

PLAYRIGHT BOAT & RV STORAGE, LLC

4615 Work Right Circle
Lakeport, CA 95453
(707)263-0291

THIS CONTRACT LIMITS OUR LIABILITY-READ IT

Rental/Lease Agreement

THIS RENTAL / LEASE AGREEMENT (“Agreement”) is executed in duplicate this day of _____ 20___, by and between Playright Boat & RV Storage, LLC (“Owner”) and _____ (Occupant”) whose addresses are set forth above, for the purpose of leasing or renting certain separate recreational vehicle or boat (hereafter collectively referred to as “R/V”) storage space as hereinafter described and with the express understanding and agreement that no bailment or deposit of good for the safekeeping is intended or created hereunder.

Occupant hereby rents from Owner: space_____size_____ Indoor Outdoor hereinafter to as the “space,” located within the premise at 4615 Work Right Circle, Lakeport, CA 95453, the “Premises”) solely for **storage of the R/V identified on the vehicle Identification Card submitted with this Agreement, and no other**, on the following terms and conditions:

1. TERM: The term of this tenancy shall commence as of _____ and shall continue from the first day of the month immediately following on a month-to-month basis.
2. RENT: Rent is the sum of \$_____ per month, payable in advance upon the 1st day of each and every calendar month to Owner or to Owner’s designated agent. In the event that rent is not paid within **10 days after** the due date, because actual damages for said late payments would be extremely difficult to ascertain, Occupant agrees to pay as liquidated damages, a late payment fee in the amount of Fifteen Percent (15%) or \$_____. In the event of a dishonored bank check from Occupant to Owner, Occupant agrees to pay \$40.00 as liquidated damages for said dishonored bank check. Any liquidated damages payable hereunder shall be considered additional rent. Owner may change the rental rate at any time by giving written notice to the Occupant at the address(es) provided above thirty (30) days in advance of the effective date for the new rental rate, which date will always be the first day of a calendar month. All payments of rent and other charges should be remitted to Playright Boat & RV Storage, LLC, 891 Hazel Street, Gridley, CA, 95948.
3. DEPOSITS: Occupant shall pay in advance a security deposit in the amount indicated in the receipt section of this Agreement to be held by Owner for

Occupant's faithful performance of the terms of this Agreement. Said deposit need not be kept in a segregated account and Occupant shall not be entitled to interest thereon. The deposit shall be returned to Occupant within two (2) weeks after Occupant relinquishes the Space to Owner, less all charges for damages or expenses suffered by Owner as a result of Occupant's breach of any terms of this Agreement. In addition, at Owner's sole option, Owner may retain from the deposit any amount necessary to compensate Owner for rent due and unpaid under this Agreement.

4. **USE AND OCCUPANCY, USES STRICTLY PROHIBITED:** The Space is to be used only for storage of an R/V solely owned by Occupant. **Occupant shall provide Owner with true copies of all registration or identification certificates pertaining to the R/V.** Occupant agrees not to store any items of unique or sentimental value within the R/V. Occupant is **strictly prohibited** from storing, using, or bringing materials on or onto the Premises which are classified as hazardous or toxic under any law or regulation, and from engaging in any activity on the Premises which produces, or may produce such materials. Occupant's obligations of indemnity as set for elsewhere in this Agreement specifically include any costs, expenses, fines or penalties imposed against Owner, or which may be imposed against Owner in any portion, or arising out of storage or presence, or alleged storage or presence of any materials on the Premises in violation of this paragraph by Occupant, or Occupant's agents, guests, or invitees. Foodstuffs, trash, garbage, or discarded materials are not allowed in or near the R/V. Occupant has no right to use any other portion of the Premises for any purpose other than for access to the rented R/V parking space. **OTHER REQUIREMENTS:** (1) Any holding tanks or other sewage or waste product containers on board the R/V shall be empty at all times; (2) Any alarms on the R/V shall be disconnected or otherwise disarmed; (3) There shall be no entertainment activities in, or overnight occupancy of, the R/V; (4) All persons must vacate the Premises within fifteen minutes of the posted close of business hours; (5) The R/V shall not be powered up, either by the running of its engine, or otherwise, except for the removal of the R/V from the Premises, or the limited purposes of brief testing of its systems or equipment preparatory to its use off the Premises; (6) There shall be no repair, maintenance, or any other work performed on the R/V while the R/V is located on the Premises; (7) under no circumstances shall the R/V be rendered incapable of removal from the Premises under its own power, or otherwise disabled or rendered incapable of removal from the Premises by ordinary means.

5. **ACCESS:** In Owner's sole discretion, Occupant's access to the Premises may be conditioned in any manner deemed reasonably necessary by Owner 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 Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the Premises.

6. **RULES:** Owner shall have the right from time to time to establish or change

hours of operation, or to make or amend rules and regulations for safety, care and cleanliness of the Premises, or preservation of good order. All rules and any changes to these rules are effective immediately upon public posting in the office on the Premises, or elsewhere in the Premises, or by written copies made available at the Premises, in Owner's sole discretion. Occupant agrees to follow all of Owner's rules in effect or that may be put into effect from time to time.

7. **CONDITION OF PREMISES:** Occupant accepts the R/V parking space as being suitable for the storage of Occupant's R/V in all respects.

8. **INSPECTION:** Occupant will provide Owner with the means to enter Occupant's R/V, and Owner may enter the R/V for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous conditions or nuisance has been created, or is occurring in the R/V, or in any situation constituting an emergency, or for inspections by governmental authorities. **In the event any inspection discloses any stored property or any condition in violation of any portion of this Agreement, then Owner may immediately remove and dispose of such property, and take action to remedy such condition, without notice to Occupant, and at Occupant's expense.**

9. **TERMINATION: CHANGE IN TERMS OR CONDITIONS:** In addition to termination as provided by law, or by other provisions of this Agreement, Occupant's right to use this Space may be terminated by either Owner or Occupant by the giving of written notice to the other at least Thirty (30) Days in advance of the effective date of such termination, which date must be the last day of a calendar month. In addition, any of the terms and conditions of this Agreement, including rent, may be changed by written notice given to Occupant by Owner at least Thirty (30) Days in advance of the effective date of any such change which date must be the first day of a calendar month. Occupant shall not leave any property on the Premises upon termination. Any such property left behind by Occupant shall be conclusively presumed to have been abandoned by Occupant, and may be disposed of in any manner Owner deems fit, at Occupant's expense.

10. **ASSIGNMENT:** Occupant shall not sublet or assign the Space, nor store any other R/V on the Space, nor store any property owned by others without written consent of the Owner, which consent may be withheld in Owner's sole and unlimited discretion.

11. **INDEMNITY:** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with, Occupant's use or occupancy of the Premises or Space, including claims based upon the active negligence of Owner, or Owner's agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures

made or brought by any governmental agency in connection with any materials or property stored in Occupant's R/V or on the Space.

12. RELEASE OF LIABILITY: (a) Owner and Owner's agents shall not be liable

to Occupant for any damages to, or loss of, the R/V or any property while located on the Premises, the Space, or in the R/V, from any cause whatsoever, including but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, acts of God, or the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees, including negligent disposal of Occupant's stored property under a good faith, but mistaken, claim of lien or belief of abandonment by Occupant; (b) Owner and Owner's agents shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the Premises, Space or R/V, or arising out of Occupant's use of the Premises or Pace, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions or negligence of Owner, or Owner's agent s or employees.

13. INSURANCE OBLIGATION: Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the R/V, and any property within it, as well as a current policy of vehicle liability insurance as required by California law. Insurance on Occupant's stored R/V is a material condition of this Agreement, and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement, and Occupant assumes all risk of loss to the stored R/V or property within it that would be covered by such insurance, including any loss due to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored R/V and property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to and shall not acquire any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss or damage to the R/V or property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occuapnt's stored R/V or other property.

14. SECURITY OF R/V: Occupant agrees to be solely responsible for securing access to the R/V by means which Occupant, in Occupant's sole discretion, deems adequate secure access to the R/V. In the event the Space becomes insecure for any reason, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the R/V, with or without notice to the Occupant, in Owner's sole discretion, The fact that Owner has taken measures to re-secure access to Occupant's R/V shall not alter the limitations on Owner's liability set forth

elsewhere in this Agreement, nor shall such measures be deemed a conversion of Occupant's stored property. Occupant shall also be solely responsible for any access to the R/V achieved by others, by use of any Occupant's keys, or other ordinary means of authorization. This responsibility of Occupant applies to any person holding ignition keys or other ordinary means of effectuating the removal of the R/V from the Space. **Under no circumstances shall Owner be responsible for any claim relating to the operation or removal of the R/V from its Space by any person or entity shown as an additional owner or a lienholder on the documents of registration or title to the R/V. Occupant hereby irrevocably appoints all such other owner or lienholders as may appear on the documents of registration or title as Occupant's agents for all purposes in connection with the operation or removal of the R/V on or off the Premises.**

15. NOTICES, CHANGE OF ADDRESS: In the event of any change of any address given by the Occupant to Owner for any purpose under this Agreement, Occupant shall immediately give Owner written notice thereof in accordance with the requirements of this paragraph. All notices required to be given in writing by this Agreement, or by law, shall be given by first class mail, postage prepaid, to the addresses of the parties set forth herein, or changed by written notice, given in the same manner. All notices given in such manner shall be deemed given on the date deposited in the United States Mail, first class postage pre-paid, and properly addressed. **No notice of any change of any new address shall be effective unless given in accordance with this paragraph.** Notices not required to be in writing by this Agreement may be given in any manner reasonably calculated to result in receipt thereof by the party to be notified.

16. NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Owner and Occupant, and no oral agreement shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely upon any oral representation whether made prior to, or after, the execution of this Agreement by Owner, or any of Owner's agents or employees purporting to modify or add to this Agreement in any manner whatsoever.

17. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint, in any action brought by either Owner or against Occupant, or Occupant against Owner, or Owner's agents, or employees, on any matter arising out of, or in any way connected with, this Agreement, or with Occupant's use of the space or Premises, whether for any claim of bodily injury or property loss damage, or for the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests, or invitees.

18. TIME TO BRING SUIT: Any claims or suits by Occupant that arise out of or are related in any manner to this Agreement, any communications that preceded

this tenancy, any acts taken pursuant to any provision of this Agreement by Owner, or for loss or damage to stored property from any cause, shall be barred unless Occupant commences an action within twelve (12) months after the date of the acts, omissions, or inaction that gave rise to such claim or suit.

19. SUCCESSION: All provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

20. VALIDITY: If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, it shall not affect the balance of the Agreement otherwise found to be valid and endorsable.

NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR 14 CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE. THIS LIEN APPLIES TO MOTOR VEHICLES AND BOATS, AS WELL AS ALL PROPERTY STORED WITHIN THEM.

REFERENCE: PLEASE PROVIDE THE NAME AND ADDRESS OF AN ADDITIONAL PERSON WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. IF NONE, WRITE NONE.

Name		Phone	
Address	City	State	Zip

Occupant acknowledges receipt of a copy of this Agreement by signature below.

OCCUPANT:

Signed

Signed

Print Name

Print Name

Dated: _____

Dated: _____

OWNER:

Playright Boat and RV Storage, LLC

By:

Its:

Dated: _____