



559-592-5656
Exeter, CA

Brickyard Storage LLC DBA

Physical Address: 1130 N Belmont Rd,
Exeter, CA 93221

Mailing Address: 799 W Marinette,
Exeter, CA 93221

This Rental Agreement between Brickyard Storage, LLC DBA B.R. Storage Bins (the "Lessor") and the person or entity named herein (the "Lessee") is to outline the responsibility of both parties for the purpose of leasing or renting of self-contained portable storage containers for the transportation and storage of commercial, household goods and personal effects.

1) DESCRIPTION OF CONTAINER: Lessor leases to Lessee and Lessee leases from Lessor the Container(s) identified in the invoice or invoices (the "Invoices") delivered to the Lessee pursuant to this Rental Agreement (the "Container(s)"). Lessee has the option to store the Container(s) with Lessor at the Lessor's facility (the "Facility") or have the Container(s) remain at Lessee's location described in the Invoices. Lessee hereby authorizes Lessor to enter upon the property designated on the Invoice(s) for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, provincial or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights.

2) SELECTION OF CONTAINERS AND EXCLUSIONS: Lessee acknowledges that Lessee has satisfied itself as to the suitability of the Container(s) and that Lessor is not a manufacturer or an agent thereof, and there are no agreements, representations, warranties or conditions, oral or written, express or implied, legal statutory, customary, collateral, or otherwise given or made by Lessor with respect to or in connection with the Container(s) or this Rental Agreement and the same are hereby expressly excluded. Lessee acknowledges that the Container(s) has been inspected by the Lessee and is being accepted on as "as is" basis. The Lessee takes full responsibility for the suitability of the Container(s). Lessee renounces the right to any claim or defense as against Lessor predicated on the sufficiency, quality, condition or state of repair of the Container(s), including, without limitation, any claims or defenses predicated on the failure of the Container(s) to perform the function for which it was intended. Lessee agrees that the occurrence of any such matters shall be deemed not to be a breach of this Rental Agreement by Lessor.

3) TITLE: Lessee acknowledges that ownership and title to the Container(s) shall, throughout the term of this Rental Agreement, remain vested in Lessor and the Lessee shall have no right of property therein.

4) PRECIOUS OR IRREPLACEABLE PROPERTY: Lessee agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Lessee and records or receipts relating to the stored goods and Lessor shall not be liable for any damage to or loss of any such items.

5) TERM AND TERMINATION: The term of this Rental Agreement consists of a one-month period (regardless of the number of days in the month) unless otherwise set forth. The Lessee shall pay the rental fees specified in the Invoice(s) as well as all transportation charges relating to the delivery and pick up of the Container(s), all of which shall be as set out in the Invoice(s). All rent is due on the 1st day of each one-month period. Payment of partial rent or late fees will not be accepted. In the event the Lessee fails to pay rent when due, late charges may be applied to Lessee's account, access to the Container(s) may be suspended until any outstanding charges are paid in full, and a lien may be applied in accordance with Business & Professions Code Section 21700 et seq. (the California Self-Service Storage Facility Act). Upon written notice the Lessor may adjust rental fees. Lessor may terminate this Agreement for any or no reason effective immediately upon written notice to Lessee. Lessee may terminate this Agreement at any time giving notice to Lessor and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, Lessee shall only be entitled to terminate this Agreement provided there are no outstanding amounts owing to Lessor and Lessee is not in default under this Agreement.

Notwithstanding any provision to the contrary in this Agreement, no monthly rent shall be prorated or refunded if the termination occurs prior to the end of a full rental month.

6) PACKING, PACKAGING AND WEIGHT RESTRICTIONS: Lessee acknowledges and assumes full responsibility and liability for packing Lessee's property in the Container(s) and for securing Lessee's property for over the road transportation; that the maximum weight of Tenant's property shall not exceed 7500 pounds in a 16' container and 9,000 in a 20' container.

7) USE OF CONTAINER AND COMPLIANCE WITH LAW: Lessee shall not store any food or perishable goods, Hazardous Materials flammable materials, fuel, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Lessee shall not store any personal property in the Container(s) which would result in the violation of any applicable local, provincial or federal law or regulation, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. All reasonable expenses incurred in connection with any investigation of site conditions, or any clean up, removal or restoration work required by any applicable local, provincial or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Lessee as additional rent and shall be due upon demand by the Lessor. Lessee specifically acknowledges and agrees that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED.

8) INSURANCE: ALL PROPERTY IS STORED BY LESSEE AT LESSEE'S SOLE RISK, AND ALL PROPERTY AND CONTENTS INSURANCE IS LESSEE'S SOLE RESPONSIBILITY. Lessee personally assumes all risk of loss or damage to or theft of Lessee's property however caused including without limitation, due to burglary, occurring during transport or while in storage, mysterious disappearance, fire, water, rodent, damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin and all risk of loss or damage to property of Lessor arising directly or indirectly in any way from any matter or thing placed in a Container(s) by Lessee. Lessee agrees that Lessor does not list, review or inspect the contents of the Container(s), nor has interest in or concern with the value, quality or type of goods stored in the Container(s) pursuant to this Rental Agreement. Lessor's and Lessor's agents, affiliates, authorized representatives and employees will not be responsible or have responsibility for loss, liability, claim, expense, damage to property or injury to persons or property, that could have been insured against including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, affiliates, authorized representatives and employees for the matters released herein. Lessee expressly agrees that the carrier of any insurance obtained by Lessee shall not subrogate any claim of Lessee against Lessor or Lessor's agents, affiliates, authorized representatives, or employees. Lessee acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its requirements. In no event shall the Lessor be liable for any other damages, direct or indirect, special or consequential, including, without limitation damages for lost profits, business interruption, loss of data or other economic loss arising out of Lessee's use of or inability to use the Container(s).

9) CONTAINER PROTECTION COVERAGE: It is Lessee's responsibility to adequately insure the property stored by Lessee. Lessee agrees to insure the actual full value of the stored against loss and damage.

10) LOSS AND DAMAGE: The Container(s) shall be at the sole risk of the Lessee. In the event the Container(s) shall become lost, stolen, destroyed or damaged beyond repair for any reason or in the event the Container(s) shall be confiscated, forfeited or seized by any person or by any duly constituted authority, Lessee will immediately replace the Container(s) by providing Lessor with title to a replacement Container(s) satisfactory to Lessor of equal value and free of any encumbrance. For such purpose, the fair value of the Container(s) shall be as determined by Lessor, acting reasonably.

11) RELATIONSHIP OF THE PARTIES; LIEN; WAIVER: It is the express understanding and agreement of the parties that no bailment or deposit of goods for safekeeping is intended or created hereunder. Further, the parties expressly understand and agree that it is the parties' intention that any laws including without limitation, warehouseman laws, or other laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement. Notwithstanding the foregoing, the parties agree that the Lessor is entitled to claim for a lien under the provisions

of the California Self-Service Storage Facility Act to satisfy payment of all charges that are fourteen (14) days late under this Rental Agreement. Lessee may identify an alternate person and/or address to whom lien and sale notices must be sent on the signature page of this Rental Agreement. Lessee acknowledges that the California Self-Service Storage Facility Act requires Lessor to disclose to Lessee, at least 72 hours prior to delivery to Lessee of an empty Container(s), this Agreement and the terms and conditions set forth in Section 21701.1(a)(5) of California's Business and Professions Code. Lessee acknowledges that Lessor provided Lessee a document with such terms and conditions and that Lessee fully understands and voluntarily waives Lessor's requirement to provide Lessee with this Agreement and such terms and conditions at least 72 hours prior to the delivery to you of an empty Container(s).

Please initial here _____

12) LIMITATION OF LIABILITY: Lessor and Lessor's agents and employees will have no responsibility to Lessee or to any other person for any loss, damage, claim, liability or injury or death from any cause, including, without limitation, Lessor's and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the loss is directly caused by Lessor's fraud, willful injury or willful violation of law. In no event shall the Lessor be liable for any direct or indirect, special or consequential damages, including, without limitation damages for lost profits, business interruption, loss of data or other economic loss arising out of Lessee's use of or inability to use the Container(s).

13) PLACEMENT OF CONTAINER: Lessee understands that placement area shall have adequate width, depth and height clearance and maneuvering space. Lessee's use and placement of the Container(s) may be subject to provincial, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules for which Lessee assumes full responsibility for any fines and/or penalties. Lessee authorizes Lessor to 1) Drive on Lessee's lawn or other non-paved area in order to place the Container(s) in the area designated by Lessee or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Lessee assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Lessee acknowledges that Lessor recommends against driving on Lessee's lawn or non-paved, and certain paved, areas.

14) RETURN OF CONTAINER: At the expiration of the term of the Rental Agreement or upon earlier termination of this Rental Agreement for any reason, Lessee shall deliver up possession of the Container(s) to Lessor at the Lessee's address specified in the Invoice(s). If Lessee fails to do so within five (5) days, Lessor shall have the right to enter upon the premises where the Container(s) may be and take possession of the Container(s) at Lessee's expense, with or without legal process. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal. If the Container(s), when returned to or recovered by Lessor, is not in good condition and repair, Lessor may make all repairs and replacements necessary to place the Container(s) in as good condition as it was at the Commencement Date, reasonable wear and tear alone excepted, and Lessee shall pay the cost of such repairs and replacements upon demand as additional rent.

15) RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER(S). Lessee grants Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in this section. In the event Lessee shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Lessee's obligations under this Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Lessee's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous materials or to enforce any of Lessor's rights.

16) DEFAULT. The following events shall be deemed to be events of default by Lessee under this Agreement: (a) Lessee fails to pay any installment of the rent due under this Agreement; (b) Lessee fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not cure such failure within ten (10) days after written notice thereof to Lessee; or (c) Lessee abandons the Container(s).

17) REMEDIES UPON EVENT OF DEFAULT. If an event of default shall occur, other than for nonpayment of rent, and so long as such default shall be continuing, Lessor may at any time thereafter at its election: (i) deny Lessee access to Lessee's property stored in the Container(s), (ii) immediately terminate this Agreement by giving notice to Lessee, (iii) enter upon Lessee's Premises and take possession of the Container(s) and Lessee's property stored in the Container(s), (iv) expel or remove Lessee from the Container(s), without being liable for prosecution or any claim of damages, (v) CHARGE LESSEE ALL EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY LESSEE, and/or (vi) pursue any other remedies provided for under this Agreement or at law or in equity. In the event that Lessor repossesses the Container(s), Lessee hereby waives claims for trespass and/or conversion and agrees that Lessee shall not hold Lessor liable for any damage or loss to Lessee's property or Lessee's Premises arising from said repossession. In the event of a default for nonpayment of rent, Lessor's remedies, including its lien rights, may be exercised pursuant to the California Self-Service Storage Facility Act, in addition to any other remedies available to Lessor at law or in equity.

Please initial here _____

18) INDEMNITY. Lessee shall indemnify, defend and hold harmless Lessor, its affiliates and agents, and each of their respective directors, officers, members, employees, agents and representatives (collectively, "Lessor's Agents") from and against any and all losses, liabilities, costs, expenses, attorneys' fees, fines, damages, claims, demands, causes of action and lawsuits of any kind whatsoever in any way arising from, or as a result of, or in connection with, Lessee's use of the Container(s) or Facility, including, without limitation, as a result of any of Lessee's breach of Lessee's obligations pursuant to this Agreement.

19) SEVERABILITY. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20) ENTIRE AGREEMENT. This Agreement, including all other documents specifically referenced in this Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Agreement may only be amended by a writing signed by both parties.

21) TIME OF ESSENCE, HEADINGS: Time is of the essence of this Rental Agreement. Insertion of headings in this Rental Agreement are for ease of reference only and do not constitute part of the Rental Agreement.

22) GOVERNING LAW: This Rental Agreement shall be governed by and construed in accordance with the laws of the State of California.

LESSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.

Signature: _____ Date: _____

Full Name:

Full Address:

Mobile Phone:

OPTIONAL ALTERNATE CONTACT FOR LIEN AND OTHER NOTICES:

Full Name:

Full Address:
