

# **StoreStash Service Agreement**

This Service Agreement (“Agreement”) is being made between the renting party renting storage space on StoreStash and lending party lending space on StoreStash. Use of StoreStash services assumes digital signature and compliance to this service agreement. This Agreement will become effective once both parties, the lender and the renter, accept a space reservation on the StoreStash platform.

## **1. Lender Liability**

A storage space lender agrees to the following liabilities defined in Section 1 in this document.

The Parties acknowledge that their obligations pursuant to this Agreement serve as good and valuable consideration for this Agreement.

### **a. Liability**

- i. The space lender is liable for the items in the deposited sealed boxes for the duration specified on the app or until the renter picks up the items, whichever is sooner.
- ii. The space lender must not tamper with any of the boxes. Boxes are to remain sealed for the duration of the storage. Box should be kept in a dry and cool location so as to prevent damage to items in the boxes.
- iii. In the case of damage due to the negligence of the lender, the lender is responsible for replacement or repair for damaged items. The lender is not liable for damage resultant of floods, accidental fires, tornadoes, or other natural disasters.
- iv. The lender is not responsible for illegal items inside of boxes such as drugs or weapons. Renters are not allowed to store such items.
- v. The lender agrees to be available at the date and time specified for pickup. Being absent at the pickup time can lead to a fine (percentage taken from the earnings of the storage transaction in question), suspension, or expulsion from the StoreStash platform.

## **2. Renter Liability**

A storage space renter agrees to the following liabilities defined in Section 1 below. The Parties acknowledge that their obligations pursuant to this Agreement serve as good and valuable consideration for this Agreement.

**a. Liability**

- i. The space renter agrees to pick up items on the date agreed upon. If the renter is late, the renter must pay twice the prorated monthly rate for each day late.
- ii. The space renter must seal all boxes intended for storage. The renter must not store illegal items such as illegal drugs or weapons.
- iii. The renter agrees that the lender can withhold the return of stored items until the renter has made the payment. This does not include the waiting time for payment processing.

**3. Compensation**

**Total Cost of the Services:** As listed and agreed upon on StoreStash.

**Amount Due at Signing:** 20% of the total storage rent cost must be paid as a deposit. The remaining cost will be charged monthly such that the deposit will pay for the initial months and the user will be charged thereafter.

**Amount Due at Completion:** If the renter decides to take items back early, the amount due before item withdrawal is the remaining amount of the transaction.

**4. Payment**

All payment will be made through the secured payment options on the StoreStash app. Card information will not be stored unless explicitly requested by the user.

**5. Term**

The term of this Agreement is until the renter collects their stored boxes, unless terminated earlier for other reasons available in this Agreement.

**6. Termination**

- a. If the renter wishes to pick up items early, the renter must pick up ALL items and is still responsible to pay for the complete duration initially agreed upon.
- b. If the space lender wishes to terminate early and return items to the renter. The lender will be charged 50% of earnings through the transaction up until the new pick up date. The renter will not need to pay for the time between the earlier pickup and the original pickup time.
- c. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

## **7. Relationship of the Parties**

- a. **No Exclusivity.** The Parties understand that this Agreement is not an exclusive arrangement (i.e. – the Parties aren't "going steady"). The Parties agree that they are free to enter into other similar agreements with other parties.
- b. **Independent Contractors.** The Parties to this Agreement are independent contractors which means there are no strings attached. Neither Party is an agent, representative, partner, or employee of the other Party.

## **8. Waiver**

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

## **9. Amendments**

This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing (an "Amendment"). The terms of this Agreement will apply to any Amendment the Parties make.

## **10. Assignment**

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

## **11. Dispute Resolution**

- a. **Negotiation.** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. **Mediation/Arbitration.** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of residence.
- c. **Litigation and Choice of Law.** We hate fighting, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of residence, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of residence.
- d. **Attorney's Fees.** The prevailing party, also known as the winner, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

## **12. Entire Agreement**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties.

## **13. Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.