

IRVINE LAKE STORAGE AGREEMENT

This Storage Agreement ("**Agreement**") is between _____
_____ ("**Occupant**") and
James Productions, Inc. ("**JPI**"), and is effective as of the last date set forth below.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT:** JPI licenses to Occupant that certain uncovered parking/storage space designated as # _____ (the "**Space**") located at Irvine Lake, 4621 Santiago Canyon Road, Silverado, CA 92676 (the "**Storage Area**") for Occupant to store only the following described personal property (the "**Property**"): _____

(Include make, model, year and DMV license or registration number if applicable).

2. **TERM:** License of the Space shall be on a month-to-month basis beginning _____, 20 _____. Either party may terminate this Agreement upon thirty (30) days written notice to the other at the address beneath each party's signature below. Occupant shall continue to be responsible for paying monthly storage fees until the actual date of termination of this Agreement.
(_____ Occupant's initials)

3. **STORAGE FEE:** The charge for the Space (the "**Storage Fee**") shall be:

_____ \$85 per month for a vehicle/boat **under 24 feet**

_____ \$110 per month for a vehicle/boat **24 feet up to 35 feet**

_____ \$125 per month for a vehicle/boat **35 feet up to 40 feet**

Each monthly payment of the Storage Fee is payable in advance on the first day of each calendar month (the "**Due Date**"). If payment is more than 10 days late, Occupant shall pay JPI a late charge of \$15.00. Payments shall be sent to JPI at the address indicated below or at such other address or to such other party as JPI may from time to time designate in writing to Occupant. Occupant shall make all Storage Fee checks payable to "James Productions, Inc." unless otherwise directed by JPI in writing.

4. **USE OF THE SPACE:** Occupant shall use the Space at all times in compliance with the laws of California, and only for the storage of the Property described above. Occupants shall not permit liens, charges or encumbrances placed on or levied against the Space other than liens, charges or encumbrances placed thereon by JPI or by persons claiming under or through JPI. Occupant shall not, without the prior written consent of JPI, permit the Space to be used by anyone other than Occupant. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry at the Space and in the Storage Area to one hour.
5. **RULES AND REGULATIONS:** Occupant shall comply with the Rules and Regulations of Licensors that apply to the Storage Area, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Agreement. Any failure to comply with the Rules and Regulations that is not promptly corrected after notice from JPI shall be cause for immediate termination of this Agreement at the election of JPI.

6. MAINTENANCE AND REPAIR: Occupant shall have no authority to make any alteration, addition or improvement to the Space or to the Storage Area without the prior written consent of JPI. Occupant shall be entirely responsible for damage to the Space and the Storage Area caused by Occupant and his or her guests (collectively, the “**Occupant Parties**”), normal wear and tear excluded. If any Occupant Party causes any such damage and the repair is paid for by JPI or the owner of the Storage Area, Occupant shall immediately reimburse JPI the amount of such repair, plus any interest thereon, PROMPTLY upon demand.
7. INSURANCE: Occupant shall be solely responsible and assumes all risk of injury to Occupant and all other Occupant Parties, the Property, other persons and the property of others arising from or related to the storage or use of the Property at the Storage Area. It is Occupant’s responsibility to procure and maintain, at Occupant’s sole cost and expense, insurance covering injury and property damage to the Property resulting from the ownership, operation, maintenance and use of the Property, or the storage of the Property at the Storage Area.
8. RISK OF THEFT, DAMAGE OR DESTRUCTION OF PROPERTY: Occupant expressly assumes, and shall bear all risk of loss, theft, damage and destruction of the Property while the Property is stored in or on the Storage Area. There is no security provided at any time on the Storage Area.
9. RISK OF HIGH WINDS, INCLEMENT WEATHER, AND EARTHQUAKES: Occupant acknowledges that the Storage Area is in a region that is seasonally affected by high winds, fire, inclement weather and earthquakes. Owner strongly recommends that Occupant obtain insurance coverage for the full value of Occupant’s Property. Occupant expressly assumes all risk of loss or damage to the Property. JPI shall not be responsible for, and Occupant hereby releases JPI from any responsibility for, any loss, liability, claim, expense, or damage to the Property while stored at or near the Space or the Storage Area.
10. RISK OF FLOOD DAMAGE: Occupant acknowledges that the Storage Area is in close proximity to the edge of a water reservoir that fluctuates seasonally based on water levels and weather conditions. If JPI is advised by agencies responsible for Irvine Lake of a predicted change in water levels, JPI will endeavor to provide Occupant with advance notice so that Occupant may relocate the Property to higher ground designated by JPI within the Storage Area or to move their Property to a different location off-site. **Thereafter, it is Occupant’s sole responsibility to relocate the Property to such higher ground.** Occupant assumes all risk of loss and any and all damage to the Property from flooding or rising water, and Occupant releases JPI from liability for any such damage to the Property.
11. RETURN OF THE SPACE: Upon termination of this Agreement, Occupant shall immediately return to JPI the Space in its original condition, reasonable wear and tear resulting from prudent and careful use being excepted.
12. NO REPRESENTATIONS OR WARRANTIES BY JPI: Occupant acknowledges and agrees that JPI has made no representation or warranty of any kind or nature whatsoever regarding the Space or the Storage Area. JPI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SPACE OR THE STORAGE AREA. OCCUPANT WAIVES ANY CLAIM HE OR SHE MIGHT HAVE AGAINST JPI FOR ANY LOSS OR DAMAGE TO THE PROPERTY. OCCUPANT HEREBY LICENSES THE SPACE “AS IS”, “WHERE IS”, AND WITHOUT ANY REPRESENTATION OR WARRANTY BY JPI. Without limiting the foregoing, JPI shall not be liable for any direct or consequential damage arising from the use of the Space or the Storage Area.

13. INDEMNIFICATION: Occupant shall defend, indemnify and hold JPI and The Irvine Company LLC, TIC Land Investment LLC and any person or entity controlling, controlled by or under common control with either of such entities, and each of their respective owners, shareholders, partners, members, officers, directors, employees, representatives and agents (collectively, the “**Indemnified Parties**”) free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys’ fees and court costs, whether incurred by or made against the Indemnified Parties, relating, resulting from or in any way arising out of Occupant’s storage, maintenance, use or disposition of the Property and/or Occupant’s license or use of the Space or the Storage Area (collectively, “**Claims**”). Occupant shall give JPI and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by JPI or any other Indemnified Party of the assertion of any Claim against any of them, Occupant shall be responsible for the defense thereof with attorneys acceptable to JPI and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Agreement.
14. EVENTS OF DEFAULT: The occurrence of any of the following events shall constitute a default by Occupant (“**Event of Default**”), authorizing JPI to terminate this Agreement and exercise any and all remedies allowed under this Agreement and under the law: (a) Failure of Occupant to pay fully when due any Storage Fee payment or other amount due hereunder; (b) Failure of Occupant to perform fully and timely any covenant, condition or obligation required to be performed by Occupant under this Agreement or any other agreement with JPI; or (c) Failure of Occupant to observe any of the applicable Rules and Regulations.
15. REMEDIES: If any part of the Storage Fee due from Occupant under this Agreement remains unpaid for fourteen (14) or more consecutive days after first day of the month for which the Storage Fee is due, JPI may, at JPI’s sole option, terminate this Agreement and the right of Occupant to use and occupy the Space by sending a preliminary lien notice to Occupant, in the form provided by the California Self-Service Storage Facility Act, California Business & Professions Code 21700 et seq., specifying a date on which Occupant’s right to use the Space will terminate unless all sums due are paid by Occupant before the specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, JPI shall have the right to deny Occupant further access to the Space and the Storage Area, remove any Property found therein to another location within the Storage Area on hardscape or dirt (at JPI’s sole discretion), and enforce JPI’s lien against the Property by sale of the Property in the manner provided by law. JPI reserves the right to reject any partial payment of the Storage Fee from Occupant and to accept only the payment of the full amount due. JPI may impose a lien on the Property and all other property located in the Space for all expenses incurred by JPI for the storage, preservation, sale, or disposition of the Property and all other property stored in the Space. Further, JPI’s remedies as specified in this Agreement shall be in addition to, and not in lieu of, any other legal or equitable relief to which JPI would otherwise be entitled.
16. ASSIGNMENT: Occupant may not assign, sublease or transfer this Agreement or the right to store any item in the Space. JPI may assign this Agreement and/or mortgage the Space in whole or in part without notice to Occupant. Each such assignee or mortgagee shall have all of the rights, but none of the obligations, of JPI under this Agreement. Occupant shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Occupant may have against JPI.
17. NO PROPERTY RIGHTS: Occupant acknowledges and agrees that Occupant does not have and will not have or obtain any title to either the Space or the Storage Area nor any property right or legal or equitable interest therein, except its license right as Occupant hereunder and subject to the terms of this Agreement.

18. HOLDING OVER: Any use by Occupant of the Space beyond the term of this Agreement shall, at the option of JPI, be deemed an extension of the original Agreement term on a month-to-month basis, and all obligations of Occupant shall continue during such holding over. During any such holding over, JPI may terminate this Agreement and take possession of the Space upon demand after three (3) calendar days' prior written notice to Occupant.
19. NON-WAIVER: JPI shall not be deemed to have waived any breach of any of Occupant's obligations, conditions or covenants under this Agreement except by a waiver in writing signed by JPI; and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Occupant's obligations, conditions or covenants. JPI's failure or neglect to exercise any remedy which JPI may have hereunder or any other acquiescence in the default of Occupant, including the obligation of Occupant with respect to which Occupant is in default; and JPI shall be entitled to pursue any remedy available to it under law until Occupant has rendered complete performance of all obligations of Occupant hereunder.
20. NOTICE: All notices required or permitted under this Agreement shall be sufficient if delivered personally or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party may designate in writing to the other from time to time. Any such notice shall be effective forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.
21. SECURITY DEPOSIT: Occupant has paid to JPI N/A to be held by JPI as security for the payment and performance by Occupant of its various obligations set forth in this Agreement. This deposit may, at JPI's option, be applied to satisfy any obligation of Occupant's which may be in default, and the amount so applied will immediately be reimbursed to JPI by Occupant, without demand, so as to maintain the Agreement.

The acceptance of any security deposit or any other sum by JPI shall not constitute any agreed liquidated damages, or a limitation of damages which may be sustained by JPI as a result of any breach or default by Occupant under this Agreement. Any unused portion of the security deposit will be returned to Occupant promptly after the termination of this Agreement without interest provided the provisions of this Agreement are satisfied.

22. MISCELLANEOUS:

- a. TIC Land Investment LLC is the owner of the Storage Area and is an intended third party beneficiary of this Agreement.
- b. If more than one person executes this Agreement as Occupant, all obligations hereunder to be performed by Occupant shall be the joint and several liability of all such persons.
- c. Wherever the context permits, Occupant's obligations under this Agreement shall survive the delivery and return of the Space hereunder.
- d. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Agreement.

- e. To the extent permitted by applicable law, Occupant hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
 - f. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the charge, waiver, discharge or termination is sought.
 - g. The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.
 - h. As used herein, the term "Agreement" shall include all exhibits attached hereto.
 - i. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performances.
 - j. Time is the essence hereof.
23. INTEGRATION: This Agreement represents the entire and complete agreement between JPI and Occupant with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreement relating to the subject matter of this Agreement.

(Signatures and Contact Information on following page)

(Signature Page to Agreement)

JAMES PRODUCTIONS, INC.

_____, CA _____

Telephone: (____) ____-____

By: _____ Date: _____

Title: _____

OCCUPANT

Signature: _____ Date: _____

Printed Name: _____

Home Address of Occupant:

Alternative Address:

Cell Phone _____

Home Phone _____ Work Phone _____

Property Description _____

Make _____ Model _____

Length _____

License _____ CF No's or VIN # _____

Space Number: _____

JAMES PRODUCTIONS, INC.

IRVINE LAKE

STORAGE AGREEMENT AND RELEASE OF LIABILITY FORM

I hereby agree to pay \$70.00 per month for any vehicle under 24 feet, and \$95.00 per month for any vehicle 24 feet to 35 feet, and \$110.00 per month for any vehicle over 35 feet to 50 feet for storage at Irvine Lake. The monthly Storage Fee will be paid by the Due Date of each month. A \$15.00 late fee, per Space, will be charged for any payment received more than 10 days after the Due Date.

Please make checks payable to:

James Productions, Inc.
1116 North Olive Street
Anaheim, CA 92801

As further consideration for the license granted under this Agreement, I hereby release James Productions, Inc., The Irvine Company LLC and TIC Land Investment LLC from any and all liability for damage or theft of my boat, recreational vehicle, trailer or related equipment and its contents while in storage at the Storage Area.

I understand that access to my stored Property will be available during the Storage Access Hours set forth on page 8 of this Agreement.

Occupant Signature: _____

Date: _____

Name (print): _____

Address: _____

City/State/ZIP: _____

Telephone: Home (____) _____

Work (____) _____

Cell (____) _____

Email: _____

Assigned Space: _____

Vehicle/Boat Description: _____

Length: _____ Color: _____

License/Registration Number: _____

Storage
Access Hours

Mon – Tue - Wed – Thu and Sunday - 7:00am to 4:00pm.

Friday and Saturday - 7:00am to 5:00pm

(although because we do not have additional lighting in the Storage Area,
we encourage you to conclude your storage business by 4:30pm during winter months)

These guidelines provide sufficient time to conclude Storage business in a timely manner which will help our personnel close up efficiently. You are encouraged to plan on concluding your Storage activity to fit within the above operational hours.

RULES AND REGULATIONS

The following Rules and Regulations apply to Occupant's use of the Space and activities within the Storage Area. Licensor reserves the right to adopt reasonable modifications and additions to these Rules and Regulations at any time. In the event of any conflict between these Rules and Regulations and the Agreement, the terms of the Agreement shall control.

1. Operating Hours; No Overnight Use. Occupant and its guests and invitees shall access the Property and the licensed Space in the Storage Area only during the Storage Access Operating Hours specified in the Storage Agreement or as otherwise posted by JPI. To that end, Occupant shall not, and shall not permit any of its guests and invitees to, stay on the Space or within the Storage Area after Operating Hours or to spend the night in any vehicle or boat stored on site.

Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility. Occupant shall use best efforts to limit Occupant's time during each entry to the Space and in the Storage Area to no longer than one hour.

2. Vehicle and Boat Storage Only. Occupant shall use its space only for storage of vehicles and boats. No storage sheds or structures may be placed within the Space licensed to Occupant or anywhere else in the Storage Area.
3. Drip Pans; Oil; Old Batteries. Occupants shall place drip pans or similar device beneath all oil pans and gas tanks of vehicles and boats stored in the Storage Area to prevent contamination of the soil or surface beneath the vehicles and boats. No motor oil, hydraulic or other fluids shall be drained from Occupant's vehicle or boat on the Storage Area. Old batteries must be disposed of off-site by Occupant at proper disposal sites in accordance with applicable law.
4. Human Waste Disposal. Disposal of human or animal waste, or draining of septic tanks on the Space or anywhere in the Storage Area is prohibited.
5. No Discharge from Water Tanks/Drain Lines. Because the Storage Area is located above Irvine Lake, all drainage flows toward the lake. Therefore, draining of water storage or other tanks is prohibited.
6. Utility Hookups. There are no hookups in the Storage Area for charging batteries, filling water tanks, etc. Occupant must charge its batteries and fill up its tanks off-site.
7. Trash Removal. Occupant shall clean trash from the Space and any portion of the Storage Area affected by Occupant's activities at the end of each day that Occupant is on the Storage Area.
8. Fuel Storage. Occupant shall not store any gasoline or other fuels on the Storage Area.
9. No Smoking. Because this area of Orange County is a fire hazard area, smoking is prohibited at all times.
10. Pets. Pets must be kept on a leash, and Occupants must clean up after their pets. Occupants shall not tie up pets outside and leave them unattended. Loud and bothersome pets will not be tolerated. Any animal that has been deemed dangerous by city, county or state officials is strictly prohibited within the Storage Area.

11. Vehicle/Boat Covers. Fitted vehicle and boat covers are allowed. Any tarps or plastic covers that are used to cover any vehicle or boat must be securely fastened so that they do not fly off or flap against adjoining Occupant's vehicles or boats during windy conditions. Any covers showing deterioration must be removed and disposed of by Occupant upon notice from JPI.
12. No Maintenance or Repair Work. Occupant acknowledges that the Space licensed to Occupant for his or her RV or boat is for storage only; Occupant shall perform no maintenance or repair work on the Property anywhere within the Storage Area.
13. Cleaning & Washing of RVs and Boats. No cleaning or washing of vehicles or boats within the Storage Area is allowed.
14. No Drugs or Alcoholic Beverages. No person entering the Storage Area shall use, serve, distribute or give any drugs or alcoholic beverages to anyone unless specifically agreed in advance in writing by JPI and, where agreed, proper evidence of liquor liability insurance has been provided to JPI. Any person found under the influence of drugs or alcohol will be asked to leave immediately.
15. No Generators, Stereos or Sound-Generating Devices. Occupant shall comply with all applicable laws, ordinances, rules and regulations respecting sound control and noise levels, and shall be responsible for controlling noise while on the Space and in the Storage Area. JPI reserves the right to require Occupants to remove or turn down the volume of any generators, stereos or other devices that generate noise deemed to be excessively loud by JPI.
16. Nuisance. Occupant shall conduct its activities (and control the activities of its guests and invitees) while on the Space or the Storage Area in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Storage Area results from the activities of Occupant or any of Occupant's guests and invitees.
17. No Fires or Firepits. Occupant shall not, and shall not permit any of Occupant's guests and invitees, light any fires or dig any firepits for fires on the Storage Area.
18. No Fireworks. Occupant shall not bring, store or light any fireworks within the Storage Area.
19. No Firearms or Weapons. No firearms, cross-bows or any other similar type of weapons are permitted to be used on site or stored within Occupant's vehicle or boat at anytime.
20. Control of Guests and Invitees. Occupant shall control the activities of its guests and invitees at all times while on the Storage Area and Access Roads.
21. Cooperation. Occupant shall cooperate with JPI and any contractors or authorized personnel of JPI working on the Storage Area and Access Roads.
22. Speed Limits. Speed limit in the Storage Area is 5 mph.
23. Security. Occupant is responsible for securing its vehicle or boat with locks and security devices as necessary to protect it from theft or break-in. JPI does not maintain a security patrol on-site and does not guarantee the security of any Property stored on the Storage Area. JPI is not responsible for injury, damage, loss, or claims for damage to Property stored at the Storage Area due to theft, fire or other natural hazard, or any other causes.