

YELM MHP & STORAGE

Rental Agreement

This rental agreement is executed in duplicate on the _____ day of _____ 20____ by and between Yelm MHP & Storage, 8915 Wilkensend Rd. SE, Yelm, WA 98597, (360) 458-1249 (Owner Agents) and _____ (“Occupant”) whose residence and alternative address are set forth below, for the purpose of leasing or renting certain space as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

It is agreed by and between Owner and Occupant as follows:

1. Description of premises. Owner leases to occupant and occupant leases from owner enclosed space No. _____. Approximately _____ (hereinafter the “Premises”) located at the above referenced address of Owner and included in a larger facility at such address containing similar leased real property and common areas for the use of occupant and other occupants (the entire Facility is hereinafter referred to as the {“Project”). Occupant has examined the premises and the project and, by placing his initials here _____, acknowledges and agrees that the premises and the common areas of the project are satisfactory for all purposes for which occupant shall use the premises or the common areas of the project. For the convenience and benefit of owner and all occupants of the project and to enable owner to offer this rental agreement to occupant on the terms and charges provided for in this rental agreement, occupant shall have access to the premises and common areas of the project only during such hours and days as are regularly posted at the project.
2. Term. The term of this rental agreement shall commence as of the date first above written and shall continue from the first day of the month immediately following on a month-to month occupancy until terminated.
3. Rent. Occupant shall pay the owner as a monthly rent without deduction, prior notice, or billing statement, the sum of \$____, plus additional monthly rent of \$_____, due pursuant to paragraph 11, per month in advance on the first day of each month. If the term of this rental agreement shall commence other than on the first day of the month, occupant shall owe a pro rata portion of the first month rent. However, occupant shall pay, in advance, at least one full month rent. Any rent paid in excess of that owed for the pro rata portion of the month in which this rental agreement begins shall be credited to rent payable for the month immediately following. Occupant understands and agrees that under no circumstances will occupant be entitled to a refund of the first month’s rent paid upon the execution of the rental agreement, and thereafter, if this rental agreement terminates other than on the last day of the month, occupant shall not be entitled to refund of pro rata portion of the rent for the month in which the termination occurred. The monthly rent may be adjusted by owner affected the month following written notice by owner to occupant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the first day of the month in which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this rental agreement and all other terms of this rental agreement shall remain in full force and effect.
4. Fees and Deposits
 - (A) All rent shall be paid in advance on the first day of each month and in event occupant shall fail to pay the rent due by the 5^h day of the month, occupant shall pay, in addition to any other amounts due, a late charge of \$25 dollars.

(B) If occupant is delinquent in the payment of rent or other charges due under this rental agreement for more than thirty (30) days, occupant shall pay a lien handling charge in the amount of \$50 for owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs.

5. Use of Premises and compliance of law.

(A) Under the Washington Self-Storage Facility Act (the "ACT"), occupant is required to disclose to the owner the name and address of each lienholder or secured party who has a lien or secured interest in any of the property that is or will be stored on the premises. Pursuant to the act, a space for this disclosure is set forth below. Notwithstanding and foregoing, occupant shall store only personal property that occupant owns and will not store property that is claimed by another or in which another has any right, title or interest. Occupant understands and agrees that owner need not be concerned with the kind, quantity or value of personal property or their goods stored by occupant in or about the premises pursuant to this rental agreement. Occupant shall not store any improperly packaged food or perishable good, flammable materials, explosives or their inherently dangerous material, nor perform any welding, on the premises or the project. Occupant shall not store any personal property on the premises, which would result in the violation of any law or regulation of any governmental authorities concerning the premises and its use; Occupant shall not permit any hazardous materials to be stored in the premises or the project. For purposes of the rental agreement, "hazardous materials" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to other occupants in the project. Occupants acknowledges and agrees that the premises and the project are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value too occupancy and records or receipts relating to the stored goods. Occupant agrees that value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the premises may be used for storage only, and the use of premises for the conduct of a business or the human animal habitation is specifically prohibited. By his initials here , occupant acknowledges that he has read and understands the provisions of the paragraph and agrees to comply with all its requirements.

6. Insurance. All property is stored by occupant at occupants sole risk insurance is occupants sole responsibility. Occupant must obtain insurance covering damage by fire, extended coverage perils, vandalism, burglary, rodents and all other risks of any nature, for the full value of occupants property. Occupant understands that owner will not insurance occupants property. Occupant may obtain insurance from the insurance company of occupant's choice. To the extent occupant does not obtain the required insurance coverage for the full value of the occupant's property stored in the enclose space and parking space, occupant agrees occupant will be "self-insured" (personally assume all risk of loss). Owner and owner agents, affiliates, and authorized representative and employees (owner agents) will not be responsible for, and the occupant hereby releases owner and owner agents from any responsibly for, any loss, liability, claim, expense damage to property or injury to persons ("loss) that would have been insured under the insurance required by this paragraph (including without limitation any loss arising from the active or passive acts, omission or negligence of owner and owner agents) (the "release claims"). Occupant waives any right of recovery against owner or owner agents for the release claims, and occupancy

expressly agrees that the carrier of any insurance obtained by occupant shall not be subrogated to any claim of occupancy against owner or owner agents. Although owner and owner agents may give insurance information to occupant, occupant understands that owner and owners agents are not an insurance company or insurance agents. Owner has not explained any coverage or assisted occupant in making any claim under any insurance policy. The provisions of this paragraph will not limit the rights of owner and owner's agents under paragraph 7. By placing his initials here [REDACTED], occupant acknowledges that he understands the provisions of this paragraph and agrees to comply with its requirements and the insurance is occupant's sole responsibility.

7. Limitation of owners liability; Indemnity. Owner and owner agents will have no responsibility to occupancy or to any other person for any loss, liability, claim, expense, damage to property or injury to persons ("loss) from any cause, including without limitation, owners and owners agents active or passive acts, omissions, negligence or conversion, unless the loss is directly caused by owners fraud, willful injury or willful violation of law. Occupant shall indemnify and hold owner and owners agents harmless from any loss incurred by owner and owners agents in any way arising out of occupant's use of the premises or the project. By placing his initials here [REDACTED], occupant acknowledges that he understands and agrees to the provisions of this paragraph.
8. Owners Lien. The property that is or will be stored on the premises will be subject to a claim of lien in favor of owner. The property may be sold by owner to satisfy the lien if the rent or other charges due under this rental agreement remain unpaid for fourteen consecutive days, or it may be disposed of in another manner if it is less than \$300.00 in value, and such actions are authorized by the Washington Self-Serve Storage Facility Act ("The Act"). Under the act, owner may place its lock on the premises without further notice and deny occupancy access when any part of the rent or other charges due hereunder remain unpaid for six (6) consecutive days, by placing his initials here [REDACTED], occupant acknowledges that he has read, understands and agrees to the provisions of this paragraph.
9. Alternative Address. Occupant is requested to provide in the space below the name and address of another person to whom owner may send a preliminary lien and subsequent notices required to be given under the Washington Self-Service Storage Facility Act.
[REDACTED]
10. Entire Agreement. This rental agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understand with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not full set forth herein and no representative of owner or owner agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This rental agreement may only be amended by a writing signed by the parties.
11. Alterations. Occupant shall not make or allow any alterations of any kind or description whatsoever to the premises without, in each instance, the prior written consent of the owner.
12. Lock. Occupant shall provide, at occupant's own expense, a lock for the premises which occupant, in his sole discretion, deems sufficient to secure the premises. Occupant shall not provide owner or owner's agent with a key and/or combination to occupant's lock.
13. Right to enter, inspect and repair premises. Occupant shall grant owner, owner's agents or the representatives of any governmental authority, including police, and fire officials access to the premises upon three (3) days prior written notice to occupant for purposes of inspections and alterations to the premises, for purposes of inspecting occupant's personal property to determine whether property limited or restricted by the terms of this rental agreement is improperly located on the premises. And for the purpose of determine if the occupant has abandoned the premises. In

the event occupant does not grant access the premises as required or in the event of any emergency upon default of any of the occupants obligations under this rental agreements, owner, owners agents or the representatives of any governmental authority shall have the right to remove occupancy lock and enter the premises for the purpose of examining the premises or for the purpose of making repairs or alterations to the premises and taking such other action may be necessary of appropriate to preserve the premise, or to comply with applicable law or enforce any of owners rights. In the event of any damage or injury to the premises or the project arising form the active or passive acts, omissions negligence of occupants all expenses reasonably incurred by owner to repair or restore the premises or project shall be paid by occupant as additional rent and shall be due upon demand by owner.

14. No warranties. Owner hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the premises and the project and occupancy hereby acknowledges as provided by paragraph 1 above, that the occupant has inspected the premises and the project and agrees that owner does not represent or guarantee the safety of security of the premises or the project or of any of the property stored therein, and this rental agreement does not create any contractual duty for owner to create or maintain such safety or security.
15. Termination and default. Owner may terminate this rental agreement at the expiration of any term by giving written notice to occupant by certified or registered mail not less than seven (7) days before expiration of term. For month-to-month occupancies, Owner may terminate the rental agreement as of the last day of the calendar month (excluding any partial calendar month during which this rental agreement commences) by giving written notice to occupant not less than seven (7) days before the end of such month. Further this rental agreement may, at the option of owner, be terminate upon for any default by occupant under the terms of this rental agreement of the abandonment of the premises by occupant. Occupant may terminate this at any time by giving two (2) days oral or written notice to owner. If occupant defaults on any of its obligations under this rental agreements, owner may pursue any remedies available under applicable law of this rental agreement. Owner's decision to pursue one remedy shall not prevent owner from pursuing other available remedies.
16. Condition of premises upon termination. Upon termination of this rental agreement, occupancy shall remove all occupants personal property from the premises unless such property is subject to owners lien rights, pursuant to paragraph 8, and shall immediately deliver possession of the premises to owner in the same condition as delivered to occupant on the commencement date of this rental agreement, reasonable wear and tear accepted.
17. Notices. Except as otherwise expressly provided in this rental agreement, any written notices or demands required or permitted to be given under the terms of this rental agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon full prepaid and addressed to the party so to be served at the address of such party provided for in this rental agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personal delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail. Wither postage thereon fully prepaid and addressed in accordance with the provisions hereof.
18. Notification of change of address. In the event occupant shall change occupants place of residence or alternative address from the places herein below set forth, occupant shall give owner written notice of any such change within ten (10) days of the change, specifying occupants current residence and alternative address and telephone numbers.

19. Assignment. Occupant shall not assigned or sublease the premises or any portion thereof without in each instance the prior written consent of occupant and, after such assignment or transfer, owner shall be released from all obligations under this rental agreement occurring after such assignment or transfer.
20. Succession. All of the provisions of this rental agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
21. Construction. This rental agreement shall be governed and construed in accordance with the laws of the State of Washington. Whenever possible, each provision of this rental agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this rental agreement shall be invalid or prohibited under such law, such provision shall be ineffective only the other extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this rental agreement.
22. Time. Time is of the essence of this rental agreement.
23. Rules and regulations. The rules and regulations posed in a conspicuous place at the project are made as part of this rental agreements and occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the premises, project and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the project they shall become a part of the rental agreement.

In witness whereof, the parties hereto have executed this rental agreement the day and year first above written.

Name and address of lienholders or secured parties and description of property encumbered:

Owner: Yelm MHP & Storage

Prepared By:

Breanne Smith, Managing Member

Authorized for Access _____, Occupants Initials

Alternative Contact: _____

Alternative Address: _____

Alternative Telephone Number: _____

Occupant signature: _____

Print Name: _____

Address: _____

Phone: _____

End of Rental Agreement

Make Checks Payable to: Yelm MHP & Storage

Mailing Address: PO BOX 54, North Bend, WA 98045
