

# 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 CHARGES ADDENDUM

Occupant(s): \_\_\_\_\_ OR \_\_\_\_\_ Space No.: \_\_\_\_\_

Occupant enters into this Addendum concurrently with and expressly made part of the Self Service Storage Facility Agreement ("Agreement"). As permitted by the Washington Self-Service Storage Facility Act (Chapter 19.150 RCW), Owner may charge Occupant for failure to submit timely rental payments, as well as the "cost of sale" incurred by the Owner for the retention, auction and/or disposal of any property in the above stated Storage Space, when the Occupant falls into default.

Rent is due on the first of the month date of entering into the Agreement in accordance with the Agreement.

### **FAILURE TO PAY THE TOTAL AMOUNT OF RENT WHEN DUE EACH MONTH SUBJECTS OCCUPANT TO THE FOLLOWING LATE FEES AND FORECLOSURE FEES:**

- **Gate Access Denied** – 10 days past due with courtesy notice sent.
- **Unit Over Locked** – 25 days past due
- **Late Fee - \$10.00** If any portion of the monthly rent remains unpaid on the 25th day past the first of the month, Occupant will be assessed a LATE FEE of **\$10.00**
- **Lock Cutting Fee - \$15.00** For loss of key or delinquent unit going to auction
- **Dishonored Check Charges - \$35.00** on any NSF checks

**FORECLOSURE FEES.** If any portion of the monthly rent remains unpaid thereafter, Occupant will be assessed the following FORECLOSURE FEES:

- **Preliminary Lien Notice / Full Lien Notice - \$18.00** For each event
- **Certified Mailing Charge - \$12.00** For units going to Full Lien
- **Advertising Charges – Variable** – Once Auction date is set
- **Labor Charges** (hourly rates) - **\$20.00** – Labor for cleaning out delinquent unit
- **Inventory & Sales Fee – As Documented** - On Delinquent Unit
- **Auction Proceed Notice - \$18.00** – Once Full Lien has expired

Occupant and Owner agree that the Late Fees and Foreclosure Fees set forth herein shall constitute Owner's liquidated damages for Occupant's late payment of rent under the Agreement and the costs associated with the retention, auction, and/or disposal of any property in the Storage Space listed above, and that no such fees constitute a penalty. By signing below, the parties acknowledge and agree that it is impossible to determine in advance the actual costs and expenses Owner may incur as a result of Occupant's failure to pay rent on a timely basis. The parties desire to estimate such damages in order to provide Occupant with reasonable certainty as to the extent of Occupant's liability in the event of Occupant's late rental payment(s). The undersigned agree that the amounts are reasonable, just, and fair, and that such estimates are necessary because of the difficulty, inconvenience, expense, and uncertainty of ascertaining damages in advance for a default on rent.

Monthly rent shall continue to accrue during the foreclosure process. To bring the Storage Space current, all rent, late fees, foreclosure fees, and other charges must be paid. Partial 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.

**Nothing herein shall be construed as a waiver of any Owner's rights and remedies under the Agreement or state law. If any provisions of this Addendum and the Agreement conflict, the Agreement shall control.**

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

Occupant's Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Owner/On Behalf of Owner: \_\_\_\_\_ Date: \_\_\_\_\_