

ALL STAR RENTS RV, BOAT, VEHICLE or EQUIPMENT STORAGE RENTAL AGREEMENT ADDEDENDUM

Mail payment to:

All Star Rents, 2525 Clay Bank Rd., Fairfield, CA 94533

PRINT THE CONTRACT ADDENDUM, THEN COMPLETE THE LESSEE INFORMATION BELOW.

**CAREFULLY READ THE ENTIRE AGREEMENT THAT FOLLOWS THE LESSEE INFORMATION BEFORE SIGNING.
PLEASE INCLUDE COPY OF CURRENT REGISTRATION AND INSURANCE.**

SIGN THE COMPLETED AGREEMENT

ALL STAR RENTS CONTRACT# _____

LESSEE _____

ADDRESS _____

PHONE NUMBER _____

FAX OR EMAIL NUMBER TO RECEIVE INVOICE _____

DRIVER'S LICENSE# _____

YEAR, MAKE, LENGTH OF UNIT _____

VEHICLE LICENSE # _____

VEHICLE ID# _____

INSURANCE CARRIER & POLICY # _____

NEAREST CONTACT FOR EMERGENCY _____

PHONE & ADDRESS OF CONTACT FOR EMERGENCY _____

THIS RENTAL AGREEMENT EXECUTED IN THE CITY OF _____,
STATE OF CALIFORNIA ON

THIS _____ DAY OF _____ YEAR OF _____ BETWEEN _____
("LESSEE") AND ALL STAR RENTS ("LESSOR").IT IS AGREED BETWEEN THE PARTIES
(LESSOR & LESSEE) HERETO AS FOLLOWS:

1. LESSOR HEREBY LEASES TO LESSEE AND LESSEE RENTS FROM LESSOR, UPON THE TERMS & CONDITIONS HEREAFTER SET FORTH.

2. **THE TERM COMMENCES ON THE 1st DAY OF THE RENTAL CONTRACT** & WILL BE FOR A THIRTY (30) DAY WRITTEN NOTICE BY EITHER PARTY TO THE ADDRESSES IDENTIFIED HEREIN.

3. **RENT SHALL BE PAYABLE ON THE DAY OF THE MONTH RENTAL CONTRACT FIRST WRITTEN**, MONTHLY IN ADVANCE AT THE RATE SHOWN ON RENTAL CONTRACT. THERE WILL ONLY BE ELECTRONIC BILLINGS OR INVOICES SENT TO LESSEE. LESSOR & LESSEE AGREE THAT PARTIAL TENDERS OF RENT SHALL NOT BE ACCEPTABLE AS PAYMENT.

4. **LESSEE SHALL NOT MAKE OR SUFFER ANY ALTERATIONS TO THE PREMISES.** LESSEE ACCEPTS THE PREMISES AS IS AND IN GOOD ORDER AND LESSEE SHALL KEEP THE PREMISES IN SUCH GOOD SANITARY ORDER AND CONDITION. LESSEE SHALL SECURE THE UNIT STORED ON THE PREMISES WITH HIS OWN ADEQUATE LOCKING SYSTEM.

5. **NONLIABILITY OF LESSOR FOR DAMAGE OR LOSS.** THIS AGREEMENT IS MADE ON THE EXPRESS CONDITION AND COVENANT THAT LESSEE AGREES TO RELIEVE LESSOR AND IT'S PRINCIPALS AND AGENTS FROM ANY AND ALL LIABILITY FOR NEGLIGENCE CAUSING ANY LOSS, HARM, INJURY, DAMAGE TO THE LESSEE'S PROPERTY WHATSOEVER OR INJURY TO ANY PERSONS INCLUDING LESSEE WHILE IN, UPON, OUTSIDE THE PREMISES IDENTIFIED IN PARAGRAPH 1, OR IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OF THE PREMISES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSIONS THEREOF OR ANY OCCUPANCY HEREUNDER. LESSEE AGREES NOT TO SUE OR MAKE ANY CLAIM AGAINST AND RELEASES LESSOR AND ITS PRINCIPALS AND AGENTS. LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES OR INJURY OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DEATH RESULTING THEREFROM) TO ALL PERSONS, WHETHER AGENTS OF LESSEE OR OTHERWISE, AND TO ALL PROPERTY CAUSED BY, RESULTING FROM, ARISING OUT OF OR OCCURRING IN CONNECTION WITH LESSEE'S USE OF THE PREMISES. LESSEE SHALL INDEMNIFY AND HOLD LESSOR, ITS AGENTS, SERVANTS HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST, AWARD, FINE, JUDGEMENT OR EXPENSE INCLUDING REASONABLE ATTORNEY FEES AND LEGAL EXPENSES, WITH RESPECT TO OR ARISING OUT OF USE OF THE PREMISES OR IN ANY WAY CONNECTED WITH THE PREMISES. SHOULD ANY CLAIMS FOR DAMAGES OR INJURY (INCLUDING DEATH) BE MADE OR ASSERTED, LESSEE AGREES TO AND DOES HEREBY ASSUME ON BEHALF OF LESSOR ITS OFFICERS, AGENTS, THE DEFENSE OF ANY ACTION AT LAW OR EQUITY WHICH MAY BE BROUGHT AGAINST LESSOR, ITS OFFICERS, OR AGENTS UPON OR BY REASON OF SUCH CLAIMS AND TO PAY ON BEHALF OF LESSOR ITS PRINCIPALS, AGENTS, UPON ITS DEMAND, THE AMOUNT OF ANY JUDGEMENT THAT MAY BE ENTERED AGAINST LESSOR, ITS PRINCIPALS, OR AGENTS. LESSEE ACKNOWLEDGES NO ONE IS PRESENT ON SITE OF THE PREMISES AND LESSEE ASSUMES ANY & ALL RISKS.

6. **INSURANCE OBLIGATION OF LESSEE.** LESSEE SHALL AT HIS OWN EXPENSE OBTAIN AND MAINTAIN CURRENT INSURANCE TO THE EXTENT OF AT LEAST 100% OF THE ACTUAL CASH VALUE OF THE GOODS ON THE PROPERTY STORED ON THE PREMISES COVERING LOSS AND/OR DAMAGE CAUSED BY FIRE, WATER, THEFT, VANDALISM, OR ANY OTHER RISK OF ANY KIND OR NATURE. LESSEE AGREES TO SEEK REIMBURSEMENT FOR DAMAGES TO SAID PROPERTY SOLELY FROM THE PROCEEDS OF SUCH INSURANCE, AND LESSOR AND ITS PRINCIPALS AND AGENTS SHALL NOT BE RESPONSIBLE FOR ANY THEFT, VANDALISM OF ANY SUCH PROPERTY, OR DAMAGE THERETO CAUSED BY FIRE, WATER THEFT OR ANY OTHER RISK. LESSEE ACKNOWLEDGES THE POSSIBILITY OF ANY SUCH LOSS INCLUDING FIRE, THEFT, VANDALISM AND HEREBY AGREES ANY SUCH LOSS SHALL NOT BE CONSIDERED AN EXTRAORDINARY EMERGENCY. LESSEE FURTHER AGREES TO OBTAIN A WAIVER OF ANY AND ALL INSURANCE COMPANIES RIGHT OF SUBROGATION AGAINST LESSOR AND ITS AGENTS RELATED TO THE COVERAGE OF SUCH INSURANCES. LESSEE EXPRESSLY UNDERSTANDS LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO OR OF LESSEE'S PROPERTY STORED. TO THE EXTENT LESSEE FAILS TO OBTAIN OR MAINTAIN INSURANCE HE WILL BE DEEMED SELF-INSURED AND TO HAVE ASSUMED THE RISK OF LOSS OR DAMAGE.

7. THIS AGREEMENT IS FOR RENTAL OF SPACE ONLY AND NO BAILMENT IS CREATED. LESSOR IS SIMPLY RENTING SPACE TO LESSEE.

8. **IN CASE OF DEFAULT** IN PAYMENT OF RENT BY LESSEE OR ANY OTHER COVENANT OF LESSEE, LESSOR IS AUTHORIZED TO SEIZE AND TAKE POSSESSION OF SAID PROPERTY, TO STORE AT THE EXPENSE OF LESSEE OR TO SELL SAME AT PUBLIC OR PRIVATE SALE UPON SUCH NOTICE AS REQUIRED BY LAW, AND IN THE EVENT OF SALE, TO APPLY SUCH PORTION OF THE PROCEEDS THEREFROM AS PAYMENT OF RENT OR OTHER INDEBTEDNESS HEREUNDER TO LESSOR AS IS NECESSARY TO PAY SAME.

9. **LESSEE SHALL NOT ASSIGN, LEASE OR SUBLEASE THE PREMISES** OR ANY PORTIONS THEREOF WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR.

10. **LESSEE SHALL NOT COMMIT NOR SUFFER TO BE COMMITTED ANY WASTE UPON THE PREMISES,** OR ANY NUISANCES OR OTHER ACT OR THING WHICH MAY DISTURB THE QUIET PEACE OF PREMISES.

11. **USE: LESSEE SHALL NOT USE THE PREMISES FOR ANY REPAIRS OR WORK ON STORED ITEMS OR ANY UNLAWFUL PURPOSES.** THE STORAGE OF ANY INFLAMMABLE (PROPANE TO BE TURNED OFF AT TANK) OR EXPLOSIVE OR DANGEROUS MATERIAL OR ILLEGAL DRUG OR PROPERTY NOT WHOLLY OWNED OR LEGALLY POSSESSED BY LESSEE IS PROHIBITED.

12. **LESSOR'S RIGHT IS EXERCISED FOLLOWING THE ABANDONMENT OF THE PREMISES BY LESSEE.** THE LESSOR MAY CONSIDER ANY PERSONAL PROPERTY BELONGING TO LESSEE AND LEFT ON THE PREMISES TO ALSO HAVE BEEN ABANDONED, IN WHICH CASE LESSOR MAY DISPOSE OF ALL SUCH PROPERTY, ACCORDING TO CALIFORNIA CIVIL CODE SECTIONS 1890 ET SEQ; INCLUDING THE SALE, STORAGE, OR OTHER DISPOSITION HEREOF, IN WHICH EVENT LESSEE HEREBY RELEASES LESSOR OF ANY LIABILITY WHATSOEVER.

13. **IN THE EVENT OF BREACH OR DEFAULT OF LESSEE** OF ANY OF THE COVENANTS, CONDITIONS, OR TERMS OF THIS AGREEMENT, LESSOR SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON FIVE (5) WRITTEN DAYS NOTICE TO LESSEE AT THE ADDRESS OF LESSEE IDENTIFIED HEREIN.

14. **IN THE EVENT ANY ACTION SHALL BE INSTITUTED IN ANY COURT TO ENFORCE ANY COVENANT HEREIN OR TO RECOVER RENT DUE OR TO RECOVER POSSESSION OF THE PREMISES FOR ANY DEFAULT OR BREACH OF THIS AGREEMENT,** THE PREVAILING PARTY SHALL BE ENTITLED TO THEIR REASONABLE ATTORNEY FEES INCURRED.

15. **A SERVICE CHARGE OF \$25 PER MONTH SHALL BE CHARGED ON ALL ACCOUNTS DELINQUENT** FOR FIVE (5) DAYS OR MORE.

16. ANY PROVISION OF THIS AGREEMENT DETERMINED TO BE INVALID BY A COURT OF COMPETENT JURISDICTION SHALL IN NO WAY AFFECT ANY OTHER PROVISION HEREIN.

17. **ALL OF THE PROVISIONS HEREOF SHALL APPLY TO,** BIND, AND BE OBLIGATORY UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES AND SUCCESSORS OF THE PARTIES HERETO.

18. **THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES,** THERE ARE NO OTHER PROMISES EXCEPT AS STATED HEREIN AND LESSEE HEREBY AGREES NOT TO RELY ON ANY ORAL PROMISES OF LESSOR OR LESSOR'S AGENTS UNLESS AND EXCEPT IF STATED IN THIS WRITING. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING SIGNED BY BOTH PARTIES.

19. CUSTOMER AGREES THAT PROPER JURISDICTION AND VENUE FOR ANY COURT ACTION OR ARBITRATION HEARING SHALL BE IN SOLANO COUNTY, CALIFORNIA. THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND NATURE OF THIS AGREEMENT.

LESSEE SIGNATURE _____ DATE _____