

RV STORAGE AGREEMENT

This RV Storage Agreement ("Agreement") executed in the City of San Bernardino, State of California, on this ____ day of _____, 20____ by and between _____, whose address is _____ ("Lessee") and El Monte Rents, Inc., a California corporation ("Lessor"). It is agreed between the Parties (Lessor and Lessee) hereto as follows:

1. Lessor hereby leases to Lessee and Lessee rents from Lessor, upon the terms and conditions hereafter set forth a portion of the premises (to be determined by Lessor in its sole and absolute discretion) located at **565 E. Redlands Blvd. San Bernardino, CA 92408** for the storage of Lessee's (Year, Make, Model, License) _____

_____. Lessee acknowledges and agrees that Lessor does not provide any security at the premises and shall not be responsible for security at the premises.

2. The term commences on the date above (prorated for month) and will be for a recurring thirty (30) day (month) period from the first of the following month unless cancelled by either Lessor or Lessee at any time upon thirty (30) days prior written notice to the other party.

3. Rent shall be payable on the 1st day of each month, monthly in advance at the rate of \$ 110.00. There will be no billing or invoices sent to Lessee.

4. Lessee shall not make or suffer any alterations to the premises. Lessee accepts the premises as is, where is, with all faults and in good order, condition and repair and Lessee shall keep the premises and its goods in sanitary order and condition. This Agreement is for the storage of the recreational vehicle as previously described in this Agreement. All items will be stored in Lessor's storage facility and Lessor reserves the right to store the items anywhere in its facility. Lessee shall have no right or claim to any particular area or location within the facility. Lessor will not be held responsible for any power outages or any unforeseen events beyond the reasonable control of Lessor. **NO CUSTOMERS ARE ALLOWED TO MOVE ITEMS INSIDE OF THE FACILITY OR TO ENTER THE FACILITY!** All items inside of the facility must be moved by an employee or agent of Lessor. In the event you desire to remove your item from, or place your item in the facility, please call Lessor who will make every reasonable effort possible to have your item ready when you want it during normal business hours of Lessor. **NO WORK MAY BE DONE ON ANY ITEM BY LESSEE AT ANY TIME WHILE THIS ITEM IS STORED INSIDE THE FACILITY.** All work inside of the facility must be performed by an employee or agent of Lessor, during Normal Operating Hours. Lessee shall provide access to Lessor to enter the item for the purpose of inspection to assure compliance with the provisions of this Agreement. In the case of emergency, Lessor shall be permitted to enter the item without the consent of Lessee. The Term "emergency" shall mean any sudden, unexpected occurrence or circumstances which, in the reasonable judgment of Lessor, requires immediate action. No material may be stored in the facility that may be hazardous to the facility or anything contained therein. This prohibition shall specifically prohibit explosives, combustible materials, chemicals, odorous or other inherently dangerous materials unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.

5. **NONLIABILITY OF LESSOR FOR DAMAGE OR LOSS. THIS AGREEMENT IS MADE ON THE EXPRESS CONDITION AND COVENANT THAT LESSEE AGREES TO RELIEVE LESSOR AND IT'S PRINCIPALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR NEGLIGENCE CAUSING ANY LOSS, HARM, INJURY, OR DAMAGE TO LESSEE'S PROPERTY WHATSOEVER OR INJURY TO ANY PERSONS INCLUDING LESSEE WHILE IN, UPON, OUTSIDE THE PREMISES, OR IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OF THE PREMISES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSIONS THEREOF OR ANY OCCUPANCY HEREUNDER. LESSEE AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST AND RELEASES LESSOR AND ITS PRINCIPALS, EMPLOYEES AND AGENTS AND LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY**

FOR ANY AND ALL DAMAGES, LOSS OR INJURY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DEATH RESULTING THEREFROM) TO ALL PERSONS AND PROPERTY, WHETHER AGENTS OF LESSEE OR OTHERWISE, AND TO ALL PROPERTY CAUSED BY, RESULTING FROM, ARISING OUT OF OR OCCURRING IN CONNECTION WITH LESSEE'S USE OF THE PREMISES. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR, ITS AGENTS, EMPLOYEES AND SERVANTS HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST, AWARD, FINE, JUDGMENT OR EXPENSE INCLUDING REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES, WITH RESPECT TO OR ARISING OUT OF USE OF THE PREMISES OR IN ANY WAY CONNECTED WITH THE PREMISES OR THE STORAGE OF LESSEE'S VEHICLE. SHOULD ANY CLAIMS FOR DAMAGES OR INJURY (INCLUDING DEATH) BE MADE OR ASSERTED, LESSEE AGREES TO AND DOES HEREBY ASSUME ON BEHALF OF LESSOR ITS PRINCIPALS, EMPLOYEES AND AGENTS, THE DEFENSE OF ANY ACTION AT LAW OR EQUITY WHICH MAY BE BROUGHT AGAINST LESSOR, ITS PRINCIPALS, EMPLOYEES OR AGENTS UPON OR BY REASON OF SUCH CLAIMS AND TO PAY ON BEHALF OF LESSOR ITS PRINCIPALS, EMPLOYEES AND/OR AGENTS, UPON DEMAND, THE AMOUNT OF ANY JUDGMENT THAT MAY BE ENTERED AGAINST LESSOR, ITS PRINCIPALS, EMPLOYEES AND/OR AGENTS. LESSEE ACKNOWLEDGES NO ONE MAY BE PRESENT ON SITE OF THE PREMISES AND LESSEE ASSUMES ANY & ALL RISKS.

6. INSURANCE OBLIGATIONS OF LESSEE. Lessee shall at its own cost and expense obtain and maintain current insurance to the extent of at least 100% of the actual cash value of the goods stored on the premises covering all loss and/or damage caused by fire, water, theft, vandalism, or any other risk of any kind or nature and to name Lessor an additional insured. Lessee agrees to seek reimbursement for damages to said property solely from the proceeds of such insurance, and Lessor and its principals, employees and agents shall not be responsible for any loss, theft, vandalism of any such property, or damage thereto caused by fire, water theft or any other risk. Lessee acknowledges the possibility of any such loss including fire, theft, damage and vandalism and hereby agrees any such loss shall be solely the responsibility of Lessee. Lessee further agrees to obtain a waiver of any and all insurance companies' right of subrogation against Lessor and its agents related to the coverage of such insurance. Lessee expressly understands and agrees that Lessor will not be responsible or liable for any loss or damage to Lessee's property stored. To the extent Lessee fails to obtain or maintain insurance it will be deemed self-insured and to have assumed the risk of loss or damage.

7. This Agreement is for rental of space only. Lessor is simply renting space to Lessee. Lessor does not provide security at the premises and Lessee assumes all risk incidents to security at the premises.

8. In case of default in payment of rent by Lessee or any other covenant of Lessee, Lessor is authorized to seize and take possession of Lessee's property, to store at the expense of Lessee or to sell same at public or private sale upon such notice as may be required by law, and in the event of sale, to apply such portion of the proceeds therefrom as payment of rent or other indebtedness hereunder to Lessor as is necessary to pay same. Lessee agrees that if Lessee is in default, Lessor may sell the goods or RV according to the procedure for sale of goods subject to a lien set out in California Business and Professions Code Sections 21700 to 21716.

9. Lessee shall not assign, lease or sublease the premises or any portion thereof.

10. Lessee shall not commit nor suffer to be committed any waste upon the premises, or any nuisance or other act or thing which may disturb the quiet peace of premises.

11. Lessee shall not use the premises for any repairs or work on stored items or for any unlawful purpose. The storage of any inflammable or explosive or dangerous materials or illegal drugs or property by Lessee is prohibited.

12. Lessor's right following the abandonment of property by Lessee. The Lessor may consider any personal property belonging to Lessee and left on the premises to have been abandoned, in which case Lessor may dispose of all such property, according to California Civil Code Sections 1890 et seq; including the sale, storage, or other disposition hereof, in which event Lessee hereby releases Lessor of any liability whatsoever.

13. In the event any action shall be instituted in any court to enforce any covenant herein or to recover rent due or to recover possession of the premises for any default or breach of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees incurred.

14. A service charge of \$25 per month shall be charged on all accounts delinquent for five (5) days or more.

15. Any provision of this Agreement determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision herein.

16. All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties hereto.

17. This is the entire Agreement between the parties, there are no other promises except as stated herein and Lessee hereby agrees not to rely on any oral promises of Lessor or Lessor's agents unless and except if stated in writing. This Agreement may only be modified in a writing signed by both parties.

18. It is agreed this Agreement was entered into in **San Bernardino County, California** and is subject to the laws of the State of **California**. The undersigned has read and understands the terms and nature of this Agreement.

VIN Number: _____

LESSEE:

SIGNATURE _____ DATE _____

LESSOR:

EL MONTE RENTS, INC.

by: _____ DATE _____

REQUIRED ITEMS

- ____ Vehicle Registration Copy
- ____ Customer Information Sheet
- ____ Emergency Contact
- ____ Auto Pay
- ____ Email Address
- ____ Driver License / Identification Copy