

Dogherra's Inc. Storage Contract
5940 Soquel Avenue (actual address)
5960-C Soquel Avenue (mailing address)
Santa Cruz, CA 95062

Occupant :

Vehicle:

Name: _____

Yr/Make/Model: _____

Address: _____

Color: _____ Length _____ ft.

City, State, Zip: _____

License#: _____

Telephone #: _____

Vin#: _____

Dogherra's Towing & Storage; hereinafter "Owner" and above Occupant, "agree as follows:

1. **SPACE.** Owner agrees to rent to Occupant 1 (one) space located at 5940 Soquel Avenue, Santa Cruz, California. The vehicle stored must be in good condition and kept in road worthy condition at all time or a deposit of \$1000.00 must be paid at the time of storage.
2. **RENTAL RATE.** Said vehicle shall be rented as the rate of \$ _____ per month commencing on the date defined below in #3 and every month thereafter paid in advance or on stated date per month. Any payment delinquent more than ten days shall bear interest at eighteen percent per annum.
3. **TERM.** The term shall commence on _____, and shall continue from month to month thereafter. Either party may terminate this agreement at any time by giving the other party written notice of intention to terminate at least 30 days in advance of the termination.
4. **CHANGE IN RENTAL RATES.** The rental rate specified above is valid for a six-month period commencing on the date of this agreement. Commencing on the seventh month, Owner may change said rate for the forthcoming six month period by notifying occupant at least 10 days prior to the commencement of the six month of the rental period.
5. **PURPOSE.** This Agreement is for vehicle storage only and its contents. Nothing will be stored outside the vehicle stored and Occupant agrees to be financially responsible for the disposal of anything the Occupant leaves outside the vehicle stored. Occupant also agrees not to work on or occupy the stored vehicle at any time during the tenancy. Occupant also understands and agrees that this agreement is not intended to create a bailment.
6. **ASSIGNMENT.** Occupant shall not assign this Agreement, sublease all or any part of the space, or permit any other person to occupy or use all or any part of the space at any time.
7. **LIABILITY.** Occupant agrees that Owner is providing an agreea secured only by a six foot high chain link fence with a customary lock and chain which is locked at all times unless Owner or representative is present. Occupant agrees to hold Owner harmless from any and all loss or damage to persons or property on the premises at any time, including, but not limited to fire, theft, vandalism, or malicious mischief. Occupant agrees that Owner is not obligated to and does not insure people or property that are on the premises from loss or damage of any kind. Occupant agrees to provide insurance coverage on all people and possessions that will be on this property.
8. **INSURANCE.** Occupant will provide personal auto insurance on all vehicles stored with minimum liability limits set by the State of California.
9. **TERMINATION FOR BREACH OF AGREEMENT.** The failure of Occupant to comply with any term or condition contained herein shall constitute a breach of this Agreement. In the event that Occupant breaches this Agreement by failing to comply with any term or condition contained herein, other than by nonpayment of rent, Owner may, at Owner's sole option, immediately terminate this Agreement. The waiver by Owner of Occupant's breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach.
10. **TERMINATION UPON ABANDONMENT.** Upon Occupant's apparent abandonment of the vehicle, Owner may, at Owner's option, forthwith enter into and take possession of the vehicle, change the lock or locks to the vehicle, all without notice of Occupant. Upon any such entry, Occupant's right to use and occupy the vehicle shall immediately terminate.
11. **TERMINATION FOR NON-PAYMENT OF RENT.** If any part of the rent due for Occupants under this Agreement remains unpaid for 14 consecutive days, Owner may, at Owner's option, terminate this Agreement and the right of Occupant to access or remove vehicle by sending a preliminary lien notice, in the form provided by law, to Occupant at Occupant's last known address and to the alternative address specified in Paragraph 14, specifying a date on which Occupant's right to access will terminate unless all sums due are paid by Occupant before a specified date. If Occupant thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, Owner shall have the right to deny Occupant further access to the space, enter the space, remove any property found therein to a place of safe keeping, and enforce Owner's lien against that property by sale of the property in the manner provided by law.

- 12. LIEN AGAINST OCCUPANT'S PROPERTY. As authorized by the California Self-Service Storage Facility Act (California Business and Professions Code Sections 21700-21716), if any part of the rent due from Occupant under this Agreement remains unpaid for 14 consecutive days, Occupant's property shall be subject to claim of lien by and on behalf of Owner, and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days.
- 13. LATE FEE. If the rent due is not paid in full by the commencement date stated in Paragraph 3, on each following month, a \$15.00 late fee will be charged.
- 14. ALTERNATIVE ADDRESS. To Occupant: Pursuant to the California Self Service Storage Facility Act (Business and Professions Code Sections 1700-21716), you are requested to give the name and address of another person to whom the preliminary lien notice and the subsequent notices required to be given under the act may be sent. If you give the name and address of another person as requested. Notices will be sent to you at the address designated by you. If you do not give the name and address of another person, notices will be sent only to you at your last-known address. Your failure to provide an alternative address will not affect the owner's remedies under this agreement or under any provision of Law.

Initial on of the following.

_____ I do not wish to give an alternate address.

_____ I wish to give an alternative address. The alternative address is as follows:
Name of person to whom notices may be sent:

Name: _____

Street Address: _____

City, State, Zip: _____

- 15. RIGHTS OF OWNER ON TERMINATION. Upon termination of this Agreement, Owner may, at Owner's option, enter the vehicle and remove all personal property therein: Clean and repair the space. Replace the lock and keys: and exercise any and all rights otherwise available to an owner of a self-service storage facility pursuant to law. Further, Owner may impose a lien on all personal property located in the vehicle/space for rent, labor, or other charges, present or future, and for all expenses incurred for the storage, preservation, sale, or disposition of any and all property stored in the space. Owner's remedies as specified in this Agreement shall be in addition to, and not in lieu of, any other legal or equitable relief to which Owner would otherwise be entitled.
- 16. ACCRUAL OF RENT AFTER DEFAULT. If Owner elects not to terminate this Agreement upon any breach or default by Occupant, all rent and other sums due under this Agreement shall continue to accrue.
- 17. NOTICES. All notices required or permitted to be given under this Agreement shall be personally served or mailed by certified United States mail, return receipt requested, postage prepaid, to the parties at their addresses set forth above, unless notified otherwise in writing or email. Any notice mailed in accordance with this paragraph shall conclusively be presumed to have been received within two business days after mailing.
- 18. BINDING EFFECT. This Rental Agreement shall be binding upon and shall insure to the benefit of the Owner and the Occupant and their respective successors and assigns.
- 19. ATTORNEY'S FEES. Should any litigation be commenced between the parties hereto concerning said property/vehicle, this Agreement, or the rights of either in relation thereto, the party, Owner or Occupant, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.
- 20. HAZARDOUS WASTES. Occupant also agrees not to store hazardous water, firearms, explosives in this space/vehicle at any time. Occupant also agrees to be financially responsible for the clean up of any such hazardous wastes caused by Occupant's tenancy.
- 21. CONDITION OF VEHICLE. Occupant agrees that the stored vehicle is operable and movable and agrees to move vehicle to another location in the storage yard when requested to do so by Owner.

Dogherra's agent _____ Date _____

Occupant _____ Date _____

Payment Amount: _____ Method _____

_____ I would like Dogherra's Towing & Storage to charge my credit card below on each billing date and authorize this charge unless otherwise notified or changed in writing or email. I also understand that there is additional \$4.00 per charge for this service.

Credit Card # _____ Exp ____/____ SVV2 _____ Billing Zip Code _____