



100 Railroad Avenue, Suisun City, CA 94585

Phone: (707) 273-1006

Website: [www.fairfieldrvstorage.com](http://www.fairfieldrvstorage.com)

Email: [info@fairfieldrvstorage.com](mailto:info@fairfieldrvstorage.com)

**Mailing Address:**

1141 Capuchino Avenue #1642

Burlingame, CA 94010

Tenant Space Information
<b>Space #:</b>
<b>Length &amp; Width of space:</b>
<b>Tenancy Start Date:</b>
<b>Security Deposit:</b>
<b>Amount due on the 1st of each month:</b>

Tenant Information
<b>Name (first and last):</b>
<b>Physical / Home Address (street, city, state, zip):</b>
<b>Mailing Address (street, city, state, zip):</b>
<b>Mobile Phone #:</b>
<b>Home Phone #:</b>
<b>State of Driver's License / Driver's License Number:</b>
<b>Email Address:</b>

Description of Vehicle/Vessel Being Stored	
<b>Make:</b>	<b>Lienholder (if applicable):</b>
<b>Model:</b>	<b>CF # / License Plate # &amp; State:</b>
<b>Length &amp; Color:</b>	<b>VIN#</b>
<b>Type:</b> <input type="checkbox"/> Coach Class A <input type="checkbox"/> Coach Class B <input type="checkbox"/> Coach Class C <input type="checkbox"/> 5 <sup>th</sup> Wheel <input type="checkbox"/> Trailer <input type="checkbox"/> Boat <input type="checkbox"/> Other	

Occupant's Vehicle
<b>Make &amp; Model:</b>
<b>Color:</b>

Insurance
<b>Insurance Company (of item being stored):</b>
<b>Phone:</b>
<b>Email:</b>
<b>Mailing Address:</b>

**THIS FACILITY OPERATES UNDER THE CALIFORNIA SELF STORAGE FACILITY ACT (CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 21701, et seq.) PURSUANT TO THE ACT, YOUR PROPERTY IS 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.**

THIS RENTAL AGREEMENT (hereinafter known as "Agreement") is entered into on the date shown above by and between Fairfield RV & Boat Storage, and its operators (hereinafter referred to as "Operators") and \_\_\_\_\_ (hereinafter referred to as the "Occupant") whose residence and alternate addresses are set forth above, for the purpose of leasing or renting certain space as described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

**1. DESCRIPTION OF PREMISES.** Operator leases to Occupant and Occupant leases from Operator the space identified above (hereinafter the "Premises") located at the above referenced address of Operator 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 "Facility"). Occupant shall have access to the Premises and common areas of the Facility only during such hours and days as are regularly posted. If Occupant is delinquent in its rent and is placed in lien status, access to the Premises will be denied until full payment is received.

**2. TERM.** The term of this Rental Agreement shall commence as of the date first above written (hereinafter referred to as "Anniversary date") and shall continue on a MONTH-TO-MONTH basis (hereinafter referred to as the "Term") until terminated. Occupant understands that under no circumstances will Occupant be entitled to a refund of any month's rent upon early move out. Term length shall be a minimum of three months. Operator shall hold a last month's rent payment until Operator receives a termination notice from Occupant no less than 30 days before the requested termination date. With respect to any month-to-month tenancy, tenant understands the monthly rent may be adjusted by Operator effective the month following written notice by Operator to Occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the anniversary date 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. The first monthly payment shall be made on the DATE specified above. All payments due hereunder shall be made to the Operator at the address above, or at such other place as Operator shall from time to time in writing designate. Occupant has the choice to be auto-billed via credit card. Please request auto bill information from operator.

**3. RENT. Occupant shall pay Operator in advance due and payable on the \_\_\_\_\_ day of each calendar month its monthly rent, without deduction, in the sum of \$ \_\_\_\_\_.**

**4. FEES AND DEPOSITS.**

(a) Concurrently with the execution hereof, Occupant shall deposit with Operator the amount specified above to secure Occupant's performance pursuant to the provisions of this Rental Agreement. Operator may commingle the deposit with the funds in its general accounts and may, at Operator's election, apply the deposit to any amounts due and unpaid by Occupant hereunder. The balance of the deposit shall be used towards the last month of rent, without interest, upon receipt of Occupant's 30 day termination notice of this Rental Agreement, providing that Occupant is not in default hereunder.

(b) All rent shall be paid in advance on the anniversary date of each month and in the event Occupant shall fail to pay the rent by the 10<sup>th</sup> day following the due date, Occupant shall pay, in addition to any other amounts due, a late charge of \$20. This late fee shall be assessed ten days following the due date. All balances shall accrue interest at a rate of 5% per week.

(c) If at the close of business on the 30<sup>th</sup> day after the rent is due rent still remains past due, a Notice of Lien Sale and Inventory Fee of \$250 will be assessed. An overlock/boot will be placed on the vehicle or trailer and access denied until payment in full is received in the form of CASH, MONEY ORDER, OR CERTIFIED CHECK. All rents 30 days past due must be paid IN FULL in the form of CASH, MONEY ORDER, OR CERTIFIED CHECK ONLY. Any time prior to the sale of Occupant's property, any person claiming a right in the property may pay the amount necessary to satisfy the Operator's lien and to reimburse Operator for all amounts then owed to Operator under this Agreement. Operator shall not be obligated to accept payment and release the property unless such payment is made in cash or by bank certified check or money order.

(d) If Occupant's personal, business or representative's check is dishonored from the bank, a dishonored check fee of \$25.00 will be assessed. An overlock/boot will be placed on the vehicle or trailer and access denied until payment in full is

received in the form of CASH, MONEY ORDER, OR CERTIFIED CHECK. Occupant is solely responsible for resolving any subsequent or disputed claim with Occupant's own banking institution.

(e) Occupant acknowledges that ACH is the preferred payment method, but credit card payment is also an accepted method of rent payment. However, the Tenant shall be responsible for an additional fee equal to 3% of the payment amount when making rent payments via credit card. This fee will be charged separately and is non-refundable. The Operator reserves the right to modify or discontinue the acceptance of credit card payments with prior notice to the Tenant.

**5. OPERATOR'S LIEN RIGHTS.** OCCUPANT ACKNOWLEDGES AND AGREES THAT OCCUPANT'S PERSONAL PROPERTY STORED ON OR ABOUT THE PREMISES WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OPERATOR FROM THE DATE RENT IS DUE AND UNPAID, FOR RENT, LABOR OR OTHER CHARGES AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY. OCCUPANT'S PERSONAL PROPERTY IN, ON OR ABOUT THE PREMISES MAY BE SOLD TO SATISFY SUCH LIEN IF OCCUPANT IS IN DEFAULT UNDER THIS AGREEMENT. IN ADDITION, OPERATOR MAY DENY OCCUPANT ACCESS TO THE PREMISES BY PLACING AN OVERLOCK ON THE VEHICLE OR VESSEL TRAILER. THIS REMEDY IS CUMULATIVE WITH AND IN ADDITION TO EVERY OTHER REMEDY GIVEN HEREUNDER OR NOW OR HEREAFTER EXISTING AT LAW OR IN EQUITY. Operator may also enter the Premises and remove Occupant's personal property within to a safe place at the expense and risk of the Occupant, and enforce Operator's Lien by selling at public or private sale in accordance with the provisions of applicable law and apply the net proceeds from such sale to the payment of all sums due to Operator. This remedy is cumulative with and in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity. Acceptance by operator of payment of less than all amounts on default shall not constitute a cure for such default nor a waiver by Operator of any of its rights or remedies in connection with each default. No act or conduct of Operator or Operator's Agents shall be deemed to constitute an acceptance by Operator of the surrender of the Premises by Occupant prior to termination of the Rental Agreement unless Operator executes a written acknowledgment thereof. This Rental Agreement specifically incorporates by reference the provisions of applicable state and local law(s) (if any) relating to Owner's and/or Operator's lien for rental charges at a self-service storage facility.

In the event this Agreement is terminated for breach of any obligation of Occupant, Occupant shall remain personally liable for the payment to Operator of all accrued and unpaid rent and all other charges due to Operator hereunder at the time of termination of this Agreement. This shall include any expenses incurred by Owner involving the collection of outstanding rents and fees including reasonable collection and/or attorney's fees. If Operator finds it necessary to pursue lien sale of personal property to satisfy rents and other reasonable fees; such sale shall not release Occupant from obligation for amounts uncollected.

**6. NOTIFICATION TO VACATE.** Vacating requires 30 days written notice to close the account on a calendar month and there are no monthly pro-rations at this facility. Occupant is required to leave space broom clean and meet above requirements or deposit will be forfeited. Any abandoned property may be retained by Operator as its property or disposed of in such manner as Operator may see fit. Operator may consider the lease terminated, the Space vacated and may re-let the Space as it sees fit any time after the notification date provided or if the vehicle or vessel is left unlocked.

**7. USE OF PREMISES AND COMPLIANCE WITH THE LAW.** The Space shall be used for storage of personal property that is strictly in the form of recreational vehicles and for no other purpose. Occupant hereby acknowledges and agrees that Operator is not a warehouseman. Occupant shall not store on the Premises personal property in or to which any other person has any right title or interest unless Occupant notifies Operator. Occupant states that there are NO LIENS UPON THE PROPERTY STORED or to be stored except as follows: (if none, state none)

It is specifically understood and agreed that Operator need not be concerned with the kind, quality, 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 on the Premises.

**IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT OCCUPANT SHALL NOT DEPOSIT, STORE, LEAVE, COMPOUND OR USE ANY HAZARDOUS OR TOXIC WASTE, SUBSTANCE OR MATERIAL WHICH SHALL BE DEEMED TO INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: ITEMS WHICH ARE VOLATILE, FLAMMABLE, COMBUSTIBLE MATERIALS, EXPLOSIVES, POISONOUS SUBSTANCES, PAINT, BATTERIES, TIRES, EXPLOSIVES, ASBESTOS, CHEMICALS, CORROSIVES, POLLUTANTS, ITEMS WHICH ARE COMBUSTIBLE WHEN EXPOSED TO MOISTURE, OTHER**

**INHERENTLY DANGEROUS MATERIALS OR SUBSTANCES WHICH ARE INHERENTLY DANGEROUS TO THE SAFETY OR HEALTH OF ANY PERSON.**

Occupant shall not store any personal property on the Premises which would result in the violation of any law of any governmental authority and Occupant shall comply with all laws, rules, regulations, and ordinances of any and all governmental authorities concerning the Premises or the use thereof. The Occupant agrees not to store jewels, furs, heirlooms, artworks, collectibles or other irreplaceable items having special or emotional value to the Occupant. 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 that the Premises may be used for storage only, and that use of the Premises for the conduct of business or human or animal habitation is specifically prohibited. IT IS UNLAWFUL TO USE THE STORAGE FACILITY AS A RESIDENCE.

**Occupant's Initials:** \_\_\_\_\_

- 9. LIMITATION OF OPERATOR'S LIABILITY/INDEMNITY.** No bailment is created by this Agreement. Operator is not a warehouseman engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all personal property stored in the leased space shall remain vested in the Occupant, and all property stored within or on the space by Occupant or located at the facility by anyone shall be stored at Occupant's sole risk. Operator and Operator's Agents shall not be liable to Occupant for any damage or loss to any person, Occupant or any property stored in, on or about the Premises of the Project, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, rodents, insects, vandalism, smoke, water, rain, sun, tornados, explosions, Acts of God, or the active or passive act, omissions or negligence of Operator or Operator's Agents. Occupant shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property occurring in, on or about the Premises.
- 10. INSURANCE.** OCCUPANT, AT OCCUPANT'S SOLE EXPENSE, SHALL MAINTAIN ON ALL PERSONAL PROPERTY, IN, ON, OR ABOUT THE PREMISES, TO THE EXTENT OF AT LEAST 100 PERCENT OF THE ACTUAL CASH VALUE OF SUCH PERSONAL PROPERTY, A POLICY OR POLICIES OF INSURANCE COVERING DAMAGE BY FIRE, EXTENDED COVERAGE PERILS, VANDALISM AND BURGLARY. OCCUPANT'S PERSONAL PROPERTY STORED IN OPERATOR'S LEASED SPACE OR AT THE FACILITY IS NOT INSURED BY THE OPERATOR AGAINST LOSS OR DAMAGE. Occupant agrees not to subrogate against or allow Occupant's insurance company to subrogate against Operator in the event of loss or damage of any kind or from any cause.
- 11. CHANGE OF ADDRESS.** It shall be the duty of the Occupant to notify the operator, in writing, of any change in address or phone number by certified mail, return receipt requested, postage prepaid, or in person at the above address within 10 days of such change. Failure to so notify Operator shall constitute a waiver by Occupant of any defense based on failure to receive any notice.
- 12. DEFAULT.** If Occupant shall fail to pay timely any rent or other charges required herein to be paid, or shall fail to refuse to perform timely any of the covenants, conditions or terms of this Rental Agreement, Occupant shall be conclusively deemed in default under this Rental Agreement. A breach of any of the covenants or conditions by the Occupant shall at the option of the Operator terminate this Agreement.
- 13. ABANDONMENT.** Without limiting the right of Operator to conclude for other reasons that Occupant has actually abandoned the Premises and the property located in or on the Premises, Occupant agrees that Operator may conclusively deem an abandonment by Occupant of the Premises and all property in or on the Premises should Occupant fail to notify Operator in writing of Occupant's intention not to abandon the Premises and the property within fifteen (15) days following Operator's written notice of belief of abandonment, which notice may be given and shall be deemed to be effective as provided for in this Agreement. If any personal property of Occupant shall remain in or on the Premises after the expiration or termination of this Rental Agreement (other than the termination of this Rental Agreement while a default by Occupant exists), Occupant's property shall be considered abandoned at the option of Operator, and if abandoned, Operator may sell, destroy or otherwise dispose of Occupant's property in order to satisfy Operator's Lien.
- 14. ENTIRE AGREEMENT.** There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Operator or Operator's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein.
- 15. ALTERATIONS.** Occupant shall not make or allow any alterations of any kind or description whatsoever to the Premises without, in each instance, the prior written consent of the Operator.
- 16. LOCKED.** Occupant shall keep all personal vehicles and vessels locked at all times.

**17. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES.** Occupant shall grant Operator, Operator's Agents or the representatives of any governmental authority, including police and 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 default of any of Occupant's obligations under this Rental Agreement, Operator, Operator's Agents or the representatives of any governmental authority shall have the right to remove Occupant's lock 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 or enforce any of Operator's rights. In the event of any damage or injury to the Premises or the Project arising from the active or passive acts, omission or negligence of Occupant, all expenses reasonably incurred by Operator to repair or restore the Premises or Project shall be paid by Occupant and additional rent and shall be due upon demand by Operator.

**18. TERMINATION.** This Rental Agreement shall terminate at the expiration of any term of this Rental Agreement by the party desiring to terminate this Rental Agreement giving written notice to the other party of such party's intention to terminate no less than thirty (30) days before expiration of the term at the end of calendar month. Further, this Rental Agreement may, at the option of Operator, be terminated upon any default by Occupant under the terms of this Rental Agreement or the abandonment of the Premises by Occupant.

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

**20. NOTICES.** Except as otherwise expressly provided in this Rental Agreement, 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 last known address of such party provided for in this Rental Agreement. Service of any 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 thereof fully prepaid and addressed in accordance with the provisions hereof and without regard to Occupant's actual receipt thereof.

**21. ASSIGNMENT.** Occupant shall not assign, sublease or jointly occupy the Premises or any portion thereof without in each instance obtaining the prior written consent of Operator.

**22. SUCCESSION.** All of the provisions of this Rental Agreement shall apply to bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assignees of the parties hereto.

**23. RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Project are made a part of this Rental Agreement and Occupant shall comply at all times with such rules and regulations.

**24. WAIVER OF JURY TRIAL.** Occupant and Operator waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint brought by either Operator against Occupant or Occupant against Operator 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 or property damage or the enforcement of any remedy under any law, statute or regulation.

**25. BANKRUPTCY.** Occupant's bankruptcy shall constitute an act of default and Operator shall have the right to terminate this Agreement and require Occupant to remove its personal property from the Premises.

**26. OCCUPANT ACKNOWLEDGES** that Occupant has read, is familiar with, and agrees to all of the provisions printed on this Rental Agreement and the attached "Items Illegal for Self-Storage," and Operator and Occupant agree that all such provisions constitute a material part of this Rental Agreement and are hereby incorporated by reference.

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**OCCUPANT SIGNATURE**

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**OPERATOR'S SIGNATURE**

## ITEMS ILLEGAL FOR SELF-SERVICE STORAGE

(We strictly adhere to the State law and any applicable law governing items eligible for storage.)

- Living creatures or organisms
- Dead animals or other carcasses.
- Gasoline, oil, fuel, grease or flammable chemicals
- Explosives, fireworks, or ammunition
- Corrosives
- Toxic or hazardous materials
- Asbestos or products containing asbestos
- Items having a noxious smell
- Controlled substances
- Prohibited weapons under State law
- Stolen property
- Any and all items illegal for self-storage under any law

Please do not ask our employees to break the law by requesting individual exceptions regarding these prohibited items.

Thank you.

Occupant's Initials \_\_\_\_\_