

Shields Storage LLC

Rental Agreement

Physical Address

47550 Shields Road
Indio, CA 92201
Phone: (760) 898-1444
Phone: (626) 824-8269
Fax: (626) 913-4035

Billing Address

19129 E. San Jose Avenue
City of Industry, CA 91748

Email: wendy@industrylift.com
mike@industrylift.com

Shields Storage, "Landlord", hereby rents space to:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Res. Phone: _____
Cell Phone/Business Phone: _____
Driver's License #: _____
Email: _____

Space Rented: _____
Start Date: _____
End Date: _____
Items Stored: _____
(length, trailer, motorhome, etc., other)
Descript. (Make/Color) _____
Vehicle License Plate #: _____
Vehicle Vin#: _____
Alt. License Plate #: _____

Gate Access Code: _____
Credit Card: _____ Exp. _____ Cvv: _____

Rental Rate Per Year: \$ _____
Per Month: \$ _____
Prepaid Rent: \$ _____
Rent Due Date: _____

Miscellaneous Charges	
1st Late Charge:	\$25.00
2nd Late Charge:	\$25.00
Returned Check Charge:	\$25.00

Alternate Contact for Notices:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Phone: _____

Persons Authorized To Access Storage Area:
Name: _____
Name: _____

There may be important provisions and conditions that appear on the reverse side of this Rental Agreement. Do not sign this agreement before you have read the entire agreement and full understand the terms and conditions contained in it.

TENANTS STORE PROPERTY AT THEIR RISK:

- I understand Shields Storage and its management:
1. Is a Landlord renting space, is not a warehouseman, and does not take custody of my property;
 2. Is not responsible for loss or damage to my property;
 3. Does not provide insurance on my property for me; and
 4. Requires that I provide my own insurance coverage or be "Self-Insured" (personally assume risk of loss or damage).

Tenant Signature Date Signed

Shields Storage (Landlord/Agent) Date Signed

Tenant Initials: _____

**Addendum to Shields Storage Rental Agreement
NO RENT REFUND**

- 1 TERM: The term of this tenancy shall commence on the date the agreement is executed and shall continue from the first day of the month.
- 2 RENT: The rent shall be the amount stated above. Rent is due the first day of each calendar month, in advance and without demand. Landlord reserves the right to require that rent and other charges be paid in cash, certified check or money order. If rent is not paid by the 10th day of the month due, Tenant agrees to pay a late charge of \$25.00. If rent is not paid by the 21st day of the month, tenant agrees to pay an additional late charge of \$50.00. Tenant agrees to pay a \$25.00 charge for any returned check. Landlord may change the monthly rent and other charges by giving Tenant 10 days advanced written notice at the address stated in this agreement. The new rent shall become effective on the first day of the next month rent is due.
- 3 TERMINATION: Thirty (30) days written notice given by Landlord or Tenant to the other party will terminate this tenancy. Tenant must leave the rented area in good conditions, and is responsible for all damages.
- 4 USE OF STORAGE SPACE: Landlord is not engaged in the business of storing goods for hire and no bailment is created this agreement. Landlord exercised neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage area only for the storage of property wholly owned by the Tenant. Tenant agrees not to store property with a total value in excess of \$25,000 without written permission of the Landlord. If such written permission is not obtained, the value of the Tenants' property shall be deemed not to exceed \$25,000. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.
- 5 HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Tenant is strictly prohibited from storing or using materials in the storage space classified as hazardous or toxic under any local, state or federal law regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity as set forth below specifically includes any cost, expenses, fines or penalties imposed against the Landlord, arising out of storage, or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitee or guests. Landlord may enter the storage space at any time to remove and dispose of prohibited items.
- 6 INSURANCE: Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subjugated to any claim of Tenant against Landlord, Landlord's agents or employees for loss or damage to property.
- 7 RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage area by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employee shall not be liable for any loss of or damage to any personal property at the storage area arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.
- 8 RELEASE OF LANDLORD'S LIBABILITY FOR BODILY INJURY: Landlord, Landlord's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage area, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.
- 9 INDEMNITY: Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of storage area and common areas, including claims for Landlord's active negligence.
- 10 **DEFAULT AND LANDLORD'S LIEN: Landlord is hereby given a lien on the Tenant's stored property for rent and other charges becoming due under this agreement. In the event Tenant defaults on Tenant's obligation to pay rent and other charges. Landlord may sell Tenant's property in a manner consistent with the laws of the State of California.** Under California law your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and charges due remain unpaid for fourteen (14) consecutive days.
- 11 DISCLOSURE OF LIENS: Tenant is required to disclose any lien holder or secured parties who have an interest in property that is or will be stored within Tenant's storage area.
- 12 LOCKS: Tenant shall provide, at Tenant's expense, a lock for the storage area, (when appropriate) which tenant, in Tenant's sole discretion, deems sufficient to secure the storage area or stored item. Landlord may, but is not required, to lock the storage area or item if it is found open.
- 13 TENANT ACCESS: Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord in order to maintain order on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter or leave the premises.
- 14 LANDLORD'S RIGHT TO ENTER: Tenant grants Landlord, Landlord's agents or representatives of any governmental agency, including police and fire official's access to the storage area. Tenant will be notified within three (3) days of any such access.
- 15 PROPERTY LEFT ON THE PREMISES: Landlord may dispose of any property left on the premises by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Landlord in disposing of such property.
- 16 NOTICES: All notices required by this Rental Agreement shall be sent first class mail postage pre-paid to Tenant's last known address. Notices shall be deemed given when deposited in the United States mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Landlord by the U.S. Postal Service. All statutory notices shall be sent as required by law.
- 17 SUCCESSION: All of the provisions in this Rental Agreement shall apply to, bind, and be obligatory upon the Tenant's heirs, assigns, executors, administrators, representatives, and successors. This agreement may not be transferred without the expressed written agreement of the Landlord.
- 18 WAIVER: No waiver by Landlord, Landlord's agents and employees, of any breach or default by tenant in the performance of any covenant, condition or term contained in this agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.

Tenant Initials: _____

- 19 NO WARRANTIES: Landlord, Landlord's agents or employees as to the suitability of the storage area for tenant's intended use give no expressed or implied warranties. Landlord disclaims and tenant waives any implied warranties of suitability or fitness for a particular use.
- 20 NO ORAL AGREEMENTS: This rental agreement contains the entire agreement between Landlord and tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage area for the storage of tenant's property, and that tenant has made his own determination of such matters solely from inspection of the storage area. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord or by Landlord's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that both parties may modify this agreement only in writing.
- 21 CHANGE OF ADDRESS: It shall be the duty of the tenant to furnish the Landlord notification, in writing, of any change of tenant's address or phone number.
- 22 ENFORCEABILITY: If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

Tenant Initials: _____

SHIELDS STORAGE RENTAL POLICIES

- 1 Tenants must park in the space assigned to them by Shields Storage. **DO NOT PARK IN ANY SPACE OTHER THAN THAT ASSIGNED TO YOU.**
- 2 Any vehicle parked in a space not assigned to them will be towed at the owner's expense.
- 3 Any vehicle not on file with Shields Storage will be towed at the owner's expense.
- 4 Each tenant will use only the gate code assigned to them in order to gain access to Shields Storage.
- 5 Do not share your gate code with other persons. If any tenant is caught sharing their gate code that tenant, along with the second party, will be asked to remove their vehicle from Shields Storage.
- 6 Tenants must inform Shields Storage of their intent to vacate the premises and terminate their rental agreement. Notification can be given by phone, fax or email and must be received two days prior to vacating the premises.
- 7 If any tenant vacating the premises and terminating their rental agreement does not notify Shields Storage of the date they are vacating, Shields Storage will assume the tenant continues to store their vehicle and therefore will continue to charge the credit card on file monthly until notified of tenant's vacating.
- 8 Tenants paying on a yearly or bi-yearly basis must inform Shields Storage of their intent to renew or terminate their rental agreement. If Shields Storage does not receive notification of intent to vacate or renew Shields Storage will assume the tenant continues to store their vehicle and therefore will charge the credit card on file for renewal of the rental agreement.
- 9 Once the credit card is charged for the renewal of the rental agreement, when/if the tenant notifies Shields Storage informing Shields Storage they have vacated the premises, any charges to the credit card after the notification date will be credited back to the credit card.
- 10 Repairs, maintenance or washing of vehicles stored at Shields Storage is not permitted.
- 11 Tenant is not permitted to allow access to Shields Storage to any mechanic, vehicle detailer or any other persons to maintain, repair or wash their vehicle.

I, _____, currently occupying Space _____ at Shields Storage, have read and agree to the policies as outlined above.

Tenant Signature

Date

Shields Storage

Date

Tenant Initials: _____

CREDIT CARD AUTHORIZATION

_____ Visa

_____ Master Card

_____ American Express

Credit Card Account # _____

Credit Card Expiration Date: _____

Code: _____

Name as it Appears on Card: _____

Payment Amount (US Dollars) \$ _____

Billing Address: _____
(Where statements are sent)

City _____

State/Province _____

Zip/Postal Code _____

Country: _____

Daytime Phone # _____

Fax #: _____

Email Address: _____

Emergency Contact: _____

Cardholder Signature: _____

Date: _____