

GOLETA VALLEY SELF (MINI) STORAGE
5380 & 5342 OVERPASS ROAD SANTA BARBARA, CA 93111-2080 (805) 964-3104
RENTAL AGREEMENT for MONTH-TO-MONTH TENANCY

TENANT: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_
Last First Initial

MAILING ADDRESS: \_\_\_\_\_ PHONE (Work): \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_ PHONE (Home): \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

FAX #: \_\_\_\_\_ CELLULAR #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

GATE ACCESS # (7 digits): \* \_\_\_\_\_ # DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

ITEMS TO BE STORED (Required): \_\_\_\_\_ VEHICLE MODEL/YEAR/COLOR: \_\_\_\_\_

UNIT ACCESS TO: PERSONS AUTHORIZED HAVING ACCESS TO SPACE, AND AUTHORIZED TO RECEIVE MAIL, LIEN NOTICES ETC.

NAME ADDRESS CITY ZIP PHONE (HOME) (WORK)

EMERGENCY CONTACT: (REQUIRED) PERSONS AUTHORIZED TO RECEIVE MAIL, LIEN NOTICES, OR AUCTION NOTICES:

NAME: \_\_\_\_\_ PHONE(Home): \_\_\_\_\_ (Work) \_\_\_\_\_

ADDRESS: \_\_\_\_\_
Street Address City State Zip

Owner of Goleta Valley Self Storage leases to Tenant and Tenant hires from Owner, on the terms and conditions hereinafter set forth, a self-storage space (the "Premises") as designated above with the understanding and agreement that no bailment nor deposit for safekeeping is intended by either party.

This Agreement is a Month-to-Month Tenancy, commencing on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

MONTHLY RENTAL \$ \_\_\_\_\_ ADMINISTRATION FEE \$ \_\_\_\_\_ MISC. \$ \_\_\_\_\_ TOTALS \$ \_\_\_\_\_

1. RENT is due & payable in advance on the First day of each & every calendar month. Tenant agrees to pay Owner as additional rent, a late charge of 15% of the monthly rental amount if rent is not paid within 10 days of the due date, and \$15 for any check returned by Tenant's bank. Such charges, to the extent imposed, shall be regarded as additional rent and are due immediately. In addition, costs incurred by Owner by reason of tenant's breach of any provision of this agreement shall be deemed additional rent, & may be demanded by Owner of Tenant at any time, or waived, all in Owner's sole and absolute discretion. Tenant agrees and understands that the unit must be rented with a credit card and that card must be held on file in the event that Tenant becomes delinquent in rents. Tenants credit card will be billed for rents that are in arrears. Owner may change the monthly rental rate by mailing of written notice to Tenant 30 days before the end of any month of this tenancy. Tenant acknowledges that if Tenant vacates the unit prior to the pre-paid date, Tenant will forfeit any rents paid.

\*\* Tenant has read, understands and agrees to the terms above (Tenant's initials: \_\_\_\_\_.)

2. 30-DAY NOTICE. Tenant must give Owner in writing, a thirty- (30)-day notice prior to vacating the unit. Tenant is responsible for rent owed during the thirty- (30) day notice period. Unit will not be deemed vacant until lock is removed.

3. USE AND OCCUPANCY. The premises are to be used ONLY for storage of personal property owned by Tenant.

\*\* Tenant has read, understands and agrees to the terms above. (Tenant's initials: \_\_\_\_\_.)

Tenant warrants that all contents of Tenant's storage unit are Tenant's sole possessions and do not belong to any other individual. Tenant acknowledges that we will not knowingly rent to third parties. As Tenant stores goods without Owner's knowledge, supervision, or control, it is specifically agreed that Owner is not to be concerned with the quality or value, sentimental or otherwise, of any goods stored by Tenant. Tenant agrees that in no event shall the aggregate value of all personal property stored pursuant to this lease be deemed to exceed \$5,000. Nothing herein shall constitute any agreement or consent by Owner that Tenant's stored property has any value, nor shall anything herein alter the Release of Landlord's Liability set forth in paragraph 13. Tenant agrees that the premises will not be used for operation of any business or for human or animal occupancy. Tenant shall remove any of Tenant's trash or other discarded materials from the leased premises. The storage any vehicle/s(cars, motorcycles, boats, etc.) is prohibited. Tenant, prior to storage, shall empty the fuel tanks of any fuel-driven equipment. The storage of welding, flammable, explosive, toxic, hazardous, or other inherently dangerous material is prohibited. Toxic materials include, but are not limited to any kind of poisonous and/or flammable materials. Tenant shall not store any items, which shall be in violation of any ordinance or requirement imposed by any governmental agency, or do any act or cause to be done any act, which creates or may create a nuisance in or upon or connected with the premises. Tenant shall not store any food in the premises. Occupant's obligations of indemnity as set forth in Section 12 herein specifically includes any cost, expenses, fines or penalties imposed against the Owner arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests.

4. ACCESS. At Owner's sole discretion, Tenant's access to the premises may be controlled in any manner deemed reasonably necessary by Owner to maintain order and promote security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's Identity and requiring Tenant to properly register upon entering and leaving the premises. For the benefit of Tenant as well as the overall security of the property, Tenant agrees to enter Tenant's gate code at each entry. Failure to enter said code may result in a \$25.00 "tailgating" fee.

5. RULES. Tenant agrees to abide by all Owners rules, and policies (see rental addendums) that are now in effect or which may be put into effect from time to time. Owner agrees to supply written copies of said rules (see signed addendum) to Tenant as they now exist and to post said rules at the office.

6. CONDITION AND ALTERATION OF PREMISES. Tenant has examined the premises and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Owner of any defects, abnormal or dangerous conditions.

Tenant agrees to keep the premises in good order and condition. Tenant shall make no alterations or improvements to the premises. Should Tenant (Tenant’s invitees, licensees or guests) damage the premises, make alterations, paint, decorate, make or drill any holes, or penetrate any walls without the prior written consent of Owner, then all costs necessary to restore the premises to the prior condition shall be borne by and paid promptly by tenant.

7. **INSPECTION.** Without prior notice, Owner may enter Tenant’s premises for the purposes of inspection, repairs or in the event Owner believes that any hazardous condition or nuisance exists, to determine same.

8. **TERMINATION.** Owner may terminate tenancy by giving Tenant 30 days written notice. As a condition for such termination, Tenant shall completely vacate the space, leaving it in good and clean condition, and allow Owner to inspect the space in Tenant’s presence to verify the final condition of the space. Tenant shall vacate the space no later than 6:00 p.m. on the last day of the term. As a further condition, Tenant shall leave a forwarding address. This contract shall automatically terminate if Tenant abandons space. Tenant shall have abandoned the space if Tenant has removed the contents of the space and/or has removed Tenant’s lock from the space and is not current in all obligations hereunder.

9. **CALIFORNIA SELF-SERVICE STORAGE LAW.** This contract and use of this storage facility is governed by the provisions of the California Self-Service Storage Facility Act, found in California Business & Professions Code Sections 21700 and Sections thereafter. **Property storage at this facility may be subject to a storage lien for rent and other costs and may be sold to satisfy the storage lien if rent and other permitted charges remain unpaid for fourteen consecutive days.** Access to the stored property may be limited by Owner for non-payment of rent or other permitted charges. Owner may over-lock unit if rent remains unpaid. Tenant must pay past due amounts in full. No partial payments.

10. **NOTICES.** Any notices under the California Self Service Storage Facility Act, shall be served by certified mail. All other notices such as initial Late Notices, Rent Increases, and any correspondence, shall be sent by regular mail only.

11. **ATTORNEY’S FEES.** If legal action shall be brought by Owner for any breach of this agreement, Tenant shall pay all costs, expenses and reasonable attorney’s fees incurred by Owner in such action.

12. **INDEMNITY.** Tenant, Tenant’s agents, executors, administrators, and assigns do singularly and collectively hereby indemnify and agree to hold Owner, Owner’s agents and assigns, free and harmless from any and all claims, demands, actions, causes of action, damages, attorney’s fees and cost of every kind and nature whatsoever, that are hereinafter made or brought by any person or entity whatsoever as a result of, or arising out of Tenant’s use or occupancy of the premises. In addition Tenant shall, upon demand of Owner, Owner’s agents or assigns, provide at Tenant’s cost all necessary defense of the Owner of any such claim, demand, action or cause of action.

13. **RELEASE OF OWNER’S LIABILITY.** As a further consideration of the use and occupancy of the space and premises, Tenant for himself, his agents, executors, administrators and assigns **does hereby agree that Owner, Owner’s agents, employees and assigns shall not be liable to Tenant,** Tenant’s agents, administrators, executors and assigns, guests, licensees or invites **for any loss or damage, injury or death caused to them or their property,** as the result of the use and occupancy of the premises and adjacent areas. It is further agreed that any stored property is placed in the space at Tenant’s sole risk. Owner, Owner’s agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any causes whatsoever. Tenant acknowledges that Owner does not warrant or represent that Tenant’s property will be safely kept, nor that it will be secure against theft, or mysterious disappearance, nor that the premises and space are secure against hazards caused by water, fire, fire protection systems, the elements of weather, or earthquakes, nor is the Owner liable if the property is damaged by rodents, insects, bugs, ants, excessive heat or dampness, or any cause, omission or negligent act. **It is agreed by Tenant that this release of Owner’s liability is a bargained for condition of the rent set forth herein, that Owner does not carry insurance to cover losses or damages to Tenant’s property for any cause whatsoever including all listed above, & that were Owner not released from liability set forth herein, a much higher rent would have to be agreed upon.** Furthermore, Tenant agrees to use caution and common sense around elevator and stairway areas. Tenant is aware that elevators are intended for freight only and do not carry passengers. Tenant is advised that activity on or about the premises requires appropriate clothing-footwear for moving personal storage items on driveways, walks, and staircases, & will be solely responsible for any accidents caused by Tenants own negligence.

**\*\* Tenant has read, understands and agrees to the terms above. (Tenant’s initials: \_\_\_\_\_.)**

14. **INSURANCE:** Tenant acknowledges that Owner does not provide insurance covering Tenant’s stored property, Tenant agrees to maintain, at Tenant’s expense, a policy of fire and extended coverage insurance with theft, vandalism, and malicious mischief endorsements for the full value of Tenant’s stored property. To the extent Tenant does not maintain such insurance, Tenant shall be deemed to have “self-insured” totally (i.e., not to insure with any duly licensed insurance company) and shall bear all risk of loss or damage. This insurance is a material condition of this agreement and is for the benefit of both occupant and Owner. Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Tenant against Owner, Owner’s agents or employees. Tenant agrees to indemnify and hold harmless Owner from any expenses or costs of damage incurred by reason of any claim or action based in whole or in part upon such subrogation. While certain information may be made available to Tenant with respect to insurance, Owner and Owner’s agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company’s agent, broker, or solicitor, and do not assist in the making of claims under any insurance policy.

**\*\* Tenant has read, understands and agrees to the terms above. (Tenant’s initials: \_\_\_\_\_.)**

15. **SECURITY OF SPACE.** Tenant agrees to be solely responsible for providing 1 lock or other security device, for securing the space. In the event such lock or security devices are rendered ineffectual for their intended purpose from any cause, or the space is rendered insecure in any manner, Owner may, at its sole option, take whatever measures are deemed reasonably necessary by Owner to re-secure Tenant’s space. Owner is not responsible for taking any measures whatsoever nor for notifying Tenant that access to the space has become insecure. The fact that Owner takes measures to re-secure the access to Tenant’s space shall not alter the limitations upon Owner’s liability set for in Paragraph 13 of this agreement, nor shall such measures be deemed a conversion of Tenant’s stored property. Under no circumstance will Tenant cut any lock(s) without the supervision and notification of office personal.

16. **ENTIRE AGREEMENT:** No other terms, conditions, or agreements, expressed or implied, written or oral, between Tenant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants and conditions of this Lease exist. Addendum’s or modifications hereto must be in writing and signed by both parties.

**Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Tenant acknowledges receipt of a copy of same.**

**Tenant \_\_\_\_\_ Owner/Manager \_\_\_\_\_**

Goleta Valley Self Storage  
5380 Overpass Road, Santa Barbara, CA 93111  
goletavalleyselfstorage@gmail.com  
Office Phone Number: 805-964-3104 Payment  
www.gvsstorage.com

Unit #: \_\_\_\_\_

Rent: \$ \_\_\_\_\_

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## AUTOMATIC PAYMENT AUTHORIZATION FORM

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Start Date: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize Goleta Valley Self Storage to keep my credit card on file and charge my monthly rent on the 1st - 5th of each month for as long as I am a Tenant at the facility: I agree to give a 30-day notice in writing if I wish to cancel my rental and/or automatic credit card billing on my account. In the event that this is a third-party rental and I have given my credit card to use for payments for the Tenant on file, I agree as signed below that I have requested to have my credit card billed for as long as this Tenant is a customer at the facility. Furthermore, I am taking responsibility for payments on this account and will be responsible if payments become late.

Visa  MasterCard  American Express

Credit Card Number (LAST 4 DIGITS ONLY): \_\_\_\_\_

Credit Card Expiration Month & Year: \_\_\_\_\_

Billing Address & Zip: \_\_\_\_\_

I also understand that I may terminate this agreement by giving notice to Goleta Valley Self Storage. I may do this at any time in writing, but must allow a reasonable amount of time after receipt for Goleta Valley Self Storage to act upon it. I also understand that additional service charges may apply if payment is returned due to insufficient funds.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

To view your account information and/or to make payments you can visit our website at [www.gvsstorage.com](http://www.gvsstorage.com)

***Please sign and return to us at your earliest convenience.....Thank you!!! :D***

**GOLETA VALLEY MINI STORAGE**  
5380 & 5342 Overpass Road Santa Barbara, California 93111

**This page is an Addendum to and made part of the Rental Agreement for unit # \_\_\_\_\_**

**A. TENANT GUIDELINES ADDENDUM**

1. No smoking or consumption of alcohol on the property at any time.
2. **Do not store any food (including pet food), water, or liquids in your locker.**
3. Please keep young children and pets in your vehicle while on the property.
4. Please do not perform any mechanical, fabrication, assembly, manufacturing, or other related work on the property.
5. Do not affix hooks, screws, nails, shelving or racks to the walls, ceiling, floors, overhead sprinkler pipes or beams of the premises. Please do not tear ceiling insulation. Costs to repair damage to the facility as a result of Tenant's actions will be charged to Tenant.
6. Please do not connect to any water or electrical source on the property.
7. Please use hand trucks and carts to move furniture and belongings on carpeted hallways. Dragging furniture will score and snag the carpeting. Carpet damage will be charged to tenant's account.
8. Please do not allow anyone not registered to use or access your rental unit. Subletting or storage of a third party's goods is prohibited and grounds for rental termination.
9. A written thirty days notice is required from Tenant prior to vacating. Tenant is responsible for rent owed during the 30-day notice period. Unit is not vacant unless Tenant lock is removed. Tenant must leave locker(s) empty, clean and undamaged.
10. A clean-up charge will be assessed for any personal items or trash left on the premises.
11. Tenant's storage unit will be considered vacated **only** when office personnel have been notified, during office hours, on the day vacated. A telephone call during office hours is satisfactory.
12. Please report any substandard conditions to the office at your earliest convenience.

**B. SCHEDULE OF ADDITIONAL CHARGES**

<u>DAYS</u>	<u>FEES</u>
10 DAYS (MONTHLY LATE FEE)	15% OF RENT / MINIMUM \$10.00
20 DAYS (PRELIMINARY LIEN)	\$25.00 LETTER FEE (1 TIME ONLY)
40 DAYS (LIEN SALE NOTICE)	\$25.00 LETTER FEE (1 TIME ONLY)
60 DAYS (ADVERTISEMENT. NOTICE)	\$40.00 LETTER FEE (1 TIME ONLY)
75 (AUCTION EXPENSES)	ACTUAL EXPENSES PLUS + \$150.00
 <u>OTHER CHARGES:</u>	
RETURNED CHECK CHARGE	\$15.00 PER CHECK
EXTRA HOUR ACCESS	\$40.00 PER HOUR, 2 HOUR MAX
TAILGATE CHARGE	\$25.00 PER OCCURRENCE
TRASH DISPOSAL	\$25.00-\$150.00+ PER OCCURRENCE
CLEAN-UP CHARGE	\$25.00 MINIMUM
LOCK REMOVAL	\$15.00 PER REQUEST
UNSECURED UNIT	\$20.00 INCLUDES NEW LOCK & FEE

This agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Tenant: \_\_\_\_\_ Owner/ Manager: \_\_\_\_\_

**GOLETA VALLEY MINI STORAGE**  
**5380 & 5342 Overpass Road Santa Barbara, California 93111**

This page is an Addendum to and made part of the Rental Agreement for unit # \_\_\_\_\_

**A. TENANT RESPONSIBILITY ADDENDUM**

**Your signature on this lease addendum is required as proof that customer storage insurance has been made available to you. This addendum will be retained as part of your lease or rental agreement.**

I understand that this self-storage facility and/or its management:

1. Is not responsible for loss or damage to my property
2. Does not provide insurance for my stored property;
3. Requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss);
4. Is a commercial business renting space and is not a bailee or warehouseman.

*I acknowledge that I have read the above information and have been given a brochure, which explains the Customer Storage Insurance that is available.*

Tenant's Initials: [            ] I accept **full responsibility** for any loss. I am not interested in customer storage insurance at this time, but I realize I may purchase insurance at any time throughout the duration of my lease.

**B. PEST AND RODENT CONTROL PROGRAM**

To protect your goods from insect or rodent damage, we maintain a Professional Pest and Rodent Control program on the property. Large black, ground-mounted, bait boxes are located on the property, and in some of the individual units. Tenant agrees to take full responsibility to notify any and all of Tenant's agents, guests, or invitees of this program and to keep children and pets away from the Rodent Control boxes.

This agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Tenant: \_\_\_\_\_ Owner/Manager: \_\_\_\_\_