

# AMERICAN SELF STORAGE RENTAL AGREEMENT

3040 Skyway Dr. Santa Maria, CA 93455 (805)922-2322

Occupant  
Information

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
(Home)

\_\_\_\_\_  
(Cell)

\_\_\_\_\_  
(E-Mail)

\_\_\_\_\_  
Social Security#

\_\_\_\_\_  
Driver's License#

\_\_\_\_\_  
State

Alternate  
Person

**Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Military  
Service

**Are you or your spouse on active-duty military service? Yes \_\_\_ No \_\_\_**

Space,  
Rents,  
Fees  
& Charges

Space # \_\_\_\_\_ Rent Due Date: \_\_\_\_\_

Rent: \_\_\_\_\_ Admin. Fee: \_\_\_\_\_

After 10 days of nonpayment: Late Fee: \$.01-\$60= \$10, \$60.01-\$99.99=\$15, \$100- or more=\$20 or 15% of the rent (whichever is greater).

After 14 days of nonpayment: Preliminary lien Charge: \$15

After 28 days of nonpayment: Lien Charge \$20

After 45 days of nonpayment: Inventory: \$50 Advertising: \$66

Bad Check Charge: \$25 Dumping Fee: \$100 + the cost of disposal Lock Cut: \$20 & \$50 Invoice Fee: \$1.00

**NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your 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 rent and other charges due remain unpaid for fourteen (14) consecutive days. \*Lien locks or Overlock removals will occur within 72 hours of making a payment.**

**LIEN NOTIFICATION By ELECTRONIC MAIL: Lien notices may be sent to the Occupant and to the alternate person above by electronic mail.**

**OWNER'S RIGHT TO TOW: Pursuant to the California Self-Service Storage Facility Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.**

American Self Storage, DBA: American Self Storage Santa Maria, (hereinafter Owner) rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

**TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant fifteen (15) days advanced written notice by first-class mail or by email at the postal address or email address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Payments exceeding 45 days late will not be accepted on the website, or over the phone; payment forms accepted after 45 days delinquent include money order, cash, or cashier's check.

**PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights. Occupant understands and agrees that acceptance of a partial rent payment shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.

**CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address.

**ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant, notifying Occupant of the default. Occupant agrees to pay Owner the stated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

**CROSS COLLATERALIZATION OF SPACES:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all available remedies, including but not limited to denial of access to the facility and sale of the property, if Occupant does not pay all rent due on all spaces rented.

**GATE ACCESS REVOKED:** When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's gate access code. Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

**TERMINATION:** Thirty (30) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages.

**LIMITATION OF VALUE ON STORED PROPERTY:** Occupant agrees not to store property with a total value over \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**USE OF STORAGE SPACE:** Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store food or any perishable items in the space. 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. There shall be no residential occupancy of the space. Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property. Violation of these prohibitions shall be grounds for immediate termination of your tenancy.

**HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

**INSURANCE:** 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 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 insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property. *In lieu of obtaining Insurance for your stored goods, OCCUPANT may obtain the SecureLease Protection Plan offered by OWNER. If purchasing the Protection Plan, OCCUPANT agrees to execute the Protection Plan Addendum. If proof of insurance is not provided, OCCUPANT agrees that OWNER may enroll OCCUPANT in the Protection Plan offered by OWNER to cover the full value of OCCUPANT'S stored property.*

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

**LITIGATION:** Any controversy or claim relating to this lease or its breach shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on a resulting award may be entered in any court having jurisdiction. This arbitration clause does not apply to a forcible detainer action brought by the Operator against the Occupant. Class relief shall not be available in such arbitration. The arbitration shall be conducted in the county where the facility is located. Occupant shall initiate arbitration within 12 months after the event(s) giving rise to it. The parties waive any right to punitive damages, and they shall not be recoverable in arbitration. Operator may deny access to the Leased Space by Occupant pending the outcome of any judicial proceeding respecting rights to the contents of the Leased Space. Occupant shall indemnify Operator for any litigation expenses, including reasonable attorneys' fees, incurred in defending or otherwise appearing in or responding to any legal action involving a third-party arising out of or related to Occupant's occupancy and use of the Leased Space.

**LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the storage facility.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by email to the email address provided by the Occupant in this rental agreement or written change thereto. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

**NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written consent of the Owner. Owner may withhold consent to sublet or assign for any reason or for no reason in Owner's sole discretion.

**MILITARY SERVICE:** If Occupant or Occupant's spouse is in the military service Occupant must provide written notice of such to the Owner in this rental agreement or at the address of the property. The Owner will rely on this information to determine the Occupant's rights pursuant to the Service members Civil Relief Act.

**COMMUNICATION:** Occupant understands that Owner and Occupant are entering into a business relationship. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner. Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence, cell phone and email box by automated telephone calls, texts or emails. Such automated calls or messages may be used for conveying important facility information, marketing, or collection purposes.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

**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 acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the storage space for the storage of Occupant's property and that Occupant has made his or her determination of such matters solely from inspection of the storage space and the facility. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

**SPACE SIZE APPROXIMATE:** Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

**NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

**Do not sign this agreement until you have read it, including the provision on the other side, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.**

\_\_\_\_\_  
Occupant Signature

\_\_\_\_\_  
On Behalf of Owner

\_\_\_\_\_  
Date