

Smith's Rent A Car
RV Storage
3160 Santa Rosa Ave,
Santa Rosa, CA 95407

Space # _____

This **AGREEMENT**, made and entered into this _____, _____, _____ by and between **SMITH'S RENT A CAR**(HEREINAFTER CALLED "Owner"), the party of the first part, and _____(hereinafter called "Renter", the part of the second part.)

WITNESSETH

WHEREAS, the Owner is in the business of maintaining and operating facilities in the County of Sonoma for the storage of motor vehicles and other wheeled equipment, and in connection therewith has fenced the premises whereon such personal property may be parked by the persons owning the same; and

WHEREAS, The Renter desires to rent a parking space from the Owner for the storage of wheeled personal property as described below; and

WHEREAS, the parties desire to set forth their respective rights and liabilities with regard thereto,

NOW, THEREFORE the parties hereto do hereby agree as follows:

1. **The Owner** does hereby rent to Renter a parking space for the use of the Renter for the storage of the following personal property:

VEH MAKE: _____ MODEL: _____ YEAR: _____

BOAT MAKE: _____ MODEL: _____ YEAR: _____

INSURANCE CO: _____ LENGTH: _____

LICENSE PLATE #: _____

DRIVER'S LICENSE #: _____ EXP: _____ D.O.B. : _____

2. **The tenancy** hereby created shall be from month to month, commencing on _____, _____, _____ at a rental rate of \$ _____ per month, payable in advance on the 1st day of each month of tenancy. **If payment is not in the office by the 10th of the month, a late charge of \$20 will be added. Payments should be mailed to 3160 Santa Rosa Ave, Santa Rosa, CA 95407.**
3. **The Renter** may terminate the tenancy at any time by **giving a 30 day notice** thereof to the owner and by removing the stored property; provided, however, that all rentals and other accrued charges must be paid in full before removal of the stored property. The Owner may terminate the tenancy by giving notice of termination to the Renter, such notice to be given **10 days** in advance of the termination date. Upon termination by the Owner, the Renter shall pay

all rents and accrued charges due and shall promptly remove all property belonging to the Renter from the rented parking space(s).

4. **The Renter** hereby grants to the Owner a lien upon the property of the Renter stored hereunder, such lien to continue until all rentals and other monies due from the Renter to the Owner hereunder shall have been paid in full. If the account falls behind and is not paid within **30 days**, lien sale action will be started.
5. **It is expressly agreed** that the Owner is providing parking space only, and in the event of the loss of, destruction of, or damage to, the property of the Renter (unless such loss, destruction or damage is caused by the willful misconduct or gross negligence of the Owner, its agents, servants or employees), the Owner shall not be liable to the Renter for any such loss, destruction or damage.
6. **The Renter** shall not store material or flammable, explosive or corrosive nature (other than is normally contained in the fuel tanks of the wheeled vehicles(s) parked by the Renter), nor shall the Renter store any material the possession of which is a violation of any Federal, State or Municipal Statute, law, ordinance or regulation. Including but not limited to: Any living thing, used tires, firearms, drugs or drug paraphernalia, Hazardous items of any kind, hazardous waste material of any kind, items that produce odors of any kind, item deemed inappropriate by manager or staff of the facility.
7. **The Renter** shall not have the right to remove any parked vehicle(s) unless and until any and all accrued and unpaid rentals and other charges have been paid in full. The Owner will keep posted in a conspicuous place, the hours of business when the gate of the premises with the Owner will be open for the purpose of parking and removing the vehicles(s) of the Renter. Except in the event of an emergency, or by prior arrangement with the Owner, the Renter shall not be given access to the premises of the Owner for the purpose of parking or removing the vehicles(s) of the Renter at hours other than the normal hours of the Owner as so posted.
8. **The Renter** shall retain all keys to all vehicles parked unless otherwise specified in Paragraph 1 hereof.
9. **Notices** to be given to the parties hereunder shall be by First Class Mail, with the postage thereof fully prepaid, addressed to the Owner at 3160 Santa Rosa Ave, Santa Rosa, CA 95407, and addressed to the Renter at (see below). Rent shall be received in Office by the 10th day of the month or a late fee shall be assessed.
10. **Except as herein** expressly set forth, this Agreement shall not be construed as creating the relationship of landlord/tenant between the Owner and the Renter.
11. **This Agreement** shall bind, or ensure to the benefit of, as the case may be, the respective heirs, executors, administrators and assigns of the parties hereto.

TENANT ACKNOWLEDGES THAT HE HAS READ THE CONDITIONS ON PAGES 1-4, and the "Procedures Not On Contracts" AND AGRESS TO BE BOUND BY THEM.

Executed on: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on: _____

Lessor: Smith's Rent-A-Car

Signature: _____

Print: _____

Address: _____

By Agent: _____

Additional Access Signatures

Print _____

Signature _____

Print _____

Signature _____

Smith's Rent A Car
3160 Santa Rosa Ave
Santa Rosa, CA 95407
707-584-7900

Procedures and Policies

Unit# _____

Renting Requirements

- First month's rent and a security deposit equal to the first month's rent are due at move in.
- You are required to fill out and sign our "Notice of Intent to Vacate" form 30 days prior to your designated departure day. Failure to provide a 30 day notice automatically waives return of deposit.
- A copy of your Valid Driver's License on file in our office.
- A copy of your current Registration(s) on file in our office.
- A copy of your current Proof of Liability Insurance on file in our office.

Rental Payments

- All rents are due on the first day of the month. WE ONLY BILL VIA EMAIL!!
- Failure to receive an invoice does not remove the obligation to pay on time.
- Your rent must be in this office by the 10th of the month to avoid a Late Fee of \$20.
- A \$25 fee and all bank fees are automatically charged for all returned checks.
- All payments must be via Visa, MasterCard, Discover, American Express, cash check, or money order.

Vehicles

- All vehicles must be parked by you, the owner.
- Smith's Rent-A-Car staff is available to assist you, to make sure you get in and out of your space safely, with no mishaps to your vehicle or to others.
- All vehicles must be signed OUT and Dated by you.
- Smith's Rent-A-Car staff will sign you in upon your return
- You MUST check in at the Office any time you enter the Storage Lot
- 5 MPH Speed Limit is enforced at ALL TIMES
- Steps must be up and stowed during storage. No ground storage allowed of any items

Other Important Information

- Renter is required to notify Smith’s Rent-A-Car, in writing, when he/she has a change of address, or phone number. Smith’s Rent-A-Car has to be able to contact you in case there’s a problem with your vehicle, etc. It is your responsibility to keep us updated.
- Renter is also required to keep a current copy of their driver license, vehicle’s registration and insurance on file with the Office.
- Any time the original stored vehicle is to be changed, the Renter is required to sign a new contract; and provide a new copy of the vehicle’s registration and insurance.

Hours of Operation

M-F 8am-6pm

Sat. 9am-6pm

Sun. 10am-2pm

Closed Most Major Holidays

Signed _____ Date _____