



Custom Indoor and Outdoor Storage

## Rental Agreement

*CUSTOMER INFORMATION:*

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Email Address \_\_\_\_\_

*VEHICLE STORAGE INFORMATION:*

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Size \_\_\_\_\_

License# \_\_\_\_\_ Vin# \_\_\_\_\_ Overall Length \_\_\_\_\_

*RENTAL INFORMATION:*

First day of rental \_\_\_\_\_

Storage is (circle one)    Indoor    Outdoor

Price per overall linear foot \_\_\_\_\_ Total Price \_\_\_\_\_ Deposit \_\_\_\_\_

Rent per Month \_\_\_\_\_

*TERMS AND CONDITIONS:*

1. Copy of Registration / Vehicle Condition Report

1A. All vehicles will be measured for overall length and charged at rate.

**1B. RENT: Rent as noted above under charges, shall be payable in advance on the monthly anniversary of the designated due date set forth in Paragraph 1 above to owner or to his designated agent. Rent must be paid in full and no partial payment will be accepted. the monthly rental and other charges may be changed at any time by owner giving at least (30) days written notice to occupant at the addresses provided above. The new rental charge shall become effective the next date on which rent is due. Late payments, or dishonored checks, cause owner to incur damages which are extremely difficult to measure, and because of this, occupant agrees to pay owner, as additional rent, additional services charges per space as indicated in the charges section above, or as follows:**

Any other costs incurred by owner by reason of occupant's breach of any provision of this agreement shall be deemed additional rent, and may be demanded by owner of occupant at any time, or waived in owner's sole and absolute discretion. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CASH, CASHIER'S CHECK OR MONEY ORDER AND PAYMENT RECEIVED FROM OCCUPANT SHALL APPLY FIRST TOWARD ANY SERVICE CHARGES DUE UNDER THIS PARAGRAPH AND THEREAFTER TOWARD ANY OTHER SUMS DUE PURSUANT TO THIS AGREEMENT. MONTHLY STATEMENT WILL BE SENT OUT WITH A TEN (10) DAY GRACE PERIOD.

**1C. Copy of liability insurance with Sunrise Custom Storage as additional insured.**

1D. We require a 24 hour notice to remove and bring in vehicle. For a space reserved or held for a customer that is a \$50.00 a month charge for holding or reserving the space. If you need your vehicle in or out on Saturday or Sunday you must make appointment the previous Friday by noon. Any appointment after Friday noon or Saturday or Sunday will be charged \$50.

2. TERM: The term of this tenancy shall commence as of, and shall continue as of, and shall continue on a month to month basis thereafter, running from the day of each month, which will be the designated due date for all subsequent rent payments.

2A. USE AND OCCUPANCY: occupant agrees to use storage for property wholly owned by occupant Property is stored under the supervision and control of Sunrise Custom Storage.

2B. ASSIGNMENT: Occupant shall not sublet or sublet or assign the storage without the prior written permission of owner.

2C. USES STRICTLY PROHIBITED: Occupant is strictly prohibited from storing or using materials on the premises classified as hazardous or toxic under any local, state, or federal law or regulation, or court decision, and from engaging onsite in any activity which produces such materials.

2D. TERMINATION: This tenancy may be terminated by either owner or occupant by the given of 30 days written notice to the other. As a condition for such termination occupant shall completely vacate the space, leaving it in good and clean condition, reasonable wear and tear accepted, and allow owner to inspect the space in occupant's presence to verify the final condition and content of the space. Occupant is responsible for any and all damages to the rental premises, beyond that caused by reasonable wear and tear. 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 liabilities set forth in paragraph 9 listed below.

2E. Sunrise Custom Storage has multiple locations which are about 1/2 mile apart, all building are Fire Sprinkled. All pick ups and drop offs will be made at our main facility. We have insurance to move your vehicle or boat between locations.

3. NOTIFICATION OF CHANGE OF ADDRESS: In the event occupant shall change occupant's address or alternate name and address as set forth in this Rental Agreement occupant's shall give owner written notice of any change within then (10) days of the change, specifying occupants current address and telephone numbers, and alternate name and address. Any such change of address shall not be binding upon owner unless occupant has given written notification of the change, and the owner has acknowledged its receipt in writing.

4. NOTICE: Your stored rental property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien, and its enforcement is authorized by chapter 10, commencing with section 21700 of the California Business and Professions code.

4A. NOTICES: Except as otherwise expressly provided in the Rental Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid to the party so to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered. If personally delivered or if mailed, shall be deemed complete on the date delivered. If personally delivered or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage fully prepaid and addressed in accordance with the provisions hereof.

5. RIGHT TO ENTER: Occupant shall grant owner, owner’s agents or the representatives of any governmental authority, including police and the officials access to the premises upon three (3) days prior written notice to occupant in the event occupant shall not grant access to the premises as required or in the event of any emergency, owner, owner’s agents of the representatives of any governmental authority shall have the right to remove occupant’s lock and enter the premises for the purpose of examining the premises and taking such other action as may be necessary or appropriate to preserve the premises, or to comply with applicable law or enforce any of owner’s rights. Owner shall be liable for any losses occasioned by such entry.

**6. RELEASE OF OWNER’S LIABILITIES: All personal property stored within or on the leased premises by occupant shall be at occupant’s sole risk. Owner and owner’s agents shall not be liable to occupant for any damage for loss to any personal property while at the leased premises arising from any cause whatsoever including, but not limited to, burglary, fire, water damage, mysterious disappearance rodents, acts of God or the active or passive acts or omissions or negligence of owner’s agents.**

7. INDEMNIFICATION: Occupants will indemnify, hold harmless and defend owner from all claims, demands, actions or causes of action, (including attorney’s fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of occupant’s use of the premises, including claims for owner’s active negligence, not to exceed the limit of \$5,000.00

7A. INDEMNIFICATION OF LESSOR: The release and indemnification of Owner set forth in Paragraphs 6 and 7 hereof shall also apply to any lessor property used by Owner for the storage of vehicles and or other property hereunder. In the event of any breach of any lease or other agreement between Owner and any such lessor of property used for storage of vehicles or other property hereunder resulting in termination of said lease or agreement, said lessor shall have all rights to require of Owner’s vehicle or other property located at the leased premises, and shall have all rights to dispose of said vehicle or property pursuant to the provision of the California Code of Civil Procedure, California Vehicle Code and other applicable law.

8. CHANGE IN TERMS: Owner may change any of the terms of THIS agreement with a (30) days by written notice.

9: RULES: Owner shall have the right to establish or change hours of operation or to promulgate rules and amendments, or additional rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the facility. Occupant agrees to follow all of owner’s rules one in effect, or that may be put into effect from time to time. Current Rules will be posted in the Rental office.

10. NO WARRANTIES: Owner hereby disclaims any implied or express warranties guarantees or representations of the nature, conditions, size, of space safety or security of the Premises. Occupant hereby acknowledges the occupant has inspected the Premises and agrees that owner does not represent or guarantee the safety or security of the Premises or of any property stored herein. This Rental Agreement sets forth the entire agreement of the parties stored herein. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. Occupant agrees that this agreement may be modified only in writing signed by both parties, in order for such modification to have any effect whatsoever.

11. ENFORCEABILITY: If any part of this agreement is held to be unenforceable for any circumstances, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this agreement will nevertheless be valid and enforceable in circumstances.

OCCUPANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER/AGENT \_\_\_\_\_