

PRIVATE CAR STORAGE

80 N. Hill Avenue, Pasadena, CA 91106
www.privatecarstorage.com

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Private Car Storage Lease Agreement

(First Name) (Last Name) (Cell Number)

(Address) (City, State) (Zip code) (Unit #)

(Home Phone #) (Insurance Company) (Policy #)

(Email Address)

(Make) (Model) (Year) (Color)

(License Plate #) (VIN#)

(Credit Card #) (Exp. Date) (CVC)

(Billing Address of C. C.) (Address/Unit #) (City) (Zip code)

I authorize Private Car Storage LLC to charge my credit card on a monthly basis for storage related services.

(Signature) (Date)

I acknowledge that I have read the Terms & Conditions printed on reverse _____ Lessee's Initials

This lease dated _____ is made by and between Private Car Storage LLC, a California Corporation ("Lessor") and ("Lessee")
_____ collectively the parties or individually a "Party".

Indoor Outdoor

RENT: \$ _____ PER INDIVIDUAL PARKING SPACE PAYABLE ON THE FIRST DAY OF STORAGE
COMMENCING ON POSSESSION OF SAID SPACE. Car Cover Tender Exercise (\$25/Month)

THE FOLLOWING INDIVIDUAL(S) HAVE LEGAL PERMISSION TO HAVE ACCESS AND POSSESSION OF MY
VEHICLE:

(First Name) (Last Name) (Relationship) (Phone #)

(First Name) (Last Name) (Relationship) (Phone #)

(Lessee's Initials)

REV. 02/2018

Terms and Conditions

1. **PREMISES:** Vehicle storage spaces provided by Lessor under the terms of this Lease at various locations in the discretion of Lessor.
 - 1.1 **TERM:** Rental of individual and/or multiple parking spaces shall be month to month with 30 (thirty) day termination, or as provided hereunder.
 - 1.2 **POSSESSION:** Upon execution of Lease and deposit of first month rent and last month rent as provided herein below.
 - 1.3 **AGREED USE:** Parking/Storage of automobiles only. Lessee shall not perform any auto repairs or cleaning and detailing of vehicles without the written consent of Lessor. Cleaning and detailing of automobiles shall be done by services exclusively authorized by Lessor.

Lessor may, at its discretion, arrange for services on behalf of Lessee for items such as, but not limited to, cleaning, detailing, towing flat bed pick-up/delivery, etc. Lessor assumes no liability or responsibility for these services. Any and all disputes arising as a result of these services shall be settled directly between Lessee and the service provider. All fees/costs of services are the responsibility of Lessee.

Automobile owner/Lessee shall maintain cars in good working order at all times. If in the judgment of management, a vehicle requires immediate repair or attention to address operating status, oil/fuel/fluid leaks, or any hazardous condition, management may effect repair at owner's expense without prior notification. Automobile owner/Lessee shall be liable for related expenses.

2. **INDEMNIFICATION:** Lessee agrees to indemnify, defend, and hold harmless Lessor and any and all parties Lessor has agreed to hold harmless per the terms of any lease agreement between Lessor and any third parties (including their agents etc.) (including their officers, directors, principals, assigned, successors, affiliates, agents and employees) from and against all liability, loss, damage, claim or expense (including reasonable attorney's fees and court costs) incurred by Lessee in connection with any claim, demand, or suit for damages, injunction of other relief to the extent it is caused by or as a result from negligence, gross negligence, or intentional misconduct of any of the parties hereto.

In the event that a claim arises under this section, the party seeking indemnification agrees to provide the party in which the indemnification is sought with sufficient notice of any claims, to inform the party from which indemnification is sought with any subsequent written communication regarding the claims, and to fully cooperate with the party from which indemnification is sought in defense of the claim. Lessee agrees to seek compensation for any losses arising during this lease ONLY from their insurance they maintain per paragraph 4 below and acknowledge THIS IS THEIR SOLE REMEDY FOR LOSS OR DAMAGE TO THEIR VEHICLE.

3. **WARRANTIES:** Neither party makes any warranties, either expressed or implied, to the other party except as expressly set forth in this agreement.

Without limiting the foregoing, no warranties of fitness for a particular purpose and no warranties arising from trade, customs, or usage has been made by Lessor to Lessee. (Lessee) warrants that Lessee is the owner of the vehicle - to be stored at Lessor's premises and has the right to possession of said vehicle.

4. **INSURANCE:** Lessee agrees to maintain adequate insurance coverage to cover the value of Lessee's vehicles stored or parked at Lessor's property. Lessee's insurance policy shall be endorsed with a "Waiver of Subrogation" and/or a "Waiver of Transfer of Right Against Others" endorsement. Lessee shall provide Lessor with copies of insurance policies maintained for Lessee's vehicle. The failure to maintain and provide proof of insurance coverage shall be grounds for termination of this Lease.

Lessee agrees and acknowledges that Lessee's insurance for Lessee's vehicle shall be primary.

5. **DESTRUCTION OF PREMISES OR DESTRUCTION OF MASTER LEASE:** If the subject premises is destroyed and/or Lessor's Master Lease is terminated this lease shall terminate 30 days following such destruction or loss of Lease.

6. **ASSIGNMENT & SUBLETTING:** Lessee shall not voluntarily or by operation of law assign, transfer, or sublet any part of Lessee's interest in this lease or in the premises without Lessor's prior written consent.

7. **DEFAULT BREACH AND REMEDIES:** In the event of a default or breach by Lessee of the terms of this Agreement, Lessee hereby acknowledges that Lessor shall have a Garageman's lien against Lessee vehicle until such time as Lessee's cures the default or breach. The lien created herein shall be in addition to any additional remedies Lessor may have.

8. **WAIVERS:** No waiver by Lessor of the Default or Breach of any term covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof or of any subsequent Default or Breach by Lessee of the same or of any other term covenant of condition hereof.

9. **FIRST AND LAST:** Lessee shall deposit with Lessor upon execution herein as for Security for Lessee's faithful performance of its obligations under this Lease in an amount equal to two months lease payment which shall serve and first and last month rental payment.

10. **ATTORNEY FEES:** Shall either party bring an action to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees and costs of suit.

11. **WAIVER OF JURY TRIAL:** The parties hereby waive their respective rights to trial by jury in any action or proceedings involving the property or arising out of the Agreement.

12. MISCELLANEOUS:

Business Hours to be conducted by appointment only, typically between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and 9:00 a.m. to 4:00 p.m. on Sundays or by prior arrangement. Lessee acknowledges that Lessor will not maintain 24-hour manned service on premises. Lessee shall contact Lessor 12 hours prior to accessing vehicle storage.

Lessor reserves the right to move and/or operate Lessee's vehicles from time to time as may be necessary. Management shall have unrestricted access to Lessee's vehicles at all times and shall be provided by Lessor with a vehicle master key to maintained for exclusive use of Lessor.

Valid credit card on file shall be maintained by Lessee. A valid Visa or MasterCard shall be maintained on file at all times. Lessee authorizes Lessor to charge credit card for all fees and services related to this agreement as they may arise.

I HAVE FULLY READ AND UNDERSTAND COMPLETELY THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT.

NAMES: _____ SIGNATURE: _____ DATE: _____