

CALIFORNIA SELF STORAGE RENTAL AGREEMENT

Stuart Tunick, doing business as Placerville Mini Storage, doing business as Gold Key Storage

4040 Stage Court Placerville, CA 95667

530-344-1234

Units # 131, C114 & C153

Welcome! The following information is for your reference. It contains some important suggestions and pertinent information about the policies of this self-storage facility.

This agreement dated \_\_\_\_\_ is between the County of El Dorado EDC/EMS-PREPAREDNESS (herein after referred to as "Occupant") and Stuart Tunick, doing business as Placerville Mini Storage, doing business as Gold Key Storage (herein after referred to as "Owner").

1. Your monthly rental fee for Unit 131 is \$183, Unit C114 is \$129.00, and Unit C153 is \$204 and is due on the first (1st) of each month, no invoice will be mailed. Electronic invoices can be sent to your email address at no charge.
2. Payments can be made in the office, via the facility website <https://placervilleministorage.com/> or the SSMC Spiderdoor cell phone app.
3. We provide the capability to automatically bill your credit card on a monthly basis at no charge.
4. If your payment is not received by day twelve (12) of the month, your gate access will be denied.
5. If your payment is not received by day fifteen (15) of the month, we will start the process for public auction.
6. A partial payment does not stop fees or official procedures. Any agreement between Occupant and management to extend payment dates or defer sale of goods must be in writing and signed by both management and Occupant to be binding.
7. A \$0.00 fee is automatically charged for all returned checks as well as a \$0.00 late fee. All future payments must be made by money order.
8. Occupant Insurance is a requirement. Your property must be insured., either by the SBOATI Policy offered at the site, or your own policy that provides coverage for offsite storage. We do not assume liability for the goods you store.
9. Do not use the rental unit for anything but dead storage. Do not store food. Do not store any flammable, explosive or illicit materials. The unit is to be used for storage only. Any violation will result in an eviction notice.
10. The storage unit must be vacated on or before the last day of the month for which rent has been paid and all terms and conditions of this agreement are met by the Occupant.
11. The storage unit must be broomed clean, emptied, and in good condition - subject only to wear and tear - and ready to re-rent.
12. Your lock must be removed upon termination of occupancy. Failure to remove lock will result in your being charged the next month is the unit is locked and not accessible by the site.

13. Planned gate hours are seasonal and will be posted at the site. Gate hours will vary throughout the year. The Occupant shall be granted 24/7 access to units 131, C114, and C153 since the County is responsible for emergency response activities and necessary supplies for this responsibility are stored in these units. This access will be granted when the County provides a copy of their Business License, General Liability Insurance, and Workers' Compensation Insurance.
14. Standard office hours are from 10:00(A.M.) to 6:00(P.M.), Tuesday through Friday. 10:00 (A.M) to 3:00 (P.M) Saturday. Management is on the property after hours for security reasons only.
15. We do not prorate when you vacate a unit. If your unit is occupied on the first (1st) day of the month, a full month's rent is due.
16. Only one lock is allowed per door latch. If more than one lock is found, the second lock will be removed, and you may be subject to a \$0.00 administration fee for the removal of that lock.
17. Do not follow someone through the gate without first putting in your access code. The gate may close on you, or you may not be able to exit.
18. Please leave aisles clear and do not block another Occupant's door or a fine may be added.
19. Delivery drivers are to be met promptly and are not to block the front driveway or gate under any circumstances. The storage office DOES NOT accept deliveries on your behalf.
20. It is your responsibility to update the office with any address changes and/or phone number change. Until we are notified in writing with your signature, the only valid address and telephone number will be from the signed lease. If both the mailing address and phone number are found to be incorrect at any time, the unit will be overlocked, gate code deactivated, and the eviction process started.
21. By signing this lease, you certify that you have not been evicted by another storage facility, nor auctioned off by a storage facility. If this is found to be false, the unit will be overlocked, gate code deactivated, and the eviction process started.
22. We strictly enforce all policies and conditions and do not make exceptions. The standard remedy for a rules violation is the unit will get overlocked, the gate code deactivated and eviction process started. Only access from that point would be a scheduled appointment during business hours to arrange for removal of your goods.

Occupant Initials: \_\_\_\_\_

Thank you! We appreciate your business and look forward to you having a pleasant stay with us. If we can be of further help, please let us know.

Occupant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Occupant Information**

**Name:** EDC/EMS-PREPAREDNESS

**Address:** 2900 Fair Lane Ct, Placerville, CA 95667

**Email:** hillary.crawford@edcgov.us

**Phone: (Home)** 530-621-6500                      **{Cell}** 530-621-7582 (Kristine)                      **(Business)**

**Company Name:** c/o Kristine Guth

**Driver's License# / State:** /

**Space, Rent, Fees & Charges**

Space#:	<u>131, C114, and C153</u>	Rent Due Date:	<u>1 day</u> of month
Rent:	<u>131 = \$183.00</u> <u>C114 = \$129.00</u> <u>C153 = \$204.00</u>	Admin. Fee:	<u>\$0.00</u>
Late Fee:	<u>\$0.00</u>	Bad Check Charge:	<u>\$0.00</u>
Pre Lien Charge:	<u>\$0.00</u>	Lien Letter Charge	<u>\$0.00</u>

\*GOVERNMENT OFFICES ARE EXCLUDED FROM ANY LATE AND/OR LIEN FEES

Placerville Mini Storage (hereinafter Owner) rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

**TERM:** The term of the tenancy shall commence on the date the agreement is executed and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, or money order. Owner may change the monthly rent or other charges by giving Occupant fifteen (15) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

**PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-service Storage Facility Act.

**CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address.

**SECURITY DEPOSIT:** No security deposit is in place at facility.

**ADDITIONAL FEE SCHEDULE:**

- \$0.00 Administration Fee (upon move in, non-refundable)
- \$0.00 Late Fee (10th day past due)
- \$0.00 Pre Lien Fee (15th day past due)
- \$0.00 Lien Fee (30th day past due)
- \$0.00 Lock Cut - Auction
- \$0.00 Advertising - Auction
- \$0.00 Inventory - Auction
- \$0.00 Auction Fee
- \$0.00 NSF- Dishonored check charge/Credit Card Reversals
- \$0.00 Gate violation
- \$0.00 Trash removal/dumpster violation

**CROSS COLLATERALIZATION OF SPACES:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

23. **GATE ACCESS REVOKED:** When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's gate access code. The Occupant shall be granted 24/7 access to units 131, C114, and C153 since the County is responsible for emergency response activities and necessary supplies for this responsibility are stored in these units. This access will be granted when the County provides a copy of their Business License, General Liability Insurance, and Workers' Compensation Insurance.

**TERMINATION:** Seven (7) days advanced written notice given by Owner or Occupant to the other party, prior to the expiration of any month of this tenancy, will terminate the tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages.

**USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles, or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. 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 liability set forth below.

**HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly 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 which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material 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.

Occupant Initials: \_\_\_\_\_

**INSURANCE OBLIGATION:** THE OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE. Occupant, at Occupant's sole expense, shall maintain an insurance 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 stored property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Occupant's 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, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

**INSURANCE ELECTION:** Occupant selects one of the following (Select Yes or No and initial below):

I agree to enroll in SBOA TI (Tenant Insurance).

Occupant understands that if this rental is completed using this locations tenant app, Occupant agrees and fully understand that the SBOA (Tenant Insurance) will be added to this lease agreement, regardless of the option selected below. Occupant does understand that Occupant can contact the management or go by the main office and provide Occupants insurance declaration page, showing proof that Occupant has insurance. Management can then remove the monthly insurance, starting the following month.

I have provided evidence of insurance from my insurance agent or company for my personal property and contents. I agree to keep the insurance in force during the time of my lease.

(Note: Insurance is required and added, if rental is performed using our mobile app. Occupant can provide insurance declaration page to management and required insurance can be removed at that time.)

INSURANCE COMPANY NAME: \_\_\_\_\_ POLICY#: \_\_\_\_\_

Occupant Initials: \_\_\_\_\_

Occupant agrees and understands that the SBOA TI policy can be cancelled at any time if Occupant provides evidence of third-party insurance coverage for its stored property. Occupant further consents to business communication by Owner and Insurer via phone, text, e-mail, and fax.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents, or employees.

Occupant Initials: \_\_\_\_\_

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

Occupant Initials: \_\_\_\_\_

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

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

**LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the storage facility.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents, or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents, or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

**NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents, or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

**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 acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

**SPACE SIZE APPROXIMATE:** Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

**NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

**DISABILITY ACCESS INSPECTION:** This facility has not been inspected by a Certified Access Specialist.

**AUTOMATIC PAYMENTS:** We provide the capability for you to have your payments made automatically, either by credit card, or debit card. Complete the following information to enroll in this program.

**Credit Card/Debit card** Type of credit card (Master Card or Visa)

Card Number \_\_\_\_\_

Expiration \_\_\_\_\_ Security Code \_\_\_\_\_

Name on Card \_\_\_\_\_

Billing Address \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

I hereby authorize Owner to automatically charge the above account for monthly rent charges incurred in connection with the rented storage units. I also agree to hold the aforementioned site harmless from liability as a result of its activities in connection with such transaction. I understand the rental payments for the storage unit(s) will be charged prior to the 5th of the month per the auto payment authorization agreement, for as long as the rental agreement is in effect. Authorization can be terminated at any time by written notice.

**Occupant Initials**

**ID VERIFY:** Owner will verify current contact information. If any is found to be falsely stated, this may result in the unit being overlocked and/or in eviction.

Do not sign this agreement until you have read it, including the provisions on all pages, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Sue Hennike, Assistant Chief Administrator Officer, Chief Administrative Officer, or successor.

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Occupant Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Owner Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

### Attachment - Rules and Policies

Welcome to Placerville Mini Storage The following information is provided for your reference and outlines the rules and policies to be followed.

- This is a non-smoking facility.
- Rent is due on the first day of each month. Invoices will not be sent. However, if an email address is provided an electronic invoice and reminder will be sent via email at no charge.
- **Occupant Insurance:** Occupant MUST have occupant insurance or provide proof of insurance or enroll in the facility office. Failure to carry insurance is a breach of the rental agreement.
- **Late Rent:** If your rent payment is not received by the end of the 10th of the month, your gate access will be denied.
- **Unit Overlocks:** If a payment is made outside of office hours, the overlock will not be removed until the next business day.
- Automatic payments are available and will be processed during set office hours.
- NSF Checks/Reversed credit card payments will result in a \$0 fee and going forward only money order or cash payments will be accepted.
- Checks are not to be postdated.
- **Moving Out:** Move-out payments must be made by money orders or cash. Checks and credit card payments will not be accepted. Refunds will only be issued for pre-paid full month's rent. Contact our staff early so we may assist you with any special needs.
- **Gate Hours:** The Occupant shall be granted 24/7 access to units 131, C114, and C153 since the County is responsible for emergency response activities and necessary supplies for this responsibility are stored in these units. This access will be granted when the County provides a copy of their Business License, General Liability Insurance, and Workers' Compensation Insurance.
- Absolutely no lock cutting devices are allowed on facility grounds.

- Customers are required to update any change in address or telephone numbers in writing. This policy is for your protection.
- Only one lock is allowed per door latch. If more than one lock is found, the second lock will be removed, and subject to a lock removal fee of \$0.00.
- Do not allow children to run or play on the storage property. Large vehicles such as motor homes, trucks, and vehicles pulling 5th Wheels or campers could place an unsupervised child at risk. Be safety conscious at all times.
- Pets must be on a 6' leash or less or confined to a carrier while on the facility. We like our pets healthy and unharmed. Pest Control Measures are periodical in effect on the premises that could endanger the pet.
- Absolutely no alcohol is to be consumed on the premises. Controlled Substances (Drugs) are not to be used or stored.
- Occupant shall not store any motor vehicle in Storage Space without Owner's written consent.
- Occupant is strictly prohibited from storing any food or using materials on the premises which are classified as toxic or hazardous under any governmental regulation. Occupant's obligation of indemnity as set forth specifically includes any cost, expenses, fines, or penalties imposed against Owner, arising out of storage or use of hazardous material by Occupant.
- Rented premises shall not be used for operation of any business, for manufacturing or production.
- Rented premises shall not be used for human or animal occupancy.
- Nothing is to be nailed or fastened to walls.
- Trash bins are not to be used to discard personal property that is unwanted, such as items formerly stored in the unit. It is to be used for small trash items (paper bags, empty beverage container). Any dumping of large items (i.e. chairs, mattress, TV, tire, paint cans, etc.) will result in the occupant being charged a minimum fee assessed of \$0.00 per item.
- No loitering on the site, at or in the unit.
- Doors are to remain opened while occupant is on site. Occupant visits are not to **exceed** two (2) hours.
- Recommendations
  - Place 2x4s underneath articles to be stored to prevent moisture damage
  - Place drip pans under vehicles to prevent oil spotting
  - Cover belongings with protective material (shower curtains, trash bags, drop cloths, etc)
  - Make sure your lock is secured before leaving the storage area. (If a unit is found unsecured, management will call the phone number on file and place a facility lock on unit until you come in during set office hours.)

Occupant Initials: \_\_\_\_\_ Date: \_\_\_\_\_