



## FRANCHISE APPLICATION

Thank you for your interest in the ZipCubes® Franchise System. If you are comfortable with the overall franchise opportunity, including the estimated initial investment, we invite you to complete the below franchise application.

This application in no way guarantees you a ZipCubes® Franchise. This application will evaluate your financial qualifications in order to further pursue a franchise. Your application includes a Confidentiality Agreement; please read and sign it as well. Mail all documents to ZipCubes Partners Inc., 1700 Montgomery Street, Suite 420, San Francisco, CA 94111.

### APPLICATION STATUS

Check the box that applies to your application status:

Individual       Joint with spouse / domestic partner       As a business entity

Joint with partner other than spouse / domestic partner

(Please have each partner, owner, or business entity owner associated with the purchase of the franchise complete a separate application.)

### PERSONAL INFORMATION

First:	Middle:	Last:
Address:		
City:	State:	Country:      ZIP Code:
Own      Rent <i>(Please circle)</i>	Length of time at current address:	
Home Phone:	Email:	
Fax:	Birth Date:	SSN:
# of Dependents:	Driver's License #:	
How did you learn of our company?		Highest level of education obtained:

### PROFESSIONAL & FINANCIAL BACKGROUND

Current Occupation:	Length of Employment:	Self Employed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Company Name:	Business Phone Number:	
Address:		
City:	State:	Country:      ZIP Code:
Give a brief review of the last 5 year of employment:		
Annual Salary:	May we contact you at work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you worked in the storage and/or moving industry? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, what storage and/or moving company?		
Spouse / Domestic Partner Annual Salary:	Other Income:	Total Household Income:
Total Assets:	Total Liabilities	Net Worth:
Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever had anything repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No

### PERSONAL REFERENCES

Name:	Phone:
Name:	Phone:



<b>FRANCHISE APPLICATION</b>					
<b>PROFESSIONAL REFERENCES</b>					
Name:		Phone:			
Name:		Phone:			
<b>FINANCIAL REFERENCES</b>					
Company:		Name / Title:	Phone:		
Company:		Name / Title:	Phone:		
<b>GEOGRAPHICAL TRADE AREA(S) OF INTEREST</b>					
City:	State:	County:	Country:		
City:	State:	County:	Country:		
City:	State:	County:	Country:		
City:	State:	County:	Country:		
<p><i>Do you have a proposed location of the franchise? If so, please submit the following along with this application:</i></p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> <li>1. Name of property owner.</li> <li>2. Complete address.</li> <li>3. Lease terms (if leased).</li> <li>4. Size and layout of site.</li> <li>5. Square footage available for the Zip Cubes business a. inside b. outside.</li> <li>6. Details ground preparation.</li> <li>7. Road access.</li> </ol> </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> <li>8. Proximity to major highways.</li> <li>9. Population within a 60 miles radius of the facility.</li> <li>10. Type of structure.</li> <li>11. Available height for stacking of cubes.</li> <li>12. Area and city maps with the location highlighted.</li> <li>13. Digital pictures of the facility, inside, outside, front, back and both sides.</li> <li>14. Aerial picture of the facility (Google).</li> </ol> </td> </tr> </table>				<ol style="list-style-type: none"> <li>1. Name of property owner.</li> <li>2. Complete address.</li> <li>3. Lease terms (if leased).</li> <li>4. Size and layout of site.</li> <li>5. Square footage available for the Zip Cubes business a. inside b. outside.</li> <li>6. Details ground preparation.</li> <li>7. Road access.</li> </ol>	<ol style="list-style-type: none"> <li>8. Proximity to major highways.</li> <li>9. Population within a 60 miles radius of the facility.</li> <li>10. Type of structure.</li> <li>11. Available height for stacking of cubes.</li> <li>12. Area and city maps with the location highlighted.</li> <li>13. Digital pictures of the facility, inside, outside, front, back and both sides.</li> <li>14. Aerial picture of the facility (Google).</li> </ol>
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<b>LEGAL</b>					
Have you ever owned a business? If yes, please describe:					
Have you ever been granted a franchise? If yes, please describe:					
Have you ever been convicted of a felony? If yes, please describe:					
<b>PERSONAL CREDIT INFORMATION</b>					
Bank/Financial Institution:		Contact Name:			
Address:					
City:	State:	Country:	ZIP Code:		
Checking Account #:		Savings Account #:			
<b>BUSINESS CREDIT INFORMATION</b>					
Bank/Financial Institution:		Contact Name:			
Address:					
City:	State:	Country:	ZIP Code:		
Checking Account #:		Savings Account #:			
<b>BUSINESS ENTITY INFORMATION</b>					
Please indicate one of the following: <input type="checkbox"/> Existing entity <input type="checkbox"/> New entity to be formed		If this is an existing business, will the business be guarantying the debt to ZipCubes in addition to personal guarantees? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please indicate one of the following: <input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited partnership <input type="checkbox"/> Limited liability company <input type="checkbox"/> Corporation <input type="checkbox"/> Other					
Name of Business:		Federal ID #:			
Amount of Initial Working Capital:		Source: <input type="checkbox"/> Personal <input type="checkbox"/> Existing business assets			
State or Country of Formation:		Date of Legal Existence:			
Primary Business Performed by Entity:					



**FRANCHISE APPLICATION**

NAME OF OWNER(S), PARTNERS(S) OR MEMBER(S)	PERCENTAGE OF OWNERSHIP

CREDIT LINES	CONTACT / TITLE / PHONE NUMBER	AMOUNT
Bank / Finance Company		
Bank / Finance Company		
Bank / Finance Company		
Bank / Finance Company		
Leasing Company		

**DOCUMENTS REQUIRED WITH APPLICATION**

Please include following items with application:

1. Copy of driver's license from all owners and stockholders.
2. Copy of personal financial statements that shows your net worth and ability to fund a new ZipCubes Franchise. This should include a copy of savings, checking and investment account statements and/or tax returns for business entity.
3. Signed Confidentiality Agreement.

**SIGNATURES**

By signing below, I warrant that all the information submitted in connection with this Application, including any financial statements attached to this application, is true and accurate as of the date below; and I agree to notify ZipCubes Partners Inc. of any material change in my personal, business or financial status while this Application is pending. I understand that this Application does not constitute an offer by ZipCubes Partners Inc. to sell a franchise and that this information is being provided to ZipCubes Partners Inc. solely for the purpose of evaluating my personal, professional and financial qualifications. I consent to and acknowledge that in addition to any information provided by me, ZipCubes Partners Inc. may obtain, verify, and exchange with third parties background information relating to my personal and business records, including but not limited to my credit, tax, litigation, property, corporate, criminal and driving records and FICO score. I consent to and acknowledge that the information provided with this Application may be used to qualify me for any lease or finance programs made available through ZipCubes Partners Inc. or it's affiliates.

Signature of Applicant:	Date:
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Print Name:	
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## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made and effective as of \_\_\_\_\_, 200\_\_\_\_, by and between ZipCubes Partners Inc. ("ZipCubes") and \_\_\_\_\_ ("Recipient").

1. Confidential Information. ZipCubes and Recipient are considering doing business together. The Recipient has asked ZipCubes for information in connection therewith. ZipCubes is willing to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient, but only on certain conditions specified in this Agreement. "Confidential Information" is all information or data, regardless of form or media, that is disclosed to Recipient by or on behalf of ZipCubes, whether before or after the date of this Agreement, as well as all information and data generated by Recipient or its representatives that contains, reflects or is derived from the furnished information or data, including, without limitation, technical or non-technical information, patents, copyrights, trade secrets, proprietary information, methods, ideas, concepts, designs, inventions, know-how, processes, computer or software programs, software source documents, source codes, object codes, schematics, formulae related to the current, future and proposed products and services of ZipCubes, research, experimental work, development, design details and specifications, samples, models, engineering data, financial records, accounting records, financial statements, forecasts, projections, budgets, plans (whether business, strategic, marketing or other), client or customer lists, prospective client or customer lists, sales data, sales analysis, equipment and other assets, prices, cost or profit figures, sources of supplies, pricing methods, personnel, marketing research, and business relationships, in each case whether or not marked "Confidential" or "Proprietary". Nothing herein shall require ZipCubes to disclose any of its Confidential Information.

2. Recipient's Obligations. Recipient agrees that all Confidential Information is to be considered confidential and proprietary to ZipCubes, and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for purposes of its business with ZipCubes, and will not disclose such Confidential Information to any third person, other than to its officers, directors, employees or agents who need to know such information for purposes of Recipient's business with ZipCubes and who have agreed to be bound by the provisions of this Agreement. Recipient shall be responsible for any violation of this Agreement by any officer, director, employee or agent of Recipient. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from ZipCubes to any other party whatsoever except with the specific prior written authorization of ZipCubes.

Confidential Information furnished in a tangible form shall not be duplicated by Recipient for any purposes except as authorized by this Agreement. Recipient agrees that the Confidential Information is and will remain the property of ZipCubes. Recipient agrees to return to ZipCubes, within five (5) days of ZipCubes' request, Confidential Information, and all copies thereof, in any tangible form or media (including, without limitation, any reports, memoranda or other materials prepared by or at the discretion of Recipient). Furthermore, Recipient agrees, that at ZipCubes request, Recipient will destroy any Confidential Information and provide ZipCubes with a written certificate signed by a duly authorized officer of Recipient certifying as to such destruction.

3. Term. Except as provided in Sections 4 or 5, the obligations of Recipient herein will remain in effect so long as recipient has any Confidential Information. Recipient's obligations hereunder shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between ZipCubes and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under applicable law.

4. Other Information. The obligations of this Agreement with respect to any portion of the Confidential Information shall terminate when Recipient can document that such portion of the Confidential Information: (a) was or is publicly available through no fault of Recipient; (b) was in Recipient's possession free of any obligation of confidence at the time it was communicated to Recipient by ZipCubes; (c) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was communicated to Recipient by ZipCubes; or (d) was developed by Recipient independently and without any reference to any information communicated to Recipient by ZipCubes; provided, in each case, that Recipient's obligations with regard to such Confidential Information shall not expire until thirty (30) days after written notice to ZipCubes of the asserted grounds for the expiration of Recipient's obligations with regard to such information.

5. Certain Disclosures. The obligations of this Agreement with respect to any portion of the Confidential Information shall terminate when Recipient can document that such portion of the Confidential Information was communicated in response to a valid subpoena or order by a court or by a governmental body; provided that Recipient complies with the provisions of this Section. In the event that Recipient, or anyone to whom it supplies the Confidential Information, receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, Recipient agrees (a) to notify ZipCubes immediately of the existence, terms, and circumstances surrounding such request, and to not disclose or produce Confidential Information any earlier than legally required to do so, in order to afford ZipCubes the opportunity to object thereto or seek a protective order, (b) to consult with ZipCubes on the advisability of taking legal available steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required to prevent ZipCubes from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the opinion of counsel to ZipCubes, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

6. No License. Nothing contained herein shall be construed as granting or conferring in Recipient any rights by license or otherwise in the Confidential Information.

7. No Publicity. Recipient agrees that it will not, without the prior written consent of Zipcubes, disclose its participation in this undertaking, the existence or terms and conditions of this Agreement, or the fact that discussions are being held with ZipCubes.

8. Governing Law and Equitable Relief. This Agreement shall be governed by and construed in conformity with the laws of the State of California without regard to conflict of law principles. The parties agree that the breach of this Agreement will result in irreparable harm to

ZipCubes, and that no monetary award can fully compensate ZipCubes if Recipient violates it. Recipient agrees that in the event of any breach or threatened breach by Recipient, ZipCubes may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect ZipCubes against any such breach or threatened breach. Such injunctive relief may be obtained without bond, but upon due notice, in addition to such other and further remedies or relief as may be available to ZipCubes at equity or law. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach.

9. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and representations among the parties with respect to the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

10. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties hereto.

11. Severability. The provisions of this Agreement are severable and shall be construed as a separate promise independent of any other provisions of this Agreement. If a court should rule that any portion of this Agreement is invalid or unenforceable, the court's ruling shall not affect the validity and enforceability of other provisions of this Agreement.

12. Extension of Time. The time period during which Recipient is obligated under this Agreement will be automatically extended by any length of time during which it or any of its affiliates, successors or assigns is in breach of this Agreement. This Agreement will continue through the duration of the extended periods of time.

13. Notice. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or by recognized overnight delivery services.

14. No Implied Waiver. Any failure to enforce any provision of this Agreement at any time shall not preclude a party from enforcing that provision or any other provision at any later time.

15. Rights Cumulative. No right or remedy available to any party is exclusive or any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

16. Headings. The headings used in this Agreement are for convenience only and shall not be used to construe meaning or intent.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Please return this Agreement to ZipCubes Partners Inc.

RECIPIENT:

By: \_\_\_\_\_

ZIPCUBES PARTNERS INC.

Accepted and agreed to as of this date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_