

ROTARY CLUB OF HUNTINGTON BEACH
P.O. BOX 143
HUNTINGTON BEACH, CA 92647

10-290723 1032
DATE 9/14/17

Pay to the order of Polynesian Nest \$ 2,220.00
Two thousand two hundred twenty two and 00/100 DOLLARS

Signature: Theresa E. Helms

⑆00000⑆ 10322542982⑆ ⑆45004965⑆

#1032 9/25/17

\$2,220.00

GARG-OIL PRODUCTION LLC

262-7359

19061 Gothard Street

Huntington Beach California 92648

Phone: 714 596 1071 Fax: 714 596 1184

SELF STORAGE FACILITY RENTAL AGREEMENT

NOTICE: YOUR STORED PROPERTY MAY BE SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. THIS LIEN AND ITS ENFORCEMENT IS AUTHORIZED BY CHAPTER 10 (COMMENCING WITH SECTION 21700) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE.

1. LEASE INFORMATION:

A. Date of Lease: 05/10/11 B. Storage Space No: E-33 C. Approx. Unit Size: 2x20
 D. Access Code: [blacked out] E. Administration Fee: 147.00 F. Rental Rate Per Month: \$ 200.00 OR IF RENT 185 x 12 = 2220
 G. Occupant's Name(s): Robyne Wood / Robyne's Nest Phone: (714) 794-5149
 Address: 412 Olive Ave #164 City: HB State: CA Zip: 92648
 Employer: Robyne's Nest Phone: (714) 794-5149
 H. Social Security #: _____ Pager #: _____
 Fax #: _____ E-Mail: robyme@robynesnest.org

Emergency Contact **NO RENT REFUNDS.**

PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON IN ADDITION TO YOURSELF TO WHOM ANY PRELIMINARY LIEN NOTICE AND SUBSEQUENT NOTICES MAY BE SENT. IF NONE, WRITE NONE AND INITIAL.

Name: Kirby Wood Phone: (240) 988-0599
 Address: 412 Olive Ave #114 City: HB State: CA Zip: 92648

2. PARTIES AND DATE: This Lease Agreement ("Lease") is entered into in duplicate, as of the date set forth above by and between Garg-oil (Owner) and the individual(s) named above ("Occupant"), for the purpose of renting space for the storage of personal property, and with the express understanding and agreement that no bailment or deposit for safekeeping is intended thereby.

3. SPACE: Owner agrees to let, and Occupant agrees to rent those premises described as a storage space at Owner's facility at 19061 Gothard Street, Huntington Beach, California ("Storage Facility"), the number of which is set forth in Section 1.B above ("Space"), on the terms and conditions of this Lease.

4. TERM: The term of this Lease shall commence as of the date set forth in Section 1.A of this Lease, and shall continue on a month-to-month basis.

5. RENT: Rent shall be payable in advance at the rate set forth in Section 1.F, on or before the monthly anniversary date as set forth in Section 1.A. Rent shall be delinquent if not paid monthly by the day immediately following the anniversary date. Rent payment shall be made to Owner at the address set forth in this Lease, or to such other place as Owner may designate in writing. Rent payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition to taking possession, Occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this Lease. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Lease, and all other terms of this Lease shall remain in full force and effect. Owner is not required to issue monthly statements or bills.

6. ADDITIONAL RENTAL CHARGES: Late rental payments, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this lease. Rent is due on the rental anniversary date of each month, and is delinquent on the day immediately following the anniversary date. Late rental payments, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure and not contemplated by this lease. If rent is not received by Owner by the tenth day following the due date, if Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the Self-Service Storage Facilities Act, Occupant agrees to pay to Owner, as additional rent, administrative charges as follows:

| | | | |
|---|-----------------|---------------------------------------|-----------------|
| Late rent charge (if not paid within 10 days of due date) | of <u>25.00</u> | Dishonored check charge | of \$20.00; |
| Pre-lien service charge (if not paid within 14 days of due date) | of <u>20.00</u> | Advertising service charge | of \$50.00; |
| Lien Status service charge (if not paid within 30 days of due date) | of \$10.00; | Labor charges (hourly rate) | of \$30.00; and |
| Court filing fee | of \$25.00; | Inventory & Sale Fees (as documented) | |

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if rent remains unpaid for fourteen (14) days or longer. (California Business and Professions Code §§ 21700 et seq.) In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice to Occupant, that all future rent shall be paid by certified check, money order, cashier's check or cash.

Any other costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional rent, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion. Occupant agrees that if occupant is past due in making any/all payments, occupant's access hours will be limited to posted office hours.

→ By placing his/her initials here, [Signature] Occupant acknowledges that he/she has read, and understands and agrees to the terms of paragraph 6.

7. PERMITTED AND PROHIBITED USE OF SPACE: Occupant agrees to use Space only for the storage of property wholly owned by Occupant. Property is stored under the supervision and control of Occupant. Owner exercises neither care, custody, nor control over Occupant's stored property. Occupant specifically agrees that, with the exception of property prohibited by this agreement, Owner is not concerned with the kind, quality or value of the goods stored. Occupant agrees not to store property with a total value in excess of \$5,000.00 without prior written consent of Owner, which consent may be withheld in Owner's sole discretion and, if such written consent is not obtained, the total value of Occupant's property shall be deemed not to exceed \$5,000.00. The provisions of this paragraph do not alter the releases of Owner's liability set forth in Section 9, nor constitute any admission that Occupant's stored property has any value whatsoever. Occupant shall not store any motor vehicle in space without the prior written consent of Owner. Occupant shall not conduct any activity in or around nor store any property in the Space, which would result in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur. Occupant is strictly prohibited from storing or using materials on the premises which are classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity on-site which produces such materials. Occupant's obligations of indemnity as set forth in section 10 herein specifically includes any cost, expenses, fines or penalties imposed against the Owner, arising out of storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Occupant shall not use the premises for the storage of illegal substances, perishable or food items, explosives, paint, varnish, thinner, gasoline and/or other highly flammable materials. The rented premises shall not be used for operation for any business, for manufacturing or production or for human or animal occupancy. Pets shall not be brought on the premises or the surrounding property. Occupant shall not do or permit to be done any act which creates or may create a nuisance in connection with Occupant's use of the space.

Trash or other materials shall not be left in or near the Space. Occupant shall not make use of any electricity in the Space for refrigeration, heating, or any other purpose whatsoever.

OWNER DOES NOT PROVIDE INSURANCE COVERING OCCUPANT'S STORED PROPERTY, OCCUPANT'S LIABILITY, OR DAMAGE TO OTHERS' PROPERTY.