

1776 RV Storage Inc. Rental Agreement

Vehicle Identification No.:	Make:
State:	Model:
License Number:	Color:
Year:	Length:

Term: This 1976 RV Storage Inc. Rental Agreement (referred to as the “Rental Agreement”) is entered into by and between 1776 RV Storage Inc., a California corporation (referred to as “Owner”) and the person identified as “Customer” on the preceding page. Owner hereby leases to Customer, and Customer hereby hires from Owner, the Rental Space identified on the preceding page which is located in Owner’s storage facility at 4370 Business Drive, Cameron Park, California 95682 (referred to as “Owner’s Facility”) to be used and occupied solely for the purposes described in Section 4 below, and subject to all of the terms, provisions and conditions set forth in this Rental Agreement. The term of this Rental Agreement begins on the Commencement Date identified on page 1 of this Rental Agreement and continues for _____. Renewal, if any, to be perfected 30 days before terms end. Holdover subject to _____ storage charge per day unless prior written agreement otherwise.

Occupancy Charges:

- A. **Rent.** Customer shall pay Owner, in advance, monthly rent for the rental Space in the identified amount per space. All payments of Rent must be received by Owner at Owner’s address specified on the preceding page no later than the first (1st) day of each calendar month, without notice, demand, deduction or offset. Rent for the first month of occupancy will be prorated on a daily basis. There will be no proration for the last month of occupancy. Owner reserves the right to require that Rent and/or any other charges payable by Customer be paid in cash, certified check, money order, credit card, or Venmo. Owner may increase the Rent or any other charges specified herein by giving Customer written notice not less than thirty (30) calendar in advance of the increase by (i) e-mail addressed to Customer at the e-mail address specified by Customer on page 1 of this Rental Agreement, or (ii) first class mail addressed to Customer at the street address identified by Customer on page 1 of this Rental Agreement. If Owner exercises this right, any increase in the Rent or any increase in any other charges specified herein, shall become effective on the first day of the next full calendar month occurring after expiration of the above-described 30-day notice period. Owner, at Owner’s sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of Rent by Owner shall not constitute a waiver by Owner of its rights under this Rental Agreement and Customer understands and agrees that acceptance of a partial Rent payment made to cure a default of non-payment of Rent will not delay or stop foreclosure of Customer’s property stored in or at the Rental Space as provided by the California Self-Service Storage Facility Act. **If any monthly installment of Rent required by this Rental Agreement is received by Owner ten (10) days or more after its due date, Customer will pay Owner the late fee of \$20.** Any payment received from Customer will be credited to first pay unpaid late charges and the balance will be credited to Rent.
- B. **Bank Charges.** If any Customer’s checks are returned for any reason, Customer shall pay Owner a service charge of \$25.00 for each returned check, and shall also reimburse Owner all bank charges incurred by Owner for any dishonored check.
- C. **Cleaning Fee.** If Customer does not return the Rental Space to Owner at the termination of this Rental Agreement, in the condition it was in at the inception of this Rental Agreement, Customer shall pay Owner, on demand, a \$100.00 clean up charge, or Owner’s actual costs of cleaning up the Rental Space and remedying any damage caused by Customer, whichever is greater.
- D. **Attorney’s Fees.** Owner may pursue civil remedies against Customer for collection of past due amounts. Customer shall be responsible for all costs incurred by Owner in enforcing this Rental Agreement, including but not limited to court costs, collection costs and attorney fees.
- E. **Payment For Damage Caused By Customer.** Customer shall reimburse Owner, on demand, for all costs Owner incurs to repair or replace any portion of the Rental Space that is damaged as the direct or indirect result of the negligence, recklessness or willful misconduct of Customer or Customer’s agents, employees, licensees, guests, invitees or contractors.
- F. **Lien Sale Preparation Fee:** If Customer fails to pay any amounts due under this Rental Agreement for a period of thirty (30) days, Customer shall pay Owner a Lien Sale Preparation Fee of \$200.00.

2. TERMINATION FOR NONPAYMENT OF RENT; LIEN AGAINST CUSTOMER’S PROPERTY:

- A. **Termination for Nonpayment of Rent.** If any part of the Rent due from Customer under this Rental Agreement remains unpaid for fourteen (14) consecutive days, Owner may at Owner’s sole option, terminate this Rental Agreement and the right of Customer to use and occupy the Rental Space by sending a preliminary lien notice, in the form provided by law, to Customer at Customer’s last-known address and to any alternative address specified in Section C., below, specifying a date on which Customer’s right to use the Rental Space terminates unless all sums due are paid by Customer before the date specified in the preliminary lien notice. If Customer fails to pay the full amount due by the date specified in the preliminary lien notice, Owner is entitled to deny Customer further

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access to the Rental Space, and Owner may enter the Rental Space, remove any property to a place of safe keeping, and enforce Owner’s lien against that property by sale of the property in the manner provided by law.

B. Lien Against Customer’s Property. As authorized by the California Self-Service Storage Facility Act, or any successor Act, if any part of the Rent due from Customer under this Rental Agreement remains unpaid for fourteen (14) consecutive days, Customer’s property located on the Rental Space will be subject to a claim of lien for unpaid rent and other charges. The Customer’s property located on the Rental Space may be sold to satisfy the lien if the Rent or other charges due remain unpaid for fourteen (14) consecutive days.

C. **IDENTIFICATION OF ANOTHER PERSON TO RECEIVE NOTICES. CUSTOMER: PURSUANT TO THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT [BUSINESS AND PROFESSIONS CODE SECTIONS 21700–21716], YOU ARE REQUESTED TO GIVE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM THE PRELIMINARY LIEN NOTICE AND THE SUBSEQUENT NOTICES REQUIRED TO BE GIVEN UNDER THE ACT MAY BE SENT. IF YOU GIVE THE NAME AND ADDRESS OF ANOTHER PERSON AS REQUESTED, NOTICES WILL BE SENT TO YOU AT YOUR LAST KNOWN ADDRESS AND TO THE PERSON DESIGNATED BY YOU AT THE ADDRESS DESIGNATED BY YOU. IF YOU DO NOT GIVE THE NAME AND ADDRESS OF ANOTHER PERSON, NOTICES WILL BE SENT ONLY TO YOU AT YOUR LAST KNOWN ADDRESS. YOUR FAILURE TO PROVIDE AN ALTERNATIVE ADDRESS DOES NOT AFFECT THE OWNER’S REMEDIES UNDER THIS AGREEMENT OR UNDER ANY OTHER PROVISION OF LAW.**

INITIAL ONE OF THE FOLLOWING:

_____ I do not wish to give an alternative address.

_____ I wish to give an alternative address.

The alternative addressee and address is as follows:

Name: _____
Street address: _____
City, state, and zip code: _____
Alternate’s e-mail address: _____

D. Rights of Owner on Termination. On termination of this Agreement, Owner may, at Owner’s option, enter the Rental Space and remove all personal property; clean and repair the Rental Space; and exercise any and all rights otherwise available to an owner of a self-service storage facility pursuant to law. Further, Owner may impose a lien on all personal property located in the Rental Space for rent, labor, or other charges, present or future, and for all expenses incurred for the storage, preservation, sale, or disposition of any and all property stored in the Rental Space. Customer agrees to reimburse Owner for all costs incurred by Owner in enforcing the Lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ANY PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS MUST BE PAID BY CERTIFIED CHECK, MONEY ORDER, CASHIERS CHECK, OR CASH. If Customer’s personal property is not sold at public sale, any or all items of said personal property may then be otherwise disposed of and/or destroyed by Owner. Owner’s remedies as specified in this Rental Agreement are in addition to, and not in lieu of, any other legal or equitable relief to which Owner would otherwise be entitled.

E. Accrual of Rent After Default. If Owner elects not to terminate this Agreement on any breach or default by Customer, all rent and other sums due under this Rental Agreement continue to accrue.

F. Additional Rent: Costs Resulting From Breach. Any costs incurred by Owner by reason of Customer’s breach of any provision of this Rental Agreement shall be deemed additional rent and payable to Owner at the time and manner provided for payments of Rent under Section 1.

G. Liens Registered Under Vehicle Code. Notwithstanding this Section 3, any Lien created on a vehicle or vessel subject to registration or identification under the California Vehicle Code shall be subject to California Business and Professions code section 21702.5.

3. **INSURANCE: ALL PROPERTY IS STORED BY CUSTOMER AT CUSTOMER’S SOLE RISK. INSURANCE IS SOLEY CUSTOMER’S RESPONSIBILITY. CUSTOMER UNDERSTANDS THAT OWNER WILL NOT INSURE CUSTOMER’S PROPERTY. CUSTOMER AGREES AND ACKNOWLEDGES THAT CUSTOMER’S OBLIGATION TO OBTAIN AND MAINTAIN CUSTOMER INSURANCE , AT ALL TIMES WHILE STORING ANY PROPERTY AT OWNER’S FACILITY, IS A MATERIAL CONDITION OF THIS RENTAL AGREEMENT AND IS FOR THE BENEFIT OF BOTH CUSTOMER AND OWNER. FAILURE TO CARRY THE REQUIRED INSURANCE IS A BREACH OF THIS AGREEMENT AND CUSTOMER ASSUMES ALL RISK OF LOSS TO OR OF THE STORED VEHICLE OR CUSTOMER’S STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE.**

4. **USE OF STORAGE SPACE:**

A. Use/Acceptance “As Is”/ Additional Customer Obligations. Customer agrees to use the Rental Space solely for the storage of the Stored Vehicle and for no other purpose whatsoever. By signing this Rental Agreement, Customer warrants that he/she has inspected the Rental Space, accepts it “as is”, and agrees that Owner has no obligation to repair, upgrade, change or alter the Rental Space. Customer shall immediately notify Owner of any fire (or other casualty), defects or dangerous conditions in the Rental Space. Customer shall keep the Rental Space in good order and condition, and shall surrender it to owner at the termination of this Rental

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Agreement in the same condition as it occupied on the commencement of this Rental Agreement, reasonable wear and tear excepted. Customer shall not install any walls, bumpers or barriers to any part of the Rental Space or Owner's Facility.

B. Wheel Block Requirement. All vehicles must be wheel blocked at all times when stored in the Rental Space.

C. No Habitation or Use For Business. Customer has no right whatsoever to use the Rental Space or any portion of Owner's facility as a human habitat. No animal may be kept in the Rental Space or on Owner's Facility. Customer may not operate any business; engage in, conduct or allow any illegal activity in the Rental Space or Owner's Facility; or produce any goods or provide any services in the Rental Space or in the Owner's Facility.

D. Trash Disposal. Customer shall immediately dispose of all trash, rubbish, and refuse.

E. Obligation to Notify If No Use For 14 Days. Customer must notify Owner's office if the Stored Property will be removed from the Rental Space for more than fourteen (14) days.

F. Obligation to Lock. Customer shall keep the Stored Vehicle securely locked at all times, including hitch locks.

G. Customer to Keep Space Clean. Customer shall, at all times, keep the Rental Space clean. Customer agrees that Owner is permitted to discard any items of Customer's personal property that Customer keeps at the Rental Space in violation of this provision. This includes extra tires, rims, bicycles, etc.

5. **Compliance with laws:**

A. In General. Customer is responsible for compliance with all laws applicable to the storage of the Stored Vehicle and any other property of Customer stored within the Stored Vehicle, the Rental Space or at Owner's Facility.

B. No Hazardous Materials

6. **Notices:** All notices required by this Agreement shall be in writing. All notices required or permitted to be given under this Rental Agreement must be personally served or mailed by certified United States mail, return receipt requested, postage prepaid, to the parties at their addresses stated on the first page of this Rental Agreement, or any other address subsequently furnished in writing to the other party. All notices must be similarly sent to any other person whose name and address are set forth in Section 2. Both parties are entitled to rely on the currency of the addresses set forth on the first page of this Rental Agreement unless notified otherwise in writing. Any notice mailed in accordance with this Section will conclusively be presumed to have been received within two (2) business days after mailing.

7. **Customer's Representations:** Customer represents and warrants that the information Customer has supplied in this Rental Agreement is true, accurate and correct and Customer understands that Owner is relying on Customer's representations.

8. **Change of address:** Customer agrees to give prompt written notice to Owner, at Owner's address specified on page 1 of this Rental Agreement, of any change in Customer's address, and any change in the liens and secured interests on any of Customer's property stored in the Rental Space. For the purposes of enforcing Owner's lien rights (if necessary), Customer's "last known address" shall mean the physical address provided by Customer on page 1 of this Rental Agreement, or the physical address provided by Customer in a subsequent written notice of change of physical or email address delivered to Owner in compliance with this Section 8. Notice must be COMPLETE and in writing, dated and signed by Customer. Owner shall not be required to regard return addresses on envelopes or checks to be an effective change of address by Customer.

9. **Assignment: Subletting:** Customer shall not assign or sublet all or any part of the Rental Space without Owner's prior written consent, which Owner may withhold in the exercise of Owner's sole discretion.

10. **Rules and Regulations:** Customer agrees to be bound by the Rules and Regulations as posted by Owner from time to time (the "Rules"). Owner may modify or amend the Rules by giving written Notice of such modification or amendment to Customer pursuant to Section 8, above. All Rules shall be deemed to be part of this Rental Agreement and are incorporated herein by this reference. Owner shall have the right to establish or change the hours of operation for Owner's Facility and to promulgate additional rules for the safety, care and cleanliness of the Rental Space and/or the preservation of good order on and at Owner's Facility.

11. **No Bailment:** Owner is not engaged in the business of storing goods for hire and no bailment whatsoever is created under or by this Rental Agreement. Owner exercises neither care, custody nor control over Customer's Stored Vehicle or other property. Customer acknowledges and agrees that: (i) Owner is not responsible for safekeeping the Stored Vehicle parked in the Rental Space or any personal property stored by Customer in the Stored Vehicle or the Rental Space or in any other portion of Owner's Facility; and (ii) Owner is not responsible for any damage to the Customer's Stored Vehicle or any other property unless caused by the gross negligence or willful misconduct of Owner.

12. **Military Service:** IF CUSTOMER IS IN THE MILITARY SERVICE, OR SUBSEQUENTLY ENTERS OR LEAVES THE MILITARY SERVICE, CUSTOMER MUST PROVIDE WRITTEN NOTICE TO OWNER OF ANY CHANGE IN SUCH MILITARY STATUS.

13. **Indemnification:**

A. Customer's Indemnification of Owner Parties. To the fullest extent permitted by law, Customer will, at Customer's sole expense and with counsel reasonably acceptable to Owner, indemnify, defend and hold harmless Owner Parties from and against all claims as defined below, from any cause, rising out of or relating (directly or indirectly) to this Rental Agreement, the rights and duties extended to and accepted by Customer under this Rental Agreement, or the Rental Space or Owner's Facility, including:

(i) the use or occupancy, or manner of use or occupancy, of the Rental Space or Owner's Facility by Customer Parties;

(ii) any act, error, omission, or negligence of Customer Parties or of any invitee, guest, licensee, or independent contractor of Customer in, on, or about the Rental Space or Owner's Facility;

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(iii) any activities, actions, or things done, omitted, permitted, allowed, or suffered by Customer Parties in, at, or about the Rental Space or Owner's Facility, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, any Rules promulgated by Owner, regulations, decrees, or judgments in existence on the commencement date of this Rental Agreement, or enacted, promulgated, or issued thereafter;

(iv) any disposition by Owner, as permitted by this Rental Agreement, of items of personal property stored in the Rental Space by Customer in which third parties hold a lien or have any legal interest; and

(v) any breach or default in the performance of any obligation on Customer's part to be performed under this Rental Agreement, including obligations which survive expiration or earlier termination of this Rental Agreement under the terms of this Rental Agreement.

B. Definition of "Claims." For the purposes of this Rental Agreement, the term "Claims" means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise) permits, charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorneys' fees actually incurred).

C. Type of Injury or Loss. This indemnification extends to and includes Claims for:

(i) Injury to any persons (including death at any time resulting from that injury);

(ii) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage or destruction); and

(iii) All economic losses and consequential or resulting damage of any kind.

D. Active or Passive Negligence; Strict Liability. Except as provided in this subsection 13 D, the indemnification in subsection 13 A applies regardless of the active or passive negligence of Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on Owner Parties. The indemnification in subsection 13 A will not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim against one Owner Party was proximately caused by the willful misconduct of that Owner Party. In that event, however, this indemnification will remain valid for all other Owner Parties.

E. Indemnification Independent of Insurance Obligations. The indemnification provided in this Section 13 may not be construed or interpreted as in any way restricting, limiting, or modifying Customer's insurance or other obligations under this Rental Agreement and is independent of Customer's insurance and other obligations. Customer's compliance with the insurance requirements and other obligations under this Rental Agreement will not in any way restrict, limit, or modify Customer's indemnification obligations under this Rental Agreement.

F. Attorneys' Fees. The prevailing party is entitled to recover its actual attorneys' fees and court costs incurred in enforcing the indemnification clauses set forth in this Section 13.

G. Survival of Indemnification. The clauses of this Section 13 survive the expiration or earlier termination of this Rental Agreement until all claims against Owner Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitation.

H. Duty to Defend. Customer's duty to defend Owner Parties is separate and independent of Customer's duty to indemnify Owner Parties. The duty to defend includes claims for which Owner Parties may be liable without fault or strictly liable. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Customer Parties have been determined. The duty to defend applies immediately, regardless of whether the Owner Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. It is the express intention of the parties that Owner parties be entitled to obtain summary adjudication or summary judgment regarding Customer's duty to defend Owner Parties at any stage of any claim or suit within the scope of this Section 13.

14. **Owner's Employees:** Should any of Owner's employees perform any work, labor or services for Customer at Customer's request, such persons shall be deemed an agent or employee of Customer concerning all such work, labor or services regardless whether payment for such services is made or not, and Customer agrees to indemnify and hold Owner harmless from any liability in connection with or arising, directly or indirectly, from the provision of any such work, labor or service provided by such persons.
15. **Waiver of Right to Jury Trial:** To the extent now or hereafter permitted by law, Owner and Customer waive their respective rights to trial by jury on any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Rental Agreement, the relationship of Owner and Customer under the terms of this Rental Agreement, or Customer's use or occupancy of the Rental Space, including any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance.

[Owner's initials]

[Customer's initials]

16. Dispute Resolution:

A. Arbitration. Any claim or dispute arising out of or relating to this Rental Agreement or the alleged breach of this Rental Agreement (other than disputes falling within the jurisdiction of the small claims court, or unlawful detainer) will be settled by neutral

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binding arbitration before a single arbitrator to be held in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any Court having jurisdiction over the dispute.

B. Venue. Hearings will be held in El Dorado County, California, or another venue determined by mutual agreement of the parties.

C. Demand for Arbitration. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

D. Evidence Code. The provisions of the California Evidence Code will apply to the arbitration hearing.

- 17. **Nonwaiver:** Failure of either party to enforce any provision of this Rental Agreement shall not be construed as a waiver of that provision or of either party’s right to enforce that provision or any other provision of this Rental Agreement.
- 18. **Time is of the Essence:** Time is of the essence of this Rental Agreement.
- 19. **Entire Agreement:** This Rental Agreement contains the entire agreement between Owner and Customer with respect to the subject matter of this Rental Agreement. Any prior agreements, promises, or negotiations, whether oral or written, that are not expressly set forth in this Rental Agreement are of no force or effect.
- 20. **Modification:** Except as provided in Section 24, below, this Rental Agreement can be modified only by a writing signed by both Owner and Customer. Any purported oral modification of the terms of this Rental Agreement is of no force or effect.
- 21. **Governing Law:** This Rental Agreement is governed by and construed in accordance with the laws of the State of California.
- 22. **Binding Agreement:** This Rental Agreement is binding upon, and shall inure to the benefit of, Owner and Customer and their respective heirs, legal representatives, successors and assigns.
- 23. **Severability:** If any provision or part thereof of this Rental Agreement is deemed to be unenforceable or illegal by an arbitrator or court of competent jurisdiction, such provision or part shall be severed and the remainder of this Rental Agreement or such provision shall continue to be fully valid, binding and enforceable.
- 24. **Owner’s Right To Amend Following Notice:** With the exception of the arbitration provisions, Owner may unilaterally amend any portion of this Rental Agreement including, but not limited to, changing the Rent payable by Customer, by giving Customer thirty (30) days’ advance written notice of the amendment specifying the effective date of the amendment.

DO NOT SIGN THIS RENTAL AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS HEREIN. Customer expressly acknowledges by signing this Rental Agreement that he/she has read, understands and agrees to be bound by all of the terms and conditions of this Rental Agreement.

SIGNATURE OF CUSTOMER:

OWNER: 1776 RV Storage Inc.:

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RULES AND REGULATIONS

[as of February 2, 2025]

Violations of any of the following Rules will be deemed a default under the terms of the Rental Agreement executed by Customer and may result in immediate termination and/or non-renewal of that Rental Agreement.

1. **Trash disposal is not provided on premises.** Each Customer is responsible for the removal and disposal of any trash generated by that person at a facility other than the trash dumpster located at Owner's Facility. A minimum charge of \$25 will apply for the unauthorized use of the trash dumpster.
2. Children's activity must be properly monitored at all times. Dogs or other pets must be kept on leash and be cleaned up after at all times.
3. Customer shall, at all times, refrain from interfering with the quiet enjoyment of Owner's Facility by other persons. Disorderly conduct and profane language, including comments which are sexual in nature, threatening or derogatory based upon any protected status, are expressly prohibited.
4. Customer shall not post any billboards, signs, banners, or advertisement of any other manner without the express written consent of the Owner.
5. Only renters may pick-up or drop-off at the facility. If you rent or loan your property to others, transfer must be off premises.
6. Any and all driving and parking rules are to be obeyed, as well as right-of-way. Customer must not block access to other storage spaces.
7. Owner may exclude from the Rental Space and Owner's Facility:
 - A. Any person who does not have a key or combination to Owner's Facility and is unaccompanied by a person who has such a key or combination.
 - B. Any person who has a key or combination to Owner's Facility but does not know the Customer's name.
 - C. Any person who is damaging the property of others, disturbing the peace, or otherwise violating criminal laws.
8. Vehicles placed in storage are required to have a full tank of gasoline; this will reduce the danger from gasoline fumes.
9. **Customer must notify the Owner in writing prior to vacating the Rental Space.**
10. Access to all Rental Spaces is restricted to the gate hours posted at Owner's Facility.
11. No distribution of materials and/or solicitation of employees or other customers is allowed.
12. Dump station is for 1776 RV Storage customers only!
13. **NO DUMPING OF GREY OR BLACK WATER TANKS AT ANYWHERE EXCEPT IN DUMPSATION!! You are on camera! Violators will be required to pay any and all clean up costs and fines that are associated with their violation of this Rule and are obligated to fully indemnify Owner against any costs, fines, fees, damage, claims or liability resulting, directly or indirectly, from Customer's violation of this Rule.**