

# TRACY OASIS MARINA-RESORT

12450 GRIMES ROAD TRACY, CA 95304 (209)835-3182

# STORAGE RENTAL AGREEMENT

**NOTICE OF LIEN: YOUR STORED PROPERTY MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF 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 AND PROFESSIONS CODE.**

DATE OF LEASE \_\_\_\_/\_\_\_\_/\_\_\_\_ UNIT# \_\_\_\_\_ ACCT# \_\_\_\_\_ MONTHLY RATE\$ \_\_\_\_\_ PAYMENT DUE DATE 1<sup>st</sup> \_\_\_\_\_  
 OCCUPANT NAME \_\_\_\_\_ HOME# \_\_\_\_/\_\_\_\_/\_\_\_\_ WORK# \_\_\_\_/\_\_\_\_/\_\_\_\_  
 ADDRESS \_\_\_\_\_ CELL PHONE# \_\_\_\_/\_\_\_\_/\_\_\_\_  
 CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_ DR. LIC.# \_\_\_\_\_ STATE \_\_\_\_\_ EXP. \_\_\_\_\_  
 EMAIL ADDRESS \_\_\_\_\_ SOCIAL SECURITY# \_\_\_\_\_

**ALTERNATIVE NAME AND ADDRESS:** To assure that you will receive proper notice of any lien sale. Occupant is requested to give the name of another person, someone other than yourself, to whom the preliminary notice and subsequent notices may be sent. If Occupant does not wish to designate and alternate, write "NONE".

NAME \_\_\_\_\_ PHONE# \_\_\_\_/\_\_\_\_/\_\_\_\_  
 ADDRESS \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_  
 CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

### BOAT / TRAILER INFORMATION

#### VESSEL DESCRIPTION

#### TRAILER DESCRIPTION

CF NUMBER \_\_\_\_\_ LICENSE# \_\_\_\_\_  
 STATE REGISTERED / YEAR \_\_\_\_\_ STATE REGISTERED / YEAR \_\_\_\_\_  
 MAKE \_\_\_\_\_ MAKE \_\_\_\_\_  
 YEAR MODEL \_\_\_\_\_ YEAR MODEL \_\_\_\_\_  
 HULL ID # \_\_\_\_\_ LENGTH \_\_\_\_\_ VEHICLE ID # \_\_\_\_\_

This agreement is made by and between Tracy Oasis Marina-Resort hereinafter referred to as "Owner" and X \_\_\_\_\_ hereinafter referred to as "Occupant". Owner does hereby rent to Occupant those certain premises described as Unit Number \_\_\_\_\_, located at 12450 Grimes Road, Tracy, CA 95304, hereinafter described as "Premises".

**RENT:** Rent shall be the sum of \$ \_\_\_\_\_ per month payable in advance upon the 1<sup>st</sup> day of each and every calendar month to Owner or to Owner's designated agent. **THE MINIMUM RENTAL PERIOD SHALL BE ONE MONTH.** Rent is for FULL MONTHS only there is no rebate of rent at termination for any unused portion of the monthly rent.

OWNER MAY INCREASE THE MONTHLY RENT PAYABLE PURSUANT TO THIS AGREEMENT UPON 30 DAYS WRITTEN NOTICE TO OCCUPANT

**FEES, NOTICES:** Late rental payments, or rent checks that are dishonored, cause Owner to incur damages that are extremely difficult to measure and not contemplated by this lease. Rent is due on the due date, and is delinquent on the day immediately following. If rent is not received by Owner by the FIFTH day following the due date, if Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the Self-Storage Facilities Act, Occupant agrees to pay Owner, as additional rent, administrative charges as follows. Occupant agrees to pay a FEE of \$25.00 if the payment is not received at the facility office by 5:00pm on the 5<sup>th</sup> day past due. This FEE will recur each month that the rent remains delinquent. If payment is not received by 5:00pm on the 10<sup>th</sup> day past due, this invokes the California Lien Law and requires a Preliminary Lien Notice to be mailed. If rent and fees remain unpaid for 30 consecutive days a \$100.00 LIEN PROCESSING FEE will be charged. A SERVICE CHARGE of \$35.00 is charged for each check that is returned unpaid to the Owner. A SERVICE CHARGE of \$50.00 will be charged for all lock cutting. The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason, In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, OR CASH. These charges are added to the unit rent and treated as delinquent rent. All notices required or permitted by law, or by this agreement, will be sent to Occupant at any of the addresses set forth for Occupant in this lease. 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. (OCCUPANT'S INITIALS x \_\_\_\_\_)

**TERM:** The term of this Agreement shall commence as to the date first below written and shall continue on a month-to month tenancy. Unless notice of termination is given, the tenancy will automatically renew each month. IF OCCUPANT SAYS BEYOND THE LAST DAY OF ANY GIVEN MONTH TENANT MUST PAY AN ADDITIONAL FULL MONTH'S RENT. (OCCUPANT'S INITIALS x \_\_\_\_\_)

**USE OF STORAGE 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 damages. 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 goods stored. Beyond the vehicle or vessel stored herein, Occupant agrees not to store personal property with a total value in excess of \$5,000.00. Occupant shall not conduct any activity on-site which would result any nuisance, or in violation of any ordinance, statute or regulation of any governmental agency, or permit such actions to occur. Occupant is stickily 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 that produces such materials. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other flammable materials. Occupant's obligations of indemnity as set forth below specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic materials 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.

**PROPERTY LEFT ON THE PREMISES:** Owner may dispose of any property left on the premises by Occupant after Occupant terminates his of her tenancy. Occupant shall be responsible for paying all cost incurred by Owner in disposing of such property.

**CONDITIONS AND ALTERATION OF PREMISES:** Occupant has examined the Premises and hereby accepts them as being in good order, condition and repair. Occupant agrees to immediately notify Owner of any defects, dilapidation's or dangerous conditions. Occupant agrees to keep the Premises in good order and condition and to pay Owner promptly for any repair of the Premises caused by Occupant's negligence or misuse or the negligence or misuse of Occupant's invitees, licensee and guests. Occupant shall make no alterations, or improvements, or do painting or redecorating, without written consent of Owner. All costs necessary to restore the premises to its prior condition shall be borne by Occupant.

**INSPECTION:** Owner may enter the space for the purposes of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition, or nuisance has been created, or is occurring in the space, or for any repairs.

**TERMINATION:** Owner may terminate the tenancy under the month-to-month agreement by giving written notice to the Occupant of his intention to terminate the tenancy at least seven (7) days prior to the date of termination. Any HOLDOVER of rental shall be subject to the posted holdover rates or a month's rent shall be paid as provided above.

**OCCUPANT MUST GIVE FULL 30 DAY WRITTEN NOTICE OR BE RESPONSIBLE FOR AN ADDITIONAL FULL MONTH'S RENT.**

Owner or Occupant may terminate the tenancy of Occupant by the giving of thirty (30) days written notice to the other party. Rent is payable by Occupant to Owner for the entire period prior to termination, whether or not Occupant vacates the Space prior to the end of the period. Occupant agrees to vacate the Space on or before 5:00 P.M. on the last day of the term. Occupant must give notice of termination, or will be responsible, at a minimum, for another full month's rent. Occupant shall do the following: Completely vacate the Premises in good and clean condition, reasonable wear and tear excepted, leave a forwarding address, and allow Owner to inspect the Premises in Occupants presence to verify the final condition of the Premises and its contents. (Occupant's Initials X \_\_\_\_\_ )

**RULES:** Owner shall have the right to establish or change hours of operation or Occupant access, or to promulgate rules, or amend existing rules and regulations for the safety, care, and cleanliness or the premises, or the preservation of good order on the facility. Occupant agrees that such rules are made a part of this agreement and agrees to follow all of Owner's Rules now in effect, or that may be put into effect from time to time. ?Current Rules will be posted in Rental Office.

**INSURANCE:** Occupant acknowledges that Owner does not provide insurance covering Occupant's 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 the stored property. Insurance on Occupant's property is a material condition of the agreement and is 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 surrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of damage to store property.

**RELEASE OF OWNER'S LIABILITY:** As a further consideration for the use and occupancy of the space. Occupant agrees that Owner, its agents, employees and assigns shall not be liable to Occupant, his/her agents, licensees, or invitee 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 or storage facilities. It is further agreed that any stored property is placed in this space at Occupant's sole risk, the Owner and Owner's agents, employees, and assigns shall have no responsibility of liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees or assigns. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by burglary, mysterious disappearance, rodents, insects, water, fire, or the elements of weather, flood 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. This release of liability specifically extends to any losses or injury resulting from any failure in any security systems or security procedures employed at the premises from any cause whatsoever.

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

**ASSIGNMENT:** Occupant shall not sublet or assign the Space nor store property owned by others without the prior written consent of Owner.

**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/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this agreement in any way whatsoever.

**ENTRY / ALARM SYSTEM:** Occupant agrees to lock the gate upon leaving the premises or enter the security code provided upon entering and leaving the premises.

**ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants, or conditions of this lease. This lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification is void.

I have read, understand, and agree to all terms contained in this Lease, including the terms on Page 1 and hereof. By his, her their signature(s) below, Occupant acknowledges receipt of a dated and executed copy of this Lease.

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Occupant Signature \_\_\_\_\_ Unit Number \_\_\_\_\_ Date \_\_\_\_\_

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Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICE USE ONLY

<u>PRORATION</u>	____ / ____ / ____ To ____ / ____ / ____	<u>AMOUNT</u>	_____
<u>STARTING MONTH</u>	____ / ____	<u>AMOUNT</u>	_____
		<u>APP. FEE</u>	_____
		<u>TOTAL</u>	_____

**STORAGE RULES AND REGULATIONS**

1. Please reference your unit number on your checks, so the correct account will be credited.
2. Please use caution - the speed limit is 5MPH. You will be required to lock the gate upon leaving the premises or enter the security code provided upon entering and leaving the premises.
3. Sleeping and/or living, conducting business or keeping of pets is NOT permitted in the storage units. Children must be under adult supervision at all times. Dogs must be kept on a leash.
4. The following are not permitted and will result in immediate termination of your lease:
  - (A) Operation of heavy machinery or appliances in the rental unit
  - (B) Use of the facility for repairing, cleaning, or otherwise working on motor vehicles, boats, furniture or equipment.
5. Please confine your activity to your own storage unit.
6. Thirty (30) days notice of termination is required. If no notice is given, rent will continue to be charged. Vacated unit must be left clean and unlocked. Rent continues until you have notified the office that the unit is vacated, unlocked, returned to its original condition and the space has been approved.
7. Garbage and/or abandoned goods will result in a \$100.00 hauling and dump fee. Unpaid balance will be sent to collections and may effect your credit.
8. It is the renter's responsibility to keep TRACY OASIS MARINA-RESORT informed of their current address and telephone number. ALL CHANGES OF ADDRESS MUST BE IN WRITING.
9. You are responsible for insuring your stored property. You are responsible for any risk of loss to your goods. Do not give out the entry code to unauthorized persons.
10. We reserve the right to inspect all goods on entry to units.
11. Remember to lock your unit. If a unit is noticed unlocked, TRACY OASIS MARINA-RESORT may secure it. If a lock must be cut to properly secure the unit, a \$20.00 charge will be imposed. If TRACY OASIS MARINA-RESORT has to provide a new lock, you will be charged.
12. You may be subject to additional charges if you are delinquent in your rents. Refer to you rental agreement.

I have read and understand the above requirements. This addendum becomes a part of the rental agreement between TRACY OASIS MARINA-RESORT and myself.

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Occupant Signature Unit Number Date

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Manager Signature Date