

RENTAL AGREEMENT

Between the Owner: 2808 HOYT LLC

| | |
|-------------------------|-------------------|
| Unit No. | _____ |
| Unit Size (approximate) | _____ |
| Monthly Rental Rate | \$ _____ |
| Discount Mo. Rate \$ | _____ Until _____ |

and Occupant:

Name: _____
 Company (if company is Occupant): _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Ph: (Home): _____ (Work): _____
 Email: _____ (Cell): _____
 Driver's License No.: _____ State: _____
 Social Security No.: _____
 NEXT RENT DUE: _____

ADDENDUMS ATTACHED

FUNDS RECEIVED THIS DATE:

Rent: Monthly Rent _____
 Prorated _____
 Prepaid _____
 Administration Fee _____
 Lock/Merchandise _____
 Insurance _____
TOTAL RECEIVED _____

Are you Military? No Active Non-Active Spouse

NOTICE OF LIEN: Pursuant to the Washington Self-Service Storage Facility Act, RCW Chapter 19.150, 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 other charges due remain unpaid for fourteen (14) consecutive days. The occupant named above, hereinafter referred to as "Occupant", agrees to rent from Owner those certain premises identified above, hereinafter referred to as "Storage Unit", under the following terms and conditions. Occupant understands and agrees that Owner is not engaged in the business of storing goods for hire. No bailment or deposit of goods for safekeeping is intended or created hereunder. **Property is stored under the sole supervision and control of the Occupant. Owner exercises neither care, custody nor control over property stored by Occupant.**

This Agreement is executed in triplicate this _____ day of _____, 20_____.

No Refunds are Given

1. **RENT AND TERM:** The term of this Agreement is month to month, commencing on the date written above. Rent is due and Occupant shall pay Owner the above monthly rent in advance on or before the _____ of each calendar month without demand. Remit to Owner at the above referenced address. Minimum rental is one month regardless of the number of occupancy days in any given month. **Rent must be paid in full; partial payments will not be accepted.** No statements are mailed. **Under no circumstance shall Occupant be entitled to a refund of rent.** Owner may adjust monthly rent by giving Occupant written notice by first class mail to the address written above, not less than 20 days before the rent adjustment shall be effective. If Occupant has made advanced rent payments, the new rent shall be charged against such payments. Any such rent adjustment shall not otherwise affect the terms of this Agreement; all other terms shall remain in full force.

Late Payments Add Fees

2. **FEES:** If any portion of the monthly rent remains unpaid for 7 consecutive days by office close, Occupant agrees to pay Owner, in addition to any other amounts due, a late fee of \$15.00, plus an additional late fee of \$15.00 each consecutive month any portion of the monthly rent remains unpaid. A \$35.00 Non-sufficient Funds fee will be due and payable for any check returned by the bank. In the event of default, Occupant agrees to pay all-collection, lien sale costs and costs of the sale incurred by Owner. Occupant agrees to pay any additional cleaning, dump, or damage fees charged at termination for any removal of abandoned property left on the premises, for unit not left broom clean, or for any damage, excluding normal wear and tear, that shall have been caused to Storage Unit, building, or premises.

We Don't Insure Your Goods

3. **INSURANCE RESPONSIBILITY:** Owner is not obligated to carry insurance on any stored property. Occupant, at Occupant's sole 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 stored 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, including any loss due to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including a negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of 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. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

4. **NOTIFICATION OF CHANGE OF ADDRESS:** Occupant shall give Owner written, signed, and dated notice of any change of address of Occupant or Alternate contact within ten (10) days of the change. Any change shall not be binding upon Owner unless Occupant has given Owner written, signed, and dated notification of the change, and shall be effective when received by Owner. It is Occupant's responsibility to verify receipt and recordation by Owner.

5. **LIEN HOLDERS/SECURED PARTIES:** You are required to disclose all lien holders or secured parties who have any interest in your stored property by section 19.150.120 RCW:

6. **ALTERNATE CONTACT:** Please provide the name and address of another person to whom preliminary and subsequent lien notices may be sent. If none, write "none":

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____

10 Days Notice Required

7. **TERMINATION OF AGREEMENT:** Either Occupant or Owner may terminate this Agreement at the end of any rental period by giving the other ten (10) days written notice before the rent due date. If no notice is given, a vacate fee equal to the rent amount, plus a pro-rated rent amount, will apply if vacated by close of business on the 7th day after due date. Vacating after the 7th day after due date requires a full month's rent payment. Owner may terminate this Agreement immediately upon any default under the terms of this Agreement. Occupant agrees that all provisions of this Agreement, including rent and/or other fees, shall apply as long as Occupant's lock is on Storage Unit, and that use of unit shall return immediately to Owner when Occupant's lock is removed from Storage Unit.

8. **RULES:** Owner shall have the right from time to time to establish or change hours of operation, or to make or amend rules and regulation for the safety, care and cleanliness of the premises, or preservation of good order. All rules and changes are effective immediately upon public posting in the facility office, or elsewhere in the facility, or by written copies made available at the facility, at Owner's sole discretion. Occupant agrees to follow all of Owner's rules now in effect or that may be put into effect from time to time.

9. **NO ALTERATIONS:** Occupant shall make no changes or alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations or changes.

Occupant acknowledges receipt of a copy of this Rental Agreement by signature below, and has read and agrees to comply with the provisions contained on both sides of this Agreement.

| | | | |
|--------------------|------|---------------|------|
| Occupant Signature | Date | Owner's Agent | Date |
|--------------------|------|---------------|------|