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# LIVE OAK MINI STORAGE, LLC

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## TERMS AND CONDITIONS

This rental agreement is executed in duplicate, at the place and on the data set forth below, between “Lessor” and “Lessee” as evidenced by their signatures below, and is made subject to the terms and conditions set forth below and on the reverse side of this rental agreement, which terms and conditions are incorporated herein and made a part hereof for all purposes.

1. **DESCRIPTION OF SPACE:** In consideration of the covenants, conditions, and agreements hereinafter contained to be kept and performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the herein described property, hereinafter called “the space” or if referring to the entire property, “the facility.”

2. **TERM:** The lease shall commence on the date of execution of this agreement and shall terminate thirty (30) days thereafter unless extended, renewed, or unless sooner terminated according to the provisions hereof. In the event the lease is extended or renewed, it is expressly agreed that the covenants and terms of this agreement shall remain in full force and effect.

3. **LESSOR’S OPTION TO RENEW:** Lessor reserves the right not to extend or renew the lease for any cause whatsoever and Lessee agrees to vacate upon demand, or upon failure to comply with or breach of any of the terms, conditions, or covenants of this agreement.

4. **USE AND COMPLIANCE WITH LAW:** The space shall not be used for any unlawful purpose and will be kept in good condition. No property shall be stored at the facility unless Lessee legally has the right to have that property in his possession. Lessee may from time to time during the duration of this agreement place on or in the leased space personal or commercial properties, but the lessor is under no duty to maintain any inventory or any other records of contents so placed. The storage of welding or flammable, chemical, odorous, explosive, or hazardous waste, or other inherently dangerous material is prohibited. Lessee shall not store any items which shall be in violation of any order or requirements imposed by the Board of Health, Sanitary and Police Departments or other appropriate government body, or do any act or cause to be done any act which creates or may create a nuisance in or upon the space or connected with the facility may be conditioned in any manner deemed reasonable necessary by Lessor.

5. **DAMAGE, CLEANING, AND PERFORMANCE DEPOSIT:** A property damage, cleaning, and performance deposit shall be paid by the Lessee to Lessor in the amount set forth herein. The deposit, without interest, will be returned at the termination of this lease provided Lessee has complied with all of his obligations hereunder, and subject to such deductions as are herein authorized. Lessee has complied with all of his obligations hereunder, and subject to such deductions as herein authorized. Lessee agrees to surrender the leased premises to Lessor at the end of this lease in a clean, reasonable and re-rentable condition, normal wear and tear are excepted, and all costs and expenses incurred by lessor in restoring the premises to the same condition as when leased, will be paid by Lessee as a deduction from the deposit. Any unpaid charges, damages, or rent due to Lessor shall likewise be deducted from the deposit. Lessee agrees to pay to the lessor the amount of such excess.

6. **NON-LIABILITY OF LESSOR AND INSURANCE OBLIGATIONS OF LESSEE:** All property stored within or on the space by lessee or located at the facility shall be at Lessee sole risk. Lessor carries no insurance which in any way covers any loss whatsoever that lessee may have or claim by renting the storage space or being on or about the facility, and therefore Lessee must obtain any insurance desired at his own expense. Lessor strongly recommends that Lessee secure his own insurance to protect himself and his property against all perils of whatsoever nature. Lessor shall not be liable to Lessee or Lessee’s invitees, family, employees, agents or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God, or any other cause whatsoever, unless the same is due to the willful acts or gross negligence of Lessor, his agents, servants, or employees. Lessee acknowledges that Lessor does not take care, custody, control, possession, or dominion over the contents in or on the space or at the facility and does not agree to provide protection for the facility, the space or the contents thereof. Lessee must take whatever steps he deems necessary to safeguard what is at the facility or in or on the space. If Lessee desires to keep the space locked, he must provide his own locks and keys and assumes full responsibility for who has possession of the keys and access to the space. Lessor shall not be liable for loss or damage resulting from failure, interruption or malfunction of the utilities, appliances, or fixtures, if any, provided to Lessee under the terms of this rental agreement.

LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL AND ANY MANNER OF CLAIMS FOR DAMAGES OR LOSS TO PROPERTY OR PERSONAL INJURY AND COSTS INCLUDING ATTORNEY'S FEES ARISING FROM LESSEE'S USE OF THE SPACE OF THE FACILITY, OR FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY LESSEE IN OR ON SPACE OR ABOUT THE FACILITY.

Should any of Lessor's employees perform any services for Lessee at Lessee's request, such employee shall be deemed to be the agent of Lessee, regardless of whether payment for such services is made or not, and Lessee agrees to hold Lessor harmless from all liability in connection with or arising from, directly or indirectly, such services performed by employees of Lessor.

Notwithstanding that Lessor shall not be liable for such occurrences, Lessee agrees to notify Lessor immediately upon the occurrence of any injury, damage, or loss suffered by Lessee or other person in any of such circumstances.

Nothing in this paragraph is intended to limit or waive either party's rights under the applicable laws of the State in which this agreement was entered into.

7. ALTERATIONS, SIGNS, AND WASTE: Lessee shall not make or suffer to be made any alterations of the space or facility nor post any sign without express written consent of the Lessor. Lessee shall not commit nor suffer to be committed any waste in or on the space or at the facility.

8. LESSOR'S RIGHT TO ENTER, INSPECT, AND REPAIR: Upon the request of the Lessor, the Lessee shall provide access to the Lessor to enter the leased space for the purpose of inspection, repair, alteration, improvement, or to supply necessary services. In case of emergency, the Lessor may enter the leased space for any of the above stated purposes without notice to or consent from the Lessee, and Lessor reserves the right to remove the contents of the leased space to another space or facility. For the purposes of the Paragraph, the term "emergency" means any sudden, unexpected occurrence or circumstance which demands immediate action.

9. CONTRACTUAL LANDLORD'S LIEN: In addition to any liens and remedies provided by law to secure and collect rent, and cumulative therewith, Lessor is hereby given a contractual landlord's lien upon all property, now or at any time hereafter, stored in or on the space or at the facility to secure the timely performance of this agreement by lessee and secure the payment of all rents, charges, and costs incident to Lessee's default. Furthermore, Lessor has a lien on all property in a self-service storage facility for the payment of rents or other charges that are due and unpaid by the Lessee pursuant to the applicable laws of the state in which this agreement was entered into.

10. DEFAULT: Time is of the essence in the performance of this agreement and in the payment of each and every installment of rent and charges herein covenanted to be paid. Lessee shall be in default of the agreement if any rent or charges shall be due and unpaid, or if Lessee shall fail or refuse to perform any of the covenants, conditions of terms of this agreement. Partial payment of rent does not waive or void the legal effect of prior notices given to Lessee unless expressly agreed to in writing by the Lessor.

In the case of default, at its option and without prejudice to any other remedies, Lessor may:

- A. Terminate this rental agreement; or
- B. Seize and sell the property against which a lien has attached under the Self-Service Storage Facility Act. And in accordance with a judgment by court of competent jurisdiction that forecloses the lien and orders the sale of property; or
- C. Seize and sell the property against which a lien has attached under the Self-Service Storage Facility Act in accordance with the provisions of said chapter which provide that said property will be advertised for sale by newspaper publication or by posting and sold at public sale to the highest bidder at the self-service storage facility or at a reasonable nearby public place following written notice of Lessor's claim being delivered to Lessee, and default has continued for the prescribed time period following the first notice of sale publication or posting. **EXPLANATION Your goods may be sold if your rent is delinquent.**

11. PROPERTY NOT SOLD: If any property remains unsold after Lessor has complied with all relevant requirements of the applicable laws of the State in which this agreement was entered into, Lessor may then otherwise dispose of said property in any manner considered appropriate by the Lessor, including but not limited to, destroying the personal property.

12. BREACH OF COVENANTS OR CONDITIONS: A breach of any of the covenants or conditions of this agreement by Lessee shall, at the option of the Lessor, terminate this lease and at which time said lease shall become null and void.

13. BANKRUPTCY AND OTHER LEGAL ACTIONS: In the event that Lessee files a voluntary petition in bankruptcy, or suffers a petition in involuntary bankruptcy to be filed against him, or makes an assignment for the benefits of creditors, or is placed in receivership, or is the subject of any other type of legal action wherein the right to use and occupancy of the leased premises is an issue, then, at the option of Lessor, this lease shall terminate, and Lessee shall thereafter have no right, title or interest in or to any of the leased properties.

14. WAIVER: No waiver by Lessor, his agents, representatives or employees, of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term hereof.

15. CHANGE OF TERMS: All terms of this agreement, including without limitation, monthly rental, conditions of occupancy and charges are SUBJECT TO CHANGE UPON (30) DAYS PRIOR WRITTEN NOTICE to Lessee. If changes, the Lessee may terminate this agreement on the effective date of the change by giving Lessor THIRTY (30) days prior written notice to terminate. If the Lessee does not give such notice, the change shall become effective and apply to his occupancy.

16. RECOVERY OF ATTORNEY'S FEES AND COSTS: In the event any action be instituted or other proceedings taken to enforce any term, covenant or condition herein contained or to recover any rent or charge due or to recover possession of the space or facility for any default or breach of this rental agreement by Lessee, Lessee agrees to and shall pay Lessor's reasonable attorney's fees, costs, and expenses in connection therewith.

17. INDEMNIFY AND HOLD HARMLESS: The Lessee agrees to indemnify and hold harmless the Lessor from any and all costs, disbursements, expenses (including attorney's fees), demands, claims, actions, or causes of action arising directly or indirectly from this agreement or any renewal or extension thereof.

18. SUBLETTING OR ASSIGNMENT: Lessee may make no subletting of the space or any portion thereof or assignment of this agreement without having written permission of Lessor in advance.

19. CHANGE OF ADDRESS: IT SHALL BE THE DUTY OF THE LESSEE TO FURNISH THE LESSOR NOTIFICATION, IN WRITING, AT LESSOR'S ADDRESS PROVIDED HEREIN, OF ANY CHANGE OF ADDRESS OF PHONE NUMBER.

20. SEVERABILITY CLAUSE: If any part of this agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of the agreement without any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

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

22. STATE LAW TO APPLY: This agreement and any action arising between the parties shall be construed under and in accordance with the substantive laws of the state where the within self-service storage facility is located.

23. EXCLUSION OF ALL WARRANTIES: The agents and employees of Lessor are not authorized to make warranties about the space, premises, and facility referred to in this agreement. Lessor's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Lessee, nor shall any of said statements be considered a part of this agreement. The entire agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises, and facility referred to herein. It is further understood and agreed that Lessee has been given an opportunity to inspect, and has inspected the space, premises, and facility and that Lessee accepts such leased space, premises, and facility AS IS and WITH ALL FAULTS.

24. ENTIRE AGREEMENT CLAUSE: this agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto, unless such terms are modified pursuant to the provisions of paragraph 15 above.

25. HEADINGS: The headings of the various provisions of this agreement have been included only for the convenience of the parties and are not to be used in constructing this agreement nor in ascertaining the intentions of the parties

**NOTICE TO LESSEE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. LESSEE HERBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE/SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT, WHICH CONSISTS OF FRONT AND BACK PAGES.**

**LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**