

# JORDAN CENTER MINI STORAGE RENTAL AGREEMENT

**NOTICE: Pursuant to the California Self -service Storage Facility Act your stored property will be subject to a claim of lien for unpaid rent and other charges and may even be sold if rent and other charges remain unpaid for fourteen (14) consecutive days.**

TENANT

\_\_\_\_\_ P.O. BOX ADDRESS \_\_\_\_\_  
(Last) (First) (Middle)  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(Number and Street)  
RES. PHONE \_\_\_\_\_ OTHER PHONE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_  
Area Area  
EMPLOYED BY \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
Area  
TENANT'S DRIVERS LIC. # \_\_\_\_\_ USE OF SPACE (Type of goods stored) \_\_\_\_\_

Are you or your spouse on active duty military service? INITIAL by the appropriate answer: Yes \_\_\_ No \_\_\_

**ALTERNATE: Please provide the name and address of another person to whom any preliminary lien notice and subsequent notices may be sent.**

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
Area  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Jordan Center Self Storage (hereinafter Landlord) rents to Tenant space Number: \_\_\_\_\_ pursuant to the following terms and conditions.

- 1. TERM:** The term of this tenancy shall commence on the date first written below, and shall continue on the same day of each succeeding month thereafter on a month-to-month basis. Regular Rate: \_\_\_\_\_ effective \_\_\_\_\_ Special: \_\_\_\_\_ for \_\_\_\_\_ consecutive months.
- 2. RENT:** Tenant shall pay to Landlord or Landlord's designated agent rent in the sum of \_\_\_\_\_ per month, without deduction, set-off, or demand on the \_\_\_\_\_ day of every calendar month during the term of this agreement. If any rent payment is received ten (10) or more days after the due date, Tenant agrees to pay Landlord a late fee of \_\_\_\_\_ for each late payment. Landlord reserves the right to require payment by cash, cashier's check or money order if payment is made twenty (20) days or more after the due date. Should Tenant fail to pay rent when due, in addition to the rent owed Tenant agrees to pay all permitted additional costs including but not limited to a Pre-lien letter charge of \$10.00, a Lien letter charge of \$10.00 and any lien sale costs. The monthly rental rate and other charges may be changed by the Landlord giving written notice to the Tenant at the postal or email address provided above, not less than seven (7) days before the expiration of any month of his tenancy. RETURN CHECK CHARGE: Tenant agrees to pay Landlord a Return Check Charge of \$25.00 plus all bank charges for any dishonored check. This fee is considered additional rent and is to compensate Owner for labor and other costs of collection.
- 3. REFUNDS:** This is a month to month rental agreement. Rent is due on or before the date shown in paragraph two (2) above. Landlord does not prorate rent; only full months' prepaid rent shall be returned to Tenant within twenty-one (21) days of vacating the unit. Tenant must leave the space broom clean and in good condition. Tenant is responsible for all damages.
- 4. CHANGE OF ADDRESS:** Tenant must provide address changes to Landlord in writing. Such change will become effective when received and acknowledged by Landlord. It is Tenant's responsibility to verify that Landlord has received and recorded the requested change of address.
- 5. CROSS-COLLATERALIZATION OF SPACES:** When Tenant rents more than one space at this facility the rent is secured by the property in all the spaces rented. Failure by Tenant to pay rent on any space shall be considered a default on all spaces rented. Landlord may exercise all remedies including denial of access to the facility and sale of the property if all rent on all spaces is not paid when due.
- 6. PARTIAL RENT PAYMENTS:** Landlord, in Landlord's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Landlord shall not constitute a waiver of Landlord's rights and Tenant understands and agrees that acceptance of a partial rent payment by Landlord shall not delay or stop foreclosure on Tenant's stored property as provided by the California Self Storage Facility Act.
- 7. REVOCATION OF GATE ACCESS:** When the rent or other charges remain unpaid for ten (10) consecutive days or tenant is not in compliance with the facility rules of conduct, Landlord, at its sole discretion, may revoke Tenant's gate access to the facility. Tenant must check in at the facility office prior to entry.
- 8. LIMITATION ON VALUE OF STORED PROPERTY:** Tenant agrees not to store property with a total value in excess of \$5,000 without the written permission of Landlord and shall provide proof of insurance coverage for the full value prior to storing the goods in the storage space. If such written permission is not obtained or insurance not maintained, the value of Tenant's property shall be deemed not to exceed \$5,000. Nothing in this paragraph shall be deemed to create any liability on the part of Landlord to Tenant or alter the Release of Liability in Paragraph 17.
- 9. USE OF STORAGE SPACE:** Tenant shall only store personal property wholly owned by Tenant. Landlord is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Tenant's stored property. Tenant agrees not to store items having special or sentimental value to Tenant. Tenant waives any claim for sentimental value or for Tenant's emotional attachment to the property that is placed in the storage space. There shall be NO HABITABLE OCCUPANCY of the space by any

person. Tenant agrees not to store perishables, create a nuisance, alter the space, nor affix signs on the space. Tenant agrees not to conduct any business out of the space and further agrees that the space is not to be used for any type of workshop, repairs, or sales.

10. **ACCESS:** In the Landlord's sole discretion, Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord to maintain order and protect 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 sign in and out upon entering and leaving the premises. Access will be denied any person who is under the influence of alcohol or narcotics. Tenants on facility grounds after posted gate hours will be considered trespassing and will be evicted.

11. **CONDITION OF PREMISES:** Tenant has had an opportunity to inspect the facility and the rented space. Tenant has determined that both the facility and the space meet his/her intended use of the space. This facility has not been inspected by Certified Access Specialist. The space shall not be used as a residence nor shall tenant loiter in the space or on the facility. Tenant's access rights may be limited for conduct inconsistent with the loading, storage and unloading of property from the space.

12. **SPACE SIZE:** Advertised space sizes are approximate and for comparison purposes only. Spaces may be smaller than advertised or otherwise indicated. Tenant's rental decision is based upon inspection of the storage space and not the advertised space size. Spaces are not rented by the square foot, and rent is not based on square-foot measurements. Tenant accepts the space as being in good condition and will pay Landlord for repairs necessary due to negligence or misuse while under Tenant's control. Tenant may not, in any form, alter the inside or outside of the space.

13. **LANDLORD'S RIGHT TO ENTER:** Tenant grants Landlord and Landlord's agent's access to the storage space upon two (2) days advance written notice to Tenant to inspect the space or to make repairs. In the event of an emergency or if Tenant has created a nuisance, Landlord, Landlord's agents, or representatives of governmental authority shall have the right to enter the storage space without notice to Tenant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Landlord's rights.

14. **TERMINATION:** Landlord or Tenant may terminate this agreement by giving the other party no fewer than seven (7) days' notice before the end of any rental period. Prepaid full months' rent shall be returned to Tenant within twenty-one (21) days of vacating the space. Landlord does not give partial month rent refunds. Tenant must leave the space in good condition, and is responsible for all damages to the space.

15. **ASSIGNMENT:** Tenant shall not sublet or assign the storage space nor store property owned by others without the express written consent of Landlord.

16. **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 subrogated to any claim of Tenant against Landlord, Landlord's agents or employees for loss of or damage to stored property.

17. **RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employees shall not be liable to Tenants or Tenant's agents for any loss of or damage to any personal property at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, rodents, acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.

18. **RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and employees shall not be liable to Tenant or Tenant's agents for injury or death as a result of Tenant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.

19. **INDEMNITY:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the storage space and common areas. Tenant's indemnity obligation includes allegations that Landlord or Landlord's employees or agents acted in negligent manner.

20. **TIME TO BRING CLAIM, ARBITRATION OR SUIT:** Unless governing law precludes shortening statutes of limitations, Tenant must bring any claim or file any arbitration or lawsuit that arises out of this rental agreement, the negotiations that preceded this tenancy, or for loss of or damage to stored property within twelve (12) months after the date of the acts or omissions, that gave rise to such claim or twelve (12) months after the termination of this rental agreement, whichever occurs first. Tenant understands and agrees that any claim, arbitration or lawsuit not brought within twelve (12) months shall be barred.

21. **SECURITY OF SPACE:** Tenant agrees to be solely responsible for providing a lock to secure access to the space. In the event such locks are rendered ineffective for their intended purpose, or the space is rendered insecure in any manner, Landlord may, at its sole discretion, place a lock on the space to re-secure access to Tenant's space. Landlord is not responsible for taking any measures whatsoever, nor for notifying Tenant has that access to the space become insecure. The fact that Landlord has taken measures to re-secure the access to Tenant's space under this paragraph shall not alter the limitations upon Landlord's liability set forth in Paragraph 17 of this agreement, nor shall such measures be deemed a conversion of Tenant's stored property.

22. **NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Tenant's last known address or by electronic mail to the electronic mail address provided by the Tenant in this rental agreement. Notices shall be deemed given when deposited in the United States mail or when sent by electronic mail. Tenant agrees that any such notice sent by United States mail is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Landlord by the U. S. Postal Service.

23. **USE OF AUTOMATED CALLS:** Tenant authorizes Landlord to contact Tenant by automated telephone calls, text message or other means of automated communications to provide information concerning the facility, Tenant's account and for the collection of unpaid rent and other charges.

24. **RULES:** Tenant agrees to follow all Jordan Center Self Storage rules now in effect or that may be put into effect from time to time. Tenant acknowledges receiving a copy of Jordan Center Self Storage rules.

25. HAZARDOUS MATERIALS: Hazardous materials, paint, flammables (including gasoline), contraband or other materials creating a hazard or nuisance shall not be stored. Landlord may enter the storage space without notice to Tenant at any time to remove and dispose of prohibited items.

26. 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 agrees that he is not relying, and will not rely, upon any oral representation made by Landlord or any of Landlord's agents or employees purporting to modify or add to this agreement in any manner.

27. CUSTOMER GOODS PROTECTION PLAN: If Tenant elects to participate in the Customer Goods Protection Plan, those provisions in this rental agreement concerning landlord's liability which are modified by the Customer Goods Protection Plan are considered never to have been in effect.

REMIT ALL PAYMENTS TO:

**Do not sign this agreement until you have read the entire rental agreement. This agreement limits Landlord's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.**

\_\_\_\_\_  
JORDAN CENTER SELF-STORAGE, LANDLORD      Date

\_\_\_\_\_  
Signed Electronically      Date

**Jordan Center Self Storage Agreement for Binding Arbitration of Claims  
Addendum to Rental Agreement**

This addendum between (Tenant) and Jordan Center Self Storage (Landlord), Landlord's agents and employees is made a part of the Rental Agreement for Space number \_\_\_\_\_. The parties agree as follows:

**BINDING ARBITRATION:** Except as provided below, Landlord and Tenant agree that:

1. Except as otherwise specified below, any claim or dispute between the Parties, whether in contract, tort, statute or otherwise, including the interpretation and scope of this Arbitration Agreement, shall be decided by binding arbitration and not in court or by jury trial.
2. The Parties understand that discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. Claims are decided by an arbitration rather than a jury.

**CLASS ACTION WAIVER:** LANDLORD AND TENANT AGREE THAT THEY WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION OR ANY OTHER CLAIM ON A CLASS-WIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. NO ARBITRATOR SHALL HAVE AUTHORITY TO HEAR ANY DISPUTE INVOLVING LANDLORD AND TENANT ON ANYTHING OTHER THAN AN INDIVIDUAL BASIS. THIS INCLUDES AN ACTION BROUGHT BY ANOTHER TENANT ON A CLASS BASIS IN WHICH TENANT WOULD PARTICIPATE AS A CLASS MEMBER.

**SELF-HELP AND RIGHT TO GO TO SMALL CLAIMS COURT:** Notwithstanding the general rule requiring arbitration of disputes, both Landlord and Tenant retain any rights (1) to self-help remedies, such as foreclosure upon a lien, and (2) to pursue a claim in small claims court with an amount in controversy that qualifies for small claims court. However, if such a claim is transferred, removed or appealed to a different court, either party may require that the matter be decided in arbitration.

**GOVERNING LAW AND RULES:** The Parties agree that the Federal Arbitration Act (FAA) shall govern the enforcement of this arbitration agreement. Unless governing law bars the shortening of a statute of limitations, any arbitration must be brought within the time set by the applicable statute of limitations for the type of claim brought or within twelve (12) months of Tenant vacating the rented space, whichever occurs first. The arbitration shall be conducted by a single arbitrator selected by the parties in accordance with the JAMS Streamlined Arbitration Rules and Consumer Minimum Standards. The JAMS arbitration procedure may be found at [www.jamsadr.org](http://www.jamsadr.org). If for any reason JAMS is unavailable to conduct the arbitration, then arbitration shall be conducted by the American Arbitration Association in accordance with the AAA Consumer Arbitration Rules, which may be found at [www.adr.org](http://www.adr.org).

**SEVERABILITY:** Should any provision within this agreement be deemed unenforceable or contrary to governing law, the parties agree that the provision should be severed and the remaining provision of the agreement shall still be enforced to the full extent permissible under the law.

**EFFECT OF YOUR AGREEMENT TO ARBITRATION:** BY ENTERING INTO THIS AGREEMENT, TENANT UNDERSTANDS THAT LANDLORD AND TENANT SHALL NOT HAVE THE RIGHT TO LITIGATE CLAIMS OR LAWSUITS IN COURT OR TO HAVE A JURY TRIAL AND MAY NOT PURSUE CLAIM ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS.

\_\_\_\_\_  
Jordan Center SELF-STORAGE,/AGENT      Date

\_\_\_\_\_  
Signed Electronically      Date

# RULES AND REGULATIONS

1. ACCESS HOURS ARE 6:00 AM TO 10:00 PM SEVEN DAYS A WEEK. You must be completely off the grounds by 10:00 pm. The gates "lock down" at 10:00 pm and Tenants on the grounds after that will not be able to exit via the main gate. For everyone's protection and the security of the property, Tenants on the grounds before or after those hours will be considered trespassing and will be evicted. The landlord is not responsible for releasing any vehicle that is on the grounds after posted hours.
2. THERE IS NO STORAGE OF HAZARDOUS MATERIALS OR FLAMMABLES. Paint, gasoline, solvents, chemicals, etc. are not permitted on the grounds.
3. THERE IS NO SMOKING ANYWHERE ON THE GROUNDS.
4. ITEMS IN YOUR UNIT MAY NOT BE STACKED WITHIN 18" OF THE FIRE SPRINKLER HEADS AND ITEMS (INCLUDING CLOTHES) CANNOT BE HUNG FROM THE SPRINKLER PIPES.
5. THERE IS NO STORAGE OF FOOD, PERISHABLE ITEMS OR LIVE ANIMALS.
6. ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE GROUNDS.
7. ANIMALS OTHER THAN WORKING SERVICE ANIMALS ARE NOT ALLOWED ON THE GROUNDS.
8. THERE IS NO WORKING OUT OF YOUR UNIT. This is a storage facility and may not be used as a working garage or office. Use of power tools, welding equipment, etc. is prohibited as is working on automobiles in any way. Tenants may not use the landlord's electricity without the express permission of the landlord.
9. THERE IS NO SLEEPING IN YOUR UNIT OR LOITERING ON THE GROUNDS. You may not be in your unit with the door closed for any reason.
10. ANY BREACH OF THE PEACE OR VIOLATION OF ANY OF THESE RULES IS GROUNDS FOR IMMEDIATE EVICTION.
11. LOST KEYS. The keys to your lock are the responsibility of the tenant. If you lose or misplace your key(s), you must contact a professional locksmith to have the lock removed. Under no circumstance may the Tenant attempt to remove the lock without the key.
12. **ADDITIONAL AND/OR DELINQUENCY CHARGES:** In the event your unit becomes delinquent we are required to take a number of additional actions and many of these actions have costs associated with them. As a result you may be subject to the following fees:

Late payments will be subject to the following charges (late is more than 10 days past due for each period):

If rental rate is less than \$60 late fee = \$10.00

If rental rate is \$60 to less than 150.00 late fee = \$15.00

If rental rate is \$150.00 or more late fee = \$20.00

Other possible fees:

Pre-lien letter charge:	\$10.00	
Lien letter charge:	\$10.00	
Auction preparation fee (inventory & lock cutting):	\$75.00	
Auction Advertising fee (varies based on Publication):	\$15.00 to \$100.00	
Auction Cancellation Fee:	\$25.00	
Auctioneer's Fee:	20% of gross sale price	
Auction cleaning & processing fee:	\$75.00	
Dumping fee: \$100.00 – \$500.00	NSF Fee:	\$25.00

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Jordan Center SELF-STORAGE, /AGENT

DATE

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Signed Electronically

Date