

imposed against the Landlord, arising out of storage, or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitee or guests. Landlord may enter the storage space at any time to remove and dispose of prohibited items.

6. **INSURANCE:** Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subjugated to any claim of Tenant against Landlord, Landlord's agents or employees for loss or damage to property.
7. **RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage area by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employees shall not be liable for any loss of or damage to any personal property at the storage area arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or missions or negligence of the landlord, Landlord's agents or employees.
8. **RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, Landlord's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the storage area or the fairgrounds, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, Landlord's agents or employees.
9. **INDEMNITY:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fee and all costs) that are hereinafter brought by others arising out of Tenant's use of storage area and common areas, including claims for Landlord's active negligence.
10. **DEFAULT AND LANDLORD'S LIEN:** Landlord is hereby given a lien on the Tenant's stored property for rent and other charges becoming due under this agreement. In the event Tenant defaults on Tenant's obligation to pay rent and other charges. Landlord may sell Tenant's property in a manner consistent with the laws of the State of California. Under California law your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and charges due remain unpaid for fourteen (14) consecutive days.
11. **DISCLOSURE OF LIENS:** Tenant is required to disclose any lienholder or secured parties who have an interest in property that is or will be stored within Tenant's storage area at the Fairgrounds.
12. **LOCKS:** Tenant shall provide, at Tenant's expense, a lock for the storage area, (when appropriate) which tenant, in Tenant's sole discretion, deems sufficient to secure the storage area or stored item. Landlord may, but is not required, to lock the storage area or item if it is found open.
13. **TENANT ACCESS:** Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by landlord in order to maintain order on the premises. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter or leave the premises.
14. **LANDLORD'S RIGHT TO ENTER:** Tenant grants Landlord, Landlord's agents or representatives of any government al authority, including police and fire officials access to the storage area. Tenant will be notified within three (3) days of any such access.
15. **PROPERTY LEFT ON THE PREMISES:** Landlord may dispose of any property left on the premises by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Landlord in disposing of such property.
16. **NOTICES:** All notices required by this rental Agreement shall be sent first class mail postage pre-paid to Tenant's last known address. Notices shall be deemed given when deposited in the United States mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Landlord by the U.S. Postal Service. All statutory notices shall be sent as required by law.
17. **SUCCESSION:** All of the provisions in this rental Agreement shall apply to, bind, and be obligatory upon the Tenant's heirs, assigns, executors, administrators, representatives, and successors. This agreement may not be transferred without the expressed written agreement of the Landlord.
18. **WAIVER:** No waiver by Landlord, Landlord's agents and employees, of any breach or default by Tenant in the performance of any covenant, condition or term contained in this agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.
19. **NO WARRANTIES:** Landlord, Landlord's agents or employees as to the suitability of the storage area for Tenant's intended use give no expressed or implied warranties. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use.
20. **NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Landlord and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage are for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage area. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord or by Landlord's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that both parties may modify his agreement only in writing.
21. **CHANGE OF ADDRESS:** It shall be the duty of the Tenant to furnish the Landlord notification, in writing, of any change of Tenant's address or phone number.
22. **ENFORCEABILITY:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

Tenant Initials: _____