



Rec-Out SoCal at Lake Perris

17801 Lake Perris Drive, Perris, California 92571

Rental Agreement

NOTICE: 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 THE 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 BUSINESS AND PROFESSIONS CODE.

1. AGREEMENT INFORMATION:

Occupant's Name: _____ Date of Agreement: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

CREDIT CARD PAYMENT OPTIONS

AUTHORIZATION TO CHARGE. Occupant hereby authorizes Owner to charge my monthly rent to my credit card as follows.

Card Type: MasterCard _____ Visa _____ Discover _____ AMEX _____ CVV# _____

Expiration Date: _____ Amount Charged Monthly: _____ Auto Billing Date: _____

By initialing here, _____, Occupant acknowledges that he/she does not wish to have his/her credit card charged each month for the rent charges on his/her storage space.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- SUBJECT: Owner licenses to Occupant that certain uncovered parking / storage space designated as # _____ (the "Space") located at the above-mentioned address (the "Storage Area") for Occupant to store only the following described personal property (the "Property"):
- Vessel/Vehicle/RV Year: _____ Make: _____ Model: _____
- TERM: License of the Space shall be on a month-to-month basis beginning _____. Either party may terminate this Agreement upon thirty (30) days written notice to the other at the address beneath each party's signature below. Occupant shall continue to be responsible for paying monthly storage fees until the actual date of termination of this Agreement.
- STORAGE FEE: The charge for the Space (the "Storage Fee") shall be _____ per month, along with a one-time, \$25 administrative setup fee.

The Storage Fee is payable in advance and due on the first day of each calendar month (the "Due Date"). If payment is more than 10 days late, Occupant shall pay Owner a "Late Charge" of twenty-five dollars (\$15.00) for each day past the tenth day, in addition to the normal Storage Fee. Payments shall be sent to Owner at the address indicated above. Occupant shall make any Storage Fee checks payable to "Rec-Out SoCal".

4. **ADDITIONAL RENTAL CHARGES:** Late rental payments or rent checks that are dishonored, cause owner to incur damages which are difficult to measure and not contemplated by this lease. Rent is due on the first day of each month and is considered delinquent on the day immediately following the first day of each month. If rent is not received by Owner by the tenth day following the due date, if Occupant's check is dishonored and returned, or if Occupant's space becomes subject to lien enforcement procedures under the Self-Service Storage Facilities Act, Occupant agrees to pay to Owner, as additional rent administrative charges as follows:

- Late Rent Charge (Commencing Day 11 of each month) - \$15 per day.**
- Pre-Lien Service Charge (If not paid within 20 days of due date) - \$25**
- Lien Status Service Charge (If not paid within 34 days of due date) - \$25**
- Dishonored (Bounced/Insufficient Funds) Check Charge (Upon notice from the bank) - \$40**
- Labor Charges (hourly rate) of \$75**
- Cleaning Fee if vacated and trash left - \$100, plus the cost of labor.**
- DMV Lien Fees - \$100**
- Environmental hazards clean up fee - \$250 & Up**

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if rent remains unpaid for twenty (20) days or longer. (California Business and Professions Code 21700 et seq.) 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 vessels, and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER, OR CASH. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice to Occupant that all future rent shall be paid by certified check, money order, cashier's check, or cash.

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, all in Owner's sole and absolute discretion.

5. **USE OF THE SPACE / SITE ACCESS:** Occupant shall always use the Space in compliance with the laws of California and only for the storage of the Property described above. There is no overnight use of the Property for any reason. Occupants shall not permit liens, charges or encumbrances placed on or levied against the Space other than liens, charges or encumbrances placed thereon by Owner or by persons claiming under or through Owner. Occupant shall not, without the prior written consent of Owner, permit the space to be used by anyone other than Occupant. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility only. Occupant shall use best efforts to limit Occupant's time during each entry at the Property to less than one hour.

The right to access the facility is granted to Occupant during normal business operating hours as prescribed below:

Off-Season: November through March: 6:00am – 5:00pm.

Peak Season: April through October: 6:00am – 7:00pm.

If Occupant is more than ten (10) days late with any monthly payments, access to the storage area will be denied until all outstanding fees/penalties are paid in full and account is current.

6. **RULES AND REGULATIONS:** Occupant shall comply with the Rules and Regulations that apply to the Storage Area, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Agreement (APPENDIX A). Any failure to comply with the Rules and Regulations that is not promptly corrected after notice from Owner shall be cause for immediate termination of this Agreement at the election of the Owner.
7. **MAINTENANCE AND REPAIR:** Occupant shall have no authority to make any alteration, addition, or improvement to the Space or to the Storage Area. Occupant will not perform vehicle or trailer maintenance of any kind on the Property. Occupant shall be entirely responsible for damage to the Space and the Storage Area caused by Occupant and his or her guests (collectively, the "Occupant Parties"), normal wear and tear excluded. If any Occupant Party causes any such damage and the repair is paid for by Owner, Occupant shall immediately reimburse Owner the amount of such repair, plus any interest thereon, PROMPTLY upon demand.
8. **INSURANCE:** Occupant shall be solely responsible and assumes all risk of injury to Occupant and all other Occupant Parties, the Property, other persons, and the property of others arising from or related to the storage or use of the Property at the Storage Area. It is Occupant's responsibility to procure and maintain, at Occupant's sole cost and expense, insurance covering injury and property damage to the Property resulting from the ownership, operation, maintenance and use of the Property, or the storage of the Property at the Storage Area.
9. **RISK OF THEFT, DAMAGE OR DESTRUCTION OF PROPERTY:** Occupant expressly assumes, and shall bear all risk of loss, theft, damage, and destruction of the Property while the Property is stored in or on the Storage Area.
10. **RISK OF HIGH WINDS, INCLEMENT WEATHER, AND EARTHQUAKES:** Occupant acknowledges that the Storage Area is in a region that is seasonally affected by high winds, fire, inclement weather, and earthquakes. Owner strongly recommends that Occupant obtain insurance coverage for the full value of Occupant's Property. Occupant expressly assumes all risk of loss or damage to the Property. Owner shall not be responsible for, and Occupant hereby releases Owner from any responsibility for, any loss, liability, claim, expense, or damage to the Property while stored at or near the Space or the Storage Area.
11. **RISK OF FLOOD DAMAGE:** Occupant acknowledges that the Storage Area is near the edge of a water reservoir that fluctuates seasonally based on water levels and weather conditions. If Owner is advised by agencies responsible for Lake Perris of a predicted change in water levels, Owner will endeavor to provide Occupant with advance notice so that Occupant may move their Property to a different location off-site. Thereafter, it is Occupant's sole responsibility to relocate the Property to such higher ground. Occupant assumes all risk of loss and all damage to the Property from flooding or rising water, and Occupant releases Owner from liability for any such damage to the Property.
12. **RETURN OF THE SPACE:** Upon termination of this Agreement, Occupant shall immediately return to Owner the Space in its original condition, reasonable wear and tear resulting from prudent and careful use being excepted.
13. **NO REPRESENTATIONS OR WARRANTIES BY Owner:** Occupant acknowledges and agrees that Owner has made no representation or warranty of any kind or nature whatsoever regarding the Space or the Storage Area. Owner MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS, OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SPACE OR THE STORAGE AREA. OCCUPANT WAIVES ANY CLAIM HE OR SHE MIGHT HAVE AGAINST OWNER FOR ANY LOSS OR DAMAGE TO THE PROPERTY. OCCUPANT HEREBY LICENSES THE SPACE "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY BY OWNER. Without limiting the foregoing, Owner shall not be liable for any direct or consequential damage arising from the use of the Space or the Storage Area.
14. **INDEMNIFICATION:** Occupant shall defend, indemnify and hold Owner and each of their respective owners, shareholders, partners, members, officers, directors, employees, representatives and agents (collectively, the "Indemnified Parties") free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, whether incurred by or made against the Indemnified Parties, relating, resulting from or in any way arising out of Occupant's storage, maintenance, use or disposition of the Property

and/or Occupant's license or use of the Space or the Storage Area (collectively, "Claims"). Occupant shall give Owner and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by Owner or any other Indemnified Party of the assertion of any Claim against any of them, Occupant shall be responsible for the defense thereof with attorneys acceptable to Owner and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Agreement.

15. **EVENTS OF DEFAULT:** The occurrence of any of the following events shall constitute a default by Occupant ("Event of Default"), authorizing Owner to terminate this Agreement and exercise any and all remedies allowed under this Agreement and under the law: (a) Failure of Occupant to pay fully when due any Storage Fee payment or other amount due hereunder; (b) Failure of Occupant to perform fully and timely any covenant, condition or obligation required to be performed by Occupant under this Agreement or any other agreement with Owner; or (c) Failure of Occupant to observe any of the applicable Rules and Regulations.

16. **REMEDIES:** If any part of the Storage Fee due from Occupant under this Agreement remains unpaid for fourteen (14) or more consecutive days after first day of the month for which the Storage Fee is due, Owner may, at Owners sole option, terminate this Agreement and the right of Occupant to use and occupy the Space by sending a Preliminary Lien Notice to Occupant, in the form provided by the California Self-Service Storage Facility Act, California Business & Professions Code 21703 et seq., specifying a date on which Occupant's right to use the Space will terminate unless all sums due are paid by Occupant before the specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, Owner shall have the right to deny Occupant further access to the Space and the Storage Area, remove any Property found therein to another location and enforce Owner's lien against the Property by sale of the Property in the manner provided by law. Owner reserves the right to reject any partial payment of the Storage Fee from Occupant and to accept only the payment of the full amount due. Owner may impose a lien on the Property and all other property Occupant has located in the Storage Area for all expenses incurred by Owner for the storage, preservation, sale, or disposition of the Property and all other property stored in the Storage Area. Further, Owners remedies as specified in this Agreement shall be in addition to, and not in lieu of, any other legal or equitable relief to which Owner would otherwise be entitled.

17. **ASSIGNMENT:** Occupant may not assign, sublease, or transfer this Agreement or the right to store any item in the Space. Owner may assign this Agreement and/or mortgage the Space in whole or in part without notice to Occupant. Each such assignee or mortgagee shall have all the rights, but none of the obligations, of Owner under this Agreement. Occupant shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Occupant may have against Owner.

18. **NO PROPERTY RIGHTS:** Occupant acknowledges and agrees that Occupant does not have and will not have or obtain any title to either the Space or the Storage Area nor any property right or legal or equitable interest therein, except its license right as Occupant hereunder and subject to the terms of this Agreement.

19. **HOLDING OVER:** Any use by Occupant of the Space beyond the term of this Agreement shall, at the option of Owner, be deemed an extension of the original Agreement term on a month-to-month basis, and all obligations of Occupant shall continue during such holding over. During any such holding over, Owner may terminate this Agreement and take possession of the Space upon demand after three (3) calendar days' prior written notice to Occupant.

20. **NON-WAIVER:** Owner shall not be deemed to have waived any breach of any of Occupant's obligations, conditions, or covenants under this Agreement except by a waiver in writing signed by Owner; and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Occupant's obligations, conditions, or covenants. Owners failure or neglect to exercise any remedy which Owner may have hereunder or any other acquiescence in the default of Occupant, including the obligation of Occupant with respect to which Occupant is in default; and Owner shall be entitled to pursue any remedy available to it under law until Occupant has rendered complete performance of all obligations of Occupant hereunder.

21. **NOTICE:** All notices required or permitted under this Agreement shall be sufficient if delivered personally or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party

may designate in writing to the other from time to time. Any such notice shall be effective forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

22. MISCELLANEOUS:

- a. If more than one person executes this Agreement as Occupant, all obligations hereunder to be performed by Occupant shall be the joint and several liability of all such persons.
- b. Wherever the context permits, Occupant's obligations under this Agreement shall survive the delivery and return of the Space hereunder.
- c. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Agreement.
- d. To the extent permitted by applicable law, Occupant hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
- e. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the charge, waiver, discharge or termination is sought.
- f. The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- g. As used herein, the term "Agreement" shall include all exhibits attached hereto.
- h. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity, and performances.
- i. Time is the essence hereof.

23. INTEGRATION: This Agreement represents the entire and complete agreement between Owner and Occupant with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings, and agreement relating to the subject matter of this Agreement.

I, [REDACTED] HEREBY RELEASE on behalf of myself, my heirs, representatives, successors, executors, and administrators Rec-Out SoCal its officers, managers, agents, employees, and the State of California from any cause of action, claims, or demands of any nature whatsoever including, but not limited to, a claim of negligence.

[REDACTED] (initials), I agree to hold harmless and/or indemnify and defend the State of California, Rec-Out SoCal and their officers, managers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from my use or my permission, express or implied, to use the assigned storage space.

By signing below, I agree to all the Terms and Conditions, Rules and Regulations, set forth in the rental agreement between myself and Rec-Out SoCal.

Occupant Signature: [REDACTED]

Date: [REDACTED]

REC-OUT SOCAL MUST BE NOTIFIED IMMEDIATELY OF ANY CHANGE OF PHYSICAL ADDRESS, EMAIL ADDRESS, OR PHONE NUMBER.