

On the Mountain Marine and Storage

month to month agreement

This Storage Agreement ("**Agreement**") is between _____, ("**Occupant**") and On the Mountain Marine and Storage ("**Owner**"), and is effective as of the last date set forth below. In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT:** Owner licenses to Occupant that certain uncovered parking lot -- storage unit -- Indoor Storage - designated as #_____. (the "**Space**") located at 2455 Hunsaker Dr, Running Springs 92382 California (the "**Storage Area**") for Occupant to store only the following described personal property (the "**Property**"):

1.5 **PROPERTY:** _____

2. **TERM:** License of the Space shall be on a month-to-month basis beginning _____. Either party may terminate this Agreement upon thirty (30) days written notice to the other at the address beneath each party's signature below. Occupant shall continue to be responsible for paying monthly storage fees until the actual date of termination of this Agreement.

3. **STORAGE FEE:** The charge for the Space (the "**Storage Fee**") shall be \$_____ per month, along with a one-time, \$45 dollar administrative setup fee.

The Storage Fee is payable in advance and due on the first day of each calendar month (the "**Due Date**"). If payment is more than 5 days late, Occupant shall pay Owner a "Late Charge" of forty five dollars (\$45.00), in addition to the normal Storage Fee. Payments shall be sent to Owner at the address indicated below or at such other address or to such other party as Owner may from time to time designate in writing to Occupant.

Occupant shall make any Storage Fee checks payable to "On the Mountain Marine & Storage" – Pay Pal @ On the Mountain Marine and Storage

4. **USE OF THE SPACE / SITE ACCESS:** Occupant shall use the Space at all times in compliance with the laws of California and only for the storage of the Property described above. **There is no overnight use of the Property for any reason.** Occupants shall not permit liens, charges or encumbrances placed on or levied against the Space other than liens, charges or encumbrances placed thereon by Owner or by persons claiming under or through Owner. Occupant shall not, without the prior written consent of Owner, permit the Space to be used by anyone other than Occupant. Occupant acknowledges that the Storage Area is a drop-off and pick-up storage facility only. Occupant shall use best effort to limit Occupants time during each entry at the Property to less than one hour.

The right to access the facility is granted to Occupant via our front gate for as long as Occupant remains current with all monthly payments. If Occupant is more than three (3) days late with any monthly payments, gate access code will automatically be terminated and site access will be revoked. Occupant's gate access will only be reactivated when all outstanding fees and any penalties have been paid in full.

5. **RULES AND REGULATIONS:** Occupant shall comply with the Rules and Regulations that apply to the Storage Area, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Agreement (**APPENDIX A**). Any failure to comply with the Rules and Regulations that is not promptly corrected after notice

from Owner shall be cause for immediate termination of this Agreement at the election of Owner and loss of security deposit.

6. **MAINTENANCE AND REPAIR:** Occupant shall have no authority to make any alteration, addition or improvement to the Space or to the Storage Area. Occupant will not perform vehicle or trailer maintenance of any kind on the Property. Occupant shall be entirely responsible for damage to the Space and the Storage Area caused by Occupant and his or her guests (collectively, the "**Occupant Parties**"), normal wear and tear excluded. If any Occupant Party causes any such damage and the repair is paid for by Owner, Occupant shall immediately reimburse Owner the amount of such repair, plus any interest thereon, PROMPTLY upon demand.

7. **INSURANCE:** Occupant shall be solely responsible and assumes all risk of injury to Occupant and all other Occupant Parties, the Property, other persons and the property of others arising from or related to the storage or use of the Property at the Storage Area. It is Occupant's responsibility to produce and maintain, at Occupant's sole cost and expense, insurance covering injury and property damage to the Property resulting from the ownership, operation, maintenance and use of the Property, or the storage of the Property at the Storage Area. A General Liability Insurance Certificate naming On the Mountain Inc as addition insured and include Primary and Non-Contributory Endorsement. This policy must include limits of not less than \$100,000 or the replacement cost of Property.

8. **RISK OF THEFT, DAMAGE OR DESTRUCTION OF PROPERTY: Occupant expressly assumes, and shall bear all risk of loss, including, but not limited to, theft, animal infestation, mold, water / weather, any damage and destruction of the property while the Property is stored in or on the Storage Areas available.**

9. **RISK OF HIGH WINDS, INCLEMENT WEATHER, AND EARTHQUAKES:** Occupant acknowledges that the Storage Area is in a region that is seasonally affected by high winds, fire, inclement weather and earthquakes. Owner strongly recommends that Occupant obtain insurance coverage for the full value of Occupant's Property. Occupant expressly assumes all risk of loss or damage to the Property. Owner shall not be responsible for and Occupant hereby releases Owner from any responsibility for, any loss, liability, claim, expense, or damage to the property while stored at or near loss, liability, claim, expense, or damage to the Property while stored at or near the Space or the Storage Area.

10. **RETURN OF THE SPACE:** Upon termination of this Agreement, Occupant shall immediately return to Owner the Space in its original condition, reasonable wear and tear resulting from prudent and careful use being excepted. Broom swept and free of any debris.

11. **NO REPRESENTATIONS OR WARRANTIES BY Owner:** Occupant acknowledges and agrees that Owner has made no representation or warranty of any kind or nature whatsoever regarding the Space or the Storage Area. Owner MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SPACE OR THE STORAGE AREA. OCCUPANT WAIVES ANY CLAIM HE OR SHE MIGHT HAVE AGAINST OWNER FOR ANY LOSS OR DAMAGE TO THE PROPERTY.

OCCUPANT HEREBY LICENSES THE SPACE "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY BY OWNER. Without limiting the foregoing, Owner shall not be liable for any direct or consequential damage arising from the use of the Space or the Storage Area.

12. **INDEMNIFICATION:** Occupant shall defend, indemnify and hold Owner and each of their respective owners, shareholders, partners, members, officers, directors, employees, representatives and agents (collectively, the "**Indemnified Parties**") free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, whether incurred by or made against the Indemnified Parties, relating, resulting from or in any way arising out of Occupant's storage, maintenance, use or disposition of the Property and/or Occupant's license or use of the Space or the Storage Area (collectively, "**Claims**"). Occupant shall give Owner and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by Owner or any other Indemnified Party of the assertion of any Claim against any of them, Occupant shall be responsible for the defense thereof with attorneys acceptable to Owner and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Agreement.

13. **EVENTS OF DEFAULT:** The occurrence of any of the following events shall constitute a default by Occupant ("**Event of Default**"), authorizing Owner to terminate this Agreement and exercise any and all remedies allowed under this Agreement and under the law: (a) Failure of Occupant to pay fully when due any Storage Fee payment, provided services performed by On the Mountain Marine or other amount due hereunder; (b) Failure of Occupant to perform fully and timely any covenant, condition or obligation required to be performed by Occupant under this Agreement or any other agreement with Owner; or (c) Failure of Occupant to observe any of the applicable Rules and Regulations.

14. **REMEDIES:** If any part of the Storage Fee due from Occupant under this Agreement remains unpaid for ten (10) or more consecutive days after first day of the month for which the Storage Fee is due, Owner may, at Owners sole option, terminate this Agreement and the right of Occupant to use and occupy the Space by sending a Preliminary Lien Notice to Occupant, in the form provided by the California Self-Service Storage Facility Act, California Business & Professions Code 21703 et seq., specifying a date on which Occupant's right to use the Space will terminate unless all sums due are paid by Occupant before the 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 and the Storage Area, remove any Property found therein to another location and enforce Owners lien against the Property by sale of the Property in the manner provided by law. **Owner reserves the right to reject any partial payment of the Storage Fee from Occupant and to accept only the payment of the full amount due.** Owner may impose a lien on the Property and all other property Occupant has located in the Storage Area for all expenses incurred by Owner for the storage, services, preservation, sale, or disposition of the Property and all other property stored in the Storage Area. Further, Owners 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.

15. **ASSIGNMENT:** Occupant may not assign, sublease or transfer this Agreement or the right to store any item in the Space. Owner may assign this Agreement and/or mortgage the Space in whole or in part without notice to Occupant. Each such assignee or mortgagee shall have all of the rights, but none of the obligations, of Owner under this Agreement. Occupant shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Occupant may have against Owner.

16. **NO PROPERTY RIGHTS:** Occupant acknowledges and agrees that Occupant does not have and will not have or obtain any title to either the Space or the Storage Area nor any property right or legal or equitable interest therein, except its license right as Occupant hereunder and subject to the terms of this Agreement.

17. **HOLDING OVER:** Any use by Occupant of the Space beyond the term of this Agreement shall, at the option of Owner, be deemed an extension of the original Agreement term on a month-to-month basis, and all obligations of Occupant shall continue during such holding over.

During any such holding over, Owner may terminate this Agreement and take

possession of the Space upon demand after three (3) calendar days' prior written notice to Occupant.

Section 21701 of the Business and professions code. *"If any part of the rent or other charges due from an occupant remain unpaid for 14 consecutive days, an owner may terminate the right of the occupant to the use of the storage space at a self-service storage facility by sending a notice to the occupant's last known address and to the alternative address specified in subdivision (b) of Section 21712. The notice shall be sent by certified mail, postage prepaid, by regular first-class mail if the owner obtains a certificate of mailing indicating the date the notice was mailed, or by email pursuant to subdivision (c) of Section 21712"*

18. **NON-WAIVER:** Owner shall not be deemed to have waived any breach of any of Occupant's obligations, conditions or covenants under this Agreement except by a waiver in writing signed by Owner; and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Occupant's obligations, conditions or covenants. Owners failure or neglect to exercise any remedy which Owner may have hereunder or any other acquiescence in the default of Occupant, including the obligation of Occupant with respect to which Occupant is in default; and Owner shall be entitled to pursue any remedy available to it under law until Occupant has rendered complete performance of all obligations of Occupant hereunder.

19. **NOTICE:** All notices required or permitted under this Agreement shall be sufficient if delivered personally or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party may designate in writing to the other from time to time. Any such notice shall be effective forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

20. **SECURITY DEPOSIT:** Occupant has paid to Owner \$_____ to be held by Owner as security for the payment and performance by Occupant of its various obligations set forth in this Agreement. This deposit may, at Owners option, be applied to satisfy any obligation of Occupant's which may be in default, and the amount so applied will immediately be reimbursed to Owner by Occupant without demand , so as to maintain the Agreement. The acceptance of any security deposit or any other sum by Owner shall not constitute any agreed liquidated damages, or a limitation of damages which may be sustained by Owner as a result of any breach or default by Occupant under this Agreement. Any unused portion of the security deposit will be returned to Occupant promptly (up to 3 business days) after the termination of this Agreement without interest provided the provisions of this Agreement are satisfied.

21. **MISCELLANEOUS:**

- a. If more than one person executes this Agreement as Occupant, all obligations hereunder to be performed by Occupant shall be the joint and several liability of all such persons.
- b. Wherever the context permits, Occupant's obligations under this Agreement shall survive the delivery and return of the Space hereunder.
- c. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Agreement.

- d. To the extent permitted by applicable law, Occupant hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.
- e. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the charge, waiver, discharge or termination is sought.
- f. The captions in this Agreement are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- g. As used herein, the term "Agreement" shall include all exhibits attached hereto.
- h. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performances.
- i. Time is the essence hereof.

23. **INTEGRATION:** This Agreement represents the entire and complete agreement between Owner and Occupant with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreement relating to the subject matter of this Agreement.

Occupant (s) :

Address _____ Phone / Cell _____

Email _____ Insurance provider _____

CF numbers _____ Copy of title _____

CDL # _____

Occupant Signature _____ Date _____ OTM Marine and Storage _____