



PO Box 2262, San Francisco, CA 94126
T: (415) 982-1508
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Storage Cube Rental Agreement

This Storage Cube Rental Agreement (this "Agreement") is entered into on _____ between ZipCubes Storage Corp. (the "Company") and the "Occupant", as identified below. This Agreement includes the Terms and Conditions attached as Exhibit "A." This Agreement shall serve as a master agreement between Occupant and the Company governing all storage cubes rented by Occupant from the Company on a month-to-month basis (referred to herein as a "Cube") and stored at the Company's self storage facility located at 200 California Ave, Treasure Island, San Francisco, California 94130 (the "Self Storage Facility").

1. Occupant Information

Name (First, Middle Initial, Last)	Mailing Address (Street, City, State, Zip Code)	Physical Address (Street, City State, Zip Code)

Home Telephone #	Work Telephone #	Other telephone #

Drivers License # (State)	Social Security #	Email address



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Alternate Contact. Please provide an alternate contact where lien notices delivered pursuant to the Self-Service Storage Facility Act (as defined below) may be sent.

(If none, please check the box). NONE

Name (First, Middle Initial, Last)	Mailing Address (Street, City, State, Zip Code)	Telephone #

Alternate Contact Email Address	
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- Term.** The term of this Agreement with regard to any Cube rented hereunder shall commence on the date the first Cube is delivered to the Occupant and continue to the last day of the current calendar month. Thereafter, the term of this Agreement shall automatically renew with regard to any Cube from the first of each month on a month-to-month basis until terminated by either party in accordance with this Agreement. The minimum rental period for any single Cube is 30 days.
- Storage Cubes and Charges.** Subject to the minimum rental period for a Cube, the Occupant may add or delete Cubes to or from this Agreement by signing delivery and re-delivery forms available from the Company. All Cubes shall collectively be charged as one Occupant account. Any delinquency in the payment of rent or other charges with regard to one Cube will result in a potential lien on all Cubes stored. It is understood that Occupant may not use every Cube supplied to Occupant, and that Occupant will not be charged for Cubes left empty and unlocked. Furniture pads may also be rented at the cost of \$2 per pad per month. If pads are not returned in the same condition as received, Occupant will be charged the cost of replacement.



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1	Rental rate per Cube per month (month to month)	\$79
2	Rental rate per Cube per month (3 month minimum)	\$69
3	Rental rate per Cube per month (6 month minimum)	\$59
4	Furniture Pads	\$2 per pad/month
5	Lock cut fee	\$10 per lock
6	Late rent charged per Cube if not received within fourteen (14) days:	\$10.00 if total monthly rent is \$60.00 or less
		\$15.00 if monthly rent is \$60.01 - \$99.99
		\$20.00 if monthly rent is \$100.00 - \$133.33
		15% of monthly rent if rent is over \$133.34
7	Charge for any dishonored check or draft from Occupant to Company	\$25 per occurrence

4. **72 hour Requirement.** Pursuant to the California Self-Service Storage Facility Act, found in the Business and Professions Code of the State of California (commencing with Section 21700) (the "California Self-Service Storage Facility Act"), the Occupant has the right to receive this Agreement and related disclosure materials at least 72 hours prior to receipt of the Cube(s). By initialing below, Occupant (check one box):
- knowingly and voluntarily waives such right
 - does not waive such right
- _____ (Occupant's initials).

If Occupant does not waive such right, please indicate the time and date of your receipt of this Agreement and the related disclosure materials below:

Date: _____
 Time: _____

5. **Contents.** Occupant represents and warrants that Occupant owns and is lawfully authorized to store the contents located in each Cube, that such contents are not subject



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to any liens, security interests, or other encumbrances, and that no "Prohibited Goods", as defined in the Additional Terms and Conditions, are located or otherwise stored within any Cube. The contents of each Cube subject to this Agreement shall be, at all times, loaded and padlocked solely by Occupant, and shall not exceed 2,000 pounds. The Cube contents and the condition and quality of such contents are unknown to the Company, except that Occupant hereby represents and warrants that such contents are:

Household Goods

Business Property and Records

Other (please describe):

- 6. Notice of Lien.** The Self Storage Facility is operated in accordance with the California Self-Service Storage Facility Act. **AS AUTHORIZED BY THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT, THE CONTENTS OF EACH CUBE STORED PURSUANT TO THIS AGREEMENT WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF THE COMPANY FOR UNPAID RENT AND OTHER CHARGES AND EXPENSES AND MAY EVEN BE SOLD BY THE COMPANY TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS.**

Lien Related Fees:

Pre-lien charge if rent not received within fourteen (14) days of due date of \$20.00; Lien notice charge (if rent not received within twenty-eight (28) days of due date of \$20.00. Fee of \$150, per account, for fees associated with sale of Occupant's goods will be assessed.

By executing this Agreement in the space provided, Occupant and the Company agree to be bound by all terms of this Agreement (which by definition includes the Additional Terms and Conditions attached hereto as Exhibit "A"), including, without limitation, the provisions that limit the Company's liability.

_____ (Occupant's Initials). By initialing this statement, Occupant acknowledges that Occupant has read and understands the provisions of the attached Terms and Conditions.



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_____ (Occupant's Initials). By initialing this statement, Occupant acknowledges that Occupant understands that the Company does not assume liability for stored goods, and that Occupant may, in Occupant's sole discretion and expense, purchase insurance from either the Company or independent insurance companies to protect against loss of the stored goods.

IF OCCUPANT IS AN INDIVIDUAL, SIGN BELOW

Occupant Signature _____

Print Name _____

IF OCCUPANT IS AN ORGANIZATION, SIGN BELOW

Print name of organization _____

Signature _____

Print Name _____

Print Title _____

For ZipCube Storage

By _____ Authorized Representative



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Exhibit "A" Terms and Conditions

1. **Delivery & Pick Up.** If Occupant selects delivery service, Company will deliver empty Cube(s) to, and pick up loaded Cube(s) from, the address designated by Occupant, provided such address is within the Company's service area, and Occupant will pay the applicable delivery charges as agreed upon by Occupant and the Company at the time of booking. Company will deliver and pick up the Cube(s) on the dates which are agreed upon by Occupant and the Company. Company will not be liable for any reason if (i) Occupant authorizes another person to access the Cube(s); (ii) Occupant authorizes Company to deliver the Cube(s) without Occupant's presence; or (iii) road, access, weather, or other conditions hinder or prohibit Company from timely delivering the Cube(s) despite Company's reasonable efforts. There shall be a \$99 charge for any unsuccessful delivery or pick up when Company is unable to complete such delivery or pick up because of errors or inadequacies in Occupant's instructions or because conditions within Occupant's control prohibit Company's performance. Company reserves the right to refuse to pick up any Cube that it believes: (a) exceeds the maximum weight limit of 2,000 pounds; (b) contains Prohibited Goods, as defined below; (c) has been moved since delivery; or (d) has had obstacles placed around it that would prohibit the safe movement of a Cube.
2. **Risk of Loss and Limitation of Company's Liability.** All property stored within a Cube shall be stored by Occupant at Occupant's sole risk. Occupant's stored property is not insured by Company against fire, theft, earthquake, vandalism, water damage, smoke, explosion, acts of God, or any other casualty, damage, or risk and Company assumes no liability for any losses resulting therefrom. Occupant acknowledges that Occupant is aware that insurance is available from Company or independent insurance companies to protect Occupant in the event of casualty, damage or risk to the stored property and that Occupant is solely responsible for obtaining any desired insurance at Occupant's own expense. To the maximum extent permitted by law, Company shall not be liable (whether in contract, warranty, tort or otherwise) to Occupant or Occupant's invitees, family, employees, agents or servants (i) for any personal injuries, property damage or loss from fire, theft, earthquake, vandalism, water damage, smoke, explosion, acts of God, or any other cause whatsoever, (ii) for any third party claim or for any indirect, incidental, special or consequential damages arising from any breach of express or implied warranty or from performance or nonperformance of any duty under this Agreement or otherwise (whether or not such performance or nonperformance involves negligence on behalf of Company or any of Company's agents, employees, or representatives), (iii) for any loss or damage to any stored property caused by shifting or movement of the stored property in the Cube(s) during transportation or shipping of the stored property to, from, or within the Self Storage Facility, or (iv) for any loss or damage caused by insects, moths, vermin, mildew, ordinary wear and tear, gradual deterioration, or mechanical or electrical malfunction of musical instruments, electronic components or appliances.



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3. **No Warranties.** Company hereby disclaims any implied or express warranties (including the implied warranty of merchantability), and disclaims guaranties or representations of the nature, condition, safety or security of the Cube(s) and the Self Storage Facility. There is no warranty that the Cube(s) or Self Storage Facility is fit for a particular purpose. Occupant hereby acknowledges that Occupant has inspected the Cube(s) and Self Storage Facility and hereby acknowledges and agrees that Company does not represent or guarantee the safety or security of the Cube(s) or the Self Storage Facility or of any personal property stored therein. Occupant understands that the agents and employees of Company are not authorized to make warranties about the Cube(s) or the Self Storage Facility, and Company's employees' and agents' oral statements do not constitute warranties, and shall not be relied upon by Occupant, nor shall any of said statements be considered part of this Agreement.
4. **Payment.** Occupant agrees that monthly charges are due in advance, without setoff or demand, on or before the 1st day of each calendar month and are to be remitted to Company at the Self Storage Facility, or at any other address designated by Company in writing. The following additional charges to those set forth in this Agreement will be assessed, as appropriate, and Occupant agrees to pay such charges if and when assessed: a late charge of \$15 per cube if any monthly charges are not received by the 14th day of each month; a \$25 charge for any dishonored check or draft from Occupant to Company; any and all charges assessed pursuant to Section 1 as a result of Company's inability to pick up the Cube(s); a \$20 charge for each lien notice sent; and a fee of \$150, per account, for fees associated with sale of Occupant's goods. The monthly rental fee and any other fees and charges under this Agreement are subject to change by Company upon 30 days advance written notice to Occupant.
5. **Maintenance.** Occupant agrees that Occupant will make no alterations to the structure of the Cube and will not nail, tack, screw or paint the walls of any Cube. Occupant understands that Occupant will be financially responsible for any repairs to the Cube arising from Occupant's misuse or neglect. Upon termination of this Agreement with regard to any Cube, Occupant shall remove all property from such Cube and return the Cube to Company in the same condition as delivered to Occupant.
6. **Occupant's Additional Obligations.** Occupant is responsible at its sole risk and expense to : (i) load and unload the Cube(s) (with contents not exceeding 2,000 pounds per Cube); (ii) cushion the contents of the Cube(s) against loss or damage (due to shifting or movement of the goods during transportation or shipment of the contents to, from, or within the Self Storage Facility); and (iii) padlock the Cube(s) with either a padlock purchased from Company or Occupant's own padlock having security equal to or better than the padlocks offered for sale by Company.
7. **Use.** Occupant agrees to use the Cube(s) only for the storage of property wholly owned by Occupant at a value not to exceed \$1,200 per Cube. Occupant agrees not to store in any Cube any Prohibited Goods as defined in this Agreement, and specifically acknowledges that Occupant has not stored any property having special or sentimental value to Occupant. Occupant waives and releases Company from any claim or liability for emotional or sentimental attachment/distress related to the loss, damage or destruction of any property stored in the Cube(s). Occupant shall not do or permit to be done any act that creates or may create a nuisance that may interfere with the use of the premises at the Self Storage Facility by other customers or Company.
8. **Prohibited Goods.** Occupant shall not store or permit to be stored any "Prohibited Goods" in any Cube. "Prohibited Goods" are defined as agricultural goods, food, valuable documents, currency, money, evidence of debt, jewelry, jewels, gems, watches, precious or semi-precious metals or stones, fragile items such as china,



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dishware, stemware, etc., furs, garments trimmed with fur, or similar valuables, other goods of high value, heirloom quality goods, sentimental or other articles whose values are special or difficult to ascertain or that by their nature cannot be readily replaced with a new article, live plants or animals, controlled drugs, firearms/ammunition, perishables, living or dead organisms, liquids, chemicals, fumigants, anything that can be damaged by freezing or hot temperatures or extremely high or low humidity, hazardous, toxic, radioactive, explosive, dangerous, incendiary or highly flammable or combustible materials or items, all materials classified as Class IV Commodities or High Hazard Commodities under the Uniform Fire Code, aerosol cans, alcoholic beverages, combustible metal products, glycol, linoleum products, oil based paints, pharmaceuticals, asphalt shingles, flammable solids, lacquers, lubricating or hydraulic fluid, any other liquids, flammable or hazardous substances, or other substances and materials whose storage or use is regulated or prohibited by Federal, state or local law, regulation, rule, or ordinance.

9. **Inspection.** Upon the request of Company, Occupant shall provide access to Company or its agents, or any representatives of the fire, police, sheriff or other law enforcement department, to enter any Cube for the purpose of inspection, repair, alteration, improvements, or to supply necessary or agreed services. In case of emergency or in the event the Company believes Prohibited Goods are being stored in a Cube, Company may enter a Cube for any of the above stated purposes without notice to or consent from Occupant. Company reserves the right to move the contents of a Cube to another Cube at the Self Storage Facility. Company may require Occupant to immediately remove any Prohibited Goods stored in a Cube.
10. **Rules and Access to Cube(s).** Occupant is entitled to access Occupant's Cube(s) with proper identification and two full business days notice to Company. Occupant is entitled to such access once a month at no charge; thereafter, Occupant will be charged for each additional time Occupant accesses Occupant's Cube(s) at the rate set forth in this Agreement. Company shall have the right from time to time to establish or change hours of operation or to promulgate amendments and make additional rules and regulations deemed reasonable by the Company, in its sole discretion, for the safety, care and cleanliness of the Self Storage Facility or for preservation of good order. Such measures may include, but are not limited to, limiting the hours of operation of the Self Storage Facility. Occupant agrees to follow all of the Company's rules now in effect or that may be put into effect from time to time. Current rules will be posted in the Company's office and will be made available to the Occupant upon written request.
11. **Occupant's Indemnity.** Occupant agrees that Occupant is liable for and shall indemnify, defend, and hold Company harmless from and against, and reimburse Company for, all claims, damages, costs, and expenses, including attorneys fees and costs (whether or not arising out of third party claims, including, without limitation, claims brought by any other customer of Company) which relate to personal injury, property damage or any other form of injury or damage (tort or otherwise) incurred or sustained by any person or entity, as a result or arising out of or caused by (i) any breach of any covenant or warranty, or the inaccuracy of any representation, made by Occupant in this Agreement or any addenda, document or exhibit attached to this Agreement, (ii) any contents stored in the Cube(s), whether or not such contents are Prohibited Goods, or (iii) Occupant's use of the Cube(s) or the Self Storage Facility or from any activity or work done or permitted to be done by Occupant in or on the Cube(s) or about the Self Storage Facility.
12. **Storage Termination/Re-Delivery Request by Occupant.** Occupant may terminate this Agreement with regard to any Cube and have such Cube re-delivered to Occupant by completing the re-delivery form available from the



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Company upon request and paying any and all amounts then due and owing under this Agreement with regard to such Cube (including delivery charges), and such termination shall be effective upon Occupant's payment of all charges due through the termination date and removal of all contents from the Cube(s). Re-delivery of the Cube(s) will be made pursuant to Section 15.

13. **Termination by Company.** Company may, at its option: (i) terminate this Agreement for any reason on seven days prior written notice to Occupant; or (ii) in the event Occupant fails to perform any of its obligations in accordance with the terms of this Agreement, including without limitation its obligation to timely pay rent and other charges with regard to any Cube, declare Occupant in default under this Agreement and terminate it immediately with regard to all Cubes by delivering Occupant written notice of termination. In the event Occupant breaches this Agreement by failing to pay rent or other charges, termination by Company shall be pursuant to and as provided in the California Self-Service Storage Facility Act, and Company may impose a lien on all personal property located in the Cube(s) at the Self Storage Facility for rent, labor, or other charges, present or future, incurred pursuant to this Agreement and for expenses necessary for the preservation, sale or disposition of any and all personal property stored in the Cube(s). To the extent that the proceeds from any lien sale of the stored property are insufficient to satisfy the full amount of the debt owed by Occupant to Company, Company may proceed in arbitration to collect any deficiency from Occupant by whatever legal means available. Company's remedies as specified in this Agreement are in addition to, and not in lieu of, any other legal or equitable relief to which Company would otherwise be entitled.

14. **Occupant's Obligations Upon Company's Termination.** In the event of any termination of this Agreement by Company, Company may require payment by Occupant of all rent and other charges then due and owing, including, without limitation, any re-delivery charges which may be applicable for re-delivery of the Cube(s) upon such termination. Upon receiving notice of such termination, Occupant shall promptly arrange for re-delivery of the Cube(s) at either the Self Storage Facility or another location specified by Occupant within Company's service area by completing the form available from Company, which re-delivery will be made pursuant to Section 15. If Occupant has not arranged for re-delivery of the Cube(s) within 10 days following the date of Company's termination of this Agreement, Company shall, in addition to all other remedies it has against Occupant, have the right at Occupant's sole cost and expense to immediately re-deliver the Cube(s) to Occupant at Occupant's last known address.



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15. **Re-Delivery of Cube(s)**. Occupant must execute a re-delivery receipt for any Cube re-delivered pursuant to this Agreement, prior to or at the time of re-delivery of the Cube(s) to Occupant. Re-delivery will be made, either at the Self Storage Facility or another location specified by Occupant in the re-delivery form within Company's service area, within 72 hours of the Company's receipt of the re-delivery form, provided such form is received by Company by 12 noon Monday through 12 noon Friday. The exact time for such re-delivery shall be subject to Company's delivery schedule. Company will not be liable for any reason if (i) Occupant authorizes another person to access or demand re-delivery of the Cube(s); (ii) Occupant authorizes Company to redeliver the Cube(s) without Occupant's presence; or (iii) road, access, weather or other conditions hinder or prohibit Company from timely redelivering the Cube(s) despite Company's reasonable efforts.
16. **Not a Bailment**. This Agreement is for the rental of the Cube(s) and storage space for each Cube. Occupant understands and agrees that this Agreement is not intended to, nor actually does, create a bailment. Company exercises neither care, custody, nor control over Occupant's stored property, except that Company may exercise such control as is necessary to enforce any and all liens, which may attach to such stored property in favor of Company, including without limitation any lien described in the California Self-Service Storage Facility Act.
17. **No Assignment or Sublease**. Occupant may not assign this Agreement, sublease all or any part of the Cube(s), or permit any other person to occupy or use all or any part of the Cube(s).
18. **Notices/Changes of Address**. Except as otherwise required by law, all notices required or permitted by law or by this Agreement shall be sent by mail and shall be presumed to have been received two (2) business days after mailing. Notices to the Company shall be sent to the Self Storage Facility and notices to Occupant shall be sent to Occupant's address(es) set forth in this Agreement. In the event that any of Occupant's address(es) given in this Agreement change, such change shall not be binding upon Company unless Occupant has given written notification of the change.
19. **Waiver**. Failure of either party to enforce any provision of the Agreement shall not be construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Agreement. The waiver by Company of Occupant's breach of any term or condition of this Agreement does not constitute a waiver of any subsequent breach.
20. **Severability**. If any term of this Agreement is held by an arbitrator to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect.
21. **Effect on Heirs and Assigns**. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators and permitted assigns of Occupant and Company.



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22. **General.** The terms of this Agreement shall be governed by the laws of the State of California. This Agreement contains the entire agreement between Occupant and Company with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations or discussions, whether oral or written, of the parties. Neither this Agreement nor any attachment or exhibit hereto may not be modified except in writing signed by Occupant and an authorized representative of Company.

23. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by final and binding arbitration held in City and County of San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that notwithstanding anything in such rules to the contrary or as allowed by California law, no exemplary or punitive damages may be awarded in any arbitration proceeding held pursuant to this Section. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of California for this purpose. **OCCUPANT UNDERSTANDS THAT, BY AGREEING TO ARBITRATION, OCCUPANT WAIVES OCCUPANT'S RIGHT TO A TRIAL BY JURY; UNDERSTANDS THAT THE CIRCUMSTANCES UNDER WHICH ARBITRATION AWARDS MAY BE REVIEWED BY A COURT OF LAW ARE EXTREMELY LIMITED; AND UNDERSTANDS THAT NORMAL RULES OF DISCOVERY AND EVIDENCE DO NOT APPLY TO ARBITRATION PROCEEDINGS.**

Occupant's Initials: _____