# AAA Storage of Highland 27171 E. 5<sup>th</sup> Street Highland, CA 92346

Office: (909) 862-8362 / Fax (909) 863-7725

### **Rules and Regulations**

All rents are due and payable on or before the day of each month.  Minimum rental period is one month. Rents are <u>not</u> refundable.  A late charge will apply if rent is not received within ten (10) days of due date.  Tenant to provide own locak and key (lock to be placed in the right hole of hasp.)  Perishable, flammable, toxic waste, hazardous or explosive goods are not allowed in	
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Perishable, flammable, toxic waste, hazardous or explosive goods are not allowed in	
Perishable, flammable, toxic waste, hazardous or explosive goods are not allowed in storage (no food, ammunition or firearms.)	
No smoking in or around unit – all pets must remain in vehicle at all times – please	
observe 5 M.P.H. speed limit.	
Please observe gate and office hours	
Gate: 7:00 a.m. to 6:00 p.m. daily	
Office: 8:00 a.m. to 5:00 p.m. 7 days per week	
Please dispose of your trash in the dumpster (if it is full do not use.) You can get rodents, ants, roaches, and spider in your unit. We would advise you to put some type of pesticide inside your unit so your personal items won't get ruined.	
All cash payments must be made in person.	
You must notify the Manager when vacating a unit.	
You must leave a unit clean, leaving no trash in a unit. There will be a \$25.00 charge if the Management needs to clean your unit.	
Insurance on contents is your responsibility. The Landlord provides no insurance.	
I and agree to abide by the foregoing rules and regulations and acknowledge receipt of his notice.	

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#### **Addendum to Lease or Rental Agreement**

#### **Insurance Options**

#### **Tenants Store Property at Their Risk**

I understand this self-storage facility and/or its management:

- 1. Is a landlord renting space, is not a warehouseman, and does not take custody of my property;
- 2. Is not responsible for loss or damage to my property;
- 3. Does not provide insurance on my property for me; and
- 4. Requires that I provide my own insurance coverage or be "self-insured" (personally assume risk of loss or damage.)

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#### **Choice of Insurance Options**

As initialed below, I agree to obtain insurance coverage on property in my storage space for its actual cash value or be "self-insured" (personally assume risk of loss or damage.)

Please initial one:	
	Obtain insurance from my own insurance agent
	Be "self-insured"

Tenant:	Date:	Unit #	

Work Phone:

#### AAA STORAGE OF HIGHLAND RENTAL AGREEMENT CONTRACT

THIS AGREEMENT is entered into on	, Between <b>AAA Stroage of Highland</b>
(Enter Date)	
hereinafter called the "Owner," and	hereinafter singularly or collectively
(Prix	nt Name)
called "Occupant."	
OCCUPANT INFORMATION	OWNER INFORMATION
Name:	AAA Storage of Highland
Street Address:	27171 East 5 <sup>th</sup> Street
	Highland, CA 92346
Home Phone No.:	Office: 909-862-8362
Cell Phone No.:	Fax: 909-863-7725
Employer:	Website: www.aaastorageca.com
1 4	
Employer Address:	
EM TAIL	DENITAL DATEC
E-Mail Address	<u>RENTAL RATES</u>

#### ALTERNATE PERSON AND ADDRESS

Social Security No.:



Driver's License No.:

## SERVICE CHARGES Administrative Fee

One Month \$

One Year \$

\$ 5.00

Six Months \$

Please provide the name and address of another person to whom a Preliminary lien notice and subsequent notices may be sent: Bad Check Fee \$25.00 Late Charge (< \$60 rent) Name: \$10.00 Address: (> \$60 < \$100 rent) \$15.00 (> \$100 rent) \$20.00 Certified Letter Fee Phone No.: \$ 5.00 Cell No.: Lien Sale Advertisement Fee \$45.00 Not Leaving Unit Clean \$15.00 Inventory for Lien Sale If no alternate information given, Occupant sign here \$25.00

(Sign here if no alternate information given.)



THESE FACILITES ARE OPERATED IN ACCORDANCE WITH THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT

IMPORTANT NOTICE: THE OCCUPANT'S PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY BE SOLD IF RENT OR OTHER HARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS (Per Chapter 10 of Ca. Business and Professions Code)

1.	PREMISES: 0	Owner hereby leases to Occupa	ant, and Occupant rents from Owner on	the terms and
	conditions here	ein set forth, SPACE #	at the above described self-storage fa	cility, herein called
	"the premises."	" The premises shall be used s	solely for the purpose of storage pursuan	nt to the terms and
	conditions of t	his agreement and for no other	purposes whatsoever (See paragraphs	9, 10, 11 and 12
	below.) Occup	pant has examined the Facility	and the common areas and agrees that	the Facility and the
	common areas	are satisfactory for all purpose	es for which Occupant shall use same.	Occupant shall have
	access to the F	facility during such hours and d	lays as are regularly posted; which hou	rs and day sare
	subject to char	nge without notice.		-
	J	_		
DDI	T: //		1 V/INT//	

FOR RVs: License #	and VIN#
Lienholder	

- 2. TERM: The term of the agreement shall commence on the date se forth avove and continue on a month to month basis until terminated by the Occupant, who has given at lease 7 days advance notice of the vacating date. Owner may terminate the agreement with or without cause at any time by giving Occupant written notice thereof at lease 7 days prior to the termination date. Upon termination of the Agreement, Occupant shall remove all Occupant's personal property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Occupant on the commencement date of this Agreement, reasonable wear and tear excepted.
- 3. RENT: Occupant agrees to pay to Owner as rental for the premises the sum of money set forth in the rent schedule above, provided however, that all rental rates shall be subject to change upon 30 days written notice to Occupant, and at the expiration of such 30-day period, the new rental rate shall thereupon be effective as if set for th in this agreement. **ALL RENT is payable in advance.** The minimum rental term is one month. Rental payment sare not refundable irrespective of non-use by Occupant of the Space during the rental term.
- 4. ADMINISTRATIVE FEE: Occupant shall pay the sum of Five Dollars (\$5.00) as a non-refundable processing fee to compensative Owner for administrative costs.

(Reverse Page)

5. PROPERTY LIENHOLDER: Occupant acknowledges of agrees that Occupant's property will be subject to a claim of lien by the Owner and may be sold to satisfy the lien if the rent and/or other charges due remain unpaid for fourteen (14) consecutive days and that such action is authorized by the Act. The Occupant also acknowledges that following property, on which there is a lienholder or secured party, will be stored on these premises.

**DESCRIPTION** 

LIENHOLDER OR SECURED PARTY

**ADDRESS** 

6. STATEMENTS/NOTICES/PERFORMANCE FEES: It is understood and agreed that Owner does not send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. There will be a service charge for each dishonored check and/or for each rent payment which is paid ten (10) days or more after the date it is due and/or for each certified Lien Sale Notice issued and/or for the advertisement of any rental unit coming up for Lien Sale Auction to defray clerical and administrative expenses which ordinarily result from such delinquencies. The amount of such service charge is posted in the rent schedule above.

#### Page 5 of 6

- 7. ACCEPTANCE OF PREMISES: Occupant acknowledges that Occupant has thoroughly examined the premises and by taking possession hereunder, Occupant acknowledges that the premises are in good and sanitary order, condition and repair and hereby waives any claim or right on account of the condition thereof. Occupant further acknowledges that neither Owner nor Owner's agents have made any representation or warranty as to the suitability of the premises for its intended use by Occupant.
- 8. NOTICES: The address given herein by the Occupant shall remain the address for the mailing of all notices until Occupant notifies Owner of any change. All notices required to be given Occupant hereunder or in any legal action are to be sent to Occupant's address as given herein. The first class mailing of any notice by the Owner to the Occupant shall be considered as fulfilling any obligation of the Owner to notify or communicate with the Occupant. In the event Occupant shall give Owner written notice of any such change within ten days of the change.
- 9. NO BAILMETN CREATED: This agreement does not create a bailment, but is an agreement concerning the use and occupancy of a self-service storage facility only. Occupant agrees that this agreement is governed by the provisions of the "California Self-Service Storage Facility Act" contained in the California Buseinss and Professions Cod, Sections 21700-21718. A full copy of the Act is on file in Owner's office, or you may obtain a copy from any public library or attorney's office.
- 10. NON-LIABILITY OF OWNER; INSURANCE OBLIGATION OF OCCUPANTY: This agreement is made on the express condition that Owner is to be free from all liability and claim for damages by reason of injury or damage of any kind to any person, or property of any kind whatsoever and to whomever belonging, from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term of this agreement, except injuries caused by an affirmative act of Owner or Owner's agent and Occupant hereby agrees to hold Owner harmless from any liability, loss, cost or obligation arising out of any such injuries or losses however occurring; and Occupant agrees that Owner's liability for damage occasioned by it or its agent shall be limited to the sum of \$1,000.00. OCCUPANT AGREES TO MAINTAIN OR SECURE FIRE, EXTENDED COVERSAGE AND COMPREHENSIVE LIAVILITY INSURANCE COVERING THE FULL INSURABEL VALUE OF GOODS OR OPRPERTY STORED ON THE PREMISES. CUSTOMER STORAGE INSURANCE IS AVAILABLE FOR OPTIONAL PURCHASE BY OCCUPNT. BROCHURE AVAILABLE IN RENTAL OFFICE. TO THE EXTENT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT SHALL BE DEEMED TO HAVE "SELF-INSURED" AND OCCUPANTY SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE.

# BY PLACING HIS/HER <u>INITIALS</u> HERE \_\_\_\_\_, OCCUPANT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT INSURANCE COVERAGE IS OCCUPANT'S SOLE RESPONSIBILITY.

- 11. COMPLIANCE WITH LAW: The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. Occupant shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department, or other governmental agency or in violation of any other legal requirement. Occupant shall be liable for any loss, costs, expenses and damages resulting from violations of this paragraph.
- 12. USE AND ALTERATIONS: The premises shall be used for the purpose of storage of merchandise, household goods, furniture, materials, supplies, equipment, boats, campers and automobiles, and for no other purpose. The premises shall not be used for residential purposes or for the storage of any animal. Throughout the term of this agreement. Occupant shall take good care of the premises, and shall not drill into, disfigure, or deface any part of the buildings or grounds. Occupants shall repair any damages resulting from the misuse or neglect of the Occupant. In lieu of such repairs by Occupant, Owner may perform such repairs and charge cost of repairs to Occupant. Occupant acknowledges and agrees that

#### Page 6 of 6

the facility is not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as certificates, personal records, writings, works of art, objects which are claimed to have special or emotional value to Occupant and records or receipt of relating to the stored goods.

- 13. ACCEPTANCE OF PARTIAL PAYMENT OF RENT: In the event of a default by the Occupant, Occupant agrees that after the issuing of a preliminary lien notice, any partial payment tendered by Occupant and accepted by Owner, shall not constitute a waiver of the preliminary lien notice or the notice of termination nor shall it reinstate the terms and provisions of the Rental Agreement.
- 14. SEVERABILITY: In the event that any of the provisions or portions thereof of this Agreement are held to be unenforceable, invalid, void or illegal, by any court, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
- 15. ASSIGNMENT: Occupant shall not assign or sublease the premises or any portion thereof. Any attempt to assign or sublease shall be void. Owner may assign this Agreement to a successor in interest without the consent of Occupant.
- 16. SUCCESSION: All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- 17. ENTIRE AGREEMENT: This agreement shall constitute the parties' entire agreement with respect to the subject matter hereof and shall supersede any other prior ro contemporaneous agreements and understandings. There are no representations, warranties, or agreement sby or between the parties which are not fully set forth herein and no representative of Owner is authorized to make any representations, warranties or agreement other than as expressly set forth herein. This Agreement may not be amended unless in writing signed by the parties.

EACH PARTY HERETO ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL THE TERMS AND PROVISIONS HEREOF, INCLUDING THE TERMS AND PROVISIONS ON THE REVERSE SIDE WHICH ARE INCORPORATED HEREIN BY REFERENCE AND ARE FULLY APART OF THIS AGREEMENT. RENTAL AGREEMENTS PRINTED FROM THE OWNER'S WEBSITE DO NOT HAVE A REVERSE SIDE, RATHER THE AGREEMENT IS IN MULTIPLE PAGES FOR EASE OF PRINTING. THE WEBSITE RENTAL AGREEMENT IS COMPRISED OF 17 PARAGRAPHS. "TAGS" WERE ADDED TO THE WEBSITE RENTAL AGREEMENT IN ORDER TO SIMPLIFY AREAS OF THE LEASE WHERE OCCUPANT NEEDS TO FILL-IN INFORMATION, SIGN OR INITIAL. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL FACILITY OFFICE. OCCUPANT FURTHER ACKNOWLEDGES HAVING RECEIVED A COPY OF THIS AGREEMENT AND A COPY OF THE RULES AND REGULATIONS OF THIS FACILITY. CUSTOMER MUST NOTIFY MANAGER WHEN VACATIN AND IS REQUIRED TO REMOVE LOCK OR RENT WILL CONTINUE.

