

WESTPOINT HARBOR

SELF STORAGE RENTAL AGREEMENT

This is a self-service Storage Agreement as provided for under the California Self-Service Storage Facility Act (Business & Professions Code Sections 21,700 et seq.). The rental space is located at 101 Westpoint Harbor Drive, Redwood City, CA 94063 which is owned and operated by Westpoint Harbor LLC.

I. OCCUPANT

Name _____

Home address _____

City _____ State _____ Zip Code _____

Home telephone _____ Cell _____

Email _____

Driver's License #/State of Issuance _____

II. ALTERNATIVE CONTACT INFORMATION

Name _____

Address _____

City/State/Zip _____

Alternative Phone# _____

III. **TERM** Month-to-month commencing _____

IV. **LOCKER #** _____

V. **MONTHLY FEE** _____

VI. **TERMS:**

Occupant and Westpoint Harbor hereby agree:

1. Storage Lockers are an amenity provided for members who berth boats in wet slips at Westpoint Harbor. This is a requisite condition for the rental of a storage unit. If a member vacates their slip at Westpoint Harbor, they must, within 30 days, vacate the storage unit. This condition is pursuant to Section 21713 of the Business and Professions Code. Failure to vacate the storage unit within 30 days will result in an increase of the cost of the storage unit by the amount previously paid for the wet slip plus the rental cost of the storage unit.

Initials _____

2. Members are limited to one locker. However, members may move from a 10' locker to a 20' locker or vice versa.
3. Westpoint Harbor agrees to provide access to the storage locker identified above for use of the storage of personal property.
4. Occupant may not store flammable liquids or other hazardous materials in the storage container.
5. Occupant agrees to notify Westpoint Harbor in the event of any change in address, phone, or email contact information.
6. Access to storage containers may be restricted to normal business hours at the discretion of Westpoint Harbor.
7. Occupant agrees to pay the storage fee identified above, in advance by the first day of each month. All slip fees not paid by the tenth day of the same month shall be deemed delinquent. The delinquent fee is \$20.00.
8. Fees paid by means of a returned check shall not constitute timely payment, and Owner agrees to pay a \$20.00 fee for returned checks. Late fees will be charged until all fees are paid, and repeated late fees or returned checks may result in default or termination.

- 9. Occupant understands that Westpoint Harbor has a lien on all personal property located in the storage unit for rent, late payment of fees or other charges, present or future, incurred pursuant to this rental agreement, and for expenses necessary for the storage, sale or disposal of personal property.

If any part of the rent or other charges is unpaid for fourteen (14) consecutive days, Westpoint Harbor may terminate the right of the occupant to use of the storage space by sending a notice to the last known address. If the occupant does not pay the full amount by the date specified in the preliminary lien notice, Westpoint Harbor's lien attaches to the personal property. At that time, Westpoint Harbor may enter the space and deny the occupant access to it. Occupant understands that as long as Westpoint Harbor meets all legal requirements that it may sell all of the personal property to satisfy the debt. Please review Business & Professions Code Section 21705.

- 10. Once a lien attaches, Westpoint Harbor assumes no liability whatsoever for any loss or damage, regardless of the cause thereof, to the personal property stored at Westpoint Harbor.
- 11. Occupant shall maintain insurance covering any loss to occupant's possessions.
- 12. Westpoint Harbor will be held harmless in the event of any natural disaster.
- 13. Westpoint Harbor may change the rental fee at the end of any calendar month by notifying the Occupant in writing at least thirty days in advance of the effective date of the change.

Each signatory to this Agreement represents and warrants that he or she is fully authorized to execute this Agreement, either for himself or herself, or on behalf of his or her principle.

Westpoint Harbor

**Occupant or Occupant's
Authorized Agent**

By _____

By _____

Title: _____

Title: _____

Date _____

Date _____