

SAND CANYON SELF STORAGE & RV
28655 Oak Spring Canyon Road
Santa Clarita, CA. 91387
T: 661-299-2926 F: 661-424-9234

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Date of Agreement:
Lease Item Size:

Lease Number:
Lease Item:

This Lease is executed in duplicate as of the date set forth above by and between **SAND CANYON SELF STORAGE PARTNERS, LLC** ("Owner") and _____ "**Occupant**"; 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. Occupant hereby rents from Owner those certain premises described in Section 1.B. below hereinafter referred to as "premises" or "space" on terms and conditions as outlined in this Agreement

Tenant Information:

Emergency or Alternate Contact:

Monthly Rate \$ <TENANT.LEASEMONTHLYCHARGESAMTTOTAL> | Move-in Discount \$ 0.00

Delinquency Charges; Occupant understands that late payments will be subject to the following charges and agrees to pay.

- 10 days past due:	\$10.00 on \$99.00 under, \$15.00 on \$100.00 and more
- Preliminary lien Notice:	\$25.00 (15 day past due)
- Lien notice:	\$30.00 (30 day past due)
- NSF Fee:	\$39.00
-Abandoned Goods	\$260.00 (cleaning fee, Etc.)
- Publication fee:	\$150.00 * Whether or not Sale Occurs*

PERSON(S) AUTHORIZED FOR ACCESS:

Please Initial: _____

Occupant hereby authorizes the following individuals to have access to the Premises and you may denied access at any time:

1. Lease Information: _____

A. Date of Lease: _____

B. Space Number: _____

C. Rental Rate for Month: \$ _____

See Paragraph 3 below

Approx. Space Size: _____

_____ 2. Term: The term of this tenancy shall commence as of the date set forth in section 1.A., and shall continue from the first day of the month immediately following on a month-to-month occupancy until terminated as provided herein. Rent is due on the 1st day of the month, late on the 2nd.

_____ 3. Rent: Rent is the sum set forth above in section 1.C., payable in advance on the first day of each month to Owner or to Owner's designated agent. If the term of the Rental Agreement shall commence other than on the first day of the month, Occupant shall pay a full month's rent for the first month and shall owe a pro rate portion of the second month's rent. 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 first day of the month. Rent is payable without deduction, demand or billing statement. Rent is payable only in United States dollars. Owner effective may adjust the monthly rent and/or fees as noted in this Rental Agreement the month following written notice by Owner to Occupant specifying such adjustment. Such notice shall be given not less than thirty (30) days prior to the first day on which the adjustment shall be effective. Any such adjustment in the monthly rent and/or fees 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. If Occupant has made advance rental payments, the new rate will be charged against such payments.

_____ 4. Use and Occupancy: Uses Strictly Prohibited, the space is to be used only for storage of personal property and household goods solely owned by Occupant. Occupant is strictly prohibited from storing, using, or bringing materials on or onto the premises which are classified as hazardous or toxic under any law or regulation, and from engaging in any activity on the premises which produces, or may produce, such materials. No overnight sleeping. Occupant's obligations of indemnity as set forth elsewhere in this agreement specifically include any costs, expenses, fines, or penalties imposed against Owner, or which may be imposed against Owner in any portion, arising out of storage or presence, or alleged storage or presence, of any materials on the premises in violation of this paragraph by Occupant, or Occupant's agents, guests, or inviters. Trash, discarded materials, food and perishable goods are not allowed in or near the space. Occupant has no right to use any other portion of the premises for any purpose other than for access to the rented storage space. Neither the property stored; nor the manner of storage, shall be allowed to constitute a fire hazard or nuisance, nor to constitute a violation of any law or ordinance. Property is stored under the sole supervision and control of the occupant, and owner exercises neither care, custody, nor control over property stored by Occupant. Occupant agrees not to store property with an aggregate value in excess of \$5,000.00 without Owner's written permission. If such written permission is not obtained, then under no-circumstances shall the total value of Occupant's stored property be deemed to exceed \$5,000.00 dollars, nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property does not have any value whatsoever, nor shall anything alter the limitation of Owner's liability set forth elsewhere herein. Tenant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special sentimental value to Tenant. Tenant waives any claim for emotional or sentimental attachment to the stored property.

_____ 5. Access: In Owner's sole discretion, Occupant's access to premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises. Press you access code when you come in and out to avoid an \$85.00 charge after 3 times the alarm on your door is activated. **[Violating the gate access hours (after 9:00pm) in order for someone allow you to exit premises, a fee of \$25.00 must be paid at time of exiting].**

_____ 6. Rules: Owner 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 for the safety, care and cleanliness of the premises, or preservation of good order. Occupant agrees to follow all Owner's rules now In effect or that may be put into effect from time to time.

_____ 7. Premises: Occupant accepts the space as being in good condition and repair. Occupant will immediately notify Owner of any defect in the storage space. Occupant will keep the premises in good condition and will pay Owner for repairs necessary due to negligence or misuses while under Occupant's control. No physical modification or improvements of the space is allowed without Owner's prior written approval.

_____ 8. Inspection: Owner may enter the space for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous condition, or nuisance has been created, or is occurring in the space, or any repairs to the interior, door, or any inspections by governmental authorities.

_____ 9. Termination: Change in Terms or Conditions; Abandoned Property: In addition to termination as provided by law, or by other provisions of this agreement, Occupant's right to use the storage space may be terminated by either Owner or Occupant by the giving of written notice to the other at least ten days prior to the expiration of any month of this tenancy. In addition, any of the terms and conditions of this rental agreement, including rent, may be changed by written notice given to Occupant by Owner at least seven days prior to the expiration of any month of this agreement. Any property remaining in the space after termination of this agreement shall be conclusively deemed abandoned by Occupant, and may be sold, destroyed, or disposed of in any manner chosen by Owner in Owner's sole and unlimited discretion. At time of vacating out, occupant must give 10 days notice and in writing. Space should be empty, clean without occupant's lock.

_____ 10. Assignment: Occupant shall not sublet or assign the storage space nor store property owned by others without the written consent of Owner. Owner may withhold consent to any requested assignment or subletting in Owner's sole, unlimited, and absolute discretion. No requirement of reasonableness in the granting or withholding of such consent is to be implied by anything in this agreement.

_____ 11. Indemnity: Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use of the premises, including claims based upon the active negligence of Owner, or Owner's agents or employees. This indemnify obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in Occupant's storage space.

_____ 12. Release of Liability: A Owner and Owner's agents shall not be liable to Occupant for any damage to, or loss of, any property while located on the premises, or in the storage space, from any cause whatsoever, including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, acts of God, or the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees. This release of liability specifically extends to any failure in any security systems or security procedures employed at the Premises from any cause whatsoever.

B. Owner and Owner's agents shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or inviters, occurring in or about the premises or storage space, or arising out of Occupant's use of the premises or storage space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees.

_____ 13. 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 of the storage space or premises, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

_____ 14. Insurance: ALL PROPERTY OF OCCUPANT'S 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. In the event Occupant does not obtain insurance coverage which may be available at the Premises or may be obtained by Occupant elsewhere, Occupant agrees Occupant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism or vermin. Insurance on Occupant's stored property is a material condition of this agreement, and is for the benefit of both Occupant and Owner. Occupant understands that if Occupant elects to obtain the insurance available at the property, the additional amount for such insurance coverage must be included with the monthly payments as noted above and/or in the insurance addendum attached hereto. Owner and Owner's Agent(s) will not be responsible for any loss, liability, claim or damage to property or injury to persons ("Loss") that could have been insured (including without limitation any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agent (the "Released Claims"))

_____ 15. Security of Space: Occupant agrees to be solely responsible for providing a lock to secure access to the space, which Occupant, in Occupant's sole discretion, deems adequate to secure access to the space. In the event such locks are rendered ineffectual for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant, in Owner's sole discretion. The fact that Owner has taken measures to re-secure access to Occupant's space shall not alter the limitations on Owner's liability set forth elsewhere in this agreement, nor shall such measures be deemed a conversion of Occupant's stored property. Occupant shall also be solely responsible for any access to the space achieved by others, subject to all of the terms and limitations of this agreement, whether or not such access

is achieved as result of Occupant's intent.

_____ 16. Notices, Change of Address: In the event of any change of any address given by Occupant to Owner for any purpose under this agreement, Occupant shall immediately give owner written notice thereof in accordance with the requirements of this paragraph. All notices required to be given in writing by this agreement, or by law, shall be given by first class mail, postage prepaid, to the addresses of the parties set forth herein, or changed by written notice, given in the same manner. All notices given in such manner shall be deemed given on the date deposited in the United States Mail, first class postage pre-paid, and properly addressed. Owner shall not be presumed to have received notice of any change of any address unless given in accordance with this paragraph. Notices not required to be in writing by this agreement may be given in any manner reasonably calculated to result in receipt thereof by the party to be notified.

_____ 17. No Oral Agreements: This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreement shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely upon any oral representation made prior to, or after the execution of this agreement by Owner, or any of Owner's agents or employees purporting to modify or add to this agreement in any manner whatsoever.

_____ 18. Succession: All provision of this rental agreement shall apply to and be binding upon all of the successors in interest, assigns, or representatives of the parties hereto.

_____ 19. Validity: If any part of this agreement is unenforceable for any reason whatsoever, it shall not affect the balance of the agreement otherwise found to be valid and enforceable.

NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN. IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY SELF SERVICE STORAGE ACT, CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

*This business is protected by the Los Angeles County District Attorney bad Check Restitution program. Passing a bad check in violation of California Penal Code Section 476 (a) is Punishable by Imprisonment in the County Jail or in State Prison.

Occupant agrees to all terms of this Lease agreement and acknowledges receipt of a copy of this agreement by signature below.

BY: _____
Occupant Signature

BY: _____
Property Agent Signature

Thank You for YOUR Business! Sand Canyon Self Storage & RV