

# **MCKAY RV STORAGE**

## **GENERAL TERMS OF RENTAL AGREEMENT**

Hereafter *McKay RV Storage*, shall be known as owner, and the renter will be referred to as occupant or tenant.

- 1) RENTAL PERIOD/TERM: This rental agreement shall commence on the day the rental agreement is signed and shall continue until terminated in the manner provided below. Rental period is monthly. Six months is the minimum rental period.
- 2) BILLING AND DUE DATE: First and last month rent is due upon signing, also known as Deposit. Rental for the month this agreement is signed shall be prorated between the signature date and end of the month, and shall be paid in full on signing the agreement. Thereafter, rental shall be payable in *advance*, due on the first day of each month. Monthly billings will be sent out on or near the 20th of each month. Initial renting after the 20th day of the month will require the signature months prorated rent and the full months rent for the following month, plus the last month rent **A \$10.00 LATE FEE WILL BE CHARGED TO YOUR ACCOUNT ON THE ELEVENTH (11TH) DAY OF THE MONTH IF YOUR RENT HAS NOT BEEN PAID. \$10.00 LATE FEE WILL BE CHARGED FOR EACH PERIOD (30 DAYS) THAT YOUR RENT IS LATE.**
- 3) TERMINATION: Either party may terminate this rental agreement **by giving not less than 30 days written notice.** The foregoing provisions shall not limit the right of Owner to terminate this rental agreement on another date in the event of default by tenant.
- 4) RENT REFUNDS/DEPOSIT: No rent or fee refund will be granted during the first rental period, of 180 days. Rental refunds will only be given if the tenant has given 30 day notice in writing. The deposit may be used as last month rent if 30 days notice is given.

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- 5) USE: The spaces are to be used to store RV's, trailers, campers, boats, tractors, and like vehicles. It is not to be used as a storage space for miscellaneous items such as boxes, lockers, lawn mowers, bikes, furniture and other household/garage items. No disabled vehicles will be allowed unless written permission is obtained from the owners. The space shall not be used for unlawful purposes and will be kept in good condition. No property shall be stored in the unit unless the Occupant has a legal right to possess that property. The Occupant shall not store in the unit any items the storage of which would violate any law, or any order or requirement imposed by the Board of Health, Sanitary and Police Department or other governmental agency. Nor shall the Occupant cause to be done any act which creates or may create a nuisance in or on the premises during the rental period.
- 6) PROHIBITIONS: The Occupant shall not use the unit for residential purposes, for practicing or rehearsing music, for a workshop of any type, or the operation of a business. The storage or use of flammable, explosive, toxic or any other inherently dangerous or hazardous material in the unit is prohibited, except for materials normally associated with the use and operations of RV's and other like vehicles. (Such as propane in the tank, or gasoline or diesel in the vehicles normal storage tanks). **OCCUPANT IS PROHIBITED FROM SMOKING IN THE FACILITY AT ALL TIMES.**
- 7) ASSIGNMENT AND SUBLETTING: The Occupant may not assign or sublet this rental agreement or any part or interest herein without prior written consent of the owner.
- 8) ACCESS: The Occupant shall have access to the space, **PROVIDED THE OCCUPANT IS NOT IN DEFAULT UNDER THIS RENTAL AGREEMENT.**
- 9) INSURANCE AND RESPONSIBILITY FOR DAMAGES: The Occupant shall obtain and maintain during the course of this rental agreement sufficient insurance for fire and property damage to protect the property (vehicles) stored in this space. The Occupant acknowledges that the Owner carries no insurance which in any way covers any loss whatsoever that the Occupant may suffer in the unit or on the premises. The occupant waives the right of subrogation against the Owner. The Owner shall not be liable for personal injuries or other property damage or loss from theft, vandalism, fire, pests, water, hurricane, rain, explosion, flood, or any other causes whatsoever. The Owner shall not be liable to the Occupant or Occupant's invitees, family employees, agents, servants, or anyone else associated to Occupant for any personal injury or

damage to personal property caused by any negligent act of any other person on said premises. The Occupant hereby agrees to indemnify and hold harmless the owner from and against any and all claims for damages of property or personal injury and costs, including attorney fees, arising from the Occupants use of the unit or premises.

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10) The Occupant understands that this is a self-storage facility and the Owner is a landlord renting space, not a warehouseman, and does not take custody of Occupants property. The Owner is not responsible for loss or damage to Occupants' property and does not provide insurance on Occupants property. Occupant can be held liable for damage caused by Occupants negligence or any accident or incident caused by Tenants' stored vehicle.

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11) DEFAULT, OWNERS REMEDIES AND LIEN: Time is of the essence in the performance of this agreement and in the payment of all rents and charges herein. If the Occupant fails to pay rent or any fee within ten (10) days after it is due, the Occupant shall be conclusively deemed in default in the performance of this agreement and shall be assessed late fees for each period of delinquency until Lien Sale. In addition to such liens and remedies provided by law, the Owner is hereby given a lien upon the Occupants property now or at any time hereafter stored in the space to secure the timely performance of this rental agreement by the Occupant and to secure the payment of all rents, charges and costs incident to the Occupants default, including attorney's fees. In case of the Occupant's default, the Owner, at its option may (a) terminate this agreement, (b) deny the Occupant access to the unit, and (c) may foreclose its landlord's lien pursuant to the provisions of the Oregon Revised Statutes.

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12) ABANDONMENT: If the Owner reasonably determines that the Occupant has abandoned the space, at the Owners option the space and any personal property located in the space shall be deemed abandoned and this rental agreement terminated. In the event of abandonment and termination of the rental agreement Owner may dispose of personal property in accord with the provisions of the Oregon Revised Statutes.

13) CONDITION OF THE UNIT AND DISCLAIMER OF WARRANTIES: Occupant acknowledges that it has inspected the space. Owner disclaims any implied or express warranties, guarantees, or representations as to the nature, condition, safety, security, of the space or the building in which it is located.

14) CONDITION UPON ABANDONMENT: Upon termination of this rental agreement, Occupant shall remove all Occupant's personal property from the unit and shall immediately deliver possession of the unit to the owner in the same condition as delivered to the Occupant on the commencement date of this rental agreement, ordinary wear and tear excepted.

15) VACATE PROCEDURE: Occupant shall, at the time the unit is vacated, notify owner and shall at that time submit the space for inspection by Owner, its agent, or representative. Owner may assess any fees if damages or vandalism has occurred during the Occupant's use of the space. Occupant also agrees to pay all back rent and fees owed if any exist, and shall receive a receipt acknowledging payment in full of all sums due Owner. **ONLY THIS FINAL RECEIPT CONSTITUTES LEGAL TERMINATION OF THIS RENTAL AGREEMENT.**

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16) NOTICES: Except as otherwise expressly provided in this rental agreement, or as otherwise provided by the Oregon Revised Statutes, any written notices or demands required or permitted to be given under 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 fully prepaid and addressed to the party so to be served at the legal address of such party provided for in the rental agreement. Personal service of any such notice or demand shall be deemed complete on the date delivered, or if mailed, shall be deemed complete on the date of deposit in the United States mail with postage thereon fully paid and addressed in accordance with the provisions hereof. **IF OCCUPANT CHANGES ITS ADDRESS IT SHALL GIVE OWNER WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING OCCUPANTS NEW CURRENT ADDRESS AND TELEPHONE NUMBER.**

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