

ACE STORAGE CONTAINERS, INC.

21250 Nordhoff St. Chatsworth, CA 91311

Office Manager: 818-912-8863, Harvey's cell: 818-620-1553, Fax: 818-993-6622

Billing: Jae 818-880-2222 / Office Main Line 818-998-3510

Unit # _____

Date _____

Tenant's name: _____ Driver's License _____

Home address: _____ City _____ Zip code _____

Phone: _____ Cell phone: _____

Email address: _____ (we may send statements by email or text)
(Please initial) _____

Work or Business NAME: _____ Phone No. _____

Address: _____ City _____ Zip code _____

Provide three additional names and addresses (not living with you) that we can send any late notices to in accordance with state law. **You must provide this information or you will not be permitted to rent space.**

_____ (Please initial)

1. Name _____ Phone: _____

Address: _____ City & Zip _____

2. Name: _____ Phone: _____

Address: _____ City & Zip _____

3. EMERGENCY CONTACT: _____

(This is who we would contact if you die or abandon your unit, who do you want your belongings to be released to?)

Are you storing a car, motorcycle, or boat in your unit? Yes _____ No _____

Container # or Space # to be rented: _____ Date: _____

Rental rate: _____ First \$ _____ Security deposit: \$ _____ (monthly + 100.00)

To receive a refund of your security deposit, you must fill out a 'Moving Out' form; remove all items and trash off premises and be current on your monthly rent. (Please initial) _____

Military Service: Are you or your spouse on active duty military service? Yes _____ No _____

1. **Rent is due on the 1st of the month. If not paid by the 15th of the month, there is a \$25 late fee for each unit or each 1000 square feet of open air storage (please initial)** _____
2. Access to unit is 7:AM to 7:PM daily (please initial) _____
3. There is a \$35.00 bookkeeping fee for bounced checks plus bank fees. (Please initial) _____.
4. **If tenant has not paid rent for 15 days, landlord has the right to begin preliminary lien notice and auction proceedings according to the CA Self-Service Storage Facility Act. (Please Initial)** _____
5. Tenant will be responsible for lien costs that include advertising in newspaper, auctioneer, lock cutting fee, and attorney and court costs if lien sale is needed. (please initial) _____
6. Tenant will not leave any trash or items outside or on top of their unit.(please initial) _____

7 Tenant shall maintain his/her own insurance policy for items stored on premises. Storage of items worth more than \$5000 needs Landlord's written approval. (please initial) _____

8. Landlord will NOT be responsible for any damage or theft. (please initial)._____

9. Office hours: 9:00 AM to 6:00 PM Monday - Saturday Closed Sunday and Major holidays

10. This rental is month-to-month for the storage space. Minimum rental term is one month.(please initial)_____

11. I agree that NO Chemicals, batteries, oil, gasoline, diesel fuels, or any combustible materials or mercury, guns, ammunition and NO hazardous waste materials may be stored in the locked container or on the premises. DRUGS may not be used on premises or stored in unit (please initial) _____
Failure to follow any of these rules may result in the termination of your contract (please initial)_____

12. You may not sublease your unit(s) to anyone else (please initial)_____

13. We cannot accept items to be delivered to our office for tenant to pick up (please initial) _____

14. We may use your email or text to inform you of all information pertaining to your business with Ace Storage Containers Inc.

Email_____Cell Phone_____

Signature_____

15. Tenant may not drop off items, cars or trucks in our parking lot. (please Initial) _____

16. Rent is calculated on a month-to-month basis. If you leave before the end of the month, you still must pay for the entire month; however, we will pro-rate payment when a tenant begins in the middle of the month. (please initial) _____.

17. **Tenant agrees to provide valid credit card information which will be used when payment is not received by the 20th of the month or check has been returned for non sufficient funds or payment was not for the correct amount and will include late fee's (please initial)_____ Please provide credit card information on separate form.**

18. I authorize Ace Storage Container's Inc. to deduct current monthly rent from my credit card. (please sign)_____ Yes_____ or. No_____

19. **Putting any trash in our bins or leaving trash or items outside your unit(s) is not allowed.**_____ (please initial)

20. Deliveries are not permitted._____ (please initial)

21. **OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE. OWNER SHALL HAVE NO OBLIGATION TO EXERCISE ANY CARE, CUSTODY OR CONTROL OVER OCCUPANT'S PERSONAL PROPERTY. OWNER ASSUMES NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR CASUALTY HOWEVER CAUSED TO SUCH PERSONAL PROPERTY.** _____ (PLEASE INITIAL)

22. On day six of non-payment, we may lock you out of your unit if we choose to do so._____ (please initial)

- 23. OCCUPANT RELEASES OWNER FROM ANY AND ALL LIABILITY FOR PERSONAL PROPERTY DAMAGE OR LOSS OF PERSONAL PROPERTY; FOR DAMAGE OR LOSS FROM, AS EXAMPLES, FIRE, WATER, THE ELEMENTS, MOLD OR MILDEW, ACTS OF GOD, THEFT, BURGLARY, VANDALISM, MALICIOUS MISCHIEF, MYSTERIOUS DISAPPEARANCE, AND RODENT OR VERMIN DAMAGE; OR THE ACT OR NEGLIGENCE OF OWNER, IT'S EMPLOYEES, OR AGENTS.** _____
(PLEASE INITIAL)
- 24. OCCUPANT UNDERSTANDS THAT THERE IS A RISK OF THE GROWTH OF MOLD AND/OR MILDEW ON THE OCCUPANT'S CONTENTS IN THE SPACE. OWNER DOES NOT WARRANT THE SPACE TO BE WATER-TIGHT OR DRY. TO HELP AVOID THE RISK OF MOLD, THE OWNER RECOMMENDS STORING CONTENTS OFF THE FLOOR, SUCH AS ON PALLETS OR SHELVES, WRAPPING PROPERTY IN PLASTIC AND/OR KEEPING GOODS AWAY FROM THE WALLS OF THE SPACE.** _____
(PLEASE INITIAL)

Ace Storage Containers, Inc., hereinafter Landlord, rents to Tenant the storage space indicated above pursuant to the following terms and conditions:

PARTIAL RENT PAYMENTS: Landlord, at Landlord's sole discretions may accept or reject partial rent payments. Acceptance of partial payments of rent by Landlord shall not constitute waiver of Landlord's rights.

CHANGE OF ADDRESS: Tenant must provide address changes to Landlord in writing. It is the Tenant's responsibility to verify that Landlord has received and recorded requested change of address. (please initial) _____

SECURITY DEPOSIT: Tenant will pay in advance a security deposit as stated to secure Tenants faithful performance of all terms of this agreement. Tenant agrees that Landlord need not segregate this deposit from other funds and that no interest will be due for the period of time during which the deposit is held. This deposit less all expenses incurred by Landlord for damage to or cleaning of the storage space shall be returned to the Tenant within 15 days after Tenant removes all stored property from the storage space. Landlord may withhold amounts from the security deposit to compensate Landlord for any rent or other charge due and unpaid under this agreement at the time Tenant relinquishes, abandons or otherwise loses possession of the storage space.

LATE FEES & OTHER CHARGES: Tenant agrees to pay Landlord \$25 if rent is received after the 15th.day of the month. Tenant agrees to the bad check charge for any dishonored check. In the event of default, Tenant agrees to pay all collection and lien costs incurred by Landlord.

TERMINATION: Thirty (30) days advanced written notice given by Landlord or Tenant to the other party will terminate this tenancy. Landlord does not prorate rent: only full month's prepaid rent shall be returned to Tenant within 15 days of vacating. Tenant must leave the space broom clean and in good condition. (please initial) _____

USE OF STORAGE SPACE: Landlord exercises no care, custody, nor control over Tenant's stored property. Tenant shall not store valuable antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the stored property. **Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Landlord. If such written permission is not obtained, the value of the Tenants property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Landlord that tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Tenant is strictly prohibited from storing or using materials in the storage space or 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. Tenants obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Landlord, arising out the storage or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitees or guest. Landlord may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE; Tenant, at Tenant'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 Tenant's property is a material condition of this agreement. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance.

RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Landlord and Landlord'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 Landlord, Landlord's agents or employees.

RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY: Landlord, Landlord's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant'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 landlord, Landlord's agents or employees.

INDEMNITY: Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the storage space and common areas, including claims for Landlord's active negligence.

LOCKS: Tenant shall provide at their own expense a lock that Tenant deems sufficient to secure the space. If the space is found unlocked Landlord may, but is not obligated to, take whatever measures Landlord deems reasonable to re-secure the space, with or without notice to Tenant.

RULES AND REGULATIONS: Landlord shall have the right to establish or change the hours of operation for the facility and promote rules and regulations for the safety, care, and cleanliness of the storage space or the preservation of good order on the facility. Tenant 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: Landlord may dispose of any property left in the storage space or on the storage facility by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Landlord in disposing of such property.

LANDLORD'S RIGHT TO ENTER: Tenant grants Landlord, Landlord's agents or representative of any governmental authority, including police and fire officials, access to the storage space upon three (3) day advanced written notice to Tenant. In the event of an emergency, Landlord, Landlord's agents, or representatives of governmental authority, shall have the right to enter to storage space without notice to the Tenant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Landlord's rights.

NO SUBLETTING: Tenant shall not assign or sublease the storage space without the written permission of the Landlord. Landlord may withhold permission to sublet or assign for any reason or for no reason in the Owner's sole discretion.

NO WARRANTIES: The Landlord, Landlord's agents or employees as to the suitability of the storage space for Tenant's intended use give no expressed or implied warranties. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use.

NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Landlord and Tenant and no oral agreements shall be of any effect whatsoever. Tenant 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 Tenant's property. Tenant agrees that he is not relying and will not rely upon any oral representation made by Landlord or by Landlord's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that this agreement may be modified only in writing, signed by all 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: Tenant shall make no alterations to the interior or exterior of the space without the written permission of the Landlord authorizing such alterations.

Do not sign this agreement until you have read it, and fully understand it. This agreement limits the Landlord's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Tenant's Signature

Date

Manager's Signature

Date