

**Borden Property Management dba
MOUNTAIN VIEW INDUSTRIAL PARK**
Mailing: Box 3094, Olympic Valley, CA 96146
Physical: 82336 Hawley Road, Beckwourth, CA
530.826.6635
www.mountainviewstorage.net

RENTAL CONTRACT

Date of Lease: _____

Tenant's Name: _____ Phone (H): _____

Mailing Address: _____ Phone (C): _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Driver's License State & Number: _____

Unit No.: _____ Rental Rate for Term: _____ through _____

Begin Rent Date: _____ Pro-Rate Deposit Fee: _____

Vehicle Being Stored? Yes ___ No ___ Vehicle ID or Hull No.: _____

License Plate No.: _____ Make: _____ Length: _____

Name of Lien Holder: _____

REFERENCE: PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT.

Name: _____ Phone: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Cell No.: _____

THIS LEASE IS executed in duplicate this _____ day, by and between Mountain View Industrial Park (Owner) and _____ (Tenant) whose address are set forth above, 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. Tenant hereby rent from Owner certain premises described as Unit No. _____ hereinafter referred to a "premises" or "space" on the following terms and conditions:

*******NO RENT REFUNDS*******

SIGNED: _____ **DATE:** _____

UNIT # _____

GATE ACCESS CODE _____

RENT: Your rent is _____ per month and is due on the **FIRST** of each month. If renting prior to the 1st of the month, rent will be pro-rated until the 1st of the month. We do not pro-rate when you vacate a unit prior to the end of the month. No refunds will be returned for unused rent. If your unit is not vacant on the 1st of the month, a full month's rent is due. Owner will give written notice of any rate change 30 days prior to increase.

TERM: The Owner rents to Tenant storage space designated by unit number above and subject to the terms and conditions of this Agreement and continuing with annual renewal until terminated or revised. Owner reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant.

PAYMENTS: Mail your payment and make it payable to: **Mountain View Industrial Park**. We will NOT send out bills. ***A partial payment will not stop fees or official procedures.***

LIEN NOTICE: If any part of the rent or other charges due from tenant remain unpaid for 14 consecutive days, Owner may terminate the right of the Tenant to the use of the storage space and begin enforcement of the lien. The owner of a self-service storage facility and his or her heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at a self-service storage facility for rent, labor, late payment fees, or other charges, present or future, incurred pursuant to the rental agreement and for expenses necessary for the preservation, sale, or disposition of personal property subject to the provisions of this chapter. The lien may be enforced consistent with of the California Self-Service Storage Facility Act.

RETURNED CHECKS: A \$50.00 fee is automatically charged for all returned checks as well as a \$50.00 Late Fee. All future payments **MUST** be made in cash or with a cashier's check or money order.

MOVING OUT: Please provide written notification via email or USPS to the Owner of your intent not to renew your lease at least two weeks prior to your departure. Please leave your space broom-clean and emptied if you have an enclosed unit.

PROPERTY LEFT ON PREMISES: Owner may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Owner in depositing of such property.

STORAGE: Do not use the rental unit for anything but DEAD STORAGE. Do not store any flammable, explosive or illicit materials. Close all propane valves. The unit is to be used for storage only. Storage units are **not for human habitation.**

CHANGES OF INFORMATION: Please keep us updated of any address, email, and/or phone number changes. We must be able to contact you in an emergency.

ADDITIONAL RENTAL CHARGES: Late rental payments or rent checks that are dishonored cause owner to incur damages. **Rent is due the first day of each month and is delinquent on the second day of each month.** If rent is not received by owner by the 7th day following

the due date, if tenant's check is dishonored and returned, or if tenant's unit becomes subject to lien enforcement procedures under Self-Storage Facilities Act, Tenant agrees to pay Owner, in addition to rent, administrative charges as follows:

Late Rent Charge 1 (If not paid within 7 days of due date)	\$50.00
Late Rent Charge 2 (If not paid within 15 days of due date)	\$100.00
Pre-Lien Charge (If not paid within 25 days of due date)	\$125.00
Lien Enforcement Charge	\$150.00
Dishonored Check Charge	\$50.00

A PARTIAL PAYMENT WILL NOT STOP FEES OR OFFICIAL PROCEDURES

Late fees are due and payable with the rental fees. If they are not paid, the account will be considered delinquent. Delinquent accounts may be subject to immediate termination of rental agreement by Owner. (Initial _____)

The receipt of a check shall not be considered payment to Owner if check is dishonored or not paid for any reason. Tenant's property may become subject to a lien if rent remains unpaid for 14 days. Tenant agrees to reimburse Owner for all costs incurred by Owner enforcing the lien. All payments made to satisfy outstanding lien amounts and charges shall be paid by certified check, cashier's check, money order, or cash. Owner may require upon written notice to Tenant, that all future rent shall be paid by certified check, cashier's check, money order, or cash.

PREMISES: Tenant accepts the space as being in good condition and repair. Tenant will notify Owner of any defect in storage space. Tenant will keep the premises in good condition and will pay Owner for repairs necessary due to negligence or misuse while under Tenant's control. Premises are not protected from heat or cold. It is expressly understood and agreed between both parties that the space is not heated or air-conditioned.

INSPECTION: Owner may enter the space for the purpose of inspection when Owner believes that any hazardous condition or nuisance has been created or is occurring in the space or for repairs to the interior or door or inspection by government authorities. In the event any materials are discovered which are hazardous or constitute a nuisance, Owner may immediately arrange for their removal and disposal at Tenant's expense. **IF THERE IS ANY SUSPICION OF ILLEGAL ACTIVITY BY ANY TENANT ON THE PREMESIS, THE OWNER HAS THE RIGHT TO EVICT SAID TENANT WITHIN 48 HOURS OF DISCOVERY.**

DAMAGE BY TENANT: Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.

INSURANCE: OWNER DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Tenant is encouraged to obtain a renter's insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Owner, Owner's agents and/or employees shall not be liable for any loss or damage to Tenant's personal

property stored at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents and/or employees.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Owner, Owner's agents and/or employees.

INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Owner 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 the premises, including claims for Owner's active negligence except that Tenant shall not be liable for Owner's sole negligence.

HEIRS: This Rental Agreement shall be binding on all heirs, representatives, and successors.

SNOW REMOVAL: Owner will provide snow removal; however, it may not be the same day as the snowstorm occurred.

SECURITY OF SPACE: Tenant agrees to be solely responsible for locking access to storage unit. Tenant is allowed one lock per unit. Tenant is not allowed to sub-lease any portion of storage unit at any time.

WE RESERVE THE RIGHT TO REFUSE TO SERVE OR RENT TO ANYONE. ANY UNIT OLDER THAN 10 YEARS IS SUBJECT TO TENANT REVIEW PRIOR TO RENTING OF SPACE.

SIGNED: _____ **DATE:** _____

Revised 06/24/2021