



# VALLEY PREMIER STORAGE & OFFICE SUITES

[www.valleypremierstorage.com](http://www.valleypremierstorage.com)

(760) 488-6011

1402 W Pico Ave, El Centro, CA 92243

## SELF STORAGE RENTAL AGREEMENT

### Occupant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

( ) \_\_\_\_\_

Phone (Home)

( ) \_\_\_\_\_

(Cell)

(E-Mail) \_\_\_\_\_

Social Security # \_\_\_\_\_

Driver's License # \_\_\_\_\_

State \_\_\_\_\_

### Alternate Person

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Email Address \_\_\_\_\_

### Military Service

Are you or your spouse on active duty military service?

### Space, Rent, Fees & Charges

Space #: \_\_\_\_\_ Rent Due Date First Day of the month

Rent: \_\_\_\_\_ Admin. Fee: \$25.00 Sec. Dep. \$ \_\_\_\_\_

Late Fee: \$10.00 Bad Check Charge: \$25.00

Late Letter Charge: \$25.00 Lien Letter Charge \$25.00

Inventory: \$100.00 Advertising: \$100.00

NOTICE OF LIEN: Pursuant to the California Self-Service Storage Facility Act your 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 rent and other charges due remain unpaid for fourteen (14) consecutive days.

**LIEN NOTIFICATION By ELECTRONIC MAIL:** Lien notices may be sent to the occupant and to the alternate by electronic mail.

**OWNER'S RIGHT TO TOW:** Pursuant to the California Self-Service Storage Act, Owner also has the right to tow a vehicle, watercraft or trailer from the facility when rent and other charges are 60 or more days past due.

Valley Premier Storage, LLC, DBA: Valley Premier Storage & Office Suites \_\_\_\_\_ (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 indicated above 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 or by email at the postal address or email 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.

**ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.

**SECURITY DEPOSIT:** Occupant will pay in advance a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period during which the deposit is held. This deposit, less all expenses incurred by Owner for damage to or cleaning of the storage space, shall be returned to Occupant within 15 days after Occupant removes all stored property from the storage space. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement at the time Occupant relinquishes, abandons, or otherwise loses possession of the storage space. Owner reserves the right to require an additional security deposit when deemed necessary in Owner's sole discretion.

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

**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.

**GATE ACCESS REVOKED:** When rent or other charges remain unpaid for ten (10) consecutive days, Owner may revoke Occupant's access to the facility. Occupant will only have access to the space during office hours.

**TERMINATION:** Thirty (30) days advanced written notice given by Owner or Occupant to the other party will terminate this 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. There shall be no residential occupancy of the Space and Occupant shall not store food or any perishable items in the space. 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.

**Limitation of Value of 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. Occupant will be required to demonstrate proof of insurance before such increase will be granted. 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.

**INSURANCE:** Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's 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 insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

**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.

**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.

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement, the negotiations that preceded 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:** 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.

**COMMUNICATION:** Occupant understands that Owner and Occupant are entering into a business relationship. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner. Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence, cell phone and email box by automated telephone calls, texts or emails. Such automated calls or messages may be used for conveying important facility information, marketing or collection purposes.

**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.

**Do not sign this agreement until you have read it, including the provision on the other side, 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.**

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

\_\_\_\_\_  
On Behalf of Owner

\_\_\_\_\_  
Date

This is not a contract of insurance and the facility operator is not an insurance company.  
**Protection Agreement**

**Addendum to Valley Premier Storage Rental Agreement**

Tenant: \_\_\_\_\_

Space #:

Date:

This self-storage facility provides you with a basic level of service pursuant to the terms and conditions of the Valley Premier Storage Rental Agreement that you signed (hereinafter "Rental Agreement"). The Rental Agreement states your property is stored at your sole risk of loss or damage, the self-storage operator is not liable for loss of or damage to your stored property, and you must insure your property while it is on the premises.

**1. Customer Self-Storage Protection Agreement – Owner’s Limited Retention of Legal Liability:**

Limit	Additional Rent	Initial Choice
\$ 2,000	\$9	
\$ 3,000	\$10	
\$ 5,000	\$ 12	

In consideration of the payment as initialed above in additional monthly rent, Owner shall not require the release of liability for property damage as stated in the Insurance Paragraph of the Rental Agreement, up to the amount indicated above, and also does not require you to insure your stored property as otherwise required by the Rental Agreement.

Instead, Owner shall retain, rather than extinguish, its liability as imposed by law. The liability of the Owner under this agreement shall be limited to loss or damage that occurs as a result of the Owner's negligence or as a result of acts or omissions for which the Owner is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Loss or damage may be caused by but not necessarily limited to fire, smoke, theft, water damage or vandalism resulting from negligent operations of the facility operator.

**2. Limit:** The most the Owner will pay for loss or damage to your stored property under this Agreement is as initialed above. If the limit of this Protection Agreement exceeds the limit listed in the Rental Agreement, then the value of property stored by the Occupant may be increased to the limit of this Protection Agreement. Occupant agrees that any increases in the value allowed by this Agreement will not apply to the types of property described in Paragraph 3 below.

**3. Property Owner Will Not Pay to Repair or Replace:** The Owner will not pay for loss of or damage to property that is in the open and not in a locked fully enclosed self-storage space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any property you are not permitted to store under the terms of the rental agreement; collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, animals, stolen goods or contrabands.

**4. Mysterious Losses:** Owner will not pay for any losses resulting from unknown or mysterious causes.

**5. The Owner Will Not Pay for Damage to Occupant’s Stored Property Caused by any of the following:** flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; moths, insects, rodents or vermin in excess of \$500; mold, mildew, or wet or dry rot; terrorist attack, war or military action; earthquake or volcanic eruption; including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; nuclear reaction, radiation or radioactive, biological or chemical contamination.

**6. The Amount Owner Will Pay if there is a Loss:** For any single Owner's Liability Event, Owner will pay the lesser of the actual amount you reasonably pay to repair damaged item(s) or to replace lost or damaged items with property of similar quality. In no event will Owner pay more than the limit stated in paragraph 2.

**7. Failure to Pay Rent:** If rent is not received within 10 days of the due date, Occupant's participation in the Protection Agreement shall terminate and Owner shall not be liable for loss of or damage to Occupant's stored property from any cause whatsoever. At Owner's sole discretion, Occupant's participation in the Protection Agreement may be reinstated upon payment of all rent and other charges due and owing.

**8. Notification and Claims Filing Time Limits:** Notice of loss and/or damage must be made to the self-storage operator at the time of loss or damage to the tenant's property, or when discovered upon removing the property from the unit, whichever is the soonest. All claims must be submitted within 30 days of discovery to be honored. Tenant agrees to cooperate with the adjuster when filing a claim in order to ensure quick settlement. **Please visit [StorelocalClaims.com](http://StorelocalClaims.com) for claims handling and instructions. A tollfree number is provided on this site.**

**9. Participation Termination:** Customer may cancel participation in this plan upon ten (10) days written notice to Owner. Owner may cancel this plan upon thirty (30) days written notice to Customer.

**10. The Rental Agreement:** All terms and conditions of the Rental Agreement not specifically modified by this addendum are in effect and binding on both Owner and Customer and are incorporated by reference herein.

\_\_\_\_\_ (initial) I do not wish to participate in this Protection Agreement. I understand that Owner shall not be liable for loss of or damage to my stored property from any cause, including the Owner's negligence or other failures by the Owner to fulfill the legal obligations that would otherwise be applicable. I acknowledge that I am required to insure my personal property while it is on the premises.  
Homeowners/Renters Insurance Carrier \_\_\_\_\_  
Policy # \_\_\_\_\_

**NOTICE:** This limited retention of liability is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this Agreement. The Owner assumes this business risk on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.

Tenant Name: \_\_\_\_\_ Space #: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

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

Owner's Agent/Manager: \_\_\_\_\_

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





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## TENANT RULES

**By signing your Rental Agreement, you agree to abide by the following rules, which can be modified by us at any time, without advance notice.**

- 1. WE CLOSE PROMPTLY AT THE TIMES POSTED:** Plan your time carefully to finish moving in or out before gate closing.
  - 2. IN THE EVENT THAT YOU ARE LOCKED IN THE FACILITY AFTER NORMAL GATE HOURS AND IT IS NECESSARY FOR THE MANAGER TO BE CALLED TO OPEN THE GATE FOR YOUR EXIT, YOU WILL BE ASSESSED A \$100.00 FEE.**
  - 3. TRASH REMOVAL:** You must not leave any trash or unwanted items on our premises. Any unauthorized dumping of items will be subject to a **minimum fee of \$100.00**.
  - 4. HOLIDAYS:** The office will be closed and inaccessible on most major holidays. However, you will have gate access 365 days a year. Please plan ahead if you will be needing anything from the office during holidays. We are closed on the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Thanksgiving and Christmas.
  - 5. The facility is equipped with the Noke lock system.** This system provides an additional layer of security as compared to other lock systems and allows you to share keys via the app with others. While we do not recommend sharing your key, we caution you to only share with individuals you trust and if any theft or damage to the facility occurs as a result of a guest with whom you've shared your key, you will be held responsible.
  - 6. AUTHORIZED ACCESS:** If you require a person other than yourself to enter your storage unit, you must provide them with a key to your lock, your unit number and your gate access code, or Noke where applicable. In facilities that do not have gate access codes, your guest must sign in and out at the office. If you authorize someone to vacate your Space in your stead, please ensure the proper paperwork has been executed. See manager for details. We do not control who enters your space, you do!
  - 7. YOU ARE RESPONSIBLE FOR THE ACTIONS OF YOUR CHILDREN AND GUESTS:** Please bring only a reasonable number of guests to assist you and do not allow them to wander. **Animals must remain inside your vehicle.** The Space you have rented is designed for the sole purpose of storing items of personal property. **Our expectation is that you will remain on the property only long enough to add or remove stored goods. Therefore, we will not tolerate any loitering or unnecessary lingering.**
  - 8. SMOKING, ALCOHOLIC BEVERAGES, AND PROFANITY** is prohibited and are not tolerated on the premises. If you ignore this policy, you will be asked to leave. **A RESTROOM** is located on the property at or near the office.
  - 9. USE OF SPACE AND PREMISES: No food (human or animal) may be stored except sealed canned goods.** No painting, mechanical, fabrication, manufacturing, assembly or other related work is allowed. No hooks, screws, nails, or shelving shall be driven into or affixed to the walls or framework of the building or Space. No signs, advertisements, notice or lettering is allowed on any part of the Space. No public sales or any type of advertising may be conducted by anyone other than the Owner on any portion of the property. Make requests for repairs in writing to the Manager. No hazardous or toxic substances are allowed on the premises of the complex. See the Rental Agreement for greater details regarding such limitations.
  - 10. PARK YOUR VEHICLE** close to the side of the building nearest your Space when loading or unloading, and do not block driveways. Please be courteous to your neighbors. Turn off all hallways lights when you leave, where applicable.
  - 11. USE PALLETS** or other means of keeping stored goods away from direct contact with concrete floors and moisture. To protect from dust and the possibility of water damage, cover goods with plastic sheeting.
  - 12. LIFTS** (non-passenger elevators) **ARE FOR MOVING YOUR GOODS ONLY.** For your safety, do not attempt to ride the lifts. Anyone riding the lifts will be asked to leave.
  - 13. The Owner does not provide INSURANCE** for your stored items. You are required to provide insurance for your stored items and must provide proof of insurance to our manager. Tenant Protection in lieu of insurance is available for purchase, through our office, from Storelocal Protection.
  - 14. REMINDER: We do not regularly mail invoices.** We strongly recommend use of our FREE Auto Payment program to insure against late charges. You may elect to be mailed a monthly invoice for a \$1.50 monthly fee.
  - 15. A signed vacate notice is required 10 days prior to move out. Forms are available at the office. Remember to leave the Space broom clean, remove your lock, and notify the Manager you have done so.**
  - 16. We DO NOT issue refunds of partial rent. If you have paid for a full month's rent, you are welcome to stay until the end of your paid rental period. If you choose to vacate earlier, you are not entitled to a refund. This does not apply to any remaining full months which have been paid through our long-term prepayment programs, or when transferring to a new space with us, nor to refund of space deposit when the space is left in satisfactory condition.**
- EMERGENCIES:** Please notify the on-site Manager immediately. If a Manager is not available, call 760-554-3091.