

NOVATO MINI STORAGE

21 Commercial Blvd., Suite 2

Novato, CA 94949

Phone: (415) 883-1196 Fax: (415) 382-0254

Email: info@novatoministorage.com

**RENTAL AGREEMENT
(Month-to-Month Occupancy)**

Gate Code _____

Transaction

Date: _____

Monthly Rent: \$ _____
Rent Paid To: _____Unit #: _____
Approx. Size: _____
Rent Paid: \$ _____
Deposit Paid: \$ _____
Admin. Fee: \$ _____
Other: \$ _____
Total Received: \$ _____**OCCUPANT INFORMATION**

Name: _____

Mailing Address: _____

Other Address: _____

Residence Phone: _____

Business Phone: _____

Driver's License: _____

Email Address: _____

By placing initials here, X _____X, Occupant acknowledges review and verification of the Occupant and Alternate information.

ALTERNATE: PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM A PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT.

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

THIS LEASE is executed the date set forth above by and between Paul F. Schmitt ("Owner"), an individual doing business as Novato Mini Storage, and "Occupant" whose addresses are set forth above, and as evidenced by their signatures below, for the purpose of leasing or renting certain space described above and with the express understanding and agreement that no bailment or deposit of goods for safe-keeping is intended or created hereunder.

Occupant hereby rents from Owner those certain premises described above located at 21 Commercial Blvd., Novato, California, hereinafter referred to as "premises" or "space" on the following terms and conditions.

- TERM:** The term of this tenancy shall commence as of the transaction date set forth above and shall continue until the same day of the month immediately following, and thereafter on a month to month basis. **The minimum term shall be one month.**
- RENT:** Rent per month is the sum set forth above, payable in advance and without demand each month upon the anniversary date of this Agreement to Owner or to Owner's designated agent. In the event of late payments, or in the event of a dishonored bank check from Occupant to Owner, because actual damages for said late payments and dishonored bank checks are extremely difficult to ascertain, Occupant agrees to pay, as liquidated damages, Ten Dollars (\$10.00) for rent payments not received within Ten (10) days from and including your due date and Fifteen Dollars (\$15.00) plus actual bank charges for said dishonored bank check as additional rent. Owner reserves the right to refuse payment by check. The monthly rental rate may be changed at any time by Owner giving written notice to Occupant at the address(es) provided above, seven (7) days before the expiration date of any month of this tenancy. If Occupant has made advance rental payments, the new rate will be charged against such payments. **There shall be no refund of rents paid for the month in which the Agreement is terminated.**
- LIEN ENFORCEMENT CHARGES:** In the event that Owner proceeds with lien enforcement on Occupant's stored property, because actual damages for such lien enforcement are difficult to ascertain, Occupant agrees to pay, as liquidated damages, and as additional rent, Twenty-five Dollars (\$25.00) plus actual costs for each lien or preliminary lien notice against Occupant. In the event Occupant fails to clear the lien on the stored property in the manner and within the time limits allowed by Chapter 10, commencing with Section 21700, of the California Business and Professions Code and Occupant's unit reaches auction status, Occupant agrees to pay a standardized charge of One-Hundred Dollars (\$100.00) to cover the costs of inventory, advertising and auctioning the liened goods.
- PERMITTED AND PROHIBITED USE OF SPACE:** Occupant agrees to use space only for the storage of property wholly owned by Occupant. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody nor control over Occupant's stored property. Occupant specifically agrees that, with the exception of property prohibited by this Agreement, Owner is not concerned with the kind, quality or value of the property stored. Occupant agrees not to store property with a total value in excess of \$5,000 and that in any event, the total value of Occupant's property shall be deemed not to exceed \$5,000. The provisions of this paragraph do not alter the releases of Owner's liability set forth in Paragraph 6, nor constitute any admission that Occupant's stored property has any value whatsoever. Occupant shall not store any motor vehicle in space without the prior written consent of Owner. Occupant shall not conduct any activity in or around or store any property in the space which would result in violation of any ordinance, statute or regulation of any governmental agency having jurisdiction, or permit such actions to occur. Occupant is strictly prohibited from storing or using materials on the premises which are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity on-site which produces such materials. Occupant's obligations of indemnity as set forth in Paragraph 8 herein specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. The rented space shall not be used for operation for any business, for manufacturing or production or for human or animal occupancy. Pets shall not be brought on the premises or the surrounding property. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the space. **BY PLACING HIS INITIALS HERE, X _____X, OCCUPANT ACKNOWLEDGES THAT HE HAS READ, AND UNDERSTANDS AND AGREES TO THE TERMS OF PARAGRAPH 4.**
- INSURANCE:** OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY. OCCUPANT ACKNOWLEDGES THAT INSURANCE IS AVAILABLE FROM INDEPENDENT INSURANCE COMPANIES TO PROTECT OCCUPANT IN THE EVENT OF THEFT, DAMAGE OR DESTRUCTION OF HIS STORED PROPERTY. OCCUPANT, AT OCCUPANT'S EXPENSE, SHALL MAINTAIN A POLICY OF FIRE, EXTENDED COVERAGE ENDORSEMENT, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF INSURANCE FOR THE ACTUAL CASH VALUE OF STORED PROPERTY. INSURANCE ON OCCUPANT'S STORED PROPERTY IS A MATERIAL

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 STORED PROPERTY THAT WOULD BE COVERED BY SUCH INSURANCE. OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OWNER, OWNER'S AGENTS OR EMPLOYEES FOR ANY LIABILITY RELEASED HEREIN. OCCUPANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER FROM ANY EXPENSE, COSTS, OR DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUBROGATION. **BY PLACING HIS INITIALS HERE, X_____X, OCCUPANT ACKNOWLEDGES THAT HE HAS READ, AND UNDERSTANDS AND AGREES TO THE TERMS OF PARAGRAPH 5.**

6. **RELEASE OF OWNER'S LIABILITY:** AS A FURTHER CONSIDERATION FOR THE USE AND OCCUPANCY OF THE SPACE AND PREMISES, OCCUPANT AGREES THAT OWNER, HIS AGENTS, EMPLOYEES AND ASSIGNS SHALL NOT BE LIABLE TO OCCUPANT, HIS AGENTS, GUESTS, LICENSEES OR INVITEES FOR ANY LOSS OR DAMAGE, INJURY OR DEATH CAUSED TO THEM OR TO THEIR PROPERTY, AS THE RESULT OF THE USE AND OCCUPANCY OF THE SPACE AND PREMISES. IT IS FURTHER AGREED THAT ANY STORED PROPERTY IS PLACED IN THIS SPACE AT OCCUPANT'S SOLE RISK, AND OWNER AND OWNER'S AGENTS, EMPLOYEES AND ASSIGNS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO SAID PROPERTY FROM ANY CAUSE WHATSOEVER. OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT WARRANT OR REPRESENT THAT STORED PROPERTY WILL BE SAFELY KEPT, NOR THAT IT WILL BE SECURE AGAINST THEFT NOR THAT THE PREMISES AND SPACE ARE SECURE AGAINST HAZARDS CAUSED BY THEFT, MYSTERIOUS DISAPPEARANCE, PESTS, WATER, FIRE, FLOOD OR THE ELEMENTS OF WEATHER OR EARTHQUAKE. IT IS AGREED BY OCCUPANT THAT THIS RELEASE OF OWNER'S LIABILITY IS A BARGAINED FOR CONDITION OF THE RENT SET FORTH HERE, AND THAT WERE OWNER NOT RELEASED FROM LIABILITY AS SET FORTH HERE, A MUCH HIGHER RENT WOULD HAVE TO BE AGREED UPON. **BY PLACING HIS INITIALS HERE, X_____X, OCCUPANT ACKNOWLEDGES THAT HE HAS READ, AND UNDERSTANDS AND AGREES TO THE TERMS OF PARAGRAPH 6.**
7. **DEPOSITS:** Occupant shall pay in advance a security, cleaning and damage deposit in the amount indicated in the receipt section of this Agreement to be held by Owner for Occupant's faithful performance of the terms of this Agreement, and for cleaning and repair of the space after surrender by Occupant. The deposit shall be returned to Occupant within fourteen (14) days after Occupant relinquishes the space to Owner, less all charges for cleaning, repairing, and replacement of any missing items. In addition, at Owner's sole option, Owner may retain any amounts necessary to compensate Owner for rent due and unpaid under this Agreement.
8. **INDEMNITY:** Occupant will indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action, that are hereafter made or brought about as a result of or arising out of Occupant's use of the premises. The indemnity specifically includes, but is not limited to, all liabilities released by Occupant in Paragraph 5 of this Agreement.
9. **TERMINATION:** Seven (7) days' written notice by Owner or Occupant to the other prior to the expiration of any month of this tenancy will terminate the tenancy. The space will be left in good condition, and Occupant is responsible for all damages to the space.
10. **ACCESS:** At 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, denying access to Occupant's agents, guests, licensees or invitees, and requiring Occupant to sign in and out upon entering and leaving the premises.
11. **RULES:** Owner shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations for the safety, care and cleanliness of the premises or preservation of good order. Should Occupant appoint or permit another person(s) or organization(s) to enter the storage space, Occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code, is evidence of authority to enter Occupant's space. Occupant agrees to follow all Owner's rules now in effect or that may be put into effect from time to time. Trash or other materials shall not be left in or near the space. Current Rules will be posted in the Rental Office.
12. **PREMISES:** Occupant accepts the space as being in good condition and repair. Occupant will immediately notify Owner of any defect in the storage space. Occupant will keep the premises in good condition and will pay Owner for repairs necessary due to negligence or misuse while under Occupant's control. Occupant shall not use the electric light, if provided, for any use other than as a light fixture. Occupant shall not build or attach anything to the building or common walls.
13. **RIGHT TO ENTER:** Occupant grants Owner, Owner's agents, or representatives of any governmental authority, including police, fire and health officials, access to the premises upon three (3) days' prior written notice to Occupant. In the event of an emergency, or in the event Occupant fails to provide access after notice, Owner's agents, or representatives of any governmental authority shall have the right to remove Occupant's lock and enter the space, without notice to tenant, and take such action as may be necessary or appropriate to preserve the space, to comply with applicable law, or enforce any of Owner's rights. Owner shall not be responsible for any loss occasioned by Occupant as a result of such entry.
14. **ASSIGNMENT & SUCCESSION:** Occupant shall not sublet or assign the storage space nor store property owned by others without the written consent of the Owner. 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.
15. **SECURITY OF SPACE:** Occupant agrees to be solely responsible for providing such locks as Occupant desires for securing access to the space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures deemed reasonably necessary by Owner to re-secure the access to Occupant's space. Owner is not responsible for taking any measure whatsoever, nor for notifying Occupant that access to the space has become insecure. The fact that Owner has taken measures to re-secure the access to Occupant's space under this paragraph shall not alter the limitations upon Owner's liability set forth in paragraph 6 of this Agreement, nor shall such measures be deemed a conversion of Occupant's stored property.
16. **NOTICES:** Change in Terms, Change of Address: All notices required or permitted by law, or by this Agreement, may be sent to Occupant at any of the addresses given by Occupant above. In the event that any of the addresses given above change, such change shall not be binding upon Owner unless Occupant has given Owner written notification of the change. Any of the terms of this Agreement may be changed by Owner by written notice to Occupant seven (7) days prior to the expiration of any month of this tenancy.
17. **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 against Occupant, or Occupant against Owner on any matter arising out of, or in any connected with, this Rental Agreement, Occupant's use of the storage space or premises, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.
18. **NO ORAL AGREEMENTS:** This Rental Agreement contains the entire agreement between Owner and Occupant and no oral agreements shall be of any effect whatsoever. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or any of Owner's agents or employees purporting to modify or add to this Agreement in any manner. Any modification to this Agreement, to be enforceable, must be in writing and be signed by the parties.
19. **VALIDITY:** If any part of this Agreement is unenforceable for any reason whatsoever, it shall not affect the balance of the agreement otherwise found to be valid and enforceable.

OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD, AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT WHICH CONSISTS OF FRONT AND BACK PAGES.

Occupant: _____

PAUL F. SCHMITT
DBA: NOVATO MINI STORAGE

Printed Name: _____

By: _____

Occupant acknowledges receipt of a copy of this Agreement by signature above.