

Storage Agreement up to 42ft



Name:

Home Phone:

Cell Phone:

Email address:

Address:

Driver's License#:

State of Issue:

Exp. Date:

This agreement/contract, dated: is executed between Ranch RV & Equipment Storage, Inc., hereinafter referred to as, "LESSOR" and , hereinafter referred to as, "LESSEE". LESSOR does hereby lease unto LESSEE a storage space for the purpose of storing the following equipment:

Year of Equipment:

Make:

Model:

Vin#:

License Plate:

RATE/TERMS: The recurring rate is \$312 per month, plus a deposit of \$312. Total due now: \$624.

LESSEE shall pay monthly rent by or in advance of the 1st day of each month, at the above shown rate. Once a payment is made, there will be no full or partial refund of said payment. In the event of an NSFC (nonsufficient funds charge) an automatic charge of \$50 will be posted to the LESSEE'S account. In the event LESSEE fails to pay rent within ten (10) days after the due date (1st/ month) an automatic late charge will be added to the account, subject to the following terms: Late fee will be \$25 or 15% of the monthly rent amount,



whichever is greater. The late fee will keep accruing for each month late. If after 14 (fourteen) days the payment is not received, a preliminary lien notice will be sent to LESSEE. Tenants' property will be subject to a claim of Lien and may be sold to satisfy the Lien if the rent or other charges remain unpaid for fourteen 14 (fourteen) consecutive days. Such charges and actions are authorized by the California Self Storage Facility Act, California Business and Professions Code section 21712(a). If LESSEE fails to make full payment within twenty-eight (28) days from the time such payment is due, LESSOR shall be entitled to deny access to the Space, file a Lien against LESSEE'S property and charge storage at the local law enforcement daily rate.

DEPOSIT: The deposit is not last month's rent payment. After this Agreement has expired or is terminated and the Space and container relinquished back to LESSOR in clean and reasonable condition, any unused portion of the deposit will be returned to LESSEE within 21 days.

USE OF SPACE: LESSEE agrees that the Space shall be used exclusively for storage of LESSEE'S property. Electrical wiring in the Space or container is not permitted. Residence in the Space is not permitted. LESSOR exercises neither care, custody nor control over LESSEE'S property. LESSOR may enter the Space or container upon one day advance notice for non-emergency situations.

RELOCATION: LESSOR has the right to relocate LESSEE, at LESSOR'S expense, to a Space/container of comparable size.

DEFAULT BY LESSEE: If LESSEE fails to timely and fully pay rent or fails to fulfill any term or condition of this Agreement, LESSEE will be in default and LESSOR may bring legal action after notice of such default to LESSEE. LESSEE shall have 10 days to cure any such default. Any violation of the STORAGE RESTRICTION provision below will allow LESSOR to immediately terminate this Agreement. If any legal action is taken, the prevailing party will be entitled to full recovery of its attorneys' fees and costs, including any consultant or experts.

TERMINATION: Either LESSOR or LESSEE may terminate this Agreement upon 30 days written notice. LESSEE shall remain responsible for the rent during the 30-day period. Any unused portion of the deposit shall be returned to LESSEE within 15 days of termination of this Agreement, subject to the terms and conditions below. Upon termination, LESSEE shall surrender the Space and any container thereon in a clean and reasonable condition, and if not, agrees to reimburse LESSOR for any expenses incurred to clean and repair the Space and container.

PROPERTY LEFT AT SPACE: LESSOR may dispose of LESSEE'S property left at the Space after termination in accordance with California law. LESSEE shall be responsible for all costs incurred by LESSOR in disposing of such property.

NO EXPRESS OR IMPLIED WARRANTIES: LESSOR does not expressly or impliedly warranty the quality, use or suitability/fitness for a particular purpose of the Space or any container on the Space including, without limitation, sweat or moisture inside any container. LESSEE assumes and accepts full responsibility and the sole risk for any personal or bodily injury or damage to, or loss of use of, LESSEE'S property (including equipment) including, without limitation, water, moisture, fire, burglary, rodents, acts of God, and disappearance of property. LESSEE agrees that the Space and any container thereon is rented in its "As-Is" condition. LESSEE is encouraged to purchase adequate insurance to cover LESSEE'S property.

WAIVER AND RELEASE: LESSEE fully and forever waives and releases any claim for injury, damages or costs against LESSOR and its predecessors, successors, assigns, agents, owners, officers, employees, and insurers arising from or related to LESSEE'S use of the Space and any container thereon, personal or bodily injury, or damage to LESSEE'S property (including equipment) for any reason including, without limitation, water, moisture fire, burglary, rodents, Acts of God and disappearance of property, regardless of LESSOR'S active or passive negligence or omissions.

DEFENSE AND INDEMNITY: LESSEE will fully defend, hold harmless and indemnify LESSOR from any third-party claim arising from or related to LESSEE'S conduct and use of the Space including, without limitation, any attorneys' fees and costs incurred by LESSOR.

STORAGE RESTRICTIONS: LESSEE shall never store any material on the premises classified as explosive, flammable, hazardous or toxic under any local, state, or federal law or regulation. LESSEE will keep the Space free from any rubbish, obstacles, and nuisances. LESSEE shall not use the storage space for any unlawful purpose, or conduct any type of business from, or reside on/in the Space. LESSEE will not alter or cause



damage to the Space or any container and will fully reimburse LESSOR for any such damage. LESSEE shall not store any illegal material including, without limitation, drugs or drug paraphernalia. LESSOR may enter the Space and container at any time to remove or dispose of prohibited items.

NO ASSIGNMENT OR SUBLEASE: LESSEE shall not be entitled to assign or sublet any portion of this Agreement or any use of the Space. LESSEE shall not share their personal access code with any third party.

HOURS OF ACCESS: LESSEE may access its Space between 9am-5pm, daily. The storage facility is not open 24 hours a day. If LESSEE requires access to its Space outside of these hours, please call/text 619.504.0199 and LESSOR will endeavor to provide access, which is not guaranteed. LESSOR may modify the hours of access.

INSURANCE: LESSOR does not carry insurance for LESSEE'S use of the Space, storage of property or LESSEE'S or its invitee's personal or bodily injury while at the storage facility. LESSEE will insure at LESSEE'S own expense its property stored at the Space and for any personal or bodily injury to LESSEE or its invitees. LESSEE'S insurance must include coverage for all perils including, without limitation, personal and bodily injury, fire, water damage, wind damage, vandalism, burglary, theft and accidental damage.

RULES: LESSOR shall have the right to establish rules and regulations associated with use of storage at the Space. These rules and regulations may be modified by LESSOR.

GENERAL PROVISIONS: California law governs. San Diego, California is the sole and exclusive venue for any legal action arising under this Agreement. This Agreement may be modified with 30 days' notice to LESSEE; LESSEE may not modify this Agreement. This Agreement constitutes the entire agreement and understanding between LESSOR and LESSEE and supersedes any prior or contemporaneous promises or representations, whether written or oral. If any provision is found invalid, the other provisions remain in full effect. This Agreement inures to the benefit of LESSOR and LESSEE'S successors and assigns. The failure to enforce any term or condition is not a waiver to enforcement of all terms and conditions in the future. All terms and conditions shall survive termination of this Agreement.

LESSOR RIGHT TO MODIFY AGREEMENT: LESSOR reserves the right to modify any term or condition of this Agreement upon 30 days' written notice to LESSEE at the above referenced address or email.

AGREED AND APPROVED:

X _____

X *Natisha Powell* _____

Signed By Natisha Powell

Signed On: May 13, 2024



Signature Certificate

Document name: Storage Agreement up to 42ft

Unique Document ID: 7A7A420F15ED64B759F1C6AB88520E1CBDB24A82

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May 13, 2024 6:03 am PST

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