

POINT ROBERTS MINI & MOBILE STORAGE

1473 GULF ROAD, POINT ROBERTS, WA 98281

Phone (360)945-6464

1570 BENSON ROAD • 1473 GULF ROAD • 1480 GULF ROAD

Email: MINISTORAGE@POINTROBERTS.NET

RENTAL AGREEMENT

NO RENT REFUNDS / NON-SMOKING AND DRUG-FREE FACILITY

LEASE INFORMATION: **RENT IS DUE ON THE** **FIRST** **DAY OF EACH MONTH**

Date of Lease: _____ Storage Space No.: _____ Approximate Unit Size: _____

Access Code: _____ Administration Fee: _____ Rental Rate Per Month: \$ _____

NOTICE: YOUR STORED PROPERTY IS 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.

1. Occupant's Name(s): _____ OR _____

Primary Phone: _____ Cell Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

2. Employer: _____ Phone: _____

Employer's Address: _____ City: _____ State: _____ Zip: _____

3. Identification: **DRIVERS LICENSE** **ID CARD** **PASSPORT (Circle)** _____

4. **Alternate Contact: Please provide the name and address of another person to whom the facility can send updated information, notices, or other correspondence. If none, write "none" and initial.** _____ (Initials)

Name: _____ Primary Phone: _____

Mailing Address: _____ Secondary Phone: _____

City, State, Zip: _____ Email: _____

5. **Please provide the name and address of any lien holders or secured parties who have an interest in any of the property stored or to be stored. If none, write "none" and initial.** _____ (Initials)

Name/Phone: _____

Address: _____

6. **General description of items subject to a lien:** **Household Goods** **Business** **Vehicle/Boat** **Personal Items (Circle)**

7. **NOTICE OF LIEN: Pursuant to the Washington Self-Service Storage Facility Act (Chapter 19.150 RCW), your property is subject to a claim of lien for unpaid rent and other charges and may be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.**

All Pt. Roberts Mini & Mobile, hereinafter "Owner" rent to Occupant, as listed above, the Storage Space indicated above pursuant to the following terms and conditions:

A. SPACE: Owner agrees to let, and Occupant agrees to rent those premises described as a storage space at Owner's facility at 1570 Benson Rd or 1473 Gulf Rd or 1480 Gulf Rd ("Storage Facility" site location), the number of which is set forth in "Lease Information" above (Storage Space No.), on the terms and conditions of this Lease.

B. TERM: This agreement shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

C. RENT: The initial rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the rent due date or in advance, and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days written notice by first-class mail at the address stated in this Agreement. The new rent shall become effective on the next date rent is due. If

Occupant has made advance rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

D. PARTIAL RENT PAYMENTS: Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payment of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Washington Self-Service Facility Act.

E. CHANGE OF ADDRESS: Occupant must provide address changes to Owner in writing. Such change will become effective when physically received in the self-service facility office by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

F. LATE FEES, OTHER CHARGES, DENIAL OF ACCESS: **SEE ADDENDUM**

G. TERMINATION: Ten (10) days advanced written notice given by Owner or Occupant to the other party will terminate this Agreement. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant after vacating the Storage Space.

H. NO BAILMENT: Owner is not engaged in the business of storing goods for hire or in the warehouse business, and no bailment is created under this Agreement. Owner does not exercise care, or control over Occupant's stored property. Occupant agrees to use the Storage Space only for the storage of property wholly owned by the Occupant.

I. USE OF STORAGE SPACE: The Storage Space shall not be used for residential purposes; storing anything that is a health hazard, including perishable items, or housing live animals. The Storage Space shall not be used for any unlawful activities, or in violation of any zoning restrictions, business, licenses, or other regulatory restrictions. Occupant shall not store jewelry, furs, antiques, art work, heirlooms, collectibles or any irreplaceable property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to any of the stored property.

Occupant agrees not to store property with a total value in excess of \$5,000 without permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability as set forth below.

Occupant will not store or produce at the facility any explosive or highly flammable materials, hazardous material, toxic materials, gasoline or substances which storage or use is regulated by or prohibited by any local, state or federal law or regulation. Occupant's indemnity and hold harmless as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any prohibited materials, whether or not hazardous or toxic, by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Storage Space at any time to remove and dispose of prohibited items at the sole cost and expense of the Occupant.

J. INSURANCE: Occupant, at Occupant's own expense, shall maintain insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Agreement and is for benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance shall not be subrogated to any claim of Occupant against Owner, its agents or employees for loss of or damage to stored property.

K. RELEASE OF OWNER'S LIABILITY FOR DAMAGE: All personal property stored within or upon the Storage Space by Occupant shall be at Occupant's sole risk. Owner, its agents and employees shall not be liable for any loss of or damage, whether known or subsequently discovered, to any personal property in the Storage Space or at the self-service storage facility arising from any cause whatsoever including, but not limited to, theft, burglary, mysterious disappearance, fire, water, wind, moisture, fungus, vermin, explosions, Acts of God, or the acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by any act, omission, or negligence of the Owner, its agents or employees.

Owner, its agents and employees shall not be liable to occupant or others for injury or death as a result of Occupant, its agents, employees, guests or invitees' use of the Storage Space or the self-service storage facility, regardless if such injury is caused by any act, omission, or negligence of the Owner, its agents or employees.

Regardless of the value of the property, Occupant understands and agrees that the maximum liability of the Owner for any claim or suit by Occupant, its agents, employees, guests, or invitees, including but not limited to any suit alleging wrongful or improper foreclosure or sale of the contents of the Storage Space, is Five Thousand and No/100 U.S. Dollars (\$5,000). Nothing in this Agreement shall create any liability, or increased liability, on the part of the Owner for any loss or damage to Occupant's property, regardless of cause.

L. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner, its agents and employees from any and all claims, damages, demands, actions or causes of action (including attorney's fees, cost, and expenses) that arise from or in connection with Occupant, its agents, employees, guests or invitees' use of the Storage Space and the self-service storage facility, or anything done in the Storage Space or on the self-service storage facility premises by Occupant, its agents, employees, guests or invitees, that result in damage or injury to any person, entity, or property of Occupant, or to any other party, storage space, or part of the self-service storage facility premises.

M. LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the Storage Space. If the Storage Space is found unlocked, Owner may, but is not obligated to take whatever measures owner deems reasonable to re-secure the Storage Space, with or without notice to Occupant, at Occupant's own expense.

N. CONDITION OF STORAGE SPACE: Occupant has examined the Storage Space and agrees that the Storage Space is satisfactory for all purposes, including safety, security, and size for which Occupant will use it. Occupant has an opportunity to measure the usable interior space of the Storage Space and understands that all representations by Owner of the Storage Space's size in terms of measurements are approximate.

Occupant will keep the Storage Space neat, clean, and in a sanitary condition, and will return the Storage Space to the Owner in the same condition as when it was received, except for normal wear and tear. Any repairs to the Storage Space or the self-service storage facility required due to Occupant, its agents, employees, guests or invitees' acts or omissions, shall be at the Occupant's cost and expense.

O. RULES AND REGULATIONS: By executing this Agreement, Occupant understands, acknowledges, and agrees to be subject to any rules and regulations set by Owner. Owner reserves the right to revise any rules and regulations at any time, with or without notice to Occupant. Additionally, Owner shall establish and/or change the hours of operation for the self-service storage facility with or without notice to Occupant.

P. PROPERTY LEFT IN THE STORAGE SPACE: Owner may dispose of any property left in the Storage Space or at the self-service storage facility premises by Occupant, its agents, employees, guests or invitees after termination of this agreement, whether Occupant vacated the Storage Space voluntarily, by way of default, or any other manner. Occupant shall be responsible for paying all costs and expenses incurred by Owner for disposing of such property.

Q. OCCUPANT ACCESS: Occupant's access to the self-service storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the self-service storage facility.

R. OWNER'S RIGHT TO ENTER: Occupant grants Owner, its agents, its employees or representatives of any governmental authority, including police and fire officials, access to the Storage Space upon twenty-four hour notice to Occupant. In the event of an emergency or as required by law (ie. search warrants), Owner, its agents, its employees or representatives of any governmental authority shall have the right to enter the Storage Space without notice to Occupant, and take such action as may be necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce Owner's rights.

S. NO SUBLETTING: Occupant shall not assign or sublease the Storage Space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason, or for no reason in Owner's sole discretion.

T. WAIVER OF JURY TRIAL: Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party, its agents or employees, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Storage Space or the self-service facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of its agents, employees, guests and/or invitees.

U. NOTICES: All notices required by this Agreement shall be sent by first-class mail, postage prepaid to Occupant's last known address, unless otherwise required by law. Notices shall be deemed given when deposited in the United States mail.

V. NO WARRANTIES: No expressed or implied warranties are given by Owner, its agents or employees as to the suitability of the Storage Space for the Occupant's intended use. Owner disclaims and Occupant waives any expressed or implied warranties of suitability or fitness for a particular use.

W. NO ORAL AGREEMENTS: This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Storage Space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the Storage Space and the facility. Occupant agrees that he is not

relying, and will not rely, upon any oral representation made by Owner, its agents or employees purporting to modify, add to, or omit from this Agreement. Occupant understands and agrees that this Agreement may be modified only in writing, signed by both parties.

X. SUCCESSION: All provisions of this Agreement shall apply to and be binding upon all successors in interest, heirs, assigns or representatives of the parties hereto. Owner may at any time assign this Agreement or any part of it, resulting in Owner no longer being responsible, or liable, under the terms of this Agreement, and all the covenants, conditions, and obligations of Owner shall be binding on its assignee and its assignee will be entitled to enforce all of the provisions of this Agreement.

Y. ENFORCEMENT: If any part of this 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.

Z. NO ALTERATIONS: Occupant shall not make any alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

AA. CONDUCT: Should occupant appoint another person(s) or organization(s) to enter the storage space, occupant shall be responsible for the conduct of such person(s) or organization(s). Owner shall assume that possession of a key and gate code is evidence of authority to enter occupant's space. All information provided by occupant on this lease is confidential and will not knowingly be disclosed to anyone without occupant's prior consent, except for law enforcement purposes.

BB. Gate hours: Sunday – Saturday; 5:30 am to 11:00 pm

Do not sign this agreement until you have read it completely, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

By signing below, Occupant acknowledges that they have read, understands, and agrees to all the terms and conditions of all four pages of this Agreement.

Occupant _____ Date _____

Occupant _____ Date _____

Owner/On Behalf of Owner _____ Date _____