

MOBILE STORAGE SELF STORAGE RENTAL AGREEMENT

SPACE NO. _____
UNIT ID _____

NAME _____ COMPANY NAME _____
(LAST) (FIRST) (MIDDLE)

SPOUSE _____ ADDRESS _____

ADDRESS _____ CITY/STATE _____
(ZIP) _____

CITY/STATE _____ E-MAIL _____
(ZIP) _____

HOME TEL # (____) _____ CELL TEL # (____) _____ FAX # (____) _____
EMPLOYED BY _____ WORK TEL # (____) _____
(ADDRESS) (CITY)

DRIVER'S LIC # _____ SS# _____ - _____ - _____ VEHICLE LIC# _____ BIRTHDATE _____

THIS RENTAL AGREEMENT shall be reviewed and a copy given to applicant, executed this _____ day of _____, 20____ by **Mobile Storage, 29505 Pacific St., Hayward, CA 94544** 510.690.1940 ("Owner") and the above named applicant ("Occupant"), whose residence and alternate addresses are set forth above, for the purpose of leasing or renting certain space as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. It is agreed by and between Owner and Occupant as follows:

1. Owner leases to Occupant and Occupant leases from Owner Space No(s) _____ (herein the "Premises") located at the above referenced address of Owner and included in a larger facility at such address containing similar leased real property and common areas for the use of Occupant and other occupants the entire facility is hereinafter referred to as the "Project"). Occupant has examined the Premises and the Project and, by placing his **INITIALS HERE** _____ acknowledges and agrees that the Premises and the common areas of the Project are satisfactory for all purposes for which Occupant shall use the Premises or the common areas of the Project.

2. The term of this Rental Agreement shall commence as of the date first above written and shall continue from the first day of the month immediately following on a month-to month occupancy until terminated. Rent to be paid through auto deduct system set up by Occupant. **INITIALS HERE** _____

3. Occupant shall pay Owner as a monthly rent, the **monthly sum of \$** _____ per month in advance on the first day of each month; provided, however, that with respect to a term of one year, the Occupant shall prepay twelve (12) months' rent on the commencement date. If the term of this Rental Agreement shall commence other than on the first day of the month, Occupant shall owe a pro rata portion of the first month's rent when contract is executed after the 10th of the month. However, Occupant shall pay, in advance, at least one full month's rent. Any rent paid in excess of that owed for the pro rata portion of the month in which this Rental Agreement begins shall be credited to rent payable for the month immediately following. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first month's rent paid upon execution of the Rental Agreement, and, thereafter, if this Rental Agreement terminates other than on the last day of the month, Occupant shall not be entitled to a refund of a pro rata portion of the rent for the month in which the termination occurred. With respect to any month-to-month tenancy, the monthly rent may be adjusted by Owner effective the month following written notice by Owner to Occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

4 **ADDITIONAL RENTAL CHARGES:** Late rental payments, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Lease. Rent is due on the first of each month, and is delinquent if not received by Owner on the tenth of the month. If Occupant's check is dishonored and returned, or if Occupant's rental space becomes subject to lien enforcement procedures as per California Business and Professions Code, Occupant agrees to pay to Owner, as additional rent, administrative charges as follows:

Late rent charge per space(if not paid within 10 days of due date) of.....\$10.00	Auction Notice charge of.....\$10.00
Pre-lien charge per space(if not paid within 20 days of due date) of.....\$50.00	Advertising and auction fees.....\$50.00
Lien status charge per space(if not paid within 35 days of due date) of..\$50.00	Dishonored check charge of.....\$25.00

5. **ALL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT OWNER WILL NOT INSURE OCCUPANT'S PROPERTY.** Occupant may obtain insurance from the insurance company of Occupant's choice. To the extent Occupant does not obtain insurance coverage for the full value of Occupant's property stored in the Space, Occupant agrees Occupant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism or vermin. Owner and Owner's agents, affiliates, authorized representatives and employees ("Owner's Agents") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for any loss liability, expense, damage to property or injury to persons ("Loss") that could have been insured (including without limitations any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agents) (the "Released Claims"). Occupant waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Owner or Owner's Agents. Although Owner and Owner's Agents may give insurance information to Occupant, Occupant understands that Owner and Owner's Agents are not an insurance company or insurance agents. Owner has not explained any coverage or assisted Occupant in making any claim under any insurance policy. The provisions of this paragraph will not limit the rights of Owner and Owner's Agents under paragraph 7. By placing his **INITIALS HERE** _____, Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.

6. By placing his **INITIALS HERE** _____, Occupant acknowledges that he has read, is familiar with and agrees to all of the provision printed on all three pages of this Rental Agreement, and Owner and Occupant agree that all such provisions constitute a material part of this Rental Agreement and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement the day and year first above written.

OWNER: Mobile Storage PLEASE NOTE: ALL RENT IS DUE ON THE FIRST OF EVERY MONTH WITH AUTO DEDUCT INITATED BY OCCUPANT.

This agreement executed on _____, 20____

Received by _____ Owner / Representative

By _____ Occupant

1. RENT IN ADVANCE (Monthly Rent) _____

2. Refundable Cleaning Deposit equal to monthly rent _____

3. Key Deposit _____

4. TOTAL MOVE-IN COST _____

Make checks payable to:
MOBILE STORAGE Required-copy of current vehicle registration
P. O. BOX 2571
ELK GROVE, CA 95624 510.690.1940

7. Occupant shall store only personal property that Occupant owns, as indicated on the upper front page of this agreement and will not store property that is claimed by another or in which another has any right, title or interest. Because the value of the property may be difficult or impossible to ascertain, **Occupant agrees that under no circumstances will the aggregate value of all personal property stored in the Premises exceed, or be deemed to exceed, \$2,000.00.** Occupant may store personal property worth substantially less than \$2,000.00 and nothing contained herein shall be evidence or admission by Owner that the aggregate value of the personal property stored in the Premises is, will be, or is expected to be, at or near \$2,000.00. Occupant understands and agrees that Owner need not be concerned with the kind, quantity or value of personal property or other goods stored by Occupant in or about the Premises pursuant to this Rental Agreement. Occupant shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, nor perform any welding, in the Premises or the Project. Occupant shall not store any personal property on the Premises which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials (as defined (below), waste disposal and other environmental matters. Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises and its use. **Occupant shall not permit any Hazardous Materials to be stored in the Premises or the Project.** For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation to include tires and batteries. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other occupants in the Project. Occupant acknowledges and agrees that the Premises and the Project are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Occupant and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Premises may be used for storage only, and that use of the Premises for the conduct of a business or for human or animal habitation is specifically prohibited. By placing his **INITIALS HERE**, Occupant acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

8. Owner and Owner's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim, expenses, damage to property or injury to persons ("Loss") from any cause, including without limitation, Owner's and Owner's Agents' active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Owner's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Owner and Owner's Agents harmless from any Loss incurred by Owner and Owner's Agents in any way arising out of Occupant's use of the Premises or the Project. Occupant agrees that Owner's and Owner's Agents' total responsibility for any Loss from any cause whatsoever will not exceed a total of \$2,000.00. By placing his **INITIALS HERE**, Occupant acknowledges that he understands and agrees to the provisions of this paragraph.

9. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by the parties.

10. If rent or other charges due under this Rental Agreement are delinquent 10 days after the due date, Owner may terminate Occupant's right to use of the Premises. As authorized in Chapter 10 of Division 8 of the California Business and Professions Code (commencing with Section 21700), Owner may then send Occupant a Preliminary Lien Notice. Occupant's property on the Premises will be subject to a claim of lien in favor of Owner and may be sold by Owner to satisfy the lien if the rent or other charges due remain and are not paid within 15 days after the mailing of the Preliminary Lien Notice. Occupant agrees to pay reasonable collection or attorney fees and court costs on unpaid balance.

11. Any personal property of Occupant which shall remain in or on the premises or at the Project after the expiration or termination of this Rental Agreement (other than the termination of this Rental Agreement while a default by Occupant exists) shall be considered abandoned at the option of Owner, and if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's property in order to satisfy Owner's lien.

12. Occupant grants permission to Owner or Owner's agent to move unit as required for cleaning of Occupant's space or to reposition unit to another space.

13. Occupant shall disconnect any power that he is using at Mobile Storage when leaving the Premises, in the event that the power is not disconnected, Occupant shall pay as additional fee for utilities, a charge of \$ 30.00 per month.

14. Occupant shall not make or allow any alterations of any kind of description whatsoever to the Premises without, in each instance, the prior written consent of the Owner.

15. Occupant shall provide at Occupant's own expense, a lock for the Premises which Occupant, in Occupant's sole discretion, deems sufficient to secure the Premises. Occupant shall not provide Owner or Owner's Agents with a key and/or combination to Occupant's lock.

16. Occupant shall grant Owner, or Owner's Agents or the representatives of any governmental authority, including police and the fire officials, access to the Premises upon three (3) days prior written notice to Occupant. In the event Occupant shall not grant access to the Premises as required, or in the event of an emergency or upon defaults of any Occupant's obligations under this Rental Agreement, Owner, Owner's Agents or the representative of any governmental authority shall have the right, but not the obligation, to removed Occupant's locks and enter the Premises for the purpose of examining the Premises or the contents thereof for the purpose of making repairs or alterations to the Premises and taking such other action as may be necessary or appropriate to preserve the Premises, or to comply with applicable law including any applicable local, state or federal law or regulating governing hazardous or toxic substance, material or water, or to enforce any of Owner's rights. In the event of any damage or injury to the Premises or the Project arising from the negligent or deliberate act or omissions of the Occupant, or for which Occupant is otherwise responsible, all expenses reasonably incurred by the Owner to repair or restore the Premises or the Project including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Occupant as additional rent and shall be due upon demand by the Owner.

17. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises and the Project and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Premises and the Project and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Premises or the Project or of any property stored therein and this Rental Agreement does not create any contractual duty for Owner to create or maintain such safety or security.

18. Owner may terminate this Rental Agreement at the expiration of any term by giving written notice to Occupant by certified or registered mail not less than seven (7) days before expiration of the term. For month-to-month occupancies, Owner may terminate this Rental Agreement as of the last day of the calendar month (excluding any partial calendar month during which this Rental Agreement commences) by giving written notice to Occupant not less than seven (7) days before the end of such month. Further, this Rental Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms of this Rental Agreement or the abandonment of the Premises by Occupant. Occupant may terminate this Rental Agreement at any time by giving ten (10) days oral and written notice to Owner. If Occupant defaults under any of its obligations under this Rental Agreement, Owner may pursue any remedies available to Owner under applicable law or this Rental Agreement. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies.

19. **Upon termination** of this Rental Agreement, **Occupant** shall remove all Occupant's personal property from the Premises unless such property is subject to Owner's lien rights as referenced in paragraph 9 **and all immediately deliver** possession of the Premises to Owner in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear expected.

20. Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.

21. Except as otherwise expressly provided in this Rental Agreement or by law, **any written notices** or demands required or permitted to be given under the terms of this Rental Agreement **may be personally served** or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party so to be served at the address of such party provided for in this Rental agreement. Service of such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail with postage thereon fully prepaid and addressed in accordance with the provisions hereof.

22. In the event Occupant shall **change Occupant's place of residence** or alternate name and address as set forth in this Rental Agreement, **Occupant shall give Owner written notice of any such change within ten (10) days of the change**, specifying Occupant's current residence and alternate name, address and telephone numbers.

23. Occupant shall not assign or sublease the Premises or any portion thereof without in each instance the prior written consent of Owner. Owner may assign or transfer this Rental Agreement without the consent of Occupant and, after such assignment or transfer, Owner shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

24. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon heirs, administrators, representatives, successors and assigns of the parties hereto.

25. This Rental Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent such prohibition or invalidity without invalidating the remainder of such provision or the remaining provision of this Rental Agreement.

26. Monthly storage payments shall be paid through an auto deduct system set up by the Occupant. Payment is due on the 1st of each month, delinquent after the 10th with late fees charged at a rate of \$10.00 for each space.

27. As per City of Hayward Municipal Code all units stored with tires shall be inflated at all times, engines shall be in running condition and have the ability to move forward and back under its own power. Any materials stored shall be contained within a concealed fenced area out of sight or in a container.

28. Tentative Occupant shall provide two previous Company names, addresses and numbers for verification and approval of application.

a. _____

Company Name	Contact	Date
Address		
Phone		

b. _____

Company Name	Contact	Date
Address		
Phone		

29. Time is of the essence of this Rental Agreement.

END OF RENTAL AGREEMENT

Make checks payable to: **MOBILE STORAGE**
P.O. Box 2571
ELK GROVE, CA 95624

FOR INTERNAL USE ONLY

OCCUPANT INFORMATION

Driver's License _____ Social Security Number _____ - _____ - _____
State Number

Auto Licence _____
State Number

Auto Description _____
Make Model Year Color

CHANGE OF ADDRESS

1. NEW RESIDENCE ADDRESS:

Street Address

City, State, Zip Code

Telephone Number

2. NEW RESIDENCE ADDRESS:

Street Address

City, State, Zip Code

Telephone Number