

CENTENNIAL SELF STORAGE RENTAL AGREEMENT

Centennial Self Storage, LLC
1111 Rainbow Drive
Springfield, OR 97477
Office: (541) 988-9313 Fax: (541) 988-9164
manager@centennialselfstore.com

(Hereinafter "Landlord")

Name

Address

Home Phone/Work Phone

Cell Phone

Driver's License No.

(Hereinafter "Renter")

IF RENTER'S ADDRESS CHANGES, RENTER IS RESPONSIBLE FOR INFORMING LANDLORD AND UPDATING THIS ADDRESS.

Storage Unit No.: _____
Monthly Rate: _____
Discount: _____
Total Monthly Rate: _____
Administrative/Setup Fee: _____
Amount Paid on Lease Execution: _____ Receipt No. _____
Paid to: _____
Next Rent Assessment: _____
Gate Access Code: _____
Gate Access Hours: 7:00 am-9:00 pm
Office Hours: Monday-Friday: 9:00 am-5:00 pm Sat./Sun.: 10:00 am-3:00 pm
The office will be closed 1 hour for lunch

This rental agreement is executed at the place and on the date set forth below, between Centennial Self Storage, LLC (Hereinafter "Landlord") and _____

(Hereinafter "Renter") as evidenced by their signature below and is made subject to the terms and conditions in this rental agreement. Payment of the first month's rent due upon execution of this rental agreement. Landlord may change rental rates with a 30 day notice. Landlord will refund prepaid rent only in excess of one month's rent.

Municipal Laws, Building Code and Zoning Ordinances do not permit the storage units to be used for residences. Thus, Landlord may request documentation from prospective Renters sufficient to establish that Renter does not plan to reside in the storage units. Residing in the storage units is prohibited.

PLEASE READ EACH OF THE FOLLOWING. BY INITIALING EACH STATEMENT RENTER AGREES THAT HE/SHE HAS READ AND UNDERSTANDS EACH PARAGRAPH.

1. Payment of Rent.

A. 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 same date of each month 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. See Section 2. If rent remains unpaid for a period of ten (10) days following the due date, a late fee of \$10.00 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

B. 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

C. Payments can be made in person during posted business hours, dropped in payment drop box at office location, or mailed. Credit Cards will be accepted and can be auto billed monthly. Payments dropped in drop box after hours or on holidays will be posted on the next business day. Make checks and money orders payable to Centennial Self Storage, LLC. 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

D. 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

E. In the event that the Renter continues to use the storage unit past the rent due date, this rental rate may be subject to change, and the Landlord will give the Renter written notice 30-days before the new rate would become effective. Either the Renter or the Landlord may terminate this agreement by giving the other a 30-day written notice to vacate. Failure by the Renter to give a written notice to terminate will result in forfeiture of any deposits and/or prepaid rent. The Renter agrees to give the Landlord written notice of all changes to his or her mailing address and telephone number. _____ INITIAL

F. It is agreed that the Landlord or his authorized representative have the right to access the storage unit if rent remains unpaid after the 10th day following the due date. _____ INITIAL

2. Default on Stored Property.

A. 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 the event of breach, it is agreed that the Landlord shall be entitled to enter on the 11th day after the rent is due and take possession of all stored property. Landlord shall then send the Renter by registered or certified mail a "Notice of Foreclosure and Sale", stipulating, among other things, a demand for payment of amounts due. A fee of \$25.00 will be charged for each notice sent to Renter; the first notice will be sent on the 21st day after the default date. _____ INITIAL

B. If full payment is not received by the 31st day after the default date and the Landlord estimates that the fair market value of the Renter's property is less than \$100.00, the Landlord will dispose of the Renter's property at his/her sole discretion. _____ INITIAL

C. In accordance with the Oregon Self Service Storage Facility Act, ORS 87.685-87.695, if Renter fails to pay accruing rent thirty (30) days after the rent becomes due and owing, Landlord may 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. _____ INITIAL

D. A \$135.00 Lien fee will be charged to accounts that are thirty one (31) days past due. A written Notice of Lien will be sent by certified mail, return receipt requested, to Renter's Last Known Address.

_____ INITIAL

E. In addition, upon default in payment of rent, Landlord may retain the property and refuse Renter access to the property until the rent and other charges and expenses are paid. _____ INITIAL

F. 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

G. 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 pay Landlord all expenses thereof, including reasonable attorney fees. _____ INITIAL

H. All uncollected rent and charges will be reported to Credit Bureau for collections.

_____ INITIAL

3. Use of Storage Unit.

A. Renter understands the Landlord is renting space for Renter's self- storage use and is not a Bailee or Warehouseman 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.

_____ INITIAL

B. It is specifically understood and agreed that Renter shall 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 toxic, corrosive, volatile, flammable, combustible material, explosives, poisonous substances, paint, batteries, tires, asbestos, chemicals, corrosives, pollutants. No items which would violate any law or invalidate any insurance policy or which would be hazardous to persons or property in the vicinity of the rented storage unit shall be stored in this space. The Renter agrees not to store perishable items, such as food; ABSOLUTELY NO FOOD. Painting or spraying flammable, corrosive, or toxic materials is prohibited. Units may be inspected for hazardous materials. _____ INITIAL

C. Renter agrees not to store items of sentimental value. 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, personal tax documents, etc. Landlord shall not be held liable in the event of any loss or damage to Renter's personal documents. _____ INITIAL

D. The Renter shall make no alterations to the walls, ceiling, or door of the storage unit and shall not penetrate the walls with any type of fasteners. The storage unit shall not be used as a workshop of any type, for the operation of a business or for rehearsing music. The use of any type of power tool, refrigerator or other electrical device is prohibited. _____ INITIAL

E. Neither the facility premises nor the storage unit are to be used for sleeping, consumption of alcohol or drugs, or any other recreational uses. Renter shall be on premises solely for purposes of use of storage unit for storage purposes including loading and unloading unit. Renters who require on premises use of storage unit in excess of 1 hour shall obtain prior consent of Landlord. _____ INITIAL

F. The trash containers/dumpsters on the property are for management use ONLY. The Renter will be charged a \$25.00 fee per incident for leaving unwanted item(s) inside unit (upon vacating unit), on the grounds, on or near the trash containers. _____ INITIAL

G. 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. _____ INITIAL

H. Pets are allowed on the premises ONLY if they remain inside your vehicle at all times. They are NOT allowed in the office, inside your unit or running loose. Violators may be asked to leave the premises immediately. _____ INITIAL

I. The Renter shall disclose to the Landlord the name(s) of any firm or individual who has any rights on property stored in the rented unit. _____ INITIAL

4. Right of Access.

A. Gate access hours are as described above. The gate will lock promptly at 9:00 pm. The Renter shall have the right to access to the rented storage until only during the hours between 7:00 am and 9:00 pm daily provided that Renter is in compliance with all terms and conditions regarding payment of rent. If Renter is in default, Renter will be denied access to the storage facility. The Renter agrees to provide one pad lock of sufficient size and strength to secure the unit door on the day of their storage unit rental and to keep the door locked at all times when not at the unit. If the Renter uses more than one lock to secure the unit Landlord may, at Renter's expense, remove the second lock. Landlord reserves the right to enter the leased unit, upon notifications to Renter, to conduct inspections or repairs. _____ INITIAL

B. In the event of a severe winter storm, i.e. ice and/or snow, the gates may be disabled. If this occurs, you will not be able to get into your unit. If the gates are working, but the streets are icy, you may enter at your own risk. If you fall, hit the building, hit another car or person, Landlord will be exempt from any responsibility. You will be fully responsible for any accident caused by you if you choose to enter the lot under severe weather conditions. _____ INITIAL

C. The Renter shall disclose to Landlord the name(s) of any firm or individual who the Renter requests Landlord to provide a right of access to the premises and the storage unit. This request shall be in writing. _____ INITIAL

5. Insurance and Responsibilities of Damage.

A. 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. Renter's personal property is not protected by any insurance held by Landlord. _____ INITIAL

B. The Renter agrees that it is their sole responsibility to obtain insurance on the property, including fire and extended coverage, being stored in the unit. The Renter agrees to defend, 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

6. Vacating Storage Unit.

A. 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, broom clean, 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 between the 1st day and the 10th day after their due date then rent will be prorated up to the 10th day. Vacating after the 10th day requires full month's rent. _____ INITIAL

B. All items must be removed when vacating unit(s). Rent and fees will be charged until such time Lessee 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 or 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 Renter's balance due for removal of Renter's items. _____ INITIAL

C. 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 by Renter will become null and void if Renter's lock is still secure on unit(s) on the date of expected vacancy. _____ INITIAL

D. All uncollected rent and charges will be reported to Credit Bureau for collections.
_____ INITIAL

7. **Change of Information.** Renter must notify Landlord, in writing, of any changes in address, telephone, contact information by certified mail, return receipt requested, postage prepaid, or in person at the office location of rental 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

8. **Administrative Fees, After Hours Fees and Returns.** The non-refundable Administrative fee indicated above is for establishing and maintaining the Renter's account. The gate access hours are listed above. The gate will lock promptly at 9 pm and the Renter will not be able to leave the facility using the access code. The Renter will need to contact the facility manager by telephone for gate access. This shall only be used to let the Renter off the property NOT for after hours access and the Renter will be charged a \$35.00 fee for each incident. A fee of \$25.00 will be charged for all checks returned for non-sufficient funds (NSF). Only prepaid rent that exceeds one month's rent will be refunded.
_____ INITIAL

9. **Entire and Sole Agreement Clause.** This rental agreement constitutes the sole and only agreement between the Renter and Landlord and supersedes any and all prior understanding either oral or written between the parties, No subsequent oral agreement between an employee of the Landlord and the Renter shall have any bearing whatsoever on this agreement. _____ INITIAL

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

Signature of Renter

Signature of Authorized Agent for Landlord