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IN THE CIRCUIT COURT OF THE 15th
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.:

DR. DAVID KLEIN and VIVIAN KLEIN

Plaintiffs,

vs.

1-800-PACK-RAT, LLC

Defendant.

PLAINTIFFS' COMPLAINT

Plaintiffs, DR. DAVID KLEIN and VIVIAN KLEIN, by and through undersigned counsel, hereby file this Complaint against defendant, 1-800-PACK-RAT, LLC and allege as follows:

INTRODUCTION

1. This is an action for breach of contract and related violations of Fla. Stat. Section 83.806, conversion, negligence, and violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") pursuant to Fla. Stat. Sections 501.204, 501.2105 and 501.211, stemming from the unconscionable, unlawful and negligent sale of the contents of a storage container owned by the Plaintiffs while in the care and custody of defendant, 1-800-PACK-RAT, LLC ("PACKRAT"). A claim is also being asserted for the damage to the contents of a second storage container due to the negligent and careless acts of PACKRAT.

PARTIES AND VENUE

2. As a result of the aforementioned conduct of PACKRAT, the Plaintiffs have been damaged in excess of \$30,000.00.

3. At all times material hereto, the Plaintiffs, DAVID KLEIN and VIVIAN KLEIN are individuals who resided in Boca Raton, Palm Beach County, Florida.

4. At all times material hereto, the defendant, PACKRAT, was and is a Foreign Limited Liability Company, duly organized under the laws of the State of Delaware and doing business in the State of Florida, with offices located at 1333 North Jog Road, Suite 111, West Palm Beach, Palm Beach County, Florida.

5. At all times material hereto, the defendant, PACKRAT, transacted business in the State of Florida, including Palm Beach County, Florida.

6. At all times material hereto, the defendant, PACKRAT, transacted business with the Plaintiff, DR. DAVID KLEIN, for the storage and care of the Plaintiffs' personal belongings.

7. On or about March 23, 2018 and March 30, 2018, the parties entered into agreements for the rental of storage containers and storage space for said containers, D53253 and D57914, respectively.

8. On or about March 23, 2018, the Plaintiffs personal property was deposited into storage container, D53253, and taken into the care and custody of PACKRAT.

9. On or about March 30, 2019, the Plaintiffs personal property was deposited into storage container, D57914, and taken into the care and custody of PACKRAT

COUNT I
BREACH OF CONTRACT AND VIOLATION OF FLA. STAT. 83-806

10. Plaintiffs adopt and reallege Paragraphs 1 through 9 above as if more fully set forth herein.

11. On or about February 11, 2020, an unexecuted copy of a Rental Agreement (See, *Exhibit A*) was provided by a representative of PACKRAT, purporting to be the operative agreement for the rental and storage of units D53253 and D57914.

12. Paragraph 11 of the aforementioned agreement, entitled "Default; Remedies Upon Default," provides in pertinent part:

"The following events shall be events of default by you under this Agreement: (a) You fail to pay any installment of the rent or other amounts due under this Agreement within the later of the tenth (10th) day after the Due Date or the earliest date permitted by applicable law... If an event of default occurs, we have the right, at our election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies under this Agreement if permitted under applicable law. We may immediately terminate this Agreement by giving notice to you, in which event you shall immediately surrender the Container to us and if you fail to do so, we may, without prejudice to any other remedy which we may have for possession or arrearages in rent, deny you access to the container if located at a Warehouse."

13. Paragraph 12 of the aforementioned agreement, entitled "Our Lien", provides in pertinent part:

"IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, YOU HEREBY GRANT TO US A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER OR AT THE WAREHOUSE, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES OR FEES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT YOU ARE IN DEFAULT OF THIS AGREEMENT (AS DEFINED IN SECTION 11), WE MAY BEGIN THE ENFORCEMENT OF OUR LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER BY YOU, AGAINST ALL PROPERTY OF YOURS STORED IN THE CONTAINER OR AT THE WAREHOUSE *IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOUR PROPERTY IS LOCATED* WHEN WE COMMENCE THE ENFORCEMENT OF OUR LIEN."
(Emphasis added)

14. The Rental Agreement, and more particularly PACKRAT'S rights, duties and obligations with respect to Paragraphs 11 and 12 thereof, are also governed by and subject to Fla. Stat. 83.806, entitled "Enforcement of a Lien."

15. The statutory requirements of Fla. Stat. 83.806 are made part of the Rental Agreement by virtue of including the language, "IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOUR PROPERTY IS LOCATED," in Paragraph 12, thereof.

16. On or about December 4, 2019, a Past Due Notice was issued by PACKRAT to Plaintiff, DR. DAVID KLEIN , with respect to Unit D53253, requesting a past due amount of \$1,230.30 be remitted upon receipt the notice. (See, *Exhibit B*)

17. On or about that same date of December 4, 2019, a similar E-mail was also sent to Plaintiff, DAVID KLEIN, noting that the rental of units D53253 and D57914 were past due in the amount of \$1,230.30. From the inception of the agreement, payments have been automatically debited to a credit card provided by the plaintiffs. However, the December 4 email expressly noted that the credit card which was on file had expired. (See, *Exhibit C*)

18. Both the Past Due Notice and E-mail further specified:

"As provided in your Rental Agreement and pursuant to applicable law, in the event payments are not timely made to us, we have the right to deny you access to the container, assert a lien against your property stored in the container and to eventually sell your contents stored in the container. We, of course, have no desire to take any of these actions."

19. Within days of receipt of the Past Due Notice, Plaintiff, DAVID KLEIN contacted PACKRAT to update his credit card expiration date and make any past due payments.

20. However, upon contacting PACKRAT, Plaintiff, DAVID KLEIN was informed that the contents of his container, Unit D53253, had been sold by PACKRAT.

21. PACKRAT breached the Rental Agreement and violated Fla. Stat. 83.806 by selling the contents of the Plaintiffs' storage container, Unit D53253, in express violation of the terms of Paragraphs 11 and 12 thereof, as governed by Fla. Stat. 83.806.

22. More particularly, PACKRAT breached the Rental Agreement and related mandates of Fla. Stat. 83.806 by:

(a) Failing to give written notice of the sale in the manner prescribed by Fla. Stat. 83.806(2)(a)-(e)

(b) Failing to publish an advertisement of the sale or other disposition of the storage container once a week for 2 consecutive weeks in a newspaper of general circulation in the area where the storage unit was located as required by Fla. Stat. 83.806(4)(a)-(c), inclusive.

(c) Failing to conduct the sale of the storage container in a commercially reasonable manner or otherwise complying with Fla. Stat. 83.806(5)

(d) Failing to allow Plaintiffs to satisfy any purported lien as expressly authorized by Fla. Stat. 83.806(6);

(e) Otherwise failing to abide by any other requirements of Fla. Stat. 83.806; and

(f) Failing to give written notice that it was terminating the Rental Agreement, pursuant to paragraph 11 of its agreement with Plaintiffs.

WHEREFORE, Plaintiffs' demand judgment against the defendant, PACKRAT, for compensatory damages, actual damages, attorneys' fees and costs, along with such other and further relief as this Court deems just and proper.

COUNT II
VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

23. Plaintiffs adopt and reallege Paragraphs 1 through 22 above as if more fully set forth herein.

24. This is a cause of action for damages and attorney's fees under Fla. Stat. Sections 501.211 and 501.2105, Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA")

25. Plaintiffs are consumers as defined under Fla. Stat. Section 501.203, for purposes of a claim under FDUTPA.

26. Defendant, PACKRAT, is engaged in a trade or commerce as those terms are defined under Fla. Stat. Section 501.203, for purposes of a claim under FDUTPA.

27. In addition to those allegations set forth in the sections above, PACKRAT failed to provide an accounting, inventory or record of the sale of the items sold from Plaintiffs storage container, D53253.

28. In addition to those allegations set forth in the sections above, PACKRAT failed to account to the Plaintiffs the proceeds from the sale of items in their storage container, D53253.

29. In addition to those allegations set forth in the sections above, PACKRAT failed to provide the Plaintiffs with the surplus proceeds from the sale of items in their storage container, D53253, in excess of the balance owed to PACKRAT on the date of sale.

30. Defendant, PACKRAT, engaged in certain deceptive, unfair and unconscionable acts as set forth above, including but not limited to: (1) selling the contents of Plaintiffs storage container, D53253, prior to or within mere days of requesting past due payment of rent; (2) selling the contents of Plaintiffs storage container, D53253, prior to or within mere days of requesting past due payment when the reason for the past due payments was simply an expired credit card; (3) selling the contents of Plaintiffs storage container, D53253, in December 2019 when Plaintiffs had been current on their rental payments through November 13, 2019; (4) selling the contents of Plaintiffs storage container, D53253, prior to or within mere days of the past due notice, despite

the fact that said notice stated, in pertinent part, “in the event payments are not timely made to us, we have the right to... *eventually* sell your contents stored in the container. *We, of course, have no desire to take any of these actions.*” (*Emphasis added*); (5) failing to provide an accounting or inventory of the items sold from Plaintiffs storage container, D53253, despite repeated requests for same; (6) failing to keep a record of the sale of the items sold from Plaintiffs’ storage container, D53253; (7) failing to account to the Plaintiffs the proceeds from the sale of items in their storage container, D53253; and (8) failing to provide the Plaintiffs with the surplus proceeds from the sale of items in their storage container, D53253, in excess of the balance owed to PACKRAT on the date of sale.

31. As a result of PACKRAT’S actions, Plaintiffs have been aggrieved and have been deprived of the value and use of said personal property, some of which is invaluable.

32. Plaintiffs are entitled to recover their attorney’s fees and costs from PACKRAT under Fla. Stat. Sections 501.2105 and 501.211.

WHEREFORE, Plaintiffs’ demand judgment against the defendant, PACKRAT, for compensatory damages, actual damages, attorneys’ fees and costs, along with such other and further relief as this Court deems just and proper. Will

COUNT III
CIVIL CONVERSION

33. Plaintiffs adopt and reallege Paragraphs 1 through 32 above as if more fully set forth herein.

34. PACKRAT wrongfully asserted dominion and control over Plaintiffs personal property contained within storage container D53253 by selling that personal property without

notice to Plaintiffs, failing to comply with the applicable mandates of Fla. Stat 83.806, and without obtaining the permission or authority of Plaintiffs prior to said sale.

35. Plaintiffs were the rightful owners of the personal property contained within storage container D53253.

36. PACKRAT knew that Plaintiffs were the rightful owners of the personal property contained within storage container D53253.

37. PACKRAT sold the personal property contained within storage container D53253 without lawful permission or a legal right to sell said property.

38. As a result of PACKRAT'S intentional and unlawful conduct, Plaintiffs have been deprived of the value and use of said personal property, some of which is invaluable.

WHEREFORE, Plaintiffs' demand judgment against the defendant, PACKRAT, for compensatory damages, actual damages, punitive damages, attorneys' fees and costs, along with such other and further relief as this Court deems just and proper.

COUNT IV
NEGLIGENCE WITH RESPECT TO STORAGE CONTAINER D53253

39. Plaintiffs adopt and reallege Paragraphs 1 through 38 above as if more fully set forth herein.

40. At all times relevant, PACKRAT as the party entrusted with the care and custody of the Plaintiffs' personal property contained within storage container D53253, by and through its servants, agents, employees and independent contractors, had a duty to Plaintiffs to exercise reasonable care in its possession, custody, control and disposition of said personal property.

41. At all times relevant, PACKRAT as the party entrusted with the care and custody of the Plaintiffs' personal property contained within storage container D53253, by and through its servants, agents, employees and independent contractors, breached its legal duty of care to the Plaintiffs by (1) selling the Plaintiffs' personal property when it knew, or should have known in the exercise of reasonable care, that the Plaintiffs' account was past due simply because of an expired credit card on file; (2) selling the Plaintiffs' personal property prior to, or within days of, sending out a past due notice wherein PACKRAT claimed in said past due notice the desire to refrain from selling Plaintiffs' property; (3) selling the Plaintiffs' personal property in a manner contrary to PACKRAT's own internal procedures; and (3) selling the Plaintiffs' personal property in violation of the mandates of Fla. Stat. 83.806.

42. But for the negligence and carelessness of PACKRAT, its servants, agents, employees and independent contractors, Plaintiffs' personal property would not have been sold, disposed of and/or converted.

43. As a direct and proximate result of the negligence and carelessness of PACKRAT, its servants, agents, employees and independent contractors, Plaintiffs' personal property was sold and converted, thereby depriving Plaintiffs of the value and use of said personal property, some of which is invaluable.

WHEREFORE, Plaintiffs' demand judgment against the defendant, PACKRAT, for compensatory damages, actual damages, punitive damages, attorneys' fees and costs, along with such other and further relief as this Court deems just and proper.

COUNT V
NEGLIGENCE WITH RESPECT TO STORAGE CONTAINER D57914

44. Plaintiffs adopt and reallege Paragraphs 1 through 43 above as if more fully set forth herein.

45. In addition to those allegations set forth in the sections above, PACKRAT, delivered back to Plaintiffs storage unit, D57914 and the contents therein, in a damaged condition, in that the metal of the storage unit was punctured through and several items of Plaintiff's personal property contained therein damaged and/or destroyed.

46. At all times relevant, PACKRAT as the party entrusted with the care and custody of the Plaintiffs' personal property contained within storage container D57914, by and through its servants, agents, employees and independent contractors, had a duty to Plaintiffs to exercise reasonable care in its possession, custody, control and disposition of said personal property.

47. At all times relevant, PACKRAT as the party entrusted with the care and custody of the Plaintiffs' personal property contained within storage unit D57914, by and through its servants, agents, employees and independent contractors, breached its legal duty of care to the Plaintiffs by failing to maintain, handle, care for, control and/or possess storage unit D57914 and the contents therein, in a reasonable manner.

48. But for the negligence and carelessness of PACKRAT, its servants, agents, employees and independent contractors, Plaintiffs personal property would not have been damaged and/or destroyed.

49. As a direct and proximate result of the negligence and carelessness of PACKRAT, its servants, agents, employees and independent contractors, Plaintiffs' personal property was damaged and/or destroyed.

WHEREFORE, Plaintiffs' demand judgment against the defendant, PACKRAT, for compensatory damages, actual damages, punitive damages, attorneys' fees and costs, along with such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, DR. DAVID KLEIN and VIVIAN KLEIN, hereby demand a trial by jury on all issues so triable.

DATED 28th day of July, 2021.

Respectfully submitted,

KLEIN PARK & LOWE PL

Attorney for Plaintiffs

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By: s/ Robert M. Klein

ROBERT M. KLEIN

Fla. Bar No: 230022

JOSHUA TALCOVITZ

Fla. Bar No: 1027907

Container Number _____

Write In Container Number _____



CUSTOMER PROTECTION / DUTY TO INSURE ADDENDUM TO RENTAL AGREEMENT INTER-MARKET MOVES

This Addendum to the Rental Agreement by and between 1-800-Pack-Rat (also referred to as 'we' or 'our'), and the Tenant (also referred to as 'you') establishes and clarifies the contractual liabilities of each party regarding: 1) damage to Tenant's property ('Contents') while in our possession, care, custody or control, and 2) damage to the Container when it is not in our possession. Capitalized terms not otherwise defined herein shall have those meanings set forth in the Rental Agreement.

You are provided with \$10,000 of Contents Protection (Silver Coverage) and Container Damage Waiver (Basic Coverage) for the first thirty (30) days of your Rental Agreement. By selecting and initialing below, you agree: (i) to either accept \$10,000 in Contents Protection coverage or elect a different coverage amount and premium; and (ii) to either continue Contents Protection (Silver Coverage) and Container Damage Waiver (Basic Coverage) for the term of the Rental Agreement or have this coverage end after thirty (30) days.

Contents Protection (Silver Coverage)

By initialing one of the two lines below

, Tenant agrees with us as to our respective duties, obligations and liabilities with respect to preservation and protection of the Contents in our possession, care, custody and control and damages arising from certain events:

_____ 1-800-Pack-Rat is released from any obligation to: preserve and protect, or be liable for damage to the Contents in its possession or care, custody and control, regardless of fault, or to purchase insurance protecting the Contents from such damage. Tenant shall be solely responsible for all damage to the Contents while stored in a Container, in transit, when in the care, custody or control of 1-800-Pack-Rat, or otherwise for obtaining insurance from an insurance company or agent of Tenant's choosing to protect against such loss.

_____ 1-800-Pack-Rat shall be responsible, as limited herein, for: preserving and protecting specified Contents in its possession or care, custody and control; loss arising from certain covered events; and, obtaining insurance protecting Tenant's Contents from such loss. In consideration for 1-800-Pack-Rat assuming responsibility for damage and purchasing insurance to protect the Contents from such damage, the monthly fee for the use of the Container and the services being rendered shall reflect the additional cost to Tenant. Tenant understands that this Addendum is not an insurance policy or document and that Tenant may purchase insurance from an insurance company or agent of their choice at any time. Tenant further understands that the purchase of Contents Protection is not required to rent the Container and that Contents Protection may duplicate the coverage that Tenant has through an insurance policy.

Contents Protection (Silver Coverage) (Includes Basic Coverage)		Description of Goods (Example: Household Goods)
<input type="checkbox"/> Accept coverage for term of Rental Agreement	Coverage: Cost:	
	___ \$10,000 1st month included; \$44.99 each additional month	
	___ \$15,000 \$15 additional for 1st month; \$54.99 each additional month	
Initial	___ \$25,000 \$35 additional for 1st month; \$74.99 each additional month	
	___ \$50,000 \$75 additional for 1st month; \$114.99 each additional month	
<input type="checkbox"/> Allow coverage to terminate after 30 days	___ \$75,000 \$100 additional for 1st month; \$139.99 each additional month	
Initial		

Container Damage Waiver (Basic Coverage)

Under the Rental Agreement, while the Container is in your possession, you accept responsibility for damage to the Container and the cost of repairing it regardless of your fault or negligence, or the fault or negligence of any other person, or acts of God. If you elect Container Damage Waiver (Basic Coverage), we waive your responsibility for all of the cost of damage to the Container regardless of fault or possession subject to the actions that invalidate this waiver listed in the Rental Agreement. Note: Container Damage Waiver (Basic Coverage) does not provide any protection for the Contents of the Container.

Please read this entire Addendum carefully as we will not be responsible for damage to certain types of property nor for damage resulting from specified events. Liability shall not exceed the replacement cost of the Contents as defined herein. Non-payment of fees will result in the immediate termination of this Addendum and negate any obligation or liability we assume under this Addendum.

1. Representations, Warranties and Duty to Insure: As limited herein, we assume responsibility for protecting and preserving all Contents other than specific excluded property ('Covered Property') in our possession or care, custody or control from covered causes of loss and shall be liable for loss to Covered Property in excess of a \$2,500 deductible for damage caused by Named Storms (as assigned by the World Meteorological Organization) and \$100 for all other covered causes of loss. We assume responsibility for purchasing such insurance as we deem necessary to insure or financially back these obligations. We shall only be responsible for damages occurring during such period(s) for which you have paid us all required rental, transport, storage and/or service fees due.

2. Coverage Period: Coverage commences upon execution of this Addendum and continues until the earlier of: (i) the expiration or termination of the Rental Agreement, (ii) the date that the Container is returned to us, (iii) non-payment of any fees due to us, or (iv) the termination of this Addendum.

3. Coverage Territory: We only cover losses occurring in the United States of America, its territories, possessions and Canada. Coverage extends while the Container is on your departure or arrival destinations, in the course of transit, or warehoused at our facility(ies).

4. Property Not Covered: Notwithstanding any other provision in this Addendum to the contrary, we do not assume any liability for loss or damage to the following types of personal property: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious medals and pawner; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones; firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by Tenant or for which Tenant is not legally or contractually responsible, computer software or programs, media or computer data contained on hard disks or drives.

5. Covered Cause Of Damage: We will only pay for loss to Covered Property resulting from: Fire Or Lightning; Windstorm or Hail but not loss caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the Container causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; Explosion; Riot or Civil Commotion; Aircraft or Vehicles; Smoke; Vandalism and Malicious Mischief; Weight of Ice, Snow or Sleet; Accidental Discharge or Overflow of Water or Steam from plumbing, heating, air conditioning or automatic fire protective sprinkler system; Falling objects, but only if the roof or an outside wall of the Container is first damaged by the falling object; Burglary with evidence of forcible break in and entry; Collapse of the Container or of a building onto the Container but only if the collapse was caused by a covered cause of loss; Federally Certified Acts of Terrorism (but not to include acts of chemical, biological and nuclear terrorism); Collision, upset or overturn while the Covered Property is in transit to or from our facility or to the Tenant's designated location or at the Tenant's origination or destination location; and, any negligent acts by us or our representatives in the handling of the Container.

6. Exclusions: We do not assume liability for damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any sequence to loss: (i) Ordinance or law regulating demolition, clean up or removal of pollutants; (ii) Earth movement, meaning: earthquake, land shock, waves or tremors; volcanic eruption; landslide, mudslide and mudflow including earth shrinking, rising or shifting; or earth sinking, sinkhole collapse, subsidence, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction,

expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface; (iii) Water damage (other than as may be provided in Section 5 above), meaning: flood, surface water, waves, tidal water, overflow of a body of water, or their spray, all whether driven by wind or not; or mudslide or mudflow; water or water-borne material which backs up from a sewer or drain or which overflows or is discharged from a sump, sump pump or related equipment; or water or water-borne material under the ground surface, including water which exerts pressure on, flows, seeps or leaks through a foundation, wall, floor, ceiling, porch, sidewalk, driveway, swimming pool, paved surface, basement, door, window or other opening; (iv) War, civil war, insurrection, military action, discharge of any biological or chemical agent or a nuclear weapon, nuclear reaction, radiation, or radioactive contamination; (v) Intentional acts by or at Tenant's direction with the intent to cause loss or damage; even if the person committing the act is insane, intoxicated or otherwise impaired; (vi) Destruction, confiscation or seizure of property by order of any governmental or public authority; (vii) Presence, growth, proliferation or spread of mold, fungus, wet rot, mildew, bacteria, rust, corrosion, dampness, dryness, contamination, spoilage, decay (unless as a direct ensuing result of a covered loss set forth in Section 5 above) or any expense for testing, monitoring, abatement, mitigation, removal, remediation, restoration, neutralization, detoxification or disposal of such; (viii) Wear and tear, marring and scratching, deterioration, hidden or latent defect; nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; (ix) Chemical, biological and nuclear terrorism and acts other than Federally Certified Acts of Terrorism; (x) loss occurring prior to or after the term of this Addendum; (xi) loss occurring prior to or after termination of the Rental Agreement; or (xii) **damage caused by improper packing, normal shifting or intentional acts.**

7. Duties In The Event Of Loss: You must see that the following are done in the event of loss or damage to Covered Property: (i) Notify the police if a law may have been broken; (ii) Give us prompt notice of the loss or damage including a description of the Covered Property involved; (iii) As soon as possible, give us a description of how, when and where the loss or damage occurred; (iv) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase our liability. However, we will not be responsible for any subsequent loss or damage resulting from a cause of loss that is not a covered cause of loss. Also, if feasible, set the damaged property aside and in the best possible order for examination; (v) You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent; (vi) As often as may be reasonably required, permit us or our agents to inspect the property proving the loss or damage and examine your books and records. Also, permit us or our agent to take samples of damaged and undamaged property for inspection, testing and analysis, and to make copies from your books and records; (vii) We or our agents may examine you under oath, while not in the presence of any other Tenant and at such times as may be reasonably required, about any matter relating to the claimed loss, including your books and records. In the event of an examination, your answers must be signed; (viii) Send a signed, sworn proof of loss containing the information requested to settle the claim. You must do this within 60 days after such request. We or our agents will supply you with the necessary forms; (ix) Immediately send copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; and, (x) Cooperate in the investigation or settlement of the claim.

8. Settlement Options: Our liability shall not exceed the lesser of the following amounts after deduction of any amounts paid by a third party, and less the applicable deductible: (i) the replacement cost; (ii) your interest in the Covered Property; (iii) your coverage amount; or (iv) \$75,000 per Container. The deductible per loss is: \$100 except \$2,500 for Named Storms (i.e. name or number assigned by the World Meteorological Organization). If your coverage amount is less than ninety percent (90%) of the replacement cost, all loss settlement payments shall be reduced proportionately based upon the relationship that your coverage amount bears to ninety percent (90%) of the replacement cost. If property is recovered for which we or our agents have made payment, we are to be notified of such recovery. At our option, we may retain such property but there shall be no abandonment of property to us. If there is damage to Covered Property caused by more than one loss, each loss shall be adjusted separately, and the applicable deductible amount shall be applied separately to each loss. At our option, we may pay the loss in money, or may repair or replace the damaged or stolen Covered Property. In the event of a total loss, we may require assignment of title, or may require that you retain title to the damaged Covered Property and deduct the agreed or appraised salvage value from any claim payment. In case of loss or damage to any part of a pair or set we may: repair or replace any part to restore the pair or set to its value before the loss or damage; or pay the difference between the value of the pair or set before and after the loss or damage. In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part. 'Replacement Cost' means the cost of reasonably restoring that property to its condition immediately before loss or damage or the cost of replacing that property with substantially identical property.

9. Loss Payment: We or our agent will give written notice to you of our evaluation of damages and liability within 30 days after receipt the sworn proof of loss. We will not be liable for more than each party's financial interest in the Covered Property. Payment shall be made to you as loss payee unless the Covered Property is identified as owned by others. We or our agents will adjust losses with owners of lost or damaged property if other than you. If payment is made to owners, such payment will satisfy all claims against us or our agents for owners' property. Owners will not be paid more than their financial interest in the Covered Property. We or our agents may elect to defend you against suits arising from claims of owners of property at our expense. Payment for covered loss or damage shall be within 30 days after receipt of the sworn proof of loss if there has been compliance with all the terms of this Addendum and the parties have reached agreement on the amount of the loss, or an appraisal award has been made. We will not be liable for any part of a loss that has been paid or made good by others. Either party may request in writing an independent appraisal of the amount of loss in accordance with the terms established by us or our agents.

10. Recovered Property: If any property is recovered after loss settlement, that party must give the other prompt notice. At your option, property will be returned to you. You must then return to us the amount paid for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits herein.

11. Right To Recover From Others: If any person or organization to or for whom we make payment has rights to recover damages from another, those rights are transferred to us to the extent of any payment. That person or organization must do everything necessary to secure such rights and must do nothing after loss to impair them. We shall not exercise right of recovery against you or your insurers.

12. Concealment, Misrepresentation or Fraud: We are relieved from all responsibility and liability in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning any claim or your interest in the Covered Property.

13. Term; Termination. This Addendum shall continue on a month-to-month basis until terminated. If the rates paid by us for our insurance policy that insures our obligations increase, the monthly fees will be adjusted by us effective the month following written notice to you specifying such increase, which notice shall be given not less than 30 days or one calendar month prior to the first day of the month for which the increase will be effective. Any such increase will not otherwise affect the terms of this Addendum, all of which will remain in full force and effect. With advance written notice, you may reassume liability for damage to your Contents at any time by termination of this Addendum. Your non-payment of any shipping, storage, Container or service fees shall be considered a contractual breach immediately negating our responsibility and liability for damage to Contents or the Container. We shall have the right to terminate this Addendum at any time, in our sole discretion, upon providing you no less than 30 days advance written notice. Termination of this Addendum shall not terminate the Rental Agreement.

14. Other Terms. The terms and conditions of the Delivery Ticket and the Rental Agreement are incorporated into and form a part of this Addendum.


15. Our Obligations Insured: This document is not an insurance policy. Our responsibilities and liability are fully insured by an Inland Marine Transit, Cargo, Warehouse and Personal Property Floater Insurance. Under this Addendum, we are not soliciting or selling insurance to you. We and you are agreeing that we shall buy insurance protecting the interests and liabilities of both us and you. You shall be Loss Payee for all claims and an Additional Insured under the policy only where required by law.

16. To Report Damages: To report damages, call the toll free number: 1-800-PACK-RAT. A representative will be available to assist you between the hours of 8:00 am and 5:00 pm Eastern time. Otherwise, you will have the option of leaving a detailed message to which you can anticipate a response within 24 hours on business days.

IN WITNESS WHEREOF, Tenant has read and understood this Addendum and acknowledges receipt of a complete copy of this Addendum. This Addendum is attached to and becomes part of the Rental Agreement with the Tenant and is not valid or enforceable unless signed by the Tenant. Tenant agrees to be bound by all of the provisions of this Addendum.

TENANT : Customer signature :
Customer name (Printed) :

Date :

1-800-PACK-RAT  **Shell**
Moving & Storage Made Simple
1-800-Pack-Rat (FL-Pompano-6156)
11640 Northpark Dr. Ste 200
Wake Forest, NC 27587

Past Due Notice

David Klein
840 SW 18th St
Boca Raton FL 33486

Unit # D53253

Notice Date December 4, 2019
Job Name/#
Amount Due \$ 1,230.30
Payment Enclosed \$ _____
Ready to start paying by credit card?
Card # _____
Exp ___/___ (mm/dd) CVV2# ___ (on back of card)

Check if you wish to make only
a one time credit card payment.

Signature _____

Detach and return upper section with your payment. Please indicate any billing address changes above.

Past Due Notice

Tenant David Klein
Company
Address 840 SW 18th St
City, State, Zip Boca Raton FL 33486

Date of Notice December 4, 2019
Unit Number D53253

Dear Tenant:

Our records indicate that your account is past due in the amount set forth above. If you have not already given this matter your attention, please remit this amount upon receipt of this letter to:

1-800-Pack-Rat (FL-Pompano-6156)
11640 Northpark Dr. Ste 200
Wake Forest, NC 27587

You may also fax your credit card payment to: 877-200-9750

As provided in your Rental Agreement and pursuant to applicable law, in the event that payments are not timely made to us, we have the right to deny you access to the container, assert a lien against your property stored in the container and to eventually sell your contents stored in the container. We, of course, have no desire to take any of these actions.

If the credit card that we have on file for you is no longer valid, please contact us to provide your new credit card information.

If you have already made payment of the above amount, thank you, and please disregard this letter.

Please contact us at 877-774-1537 if you have any questions. Thank you for your attention.

Sincerely,

1-800-Pack-Rat (FL-Pompano-6156)

EXHIBIT "B"

David M Klein

From: 1-800-Pack-Rat (FL-Pompano-6156) <centraladmin@1800packrat.com>
Sent: ~~Wednesday, December 4, 2019 2:34 PM~~
To: david@dmklein.com
Subject: 1-800-Pack-Rat (FL-Pompano-6156) - CREDIT CARD DECLINE NOTICE

Flag Status: Flagged

Handwritten notes: Pack Rat, 11640 Northpark Dr. Suite 200, Wake Forest NC 27587, 12/11

Dear David Klein,

We are attempting to contact you today regarding the rental of unit(s) D57914, D53253 which now has a past due balance of \$1,230.30.

Our records indicate that your account is past due as a result of the credit card on file being expired or declining. Please remit your new credit card information upon receipt of this email to avoid additional late fees to and termination of your rental agreement. If you have recently scheduled transportation of your container, it will not be completed until this past due balance has been resolved.

Please contact us Monday – Friday between the hours of 8:00am and 5:00pm at 877-774-1537 to make payment or payment arrangements. You may also fax your credit card payment to 877-200-9750 or send via email to centraladmin@1800packrat.com

As provided in your rental agreement and pursuant to applicable law, in the event that payments are not timely made to us, we have the right to deny you access to the container, assert a lien against your property stored in the container and to eventually sell your contents stored in the container. We, of course, have no desire to take any of these actions.

Best regards,

Billing Department
1-800-PACK-RAT and Zippy Shell
11640 Northpark Dr. Ste 200
Wake Forest, NC 27587
P: 877-774-1537
centraladmin@1800packrat.com
www.1800packrat.com
www.zippyshell.com

***** Please note that this is an automated email. If you have recently made payment or payment arrangements you can disregard this notice. Do not reply to this email as it may go unanswered. Please direct any questions or concerns to 877-774-1537 or centraladmin@1800packrat.com *****

Confidentiality Notice: This electronic mail transmission is the confidential property of 1-800-PACK-RAT, LLC and is intended only for the review of the party to whom it is addressed. If you have received this transmission