



## CALIFORNIA

**Moraga**  
**455 Moraga Rd. Ste F**  
**Moraga, CA 94556**  
**Phone : 925-643-2024 Email : moraga@5aspace.com**

**Moraga RENTAL AGREEMENT. YOUR RENTAL IS A MONTH TO MONTH TENANCY. YOU ARE SIGNING A LEGAL CONTRACT. PLEASE READ ALL PAGES.**

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 charges 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.**

- 1.) TERM THIS RENTAL AGREEMENT is executed this day between **Moraga** (Owner), and Occupant for the purpose of renting a certain space as herein described and with the express understanding that no bailment or deposit of goods for safekeeping is intended or created hereunder. Occupant hereby rents from Owner those premises described above and is herein referred to as "approximate size space". This is a month-to-month storage tenancy. Commencing on and continuing on a monthly basis until terminated. There is a onetime Data Processing fee of \$18.00. One-month minimum tenancy required: No Proration's.
- 2.) RENT RENT AND PAYMENTS: The current published rent is for one month, payable in advance of the day of the month. Occupant agrees to pay a \$10 late fee if more than ten (10) days late on current published rate for a unit with rent of Monthly Rent or less, and a \$15 late fee if ten (10) days late on a current published rate for a unit with rent of \$99.99 and a \$20 or 15% late fee if ten (10) days late on a current published rate for a unit with rent of or more (see item #21 on page 2 of this agreement); \$20.00 returned check fee for each returned check and a \$45.00 lien notification fee, as liquidated damages. Payments received after 5:00 PM will be posted on the next working day's receipts. Rent must be paid in full and NO Partial Payments will be accepted.
- 3.) TERMINATION & MODIFICATION Either party may terminate this rental agreement by giving written notice at least seven (7) days prior to the expiration of any rental month. Owner may modify any terms of this agreement including rent, by giving the same seven (7) days' notice. OCCUPANT AGREES THAT THEY HAVE READ AND UNDERSTAND THE VACATE ADDENDUM.
- 4.) RULES Occupant agrees to follow all of the Owners rules pertaining to the operation of the facility.
- 5.) LIABILITY Release of Liability - Occupant agrees that Owner, his agents and employees shall not be liable to Occupant for any loss or damage (a) to any stored property or (b) for injury or death as a result of Occupants use of the storage space or the premises, (c) or as a result of Occupant's friends, relatives or CO-workers visiting Owner's premises. Occupant agrees that they have read and understand the complete Release of Owner's Liability, item # 10.
- 6.) INSURANCE STATEMENT Occupant acknowledges that Owner does not provide insurance covering Occupant's stored property OCCUPANT WILL PURCHASE INSURANCE OR PROVIDE PROOF OF INSURANCE. Occupant agrees that they have read and understand the complete Insurance Paragraph, item # 12.
- 7.) NO WARRANTIES There are no warranties of safe-keeping, security, or suitability of the space, expressed or implied.
- 8.) DEPOSITS Occupant's security deposit is as stated in the receipt section of this agreement. This deposit may be refunded to Occupant within three weeks after termination of this agreement. In Owner's sole discretion, the deposit may be applied to any amount left owing by Occupant to Owner, or for any damages by Occupant to Owner's premises.

#### 9.) USE & OCCUPANCY; USES STRICTLY PROHIBITED

The space is to be used only for storage of personal or business purposes, and solely by Occupant. Occupant is strictly prohibited from storing, using, or bringing materials onto the premises or into the space, which are classified as hazardous or illegal materials. Neither the property stored, nor the manner of storage, shall be allowed by Occupant to constitute a fire hazard or nuisance, not to constitute a violation of any law or ordinance. Occupant's obligations of indemnity as set forth elsewhere in this agreement specifically include any costs, expenses, fines, or penalties imposed against Owner, or which may be imposed against Owner in any portion arising out of storage or presence, or alleged storage or presence, of any materials on the premises or in the space in violation of this paragraph by Occupant, or Occupant's agents, guests, or invitees. Property is stored under the sole supervision and control of the Occupant. Trash or other discarded materials shall not be allowed to be in or near Occupant's space, or on Owner's premises. Occupant agrees that in under no circumstances shall the total value of all the property stored in Occupant's space be deemed to exceed \$1,000. **Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to occupant.** The provisions of this paragraph do not alter the release of Owner's liability set forth in paragraph #10. Occupant may use the space as an office space only for the purpose of conducting business by telephone. There shall be no retail transactions or business with the public on a face-to-face basis. All costs of having a telephone installed and maintained within said space shall be arranged and paid for by Occupant, subject to Owner's written approval of the installation plan. Occupant shall not construct improvements to the space, shall replace all light bulbs and shall keep the space door open whenever Occupant is utilizing the space. Occupant has no right to use any portion of the facility premises for other than access to the rented storage space.

#### 10.) RELEASE OF OWNER'S LIABILITY:

(a) Owner and Owner's agents shall not be liable to Occupant for any damage to, or loss of, any property while located on the premises, or stored in the storage space, from any cause whatsoever, including, but not limited to; burglary, tire, water damage, Owner's agents or employees. (b) Owner and Owner's agents shall not be liable to Occupant for injury or death suffered by any person, including Occupant's invitees, occurring in or about the premises or storage space, or arising out of Occupant's use of the remises or storage space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions of negligence of Owner, or Owner's agents or employees.

#### 11.) SECURITY OF SPACE

Occupant agrees to be solely responsible for providing a lock to secure access to the space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such lock(s) are rendered ineffectual for their intended purpose from any cause, or the space becomes insecure for any reason, Owner may in sole discretion, but is not obliged to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. If measures to re-secure the space are taken by Owner, it shall not alter the limitations of Owners liability set forth elsewhere in this agreement, such measures shall not be deemed a conversion of Occupant's stored property. Occupant shall be solely responsible for any access to the space achieved by others, subject to all of the terms and limitations of this agreement, whether or not such access is achieved as a result of Occupant's intent. Upon instituting his rental agreement, Occupant must use one (1) lock per storage space. Occupant has 24 hours to secure space with his own lock. If a lock is not put on the space, Owner will use his own lock and will charge Occupant's account accordingly. Owner may temporarily place an Owner's lock over any lock provided by Occupant, with a notice for Occupant to contact the facility office. Owner may also place such a lock as a warning to Occupant that Owner's lien is about to be imposed due to lack of payment from Occupant. Occupant acknowledges that the placement of this lock is not a denial of access, but an attempt to establish communication, and agrees that Owner may over lock Occupant's storage unit for that purpose.

#### 12.) INSURANCE OBLIGATION

Occupant, at Occupant's sole expense, shall maintain a policy of insurance including fire, extended coverage endorsement, burglary, vandalism and malicious mischief, 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. 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 carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. Occupant acknowledges that they have read and understand paragraph 12.

#### 13.) INDEMNITY

Occupant will indemnify, hold harmless, and defend Owner for all claims, demands, actions or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use of the premises, or storage space, including claims based upon the active negligence of Owner, or Owner's agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any government agency with connection with any materials or property stored in Occupant's storage space.

#### 14.) WAIVER OF JURY TRIAL

Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action brought by either Owner against Occupant, or Occupant against Owner, or any matter arising out of, or in any way connected with this rental agreement, Occupant's use of occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any state law, statute or regulation.

#### 15.) CLAIMS OR SUITS

Any claims, suits, or defenses to any suit by Occupant that can arise out of this rental agreement, any communication that preceded this tenancy, any acts taken pursuant to any provision of this agreement by Owner, or for loss or damage to stored property from any cause, shall be barred unless Occupant commences an action within twelve (12) months after the date of the acts, omissions, or inaction that gave rise to such claims, action, suit or defense. This twelve (12) month limitation of actions is intended to apply to all claims, whether for injury or death, property damage or loss, breach of contract, or any form of injunctive or equitable relief whatsoever, against the parties to this agreement, or any of their agents, employees, successors or representatives.

#### 16.) INSPECTION

Owner may enter the space for the purpose 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 repairs to the interior, or to the door, or inspections by government authorities.

17.) ASSIGNMENT

Occupant shall not sublet nor assign the storage space, nor store property owned by others, without the written consent of Owner.

18.) ACCESSIBILITY

California Accessibility Notice: This self-storage facility has not undergone an inspection by a Certified Access Specialist (CASp)

19.) SUCCESSION AND VALIDITY

This agreement is binding upon the successors, assigns, and disclosed or undisclosed principals of the parties hereto. If any provision of this agreement is unenforceable for any reason, that shall not affect the validity of any other portion of this agreement. Any notice required by law or by this agreement, may be sent to Occupant at any of the addresses given by Occupant. Occupant is required to give Owner written notice of any change in any address given by the Occupant, and to obtain Owner's written receipt for such notice, in order for the change to be binding upon Owner. Any of the terms of this agreement may be changed by Owner, including rent, by the giving of written notice to Occupant seven (7) days prior to the expiration of any month of this tenancy.

20.) 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 Occupant is not relying, and will not rely, upon any oral representation made by Owner or any of Owner's agents or employees purporting to modify or add to this agreement in any manner, whether made before or after the execution of this agreement.

21.) AUTHORIZED ACCESS OF OTHERS TO YOUR UNIT

**Moraga** will take no responsibility for denying access to anyone having a proper access code, key and/ or combination to the lock on your space. Listing authorized persons will only help our Manager or Security Personnel verify that they have authorized business on the premises. Occupant agrees to be solely responsible for controlling access to their storage space.

22.) NOTICE

There is a "Late Fee" Law, Bill number AB 2263, amended in Assembly 5/10/00. The Law Amends Section 21702, to add Section 21713.5 to the Business and Professions Code, relating to California Self Storage facilities. **Effective 1/1/2001**, the Law provides that a late fee may be charged on the 10th day the rent becomes past due. This applies to the "Current Published Rate," not a discount or "Special" rate. The Law provides that \$10 late fee may be levied on a rental amount of \$60 or less, a \$15 late fee may be levied on a rental amount of \$61 to \$99, and a \$20 late fee may be levied on any rental amount of \$100 or more, or 15% of the current published rate amount over \$100, the choice of the self-storage company operator

23.) DISCOUNT RATE POLICY CHANGE DISCLOSURE

**EFFECTIVE: April 1, 2012** If you are on a discounted rate and your account goes delinquent, including if your payment by check or credit card has not been honored by your bank, your account may no longer qualify for the discount, rent will revert to rack rate. In the event that you pay your account when the rent is due for 2 consecutive months, your discount may be reinstated.

**IMPORTANT INFORMATION ABOUT YOUR LEASE AGREEMENT**

**INSURANCE IS A MATERIAL CONDITION OF THE LEASE.** INSURE YOUR ROPERTY. From Section 6 of lease agreement: OCCUPANT WILL PURCHASE INSURANCE OR OCCUPANT WILL SELF- INSURE. FROM SECTION 9 OF YOUR LEASE AGREEMENT: Occupant agrees that in under no circumstances shall the total value of all the property stored in Occupant's space be deemed to exceed \$1,000. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value occupant.

**HIGH COST OF NOT PAYING ON TIME - CALIFORNIA**

Once you have already received a late fee per Section 2 and Section 21 of your lease agreement, the following additional fees may apply. PAY YOUR RENT ON TIME AND AVOID ADDITIONAL COSTS.

1.	Loss of Discount up to 50% of Rent	
2.	Lien Notification Fee:	\$45.00
3.	Data Processing & Cut Lock	10.00
4.	Inventory fee <u>PLUS \$2 per cubic yard</u>	30.00
5.	Legal Notices	16.00
6.	Legal Advertising	20.00
7.	Cost of Selling Your Items: 20%	
8.	If you Oppose the Lien Sale	<u>\$180.00- \$195.00</u>
		\$301.00-\$316.00

THESE APPROXIMATE CHARGES CAN ADD UP TO OVER \$500.00 IN ADDITION TO YOUR RENT AND LATE FEE(S)....AND CAN ACCUMULATE TO AS HIGH AS \$800.00 PER UNIT IN SOME CASES.

NOTE: The above are only estimates and are subject to change due to escalating publication costs, difficulty in preparation of the unit for auction, and other pertinent expenses. \* In the event that your space gets auctioned for non-payment, you still are responsible for the remaining costs not covered by the amount received from auction. The outstanding balance amount will be turned over to a credit reporting agency. In the event that your space is sold for more than you owe, you will be entitled to a refund.

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**MOVE - OUT PROCEDURES**  
**VACATE ADDENDUM**

Dear Customer,

We at **Moraga** would like to take this opportunity to thank you for your business. We would also like to inform you that as an alternative to moving out of your current space, you may transfer to a smaller and less expensive unit. However, if this is inappropriate, it will be necessary to adhere to the following procedures prior to moving out. To assure proper calculation of any refund due to you and total release of responsibility from the space you rented, please use the following guidelines:

1. Seven days' advance written notice to project manager or assistant
2. Remove all goods from your space
3. Sweep space thoroughly
4. Remove lock
5. Have space inspected and vacate form signed by 5A Rent-A-Space personnel
6. Return to the office to complete and sign Vacate form

PLEASE NOTE: Failure to complete these instructions may result in additional charges against your deposit or refund that may be due to you.



**GREAT AMERICAN TENANT INSURANCE PROGRAM**  
*Offered by City Securities Insurance LLC, a Licensed Agent*  
**Personal Property Insurance Participation Form**

**Moraga**

**455 Moraga Rd. Ste F**  
**Moraga, CA 94556**

**925-643-2024**

As a condition of your lease, the tenant is required to insure their personal property for Fire and Extended Coverage perils including Burglary. The tenant may participate in the Great American Tenant Insurance Program from City Securities, Insurance LLC, a licensed agent. Neither the landlord nor the leasing agent is an insurance agent.

**LESSEE INFORMATION**

Unit #: \_\_\_\_\_  
 Lessee's Name(s): \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Lessee's Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Daytime Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Disc/Cylinder Lock:  YES  NO

**COVERAGE SELECTION** (Initial one box and complete the information)

[  ] **I AGREE TO PARTICIPATE IN THE GREAT AMERICAN TENANT INSURANCE PROGRAM**, from City Securities Insurance, LLC, The coverage from Great American is for goods you storage at this leased unit. Covered causes and losses include fire or lightning, sonic boom, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, falling objects, weights of snow, ice, or sleet, water damage, earthquake. The policy contains exclusions, limitations, definitions, and conditions. Coverage is in effect only in the event you pay the monthly cost listed below and you continue to pay monthly through the duration of your lease. I understand a portion of the cost I pay is applicable to the storage company's expense in collecting, accounting, and remitting payment to the Insurance Company.

Coverage: \_\_\_\_\_  
 Monthly Premium: \_\_\_\_\_  
 Type of Goods Stored:  Household Goods/Personal Property  
 Business/Trade Property (describe) \_\_\_\_\_  
 Vehicle, Boat/Trailer (describe) \_\_\_\_\_

All Insurance related questions and requests should be directed to: City Securities Insurance, LLC, 8900 Keystone Crossing, Ste. 300, Indianapolis, IN 46240. (317) 808-7177 (office), (317) 972-7101 (fax), storage@citysecurites.com

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

[  ] **I have content coverage of the type checked below.** A copy of my policy Declarations page is attached as evidence of coverage. I agree to keep coverage in force during the term of my lease.

Insurance Company Name: \_\_\_\_\_  
 Homeowners  Renters  Business  Owners  Other: \_\_  
 Policy #: \_\_\_\_\_ Limit \$: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Term: \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM FOR REQUIREMENT OF TENANT INSURANCE**

This Addendum for Requirement of Tenant Insurance (the “Addendum”) is entered into by and between the undersigned Tenant and Lessor and is intended to amend, supplement and supersede (to the extent inconsistent) that certain Rental/Lease Agreement dated by and between them related to the referenced Unit.

- 1. **Insurance mandatory.** You agree to maintain renter’s or casualty insurance covering all items stored in the above-reference space in the minimum coverage amount of \$\_\_\_\_\_ (if no amount is filled in, the minimum coverage amount is \$2,000). You will obtain insurance by (initial one):

\_\_\_\_\_ Purchasing renter’s or casualty insurance through our Facility Program (see and complete paragraph

4.)

\_\_\_\_\_ Purchasing renter’s or casualty insurance from an insurance company of your choosing. If you elect this option, you must provide us with written proof of insurance in compliance with this Addendum at or prior to move-in, and at any time we request further confirmation. You agree to require your insurance provider to provide notice to us at least 30 days prior to any cancellation, non-renewal, or other material change in your insurance policy. In the event that you fail to provide such written proof of insurance or in the event that such insurance has been cancelled, not renewed or materially changed, Lessor reserves the right to enroll you in the Facility Program (see paragraph 4.)

- 2. **Insurance acknowledgement.** Lessor is not a bailee and has no safekeeping duties for Tenant’s property at any time under any circumstance. **Lessor is not liable for loss or damage to property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Lessor or Lessor’s agents, theft by others, or any other cause, unless such is prohibited by law.** Any insurance maintained by Lessor is only for the benefit of the Lessor.
- 3. **Lessor is not liable.** You acknowledge that we provide no insurance for any item stored on the premises and are not responsible for loss or damage of any kind regardless of the cause of the loss or damage.
- 4. **Facility Program.** You acknowledge that we have informed you of any insurance program (Facility Program) that we may have available to you, which provides you with any opportunity to purchase renter’s or casualty insurance through our facility under a specialty license held by our facility, in which we directly offer you insurance from the following company: Great American Insurance Company. We do not own or manage this company and make` no guarantees or representations concerning the insurance or the services it provides. You acknowledge that you have been offered a brochure summarizing this company’s insurance product that constitute our Facility Program and elect to participate in the Facility Program. You acknowledge that you will owe an additional amount of per month in payment for such insurance.

**Tenant: Lessor:**

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Signature of Lessor’s Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date