

**AAA STORAGE OF HIGHLAND
RENTAL AGREEMENT CONTRACT**

THIS AGREEMENT is entered into on _____, between AAA Storage of Highland. hereinafter called the "Owner," and _____, hereinafter singularly or collectively called "Occupant."
PRINT NAME

OCCUPANT INFORMATION

Name: _____
Street Address: _____

Home Phone No: _____
Employer: _____
Employer Address: _____

Work Phone No: _____
Driver's License No: _____
Social Security No: _____

ALTERNATE PERSON AND ADDRESS

Please provide the name and address of another person to whom a preliminary lien notice and subsequent notices may be sent:

Name: _____
Address: _____

Phone No: _____

If no alternate information given, Occupant sign here:

OWNER INFORMATION

**AAA Storage of Highland
27171 East 5th Street
Highland, CA 92346
909 862-8362**

RENTAL RATES

One Month	\$ _____
Six Months	\$ _____
One Year	\$ _____

SERVICE CHARGES

Bad Check Fee	\$ 25.00
Late Charge	
(< \$60 rent)	\$ 10.00
(> \$60 < \$100 rent)	\$ 15.00
(> \$100 rent)	\$ 20.00
Certified Letter Fee	\$ 10.00
Lien Sale Advertisement Fee	\$ 45.00
Not Leaving Unit Clean	\$ 75.00
Inventory for Lien Sale	\$ 25.00

**THESE FACILITIES 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 CHARGES DUE
REMAIN UNPAID FOR 14 CONSECUTIVE DAYS
(Per Chapter 10 of Ca. Business and Professions Code)**

- PREMISES:** Owner hereby leases to Occupant, and Occupant rents from Owner on the terms and conditions herein set forth, **SPACE #** _____ at the above described self-storage facility, herein called "the premises." The premises shall be used solely for the purpose of storage pursuant to the terms and conditions of this agreement and for no other purposes whatsoever (See paragraphs 9, 10, 11, and 12 below). Occupant has examined the Facility and the common areas and agrees that the Facility and the common areas are satisfactory for all purposes for which Occupant shall use same. Occupant shall have access to the Facility during such hours and days as are regularly posted; which hours and days are subject to change without notice.
FOR RVs: License # _____ VIN # _____ Lienholder _____
- TERM:** The term of the agreement shall commence on the date set forth above and continue on a month to month basis until terminated by the Occupant, who has given at least **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 least 7 days prior to the termination date. Upon termination of this 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.
- 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 forth in this agreement. **ALL RENT is payable in advance.** The minimum rental term is one month. Rental payments are not refundable irrespective of the non-use by Occupant of the Space during the rental term.

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 A PART OF THIS AGREEMENT. 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 VACATING AND IS REQUIRED TO REMOVE LOCK OR RENT WILL CONTINUE.**

OCCUPANT SIGNATURE

OWNER AGENT SIGNATURE

5. **PROPERTY LIENHOLDER:** Occupant acknowledges and 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 the following property, on which there is a lienholder or secured party, will be stored on these premises.
- | DESCRIPTION | LIENHOLDER or SECURED PARTY | ADDRESS |
|-------------|-----------------------------|---------|
| <hr/> | | |
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.
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 change Occupant's place of residence or place of business from the place set forth herein, Occupant shall give Owner written notice of any such change within ten days of the change.
9. **NO BAILMENT 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 Business and Professions Code, 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 OCCUPANT:** 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 COVERAGE AND COMPREHENSIVE LIABILITY INSURANCE COVERING THE FULL INSURABLE VALUE OF GOODS OR PROPERTY STORED ON THE PREMISES. CUSTOMER STORAGE INSURANCE IS AVAILABLE FOR OPTIONAL PURCHASE BY OCCUPANT. BROCHURE AVAILABLE IN RENTAL OFFICE. TO THE EXTENT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT SHALL BE DEEMED TO HAVE "SELF-INSURED" AND OCCUPANT SHALL BEAR THE ENTIRE RISK OF LOSS OR DAMAGE. BY PLACING HIS/HER INITIALS 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 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 receipts 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 or contemporaneous agreements and understandings. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Agreement may not be amended unless in writing signed by the parties.