

RENT DUE ON THE 1ST OF EACH MONTH



RENTAL AGREEMENT

(Month to Month Occupancy)

Date _____
Month/Day/Year

Monthly Rent _____

Insurance _____

Storage Space _____

NAME	CUSTOMER NO.	PAYMENTS COLLECTED		
RESIDENCE ADDRESS		RENT/PRORATION		
CITY ZIP		INSURANCE/PRORATION		
PHONE		ADMINISTRATIVE FEE		
BUS. PHONE		MOVING AIDS/ MERCHANDISE		
CELL PHONE		E-MAIL	LOCK	
DRIVER'S LICENSE NO. STATE		OTHER PERSONS AUTHORIZED TO HAVE ACCESS:	STATE TAX	
SOCIAL SECURITY NO.	NAME PHONE NO.	TOTAL DUE		
HOW DID YOU HEAR ABOUT US?	NAME PHONE NO.	CASH		
		CHECK NO.		
		CREDIT CARD		
		TOTAL PAID		

NOTICE OF LIEN: 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. Such actions are authorized by the California Self-Service Storage Facility Act, Business and Professions Code, commencing with Section 21700.

ALTERNATE PERSON AND ADDRESS: Please provide the name and address of another person to whom preliminary lien notice and subsequent notice may be sent:

Name: _____

Street Address: _____

City / State / Zip Code _____

Telephone: _____

This Rental Agreement is made and executed in duplicate at the above address hereinafter referred to as the "Premises" on the date first above between A-American Storage Management Co., Inc., a California corporation d/b/a A-American Self Storage (hereinafter "Owner"), and the above-named individual, individuals, or company (hereinafter "Occupant").

1. DESCRIPTION. Owner leases to Occupant and Occupant leases from Owner unit # _____ (collectively referred to herein as the "Space") as noted above located on the Premises. Occupant is only renting the storage space herein and is not renting any part of the land and/or building or improvements upon which such storage space is located. Occupant agrees and understands that access to the Space shall be limited to the hours posted, and that such hours may vary from time to time at Owner's discretion without prior notice to Occupant. Occupant acknowledges that it has received a copy of, and agrees to abide by, all rules and regulations made by Owner, as the same may be amended from time to time, which rules and regulations are by this reference made a part of this Rental Agreement.

2. TERM. The term of Occupant's tenancy for the Space shall commence on the date this Rental Agreement is executed, and shall continue thereafter on a month-to-month basis beginning on the first day of the calendar month immediately following such execution date.

3. RENT. The initial rent shall be the amount stated above. Rent is due on the first day of each calendar month, in advance, without demand, set-off or deduction of any kind. Owner reserves the right to require that rent and other charges be paid in cash or by certified check or money order. Owner may at any time or times increase the monthly rent or other charges by giving Occupant written notice, at the address stated in this Rental Agreement, at least seven (7) days before the end of any calendar month. Any such increase shall take effect on the first day of the following calendar month. If Occupant has made advance rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

4. ADMINISTRATIVE FEE. Upon execution of this rental agreement, Occupant will pay a non-refundable Administrative Fee of \$15.00.

5. TERMINATION. Owner or Occupant may terminate this Rental Agreement, effective as of the end of any calendar month, by delivering to the other party a written notice of termination at least seven (7) days prior to the end of such calendar month; provided, that Owner may at its election terminate this Rental Agreement upon immediate written notice to Occupant if Occupant violates any of its obligations of this Rental Agreement. Upon any termination of this Rental Agreement, Occupant shall leave the Space in good, broom-swept clean condition, and Occupant shall be responsible for all damages to the Space or the Premises caused in any manner by Occupant's occupancy.

6. LATE CHARGES AND OTHER FEES. Occupant agrees to pay Owner a \$ _____ late fee charge for each month that rent is not received before the tenth (10th) day after the due date. Occupant agrees to pay Owner a bad check fee of \$25.00 plus all bank service charges for any dishonored check. Late rental payments and dishonored checks cause Owner to incur damages which are extremely difficult to calculate and Occupant agrees to pay these fees as additional rent to compensate Owner for these costs.

Occupant agrees to pay Owner, as additional rent, administrative charges as follows:

Dishonored check charge:	\$25.00
Preliminary Lien status charge:	\$20.00
Lien status charge:	\$20.00

The receipt of a check shall not be considered payment.

Any other costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional rent, and may be demanded by Owner of Occupant at any time or waived, all in Owner's sole and absolute discretion.

7. DENIAL OF ACCESS. When rent or other charges remain unpaid for ten (10) consecutive days Owner may deny Occupant access to rented space.

8. ACCEPTANCE OF SPACE. Occupant acknowledges that he has examined the Space and the common areas of the Premises, and that same are satisfactory for all purposes for which Occupant shall use same. Occupant hereby accepts the Space as being in good condition and repair. Occupant will immediately notify Owner of any defect in the Space, but Owner shall have no obligation to repair same or to maintain the space in any manner whatsoever. Occupant will keep the Space in good condition and will pay or reimburse Owner for any repairs necessary due to negligence or misuse while under Occupant's control or otherwise arising from Occupant's use. Occupant may not alter the Space without the written consent of Owner.

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

10. OWNER'S RIGHT TO ENTER. Owner and Owner's agents shall have the right to enter the storage space without notice to occupant to make necessary improvements or repairs to the building, to take such action as may be necessary or appropriate to preserve the premises, or to respond to an emergency. Owner or Owner's agents may access the storage space for any other reason by giving Occupant 24 hours advanced notice. If Occupant does not respond to Owner's notice or cannot be contacted, Owner may remove Occupant's lock and enter the storage space.

11. ASSIGNMENT. Occupant shall not assign or sublease the Space or any portion thereof without the prior written consent of the Owner, which consent shall not be unreasonably withheld. No such assignment or sublease shall release Occupant from any of his obligations under this Rental Agreement.

12. 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 exercises neither 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 use the space as a residence, nor for any type of fabrication or manufacturing, nor for unlawful purposes, nor for the storage of any foodstuffs, living animals or animal carcasses. Occupant agrees not to store antiques, art, 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 \$2,500 without the written permission of the Owner. If such written permission is not obtained, the value of the Occupant's property shall be deemed not to exceed \$2,500. 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.

13. 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.

14. 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, MOLD, MILDEW, RODENTS, ACTS OF GOD, THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OR NEGLIGENCE OF THE OWNER, OWNER'S AGENTS OR EMPLOYEES.

15. 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.

16. INDEMNITY. Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorney's 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.

17. LOCKS. Occupant shall at his own expense use a lock to secure the Space, of such type as Occupant in his sole discretion deems sufficient to secure the Space. Owner may take, but is not required to take, such steps as Owner deems reasonable to resecure the Space if found open. Occupant shall not place more than one lock on the door of the Space. In the event Occupant double locks the Space, Occupant hereby authorizes Owner to cut one lock off at Occupant's expense.

18. HAZARDOUS OR TOXIC MATERIALS PROHIBITED. Occupant is strictly prohibited from storing or bringing materials into the Space or onto the Premises 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 above specifically includes any cost, expenses, fines or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. In addition to any other remedies available to Owner, Owner may enter the Space at any time to remove and dispose of prohibited items.

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

20. NOTICES. All notices required to be given by Owner under the California Self-Service Storage Facility Act shall be sent in the manner required by law. All other notices which Owner desires or is required to send under this Rental Agreement shall be sent by first class mail postage pre-paid to Occupant's last known address. All such notices shall be deemed given when deposited in the United States mail, and shall be conclusively presumed to have been received by Occupant five (5) days after mailing. In the event that any addresses given above change, such change shall not be binding upon the Owner unless Occupant has given Owner written notice of the change in address and Owner has acknowledged receipt thereof.

21. 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 on any matter arising out of or in any way connected with this rental agreement, Occupant's use or occupancy of the storage space or any claim of bodily injury for property damage or the enforcement of any remedy under any law, statute or regulation.

22. SUCCESSION. Subject to Paragraph 11 above, all provisions of this Rental Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

23. CUMULATIVE REMEDIES. All remedies hereunder shall be cumulative and nonexclusive.

24. LIMITATION ON CLAIMS. Any claim, demand or right of Occupant, and any defense to a suit against Occupant, that arises out of this Rental Agreement or the storage of property hereunder (including, without limitation, claims for loss or damage to stored property) shall be barred unless Occupant commences an action thereon (or, in the case of a defense, interposes such defense in a legal proceeding) within twelve (12) months after the date of the act, omission, inaction or other event that gave rise to such claim, demand, right or defense.

25. ENFORCEABILITY. If any part of Rental Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in all other circumstances, and that all the remaining parts of this Rental Agreement will be valid and enforceable.

26. COMPLETE AGREEMENT. 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 safety, security or suitability of the Space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the Space and the Premises. 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 whether made prior to or after the execution of this Agreement. Occupant understands and agrees that this Rental Agreement may be modified only in writing, signed by both parties.

27. NO WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party hereto of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No acceptance by Owner of any payment which is less than the full amount of rent or other charges then due and payable shall preclude Owner from collecting all sums remaining due and payable.

28. TIME OF THE ESSENCE. Time is of the essence for the performance of all of the terms and conditions of this Rental Agreement.

29. RULES AND REGULATIONS. Owner may from time to time issue additional reasonable Rules and Regulations relating to the use and occupancy of the Space and such other matters as are the subject of this Rental Agreement. Such Rules and Regulations are by this reference made a part of this Rental Agreement.

30. SPACE SIZE. Advertised space sizes are approximate and for comparison purposes only. Spaces may be smaller or larger than advertised. Spaces are not rented by the square foot, and rent is not based on square-foot measurements.

31. ACKNOWLEDGEMENT OF OCCUPANT. By signing this Rental Agreement, Occupant acknowledges that he has read and understands this entire Rental Agreement, including this Acknowledgement paragraph, and that Occupant is familiar with, and agrees to be bound by, all the provisions of this Rental Agreement. Occupant further acknowledges that a material factor in setting the rental rate to be paid by Occupant is his representations and agreements in Paragraphs 12, 13, 14, 15 and 16, and that the value of the property stored in the Space is less than Two Thousand Five Hundred Dollars (\$2,500.00) per storage space rented hereunder. Owner and Occupant agree that all such provisions constitute a material part of this Rental Agreement.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on this _____ day of _____, 20_____.

“OCCUPANT”

Signature _____

Print Name _____

“OWNER”

A-AMERICAN STORAGE MANAGEMENT CO., INC.
a California Corporation dba A-AMERICAN SELF-STORAGE

By: _____ Manager/Agent

PLEASE SIGN BOTH COPIES – WHITE AND YELLOW

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