

SELF STORAGE RENTAL AGREEMENT

Elochoman Slough Marina
Port District No. 1 of Wahkiakum County
500 2nd Street, Cathlamet, WA 98612
(360) 795-3501

Occupant Information

Name: _____

Address: _____ City/State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email: _____

Email

Port may send lien notices pursuant to the Washington Self-Service Storage Facility Act by electronic mail. Occupant hereby expressly consents to and authorizes Port to send lien notices to the electronic mail address above: _____(initial)

Port shall send lien notices from the following electronic mail address:

Military Service

Are you or your spouse on active-duty military status? Yes: _____ No: _____

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")

Name: _____

Address: _____ City/State: _____ Zip: _____

Unit, Rents, Fees & Charges

Unit #: _____ Rent: \$ _____

Late Fee: \$20.00 or 20% of the monthly rent, whichever is greater _____

Pre-Lien Notice: \$ _____

Notice of Lien Sale: \$ _____

Rent Due Date: 1st day of each month

Lienholders/Secured Parties

Please provide the name and address of any lienholders or secured parties who have an interest in the property that is or will be stored (If none write "None"):

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.

TOWING OF MOTOR VEHICLES OR BOATS: Pursuant to the Washington Self-Service Storage Facility Act Port may have vehicles, watercraft or trailers towed from the facility when rent is sixty (60) or more days past due.

Agreement

Port District No. 1 of Wahkiakum County, hereinafter "Port," rents to Occupant, as listed above, the Storage Unit indicated above pursuant to the following terms and conditions:

- 1. 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.
- 2. RENT:** The initial rent shall be the amount stated above and paid to Port at the address stated above. Rent is due each month on the rent due date or in advance, and without demand. Port reserves the right to require that rent and other charges be paid in cash, certified check or money order. Port 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 advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.
- 3. PARTIAL RENT PAYMENTS:** Port, at Port's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Port shall not constitute a waiver of Port'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 Storage Facility Act.

4. **CROSS COLLATERIZATION OF UNITS:** When Occupant rents more than one unit at this facility the rent is secured by the property in all the units rented. Failure by Occupant to pay rent on any unit shall be considered a default on all units rented. Port may exercise all remedies including denial of access to the facility and sale of the property if all rent on all units is not paid when due.
5. **CHANGE OF ADDRESS:** Occupant must provide address changes to Port in writing. Such change will become effective when physically received in the Port office. It is Occupant's responsibility to verify that Port has received and recorded the requested change of address.
6. **LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Port's foreclosure fees, in addition to any other charges, in the event of default, NSF checks, or other services requested by Occupant. Occupant agrees to pay Port the indicated late fee if rent is received ten (10) or more days after the due date. These fees are considered additional rent and are to compensate Port for labor and other costs of collection. In the event of default, Occupant agrees to pay all costs associated with the default incurred by Port.
7. **DENIAL OF ACCESS:** When rent or other charges remain unpaid for six (6) consecutive days, Port may deny Occupant access to the Storage Unit.
8. **TERMINATION:** Ten (10) days advanced written notice given by Port or Occupant to the other party will terminate this Agreement. Port does not prorate rent; only full months' prepaid rent shall be returned to Occupant after vacating the Storage Unit.
9. **NO BAILMENT:** Port is not engaged in the business of storing goods for hire or in the warehouse business, and no bailment is created under this Agreement. Port does not exercise care, custody, or control over Occupant's stored property. Occupant agrees to use the Storage Unit only for the storage of property wholly owned by Occupant.
10. **LIMITATION OF VALUE OF STORED PROPERTY:** Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Port. 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 Port that Occupant's stored property has any value, nor shall anything alter the release of Port's liability as set forth below.
11. **USE OF STORAGE UNIT:** Port is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Port exercises neither care, custody nor control over Occupant's stored property. Occupant agrees to use the storage Unit only for the storage of property wholly owned by Occupant. The Storage Unit shall not be used for residential purposes. The Storage Unit 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.**

- 12. HAZARDOUS MATERIAL PROHIBITED:** Occupant will not store or produce at the facility any explosive or highly flammable materials, hazardous materials, 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 Port, 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. Port may enter the Storage Unit at any time to remove and dispose of prohibited items at the sole cost and expense of the Occupant.
- 13. 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 the benefit of both Occupant and Port. 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 Port, its agents or employees for loss of or damage to stored property.
- 14. RELEASE OF PORT'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the Storage Unit by Occupant shall be at Occupant's sole risk. Port, 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 Unit 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 Port, its agents or employees.
- 15. RELEASE OF PORT'S LIABILITY FOR BODILY INJURY:** Port, its agents, commissioners 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 Unit or the self-service storage facility, regardless if such injury is caused by any act, omission, or negligence of the Port, its agents or employees.
- 16. INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Port, its agents and employees from any and all claims, damages, demands, actions or causes of action (including attorneys' fees, costs, and expenses) that arise from or in connection with Occupant, its agents, employees, guests or invitees' use of the Storage Unit and the self-service storage facility, or anything done in the Storage Unit 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 Unit, or part of the self-service storage facility premises.
- 17. LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems

sufficient to secure the Storage Unit. If the Storage Unit is found unlocked, Port may, but is not obligated to, take whatever measures Port deems reasonable to re-secure the Storage Unit, with or without notice to Occupant, at Occupant's own expense.

- 18. CONDITION OF STORAGE UNIT:** Occupant has examined the Storage Unit and agrees that the Storage Unit is satisfactory for all purposes, including safety, security, and size for which Occupant will use it. Occupant has had an opportunity to measure the usable interior Unit of the Storage Unit and understands that all representations by Port of the Storage Unit's size in terms of measurements are approximate.

Occupant will keep the Storage Unit neat, clean, and in a sanitary condition, and will return the Storage Unit to the Port in the same condition as when it was received, except for normal wear and tear. Any repairs to the Storage Unit 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.

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

- 20. PROPERTY LEFT IN THE STORAGE UNIT:** Port may dispose of any property left in the Storage Unit 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 Unit voluntarily, by way of default, or any other manner. Occupant shall be responsible for paying all costs and expenses incurred by Port in disposing of such property.

- 21. OCCUPANT ACCESS:** Occupant's access to the self-service storage facility may be conditioned in any manner deemed reasonably necessary by Port 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.

- 22. PORT'S RIGHT TO ENTER:** Occupant grants Port, its agents, its employees or representatives of any governmental authority, including police and fire officials, access to the Storage Unit upon twenty-four hour notice to Occupant. In the event of an emergency or as required by law, Port, its agents, its employees or representatives of any governmental authority shall have the right to enter the Storage Unit 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 Port's rights.

- 23. NO SUBLETTING:** Occupant shall not assign or sublease the Storage Unit without the written permission of the Port. Port may withhold permission to sublet or assign for any reason or for no reason in Port's sole discretion.

- 24. WAIVER OF JURY TRIAL:** Port 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 Unit or the self- service storage 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.
- 25. NOTICES:** All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or by electronic mail to the electronic mail address provided by the Occupant in this rental agreement. Notices shall be deemed delivered when deposited in the United States mail or when sent by electronic mail. Occupant agrees that any such notice sent by United States mail is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Port by the U.S. Postal Service. Notices sent by electronic mail are presumed delivered when sent. All statutory notices shall be sent as required by law.
- 26. NO WARRANTIES:** No expressed or implied warranties are given by Port, its agents or employees as to the suitability of the Storage Unit for Occupant's intended use. Port disclaims and Occupant waives any express or implied warranties of suitability or fitness for a particular use.
- 27. NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Port 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 Unit for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the Storage Unit and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Port, 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.
- 28. 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. Port may at any time assign this Agreement or any part of it, resulting in Port no longer being responsible, or liable, under the terms of this Agreement, and all the covenants, conditions, and obligations of Port shall be binding on its assignee and its assignee will be entitled to enforce all of the provisions of this Agreement.
- 29. 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.

30. NO ALTERATIONS: Occupant shall make no alterations to the interior or exterior of the Unit without the written permission of the Port authorizing such alterations.

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

Occupant Signature

Date

Port Signature

Date