

Truck Use Regulations: For Move-In Only

- ☐ Must Present Current DL & Proof of Insurance
- ☐ Only those listed on the agreement will be authorized to drive the truck
- ☐ Customer Must Agree to Refill the Tank or Cannot Use the Truck
- ☐ You must top off the tank until it takes no more gas.
- ☐ Must return truck no later than 5:00pm
- ☐ NO SMOKING IN TRUCK

Must Present Gas Receipt

Date_____

Customer Signature_____

(Must Sign)

Manager's Signature_____

Truck Rental Agreement (Move-in only)			
CLAREMONT-HARRIS LLC- ALL AMERICAN MINI STORAGE (hereafter 'Company') rents to Customer on the following terms and conditions:			
Today's Date			
Customer Name:		Phone:	
Unit Number:		Cell Phone:	
Current Address:		City:	St: Zip:
Driver's Social Security No:		Date of Birth:	
Driver's License No:		State:	Expires:
Additional Driver:		Date of Birth:	
river's License No:		State: CA	Expires:
Customer's Auto Insurance Company		Policy #	Exp Date:
Truck Destination:			
Odometer Out:		Until 5:00pm No Charge (See Note 1)	
Odometer In:		First 15 Miles: No Charge - (See Note 1)	
The truck must be returned to the office by 5:00 pm.		Note 1 - Additional charges will be incurred if the Use of the vehicle is past 5:00pm and/or if mileage is in excess of 30miles. The additional charges will be as follows:	
Milles Driven:			
Date and time out:		\$25.00 per 1/2hour	For each additional 1/2 Hour
Date and time due back: 5:00pm		\$2.50 per mile	For each mile in excess of 30
Date and time in:		Customer shall be required to pay both time and mileage for any use in excess of 6:00pm or in excess of 25 miles.	
Vehicle Make: Ford			
License: 18993R1			
Year: 2006			

1. **The Customer must replace any gas used while in possession of the truck before returning the vehicle**

2. **Driver of Vehicle:** The vehicle may be driven only by the Customer or such other validly licensed individual(s) who are properly identified on this agreement.

3. **Restrictions on Use of Vehicle:** The Vehicle shall be used solely for the purpose of transporting Customer's personal property from their residence or current storage facility for move-in to their new storage unit at All American Mini Storage of Claremont, 711 S Mills Avenue, Claremont, California, 91711. The Vehicle may not be used: (a) to transport persons for compensation; (b) in any race, test or competitive event; (c) more than 10 miles away from All American Mini Storage of Claremont, 711 S Mills Avenue, Claremont, California, 91711 or outside of the state of California; (d) in violation of any federal, state, or local law; (e) by any person who is under the influence of any form of intoxicant or drugs; (f) to push or tow any trailer or other vehicle; (g) if further use of the vehicle might result in damage to the vehicle; (h) to carry hazardous or explosive substances; (i) on any road or other area that is not hard surfaced and regularly maintained, unless prior written consent is obtained from Licensee; (j) to transport any payload in excess of the weight specified on the vehicle or on Page Two of this agreement; (k) in any area where there is not sufficient height or weight clearance; (l) if cargo is improperly loaded and/or secured; (m) by the Customer for advertising purposes; (n) to transport animals or other creatures of any kind or nature, living or dead; (o) in any abusive, reckless or negligent manner; (p) for any business use or purpose; or (q) for any purpose other than transporting their personal property to All American Mini Storage, 711 S Mills Avenue, of Claremont for storage. Use of the vehicle in any manner prohibited by this Agreement for any purpose outlined above will be deemed a breach of this Agreement and the Company will be entitled to repossess the vehicle without notice or consent of the Customer and to recover money damages if necessary to repair any vehicle damaged as a result of the Customer's breach.

4. **Return of Vehicle:** The vehicle shall be returned to the Company no later than the time and date specified in this Agreement, in the same condition as when received, ordinary wear and tear excepted. The Customer will be charged for any cleaning or repair costs necessary to return the Vehicle to the required condition. The determination as to the condition of the Vehicle shall be made solely by the Licensee. If the Customer fails to return the vehicle as specified, such failure shall constitute an unauthorized taking of the Vehicle and the Licensee may take any steps it deems reasonable for the recovery of the Vehicle.

5. **Condition of the Vehicle on return:** Customer is responsible for all damage to the vehicle, including collision and mechanical damage, even if someone else caused the damage or the cause is unknown. Customer is responsible for the cost of repair up to the full value of the vehicle, loss of use, and towing, impound and/or storage fees. Customer's own insurance may cover all or part of Customer's financial responsibility for the Vehicle. Customer should check with Customer's own insurance company to find out about Customer's coverage and the amount of the deductible, in any, for which Customer may be liable.

6. **Subleasing,** subletting, or re-letting of the vehicle is not permitted.

7. **Fees, Licenses, Permits, Taxes and Fines:** The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the Vehicle.

8. **Liability Insurance:** The Vehicle is covered by a liability insurance policy, which provides limited coverage to the Customer in excess to and secondary to any liability insurance held by the Customer. Customer and any authorized driver shall be protected against liability for causing any bodily injury to other persons and/or property damage to other than the Vehicle under a standard automobile insurance policy provided by the Company. The provisions of that policy are incorporated into this agreement and the policy is available for the Customer's inspection upon request. Customer must report any accident, theft, or damage involving the Vehicle to the local police department and the Company as soon as possible and in any event within 24 hours after the incident. The coverage provided by the Company is in accordance with the minimum requirements under applicable state law.

9. **Customer assumes all risks:** The Customer assumes all risks from the improper use of the Vehicle. The Customer is responsible for damages to the Customer's property and/or goods in storage or in transit, or for any property left or stored in the vehicle or elsewhere in the renting location.

10. **Customer to hold Company harmless:** The Customer agrees to hold the Company harmless for damages or other consequential damages resulting from the use of the vehicle. The Customer releases and holds Company, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses arising out of the Customer's use or possession of the Vehicle, including claims based upon the active negligence of the Company or Company's agents or employees, and including, but not limited to, any and all fines, penalties and forfeitures imposed by any governmental entities and, to the extent not covered by insurance, any claims or liabilities to third parties arising out of the abandonment, conversion, concealment or unauthorized sale of the vehicle by the Customer, or its drivers, agents or employees, or for the confiscation of the vehicle by any governmental authority because of illegal or improper use.

The company shall have no liability to the Customer for any indirect, special or consequential damages arising out of the furnishing, performance or use of the Vehicle or any claim for failure to honor a vehicle reservation requested by the Customer

11. **No Oral Agreements:** This agreement contains the entire agreement between Company and Customer, and no oral agreement shall be of any effect whatsoever. Customer agrees that he/she is not relying, and will not rely, upon any oral representation made prior to, or shall alter the execution of this agreement by Company, or any of the Company's agents or employees purporting to modify or add to this agreement in any manner whatsoever.

12. **Validity:** If any part of this agreement is unenforceable for any reason whatsoever, it shall not affect the balance of the Agreement otherwise found to be valid and enforceable.

13. **Waiver of jury trial:** Company and Customers waive their respective rights to trial by jury of any cause of action, claim, or cross complaint, in any action brought by either Company against Customer, or Customer against Company on any matter arising out of or in any way connected with this rental agreement, Customer's use of the Vehicle, or any claim of bodily injury or property, loss of damage, or the enforcement of any remedy under the law, statute or regulation.

14. **Limited warranty from Company:** Company warrants, and the customer hereby accepts, that the vehicle is in good operating condition. NO FURTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED REALTING TO THE VEHICLE FITNESS OR MERCHANTABILITY OR OTHERWISE IS HEREBY INTENDED.

15. **Absolute Limitation of Company's Liability:** In the event that company is held liable to Customer for the breach of any duty or obligation arising under this agreement or form the relationship of Company and Customers created by this agreement, or under law whether such liability arises in contract or in tort, Company's liability shall be limited to the amount of \$2,500.00 or the amount paid by Customer under this Agreement, whichever is greater.

16. **Charges:** The Customer will pay all charges due under this agreement upon demand. All charges are subject to a final audit by the Company and if an error is found, either party shall promptly pay or credit the other as appropriate to correct the error. The Customer expressly authorizes the Company to process a credit card voucher, if applicable, in Customer's name for any and all charges due under this Agreement.

17. **Fuel:** The Customer will be charged \$0.00 per mile for fuel up to 15 miles and \$2.50 per mile for any additional miles.

18. **Animals:** No animals are allowed in the truck cab or in the back at any time.

19. **Riders:** Only one rider is allowed in the passenger seat of the truck. No individuals are permitted to ride in the back of the truck.

Customer acknowledges reading this agreement and agrees to be bound by its terms and conditions.

Company: All American Mini Storage of Claremont

By: All American Mini Storage of Claremont, its Agent

By: _____
Property Manager

By: _____
Customer

Date: _____