

# Personal Space Mini-Storage LLC

8409 Broadway, Lemon Grove CA 91945  
voice (619) 335-1157 FAX (619) 440-0611  
rentals@personalspaceministorage.com

Date: <u>Today's Date</u>	Unit # <u>221</u>	Approx. size <u>10 x 7</u>	cost <u>As Listed</u>
Date: _____	Unit # _____	Approx. size _____	cost _____
Date: _____	Unit # _____	Approx. size _____	cost _____

## Rental Agreement

Contract No. 12753

**1. This agreement** is between us, Personal Space Mini-Storage LLC, hereafter referred to as Personal Space, and you John Q. Public (and or your successors) hereafter referred to as tenant. This is a binding agreement and you should read it carefully. If there is anything you don't understand we will be happy to explain it to you. However, any dispute will be resolved based solely on this written agreement, any written addendums and the published policies and procedures of Personal Space. The date of this agreement is: Today's Date

**2. Contact Information:** From time to time we may need to reach you. Failure to locate you may have serious consequences, to include loss of your property. Accordingly, we keep contact information on you. We do not sell our customer's information to others. Keeping your information current and accurate is your responsibility. This needs to be done in writing over your signature. You can mail the updated information, to the address shown above. Depending on the urgency, we will make reasonable efforts to reach you by phone, email or post, before forcibly entering your unit or disposing of your belongings. During the registration process you have been asked for an alternative contact. If you have refused to provide an alternative contact or have merely duplicated your own address and/or phone number we will be less likely to be able to contact you when necessary.

The information we have on file for for you is:

NAME: John Q. Public  
ADDRESS: 1234 Local St.  
Lemon Grove, California, 91945  
PHONE: (619) 555-1212, ALT. 888-996-5415

Alternative contact:

NAME: John's Mom  
ADDRESS: 1234 Main St.,  
Disney World, Fl, 33333  
PHONE: 800-736-7531

Please initial that you have read and understood this paragraph and have provided accurate information .

**3. Purpose of this agreement.** This is an agreement to rent one or more storage units to you on a month to month basis at our facility located at 8409 Broadway, Lemon Grove, CA. 91945. Over time, specific units rented may change; this agreement applies to all units rented. Units are rented by their unit numbers. Any reference to size is purely for descriptive purposes and does not guarantee specific dimensions. You are not paying us to store your stuff. You are paying us to rent the space to store your stuff. Our video surveillance, access code entry and monitored burglary and fire systems provide excellent security for the anticipated personal storage use. This facility is not an appropriate location for works of art, expensive jewelery, furs, or negotiable paper. The climate in Lemon Grove is excellent, however, this is not a climate controlled facility. Do not store fine wines, cigars, pharmaceuticals or items of a sensitive or perishable nature. Do not place items subject to water damage directly on the floor. Tenant hereby waives any claim of loss based on emotional or sentimental value. The tenant and the tenant alone assumes all responsibility for the safety of stored belongings. You may be able to add storage insurance to your existing home owner's or renters insurance quite inexpensively. Please check with your agent. You may purchase insurance from TenantOne Direct (applications are available in the office). **We do not purchase insurance for you.** Please initial here that you have read and understood this paragraph and will make your own insurance arrangements. \_\_\_\_\_

**4. Inappropriate items:** Items that should not be stored in a self service storage facility, such as Personal Space, include but are not limited to: 1.) perishables, (you are unlikely to want to eat them when they come out of storage anyway, so dispose of your cereal, flour, Christmas candy etc. ahead of time; 2.) drugs or other contraband, we cooperate fully with the police; 3.) Weapons or firearms; and 4.) dangerous flammables (e.g. Gasoline, propane, solvents, oil based paints. We can not realistically control what you put in or take out of your unit. However if we

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happen to notice you violating this agreement or our posted policies we will request that you refrain and as necessary alert the appropriate authorities.

**5. Negligence:** Fire sprinkler heads need room to be effective. You must maintain an open 18" clearance between the top of your stuff and any sprinkler heads. They will break if they are hit hard enough! If your negligence causes the fire sprinkler system to activate you not only risk damaging your stuff you may also be liable for the losses of Personal Space, any other effected tenants plus liable for any fees charged by the fire department. You may not store hazardous waste nor use a storage facility as a dumping ground for such materials. Please initial that you understand this paragraph \_\_\_\_\_

**6. Rent and term.** This agreement creates a month-to-month tenancy for one or more storage units located at Personal space. Unless specific notice is given the contract will automatically roll over for an additional month. The term of this agreement shall begin on the date you sign this agreement. The initial monthly rent for the unit or units is as described above. It is acknowledged by both parties that the specific rents or units or sizes of the unit(s) in question may change over time. This agreement includes all units rented by the tenant (or successors) from Personal Space during the course of their tenancy. Rent is payable in advance upon the date written above and on the same date thereafter each and every calendar month. If a tenant chooses to rent by the week (as an extension to a longer rental) the weekly rate shall be 30% of the established monthly rate. All other deposits and fees shall remain the same as the monthly rate. From time to time Personal Space may offer discounts to customers who pay some number of months in advance. While payment in advance may entitle you to a discount it does not change the month-to-month nature of our agreement. Prepayment also does not relieve you from the requirement to keep us informed of your current address. Either party may terminate this agreement with proper notice in accordance with paragraph 12 below, If you choose to terminate your rental with proper notice, Personal Space will refund any outstanding credit due you once all rents and fees have been applied. Early termination may understandably cause you to lose your entitlement to a prepayment discount. If this agreement is terminated at Personal Space's option any discount due you will be prorated to the period you actually rented the space or spaces. This agreement is between you and Personal Space. You may not sublease all or part of your space. You may not reassign your rights under this agreement to anyone else. Any violation or attempt to violate this prohibition terminates this agreement.

**7. Rental Payments.** All payments are to be made in a timely manner in U.S. Currency. Timely payment is made when prior to the monthly rental date of this agreement: 1.) a valid credit card transaction occurs depositing funds into Personal Space's bank account, 2.) cash is received over the counter and a receipt for the same is issued by a Personal Space member or employee dutifully charged with this responsibility, 3.) A fully negotiable check is received over the counter or bears a timely U.S. postmark. If the rent is paid by check, it shall be on a U.S. Bank and shall clear the bank the first time without fees or offsets being incurred. Any and all bank charges justly or unjustly charged for the processing of tenants check are solely the tenant's responsibility. Additionally, any check returned by your bank for any reason will incur an additional \$25.00 administrative fee over and above any other late fees or bank fees that are incurred. In the case of a check that is returned and subsequently resubmitted for payment it's date of negotiation is the day on which the funds are made available to Personal Space not the date the check was originally submitted. We do not normally or automatically send statements. If you require statements, or if we are required to send you a reminder notice because you have not paid, the charge is \$5.00 per statement or bill that we mail.

**8. Administrative charge.** Tenant shall also pay to personal space upon execution of this agreement an administrative charge of \$10.00. The administrative charge is not refundable. It's purpose is to cover the administrative costs in establishing your account. Transferring to another unit or renting additional units, will subject you to additional administrative charges. These administrative fees may be reduced or waived solely at Personal Space's discretion.

**9. Late charges:** A late charge shall be paid by the tenant if timely payment is not received within 10 days of the due date. Late charges are as follows:

Monthly rent or fees overdue	Late fee:
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Less than \$60.00	\$10.00
More than \$60.00 but less than \$100	\$15.00
More than \$100 but less than \$134	\$20
Greater than \$134.00	15% of the amount due.

**10. Other Charges** It is not reasonable for Personal Space to pass expenses incurred by the few tenants who fail to pay their bills on to the customers who keep their accounts in good standing. Accordingly, any costs or charges related to: preliminary lien notice (\$10.00), notice of lien sale (\$15.00) and all other notices that Personal Space finds necessary or prudent to send to a tenant as a result of tenant's default under this agreement are costs to be paid by the tenant who is in default. Tenant also agrees to pay to transport their property to any required lien sale and or store their property prior to such sale the actual cost of such transport or storage. This cost will be no less than \$50.00. Removal of tenant's lock, for any reason, is a service fee of \$30.00. Placing and subsequent removal of a red management lock is a service fee of \$5.00. Replacing a damaged latching mechanism is \$40.00. Attempting to circumvent the security system or hours of operation resulting in a response by emergency personnel will result in a charge of \$50.00 plus any subsequent charges by the responding agency. Please initial that you understand and accept these fees. \_\_\_\_\_

**11. Use occupancy and security:** Tenet shall provide, at tenant's expense, a substantial padlock, similar to those available in the office for sale, for securing each space rented under this contract. Only one of the latch openings may be secured by the tenant. The other latch opening is for Personal Space's use. If two locks are used by the tenant the second lock may be removed at tenant's expense. Units must be kept locked at all times except when goods are actively being loaded or unloaded. Personal Space may, but is not required to, secure any units found left in an unlocked condition. Each tenant, in good standing, is provided a personal gate code to enter the facility. Tenants who are ten or more days behind in their rent may have their gate code suspended. Entering the facility without a valid gate code is trespassing. Tenants, who provide their gate code to other tenants, will have their gate code changed, and may be charged for the service and any consequential costs. \_\_\_\_\_

**12. Notices.** In keeping with the month-to-month nature of this agreement all changes to this agreement (except as noted below under emergency conditions), including your notice that you are moving out, require written notice issued 14 calendar days prior to the monthly due date. Notices by tenant shall be delivered in person or minimally with first class mail. We recommend that important notices not delivered personally, be sent by certified mail, return receipt requested. Then you know we received your information. Specific legal notices by Personal Space will be sent by first class mail to your last known address. Refusal or failure of the addressee to pick up mail does not effect our legal requirements to send notice.

**13. California Self-Storage Facility Act.** This facility falls under the California Self-Storage Facility Act. Personal Space is not in business to take your property, nonetheless there may arise circumstances where we have no other choice. **Under the Self-Storage Facility Act, stored property will be subject to a claim of lien by owner (Personal Space) and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. (section 21712). Property subject to a claim of lien may be secured (over locked) by Personal Space with a red management lock until the rent is brought current or the issue is otherwise resolved.**

**14. Abandonment of Property.** Property that remains on the premises of Personal Space after the termination or expiration of this agreement or outside of tenet's assigned space(s) shall be deemed to have been abandoned and without any monetary value. Personal Space shall be entitled to retain or dispose of said property as it sees fit. Costs associated with disposing of the property are chargeable to you. Personal Space provides an apartment sized dumpster for the disposal of moderate amounts of rubbish by our tenants. Make arrangements for access and use of this dumpster through the office. Any ad hoc unauthorized disposal by you of your property whether in the dumpster or not, will result in additional fees and charges.

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**15. Extraordinary Circumstances:** We will not normally access your properly rented space except after due notice has been given as outlined in paragraph 12 above. We may however forcibly remove your lock and enter your space in the following unusual circumstances: 1.) at the request of a duly appointed authorized public official, (police, fire, health and safety, building dept. etc.); 2.) If we have reasonable reason to believe you are in violation of this agreement; 3.) For urgently required facility maintenance; 4.) In an effort to limit damage or prevent further loss of your property due to some other problem in the facility. In all such cases we will endeavor to notify you.

**16. Termination.** This agreement terminates upon any of the following: (1) proper notice, in accordance with paragraph 12 above, by either party terminating the agreement; (2) Tenant fails to pay rent and or fees in a timely manner and Personal Space terminates the agreement in accordance with paragraph 13 above entitled "California Self-Storage Facility Act"; (3) Tenant fails to abide by this agreement or facility regulations and refuses to comply after notice has been given; (4) where the tenant's space is damaged to the point of being unusable and there is no equivalent vacancy to offer the tenant; (5) tenant apparently abandons the space and does not respond to Personal Space's written notice. If this agreement is terminated for any reason tenant is responsible for delivering the space "broom clean" and in good condition.

**17. Unlawful detainer:** As an exception to paragraph 18 below Personal Space retains it's rights to Public Civil Litigation in unlawful detainer actions, or other legal actions in the public state courts for rights of recovery, re-possession, re-entry, and control of the rental unit. Included in this exception are all costs, including enforcement costs, related to the removal and disposal of tenants property. Personal Space additionally does not waive its rights to bring legal actions in Public Courts for the enforcement of judgments and collection of any judgments that were based in whole or in part for the failure of the tenant to pay rents, fees and/or costs as defined in this agreement.

**18. Waiver of rights to public Civil Litigation in state or Federal Courts:** The parties agree that except for the issues raised in paragraph 17 above, all disputes arising under this agreement or from the tenant storage operator relationship that this agreement sets into place, will be resolved by binding mediation or private litigation. Prior to a formal filing of complaint the parties agree to meet in a timely manner at the offices of Personal Space for dispute resolution. If the parties are unable to resolve their differences at this meeting the pros and cons of private litigation vs. binding mediation will be discussed. Ultimately Personal Space will select, at it's option, the most cost effective and efficient means of settlement of any and all disputes. Time is of the essence. The failure to respond or pursue a complaint in a timely manner shall be cause to find against the untimely party.

**19. Miscellaneous:** In the event that any provision of this agreement is deemed invalid, the remainder of the agreement shall be held in full force and effect. Invalid provisions shall be interpreted as much as possible in keeping with their original intent while deferring to the judgment of the law, courts or controlling authority. Failure of any party to enforce any provision of this agreement is not a waiver of that provision or of a future right to enforce.

**Tenant acknowledges that he/she has read and understands this agreement and has been provided a copy. Tenant may revoke this agreement in writing within 24 hours of signing this agreement provided they have not moved into the unit and leave the unit unlocked. Merchandise sales and administrative fees are not refundable.**

\_\_\_\_\_  
Personal Space Mini-Storage Today's Date

\_\_\_\_\_  
Tenant/ Agent Today's Date