16 days of the due date, YOU shall pay a lien processing charge of \$15. In the event YOU fail to pay the rent due within 31 days of the due date, YOU shall pay an additional lien processing charge of \$25. In the event YOU fail to pay the rent within 45 days of the due date, YOU shall pay an additional lien processing charge of \$30. Any and all administrative or lien processing charges must be paid before the account will be considered current. These fees are considered additional rent and are to compensate IMBIBE for labor and other costs of collection.

6. INSURANCE. IMBIBE does not provide insurance covering any property stored by YOU. YOU agree to maintain at YOUR sole expense, on all YOUR personal property, on or about the Project, a policy of fire and extended coverage insurance, with theft, vandalism and malicious mischief endorsements, to the extent of at least 100% of the full replacement value of such personal property, provided that, to the extent YOU do not maintain insurance as described above, YOU shall be deemed to have "self-insured". Provided further, that in lieu of such insurance YOU may, at YOUR sole discretion, elect to "self-insure" totally (i.e. not insure with any duly licensed insurance company). To the extent that you "self-insure" as described above, YOU shall bear the risk of loss or damage which would have been covered under the aforementioned extended coverage insurance policy. YOU hereby _____(YOUR INITIALS) elect to obtain the insurance policy described above or _____ (YOUR INITIALS) elect to "self-insure". YOU hereby release IMBIBE WINE STORAGE and its agents, authorized representatives and employees (hereinafter IMBIBE WINE STORAGE's agents, authorized representatives and employees and referred to collectively as "IMBIBE WINE STORAGE's agents") from any and all claims for damages or loss to YOUR personal property in, on or about the Project, that are caused by or result from risks which are or would be insured against the extended coverage insurance policy described above and hereby waives any and all rights of recovery against IMBIBE WINE STORAGE's agents in connection with any damage which is or would be covered by any such policy. While certain information may be made available to YOU with respect to insurance, IMBIBE Wine Storage and IMBIBE WINE STORAGE's agents are not affiliated with any insurance company. IMBIBE WINE STORAGE does not act as any insurance company's agent, broker or solicitor and does not assist in the explanation of coverage or in the making of claims under any insurance policy.

7. LIEN SALE. YOUR stored property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10 (commencing with s21700) of the California Business and Profession Code. If the rent and/or other charges remain unpaid for thirty-one (31) consecutive days, YOUR lock may be removed and an inventory of goods taken.

8. USE OF PREMISES. IMBIBE WINE STORAGE is not engaged in the business of storing goods for hire, and no bailment is created under this agreement. IMBIBE WINE STORAGE does not exercise care, custody or control over YOUR stored property. YOU shall not store in Unit, personal property in or to which any other person has any right, title or interest. It is understood and agreed that YOU may store personal property of various types and values in Unit without

IMBIBE WINE STORAGE's knowledge, supervision or control, the value of which may be difficult or impossible to ascertain. YOU shall not store antiques, heirlooms, collectible or any property having special or sentimental value to YOU. YOU waive any claim for emotional or sentimental attachment to YOUR stored property for any accidental damage YOU may suffer for any reason. YOU agree that in no event shall the total value of all your property stored, be deemed to exceed \$5,000.00 unless IMBIBE WINE STORAGE has given advance permission in writing for YOU to store property exceeding such cash value, and that if YOU do store property the total value of which exceed said value, without IMBIBE WINE STORAGE's prior written permission, any claim you make against IMBIBE WINE STORAGE for los or damage to such property shall be limited to \$5,000.00 The provisions of this paragraph do not alter the releases of IMBIBE WINE STORAGE's liability set forth in Paragraphs and do not constitute any admission that YOUR stored property has any value whatsoever.

9. HAZARDOUS OR TOXIC MATERIALS PROHIBITED; COMPLIANCE WITH LAW. YOU are strictly prohibited from storing or using materials in the Unit and the Project classified as hazardous or toxic under any local, state or federal law or regulation and from engaging in any activity, which produces such materials. YOUR obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against IMBIBE WINE STORAGE, arising out of the storage or use of any hazardous or toxic material by YOU, YOUR agents, employees, invitees or guests. In addition, YOU shall not store improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous materials. YOU shall not store any personal property in the Unit which would result in the violation of any law of any governmental authority and YOU shall comply with all laws, rules, regulations and ordinances of any and all government authorities concerning the Unit and the use thereof. YOU shall not use, store or handle any illegal drug, unlawful or illegal drug paraphernalia or any chemical used in the manufacture or processing of any unlawful or illegal drug anywhere in the Facility. YOU shall not use the Unit in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Project or deemed by IMBIBE WINE STORAGE to be disreputable or hazardous in IMBIBE WINE STORAGE's sole discretion.

10. RELEASE OF IMBIBE WINE STORAGE's LIABILITY FOR PROPERTY DAMAGE. All personal property stored within the Unit or Property by YOU shall be at YOUR sole risk. IMBIBE WINE STORAGE, IMBIBE WINE STORAGE's agents and employees shall not be liable for any loss or damage to any personal property in the Unit or Project arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the IMBIBE WINE STORAGE, IMBIBE WINE STORAGE's agents or employees.

11. RELEASE OF IMBIBE WINE STORAGE'S LIABILITY FOR BODILY INJURY. IMBIBE WINE STORAGE, IMBIBE WINE STORAGE'S agents and employees shall not be liable to YOU for injury or death as a result of YOUR use of the Unit or Property, even if such injury is caused by the active or passive acts of omissions or negligence of IMBIBE WINE STORAGE, IMBIBE WINE STORAGE'S agents or employees.

12. INDEMNITY. TENANT agrees to indemnify, hold harmless and defend IMBIBE WINE STORAGE for all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of YOUR use of the Storage Space and property, including claims for IMBIBE WINE STORAGE's active or passive acts, omissions or negligence.

13. ENTIRE AGREEMENT. There are no representations,

Warranties, or agreements by or between the parties which are not fully set forth herein and no representative of IMBIBE WINE STORAGE or IMBIBE WINE STORAGE'S agents or employees are authorized to make any representations, warranties or agreements other than as expressly set forth herein.

14. ABANDONMENT. In the event rent shall be in default and due and unpaid for a period of fourteen (14) consecutive days and YOU shall have failed to give IMBIBE WINE STORAGE written notice of an intention not to abandon the Unit and the personal property located in, on or about the Unit with fifteen (15) consecutive days thereafter, IMBIBE WINE STORAGE may reasonably assume that YOU have abandoned the Unit, and any personal property located in, on or about the Unit and, at IMBIBE WINE STORAGE'S option, the Unit shall be deemed abandoned and YOUR Rental Agreement terminated. Notwithstanding the foregoing, in the event IMBIBE WINE STORAGE otherwise reasonably determines that YOU have abandoned the Unit, at IMBIBE WINE STORAGE'S option the Unit and any personal property located in, on or about the Unit shall be deemed abandoned and this Rental Agreement terminated. Further, in the event of an abandonment of the Unit or any other Termination of this Rental Agreement or TENANT'S right to possession of the UNIT, IMBIBE WINE STORAGE may sell, destroy or otherwise dispose of any personal property thereafter remaining in the Unit. YOU shall also pay and/or be charged a minimum fee of FIFTY DOLLARS (\$50) for moving the contents of an abandoned Unit to a different location for the purpose of storage for Lien Sale resulting from YOUR Default hereunder.

15. DEFAULTS. Default by TENANT shall include but not be limited to any of the following events: (a) the vacating or Abandonment of the Unit by TENANT; (b) the failure by TENANT to make any scheduled payment of rents or other payment required by the Rental Agreement; (c) the failure by TENANT to comply with the Rules and Regulations of the Project; (d) the failure by TENANT to comply with the terms and conditions of this Rental Agreement, including but not limited to the provisions address Use of Unit and Compliance with Law.

16. USE OF ELECTRICITY. Use of electrical appliances or equipment in the rented space or in the Unit is prohibited.

17. ALTERATION AND DAMAGE. YOU shall not make or allow any alterations of any kind or description whatsoever to the Unit without, in each instance the prior written consent of the IMBIBE WINE STORAGE. TENANT agrees to pay for the repair of any damage to the Unit or Project caused by YOU, YOUR agents, employees, invitees or guests.

18. LOCK. YOU shall provide, at YOUR own expense, a lock for the Unit, which YOU, in YOUR sole discretion, deem sufficient to secure the Unit. YOU shall not provide IMBIBE WINE STORAGE or IMBIBE WINE STORAGE'S agents with a key and/or combination to YOUR lock unless YOU specifically authorize IMBIBE WINE STORAGE in writing through a separate agreement signed by both YOU and IMBIBE WINE STORAGE. IMBIBE WINE STORAGE may, but is not required to lock the Unit if it is found open. If IMBIBE WINE STORAGE finds a unit locked open, IMBIBE WINE STORAGE reserves the right to cut the lock and secure the unit.

19. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES. YOU shall grant IMBIBE WINE STORAGE, IMBIBE WINE STORAGE'S agents or the representatives of any governmental authority, including police and fire officials, access to the Unit upon three (3) days prior written notice to YOU. In the event YOU do not grant access to the Unit as required or in the event of an emergency or upon default of any of YOUR obligations under this rental agreement, IMBIBE WINE STORAGE, IMBIBE WINE STORAGE'S agents or the representatives of any governmental authority shall have the right to remove YOUR lock and enter the Unit for the purpose of examining the Unit or the

contents there of or for the purpose of making repairs or alterations to the Unit and taking such other actions as may be necessary or appropriate to preserve the Unit, or to comply with applicable law or enforce any of IMBIBE WINE STORAGE'S rights.

20. NO WARRANTIES. IMBIBE WINE STORAGE hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Unit and the Project and YOU hereby acknowledge, as provided in paragraph 1 above, that YOU have inspected the Unit and hereby acknowledge and agree that IMBIBE WINE STORAGE does not represent or guarantee the safety or security of the Unit or of any property stored therein. This lease sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior agreements or understanding with respect thereto.

21. TERMINATION. This Rental Agreement shall terminate at the expiration of any term of this Rental Agreement by the party desiring to terminate this Rental Agreement giving notice by certified or registered mail to the other party of such party's intention to terminate not less than fourteen (14) days before expiration of the term. Further, this Rental Agreement may, at the option of IMBIBE WINE STORAGE, be terminated upon any Default by You under the terms of this Rental Agreement or abandonment of the Unit by YOU.

22. CONDITION OF PREMISES UPON TERMINATION. Upon Termination of this Rental Agreement, YOU shall remove all of YOUR personal property from the Unit and shall immediately deliver possession of the Unit to IMBIBE WINE STORAGE in the same condition as delivered to YOU on the commencement date of this Rental Agreement, reasonable wear and tear expected.

23. NOTICES. Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed completed on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage thereof fully prepaid and addressed in accordance with the provisions hereof.

24. NOTIFICATION OF CHANGE OF ADDRESS. In the event YOU shall change YOUR place of residence or place of business from the places herein set forth, YOU shall give IMBIBE WINE STORAGE written notice of any such change within ten (10) days of the change, specifying YOUR current residence and business address and telephone numbers.

25. ASSIGNMENT. YOU shall not assign or sublease the Unit or any portion thereof without in each instance the prior written consent of IMBIBE WINE STORAGE.

26. SUCCESSION. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

27. CONSTRUCTION. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity with invalidating the remainder of such provision or the remaining provisions of Rental Agreement.

28. TIME. Time is of the essence of this Rental Agreement.

29. RULES AND REGULATIONS. The rules and regulations posted in a conspicuous place at the Project are made as a part of this lease and TENANT agrees to comply at all times with such rules and

regulations. IMBIBE WINE STORAGE shall have the right to establish or change the hours of operation of IMBIBE WINE STORAGE and to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises, Project and all common areas, or for the preservation of good order and upon the posting of any such amendments or additions in a conspicuous place at the Project they shall become a part of this Rental Agreement. YOU have received and signed a copy of the current Rules and Regulations and agree to abide by them at all times.

30. TENANT ACCESS. YOUR access to the project may be conditioned in any manner deemed reasonable by IMBIBE WINE

STORAGE to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of YOUR identity and inspecting vehicles that enter the Property. When the rent or other charges remain unpaid for ten (10) consecutive days, IMBIBE WINE STORAGE at its sole discretion may deny YOU access to the Unit and Premises.

31. TENANT INFORMATION. YOU warrant that all personal information set forth in this agreement is true and correct.

32. ACCESS BY OTHERS. Access by others to YOUR Unit is YOUR responsibility. IMBIBE WINE STORAGE does not administer access to YOUR Unit.

Rules, Regulations & Additional Information

1. The facility is open all year, **except** for the following holidays: New Year's Day, Easter, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving and Christmas; and 1:00 p.m. on Christmas Eve and New Year's Eve.
2. For you security and the security of others, you are provided with an "access code". Your code arms and disarms the alarm on your unit. You must enter your code every time you enter the facility. Violators are subject to contract termination and/or a \$10 fine for each occurrence.
3. **WE DO NOT MAIL INVOICES.** Rent is due on rental anniversary dates. When paying by check, please include your space number. We can set your account up for "auto-pay" by credit or debit card for your convenience. If you have a need to be invoiced, the monthly fee is \$3.00.
4. Delinquency Fees, Schedules and Notices:
 - a. 10 days late - \$10 if monthly rent is less than \$60; \$15 if monthly rent if \$61-\$100; \$20 if monthly rent is greater than \$100. Charged monthly until account is current.
 - b. 16 days late - \$15 preliminary lien notice fee.
 - c. 31 days late - \$25 notice of lien sale fee. Billing for the next month's rent.
 - d. 45 days late - \$30 advertising fee charge.
 - e. 60+ days late – On the date listed in the advertisement, the property may be sold at public auction to satisfy the lien.
5. Movers and other commercial businesses accessing your unit must check in at the office before entry.
6. Only one lock is permitted per storage locker door.
7. Request for lock removal: as we do not always have someone available to cut a lock off a unit, 24 hour notice may be required. Before the lock is removed, the tenant must provide a current driver's license for identification and sign a release. There is a fee for lock removal.
8. Your children/minors are your responsibility and must be under your supervision while here. Common areas are NOT play areas. Pets are not allowed in the buildings, office or public areas.
9. Doorways and interior hallways are to remain clear to facilitate the safety and movement of others.
10. Smoking is prohibited in all buildings.
11. No overnight parking is allowed on the property. The property speed limit is 5 mph.
12. Servicing vehicles of any kind is not allowed on the property.
13. You are responsible for damages to the parking lot surfaces caused by vehicle leaks.
14. The facility is not equipped to handle more than a very minimal amount of trash or refuse from tenants. If you have anything more than approximately 2' x 2' x 2' to dispose of, please see the office staff. There is a fee for disposing of larger quantities. **The following, no matter how small the quantity, cannot be disposed of on the property: toxic waste, flammable materials, explosives or other inherently dangerous or environmentally harmful materials including oils, grease, paint, paint thinners, tires, batteries, etc.**
15. Property access is limited to "access hours". All loading and unloading must be completed before the office closing time. For a fee, after-hours access may be pre-arranged with the manager, conditional upon staff availability.
16. Dollies and carts are provided for your use at the facility. Please use them carefully. You may be charged for any damages (dings, dents, etc) that you cause. Children are NOT allowed to move or ride on the dollies or carts.
17. Tenant agrees to pay for the repair of any damage to the property caused by Tenant, his invitees or agents.
18. Our neighbors and tenants are important to us. Please do not take any action that might disturb the quiet enjoyment of another tenant or a neighbor in an adjacent property.
19. As a tenant, you agree not to use the premises for any business purpose or in any manner deemed by the Landlord to be disreputable or hazardous.
20. **Upon or before move-out, to terminate the charging of rent, you must: (a) complete the "Notice of Intent to Vacate"; (b) inform the office that you have vacated; and (c) leave the unit undamaged and in "broom-clean" condition. Refunds are only given to tenants that meet conditions (a) – (c) AND have provided notice of intent to vacate at least 14 days before their last monthly billing date.**
21. **Reminder: PER THE TERMS OF THE AGREEMENT, WE ARE NOT LIABLE TO YOU FOR ANY DAMAGE OR LOSS TO YOUR STORED GOODS. YOU MUST OBTAIN YOUR OWN INSURANCE OR BEAR THE RISK OF LOSS OR DAMAGE YOURSELF.**

Signature

Date

Space

ADDENDUM FOR WINE STORAGE

IMBIBE WINE STORAGE, the owner, hereby grants to the Occupant _____ the use of the Owners self service storage facility ("Premises") Space Number _____ for the storage of Occupant's wine and related items. Occupant understands and agrees that this addendum is made part of the Rental Agreement. **Occupant agrees to be bound to the terms and conditions of this Addendum, as well as all terms and conditions of the Rental Agreement. Occupant also agrees to be bound to the terms and conditions of the rules and regulations of the storage facility.**

1. **USE AND COMPLIANCE WITH LAW.** The space named herein is to be used by the Occupant solely for the purpose of storing wine and related products belonging to the Occupant. The Occupant agrees not to store any odorous, noxious, corrosive, hazardous or pollutant material or any other goods in the space which would casue danger or nuisance to the space or facility. The Occupant agrees that the space or facility will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and that the Occupant agrees not to commit waste, nor to create a nuisance during the term of the Agreement.
2. **ACCESS BY OCCUPANT.** Owner has the right to limit access to the space and facility to such reasonable business hours as may be determined by Owner. The parties acknowledge that Occupant has not delivered or relinquished exclusive possession or control of the wine stored at the facility.
3. **NONLIABILITY OF OWNER.** Owner shall not be liable for damages or injury to persons or property resulting from failure to keep the wine storage unit or facility under repair or due to neglect of Occupant or other wine storage occupants or by any other person or entity. No representations are herein made that the leased unit or facility is fire, flood, mechanical failure or theft proof. In the event that Occupant shall request that Owner hold wine deliveries until Occupant can secure and store said deliveries, the Occupant likewise agrees to hold Owner harmless from any claims arising from the loss or damage to said deliveries.
4. **POWER TO SPACE.** Electricity such as presently exists shall be furnished to the facility. Owner does not guarantee or warrant that the temperature of the facility will remain constant, only that the Owner will endeavor to limit temperature extremes in the facility through air conditioning and humidity devices. However, should power be interrupted to the facility, Occupant hereby releases Owner from any loss or damage to the wine stored at the facility arising from said loss of electricity or power.

Occupant's Signature _____ Date _____

Manager's Signature _____ Date _____

This Addendum to be attached to and made part of the IMBIBE WINE STORAGE Rental Agreement.