

LEASE AGREEMENT

(Month to Month Tenancy)

3035 Oro Dam Blvd., Oroville, CA 95965 / Tel : (530) 924-0040 / Email: kegroomstorage@gmail.com

Occupant's Name _____ Home Phone _____ SSNo. _____

Email Address: _____

Home Address: _____

Car Lic. No _____ Auto Year _____ Make _____ Driver Lic. No _____

Reference: Please provide the name and address of another person to whom any 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 14 CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

UNIT # , FEES AND CHARGES

Space # _____ Space Size: _____

[Rent] _____ ("Rent," Due on or before 1st of Month)

[Administrative Fee] _____ (Non-Refundable)

By placing **INITIALS HERE** _____, Occupant acknowledges that the above information is correct, that unless Occupant is identified above as a business Occupant is a consumer, that all payments are due before the close of business on the day indicated to be applied to the oldest delinquency first, including late charges and other fees which have become due, that he understands and agrees to pay the fees and Rent as noted above and that Owner reserves the right to require that Rent, other fees and charges be paid in cash, certified check or money order.

1. Rental of Real Property. Occupant understands that this is a Rental Agreement of real property (which may be identified herein as the "Enclosed Space" or the "Parking Space," as the case may be, or the "Premises") and that the Premises are located in a larger self-storage facility containing similar rented real property and common areas for the use of Occupant and other occupants (the entire family is referred to herein as the "Property") and that Occupant will only have access to the Premises and the Property at the times that all occupants may have access. Occupant also understands that Owner is not a warehouse and is not responsible for any personal property stored by Occupant. **Occupant shall examine the Premises and the Property. Occupant acknowledges and agrees the measurements noted for the Premises are an approximation only and that the space size is estimated per Building Office Management Association standards and does not refer to usable space. Occupant also acknowledges that the size of the Premises and any referenced sizes are given for illustration only and may vary materially. Occupant also agrees that Occupant shall have had the opportunity to measure the Premises before moving in so as to determine that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property including the size and capacity of the Premises.** By placing **INITIALS HERE** _____, Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

2. Term and Rent. Occupant will rent the Premises beginning on the date of this Rental Agreement and continuing from the first day of the next month. Occupant will pay the rent noted above (and any applicable tax that is charged by any taxing authority) each month, on the first day of each month. On the date Occupant signs this Rental Agreement, Occupant will pay at least one month's rent. If the first month is a partial month, any excess will be applied to the following month. Occupant shall not be entitled to a refund of the first full month's rent for any reason. If this Rental Agreement ends on a date other than the last day of a month, Occupant shall not be entitled to a refund of the pro rata portion of rent for the month in which the Rental Agreement ends. However, if the Rental Agreement ends on or before the fifteenth day of the month, Occupant may pay only the rent (and any applicable tax) for the first day of the month through the day the Rental Agreement ends. Owner may increase the monthly rent, and any charges and/or fees by giving Occupant at least thirty days' written notice of the increase.

3. Incorporation of Provisions on Additional Pages. By placing **INITIALS HERE** _____, Occupant acknowledges that he has read, is familiar with and agrees to all of the provisions printed on the additional pages of this Lease/Rental Agreement and Owner and Occupant agree that all such provisions constitute a material part of this Lease/Rental Agreement and are hereby incorporated by reference.

4a. OWNER'S LIEN. UNDER MINNESOTA LAW, OWNER HAS A LIEN UPON THE PROPERTY OR UPON THE PROCEEDS OF THE PROPERTY STORED BY OCCUPANT AT THE SELF-STORAGE FACILITY. THE LIEN COVERS OVERDUE RENT, LABOR CHARGES AND OTHER CHARGES, INCLUDING EXPENSES INCURRED IN THE PRESERVATION, SALE OR DISPOSITION OF OCCUPANT'S PROPERTY, PERMITTED UNDER MINNESOTA LAW. IF THE RENT OR ANY OF SUCH OTHER CHARGES DUE REMAIN UNPAID FOR FIFTEEN (15) CONSECUTIVE DAYS, OWNER HAS THE RIGHT TO DENY ACCESS TO CERTAIN PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE AND TO ENFORCE AND SATISFY THE LIEN BY SELLING THE PROPERTY STORED BY OCCUPANT AT THE FACILITY IN ACCORDANCE WITH THE MINNESOTA LIENS ON PERSONAL PROPERTY IN SELF-SERVICE STORAGE ACT (MINNESOTA STATUTES SECTION 514.970 ET. SEQ.), WHICH AUTHORIZES SUCH ACTIONS.

4b. Default. If Occupant falls thirty (30) days behind in paying rent, Owner may stop Occupant from entering the Premises and Owner may enter and remove Occupant's personal property from the Enclosed Space and/or Parking Space, until Owner sells the personal property under Minnesota law. Also, if Occupant fails to keep any promise he or she has made in the Rental Agreement, including failing to pay rent when due, Owner may pursue any remedies available to Owner under Minnesota law. Owner's decision to pursue one remedy shall not prevent Owner from pursuing any other remedies available to Owner under Minnesota law. Owner shall not be liable to Occupant or anyone else for the removal or sale of personal property which is owned by someone other than Occupant, or upon which a prior lien has attached, unless Occupant had notified Owner that the personal property in Occupant's space was not Occupant's personal property. Occupant agrees to notify Owner, in writing, of any personal property stored in Occupant's space which is not the sole personal property of Occupant and of the name of any person who has an interest in the personal property. Notice by Occupant to Owner shall not mean that Owner has agreed that Occupant may store property owned by anyone other than Occupant in the Premises.

4c. ABANDONMENT. IF OCCUPANT FAILS TO KEEP ANY PROMISE HE HAS MADE IN THE RENTAL AGREEMENT, INCLUDING FAILING TO PAY RENT WHEN DUE, FOR A PERIOD OF THIRTY (30) DAYS AND AFTER RECEIVING TEN (10) DAYS' WRITTEN NOTICE OF THE DEFAULT, OCCUPANT WILL BE DEEMED TO HAVE ABANDONED THE ENCLOSED SPACE, PARKING SPACE AND ANY PERSONAL PROPERTY LOCATED IN OR ABOUT THE ENCLOSED SPACE OR PARKING SPACE. IN THAT EVENT, OWNER SHALL BE ENTITLED TO LEASE THE ENCLOSED SPACE AND PARKING SPACE TO SOMEONE ELSE. If Occupant leaves personal property on the Premises after the expiration or termination of this Rental Agreement (except if Occupant is in default according to paragraph 4a or 4b above), the personal property shall be considered abandoned and Owner may sell, destroy, or otherwise dispose of Occupant's personal property.

4d. Incorporation of Provisions on Additional Pages. By placing INITIALS HERE _____, Occupant acknowledges that he has read, is familiar with and agrees to all of the provisions printed on the additional pages of this Lease/Rental Agreement and Owner and Occupant agree that all such provisions constitute a material part of this Lease/Rental Agreement and are hereby incorporated by reference.

CONTINUED TERMS & CONDITIONS OF RENTAL

5. Applicable Law; Jurisdiction; Venue. This Lease/Rental Agreement shall be interpreted according to the laws of the state of where the Property is located. If any provision is not enforceable in that state, the balance of the agreement will be enforced as if the unenforceable provision was not part of the Lease/Rental Agreement. **The parties agree that in view of the limitations of value of the stored goods and any claims according to paragraphs 6, 7 and 8 below, the value of any claim Occupant might make is limited to Five Thousand Dollars (\$5000) and shall be filed in a court of limited jurisdiction where claims heard are no greater than \$5000.** By placing INITIALS HERE _____, Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

6a. Storage. Occupant will store only personal property that Occupant owns and will not store personal property that is claimed by another person or in which another person has an interest. Occupant agrees that Owner has no concern with the kind, quantity or value of personal property stored by Occupant. The total value of all personal property stored by Occupant is agreed to be less than Five Thousand Dollars (\$5,000). Occupant understands that the Premises are not suitable for the storage of heirlooms, or other precious, irreplaceable or invaluable personal property, such as rare books, records, or art, objects for which no immediate resale market exists and objects of special or emotional value to Occupant. By placing his INITIALS HERE _____, Occupant acknowledges that he has read, understands and agrees to the provisions of this paragraph.

6b. No Unlawful or Prohibited Use. Occupant will use the Premises only for storage. **Occupant will not use the property for any unlawful purposes. Occupant shall not permit any Hazardous Materials to be stored on the Premises or anywhere on the facility.** Occupant will not store any personal property if it would cause any violation of a law or regulation, including those relating to hazardous or toxic materials, waste disposal or other environmental matters. Occupant will not store on the Premises any hazardous or toxic chemical, gas, liquid, substance, material or waste that is regulated under any law or regulation. Occupant will not use the Premises in any way that would be considered a nuisance to, or that may harm, other Occupants. Occupant will not store any animals, perishable goods or dangerous material, perform any dangerous activities or conduct a business on the Premises, or use the Premises for residing, cooking, sleeping or the consumption of alcoholic beverages. By placing his INITIALS HERE _____, Occupant acknowledges that he has read, understands and agrees to the provisions of this paragraph.

7. INSURANCE. ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT OWNER WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY. OCCUPANT IS OBLIGATED UNDER THE TERMS OF THIS RENTAL AGREEMENT TO INSURE HIS/HER OWN GOODS. To the extent Occupant's insurance lapses or Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in or on the Premises, Occupant agrees Occupant will personally assume all risk of loss. **Owner and Owner's agents, affiliates, authorized representatives and employees ("Owner's Agents") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense or damage to personal property or injury to persons ("Loss") that could have been insured against (including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agents) (the "Released Claims").** Occupant waives any rights to recover against Owner or Owner's Agents for the Released Claims. Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any

claim of Occupant against Owner or Owner's Agents. Occupant understands that if Occupant elects to obtain the insurance available at the property, the additional amount for such insurance coverage must be included with the monthly payments as noted above. Further, all payments received will be applied as noted above. The provisions of this paragraph will not limit the rights of Owner and Owner's Agents under paragraph **8 Limitation of Owner's Liability; Occupant's Liability**. By placing his **INITIALS HERE** _____, Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

8. Limitation of Owner's Liability; Occupant's Liability. Owner and Owner's agents, affiliates, authorized representatives and employees (collectively called "Owner's Agents") will have no responsibility to Occupant or any other person for any liability, expense, damage to their personal property or injury to them arising out of Owner's active or passive acts, omissions, negligence or conversion unless Owner intentionally and/or in bad faith causes the liability, expense, damage or injury. Occupant agrees that Owner and Owner's Agents' total responsibility for any liability, expense, personal property damage and personal injury will not exceed Five Thousand Dollars (\$5,000). Occupant shall defend Owner and Owner's Agents against and pay for any damage to property, injury to persons, or any other liability or expense incurred because of anything Occupant does or fails to do in the Enclosed Space, the Parking Space or surrounding areas, unless Owner intentionally and in bad faith causes such damage, injury or other liability or expense. By placing his **INITIALS HERE** _____, Occupant acknowledges that he has read, understands and agrees to the provisions of this paragraph.

9. Representation as to Military Service: (a) Occupant (check one) is ☐ or is not ☐ in the military. (b) If in the military, Occupant **agrees to immediately notify Owner of changes in Occupant's military status or assignment resulting in changes to the mailing address, phone number or other information provided above.**

10a. Release of Information. By executing this Lease/Rental Agreement, Occupant grants Owner, or Owner's service provider acting on Owner's behalf, full authorization for obtaining information regarding Occupant's employment, savings, and checking accounts and/or any previous or present credit, including real estate loans, whether on a closed or open status. Owner or its service provider is also authorized to request from a company or companies of Owner's choice a full credit report on the previous and present credit history of Occupant. This Authorization is valid for the purpose of extending credit, reviewing credit or in the collection of amounts owed to Owner in connection with this Lease/Rental Agreement. Occupant further consents to Owner or its service provider obtaining updated credit information.

10b. Negative Credit Information. Owner, or its service provider acting on Owner's behalf, may report information about Occupant's account to credit bureaus. Late payments, missed payments, or other defaults on Occupant's account may be reflected in Occupant's credit report.

11. Incorporation of Provisions on Additional Pages. By placing **INITIALS HERE** _____, Occupant acknowledges that he has read, is familiar with and agrees to all of the provisions printed on the additional page of this Lease/Rental Agreement and Owner and Occupant agree that all such provisions constitute a material part of this Lease/Rental Agreement and are hereby incorporated by this reference.

12. Owner's Right to Inspect. Occupant will permit Owner or government officials access to the Premises to inspect and repair the Premises and to provide services. Owner will give Occupant three days' written notice before beginning an inspection. If Occupant refuses to permit Owner or government officials to inspect, repair or provide services to the Premises, if an emergency exists, or if Occupant is in default under this Rental Agreement, Owner or government officials may remove Occupant's lock and enter the Premises. In that event, Owner may examine the Premises, remedy any violations of law and enforce any of Owner's rights. If Occupant damages the Premises, Occupant shall be responsible for any costs incurred by Owner to repair the Premises, including costs for site investigation, clean-up, removal or restoration work required by law, regulation or government agency regulating any hazardous or toxic substance, material or waste.

13a. Ending the Rental Agreement. Owner may end this Rental Agreement at the end of any period by notifying the Occupant in writing at least thirty (30) days before the end of the rental period. Occupant may end this Rental Agreement at any time by notifying Owner verbally or in writing at least two (2) days before Occupant wishes to end the Rental Agreement. Owner may end the Rental Agreement immediately if Occupant fails to keep any promise Occupant has made in the Rental Agreement or if Occupant abandons the Premises.

13b. Occupant's Duties on Vacating. When the Rental Agreement ends, Occupant will remove all of Occupant's personal property (unless such personal property is subject to Owner's lien rights) and leave the Premises clean. Occupant agrees that Owner may dispose of the personal property remaining in the Enclosed Space or Parking Space five days after the Rental Agreement ends.

14. Change of Address and Notices. Occupant will inform Owner in writing if Occupant changes his residence or alternate address within ten (10) days of the change. Change of address or telephone numbers cannot be effected through the listing of such information on return envelopes or checks. All notices required in this Rental Agreement shall be personally delivered or delivered by 1st class mail, to the last known address of the person being notified. Any notice will be considered to have been given when delivered to the United States Postal Service, properly addressed, with the correct postage.

15. Miscellaneous.

- (a) **Lock.** Occupant will provide and pay for Occupant's own lock for the Enclosed Space. Owner will not have a key or combination to the lock.
- (b) **Use of Electricity.** Owner may provide electricity to the Premises for Occupant's convenience in viewing and accessing stored goods only. Use of electrical appliances or equipment such as refrigerators, freezers, electrical power tools and the like on the Premises is strictly prohibited. Occupant shall turn off the lights when leaving the Premises. In the event electricity is used other than as above, Occupant shall pay an additional charge upon notice from Owner.
- (c) **Alterations.** Occupant will not make any alterations to the Premises unless Owner has given written permission and will keep the Premises in good condition.
- (d) **No Subletting.** Occupant will not rent the Enclosed Space or Parking Space to anyone else or allow another person to use the Premises.
- (e) **Access.** Occupant understands that Occupant's cost of renting the Premises is based on Owner's cost of operating the storage Property. Both of these costs are reduced if access to the property is limited to fixed hours. Occupant will have access only during the hours posted by Owner.

16. Entire Agreement; No Warranties. Except for the Rules and Regulations in paragraph 13, this Rental Agreement states Owner's and Occupant's complete agreement and replaces all other oral and written agreements between Owner and Occupant. Owner makes no promises as to the

condition, safety or security of the Property or of the personal property that Occupant stores in the Premises and Occupant agrees Owner has no obligation to increase or maintain safety or security at the Property. Occupant has inspected the Property and the Enclosed Space and/or Parking Space and agrees it is suitable for Occupant's use. This Rental Agreement may only be changed by a writing signed by Owner and Occupant.

DAYS PAST DUE:

[Late Fee] \$10.00 [10] days after Rent Due

[Lien Charge] \$5.00 [15] days after Rent Due

[Lien Sale Notice Fee] \$15.00 Lien Sale Fee

Total Amount per Month if Past Due: \$30.00 **INITIALS HERE** _____,

IN WITNESS WHEREOF, the parties hereto have executed this Lease/Rental Agreement the day and year first above written.

OWNER

OCCUPANT

Keg Room Storage

Property Manager

Make & Mail checks to:

KEG ROOM STORAGE

P.O. Box 1575
Oroville, CA 95965

You can also make a payment online at Kegroomstorage.com by scrolling to the bottom of the page.