

SELF-SERVICE STORAGE RENTAL AGREEMENT (3/14)

Locker

This Agreement is made on _____ (date), at Alpine, CA, between **Crown Hills Community Association** ("Owner") and _____ ("Occupant").

["Occupant" **MUST** reside in Crown Hills. If Occupant, while renting a Storage Space, moves from Crown Hills residence, they must inform the Owner and agreement will be terminated.]

1. **Lease Term.** Owner rents to Occupant and Occupant hires from Owner the self-service rental storage space described as _____ in the RV/Storage Lot, located on Larkspur Drive, in Crown Hills. The lease term begins on _____ and continues from month to month thereafter. Either party may terminate this Agreement at any time by giving the other party written notice of intention to terminate at least 30 days in advance of the termination.

2. **Rent.** Occupant agrees to pay \$ _____ rent per month, payable in advance on the first (1st) day of each month. Rent is payable to Owner at the address set forth in Paragraph 28 of this Agreement, or at any other address designated by Owner in writing. Service charges (late fees) will be assessed, per Paragraph 18.

3. **Security Deposit.** Occupant has deposited **\$100.00** as security. Owner may use any amounts from that deposit that are reasonably necessary to remedy Occupant's defaults in the payment of rent or to repair damages caused by Occupant. If applied toward rent or damages during the term of this Agreement, Occupant agrees to reinstate the total security deposit on five days written notice to Occupant. On termination of this Agreement, the balance, if any, of the security deposit will be mailed to Occupant at Occupant's last known address within 14 days after Occupant surrenders the premises.

4. **Use and Maintenance of Space.** Occupant will be assigned specific space for storage of Occupant's personal property. Occupant must use the assigned space solely for the purpose of storing Occupant's personal property. Occupant may not use the space for long-term residential use; as an office, workshop, or studio; for the storage of flammable material or explosives; for the keeping of live animals; for storage of inoperable vehicles, or for any unlawful purpose. Occupant may not permit the accumulation of refuse, or dispose of liquid or other waste, in or about the space, nor cause or permit any nuisance or other condition or act that may interfere with the use of the surrounding premises by other Occupants or Owner.

5. **Not a Bailment.** This Agreement is for the rental of storage space only. OCCUPANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS NOT INTENDED TO, NOR ACTUALLY DOES, CREATE A BAILMENT.

6. **Access.** The space is available for access by Occupant twenty-four (24) hours per day, seven (7) days per week, unless beyond owners control. Owners retain a duplicate locker key in the office for use in an emergency. Occupant cannot change lock without Owner's permission and providing Owner with a duplicate key. Entry Access Fobs will be restricted when Occupant becomes more than 30 days delinquent in dues or rental payments.

7. **Sublease or Assignment.** Occupant **may not** assign this Agreement, sublease all or any part of the space, or permit any other person to occupy or use all or any part of the space. Any attempted assignment or sublease in violation of this paragraph, at the option of Owner, terminates this Agreement and the right of Occupant to use and occupy the space.

8. **Risk of Loss.** Occupant bears all risk of loss or damage to any property stored in the space. Owner will not provide insurance for any property stored in the space and is not responsible for any damage to or loss of the stored property, whether caused by fire, water, earthquake, liquefaction, theft, or any other risk.

9. **Access Fob.** Owner will supply Entry Access on only one Fob to open the gate into the Storage Lot, which the Occupant will retain. Occupant agrees not to duplicate the Fob, by any means. Occupant agrees that a \$25.00 replacement fee will apply, in the event of a lost Fob, regardless of the cause of the loss. Owner will terminate Access on entry Fob of Occupant on termination of this agreement.

10. **Termination after Destruction or Damage to Space.** If the space is destroyed or damaged to the extent that it is no longer usable during the term of this Agreement, from any cause other than the conduct or negligence of Occupant, either Owner or Occupant may cancel this Agreement immediately, effective on delivery of written notice to the other party. In the event of cancellation, Occupant's obligation to pay rent terminates immediately; however, Occupant remains liable for any unpaid rent due for occupancy of the space before the date of the destruction or damage.

11. **Tennination for Breach of Agreement.** The failure of Occupant to comply with any term or condition contained in this Agreement constitutes a breach of this Agreement. In the event that Occupant breaches this Agreement by failing to comply with any term or condition, other than by nonpayment of rent, Owner may, at Owner's sole option, immediately terminate this Agreement. The waiver by Owner of Occupant's breach of any term or condition of this Agreement does not constitute a waiver of any subsequent breach.

12. **Termination for Abandonment.** On Occupant's apparent abandonment of the space, Owner may, at Owner's option, forthwith enter into and take possession of the space, change the lock, or locks to the space, if any, cancel the Occupant's entry Access Fob,

and deny Occupant further access to or use of the space, all without notice to Occupant. Owner's entry after apparent abandonment immediately terminates Occupant's right to use and occupy the space.

13. **Termination for Nonpayment of Rent.** If any part of the rent due from Occupant under this Agreement remains unpaid for **fifteen (15) consecutive days**, Owner may, at Owner's sole option, terminate this Agreement and the right of Occupant to use and occupy the space by sending a preliminary lien notice, in the form provided by law, to Occupant at Occupant's last known address and to any alternative address specified in Paragraph 15, specifying a date on which Occupant's right to use the space terminates unless all sums due are paid by Occupant before the date specified in the preliminary lien notice. If Occupant fails to pay the full amount due by the date specified in the preliminary lien notice, Owner is entitled to deny Occupant further access to the space, and Owner may enter the space, remove any property to a place of safe-keeping, and enforce Owner's lien against that property by sale of the property in the manner provided by law. (NOTE: Per Section 2.2 of Association Rules, if you are a homeowner in Crown Hills, all monies received by the Association will go first for any assessment delinquency, and then to other obligations. If you are delinquent in your assessments, this rental space agreement may be terminated for non-payment, even if the rental space payment is received)

14. **Lien against Occupant's Property.** As authorized by the California Self-Service Storage Facility Act, if any part of the rent due from Occupant under this Agreement remains unpaid for fifteen (15) consecutive days, Occupant's stored property will be subject to a claim of lien for unpaid rent and other charges. The stored property may be sold to satisfy the lien if the rent or other charges due remain unpaid for thirty (30) consecutive days.

15. **Alternative Address.** TO OCCUPANT: PURSUANT TO THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT [BUSINESS AND PROFESSIONS CODE SECTIONS 21700-21716], YOU ARE REQUESTED TO GIVE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM THE PRELIMINARY LIEN NOTICE AND THE SUBSEQUENT NOTICES REQUIRED TO BE GIVEN UNDER THE ACT MAY BE SENT. IF YOU GIVE THE NAME AND ADDRESS OF ANOTHER PERSON AS REQUESTED, NOTICES WILL BE SENT TO YOU AT YOUR LAST KNOWN ADDRESS AND TO THE PERSON DESIGNATED BY YOU AT THE ADDRESS DESIGNATED BY YOU. IF YOU DO NOT GIVE THE NAME AND ADDRESS OF ANOTHER PERSON, NOTICES WILL BE SENT ONLY TO YOU AT YOUR LAST KNOWN ADDRESS. YOUR FAILURE TO PROVIDE AN ALTERNATIVE ADDRESS DOES NOT AFFECT THE OWNER'S REMEDIES UNDER THIS AGREEMENT OR UNDER ANY OTHER PROVISION OF LAW.

INITIAL ONE OF THE FOLLOWING:

☐ I do not wish to give an alternative address.

☐ I wish to give the following alternative address:

Name of person to which notices may be sent: _____

Street address: _____

City, State, and Zip Code: _____

16. **Rights of Owner on Termination.** On termination of this agreement, Owner may, at Owner's option, enter the space and remove all personal property; clean and repair the space; replace the lock and keys; and exercise any and all rights otherwise available to an Owner of a self-service storage facility pursuant to law. Further, Owner may impose a lien on all personal property located in the space for rent, labor, or other charges, present or future, and for all expenses incurred for the storage, preservation, sale, or disposition of any and all property stored in the space. Owner's remedies as specified in this Agreement are in addition to, and not in lieu of, any other legal or equitable relief to which Owner would otherwise be entitled.

17. **Accrual of Rent after Default.** If Owner elects not to terminate this Agreement on any breach or default by Occupant, all rent and other sums due under this Agreement continue to accrue.

18. **Service Charges.** Occupant agrees to pay Owner a monthly service charge equal to fifteen dollars (\$15.00) on all lease accounts that are delinquent for fifteen (15) days or more, for the purpose of deferring expenses and costs related to additional record-keeping, accounting, billing, and other additional measures necessary or appropriate to control and collect payment. In addition, for each check that is returned to Owner unpaid, Occupant agrees to pay Owner a service charge equal to twenty-five dollars (\$25.00).

19. **Notices.** All notices required or permitted to be given under this Agreement must be personally served or mailed by certified United States mail, return receipt requested, postage prepaid, to the parties at their addresses stated in Paragraph, 28 below, or any other address subsequently furnished in writing to the other party. All notices must be similarly sent to any other person whose name and address are set forth in Paragraph 15. Both parties are entitled to rely on the currency of the addresses set forth in Paragraph 28 below, unless notified otherwise in writing. Any notice mailed in accordance with this paragraph will conclusively be presumed to have been received within two business days after mailing.

20. **Attorney's Fees.** If any action is instituted in a court to enforce this Agreement or any provision of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and all costs of the suit from the other party, in addition to any other relief to which the prevailing party may be entitled.

21. **Non-waiver.** Failure of either party to enforce any provision of this Agreement is not construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Agreement.

22. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement remains in full force and effect.

23. **Effect on Heirs and Assigns.** This Agreement is binding on and inures to the benefit of the heirs, executors, administrators, and assigns of Owner and Occupant.

24. **Time of the Essence.** Time is of the essence of this Agreement.

25. **Entire Agreement.** This Agreement contains the entire agreement between Owner and Occupant with respect to the subject matter of this Agreement. Any prior agreements, promises, or negotiations, whether oral or written, that are not expressly set forth in this Agreement are of no force or effect.

26. **Modification.** This Agreement can be modified only by a writing, signed by both Owner and Occupant. Any purported oral modification of the terms of this Agreement is of no force or effect.

27. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the state of California.

28. **Addresses.** The mailing addresses of the parties are as follows:

Occupant: Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Additional Address: _____

City, State, Zip: _____

Occupant: _____
(Signature) (Date)

Lot Number: _____ Email Address: _____

Date of Fob activation: _____ Date key given: _____

Date of Fob deactivation: _____ Date key returned: _____

Owner: Crown Hills Community Association
C/O Professional HOA Consultants, Inc. (PHOAC)
8181 Mission Gorge Rd., Ste. E
San Diego, CA 92120-1600

Owner: _____
(Signature of Agent) (Date)

Return and Inspection of Space:

Owner or Agent: _____ Date: _____