

STORAGE RENTAL AGREEMENT

DATE: _____, 20_____ RENTAL SPACE: _____
GATE CODE: _____
Delta Waters RV Storage
1862 Delta Waters Rd.
Medford, Oregon
541-500-8860

OCCUPANT:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No: _____

Email Address: _____

Vehicle/RV/Stored Property Description: _____
. The stored property includes all personal property within the described Vehicle/RV/Stored Property.

License Plate No: _____ VIN _____

Monthly Rent: \$ _____ Initial Payment Received: \$ _____ cash or
check (circle one). Rent for a partial month is pro-rated on a daily basis.

Next Monthly Rental Payment Due: _____

**IMPORTANT: MONTHLY RENT IS REQUIRED TO BE PAID IN ADVANCE, ON OR
BEFORE THE FIRST DAY OF EACH MONTH.**

This agreement is for leasing the space described above to the Occupant for the purpose of storing only the
above described property and expressly incorporates all Terms and Conditions stated above and contained
below and on the following pages. By signing this Rental Agreement, the undersigned acknowledges
having read the Terms and Conditions herein contained and agrees to be contractually bound thereby.

**OWNER DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE,
TO ANY PERSONAL PROPERTY OWNED BY THE OCCUPANT AND STORED ON THE
PREMISES.**

Occupant:

Printed Name

Signature

Owner:
Delta Waters RV Storage

By: _____
Andrew Huycke, Manager

TERMS AND CONDITIONS

Monthly Rent: Monthly rent as identified above is payable in advance on or before the 1st day of each calendar month at the address of the rental space or at the address of the Owner as set forth above. Owner does not invoice or send out billings for monthly rent.

Late Fees; Service Charges: If monthly rent which is not received by Owner by the 10th day of the month, Occupant shall pay a late fee of Twenty and No/100 (\$20.00), and Owner may disable the gate access code that allows Occupant access to the rented space. In the event any check tendered for payment to Owner is returned after deposit unpaid by the bank upon which it is drawn, a return check fee of Twenty and No/100 Dollars (\$20.00) will be charged. In the event of a late payment, returned check or other default, Owner reserves the right to require all late payments, fees and future monthly payments to be made in cash or by certified or cashier's check.

Use of Premises: Occupant's use of the rented space is for purposes of storage of the above described personal property storage. Occupant shall have access to the rented space only during normal business hours as posted by Owner, from time to time. Occupant must check-in with Owner's manager before entering the premises and must show reasonable identification, as requested by the manager. Occupant may not store on the premises any items which would be injurious to the premises or which would be, in any way, dangerous to persons or property in or around the premises. Except for fuel and oils in the motors and fuel tanks of motor vehicles and other recreational vehicles, no explosives or highly flammable materials may be stored on the premises, and the storage of any materials which are defined as toxic or hazardous under any federal, state, or local law or ordinance is expressly prohibited. Occupant may conduct no business activity upon the premises and may use the common grounds solely for the purpose of coming and going to store or remove the above personal property. Occupant may not obstruct other traffic or block access by other tenants to the premises or stored property. The stored property must be stored within the rented space. Occupant understands that rented spaces are not heated or cooled.

Care of Rented Space: Occupant shall keep the rented space in good condition and repair, subject only to reasonable wear and tear, clean and free of refuse and debris. Occupant may not make any alterations to the rented space without the prior written consent of Owner. Occupant shall not affix anything to the rented spaces or use nails, screws, etc., in the rented spaces. Occupant has accepted the rented space in its AS IS condition. Occupant shall not place more than one lock on the rented space or stored property. In the event Occupant elects to place a lock upon any enclosure of the rented space or stored property, Occupant must provide Owner with a key or combination to Occupant's. Owner has the right to enter the rented space at reasonable times to inspect the rented space.

Indemnity: Occupant expressly agrees to indemnify and hold Owner harmless from and against all claims, demands, damages, liabilities and obligations, including attorney's fees and costs of defense, arising from Occupant's violation of the provisions of the agreement or from the activities of Occupant or Occupant's agents, guests and invitees on Owner's property.

Insurance: OWNER DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE, TO ANY PERSONAL PROPERTY OWNED BY THE OCCUPANT AND STORED ON THE PREMISES. If insurance coverage is desired for Occupant's personal property stored on the premises, Occupant must independently obtain such coverage, at Occupant's expense, from Occupant's own insurer. Owner shall have no liability for any loss or damage to any property of Occupant stored on the premises, or otherwise, caused by acts of third parties, by any forces of nature, or otherwise.

Default: In the event Occupant fails to pay monthly rent or any other charge or fee due hereunder on or before the 10th day of the month for which it is due, or in the event Occupant fails to perform any other provision of this Rental Agreement within 10 days after written notice of such failure, Owner may elect to pursue one or more of the following legal remedies:

- A. Claim for money damages for unpaid monthly rental and additional fees and charges.
- B. Judicial action to require removal of the stored property.
- C. Foreclosure of Owner's possessory lien against the stored personal property pursuant of ORS 87.687.

D. Any other remedies available under Oregon law.

Except to extent limited by law, Owner may simultaneously pursue any of the above-referenced remedies. Upon Owner=s commencement of legal proceedings against Occupant, any cure tendered by Occupant shall include all monthly rental arrearages and other charges and fees accrued and reimbursement of all expenses and attorney=s fees reasonably incurred by Owner in the enforcement of the legal remedies identified above.

Lien: In accordance with Oregon law, the owner of a self-service storage facility has a lien upon all personal property, whether or not owned by the occupant, that is located in a specified storage space rented by an occupant at the property to secure payment for rent, reasonable or agreed charges for labor, materials or other services provided by the owner at the request of the occupant, expenses necessarily incurred in preserving the personal property and expenses reasonably incurred in the sale or other disposition of the personal property. The owner may retain the personal property until the rent and other charges and expenses are paid. The lien attaches to personal property of an occupant at the time at which the personal property is stored at the property.

Expiration of Term: This Rental Agreement is designated as a month-to-month agreement, and either Owner or Occupant may terminate the Agreement by providing to the other party not less than thirty (30) days advance written notice of termination. Termination may only occur effective as of the last day of any month. Owner shall have no obligation to provide any prorated rent refunds in the event the premises are vacated by Occupant prior to the end of the any month for which the rental payment has been paid. This Rental Agreement shall automatically terminate in the event of Occupant=s default in payment hereunder, subject only to reinstatement upon tender by Occupant and acceptance by Owner of a complete cure of any such default.

Exclusion of Warranties: Owner=s agents and employees are not authorized to make warranties about the rented space or property. Oral statements given by Owner, Owner=s agents or employees, are not warranties. No such oral statements are a part of this Agreement. The entire Agreement and contractual undertaking between the parties is contained in this written Agreement. Any implied warranties of merchantability or fitness for a particular purpose, and all other warranties, expressed or implied, are excluded from this transaction, and do not apply to the rented space or the premises.

Miscellaneous: Occupant may not assign this Rental Agreement or sublet the rented space. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence, and any unused rent will be refunded. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court. Time is of the essence for each and every provision of this Agreement. No waiver by Owner of any failure or refusal to comply with the obligations of this Agreement on any one occasion shall be deemed a waiver of any other subsequent failure or refusal to so comply.

THIS IS A LEGAL DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND IT, SEEK COMPETENT ADVICE.