

RECREATIONAL VEHICLE STORAGE SPACE LEASE

(Month-to-Month)

THIS LEASE is executed in Fillmore, California, on this ____ day of _____, 20____, by and between **Highway 126, LLC**, a California LLC ("Lessor") and _____ ("Lessee").

IT IS AGREED between the parties as follows:

1. DESCRIPTION OF PREMISES. Lessor hereby leases to Lessee, and Lessee leases from Lessor on the terms and conditions hereafter set forth, the following described real property:

Parking Space Number(s): _____

Located at 249 E Telegraph Rd, Suite A, Fillmore, CA 93015, hereafter referred to as the "Premises."

2. LEASE TERM. This Lease commences on _____, 20____, or the date on which the Premises are ready for occupancy, whichever is later, and shall continue on a month-to-month basis until terminated as provided herein. Either party may terminate this Lease upon thirty (30) days prior written notice to the other party at the address beneath each party's signature below. Lessee shall continue to be responsible for paying monthly rent until the actual date of termination of this Lease.

3. RENT. The Monthly Rental Rate shall be \$_____ per month, payable as follows:

A. Upon execution of this Lease, Lessee shall pay one month's rent in advance, together with advance payment of an amount covering rent for the last month of the Lease Term, plus a one-time, non-refundable twenty-five dollar (\$25.00) administrative setup fee.

B. On the first day of the month next following the calendar month in which the Lease Term begins, Lessee shall pay the sum of \$_____, being the prorated amount necessary to bring rent payments up to date through the last day of the second calendar month of the Lease.

C. Beginning with the third calendar month of the Lease Term, rent shall be paid monthly in advance on the first day of each calendar month of the Lease Term.

D. Rent is considered paid only when actually received in the Rental Office or Lessor's designated mail box location. There will be no invoices or billing sent to Lessee. If Lessee has authorized Lessor to charge a credit card on file, Lessor may charge that card on each due date.

E. Rent is due on the first of the month. In the event of non-payment of rent within ten (10) days of the due date thereof, a late fee of twenty dollars (\$20.00) shall be charged and payable in respect of each delinquent rent payment. In the event a credit card charge is denied, Lessee shall pay Lessor an additional returned-payment charge of twenty-five dollars (\$25.00), in addition to the normal rent and any applicable late fee.

F. Lessor shall have the right to increase the rent amount due hereunder upon sixty (60) days advance written notice to Lessee.

4. SECURITY DEPOSIT. Upon execution of this Lease, Lessee shall pay to Lessor a security deposit of One Hundred Dollars (\$100.00) (the "Security Deposit") to be held by Lessor as security for the payment and performance by Lessee of its various obligations set forth in this Lease. This deposit may, at Lessor's option, be applied to satisfy any obligation of Lessee which may be in default, and the amount so applied shall immediately be reimbursed to Lessor by Lessee, without demand, so as to maintain the Lease. The acceptance of any security deposit or any other sum by Lessor shall not constitute any agreed liquidated damages, or a limitation of damages which may be sustained by Lessor as a result of any breach or default by Lessee under this Lease. Any unused portion of the Security Deposit will be returned to Lessee promptly after the termination of this Lease, without interest, provided the provisions of this Lease are satisfied.

5. HOURS OF ACCESS. Lessor shall have the right of ingress and egress to the Premises at any time during normal business hours as such may be established by Lessor from time to time. Lessee acknowledges that the Premises is a drop-off and pick-up storage facility only, and shall use best efforts to limit Lessee's time during each entry at the Premises to less than one hour. The right to access the facility is granted to Lessee via an individual electronic access code for as long as Lessee remains current with all monthly payments. If Lessee is more than five (5) days late with any monthly payment, the gate access code will automatically be deactivated and site access will be revoked. Lessee's gate access code will only be reactivated when all outstanding fees and any penalties have been paid in full.

6. USE OF ELECTRICITY. There shall be no electricity available to Lessee unless it is included in the contract.

7. ALTERATIONS. Lessee shall not make any alterations to or on the Premises without prior written consent of Lessor.

8. USE. The Premises are leased to the Lessee for the purpose of storage of Motor Homes, Trailers, Boats, Campers, Construction equipment and similar vehicles owned by Lessee, and for no other use. No merchandise, supplies or other materials shall be stored in or on the Premises unless it is contained within such vehicles and obscured from public view. This Lease shall be for the storage of uninhabited vehicles only. No person shall reside in or stay overnight in a stored vehicle. Lessee shall use the Premises at all times in compliance with the laws of the State of California.

9. INSURANCE; NON-LIABILITY OF LESSOR. This Lease is made on the express condition that Lessor is free from all liability and claim for damages by reason of injury of any kind to any persons, including Lessee, or property of any kind whatsoever and to whomever belonging, including Lessee, from any cause or causes whatsoever while in, upon, moving about, or in any way connected with the Premises during the term of this Lease, or any extension thereof, or any occupancy hereunder, except in respect of injuries directly caused by Lessor or Lessor's agent. Lessee hereby agrees to save Lessor harmless from, and defend Lessor against, any liability, loss, cost (including, without limitation,

attorneys' fees and costs) or obligations on account of or arising out of any such injuries or losses however occurring, except if directly caused by Lessor or Lessor's agent.

This Lease is made upon the further express condition that, and Lessee agrees that, Lessor's liability for damage occasioned by Lessor or Lessor's agent shall be limited to the sum of One Hundred Dollars (\$100.00).

Lessee shall secure and maintain fire, flood, extended coverage, theft and mysterious disappearance, and comprehensive liability insurance covering the full insurable value of the property stored on the Premises which exceeds \$100.00 in value, and any damage of any nature exceeding \$100.00 and containing a waiver of any subrogation rights of the insured against Lessor. Lessee shall provide Lessor with a Certificate of Insurance as a prior condition to moving any property on to the Premises. Every vehicle, vessel or trailer stored on the Premises must also have current registration and proof of insurance certificates on file with Lessor.

In no event shall Lessor be liable for any damage to any person or property from any breach of this Lease by or on behalf of Lessee or in respect of or in connection with any use of the Premises contrary to this Section 9 or Section 8 hereof.

10. RISK OF LOSS; NO WARRANTIES. Lessee expressly assumes, and shall bear, all risk of loss, theft, damage and destruction of any vehicle or other property while stored in or on the Premises. Lessee acknowledges that the Premises is in a region that is seasonally affected by high winds, fire, inclement weather, flooding, and earthquakes, and that the Premises may flood. Lessee expressly assumes all risk of loss or damage to the property stored on the Premises resulting from any such cause, and Lessee hereby releases Lessor from any and all responsibility for any loss, liability, claim, expense, or damage to any property while stored at or near the Premises.

LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, SECURITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES. LESSEE HEREBY LEASES THE PREMISES "AS IS," "WHERE IS," AND WITHOUT ANY REPRESENTATION OR WARRANTY BY LESSOR. Without limiting the foregoing, Lessor shall not be liable for any direct or consequential damage arising from the use of the Premises. Except as otherwise provided herein, Lessor shall not be responsible for any loss or damages to vehicles or property stored on or moving about the Premises. Security for said vehicles and property is the sole responsibility of Lessee.

11. INDEMNIFICATION. Lessee shall defend, indemnify and hold Lessor and each of Lessor's respective owners, members, managers, officers, directors, employees, representatives, and agents (collectively, the "Indemnified Parties") free and harmless from and against any and all loss, liability, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, whether incurred by or made against the Indemnified Parties, relating to, resulting from or in any way arising out of Lessee's storage, maintenance, use or disposition of any property and/or Lessee's lease or use of

the Premises (collectively, "Claims"). Lessee shall give Lessor and any other affected Indemnified Party prompt written notice of any Claim, and upon written notice by Lessor or any other Indemnified Party of the assertion of any Claim against any of them, Lessee shall be responsible for the defense thereof with attorneys acceptable to Lessor and any other affected Indemnified Party(ies). This paragraph shall survive the termination or expiration of this Lease.

12. ASSIGNMENT. Lessee shall not assign, sublease or transfer this Lease or sublet the Premises or any portion thereof or the right to store any item on the Premises without the prior written consent of Lessor. Lessor may assign this Lease and/or mortgage the Premises in whole or in part without notice to Lessee. Each such assignee or mortgagee shall have all of the rights, but none of the obligations, of Lessor under this Lease. Lessee shall not assert against any such assignee and/or mortgagee any defense, counterclaim or offset that Lessee may have against Lessor.

13. WASTE, QUIET CONDUCT, MAINTENANCE. Lessee shall not commit, or suffer to be committed, any waste upon the Premises or a nuisance or other act or thing which may disturb the quiet enjoyment of any occupant in any building or property adjacent to the Premises, nor shall Lessee use the Premises for any business, use or purpose, or in any manner, deemed by Lessor to be disreputable or hazardous. Lessee shall take good care of the Premises and shall make all repairs to the Premises necessitated or occasioned by the act or negligence of Lessee or any agent of Lessee or other person for whose acts Lessee is responsible. Lessee shall not perform or cause to be performed any work or maintenance on any vehicle while stored on the Premises.

14. COMPLIANCE WITH LAW. The storage of welding or flammable, explosive or other inherently dangerous materials is expressly prohibited. Lessee shall not store in the Premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Premises.

15. LESSOR'S RIGHT TO INSPECT AND REPAIR THE PREMISES. Lessee agrees that Lessor and Lessor's agents and other representatives, including police and fire departments and other governmental authorities, shall have the right to enter upon the Premises, or any part thereof, at all reasonable times for the purpose of examining the same, or making such repairs or alterations therein and taking such action as may be necessary for the safety and preservation thereof or to protect the property of Lessor or others, and to secure compliance with applicable law.

16. LESSOR'S RIGHT OF RE-ENTRY. Time is of the essence in the payment of each and every payment of rent herein agreed to be paid. If any rent shall be due and unpaid, or if any default shall occur in regard to the covenants herein contained, or if Lessee shall abandon the Premises, Lessor may re-enter the Premises and remove all property therefrom, in which event this Lease shall terminate, without prejudice to Lessor's rights to recover rent due and unpaid through the date of such re-entry, damages in respect to any default under this Lease, and such other amounts as may be recoverable pursuant to law. In the event of a breach of this Lease or abandonment of the Premises by Lessee prior

to expiration of this Lease, Lessor may, at its option, determine not to terminate the Lease, in which event the Lease shall continue in effect and Lessor may enforce all of its rights and remedies under the Lease until expiration of the Term or re-entry by Lessor, whichever shall occur first.

17. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute a default by Lessee ("Event of Default"), authorizing Lessor to terminate this Lease and exercise any and all remedies allowed under this Lease and under the law: (a) failure of Lessee to pay fully when due any rent payment or other amount due hereunder; (b) failure of Lessee to perform fully and timely any covenant, condition or obligation required to be performed by Lessee under this Lease or any other agreement with Lessor; or (c) failure of Lessee to observe any of the applicable Rules and Regulations attached as Appendix A.

18. REMEDIES; LIEN. If any part of the rent or any other costs or expenses due from Lessee under this Lease remains unpaid for fourteen (14) or more consecutive days after the first day of the month for which the rent is due, Lessor may, at Lessor's sole option, terminate this Lease and the right of Lessee to use and occupy the Premises by sending a Preliminary Lien Notice to Lessee, in the form provided by the California Self-Service Storage Facility Act, California Business & Professions Code §21700 et seq., specifying a date on which Lessee's right to use the Premises will terminate unless all sums due are paid by Lessee before the specified date. If Lessee thereafter fails to pay the full amount due by the date specified in the preliminary lien notice, Lessor shall have the right to deny Lessee further access to the Premises, remove any property found therein to another location, and enforce Lessor's lien against the property by sale of the property in the manner provided by law. Lessor reserves the right to reject any partial payment of rent from Lessee and to accept only payment of the full amount due. Lessor may impose a lien on the property and all other property Lessee has located on the Premises for all expenses incurred by Lessor for the storage, preservation, sale, or disposition of the property and all other property stored on the Premises. Further, if a Lessee falls more than sixty (60) days behind in rent, their RV, Boat, Trailer, Truck or other vehicle will be subject to a lien. Lessor's remedies as specified in this Lease shall be in addition to, and not in lieu of, any other legal or equitable relief to which Lessor would otherwise be entitled.

19. ABANDONMENT OF LESSEE'S PROPERTY. Any property which shall remain on the Premises after the expiration or termination of the Term shall be deemed to have been abandoned and either may be retained by Lessor as its property or disposed of in such manner as Lessor may see fit. If such property or any part thereof shall be sold, Lessor may receive and retain the proceeds of such sale and apply the same at its option, against the expenses of the sale, the cost of moving and storage, any arrears of rent or late charges payable hereunder and any damages to which Lessor may be entitled hereunder or pursuant to law.

20. TERMINATION. This Lease and the tenancy hereby granted may be terminated at any time by either party giving to the other party not less than thirty (30) days prior written notice thereof.

21. HOLDING OVER. Any use by Lessee of the Premises beyond the term of this Lease shall, at the option of Lessor, be deemed an extension of the original Lease term on a month-to-month basis, and all

obligations of Lessee shall continue during such holding over. During any such holding over, Lessor may terminate this Lease and take possession of the Premises upon demand after three (3) calendar days' prior written notice to Lessee.

22. NO PROPERTY RIGHTS. Lessee acknowledges and agrees that Lessee does not have and will not have or obtain any title to the Premises nor any property right or legal or equitable interest therein, except its leasehold right as Lessee hereunder and subject to the terms of this Lease.

23. NON-WAIVER. Lessor shall not be deemed to have waived any breach of any of Lessee's obligations, conditions or covenants under this Lease except by a waiver in writing signed by Lessor, and no such waiver shall be deemed to be a waiver as to any further or continued breach of any of Lessee's obligations, conditions or covenants. Lessor's failure or neglect to exercise any remedy which Lessor may have hereunder or any other acquiescence in the default of Lessee, including the obligation of Lessee with respect to which Lessee is in default, shall not waive Lessor's rights, and Lessor shall be entitled to pursue any remedy available to it under law until Lessee has rendered complete performance of all obligations of Lessee hereunder.

24. NOTICE. All notices required or permitted under this Lease shall be sufficient if delivered via facsimile, electronic mail, personally, or mailed to the party at the address set forth below the receiving party's signature below or at such other address as either party may designate in writing to the other from time to time. Any notice given will be effective: when transmitted if given via facsimile or electronic mail; at time of delivery if personally delivered; or if by mail, forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

25. RECOVERY OF ATTORNEYS' FEES AND COSTS; COLLECTION COSTS. In the event that any action be instituted, or other proceedings taken, to enforce any covenant herein contained or to recover any rent due or to recover possession of the Premises for any default or breach of this Lease by Lessee, Lessee shall pay Lessor's reasonable attorneys' fees, costs and expenses in connection herewith. In addition, in the event of any Event of Default, Lessee agrees to pay on demand all reasonable out-of-pocket costs of collection of any amounts due under this Lease, including reasonable attorneys' fees, whether or not any sale or other action is instituted by Lessor in its discretion.

26. SUCCESSION. All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties hereto.

27. ENFORCEMENT; GOVERNING LAW. This Lease shall be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance, and shall be enforced in any court of competent jurisdiction in Ventura County, California.

28. RULES AND REGULATIONS. Lessee shall comply with the Rules and Regulations that apply to the Premises, as the same may exist or be updated from time to time. A copy of the current Rules and Regulations is attached to this Lease as Appendix A. Any failure to comply with the Rules and

Regulations that is not promptly corrected after notice from Lessor shall be cause for immediate termination of this Lease at the election of Lessor.

29. MISCELLANEOUS.

A. If more than one person executes this Lease as Lessee, all obligations hereunder to be performed by Lessee shall be the joint and several liability of all such persons.

B. Wherever the context permits, Lessee's obligations under this Lease shall survive the delivery and return of the Premises hereunder.

C. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not invalidate or render unenforceable any other provision of this Lease.

D. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

E. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

F. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

G. As used herein, the term "Lease" or "Agreement" shall include all exhibits attached hereto as well as Appendix A.

H. Time is of the essence hereof.

30. INTEGRATION. This Lease represents the entire and complete agreement between Lessor and Lessee with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreements relating to the subject matter of this Lease.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AS OF THE DATE FIRST WRITTEN ABOVE.

LESSEE:

Signature:

Printed Name:

Address:

City, State, Zip:

Phone Number:

Driver's License:

E-Mail:

Gate Access Code:

VEHICLE INFORMATION

License #:

Boat Registration #:

Vehicle Description:

Size:

Insured By:

Policy #:

Exp. Date:

VIN #:

Confirmed By:

LESSOR:

Signature:

APPENDIX A

RV, BOAT & TRAILER STORAGE RULES AND REGULATIONS

The following Rules and Regulations apply to Lessee's use of and activities within the Premises. Lessor reserves the right to adopt reasonable modifications and additions to these Rules and Regulations at any time. In the event of any conflict between these Rules and Regulations and the Lease, the terms of the Lease shall control.

1. Operating Hours / No Overnight Use. Lessee shall have access to the Premises during normal operating hours for the sole purpose of dropping off or picking up their stored property. Lessee shall not, and shall not permit any guests or invitees to, spend the night in any vehicle, boat, or other property stored on site. THERE IS NO OVERNIGHT USE OF ANY KIND PERMITTED. Lessee acknowledges that the Premises is a drop-off and pick-up storage facility only. Lessee shall use best efforts to limit Lessee's time during each entry to less than one (1) hour.

2. Current Registration / Proof of Insurance. Every vehicle, vessel or trailer that will be stored must have current registration and proof of insurance certificates on file with Lessor.

3. Only Working Vehicles. Only vehicles, boats and trailers in good working order are permitted onsite.

4. Vehicle and Boat Storage Only. Lessee shall use assigned space only for storage of Recreational Vehicles (RVs), Camping Trailers, and Boats. No storage sheds or structures may be placed within the space licensed to Lessee or anywhere else on the Premises.

5. Drip Pans / Oil / Old Batteries. Lessee shall place drip pans or similar device beneath all oil pans and gas tanks of vehicles and boats stored on the Premises to prevent contamination of the soil or surface beneath the vehicles and boats. No motor oil, hydraulic or other fluids shall be drained from Lessee's vehicle or boat on the Premises. Old batteries must be disposed of off-site by Lessee at proper disposal sites in accordance with applicable law.

6. Human Waste Disposal. Disposal of human or animal waste, or draining of septic tanks on the space or anywhere in the Premises, is prohibited.

7. No Discharge from Water Tanks / Drain Lines. Draining of water storage or other tanks is prohibited.

8. Utility Hookups. There are no hookups in the Premises for charging batteries, filling water tanks, etc. Lessee must charge batteries or fill up water tanks off-site.

9. Trash Removal. Lessee shall clean trash from the space and any portion of the Premises affected by Lessee's activities at the end of each day that Lessee is on the Premises.

10. Fuel Storage. Lessee shall not store any gasoline or other fuels on the Premises.

11. No Smoking. Smoking on the Premises is prohibited at all times.

12. Pets. Pets must be kept on a leash, and Lessees must clean up after their pets. Lessees shall not tie up pets outside and leave them unattended. Loud and bothersome pets will not be tolerated. Any animal that has been deemed dangerous by city, county or state officials is strictly prohibited within the Premises.

13. Vehicle / Boat Covers. Fitted vehicle and boat covers are allowed. Any tarps or plastic covers that are used to cover any vehicle or boat must be securely fastened so that they do not fly off or flap against adjoining Lessees' vehicles or boats during windy conditions. Any covers showing deterioration must be removed and disposed of by Lessee upon notice from Lessor.

14. No Maintenance or Repair Work. Lessee acknowledges that the space licensed to Lessee for his or her RV or boat is for storage only; Lessee shall perform no maintenance or repair work on the Property anywhere within the Premises.

15. Cleaning & Washing of RVs and Boats. No cleaning or washing of vehicles or boats within the Premises is allowed.

16. No Drugs or Alcoholic Beverages. No person entering the Premises shall use, serve, distribute, or give any drugs or alcoholic beverages to anyone. Any person found under the influence of drugs or alcohol will be asked to leave immediately.

17. No Generators, Stereos, or Sound-Generating Devices. Lessee shall comply with all applicable laws, ordinances, rules, and regulations respecting sound control and noise levels, and shall be responsible for controlling noise while on at the Premises. Lessor reserves the right to require Lessees to remove or turn down the volume of any generators, stereos, or other devices that generate noise deemed to be excessively loud by Lessor.

18. Nuisance. Lessee shall conduct all activities (and control the activities of its guests and invitees) while on the Premises in such a manner so that no public nuisance affecting persons or property on or in the vicinity of the Premises results from the activities of Lessee or any of Lessee's guests and invitees.

19. No Fires or Fire Pits. Lessee shall not, and shall not permit any of Lessee's guests and invitees, light any fires or dig any fire pits for fires on the Premises.

20. No Fireworks. Lessee shall not bring, store, or light any fireworks within the Premises.

21. No Firearms or Weapons. No firearms, cross-bows or any other similar type of weapons are permitted to be used on site or stored within Lessee's vehicle or boat at any time.

22. Control of Guests and Invitees. Lessee shall control the activities of its guests and invitees at all times while on the Premises and Access Roads.

23. Cooperation. Lessee shall cooperate with Lessor and any contractors or authorized personnel of Lessor working on the Premises and Access Roads.

24. Speed Limits. Speed limit in the Premises is 5 mph.

25. Security; Gate Access Code. Lessee is responsible for securing its vehicle or boat with locks and security devices as necessary to protect it from theft or break-in. Lessor does not maintain a security patrol on-site and does not guarantee the security of any property stored on the Premises. Lessor is not responsible for injury, damage, loss, or claims for damage to property stored at the Premises due to theft, fire or other natural hazard, or any other cause. Each Lessee has been granted a unique access code (provided on the signature page of this Lease) for ingress and egress to the Premises. Lessee is not permitted to share this code with anyone other than an alternative contact designated in this Lease. Lessee must use this code each time they wish to enter the Premises and must use this same code each time they exit the Premises. If these codes aren't used in combination when entering and then exiting the Premises, future property access may be restricted until gate codes can be reprogrammed.