

VEHICLE STORAGE ADDENDUM

This addendum is attached to and made a part of a Lease in which Sun Cities RV Compound, Inc., an Arizona corporation ("Operator") is leasing certain space to an Occupant ("Lease"). Terms defined in the Lease have the same meanings when used here. The Leased Space shall be used solely for the storage of a motor vehicle or trailer as defined in A.R.S. §28-101, or a watercraft as defined in A.R.S. §5-301 (stored vehicles and watercraft are collectively referred to in this document as "Vehicle"). The Lease is subject to the additional terms and conditions contained in this Addendum.

VEHICLE INFORMATION

TERMS AND CONDITIONS

1. IDENTIFIED VEHICLES ONLY. No Vehicle may be parked in the Leased Space at any time that has not been fully identified in writing by the Occupant to the Operator. Except as provided herein, only one Vehicle may be parked in the Leased Space at one time unless Occupant has the written consent of Operator. Unidentified Vehicles stored without such consent may be towed from the Facility by Operator at Occupant's expense, or be overlocked or restrained. Occupant agrees that the information provided by Occupant to Operator for each stored Vehicle is true, correct and current and Occupant assumes all responsibility to update and keep current such Vehicle Information provided to Operator.

2. TRAILERS. Wheels of trailers of all kinds, including campers, 5th wheels, boat, travel or utility trailers, not connected to a tow Vehicle must be blocked. Trailer tongues must be supported on an appropriate tongue support or wood block to prevent asphalt damage. Pick-up shells may be stored off the ground on appropriate jacks or blocks. All Watercraft must be trailered.

3. MISPARKING. The Vehicle may only be parked within the boundaries of the Leased Space. **If Occupant parks a Vehicle:**

- **In an incorrect space, or**
- **Which exceeds the boundaries of the Leased Space, or**
- **Which has not been identified to Operator in accordance with this Addendum,**

Occupant will be charged the Misparking Fee for each day that the condition persists. Slideouts shall be kept retracted. Operator has no liability to Occupant for interference with the Leased Space by another occupant of the Facility, nor shall Occupant be entitled to any rent deduction or offset in such event and it shall not constitute an event of default under this lease. In such event Operator may, but is not obligated to, provide Occupant with temporary parking until the Leased Space can be made available again, in which event Occupant shall return the temporarily parked Vehicle to the Leased Space within 7 days of notice to do so. Failure to return a temporarily parked Vehicle to the Leased Space within such time shall subject Occupant to the Misparking Fee daily until it is returned.

4. HAZARDOUS MATERIALS. Operator may require the removal of any Vehicle which in Operator's judgment drips fluids excessively. Occupant is liable for, and indemnifies Operator against, all costs and fees resulting from fluids leaking from the Vehicle, including clean-up, consultants, attorneys, penalties and claims of all kinds, whether arising during or after the term of this Lease. In the event of a leak or spill of a hazardous substance, Occupant, at Occupant's sole expense, shall promptly take all steps necessary to restore the premises to the condition that obtained prior to the contamination. No fluids may be discharged from the Vehicle nor may collected fluids be disposed of onto the ground or into any drain, sewer, dump/pump station or trash receptacle on the premises. Occupant shall not permit the release or disposal of any hazardous substance as prescribed in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9602, *et seq.* Violations will be reported to the authorities. Collected fluids shall be removed from the site and properly disposed of by Occupant at Occupant's expense.

5. LOOSE ITEMS. The area must be kept sanitary and clean. Loose items, including but not limited to tires, rims, mats and bicycles, stored under or around the Vehicle will be discarded. It is recommended that open-cockpit boats be covered. All vehicle and boat covers must be in good, serviceable condition and be battened down to prevent parts or contents from being blown about. Tow dollies may be stored under an RV if the dolly is also identified herein as a Vehicle. No structures may be erected.

6. AMENITIES. Amenities such as potable water, dump/pump station, electricity, refuse dump, and/or wash rack, if offered at the Facility, may be utilized only in compliance with the Facility's published rules and fees for such use, which are deemed incorporated in and a part of this Lease and are subject to change by Operator from time to time. Use of any amenity is solely at Occupant's risk. No warranty of any kind, including warranty of suitability for a particular purpose, is made as to any amenity. Operator does not guarantee the continuity of any provided amenity and shall have no liability for interruption of any service. Monthly fees for use of amenities, if any, are payable

whether or not Occupant utilizes them in that month. Operator reserves the right to terminate any amenity being provided. Occupant shall be liable for any damage to property or costs occasioned by Occupant's use or misuse of any amenity.

7. USE RESTRICTIONS. The Leased Space shall be used for Vehicle parking only. No maintenance, refitting and/or repairs; refinishing; dwelling; sleeping; cooking or gathering of any kind is permitted on/in the Vehicle while it is on the Leased Space or in the Facility.

8. PROPERTY LOSS. **Occupant assumes all risk of loss or damage to the Vehicle. Occupant agrees to maintain at Occupant's expense a policy of insurance covering all perils, including burglary, theft, vandalism, malicious mischief and comprehensive physical damage, providing coverage for the full value of any Vehicle parked by Occupant on the Leased Space and its contents, and to provide Operator with proof of such insurance upon the signing of this Addendum, upon the expiration of any previously submitted coverage and within 7 days of a request from Operator.** Occupant acknowledges paying no additional rent as consideration for an increase in the maximum value of stored property set forth in the Lease. Insurance on the Vehicle is a material condition of this Lease for the benefit of both the Occupant and the Operator. Failure to carry, or a lapse in, the required insurance is a breach of this Lease, in which case Occupant shall be deemed to be self-insured, and Operator may at its option terminate this Lease. Occupant agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss or damage to the Vehicle. Occupant agrees not to store any valuable property or Protected Property within the Vehicle nor to store any irreplaceable Vehicle or Vehicle of indeterminate value. Occupant waives any claim for sentimental value or emotional attachment to the Vehicle and to its contents.

9. LIMITED WAIVER. The prohibition in the Lease against the storage of combustible and hazardous materials is waived in respect to: (a) fuel within the tanks and fluids within the working parts of the Vehicle; (b) LP gas in *shut*, legally compliant cylinders properly installed aboard the Vehicle if it is commercially equipped to utilize such fuel; and (c) batteries connected to and powering Vehicles. Occupant grants Operator the right to remove and dispose of any fuel, engine fluid or battery found to be stored in violation of this provision, the cost of which disposal shall be charged to Occupant.

10. LOCKS. Occupant is responsible for keeping Vehicle locked and secured at all times. Operator is not responsible for taking any measures nor for notifying Occupant in the event the Vehicle is found unsecured.

11. CONDITION. The Vehicle must be and remain roadworthy. Operator reserves the right to inspect the Vehicle and its contents any time the Vehicle is entering or leaving the premises, and to refuse storage to any Vehicle, including, but not limited to vehicles with deflated tires, broken glass, damaged or rusted exteriors, and commercial or industrial vehicles.

12. DEFAULT. In the event of a default under the Lease, in addition to any other remedy available to Operator, Operator may deny Occupant access to the Vehicle; overlock or restrain it; or if the Vehicle has been removed from the premises, prevent its return.

13. RELOCATION. Operator has the right to remove or relocate any Vehicle in the event of an emergency or default hereunder. Operator may request that Occupant move the Vehicle to another space to permit repairs or maintenance to the Facility. Such request shall be made in writing and shall give Occupant not less than 7 days advance notice. If Occupant fails to move the Vehicle by the time requested, Operator may charge Occupant the Misparking Fee for each day that it remains unmoved. In addition, Operator may have the Vehicle moved and replaced at Occupant's expense.

14. OTHER. No bailment is created under this Lease; Operator has no care, custody or control over the Vehicle. Additional copies of this Addendum may be used to identify multiple Vehicles, but the Lease and all such Addenda shall constitute only one lease agreement.

Occupant's Initials: _____
