

EXIT 233 RV & Boat Storage - JSE Storage, LLC
1386 Timber Street SE - Albany, Oregon 97322
503-949-4434 or Exit233RV@HonorthetheV.com

RENTAL AGREEMENT

NOTICE OF LIEN: Pursuant to the Oregon Self Service Storage Facility Act, your stored 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 other charges due remain unpaid for fourteen (14) consecutive days.

A. LEASE INFORMATION:

Date of Lease: _____
Access Code: _____

CONTRACT ID: _____
Storage Space No: _____
Rental Rate Per Month: _____

B. OCCUPANT INFORMATION

Occupant's Name: _____ Home Phone: _____
Address: _____ Cell Phone: _____
City: _____ State: _____ ZIP: _____ E-Mail: _____
Driver's License#: _____ State: _____ Exp: _____

Employer: _____ Work Phone: _____
Employer's Address: _____
City: _____ State: _____ ZIP: _____

C. GENERAL DESCRIPTION OF YOUR STORED PROPERTY:

Registered Owner of Vehicle _____ Vehicle License Plate: _____ Length: _____
Vehicle MAKE: _____ Vehicle MODEL: _____ Vehicle TYPE: _____
Vehicle Identification Number: _____
Is Occupant Registered Owner: _____ Occupant's Relationship to Registered Owner: _____

D. Alternate Person: Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "none")

Alternate Name: _____ Home Phone: _____
Address: _____ Cell Phone: _____
City: _____ State: _____ ZIP: _____ E-Mail: _____

E. FEES, CHARGES & PAYMENTS:

Payments by CHECK should be made payable to: JSE, LLC and sent to 1386 Timber St., Albany OR 97322

- a. Administration Fee (one time): \$15.00 (to be charged with first months storage)
- b. Monthly Space Fee: Minimum \$60.00, \$2.75 per foot over 22 feet in length (include tongue and/or rear racks).
- c. Invoice Charge: Email Invoice: FREE Mailed Invoice: \$1 per month

Please NOTE: Rates quoted reflect a 4% discount when paid by CASH or Check or online payment methods such as Zelle, or other direct banking transfer - Credit Card payments do not garner this discount and the 4% will be applied.

LATE FEES AND OTHER CHARGES: Occupant agrees to pay Owner a late fee in the amount stated below for each months rent or other charges that are received 10 (ten) or more days after the due date. The late fee shall be charged each month the rent or any part thereof is past due. Occupant agrees to pay Owner the dishonored check fee stated below plus all bank charges for any dishonored check. These fees are considered additional rent.

- a. Late fee: \$10 if monthly rent is \$60 or less, \$15 if rent is under \$100 and \$20 or 15% whichever is greater for all others
- b. Dishonored Check Charge: \$25.00 plus all bank charges

Occupant also agrees to pay the following collection and lien processing fees incurred by Owner:

- a. Notice of Pre-lien: \$20
- b. Notice of Lien: \$20
- c. Cut lock and inventory fee: \$30 to \$50 depending on the type of lock
- d. Newspaper lien sale advertisement fee: \$50
- e. Auction and other charges: As documented
- f. Charge for removing debris: \$150

L. Special Terms/Notes: _____

Ownership entitv: JSE Storage, LLC **DBA:** Exit 233 RV & Boat Storage (hereinafter collectively: "Owner"), rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

- 1. **TERM:** The term of this agreement shall commence on the date of this agreement and shall continue on a month-to-month basis thereafter. The minimum term is one month.
- 2. **RENT:** The monthly rent shall be the Monthly Rental Rate stated above. The rent shall be paid to Owner or Owner's agent at the address designated in this agreement. Payment is due on the monthly anniversary date of this rental agreement set forth in section A, in advance **and without demand**. Owner reserves the right to require that the rent and other charges be paid by cash, certified check or money order. Owner may change the monthly rent or any other charge or fee by giving Occupant thirty (30) days advanced written notice at the address stated in this agreement. If Occupant has made advanced payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. **Owner does not refund rent for a partial month.**
- 3. **ADMINISTRATION FEE:** **Occupant shall pay the non-refundable administration fee indicated above upon executing this agreement (unless otherwise noted in writing).**
- 4. **CHANGE OF ADDRESS:** Occupant is required to keep all mailing and email addresses current. All postal and electronic mail address changes must be in writing (either by post or by email) and are valid only when acknowledged by the Owner in writing (by post or email).
- 5. **DEFAULT:** Occupant shall be in default of this Agreement if Occupant fails to perform any obligation or duty set forth in this Rental Agreement in a timely manner.
- 6. **LIMITATION OR DENIAL OF ACCESS:** Owner may deny or limit Occupant's access to the storage space when rent or other charges are in default or Occupant is otherwise not in compliance with terms and conditions of this Agreement. Occupant understands and acknowledges that access to the facility is according to the posted business hours, there is NO 24 hour access available. Access outside posted hours may be arranged between occupant and owner, but owner is under no obligation to provide such access.
- 7. **USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. **Owner exercises neither care, custody nor control over Occupant's stored property.** Occupant shall not make any alterations or additions to the storage space without the written permission of the Owner. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant shall not store food or any perishable items in the space. Occupant shall not make any modification or make any improvements to the space without the expressed written permission of Owner. Occupant shall notify Owner immediately of any defects, damage or need for repairs to the space.
- 8. **LIMITATION ON VALUE OF STORED PROPERTY:** Occupant agrees not to store property or contents within property with a total value in excess of \$5,000 (except where the value of a vehicle is concerned without the written permission of the Owner). 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 set forth below.
- 9. **UNLAWFUL USE:** It is unlawful to use a self storage space as a residence. The Occupant's right of access to the facility may be restricted if the Occupant sleeps or otherwise resides in the storage space or vehicle stored on site.
- 10. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** **Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials. Owner, at Occupant's sole expense, may enter the storage space at any time to remove and dispose of prohibited items. Any hazardous materials that should leak from occupants vehicle shall be cleaned up immediately by occupant. Should occupant neglect to address such leaks, owner may clean, at occupants sole expense, the hazardous material leaking (to include gasoline, diesel, oil, transmission fluid or any other such material. If the owner does not IMMEDIATELY address such issue, occupant shall be in breach of this agreement and said vehicle will be set for immediate tow from the facility.**

OCCUPANTS SIGNATURE ACKNOWLEDGING RECEIPT, ACKNOWLEDGEMENT and ACCEPTANCE OF THIS PAGE OF TERMS AND CONDITIONS

PRINTED NAME _____ SIGNATURE _____

11. INSURANCE: *Occupant, at Occupant'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 Occupant's property is a material condition of this agreement and is for the 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. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property.*

12. RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: *All personal property stored within or upon the storage space or anywhere at the facility including the common areas by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable to Occupant or Occupant's agents for any loss of or damage to stored personal property at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, mold, rodents, acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.*

13. RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant or Occupant's agent's for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

14. INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas. Occupant's indemnity obligation includes allegations that Owner or Owner's employees or agents acted in negligent manner.

15. FINANCIAL INFORMATION. Owner does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims of action against Owner for damages arising from the use of said information by others.

16. LOCKS: Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the vehicle. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. Owner is not responsible for taking any measures whatsoever, nor for notifying Occupant that the space has become unsecure. The fact that Owner has taken measures to re-secure the access to Occupant's space under this paragraph shall not alter the release of Owner's liability, nor shall such measures be deemed taking care, custody or control of Occupant's property in the space.

17. RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

18. OCCUPANT ACCESS: *Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner. 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 premises. Should Occupant appoint another person(s) or organization(s) to enter the space, Occupant shall be solely responsible for the conduct of such person(s) or organization(s) and shall notify owner PRIOR to any other party entering on behalf of occupant.*

19. OWNER'S RIGHT TO ENTER: Occupant grants Owner or Owner's agents access to the vehicle upon advanced written (post or email) notice to Occupant. In the event of an emergency or nuisance, Owner shall have the right to enter the vehicle without notice to Occupant (where reasonably able to do so without harm to vehicle), and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Owner's rights.

20. TERMINATION: Twenty (20) days written notice given by Owner or Occupant to the other party will terminate the tenancy. Occupant must vacate the space on or before 5:00 PM on the termination date stated in the notice. Owner does not prorate partial month's rent. Prepaid full month's rent where a discount was offered for pre-payment is not subject to refund should occupant vacate the space prior to the full utilization of prepaid rents.

21. CROSS-COLLATERALIZATION OF STORAGE SPACES: When Occupant rents more than one space at this facility the rent is secured by the property in all the spaces rented. Failure by Occupant to pay rent or other charges on any space shall be considered a default on all spaces rented. Owner may exercise all remedies including denial of access to the facility and sale of the property if all rent on each and every rented space is not paid when due.

OCCUPANTS SIGNATURE ACKNOWLEDGING RECEIPT, ACKNOWLEDGEMENT and ACCEPTANCE OF THIS PAGE OF TERMS AND CONDITIONS

PRINTED NAME _____ SIGNATURE _____

22. PROPERTY LEFT ON THE PREMISES: Owner may dispose of any property left on the premises by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

23. NOTICES: All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address *or to the electronic mail address provided by Occupant, whichever the owner deems*. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided. All statutory notices shall be sent as required by law which may include email.

24. AUTOMATED CALLS: Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence or, email box, cell phone by automated telephone calls or texts. Such automated calls may be for conveying important facility information, marketing or collection purposes.

25. TIME TO FILE SUIT: Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

26. RELEASE OF INFORMATION: Occupant hereby authorizes Owner to release any information regarding Occupant and Occupant's occupancy in Owner's possession that is requested by law enforcement agencies, governmental authorities or ordered by a state or federal court.

27. NO WAIVER: No waiver by Owner, its agents, representatives or employees of any breach or default in the performance of any of the terms and conditions of this Agreement shall constitute a waiver of any subsequent breach or default in the performance of any terms or conditions of this Agreement.

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

29. SUCCESSION: All provisions of this rental agreement shall apply to and be binding upon all heirs, successors in interest, assigns or representatives of the parties hereto.

30. NO ORAL AGREEMENTS: *This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant understands and agrees that this agreement may be modified only in writing.*

31. NO SUBLETTING: Occupant shall not assign or sublet the storage space without the written permission of the Owner.

32. SPACE SIZE APPROXIMATE: Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

33. ENFORCEMENT: 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.

Do not sign this Agreement until you have read all the pages of the Agreement 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.

OCCUPANTS SIGNATURE ACKNOWLEDGING RECEIPT, ACKNOWLEDGEMENT and ACCEPTANCE OF THIS PAGE OF TERMS AND CONDITIONS

Occupant Signature

Authorized Representative

JSE Storage, LLC

Print Name

Exit 233 RV & Boat Storage

Just Jakes Small Engine Repair

Date

Date