

# CAPELL VALLEY BOAT & R.V. SELF STORAGE RENTAL AGREEMENT

**NOTICE: YOUR STORED PROPERTY MAY 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 (FOURTEEN) CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE BUSINESS AND PROFESSIONS CODE.**

**IF YOUR STORED PROPERTY IS A REGISTERED MOTOR VEHICLE IT MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN AS AUTHORIZED BY CHAPTER 4.5 (COMMENCING WITH SECTION 3067) OF THE CIVIL CODE. IF YOUR STORED PROPERTY IS A REGISTERED VESSEL IT MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN AS AUTHORIZED BY DIVISION 3, CHAPTER 2, ARTICLE 4 (COMMENCING WITH SECTION 500) OF THE HARBORS AND NAVIGATION CODE.**

**1. PARTIES AND DATE:** this Rental Agreement ("Agreement") is signed and entered into as of \_\_\_\_\_, between Capell Valley Boat & R.V. Storage ("owner") and the individual named below as Occupant ("Occupant").

NAME (LAST)	(FIRST)	(MIDDLE)	NAME (ALTERNATE)
SPOUSE			ADDRESS (ALTERNATE)
ADDRESS			CITY STATE
CITY/STATE			TELEPHONE (ALTERNATE)
TELEPHONE (HOME)			(WORK)
DRIVER'S LICENSE#			SSN#
BIRTHDATE			
VEHICLE:			VESEL:
(MAKE)	(YEAR)	(MODEL)	(MAKE) (HULL ID #) (TRAILER LICENSE #)
(VIN#)	(LICENSE#)	(STATE OF REGISTRATION)	(STATE OF REGISTRATION)
(NAME/ADDRESS REGISTERED OWNER)			(NAME/ADDRESS REGISTERED OWNER)
(NAME/ADDRESS LEGAL OWNER)			(NAME/ADDRESS LEGAL OWNER)
(LIENHOLDERS/ LIENHOLDERS' ADDRESSES)			(LIENHOLDERS/ LIENHOLDERS' ADDRESSES)

**2. PREMISES:** Owner agrees to rent to Occupant the premises known as Space Number \_\_\_\_\_, with size of \_\_\_\_\_, ("the premises") located at 5080 Hwy 128, Napa, California ("the facility") upon the terms and conditions of this Agreement. It is understood and agreed that no bailment or deposit for safekeeping is intended hereby.

**3. TERM:** The term of the Agreement begins on the date in paragraph 1. above, and ends on \_\_\_\_\_.  
Occupant's Initials: \_\_\_\_\_ The term of the Agreement is a month to month tenancy. OR  
Occupant's Initials: \_\_\_\_\_ The term of the Agreement is one year, and thereafter on a month to month basis.

**4. RENT:** Rent at the rate of \$\_\_\_\_\_ per month is payable in advance upon the \_\_\_\_\_ day of the month to Owner or to Owner's designated agent. The minimum rental term is one month. Prior to taking possession of the premises, and as a condition of taking possession, Occupant shall pay the rent for the first month. Rent shall be payable without deduction, prior notice, demand, or billing statement. Rent shall be made without offset or deductions of any kind. Rent shall be delinquent if not paid within ten (10) days after the due date. If Rent is delinquent, Occupant shall be charged a late fee, as follows:

- Ten dollars (\$10), if the rental agreement provides for monthly rent of sixty dollars (\$60) or less.
- Fifteen dollars (\$15), if the rental agreement provides for monthly rent greater than sixty dollars (\$60), but less than one hundred dollars (\$100).
- Twenty dollars (\$20) or 15 percent of the monthly rental fee, whichever is greater, if the rental agreement provides for monthly rent of one hundred dollars (\$100) or more.

The receipt of a check by Owner shall not be considered payment of Rent to Owner if the check is dishonored or not paid for any reason. Occupant agrees to pay a fee of \$\_\_\_\_\_ as additional Rent for each and any dishonored check. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days' written notice to Occupant, that all future Rent be paid by certified check, or money order, or cashier's check. With respect to any month-to-month tenancy, Owner may increase the Rent and/or the other fees regarding this Agreement upon thirty (30) day's written notice from Owner to Occupant. Any such adjustment in the Rent shall not affect the other terms of this Agreement, and such other terms shall continue in full force and effect.

**5. DEPOSITS:** Concurrent with the execution of this Agreement, Occupant shall pay in advance a cleaning and damage deposit in the amount of \$\_\_\_\_\_ (the "Deposit"), to be held by Owner for the faithful performance of the terms and conditions of this Agreement and for the cleaning and repair



asdf the premises after Occupant surrenders them. Owner may commingle the Deposit with funds in its general accounts. The Deposit shall be returned to Occupant, without interest, within 30 days after Occupant vacates the Premises, less all charges for cleaning, repairing, or replacement of any missing items or other amounts necessary to compensate Owner for breaches of the Agreement, or delinquent Rent, or other charges owed by Occupant to Owner. At the termination of this Agreement, it shall be Occupant's responsibility to leave a forwarding address to Owner, completely vacate the premises, return the premises in the same condition as when the premises were delivered to Occupant, and to notify Owner that Occupant has actually vacated the Premises. At the termination of the Agreement, the Owner shall inspect the premises in Occupant's presence to verify the final condition of the Premises and its contents.

**6. CONDITION OF PREMISES / NO WARRANTIES:** Occupant has inspected and examined the Premises and, by initialing this provision, acknowledges and agrees that the premises are in good order, condition, and repair, in a clean and sanitary condition, and satisfactory for all purposes for which Occupant shall use the premises. Occupant accepts the Premises in an "as-is" condition. Owner hereby disclaims any implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of the premises and the facility. Occupant acknowledges that Occupant has inspected the premises and the facility and acknowledges and agrees that Owner does not represent or guarantee the safety or security of the premises, the facility, or any personal property stored in the premises or facility. Occupant acknowledges and agrees that this Agreement does not create any contractual duty for Owner to increase or maintain such safety or security. OCCUPANT'S INITIALS: \_\_\_\_\_

**7. USE AND OCCUPANCY:** Occupant shall store only personal property, boats, or recreational vehicles that Occupant owns, and will not store personal property that is claimed by another or in which another has any right, title, or interest. Occupant acknowledges that the premises may be used for storage only. Occupant shall not use the premises for the conduct of a business or for human or animal habitation. Occupant understands and agrees that Owner need not be concerned with the kind, quantity, or value of personal property or other goods stored by Occupant in or about the premises pursuant to this Agreement. Occupant further acknowledges and agrees that Occupant's personal property is and shall be stored under the sole supervision and control of Occupant, that Owner exercises neither care, custody, nor control over property stored by Occupant (except as required to exercise such control as is necessary to enforce Owner's lien rights). Occupant further acknowledges and agrees that no bailment or deposit of goods for safekeeping is intended or created under this Agreement. Occupant shall not store any improperly packaged food or perishable goods, controlled or illegal substances, flammable materials, materials subject to spontaneous combustion, or explosives or other inherently dangerous material, nor perform any welding in the premises. Occupant shall not store on the premises any personal property whose storage would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal, and other environmental matters. For purposes of this Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material, or waste that is or becomes regulated under any applicable local, state, or federal law or regulation. Occupant shall comply with all laws, rules, regulations, and ordinances of any and all governmental authorities concerning the premises and its use. Occupant shall not permit any Hazardous Materials to be stored in the premises. Occupant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants. Occupant acknowledges and agrees that the premises are not suitable for the storage of heirlooms or precious, invaluable, or irreplaceable personal property such as books, records, writings, works of art, objects for which no immediate resale market exists, objects that are claimed to have special or emotional value to Occupant, or records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant agrees to keep and maintain the premises in good order and condition. Occupant shall not make any alterations or improvements to the premises, shall not build on or attach anything to the inside or outside walls, ceiling, or floors of any enclosed space, and shall do no painting, or redecorating without the prior written consent of the Owner, which shall be at the Owner's sole and subjective discretion. Notwithstanding the foregoing, in the event that Occupant makes any alteration to the premises, whether with or without the consent of Owner, Owner shall have the right to cause Occupant to remove such alteration at Occupant's sole cost and expense. In the event that Occupant refuses to so remove such alteration, Owner shall have the right to remove the alteration, and Occupant agrees to reimburse Owner as additional Rent Owner's cost in removing the alteration. Under no circumstances shall Occupant install any extra wiring or heaters in the premises, nor shall Occupant operate any electrical equipment in the premises. By initialing this Section, Occupant acknowledges that Occupant has read and understands the provisions of this paragraph and agrees to comply with its requirements. OCCUPANT'S INITIALS: \_\_\_\_\_

**8. RULES AND CONDUCT:** Occupant agrees to abide by all of Owner's rules and policies that are posted and are now in effect, or that may be put into effect from time to time. All such rules are made a part of this Agreement by this reference. Owner agrees to supply to Occupant written copies of any rules that are adopted in the future. Should Occupant appoint another person(s) or organization(s) ("other person") to enter the premises, Occupant shall be responsible for advising the other person of Owner's rules, and Occupant assumes responsibility for the conduct of the other person. Owner shall be entitled to assume that the other person's possession of a key is evidence of authority to enter the premises and/or Occupant's vehicle or vessel.

**9. RELEASE OF OCCUPANT INFORMATION:** Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.

**10. NONPAYMENT OF RENT; OWNER'S LIEN; TERMINATION AND FORECLOSURE OF LIEN:** Occupant acknowledges and understands that pursuant to the California Self-Service Storage Facility Act ("Act") (California Business and Professions Code §§21700 et seq.), Occupant's property stored in the Premises shall be subject to a lien in favor of Owner for all rent and other charges payable under this Agreement if such rent or other charges remain unpaid for 14 consecutive days or more after the due date. As authorized in the Act, Owner may terminate Occupant's right to use of the Premises by sending a Preliminary Lien Notice to Occupant containing all of the following:

- a. An itemized statement of Owner's claim showing the sums due at the time of the Preliminary Lien Notice and the date the sums became due;
- b. A statement that Occupant's right to use the Premises will terminate on a specified date (not less than 14 days after the mailing of the notice) ("Termination Date") unless all sums due are paid by Occupant prior to the Termination Date;
- c. A notice that Occupant may be denied access to the Premises after the Termination Date if the sums due are not paid, and that an owner's lien, as provided for in California Business and Professions Code §21702, may be imposed thereafter; and
- d. The name, street address, and telephone number of Owner, or his or her designated agent, whom Occupant may contact to respond to the notice.

The Preliminary Lien Notice shall be sent by certified mail, postage prepaid, and addressed to Occupant's address set forth in this Agreement, or to Occupant's last known address as supplied by Occupant in writing to Owner, and to the Alternate address set forth in this Agreement by Occupant.

**11. ATTORNEYS' FEES AND COSTS:** In the event that any legal action is commenced to enforce any of the terms of this Agreement, or any owner's lien pursuant to California Business and Professions Code §21702, or any rights or remedies Owner possesses pursuant to this Agreement or by virtue of the laws of this State, the prevailing party in any such litigation shall be entitled to recover all costs, reasonable attorneys' fees and expert witness fees from the other party. This shall be in addition to any and all rights Owner possesses by virtue of this Agreement.

**12. INSURANCE:** OCCUPANT ACKNOWLEDGES THAT OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY. OCCUPANT AGREES TO MAINTAIN, AT OCCUPANT'S SOLE EXPENSE, A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE WITH THEFT, VANDALISM, AND MALICIOUS MISCHIEF ENDORSEMENTS FOR THE FULL VALUE OF OCCUPANT'S STORED PROPERTY. TO THE EXTENT THAT OCCUPANT DOES NOT MAINTAIN SUCH INSURANCE, OCCUPANT WILL BE DEEMED TO HAVE "SELF-INSURED" TOTALLY (i.e. NOT TO INSURE WITH ANY DULY LICENSED INSURANCE COMPANY) AND SHALL BEAR ALL RISK OF LOSS OR DAMAGE. THIS INSURANCE IS FOR THE BENEFIT OF BOTH OCCUPANT AND OWNER. OCCUPANT EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OR OCCUPANT AGAINST OWNER, OR OWNER'S AGENTS OR EMPLOYEES. OCCUPANT EXPRESSLY AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY EXPENSE, COSTS, OR DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUCH SUBROGATION. OWNER AND OWNER'S AGENTS ARE NOT INSURERS, AND ARE NOT AFFILIATED WITH ANY INSURANCE COMPANY, DO NOT ACT AS AN INSURANCE COMPANY OR INSURANCE COMPANY'S AGENT, BROKER, OR SOLICITOR, AND DO NOT ASSIST IN THE EXPLANATION OF COVERAGE OR IN THE MAKING OF CLAIMS UNDER ANY INSURANCE POLICY. OCCUPANT ASSUMES ALL RISK OF LOSS TO STORED PROPERTY, INCLUDING DAMAGE OR LOSS BY BURGLARY, VANDALISM, VERMIN, MALICIOUS MISCHIEF, FIRE, OR OTHER CASUALTY.



**13. RELEASE/INDEMNITY:** As a further consideration for Occupant's use and occupancy of the premises and the facility, Occupant hereby releases Owner and Owner's Agents from any and all loss, liability, claim, expense, or damage to any personal property, vehicle, or vessel located on or about the premises or the facility from any cause whatsoever, including, but not limited to, burglary, fire, water damage, mysterious disappearance, rodents, malicious mischief, insect, acts of God, or the active or passive acts, omissions, negligence, or conversion of Owner or Owner's Agents, and releases the Owner and Owner's Agents from any liability for any injury or death suffered by any person, including Occupant's guests, licensees, and invitees, occurring in or about the premises or the facility, or arising out of Occupant's use of the premises and the facility unless the loss, liability, claim, expense, or damage is caused directly by Owner's fraud, willful injurious actions, or willful violation of law. Occupant shall indemnify, defend, and hold Owner and Owner's Agents harmless from any and all demands, losses, liabilities, claims, expenses, damages, or causes of action whatsoever that are brought or made by others and that arise out of, or are connected in any way with, Occupant's use of the premises or the facility, including claims based upon the active negligence of Owner or Owner's Agents. Said indemnification shall include, without limitation, costs of litigation and reasonable attorneys' fees, incurred in investigating, resisting or compromising any claims asserted with respect to the foregoing. Occupant's obligations under this section specifically extend to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any materials or property stored in the premises. Occupant's obligations under this section shall survive the termination of this Agreement. Occupant agrees that the release and indemnification set forth in this section are a condition of the setting of the Rent and that, if Occupant did not agree to the release and indemnification set forth in this section, Owner would charge a much higher rent.

**14. LOCK:** Occupant shall provide for the premises, at Occupant's own expense, a lock that Occupant, in Occupant's sole discretion, deems sufficient to secure the premises. In the event such lock is rendered ineffectual for its intended purpose from any cause, or the premises become insecure for any reason, Owner may, but is not obligated to, take whatever measures Owner deems appropriate, in Owner's sole discretion, to resecure the premises with or without notice to Occupant. The fact that Owner has taken measures to resecure the premises shall not be deemed a conversion of Occupant's stored property, shall not be deemed a bailment of Occupant's stored property, shall not constitute an assumption by Owner of security with regard to the premises or Occupant's stored property, nor shall such measures alter the limitations on Owner's liability set forth elsewhere in this Agreement. Occupant shall also be solely responsible for any access to the premises achieved by others, subject to all of the terms and limitations of this Agreement, whether or not such access is achieved as a result of Occupant's intent.

**15. ACCESS:** In the Owner's absolute discretion, Occupant's access to the premises and the facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on or of the facility. Such measures may include, but are not limited to, limiting hours of operation, and requiring verification of Occupant's identity.

**16. REPAIRS:** Occupant shall pay Owner promptly for any repairs that Owner must make to premises for damage caused by the misuse or negligence of Occupant or Occupant's invitees, licensees, agents or guests. All costs necessary to restore the premises to the condition as delivered by Owner on the date identified in paragraph 1 above, reasonable wear and tear excepted, shall be borne by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional Rent for the purposes of Owner's remedies on default.

**17. INSPECTION:** Owner may enter the premises for the purpose of inspection without prior notice to Occupant in the event of an emergency; whenever Owner believes that any hazardous condition, or nuisance has been created, or is occurring in the premises, or any unlawful activity is taking place; to comply with applicable law; for necessary repairs to the premises; for authorized inspections by governmental authorities; and to enforce any of Owner's rights. In the event that Occupant fails to grant access to the premises as required or upon default of any of Occupant's obligations under this Agreement, Owner and Owner's Agents shall have the right, but not the obligation, to remove Occupant's lock and enter the premises. In the event that Occupant's lock is destroyed as a result of a permissible inspection unrelated to Occupant's default of any of Occupant's obligations under this Agreement, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality.

**18. ASSIGNMENT:** Occupant shall not sublet or assign the premises nor store property owned by others without the prior written consent of Owner.

**19. TERMINATION AND DEFAULT:** Either party may terminate this Agreement at the expiration of any term by giving thirty (30) days written notice by certified or registered mail. Occupant acknowledges that any holding over thereafter shall result in Occupant being liable for Rent in the amount of 150% of the rent specified in this Agreement. If Occupant vacates the premises prior to the end of the period, Rent shall be prorated. This Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms of this Agreement or the abandonment of the premises by Occupant. In addition, upon nonpayment of the Rent for fourteen (14) consecutive days, Owner may terminate the Agreement upon fourteen (14) days written notice pursuant to a Preliminary Lien Notice, as set forth in California Business and Professions Code Section 21703. If Occupant defaults under any of its obligations under this Agreement, Owner may pursue any remedies available to Owner under applicable law or this Agreement. If legal action is commenced by Owner to enforce any term or condition of this Agreement, Occupant agrees to pay all court costs and reasonable attorneys' fees related thereto. Owner's decision to pursue one remedy shall not prevent Owner from pursuing other available remedies. Upon termination of this Agreement, Occupant shall remove all of Occupant's property from the premises and shall immediately deliver possession of the premises to the Owner, condition as delivered by Owner on the date identified in paragraph 1 above, broom clean and reasonable wear and tear excepted.

**20. NOTICES:** Except as otherwise expressly provided in this Agreement or by law, any written notices or demands required or permitted to be given under the terms of this Agreement or at law, including the Preliminary Lien Notice and other subsequent notices required to be provided under the California Self-Service Storage Facility Act (California Business and Professions Code §§21700 et seq.), may be personally served or may be served by certified, first-class mail deposited in the United States mail with postage fully prepaid and addressed to the party so to be served at the address of such party provided next to its signature of this Agreement, and, in the case of Occupant, also sent to the Alternate Address set forth in this Agreement, if any, or to any Alternate Address provided by Occupant to Owner in writing. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail, with postage fully prepaid and addressed in accordance with the provisions of this Agreement, provided, however, that any notice or demand sent by Occupant to Owner, irrespective of the manner sent, shall be deemed delivered and service complete only upon Owner's actual receipt of such notice or demand. All notices must be similarly sent to any other person whose name and address are set forth in Section 22.

**21. NOTIFICATION OF CHANGE OF ADDRESS:** In the event Occupant shall change Occupant's place of residence or Alternate Address as set forth in this Agreement, Occupant shall give Owner written notice of any such change within 10 days of the change, specifying Occupant's current residence and Alternate Address, and telephone numbers. For purposes of any notice given under this Agreement, no notification of change of address of Occupant shall be effective until received by Owner.

**22. ALTERNATE ADDRESS:** To Occupant: Pursuant to the California Self-Service Storage Facility Act (Business & Professions Code Sections 21700-21716), you are requested to give the name and address of another person 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 your last known address and to the person designated by 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 does not affect the owner's remedies under this agreement or under any other provision of law. Initial one of the following:

☐ I do not wish to give an alternative address.

☐ I wish to give an alternative address. The alternative address is as follows:

Name of person to whom notices may be sent \_\_\_\_\_

Street address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_



23. **TIME:** Time is of the essence of this Agreement.

24. **SUCCESSORS AND ASSIGNS:** This Agreement is binding upon, and is for the benefit of each party and their respective heirs, successors, and assigns.

25. **APPLICABLE LAW:** this Agreement shall be governed by and interpreted under the laws of the State of California.

26. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the matters covered by and/or stated in this Agreement. This Agreement takes the place of all prior or contradictory agreements, statements, and understandings of the parties with respect to such matters. Except as provided in this Agreement, this Agreement can only be changed if both parties sign a document which contains terms that change the terms of this Agreement. Evidence of statements made by any of the parties or the Owner's Agents shall not be admissible in any proceedings to show that the parties agreed to any term or condition that is in addition to or contradicts any of the terms and conditions contained in this Agreement, or the lawful modifications thereto.

## ADDENDUM *added*

1. This addendum is attached to, and incorporated by reference in, that certain rental agreement executed by and between \_\_\_\_\_ (Occupant) and CAPELL VALLEY BOAT AND RV STORAGE (Owner), dated \_\_\_\_\_.

2. This addendum incorporate by reference all of the terms of the rental agreement recited in paragraph 1 above, and wherever the term "space" is used in that rental agreement, it means in addition the "parking space" referenced in this addendum.

3. Occupant is renting parking space number \_\_\_\_\_, pursuant to the terms of the rental agreement, at Owner's self-storage facility.

4. Attached hereto and incorporated herein are true copies of all registration or identification certificates relating to the stored vehicle and boat to which this agreement pertains, together with the names and addresses of any other owners or lien holders appearing on the documents of title to the vehicle or boat. Only the vehicle or boat described in such attached registration or identification documents, and no other vehicle or boat, may be stored pursuant to this agreement. Occupant shall replace the copies or the attached registration or identification certificates in event of any changes with current registration or identification certificate as attachments hereto.

5. In the event that owners other than Occupant appear on the documents of title to the vehicle or boat, Occupant certifies and warrants that Occupant has authority to act for such other owners in all respects with regard to vehicle or boat stored under this agreement. Occupant hereby appoints all such other owners as Occupant's agent(s) for all purposes related in any way to this rental agreement for the entire term of this agreement.

6. There shall be no repair, maintenance, or any other kind of work performed on the stored vehicle or boat, including washing or cleaning, while the vehicle or boat is located at the storage facility.

7. The provisions of the rental agreement relating to "Use and Occupancy", also apply to any person holding ignition keys, or any other means of effectuating the removal of the vehicle or boat from its space. In no event shall Owner be responsible for any claim relating to the removal of the vehicle or boat from its parking space by any person or entity shown as an additional owner or lien holder on the documents of registration or title of the vehicle or boat. Occupant hereby irrevocable appoints such other owners of lien holders as may appear on the documents of registration or title as Occupant's agents for all purposes in connection with the removal of the stored vehicle or boat.

8. The provisions of paragraph 7 of the rental agreement incorporation in paragraph 1 shall refer to and apply any personal or other property stored in the vehicle or boat.

9. Under no circumstances shall the stored vehicle or boat be rendered incapable of removal from the facility under its own power, or by means of a property licensed trailer, cradle, or other means of transporting the vehicle or boat. Occupant shall not disable or otherwise alter the vehicle or boat in any manner preventing its removal by ordinary means from the facility.

10. In addition to the insurance obligation set forth in paragraph 12 of the rental agreement incorporated by reference herein, Occupant shall also at all times maintain all required liability insurance coverage required by California law on the vehicle or boat, and shall provide Owner with a copy or ID card evidencing such insurance coverage as required by law.

### PLEASE NOTE - WE DO NOT BILL.

This Agreement is executed on \_\_\_\_\_

By: \_\_\_\_\_  
Owner / Manager

By: \_\_\_\_\_  
Occupant

### MAKE CHECKS PAYABLE TO:

Capell Valley Boat & R.V. Storage  
1243 Los Robles Ct.  
Vacaville, CA 95687  
(707) 455-0174 707-321-3402

~~707-455-0174~~ ~~707-253-0305~~ ~~(added)~~

Received: \_\_\_\_\_ Payment rules \_\_\_\_\_ Rules & Regulations \_\_\_\_\_

Owner's Initials: \_\_\_\_\_

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Occupant's Initials: \_\_\_\_\_