



# CONTRACT

Dunes Edge Storage  
70 Hollyleaf  
Aliso Viejo, CA 92656

## Owner and Occupant hereby agree as follows:

### RULES

1. All customers will be issued electronic key cards (\$10 fee). These cards must be used to open the entrance gate.
2. No washing of RVs or trailers. You may flush your holding tanks for up to 1 minute.
3. Only current Dunes Edge Storage customers are allowed on the property.
4. Our billing address is Dunes Edge Storage, 70 Hollyleaf, Aliso Viejo CA 92656.
5. Speed limit is 10mph MAX.
6. Dogs must be on a leash and you must pick up after your dog.
7. Please remove all of your trash.
8. Be sure to back at least 1/3 of the way over the rear line. This makes the roads wider and leaves more room for your neighbors to maneuver.
9. Please remember to always turn off your propane and batteries prior to leaving.
10. If you have any questions, comments, suggestions and etc, please let us know.

### Section 1 License of Premises

Owner licenses to Occupant and Occupant licenses from Owner an RV storage spot (the "Premises") located at 2496 East Hwy 78 in Brawley (the "Facility").

### Section 2 Term

This agreement shall commence as of the start dated listed in the email that was sent to Occupant stipulating the spot # and rate and shall continue on a month-to-month basis until the occupant cancels the agreement via an email, written correspondence or a phone call to the owner at least 7 days prior to the cancellation date. Please note that this Contract is in effect and monthly fees will be assessed until canceled by the occupant by sending an email to [kyle@dunesedgestorage.com](mailto:kyle@dunesedgestorage.com)

### Section 3 Rent

Occupant shall pay Owner monthly fees based on the rates listed on the website at [www.dunesedgestorage.com](http://www.dunesedgestorage.com). Occupant shall pay owner on a monthly basis with rent being due on the first day of each month. Monthly rent shall be payable without prior notice, demand, or billing statement by mail to the following address: **70 Hollyleaf, Aliso Viejo CA 92656**

Occupant shall pay Owner fees based on the rates listed on the website at [www.dunesedgestorage.com](http://www.dunesedgestorage.com) for dumping their gray and black water tanks at the (4) dump stations located on the left side of the large metal building.

Owner may adjust the monthly rent as established in this Agreement effective the date listed on the website. Any such adjustments in the monthly rent shall not affect the other terms of the Agreement, and such other terms shall continue in full force and effect. The monthly rent is based on a 2 week term, ie: if monthly rent is \$100 then the first week is \$50 and the second week is \$50. For terms less than 2 months the monthly rate is 50% greater than the published rates.

### Section 4 Fees, Deposits and Rules

1. All rent shall be paid in advance on the first day of the month. In the event Occupant shall fail to pay the rent by the 15th day of the month, Occupant shall pay, in addition to any other amounts due, a late charge of \$20.
2. If Occupant is delinquent in the payment of rent or other charges due under this Agreement for more than (60) days, Occupant shall pay a collection charge of \$500 for Owner's costs in processing the delinquent account, including lien sale costs (whether or not a lien sale occurs), third party collection costs and small claims court costs. Additionally, if an account is past due by (30) days the storage rate becomes \$25/day.
3. Occupant agrees to pay Owner as additional rent a fee of \$25 for each returned check.
4. The fee is \$50 if lack of payment requires owner to lock up or relocate an Occupant's RV in addition to any other lien charges.
5. Occupant will be fined \$250 for dumping their holding tanks (black or gray) without the use of a sewer hose and their storage space will be terminated.
6. The Maximum SPEED LIMIT IS 10 MPH. Failure to comply will result in termination of Occupant storage space.
7. If Occupant parks in the wrong spot a fee of \$20 per occurrence will apply.
8. There is a 5% convenience charge for paying with a credit card (This is what we are charged by the processing company).
9. Unleashed dogs are not allowed on the property.

### Section 5 Use of Premises and Compliance with Law

Occupant shall store on the Premises a trailer or a motor home with a trailer only per rented space. Upon removal of primary recreational vehicle for use, Occupant may store one personal vehicle while in absentia. Occupant 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, and 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 on the Premises or the Facility. Occupant shall comply with all laws, rules, regulations, and ordinances of any and all governmental authorities concerning the Premises and its use. Except for gasoline, motor oil and other lubricants that are stored or reserved in the engine of said RV or tank(s) installed in the RV, Occupant shall not permit any Hazardous Materials to be stored on the Premises.

#### **Section 6 Insurance**

ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT OWNER DOES NOT INSURE OCCUPANT'S PERSONAL PROPERTY. Occupant, at Occupant's sole expense, shall maintain a policy or policies of insurance covering collision, personal injury, fire, burglary, vandalism and malicious mischief. The policy or policies shall cover the actual cash value of stored property. Insurance on Occupant's stored property is a material condition of this Agreement, and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is an election to self insure for the full value of all property stored, and Occupant assumes all risk of loss of stored property as set forth above. Owner and Owner's agents, affiliates, authorized representatives, and employees (collectively "Owner's Agents") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense, damage to personal property, or injury to persons ("Loss"), including, without limitation, any Loss arising from the active or passive acts, omission, or negligence of Owner or Owner's Agents (the "Released Claims"). Occupant waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subjugated to any claim of Occupant against Owner or Owner's Agents.

#### **Section 7 Release; Indemnity**

1. Occupant hereby releases Owner and Owner's Agents from any and all loss, liability, claim, expense, or damage to any property 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, insects, acts of God, or the active or passive acts, omissions or negligence, of Owner or Owner's Agents, unless the loss, liability, claim, expense, or damage is caused directly by Owner's fraud, willful injurious actions, or willful violation of law.
2. Occupant further releases Owner and Owner's Agents for any injury or death suffered by any person occurring in or about the Premises or the Facility.
3. 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 and Facility.

#### **Section 8 Owner's Lien; Termination and Foreclosure of Lien**

Occupant acknowledges and understands that pursuant to the California Self-Service Storage Facility Act, Occupant's property stored in the Premises shall be subject to a lien in favor of Owner for all rents and other charges payable under this Agreement if such rent or other charges remain unpaid for 30 consecutive days or more after the due date. Subject to Owner's rights, any personal property of Occupant remaining in or on the Premises or at the

Facility after the expiration or termination of this Agreement shall be considered abandoned at the option of the Owner, and if abandoned, Owner may sell, destroy or otherwise dispose of Occupant's personal property in order to satisfy Owner's lien on that property.

#### **Section 9 No Warranties**

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 and agrees that this Agreement does not create any contractual duty for Owner to increase or maintain such safety or security.

#### **Section 10 Termination and Default**

Owner may terminate this Agreement at the expiration of any term for any reason by giving written notice to Occupant by email or mail not less than seven days before expiration of the term. Further, this Agreement may, at the option of Owner, be terminated upon any default by Occupant under the terms of this Agreement.

#### **Section 11 Notification of Change of Address**

In the event Occupant shall change Occupant's place of residence, Occupant shall give Owner written notice by email or mail of any such change within 30 days of change.

#### **Section 12 Assignment**

Occupant shall not assign or sublease the Premises or the Agreement.

#### **Section 13 Governing Law and Venue**

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.