

Facility(s) Listing on EZstorit.com Website Agreement

This Online Reservations for Rental Agreement (“Agreement”) is entered into on this ____ day of _____, 20____, by and between **EZstorit.com**, and _____ (“Client”).

- A. The Site provides users with a single source website to locate, select and reserve self-storage units in storage facilities across the United States and Canada.
- B. Client desires that its self-storage facilities (the “Facilities”), will be listed and included on the EZstorit.com and its network of affiliated sites.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Agreement:** Client authorizes EZstorit.com and EZstorit.com hereby agrees, to list and make the Facilities available for reservation on the Site pursuant to the terms of this Agreement, and in accordance with the EZstorit.com’s standard use and operation of the Site. EZstorit.com will list the client’s facility website link and local phone number, so customers can reserve directly from facility.
2. **Business Models and Pricing:** Client agrees to the following pricing plan:
Flat Rate: Client agrees to pay EZstorit.com the New Facility* price of \$49.95 per facility for the first 6 months beginning _____ and then \$19.95 per facility per month via a recurring credit card charged on the first of each month beginning _____.
In the event a credit card payment is declined, the client will have 10 days to replace such payment or listing will be removed from EZstorit.com website. In the event a listing has to be removed due to non-payment, a \$25.00 reinstatement fee will be charged to relist facility.
*New Facility Pricing is available once to each Self Storage facility.
3. **Website Link & Phone number:** EZstorit.com will publish a direct link to facility’s website and the facility’s phone number be it local or facility call center at client’s discretion.
4. **Term:** The initial term of this Agreement shall be for a minimum of 6 months with automatic renewal each month from the date hereof, unless earlier terminated upon default, as set forth herein. This Agreement will renew automatically after the six month period for additional terms of one (1) month unless either party shall give thirty(30) days written notice prior to any such renewal that the Agreement shall not so renew.
5. **Change in Pricing Model:** EZstorit.com will notify clients 60 days in advance of any changes in pricing model.
6. **Client Data:** The Client shall be responsible for establishing and keeping accurate data, including but not limited to unit availability, pricing, refund policies, deposit amounts, size of units, conditions of units, or any other information or procedures relating to reservations of Units in the Facilities website or call center (the “Client Data”). EZstorit.com will publish only one and the most common discount or special. EZstorit.com shall not be responsible or liable to the Client or any third party for reservations through the Site based on errors in the Client Data.
7. **User Payment and Collection.** EZstorit.com will not accept or and/or hold any money due to Client from any person using the site (“user”) as part of the reservation process on the Site. All money deposited or otherwise paid by user through the Site shall be made directly to Client via Client’s website or call center representative.
8. **Default:** In the event either party fails to observe or perform any of the obligations or undertakings requires to be observed or performed by that party hereunder and such default continues for ten (10) days after notice in writing to the defaulting party of the existence of such failure, the non-defaulting party shall have the right to terminate this Agreement and/or take any other action or pursue any other remedies available under this Agreement.
9. **Indemnification:** Client will indemnify and hold EZstorit.com harmless from and against any claims incurred by EZstorit.com arising out of or in conjunction with Client’s breach of this Agreement and/or any third party actions or occurrences of whatever kind or nature relating to the reservation of a Unit not directly and proximately caused by EZstorit.com.
10. **Liability:** Under no circumstances shall EZstorit.com be liable to Client for indirect, incidental, consequential, special or exemplary damages arising from the operation of the Site or any other provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source. In any event, under no circumstances shall EZstorit.com be liable for any loss, cost, expenses, or damages to Client in an amount cumulatively exceeding the amounts paid to EZstorit.com by Client hereunder.

11. **Intellectual Property Rights:** Neither party will acquire any ownership interest in the other party's intellectual property. All names and other information concerning a user that reserves a Unit through the Site shall be deemed jointly owned by EZstorit.com and Client with each party free to use such names and information as they see fit in compliance with applicable law. EZstorit.com shall have the right to place the Client's logo, trade name and trademark on the Site as a means to identify the Client and to otherwise use such items in connection with the purposes of this Agreement. EZstorit.com shall follow all reasonable directions from the Client concerning the protection under applicable laws of such logo, trade name and trademark.
12. **Confidentiality:** EZstorit.com agrees that it will keep any and all information obtained through this Agreement, including, without limitation, any information regarding customers or potential customers of client, confidential and will not use or disclose such information except as contemplated under this agreement.
13. **Relationship of Parties:** The parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking.
14. **Applicable Laws:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law and principles. Any action with respect to this Agreement shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida. The parties expressly agree that this Agreement is being performed in Miami, Miami-Dade County, Florida, and waive any objection to the jurisdiction of the courts located herein.
15. **Entire Agreement:** This Agreement, together with any exhibits attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all previous agreements, representations or understandings, whether written or oral. All negotiations, whether written or oral, are merged herein and there are no other agreements or understandings between the parties hereto with respect to the subject matter hereof.

I, the client agree to this agreement effective as of this ____ day of _____, 20__.

Client: _____

By: _____
Authorized Representative

Payment Information

_____ (“Client”), hereby authorizes EZstorit.com to process the following payment on the credit card information provided below:

Terms: _____ # of Storage Facilities listed on EZstorit.com @ New Facility Rate of \$49.95 per facility for 6 months and then a reoccurring charge of \$19.95 a month thereafter for each facility.

_____ # of Facilities @ New Facility rate of \$49.95 per facility to be charged on _____, and then a reoccurring charge of \$19.95 per facility per month to be processed and charged on the 1st of each month beginning: _____ .

Name on Card: _____ Card Type: ___ Visa ___ MC ___ AmEx ___ Discover

Card Number: _____ Expiration Date _____ Security Code _____

Billing Address: _____ City _____ State _____ Zip _____

Phone Number: _____ Fax : _____

Signature of Cardholder: _____