

South Eugene Storage LLC
86430 Franklin Blvd.
Eugene, OR 97405
Office: (541)-461-7874 Fax: (541)-485-5155
manager@southeugenestorage.com

Storage Unit Rental Agreement

This rental agreement is executed at the place and on the date set forth below, between South Eugene Storage LLC. (Hereinafter "Landlord") and _____ (Hereinafter "Renter") as evidenced by their signature below and is made subject to the terms and conditions set forth below in this rental agreement beginning on the _____ day of _____ 20_____. Renter desires to lease Storage Unit # _____ at an agreed price of \$ _____ per month with payment of the first month's rent due upon execution of this rental agreement. Landlord may change rental rates with a 30 day notice. South Eugene Storage has a **NO RENT REFUND** policy.

Please read each of the following. By initialing each statement Renter agrees that they have read, understand, and will abide by all of the following:

1. **Payment of Rent:** Units are rented by the month only with 30-day minimum rental period required. Rental agreement will renew on a month-to-month basis beginning on the date shown above. Rent shall be due in advance by the same date each month thereafter. If rent is not paid by the due date, the renter will be in default. If rent remains unpaid for a period of ten (10) days following the due date, a late fee of \$15.00 shall be charged to the renter, the Landlord shall place an Overlock on the Renter's unit, and gate access to the facility will be denied. Rent that is twenty one (21) days past due will be charged a \$25.00 fee and a pre-lien notice demanding payment will be sent to Renter's Last Known Address. _____ **Initial**

No access can be allowed to unit(s) until all charges are paid in full. If over-lock is cut-off or removed, breaking and entering charges will be filed. Over-locks on past due units will be removed within one business day after payment. _____ **Initial**

Payments can be made in person during posted business hours, dropped in payment drop box at office location, mailed, or made online. Credit Cards are accepted and can be auto-billed monthly. Payments dropped in drop box after hours or on holidays will be posted the next business day. Make checks and money orders payable to South Eugene Storage. Please include the unit number on all checks and money orders. A \$25.00 NSF fee will be assessed to all returned checks. Returned checks must be paid by cash, money order, or credit cards. _____ **Initial**

All partial payments received on past due accounts will be applied to late fees and past due rent first until the account is current. Late fees will be charged each month until past due balances are paid in full. _____ **Initial**

2. **Default on Stored Property:** In accordance to state laws as listed in the Oregon Self Service Storage Facility Act, If Renter fails to pay accruing rent thirty (30) days after the rent becomes due and owing, Landlord shall place a lien on the property being stored in unit and may enter the unit and sell the personal property at public auction to the highest bidder. A \$135.00 Lien fee will be charged to accounts that are thirty one (31) days past due for notice of lien letter, legal ad, inventory of stored property and cutting of lock. A written Notice of Lien will be sent by certified mail, return receipt requested, to Renter's Last Known Address. Notice of time and place of auction shall be published Once a Week for Two Consecutive Weeks in a Newspaper of general circulation in the County of Storage Facility Location. The first publication shall not be less than fifteen (15) days prior to the date of sale _____ **Initial**

If the personal property subject to lien has a fair market value of less than \$300 then the Landlord may dispose of the property in the sole discretion of the Landlord. _____ **Initial**

3. **Use of Storage Unit:** Renter understands they are renting space for self-storage use for Renter's property. Renter shall not sublet the whole or any portion of the space rented. The storage space shall be used ONLY for the storage of the Renter's property and for No Other Activities such as repair and maintenance of personal property stored. _____ **Initial**

It is specifically understood and agreed that Renter comply with all existing laws and shall not deposit, store, leave, compound or use any hazardous or toxic waste, substance or material which shall be deemed to include but shall not be limited to the following: items which are volatile, flammable, combustible material, explosives, poisonous substances, paint, batteries, tires, asbestos, chemicals, corrosives, pollutants. The Renter agrees not store perishable items, such as food. Units may be inspected for hazardous materials. _____ **Initial**

No property shall be stored in this space unless the Renter has the legal right to possess that property. Renter will provide proof of ownership of property (current registration), proof of insurance, names of any lien holders, and valid identification upon Landlord's request. Renter waives any claim for emotional or sentimental attachment to the stored property in the event of loss. Landlord has recommended that Renter do not store personal documentation such as birth certificates, marriage certificates, tax documents, etc. Landlord shall not be held liable in the event of any loss or damage to Renter's personal documents. _____ **Initial**

4. **Trash Removal:** Renter understands there is **NO DUMPING** of trash on the property or in the dumpster(s) located on the property. The dumpster(s) on the lot are for office personnel and on-site management use ONLY. If any garbage is dumped on the property, management will review cameras and gate codes to determine responsible party. There is a non-negotiable fine of **\$150** for dumping on the lot, and **\$50** for unauthorized use of dumpster(s). _____ **Initial**

5. **Right of Access:** Gate access hours are 6:00 AM to 9:00 PM daily. The gate will lock promptly at 9:00 PM. The Renter shall have the right of access to the rented storage unit only during the hours between 6:00 AM and 9:00 PM daily. If Renter is in default, Renter will be denied access to the storage facility. Unless Renter obtains prior consent from Landlord, Renter may not remain upon the premises for longer than sixty (60) continuous minutes during any entry. The Renter agrees to provide one pad lock to secure the unit on the day of their storage unit rental. If the Renter uses more than one lock to secure the unit Landlord may, at Renters expense, remove the second lock. Landlord reserves the right to enter the leased unit, upon notification to Renter, to conduct inspections or repairs. _____ **Initial**

6. **Insurance and Responsibilities of Damage:** Renter's personal property shall be stored at the sole risk of the Renter. It is understood that the Landlord carries no insurance coverage which covers in any way whatsoever any loss that may be suffered by the Renter from any cause including but not limited to: fire, explosion, theft, vandalism, wind or water damage, any defect now or subsequently created or discovered in the storage unit, including any acts or omissions of any person leasing space adjoining the leased unit. The Renter agrees that is it their sole responsibility to obtain insurance on the property being stored in the unit. The renter agrees to indemnify and hold Landlord harmless from and against all claims for damage to property or personal injury cost, including attorney's fees arising from the use of this rental unit. _____ **Initial**

7. **Vacating Storage Unit:** Either Landlord or Renter may terminate this agreement, without cause, upon not less than 30 days' written notice. Unit(s) is to be empty, swept, unlocked and left in as Good Order and Condition as when rented. When vacating, all rent and charges due must be paid in full by cash, money order, or credit card. If Renter is vacating after the 1st day of their due date, the remaining time can be prorated upon request. _____ **Initial**

All items must be removed when vacating unit(s). Rent and fees will be charged until such time Renter removes all items from the unit(s) or until Renter enters lien status and items are sold at public auction. If the items in the unit(s) appear to be damaged and unusable the Landlord or Landlord's agents may declare the items abandoned and prepare the unit(s) for rental. A minimum charge of \$75.00 will be applied to balance due for removal of Renter's items. All uncollected rent and charges will be reported to Credit Bureau for collections. _____ **Initial**

If Renter vacates and leaves the unit(s) locked, Renter will be charged rent and fees until such time Renter removes lock or until unit(s) enters lien status and Landlord has the right to remove Renter's lock. A written notice to terminate lease will become null and void if Renter's lock is still secure on unit(s) on the date of expected vacancy. All uncollected rent and charges will be reported to Credit Bureau for collections. _____ **Initial**

8. **Change of Information:** Renter must notify Landlord of any changes in address, telephone, contact information within 10 days of such change. Failure to notify Landlord shall constitute a waiver by Renter of any defense based on failure to receive any notice. _____ **Initial**

9. **Disclaimer:** Failure by Renter to comply with each of the conditions and terms of this agreement, including the requirement to make rent payments when due, constitutes a default in this agreement. Landlord may, upon such default, after not less than ten (10) days' notice in writing to Renter, terminate this agreement. If Renter fails to vacate the unit after termination, Landlord shall be entitled to all remedies available under ORS Chapters 91 and 105 for breach of a commercial lease. In addition, upon default in payment of rent, Landlord may refuse Renter access to the property. _____ **Initial**

The storage unit has been inspected by the Landlord and the Renter and is acceptable for use as specified herein. Landlord does not make any guarantees or promises regarding temperatures to be maintained in the unit or its suitability for the Renter's use. If the Landlord should become involved in legal proceedings against the Renter for recovery of rent or to recover possession of the rental unit, and should prevail therein, the Renter, shall, in every case, pay Landlord all expenses thereof, including reasonable attorney fees. _____ **Initial**

I certify that I have read and agree to all of the terms herein.

Signature of Renter

Signature of Authorized Agent for Landlord