

# THORNTON ROAD SELF STORAGE

8627 Thornton Road, Stockton, CA 95209 (209) 476-9700

## 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. LEASE INFORMATION:

A. Date of Lease: \_\_\_\_\_ B. Storage Space No: \_\_\_\_\_ C. Approx. Unit Size: \_\_\_\_\_  
D. Access Code: \_\_\_\_\_ E. Administration Fee: \_\_\_\_\_ F. Rental Rate Per Month: \$ \_\_\_\_\_  
G. Occupant's Name(s): \_\_\_\_\_ Home Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Employer: \_\_\_\_\_ Work Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
H. Social Security #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

### NO REFUNDS OF UNUSED RENT WILL BE GIVEN.

PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON IN ADDITION TO YOURSELF TO WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. IF NONE, WRITE NONE AND INITIAL.

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**2. PARTIES AND DATE:** This Lease Agreement ("Lease") is entered into in duplicate, as of the date set forth above by and between *Thornton Road Self Storage* ("Owner") and the individual(s) named above ("Occupant"), for the purpose of renting space for the storage of personal property, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

**3. SPACE:** Owner agrees to let, and Occupant agrees to rent those premises described as a storage space at Owner's facility at *8627 Thornton Road, Stockton, California* ("Storage Facility"), the number of which is set forth in Section 1.B above ("Space"), on the terms and conditions of this Lease.

**4. TERM:** The term of this Lease shall commence as of the date set forth in Section 1.A of this Lease, and shall continue on a month-to-month basis.

**5. RENT:** Rent shall be payable in advance at the rate set forth in Section 1.F, on or before the monthly anniversary date as set forth in Section 1.A. Rent shall be delinquent if not paid monthly by the day immediately following the anniversary date. Rent payment shall be made to Owner at the address set forth in this Lease, or to such other place as Owner may designate in writing. Rent payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition to taking possession, Occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this Lease. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Lease, and all other terms of this Lease shall remain in full force and effect. No monthly statements or bills will be issued.

**6. ADDITIONAL RENTAL CHARGES:** Late rental payments, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this lease. Rent is due on the rental anniversary date of each month, and is delinquent on the day immediately following the anniversary date. 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 unit 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 PAYMENT CHARGES - CUMULATIVE

Late rent charge (if not paid within 10 days of due date)	15% or \$10.00;
(\$10.00 if rent is \$60.00 or less, and 15% if rent is \$60 or more)	
Pre-lien service charge (if not paid within 14 days of due date)	of \$10.00;
Lien Status service charge (if not paid within 28 days of due date)	of \$10.00;
Advertising service charge	of \$50.00;
Dishonored check charge	of \$20.00;
Labor charges (hourly rate)	of \$50.00;
Auction Inventory and preparation charge	of \$35.00;
Dump Fee	of \$100.00;
Inventory & Sale Fees (as documented)	

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. 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, that all future rent shall be paid by certified check, money order, cashier's check or cash. In the event, that owner accepts partial payment, Occupant agrees and understands that by accepting such partial payment, Owner waives none of its rights and may continue all lien enforcement proceedings against Occupant as if no payment was made, and continue such lien enforcement proceedings to their conclusion unless all past due amounts and costs incurred are paid in full.

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. Occupant agrees that if occupant is past due in making any/all payments, occupant's access hours will be limited to posted office hour

### INSURANCE IS YOUR RESPONSIBILITY. THIS STORAGE FACILITY DOES NOT INSURE YOUR PROPERTY!

**7. PERMITTED AND PROHIBITED USE OF SPACE:** Occupant agrees to use Space only for the storage of property wholly owned by Occupant. Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property. Occupant agrees not to store collectables, 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. 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. Occupant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may be withheld in Owner's sole discretion and, if such written consent is not obtained, the total value of Occupant's property shall be deemed not to exceed \$5,000.00. The provisions of this paragraph do not alter the releases of Owner's liability set forth in Section 9, nor constitute any admission that Occupant's stored property has any value whatsoever. Occupant shall not store any motor vehicle in space without the prior written consent of Owner. Occupant shall not conduct any activity in or around nor store any property in the Space which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur. Occupant is strictly prohibited from storing or using materials on the premises which are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity on-site which produces such materials. Occupant's obligations of indemnity as set forth in Section 10 herein specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. The rented premises shall not be used for operation for any business, for manufacturing or production or for human or animal occupancy. Pets shall not be brought on the premises or the surrounding property. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the space.

Occupant agrees not to leave trash or any other materials in or near Occupant's Space or on the property. Occupant agrees to reimburse Owner for any/all costs associated with removal and disposal of any debris, trash or any materials left in or near Occupant's Space. Occupant shall not make use of any electricity in the Space for refrigeration, heating or any other purpose whatsoever other than the single lighting fixture provided in the Hall, which shall be used only for the purpose of lighting the Space when Occupant enters the space.

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

X \_\_\_\_\_  
Occupant(s)

X \_\_\_\_\_  
"Owner" Thornton Road Self Storage

**THERE ARE ADDITIONAL CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY AS YOU ARE BOUND BY IT.**

**8. INSURANCE: OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY, OCCUPANT AGREES TO MAINTAIN, AT OCCUPANT'S EXPENSE, A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE WITH THEFT, VANDALISM, AND MALICIOUS MISCHIEF ENDORSEMENTS FOR THE FULL VALUE OF OCCUPANTS STORED PROPERTY. TO THE EXTENT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT SHALL BE DEEMED TO HAVE "SELF-INSURED" TOTALLY (I.E., NOT TO INSURE WITH ANY DULY LICENSED INSURANCE COMPANY) AND SHALL BEAR ALL RISK OF LOSS OR DAMAGE. THIS INSURANCE IS A MATERIAL CONDITION OF THIS AGREEMENT AND IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER, OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OR OCCUPANT AGAINST OWNER, OR OWNER'S AGENTS OR EMPLOYEES. OCCUPANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER FROM ANY EXPENSE, COST, OF DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUCH SUBROGATION, WHILE CERTAIN INFORMATION MAY BE MADE AVAILABLE TO OCCUPANT WITH RESPECT TO INSURANCE, OWNER AND OWNER'S AGENTS ARE NOT INSURERS, ARE NOT AFFILIATED WITH ANY INSURANCE COMPANY, DO NOT ACT AS ANY INSURANCE COMPANY'S AGENT, BROKER, OR SOLICITOR, AND DO NOT ASSIST IN THE EXPLANATION OF COVERAGE OR IN THE MAKING OF CLAIMS UNDER ANY INSURANCE POLICY.**

**9. RELEASE OF OWNER'S LIABILITY:** AS A FURTHER CONSIDERATION FOR THE USE AND OCCUPANCY OF THE SPACE, OCCUPANT AGREES THAT OWNER, HIS AGENTS, EMPLOYEES, AND ASSIGNS SHALL NOT BE LIABLE TO OCCUPANT HIS/HER AGENTS, GUESTS, LICENSEES, OR INVITEES 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 OR 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 RODENTS, INSECTS, WATER, FIRE, OR THE ELEMENTS OF WEATHER 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.

**10. INDEMNIFICATION:** Occupant 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 space and Storage Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in Section 9 of this Lease.

**11. NOTICES--CHANGE OF ADDRESS--CHANGE IN TERMS:** ALL NOTICES REQUIRED OR PERMITTED BY LAW, OR BY THIS AGREEMENT, MAY BE SENT TO OCCUPANT AT ANY OF THE ADDRESSES SET FORTH FOR OCCUPANT IN SECTION 1G OF 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, EITHER BY PERSONAL DELIVERY OR BY DEPOSIT IN THE UNITED STATES MAIL WITH FIRST CLASS POSTAGE PREPAID ADDRESSED TO OWNER AT THE ADDRESS GIVEN FOR PAYMENT OF RENT AND THE OWNER HAS ACKNOWLEDGED ITS RECEIPT IN WRITING. OCCUPANT AGREES THAT IF THE OCCUPANT FILES A POSTAL SERVICE FORM 3575, CHANGE OF ADDRESS ORDER, AND OWNER RECEIVES NOTIFICATION PURSUANT TO FORM 3575, OWNER MAY RELY UPON SAID NOTIFICATION AS EVIDENCE OF OCCUPANTS ADDRESS CHANGE. ANY OF THE TERMS OF THIS AGREEMENT MAY BE CHANGED BY OWNER BY WRITTEN NOTICE TO OCCUPANT SEVEN (7) DAYS PRIOR TO THE EXPIRATION OF ANY MONTH OF THIS TENANCY.

**12. CONDUCT:** Should occupant appoint another person(s) or organization(s) to enter the storage space, occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code is evidence of authority to enter occupant's space. All information provided by occupant on this lease is confidential and will not knowingly be disclosed to anyone without occupant's prior written consent, except for law enforcement purposes.

**13. CONDITION OF SPACE / REPAIRS -- COMMENCEMENT AND TERMINATION:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Owner on the commencement date of this Lease, reasonable wear and tear excepted. Occupant agrees to leave said storage Space broom clean and damage free. Occupant further agrees to remove all items from the space and agrees to reimburse Owner for any/all costs of emptying or repairing Space, which includes but is not limited to dump fees, labor, materials, and transportation. Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, or Occupant's guests or agents, or any wear and tear in excess of normal use during the term of the Lease shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies on default.

**14. ACCESS:** In the Owner's absolute discretion, Occupant's access to the Storage Facility and Space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the Storage Facility. Such measures may include, but are not limited to, limiting hours of operation, and requiring verification of Occupant's identity.

**15. OWNER'S RIGHT TO ENTER OR INSPECT:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to, police, fire, health or emergency response officials, access to the premises upon three (3) days prior written notice to Occupant.

In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health, or emergency response officials, shall have the right to remove Occupant's lock and enter the premises, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Owner's rights.

In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this Section.

**16. RULES:** Owner shall have the right to establish or change hours of operation or Occupant's access, or to promulgate rules and amendments, or amend existing rules and regulations for the safety, care, and cleanliness of 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 Owners' Rules now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of Rules and/or facility hours will be conspicuously posted at least seven (7) days prior to the effective date of such change. Hours of Operation and Access shall be posted at the entrance to the Storage Facility. Current Rules will be posted in the Rental Office.

**17. TERMINATION:** The tenancy of Occupant may be terminated by Owner or Occupant by the giving of seven (7) days' written notice to the other party. Rent is payable by Occupant to Owner for the entire thirty (30) day 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. In addition, upon nonpayment of the rent for fourteen (14) consecutive days, Owner may terminate this Lease upon fourteen (14) days' written notice pursuant to a Preliminary Lien Notice, as set forth in California Business and Professions Code Section 21703.

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

**19. SECURITY OF SPACE / LOCKS:** Occupant agrees to be solely responsible for providing such locks as Occupant desires for securing access to the Space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the Space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure the access to Occupant's Space. Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the Space has become insecure. The fact that Owner has taken measures to re-secure the access to Occupant's Space under this paragraph shall not alter the release of Owner's liability set forth in Paragraph 9 of this Lease, nor shall such measures be deemed conversion of Occupant's stored property.

**20. STORAGE SPACE SIZE:** Self Storage Space Sizes are used under nominal conventions only and do not reflect the actual dimensions of the space and are used for comparison purposes only. Spaces may be smaller or larger than actually quoted, conveyed or advertised. Occupant agrees that spaces are not rented by the square or cubic foot and rent is not based on square foot or cubic foot measurements.

**21. PASSWORDS AND CODES:** For purposes of this agreement, the password provided by Occupant in Section 1 of this agreement will be used to verify the identity of the Occupant if Occupant is not physically present. The password that Occupant selects is strictly personal. Occupant agrees that he/she is solely responsible for all use of passwords, gate codes or other security codes as part of this tenancy. Occupant is obliged to keep his/her passwords and codes secret and confidential. Any unauthorized use of the Occupant's passwords or codes shall be the sole responsibility of the Occupant and be deemed as his/her use. Any liability there from shall be that of the Occupant. Occupant has the absolute obligation to notify in writing the Owner in the event Occupant discovers the unlawful or unauthorized use of Occupant's passwords or codes.

**22. LOCK REMOVAL:** In the event that Occupant loses or misplaces any/all keys to operate Occupant's lock placed on Occupant's storage space, Occupant agrees that any/all locks can only be removed by Owner or by a duly licensed and bonded locksmith, licensed to operate in California. In any event, Occupant agrees to notify Owner of any lock removal event and agrees that Owner must supervise the removal of any/all locks or locking devices.

**23. MISCELLANEOUS:** Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.

**24. 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. 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.

Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly, such services performed by employee of Owner.

**25. LIMITATIONS ON ACTIONS TO BRING SUIT:** Any claims, suits or defenses to any action brought by Occupant which may arise out of this rental agreement or its preliminary negotiations, or out of the parties performances hereunder, or for the loss or damage to stored property shall be barred unless commenced by Occupant within one year after the date of the acts, omissions or alleged negligence given rise to such claim, suit or defenses.

**26. 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, and 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, or supplement is void.

**YOU MUST NOTIFY US IMMEDIATELY, IN WRITING ONLY, IF YOU CHANGE YOUR ADDRESS.  
IF YOUR RENT IS PAST DUE, YOUR ACCESS WILL BE LIMITED TO POSTED OFFICE HOURS.**