

DEPARTMENT: Public Works

By: Michael Edwards

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION:

(Policy Item: Yes __ No X)

Discussion and direction for selection of a self-storage rental facility and negotiation of a rental agreement to store County departments' inactive records.

Public Works mailed invitations to bid for off-site storage space to five local self-store businesses requesting a sealed response by September 24. Of the five, only two responded. Staff recommends awarding the bid to Mariposa Mini Storage because their rates are the lowest of the two received. Copies of the bid information received from each bidder are attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On September 9, the Human Services Department and Visitor's Bureau requested authorization to sign an agreement with a local self-store business. The Board directed Public Works to survey other departments for their needs and to proceed with an informal bid process to obtain the best price available.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. No action. Reject both bids received and allow individual departments to select their own means of off-site records storage at the best available price.

COSTS: (X) Not Applicable

A. Budgeted current FY> \$ _____

B. Total anticipated Costs> \$ _____

C. Required additional funding> \$ _____

D. Internal transfers> \$ _____

COSTS: () 4/5th Vote Required

A. Unanticipated revenues> \$ _____

B. Reserve for contingencies> \$ _____

C. Source description: > _____

Balance in Reserve Contingencies, If Approved:
\$ _____

SPECIAL INSTRUCTIONS:

List the attachments and number the pages consecutively:

1. Bid information & blank agreements
- _____
- _____
- _____
- _____
- _____
- _____

CLERK'S USE ONLY

Res. No.: 97-396 Ord. No.: _____

Vote - Ayes: _____ Noes: _____

Absent: _____ Abstained: _____

- Approved Denied
- Minute Order Attached No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office

Date: _____

ATTEST: _____
MARGIE WILLIAMS, Clerk of the Board

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:


- _____ Recommended
- _____ Not Recommended
- _____ For Policy Determination
- _____ Submitted with Comment
- _____ Returned for Further Action

Comment: _____

C.A.O. Initials: _____

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: MIKE EDWARDS, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board 
SUBJECT: DISCUSSION AND DIRECTION FOR SELECTION OF SELF-STORAGE RENTAL FACILITIES

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,
ADOPTED THIS Order on October 7, 1997

ACTION AND VOTE:

B) Discussion and Direction for Selection of Self-Storage Rental Facilities
BOARD ACTION: Discussion was held and Mike Edwards advised that they did not receive a reply from the company contacted by Visitors Bureau and Human Services for storage. (M)Parker, (S)Balmain, Res. 97-396 adopted accepting the lowest responsible bid (Mariposa Mini Storage) and direction was given for Visitors Bureau and Human Services to utilize this facility/Ayes: Reilly, Balmain, Stewart, Parker; Noes: Pickard.

cc: Jeff Green, County Counsel
Tom Archer, Human Services Department
Ken Hawkins, Auditor
Steve Hayes, Visitors Bureau Director
File



COUNTY of MARIPOSA

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 FAX (209) 966-2828

DEPARTMENT OF
PUBLIC WORKS
Divisions of:
• Design & Construction
• Administration
• Operations

September 11, 1997

MICHAEL D. EDWARDS
Director

Mariposa County is seeking sealed bids to provide off-site records storage, and your participation is invited. The following minimum information is required for consideration of your bid:

1. Schedule of rental fees by storage unit size (include monthly, quarterly, annually); include price breaks for multiple-unit rentals
2. Description of any miscellaneous fees or deposits required
3. Size and number of units
4. Hours of unit access
5. A copy of rental or lease agreement
6. Any other applicable terms or conditions

BIDS WILL BE OPENED ON WEDNESDAY, SEPTEMBER 24, 1997 AT 3:00 P.M.

Your sealed bid must be marked "Storage Bid" on the outside of the envelope and received before the above date and time at:

Mariposa County
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

If you have any questions, please contact Sue Mejica at 966-5356.

Sincerely,

Michael D. Edwards
Public Works Director

Storage businesses that received invitation to bid:

Archie's Mini Storage

~~5720 Highway 49N~~ *4857 Morningstar Lane*
Mariposa, CA 95338

Bootjack Mini Storage

~~3896 Bootjack Lane~~ *P.O. Box 1166*
Mariposa, CA 95338

Mariposa Mini Storage

P. O. Box 1827
Mariposa, CA 95338

Mariposa Self Stor

P. O. Box 1133
Mariposa, CA 95338

Triangle Mini Storage

3125 Triangle Road
Mariposa, CA 95338



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4639 Ben Hur Road
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DEPARTMENT OF PUBLIC WORKS

- Divisions of:
- Design & Construction
 - Administration
 - Operations

September 11, 1997

MICHAEL D. EDWARDS
Director

Archie's Mini Storage
5720 Highway 49 North
Mariposa, CA 95338

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1. Schedule of rental fees by storage unit size (include monthly, quarterly, annually); include price breaks for multiple-unit rentals
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Mariposa, CA 95338

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Sincerely,

Michael D. Edwards
Public Works Director

Storage Beds
monthly

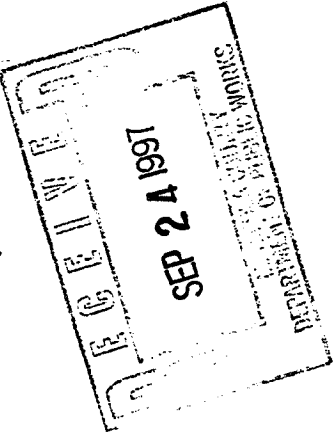
5 X 5	20.00	per mo
5 X 10	30.00	per mo.
10 X 10	48.00	per mo.
10 X 15	68.00	per mo.
10 X 20	78.00	per mo

*Note 15⁰⁰ Deposit refund
when vacate*

20 Discount on 6 month prepay

Access: 7 DAYS (7 AM to 7 PM)

ARCHIE'S MINI STORAGE
4857 Morningside Lane
Mariposa, CA 95338



10/13/97
with

Note:

Building Standing Seam Roof - No leaks
A in foundation, insulated ceilings

Public Works

Storage Bid

RENTAL AGREEMENT

NAME: _____
SPACE No.: _____

THIS RENTAL AGREEMENT is executed in duplicate on this _____ day of _____, 19 _____, by and between ARCHIE'S MINI STORAGE, 5720 Highway 49 North, Mariposa, CA 95338, 209-966-5909, ("Owner").

and _____ ("Occupant") whose residence and alternate addresses are set forth below, 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. DESCRIPTION OF PREMISES. Owner leases to Occupant and Occupant leases from Owner Enclosed Space No. _____ (approximately _____) and/or Parking Space No. _____ (hereinafter 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. Occupant shall have access to the Premises and the common areas of the Project only during such hours and days as are regularly posted at the Project.

2. TERM. (Occupant's Initial - initial only one)
A. 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.
B. 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 for a period of one year and hereinafter on a month-to-month occupancy until terminated.

3. RENT. Occupant shall pay Owner as a monthly rent, without deduction, prior notice, demand or billing statement, the monthly sum of \$ _____ plus additional monthly rent of \$ _____, due pursuant to paragraph 12, per month in advance on the first day of each month; provided, however, that the respect to a term of one year, the Occupant shall prepay twelve (12) months' rent on the commencement date. If the term of the 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. However, 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 the 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. FEES AND DEPOSITS.
(a) Concurrently with the execution of the Rental Agreement, Occupant shall pay to Owner \$ _____ as a nonrefundable new account administration fee.

(b) All rent shall be paid in advance on the first day of the month and in the event Occupant shall fail to pay the rent by the 10th day of the month, Occupant shall pay, in addition to any other amounts due, a late charge of \$ _____.

(c) Concurrently with the execution hereof, Occupant shall deposit with Owner \$ _____ to secure Occupant's performance to the provisions of this Rental Agreement. Owner may commingle the deposit with funds in its general accounts, and may, at Owner's election, apply the deposit to any amounts due and unpaid by Occupant hereunder. The balance of the deposit shall be returned to Occupant, without interest, within two (2) weeks after the termination of this Rental Agreement provided that Occupant is not in default hereunder.

(d) If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days, Occupant shall pay a lien handling charge of \$ _____ for Owner's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs.

5. USE OF PREMISES AND COMPLIANCE WITH LAW. Occupant shall store only personal property that Occupant owns 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, \$5,000.00. Occupant may store personal property worth substantially less than \$5,000.00 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, or is expected to be, at or near \$5,000.00. 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, and 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. 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

ARCHIE'S MINI STORAGE
5720 Highway 49 North
Mariposa, CA 95338
(209) 966-5909

Occupant Information section with fields for Driver's License, Auto License, Auto Description, Social Security Number, and Credit Cards and Numbers.

13. ALTERATIONS. Occupant shall not make any alterations of any kind or description whatsoever to the Premises without, in each instance, the prior written consent of the Owner.
14. LOCK. 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. Occupants shall not provide Owner or Owner's Agents with a key and/or combination to Occupant's lock.
15. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES. Occupant shall grant Owner, Owner'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, Owner, Owner's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Occupant's locks and enter the Premises for the purpose of examining the Premises or the contents thereof or 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 application local, state or federal law or regulation governing hazardous or toxic substance, material or waste, 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.
16. NO WARRANTIES. 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.
17. TERMINATION AND DEFAULT. Owner may terminate this Rental Agreement at the expiration of any term by giving written notice to Occupant by certified 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 the Rental Agreement at any time by giving two (2) days oral or 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.
18. CONDITION OF PREMISES UPON TERMINATION. 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 shall immediately deliver possession of the Premises to Owner in the same condition as delivered to Occupant on the commencement date of the Rental Agreement, reasonable wear and tear expected.
19. RELEASE OF OCCUPANT INFORMATION. Occupant hereby authorizes Owner to release any information regarding Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts.
20. NOTICES. 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 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 thereon fully prepaid and addressed in accordance with the provisions hereof.
21. NOTIFICATION OF CHANGE OF ADDRESS. In the event Occupant shall change Occupant's place of residence or alternate name and address as set forth on this rental Agreement, Occupant shall give Owner written notice of any such change written within ten (10) days of the change, specifying Occupant's current residence and alternate name, address and telephone numbers.
22. ASSIGNMENT. 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 in this Rental Agreement occurring after such assignment or transfer.
23. SUCCESSION. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
24. CONSTRUCTION. 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 of such prohibition or invalidating the remainder of such provision or the remaining provisions of this Rental Agreement.
25. TIME. Time is of the essence of this Rental Agreement. Facility hours: (7: a.m. to 7: p.m. , 7 days a week)
26. 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. Owner shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises, Project and all common areas, or for the preservation of good order, and upon the posting of any such amendments or additions in a conspicuous place at the Project they shall become a part of this Rental Agreement.

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

OWNER: ARCHIE'S MINI STORAGE

Alternate name address (relative, business, close friend):

Received By (OWNER/OWNER'S AGENT): _____

Name: _____

AUTHORIZED FOR ACCESS:

Street Address: _____

Occupant's Initials: _____

City, State, Zip Code: _____

Occupant's Initials: _____

Telephone Number: _____

OCCUPANT Signature: _____

Name (Please Print): _____

Street Address: _____

RECEIVED _____ DATE: _____

City, State, Zip Code: _____

DATE OF RENTAL AGREEMENT: _____

Telephone Number: _____

ENCLOSED SPACE No. : _____

END OF RENTAL AGREEMENT

Make checks payable to: THOMAS R. ARCHIBALD

MAILING ADDRESS:

4857 Morningstar Lane
Mariposa, CA 95338

OR Deposit Rent in LOCK BOX Located at:

ARCHIE'S MINI STORAGE
5720 Highway 49 North
Mariposa, CA 95338

MARIPOSA MINI STORAGE
5052 FAIRGROUNDS ROAD
P.O. BOX 1827
MARIPOSA, CALIFORNIA 95338
(209) 966-2199

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

September 15, 1997

RE: Storage Bid

1. The following fees are presently in effect for storage units:

- A. 5 X 5-\$19/month
- B. 5 X 10-\$28/month
- C. 10 X 10-\$45/month
- D. 10 X 15-\$62/month
- E. 10 X 20-\$75/month

There is a 5% discount if the fee is paid a year in advance. There are no discounts for multiple unit rentals.

2. There is a \$15 per unit security deposit required on each unit rented.

3. Mariposa Mini Storage has 84 units with the following mix:

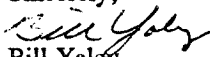
- A. 14-5 X 5 units
- B. 12-5 X 10 units
- C. 27-10 X 10 units
- D. 7-10 X 15 units
- E. 24-10 X 20 units

4.. There is 24 hour access to the units.

5. Copy of rental agreement is attached.

Thank you for your consideration in this matter.

Sincerely,


Bill Yaley
Manager

MINI-STORAGE SPACE RENTAL AGREEMENT

MARIPOSA MINI STORAGE

For MARIPOSA MINI STORAGE (herein the "Landlord" or "Facility"), located at 5052 Fairgrounds Road, Mariposa, CA 95338. THIS AGREEMENT is made with the reference date of _____, 19__ between Landlord and the following person (s) (herein the "Tenant"). "Tenant" includes each of the people listed below and any reference to "He", "She", or "It" includes each other.

Tenant Name: _____

Driver's Lic. #: _____ State: _____

Present Address: _____

City: _____ State: _____ Zip: _____

Employer _____

In case of an emergency, who would always know how to reach you?

Name: _____

Telephone (Home): _____

Telephone (Work): _____

1. PREMISES RENTED: Landlord rents to Tenant and Tenant rents from Landlord, Space No. _____ (herein the "Space" or "Premises") in the Facility. The approximate size of the Space is _____ ft. by _____ ft.

Tenant's Initials

2. TERM: The tenancy created under this Agreement shall commence on _____, 19__, and shall continue from the first day of the month immediately following on a month-to-month tenancy unless sooner terminated, in accordance with the terms of this Agreement. Tenant agrees to deliver possession of the Space upon expiration of this Agreement.

Tenant's Initials

3. BASE RENT: Tenant's beginning rent ("rent") shall be \$ _____ per month, payable on the first (1st) day of each month during the term.

Tenant herewith pays \$ _____ for the period _____ 19__ to _____, 19__.

Tenant's Initials

3.1. All rent shall be mailed to: P.O. Box 1827, Mariposa, CA 95338

3.2. Late Charges: If rent is not paid in full by 11:59 p.m. on the tenth (10th) day of the month for which the rent is due, a late charge of ten dollars (\$10.00) will be added to the rent. This charge is necessary to compensate Landlord for the extra expense of collection of late rent. Checks returned by the bank are considered late for the month for which they are written. A service charge of twenty-five dollars (\$25.00), in addition to applicable late charges, will be added to the rent for each check dishonored by the bank. An additional ten dollar (\$10.00) service fee will be charged for any Pre-Lien Notice sent, plus an additional ten dollar (\$10) service fee will be charged for any Lien Notice sent.

Tenant's Initials

This provision shall not be construed as a waiver by Management of its right to enforce any provision hereof after any default on the part of Tenant. Furthermore, the acceptance of payment shall not constitute a waiver of any breach of rule, regulation or any covenant of the Rental Agreement nor shall it reinstate, continue or extend the term of Tenant's Rental Agreement or affect any notice, demand or suit thereafter.

3.3. Any prorations of rent shall be calculated on the basis of 30 days in a month.

4. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Space which Tenant, in Tenant's sole discretion, deems sufficient to secure the Premises. Tenant shall not provide Landlord a key nor combination to Tenant's lock

5. ACCEPTANCE AND CONDITION OF PREMISES. Tenant affirms that he/she has inspected the Space and all other premises of the Facility, found them to be as represented, and accepts them in good state of repair. Tenant further acknowledges and agrees that the Space, Premises, and Facility are satisfactory, including the degree of safety and security, for all purposes for which the Tenant shall use the Space, Premises and Facility. Tenant agrees to report immediately to the Landlord any condition on the premises in need of repair. Tenant acknowledges that he/she is aware of uneven and slippery surfaces in the facility and the absence of lighting in most areas. Tenant will carry a light and assumes risk of injury from surface conditions in the facility. Any claim or dispute related to the condition of the Premises including safety or security shall be brought within one (1) year after the date of occurrence.

6. USE OF PREMISES AND COMPLIANCE WITH LAW: Tenant acknowledges that the Premises may be used only for storage of personal property, and that the use of the premises for the conduct of a business or for habitation by humans or animals is prohibited. Tenant may store personal property of various types and values in or about the Premises without Landlord's knowledge, supervision, or control. Tenant shall not store on the premises any perishable goods, improperly packaged food, flammable materials, hazardous materials, explosives or other dangerous materials, nor shall Tenant perform any welding or automobile or other vehicle repair on the Premises or in the Facility. Tenant agrees not to use the Premises in any manner that will increase the risks of or the rate of insurance or cause cancellation of any insurance policy covering the Premises. Tenant shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities concerning use of the Premises. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other tenants, other persons, or other property. Tenant acknowledges and agrees that the Premises and the Facility are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable property such as books, records, writing, works of art, objects for which no immediate resale market exists, and objects which are claimed to have special or emotional value to Tenant. Tenant agrees that the value of any such item shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. TENANT SHALL PLACE ONLY ONE LOCK ON THE STORAGE UNIT.

Tenant' Initials

7. **INSURANCE:** Landlord does not provide insurance for Tenant's property on the Premises. Tenant, at Tenant's sole expense, shall maintain any desired policy or policies of insurance from insurance companies of Tenant's choice, covering the personal property in or about the Premises and providing coverage for damage by fire, extended coverage perils, vandalism, and burglary. To the extent Tenant does not maintain insurance for the full value of the personal property stored in the Space, Tenant shall be deemed to be "self-insured". To the extent that Tenant is self-insured, Tenant shall bear all risks of loss or damage. Tenant hereby releases Landlord and all authorized representatives and employees from any and all claims for damage or Loss to the personal property in, on or about the Premises that are caused by or result from perils that are, or would be, covered under the insurance policy described above and hereby waives any and all rights of recovery against Landlord in connection with any damage which is or would be covered by any such insurance. While information may be made available to Tenant with respect to insurance, Tenant understands and agrees that Landlord is not an insurer, insurance agent, insurance broker, or insurance solicitor and does not assist and has not assisted Tenant in the explanation of coverage or in the making of claims under any insurance policy.

Tenant's Initials

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

8.1 **INDEMNIFICATION.** Tenant hereby waives all claims and demands against Landlord, and hereby agrees to indemnify and save Landlord free and harmless from liability for all claims and demands for any loss, damage, or injury together with all costs and expenses resulting from the circumstances described in the Paragraph 8.

8.2 **LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT LANDLORD AND/OR LANDLORD'S AGENTS OR EMPLOYEES WILL NOT BE LIABLE FOR ANY DAMAGES, INJURIES, LOSSES OR EXPENSES OF TENANT, OR ANY EMPLOYEES OR GUESTS OF TENANT, AS A RESULT OF ANY THEFT OF, OR DAMAGE TO THE PROPERTY PLACED IN THE SPACE OR PREMISES BY FIRE, WATER, RODENTS, OR OTHERWISE, CAUSED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF LANDLORD OR LANDLORD'S AGENTS OR EMPLOYEES. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE LIABILITY OF LANDLORD AND/OR LANDLORD'S AGENTS OR EMPLOYEES, WHETHER IN CONTACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE RENT PAYMENTS PAID BY THE TENANT, AND UNDER NO CIRCUMSTANCES SHALL LANDLORD AND/OR IT AGENTS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF LANDLORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INCLUSION OF THE TERMS OF THIS PARAGRAPH 8 WAS A CONSIDERATION IN ESTABLISHING THE RENTAL RATE FOR THE PREMISES.

Tenant's Initials

9. ALTERATIONS PROHIBITED. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Space or Premises without in every case first obtaining the prior written consent of Landlord.

10. RIGHT TO ENTER, INSPECT AND REPAIR PREMISES. Tenant shall give Landlord or the representatives of any governmental authority including police and fire officials, access to the Space upon three (3) days prior written notice to Tenant. In the event Tenant does not grant access to the Space as required or in the event of an emergency or upon any default of any of Tenant's obligations under this Agreement, Landlord or the representatives of any governmental authority shall have the right to remove Tenant's lock and enter the Space for the purpose of examining the Space or the contents thereof or for the purpose of making repairs or alterations to the Space and taking such other action as may be necessary or appropriate to preserve the Premises, or to comply with applicable law or to enforce any of Landlord's rights. In the event of any damage or injury to the Space, Premises, or Facility arising from the active or passive acts, omissions, or negligence of Tenant, all expenses reasonably incurred by Landlord to repair or restore the Space, Premises, or Facility shall be paid by Tenant as additional rent and shall be due upon demand.

11. DISCLAIMER OF WARRANTIES. LANDLORD MAKES NO EXPRESS WARRANTIES IN CONNECTION WITH THIS TRANSACTION. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Tenant's Initials

12. TERMINATION AND DEFAULT.

TERMINATION OF THIS AGREEMENT BY TENANT

12.1. Tenant understands that this Agreement will remain in effect and that Tenant will be liable to pay rent and other applicable charges as set forth in the Agreement whether or not Tenant occupies the Premises or stores any personal property within the Space for the term of this Agreement.

12.2. Tenant will give written notice to Landlord of not less than thirty (30) days before vacating tenancy.

TERMINATION OF TENANCY BY LANDLORD

12.3. This Rental Agreement at the sole option of Landlord may be declared forfeited and/or the tenancy may be terminated in accordance with the provisions of applicable law. Any such rights granted Landlord due to any amendments, deletions, or modifications of applicable law may be enforced by Landlord.

13. CONDITION OF PREMISES UPON TERMINATION. Upon termination of this Agreement, Tenant shall remove all of Tenant's personal property from the Space and Premises (unless such property is subject to Landlord's lien rights pursuant to state law) and shall immediately deliver possession of the premises to Landlord in the same condition as delivered to Tenant upon the commencement date of this Agreement, reasonable wear and tear excepted. Tenant will be assessed an additional charge for any cleaning or trash removal that may be required at termination.

Tenant's Initials

14. NOTICES. Any written notices or demands required or permitted to be given under the terms of this 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 to be served at the address of such party provided for in this 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 dated of deposit in the United States Mail with postage thereon fully prepaid and addressed in accordance with the provisions hereof.

14.1. Where written notices as required by law are given to terminate the rental agreement the tenancy terminates on the day designated in the notice of termination and without regard to the expiration of the period for which rents are to be paid.

14.2. In the event Tenant changes Tenant's place of residence or alternate address from the place set forth below, Tenant shall give Landlord written notice of any such change within ten (10) days of the change, specifying Tenant's current residence and alternate address and telephone numbers.

15. WAIVER OF DEFAULT. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair any such right or remedy or be construed as a waiver. No waiver by Landlord of Landlord's right to enforce any provision thereof after any default on the part of Tenant shall be effective unless made in writing and signed by Landlord nor shall it be deemed a waiver of Landlord's right to enforce each and all of the provisions hereof upon any further or other default on the part of the Tenant. The acceptance of rent hereunder shall not be, or become construed to be, a waiver of any breach of any term, covenant or condition of this Agreement, not shall it reinstate, continue or extend the term of the Tenant's Rental Agreement or affect any notice, demand or suit thereunder.

16. ATTORNEY'S FEES AND COSTS. In the event that suit or action is instituted in connection with this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and expenses in such amounts as the trial or appellate court, in the event the litigation is appealed, may determine. A party shall be deemed a prevailing party if the judgment is rendered in his favor or where the litigation is dismissed in his favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

17. ADDITIONAL PROVISIONS.

17.1. Transfers of Owner's Interest. In the event Owner transfers its reversionary interest in the Facility, Owner shall be automatically relieved of any obligations hereunder occurring after the date of such transfer, provided such obligations are assumed in writing by the transferee.

17.2. Governing Law. This Rental Agreement shall be governed by and construed pursuant to the laws of the State of California.

17.3. Abandonment. If personal property is abandoned by Tenant, Landlord may dispose of the personal property in any manner deemed appropriate by Landlord. Tenant shall pay, upon demand, all costs and expenses incurred by Landlord in moving or storing such abandoned property. For the purposes of this agreement "abandoned" shall mean that the property was left on the premises under circumstances which indicate that the tenant has no intention of asserting any further claim to the property.

Tenant's Initials

17.4. Captions. The titles of paragraphs herein are for identification only and are not to be considered to be part of this Rental Agreement, nor to be restrictive in any manner of the provisions of any of the paragraphs of this Rental Agreement.

17.5. Arbitration. Any disputes arising in connection with this Agreement shall be resolved by Arbitration under the rules established for Court annexed arbitrations in the County where the premises are located.

18. INVALIDITY OF PROVISIONS. If any provision of this Agreement becomes invalid or illegal under applicable federal, state, or local law, said provision shall be deemed null and void from the date of such invalidity or illegality and Landlord shall not enforce it (after receiving adequate and authoritative notice of its invalidity or illegality). Tenant agrees not to seek recovery of damages from Landlord from attempting to enforce such provision, rule or regulation, or policy in good faith prior to receiving notice of its invalidity or illegality. In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT. Tenant acknowledges that neither the Manager or any other persons are authorized to make any representations or agreements with Tenant about the Facility unless those agreements and representations are contained in this Agreement or other pertinent documents referenced herein. This Agreement supersedes all prior and contemporaneous agreements representations and understandings of Tenant, and any other person or the Facility.

20. SECURITY DEPOSIT. On execution of this Agreement, Tenant shall deposit with Landlord a security deposit for the performance of the provisions of this Agreement by Tenant. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or compensate Landlord for any damage sustained by Landlord resulting from Tenant's default. On demand Tenant shall immediately pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord, as provided in this paragraph, so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord's obligations with respect to the security deposit are those of a debtor and not a Trustee. Landlord may maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit. The security deposit will be returned or refunded in accordance with law.

THE SECURITY DEPOSIT FOR THE SPACE IS \$ _____.

TENANT BY EXECUTING THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THIS AGREEMENT. TENANT STATES THAT HE/SHE HAS READ ALL OF THESE DOCUMENTS AND UNDERSTANDS THEM TO THE BEST OF HIS/HER ABILITY AND IS WILLING TO ABIDE BY THIS RENTAL AGREEMENT.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Authorized Agent of Landlord _____

Date: _____

Tenant's Initials: _____