

STORAGE RENTAL AGREEMENT

OCCUPANT:

Name:

E-mail:

Primary Phone:

Secondary Phone:

Mailing Address:

OWNER:

Name:

Email:

Primary Phone:

Secondary Phone:

Mailing Address:

RENT MUST BE RECEIVED BY THE 1ST DAY OF THE RENEWAL DATE OF EACH MONTH. IF PAYMENT IS NOT RECEIVED, GATE ACCESS WILL BE DENIED. RENT RECEIVED AFTER THE 7TH OF THE MONTH IS SUBJECT TO A \$15.00 LATE FEE. IF PAYMENT AND LATE FEE ARE SIXTY (60) DAYS LATE, STORED PROPERTY IS SUBJECT TO LIEN SALE PURSUANT TO **(STATE)** LAW. SPACES ARE FOR SINGLE ITEM ONLY, DESCRIBED HEREIN. IF MORE THAN ONE ITEM IS PLACED IN DESIGNATED SPACE IT IS SUBJECT TO ADDITIONAL RENTAL FEES AND MAY NEED TO BE RELOCATED. DO NOT SHARE YOUR GATE CODE. DAMAGE OR THEFT RESULTING FROM SHARED GATE CODES WILL BE THE SOLE RESPONSIBILITY OF THE SIGNED OCCUPANT BELOW.

This STORAGE RENTAL AGREEMENT ("Agreement") is made and entered into as of the effective date below by and between _____ ("Owner") and _____ ("Occupant"), whose addresses are set forth above, for the purposes of renting storage space for the recreational vehicle described above. Owner and Occupant may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Occupant desires to obtain a license from Owner to use the Space located at _____ ("Premises"), pursuant to the terms and conditions herein; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the use of the Space to Occupant, as articulated herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1. RENT, FEES, & CHARGES:

(a) Rent for the storage space of approximate size described above ("Space") is due at the Rental Rate described above ("Rent"), and is payable in advance upon the payment date laid out by _____ (Payment Method). The aforementioned description of the Space is for identification purposes only. There shall be no adjustment in the Rent payable hereunder and the Agreement shall remain in full force and effect if the Space actually contains more or less square feet than set forth herein. The Space is to be used by Occupant solely for storage.

Owner may change the Rent, at any time, upon 30 days written notice to the Occupant at the physical and/or email address(es) provided above, in advance of the effective date for the new rental rate, which date will always be the first day of a calendar month.

(b) FAILURE TO TIMELY PAY: In the event that Rent is not paid within 7 days after the due date, Occupant agrees to also pay the Late Fee of ____\$_____. In the event any payment from Occupant to Owner is returned by Occupant's bank for any reason, Occupant agrees to also pay the Returned Check Fee or dispute credit card fees in the amount of ____\$_____, to Owner. Any fee payable hereunder shall be considered additional Rent.

2. NOTICE OF LIEN:

Pursuant to **(STATE)** law, Occupant's Stored Property is subject to a claim of lien. The Property, and all personal property stored pursuant to this Agreement, may be sold or otherwise disposed of if the Occupant fails to fully pay Rent and any other charges for a period of sixty (60) consecutive days. The lien attaches as of the date the Stored Property is brought to the Premises for storage and shall continue until any default is cured or a sale is held. The lien shall be upon the Stored Property and all personal property stored under this Agreement, for all amounts due hereunder, including, but not limited to: (i) Rent; (ii) Late Fee(s); (iii) Returned Check Charge(s); (iv) other charges, present or future, in relation to the Property and for expenses necessary for its preservation; and (v) expenses incurred in the sale or other disposition of the Property, including attorneys' fees and costs.

3. TERM:

The term of this Agreement shall commence on the date it is executed by Occupant, and shall continue from the first day of the month immediately following on a month-to-month basis, unless otherwise terminated pursuant to the terms of this Agreement.

4. LICENSE ONLY:

This Agreement is solely a license and does not grant or convey to Occupant any interest in or to the Premises. Neither this Agreement nor any memorandum hereof may be recorded in the real property records of the county in which the Premises is located.

5. DEFAULT:

The following shall constitute an "Event of Default" by Occupant: (i) failure to timely pay Rent; (ii) failure to pay any Rent and applicable Late Fee(s); (iii) failure to timely pay any amounts due hereunder; (iv) a violation of the uses of the Space and/or Premises as described herein; (v) a violation of any of the terms or provisions of this Agreement. Upon the occurrence of an Event of Default by Occupant, Owner may, in its sole discretion, terminate this Agreement in accordance with the termination procedure set forth below and invoice Occupant for all Rent and other amounts due as provided herein, such amounts to be immediately due and payable in full to Owner. All amounts due by Occupant upon an Event of Default may accrue interest at the rate of seven percent (7%) per annum.

6. USE AND OCCUPANCY, USES STRICTLY PROHIBITED :

(A) Use of the Space is limited to the storage of the Stored Property only. Occupant may use the Space to park Occupant's personal vehicle on a temporary basis while the Stored Property is in use off of the Premises by Occupant; however, such use of the Space is at the Occupant's sole risk and Owner shall have no liability for any damage to said personal vehicle or the contents thereof. Occupant shall provide Owner with true and correct information of all registration or identification certificates pertaining to the Stored Property upon execution of this Agreement. Occupant agrees not to store any items of unique or sentimental value with or within the Stored Property and further waives and holds Owner harmless for any claims for emotional or sentimental value of such property. Occupant is strictly prohibited from storing, using, or bringing materials on or unto the Premises which are classified as hazardous or toxic under any law or regulation, and from engaging in any activity on the Premises which produces, or may produce such materials. Occupant shall not possess or bring onto the Premises any illegal drugs, drug paraphernalia, firearms or other weapons, contraband or stolen property. Occupant's obligations of indemnity as set for elsewhere in this Agreement specifically include any costs, expenses, fines or penalties imposed against Owner, or which may be imposed against Owner in any portion, or arising out of storage or presence, or alleged storage or presence of any materials in violation of this paragraph by Occupant, or Occupant's agents, guests, or invitees. Foodstuffs, trash, garbage, or discarded materials are not allowed in or near the Stored Property or otherwise on the Premises.

(B) OTHER REQUIREMENTS: (1) Any holding tanks or other sewage or waste product containers on board the Stored Property shall be empty at all times; (2) there shall be no overnight occupancy of the Stored Property, the Space or the Premises or any other residential use whatsoever; (3) there shall be no repair, maintenance, or any other work performed on the Stored Property while it is located on the Premises; (4) under no circumstances shall the Stored Property be rendered incapable of removal from the Premises under its own power, or otherwise disabled or rendered incapable of removal from the Premises by ordinary means. Occupant must keep the Stored Property in good working condition, repairing any broken windows, flat tires or other unsightly or major damage immediately, and in no event later than three (3) days after receiving written notice from Owner of any issue with condition of the Stored Property.

(C) Animals, Lessee shall keep no domestic or other animals on or about the leased premises.

7. ACCESS; DENIAL OF ACCESS:

In Owner's sole discretion, Occupant's access to the Premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the Premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the Premises. Occupant further acknowledges that when Rent and other charges, of any nature, are past due, Owner may deny Occupant access to the Premises and the Space until Rent and other charges in arrears, if any, are paid in full. Owner shall have the right in its sole discretion, from time to time, to establish or change hours of operation, or to make or amend rules and regulations for safety, care and cleanliness of the Premises, or preservation of good order. All rules and any changes to any rule are effective immediately upon posting on the website of Owner and/or on the Premises. Occupant agrees to follow all of Owner's rules in effect with regard to the Premises, or that may be put into effect from time to time.

8. CONDITION OF SPACE:

Occupant accepts the Space as being suitable for the storage of Occupant's Stored Property in all respects. Occupant shall immediately notify Owner of any defect in, or problem with the condition of, the Space. Occupant shall keep the Premises in good condition and will pay directly or reimburse Owner for repairs which become necessary due to the negligence or misuse of the Space during the Term set forth herein or while the Space is under the Occupant's control.

9. INSPECTION:

Owner may notify Occupant whenever Owner believes that any hazardous conditions or nuisance has been created, or is occurring in or from the Stored Property, or in any situation constituting an emergency, or for inspections by governmental authorities. In the event Owner notifies or any inspection discloses any condition in violation of any portion of this Agreement or any applicable law, Occupant shall be responsible to remedy the condition within twenty-four (24) hours of Owner providing notice. In the alternative, Owner may immediately take action to remedy such condition, without notice to Occupant, and at Occupant's sole expense.

10. MOVE-OUT:

An Occupant can schedule a move-out by giving appropriate notice, as defined above, to the landlord in writing.

11. TERMINATION:

In addition to termination as provided by the law, or by other provisions of this Agreement, Occupant's right to use the Space may be terminated by either Owner or Occupant by the giving of written notice to the other at least ten (10) days in advance of the effective date of such termination, which date must be the last day of a calendar month. Occupant shall not leave any property on the Premises or the Space upon termination of this

Agreement. Any such property left behind by Occupant for a period of five (5) days after termination of this Agreement shall be conclusively presumed and deemed to have been abandoned by Occupant, and may be disposed of in any manner Owner deems fit, at Occupant's sole expense. In the event of a termination of this Agreement, all rights and obligations of the Parties shall terminate unless otherwise provided herein, and neither Party shall have any further obligation or liability hereunder to the other Party, except as provided herein or for those liabilities incurred prior to, or upon, termination, and any other rights, obligations, or liabilities that, by their nature, are intended to survive termination of this Agreement.

12. CHANGES TO AGREEMENT:

Any of the terms and conditions of this Agreement may be changed by written notice given to Occupant by Owner at least ten (10) days in advance of the effective date of any such change, which date must be the first day of a calendar month.

13. ASSIGNMENT:

Occupant shall not sublet or assign the specific Space, nor store any vehicle or other property on the Space other than the Stored Property described above (with one exception being their own personal vehicle temporarily parked in their space while stored property is in use by occupant as described), nor store any property owned by others without written consent of the Owner, which consent may be withheld in Owner's sole and unlimited discretion. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to their respective successors and assigns. Neither this Agreement, nor any of the rights or obligations of the Parties hereunder shall be transferred or assigned by Occupant without the prior written consent of Owner. All towable items including but not excluded to trailers, boats, haulers may be moved by the owner at the owner's discretion.

14. INDEMNITY:

Occupant hereby agrees to release, indemnify, hold harmless, and defend Owner, its successors and assigns, and any employees, contractors, managers, members, officers or agents of Owner, from all claims, demands, liability, actions or causes of action (including attorneys' fees and all costs) that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use or occupancy of the Premises or Space, including, without limitation, claims based upon the active negligence of Owner, or Owner's agents or employees, damages due to the negligence of Occupant, or any environmental damages to the Premises. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Occupant's Stored Property or on the Space. The provisions of this paragraph shall expressly survive termination of this Agreement.

15. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:

Owner, Owner's members, managers, agents, representatives, employees, affiliates, or their successors or assigns, shall not be liable to Occupant for any damages to, or loss of, the Stored Property or any property

while located on the Premises, the Space, or inside the Stored Property, from any cause whatsoever, including but not limited to, burglary, fire, water damage, weather damage (including, but not limited to hail, sun, wind or any other weather), mysterious disappearance, rodents, or insects, acts of God, or the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees, including negligent disposal of Occupant's Stored Property under a good faith, but mistaken, claim of lien or belief of abandonment by Occupant. In no event shall Owner, or Owner's members, managers, agents, representatives, employees, affiliates, or their successors or assigns be liable for damages to the Stored Property caused by or attributable to other occupants.

16. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:

Owner and Owner's agents shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the Premises, Space or Stored Property, or arising out of Occupant's use of the Premises or Space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions or negligence of Owner, or Owner's agents or employees.

17. INSURANCE OBLIGATION:

Occupant, at Occupant's expense, shall at all times during the duration of this Agreement maintain a policy of fire, extended coverage endorsement, burglary and vandalism insurance for the actual cash value of the Stored Property, and any property within it, as well as a current policy of vehicle liability insurance as required by the **(State)** law. Insurance on Occupant's Stored Property is a mandatory condition of this Agreement, and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement, and Occupant assumes all risk of loss to the Stored Property or property within it that would be covered by such insurance. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to and shall not acquire any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss or damage to the Stored Property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's Stored Property, other property or contents of the Stored Property.

18. SECURITY OF STORED PROPERTY:

Occupant agrees to be solely responsible for securing access to the Stored Property by means which Occupant, in Occupant's sole discretion, deems adequate secure access to the Stored Property. In the event the Stored Property becomes insecure for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Stored Property, with or without notice to the Occupant, in Owner's sole discretion. The fact that Owner may take or has taken measures to re-secure access to Occupant's Stored Property shall not alter the limitations on Owner's liability set forth elsewhere in this Agreement, nor shall such measures be deemed a conversion of Occupant's Stored Property. Occupant shall also be solely responsible for any access to the Stored Property by others, by use of any Occupant's keys, or other ordinary means of authorization. This responsibility of Occupant applies to any person holding ignition keys or other ordinary means of effectuating the removal of the Stored Property from the Space.

Under no circumstances shall Owner be responsible for any claim relating to the operation or removal of the Stored Property from its Space by any person or entity shown as an additional owner or a lienholder on the documents of registration or title to the Stored Property. Occupant hereby irrevocably appoints all such other owners or lienholders as may appear on the documents of registration or title as Occupant's agents for all purposes in connection with the operation or removal of the Stored Property on or off the Premises.

19. SECURITY OF THE PREMISES:

For the convenience and benefit of the Occupant, the Owner may from time to time provide some security measures which may include video monitoring, fencing, and/or secured access to the Premises. The Owner shall not be required to maintain the operation of any of these conveniences or security measures, all of which are expressly not material to this Agreement, nor to the Occupant's ongoing obligation to pay Rent. Occupant hereby waives and indemnifies Owner, in addition to any other indemnification provisions contained herein, from any claims or responsibility for any failure, removal or deactivation of any such security measure, whether or not such security measure was represented, advertised or promoted to the Occupant or any other party either prior to, at a time of or subsequent to the date of this Agreement.

20a. NOTICES, CHANGES OF ADDRESS

Online Customers: In the event of any change of any address given by the Occupant to Owner for any purpose under this Agreement that can not be changed online, Occupant shall immediately give Owner written notice thereof in accordance with the requirements of this paragraph. All notices required to be given in writing by this or kept up-to-date in occupants online account Agreement, or by law, shall be given by first class mail, postage prepaid, to the addresses of the Parties set forth herein, or changed by written notice, given in the same manner. All notices given in such manner shall be deemed given on the date deposited in the United States Mail, first class postage pre-paid, and properly addressed. No notice of any change of any new address shall be effective unless given in accordance with this paragraph.

21. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between Owner and Occupant with respect to the transaction contemplated herein and shall replace and supersede any and all previous oral and written negotiations or understandings. Occupant agrees that he/she is not relying, and will not rely upon any oral representation whether made prior to, or after, the execution of this Agreement by owner, or any of Owner's agents or employees purporting to modify or add to this Agreement in any manner whatsoever.

22. APPLICABLE LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of **(YOUR STATE)** , excluding the rules on conflicts of law.

23. JURISDICTION AND VENUE:

The Parties hereby submit to the jurisdiction of any state or federal court sitting in the County of **(YOUR COUNTY)**, State of **(YOUR STATE)**, in any action or proceeding arising out of or relating to this Agreement. The terms of this provision shall survive termination of this Agreement.

24. WAIVER OF JURY TRIAL:

OWNER AND OCCUPANT WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS COMPLAINT, IN ANY ACTION BROUGHT BY EITHER OWNER OR AGAINST OCCUPANT, OR OCCUPANT AGAINST OWNER, OR OWNER'S AGENTS, OR EMPLOYEES, ON ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, OR WITH OCCUPANT'S USE OF THE SPACE OR PREMISES, WHETHER FOR ANY CLAIM OF BODILY INJURY OR PROPERTY LOSS DAMAGE, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION. THIS JURY TRIAL WAIVER IS ALSO MADE BY OCCUPANT ON BEHALF OF ANY OF OCCUPANT'S AGENTS, GUESTS, OR INVITEES.

25. SUCCESSION:

All provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the Parties hereto.

26. INTERPRETATION AND SEVERABILITY:

Should this Agreement require judicial interpretation, it is agreed that the court interpreting the same shall not apply a presumption that its terms will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the same, it being agreed that the Parties have had an opportunity to participate jointly and fully in the preparation of this Agreement. In the event that any condition or covenant contained in this Agreement is either deemed to be invalid or void by any court of competent jurisdiction or cannot be performed, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such a condition, covenant, or other provision shall be deemed invalid due to scope or breadth, then such provision shall be valid to the extent and scope permitted by law.

27. WAIVER OF BREACH:

Any failure or delay on the part of Owner to exercise any remedy or right under this Agreement shall not operate as a waiver. The failure of Owner to require performance of any of the terms, covenants or provisions of this Agreement by Occupant shall not constitute a waiver of any of Owner's rights hereunder. No forbearance by Owner to exercise any rights or privileges under this Agreement shall be construed as a waiver, and all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the Owner. Any such written waiver shall be effective only in that specific instance and for the specific purpose given.

28. COUNTERPARTS:

This Agreement may be executed in counterparts, and as so executed, shall constitute one agreement binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

29. HEADINGS:

The section headings utilized herein are for convenience only and shall not control or affect the meaning, construction, scope or intent of any provision of this Agreement.

30. RECITALS:

All recitals and exhibits, if any, referenced in this Agreement are incorporated herein by this reference.

31. WARRANTY OF INFORMATION:

Occupant hereby warrants that any and all information provided herein is true and accurate and further agrees that any information, in the sole discretion of the Owner, that reasonably evidences otherwise, shall constitute a breach of this Agreement.

WHEREFORE, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective as of the date written below.

Lessee Signature: _____ **Date:** _____

Lessor Signature: _____ **Date:** _____

Insurance Consent Contract

Insurance Agreement

I certify that I do currently and will maintain vehicle or the appropriate insurance for all items kept on the premises of _____(Address)_____ during my rental term.

Primary Vehicle or Item: _____

Insurance Provider: _____

Policy Number: _____

Name of Policy Owner: _____

Secondary Vehicle or Item: _____

Insurance Provider: _____

Policy Number: _____

Name of Policy Owner: _____

Indemnification:

I agree to indemnify the owners and business tenants, and third-party management companies. from all damages that may occur that are not directly caused by the property owners and third-party management.

In the event of an accident to my personal property we will work with insurance and the correct party to resolve the conflict. If you have a dispute with one or more Members or tenants, you release us (property owners, Business Tenants, and any third -party management.) from claims, demands, and

damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

If you do not have liability insurance and/or the limits of liability of the insurance coverage available to you are not sufficient to cover claims by others against you, property owners or business tenants, and any third-party management., you will indemnify the property owner, Business Tenants, and any third-party management for any and all payments resulting from a claim.

Loss of Insurance:

In the event of a loss of insurance. Third-party management and the host of the property at _____(Address)_____ may give me a 30 day notice to vacate. The third-party management and property owner(s) may then schedule the removal of your items and you indemnify any third-party management, the property owner, and business tenant for any and all fines and damages resulting from the removal of your items from the premise at _____(Address)_____

Lessee Signature

Date

Audit Trail