

Rental Agreement- Storage Units

Anytime Self Storage

<site Street Address>
<site City, State ZIP>
<site Phone #>

For mailed rent payments, send to:
<site Name>
<Site Mailing Address>
<Site City, State ZIP>

DATE LEASED: _____ UNIT #: _____ RENT RATE: \$ _____ SECURITY DEPOSIT: \$ _____

TENANT: _____ TELEPHONE: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

EMAIL ADDRESS: _____

Gate Code: _____

AGREEMENT:

- LEASE TERM:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Unit specified above (the "Unit") on a month-to-month basis. Either party shall have the right to terminate this lease upon 30 days' written notice to the other party; provided that Landlord may terminate this lease in accordance with paragraph 11 below following a default by Tenant of any of Tenant's obligations hereunder. If, for any reason at the time of move-in, Tenant occupies a unit other than the Unit specified above, Tenant acknowledges and agrees that Landlord may (a) cut or otherwise remove any lock on the occupied unit and replace it with a new lock at Tenant's sole cost and expense, (b) charge a unit change fee in the amount necessary to cover Landlord's costs relating to the unit change, and (c) amend this lease as necessary in Landlord's sole discretion to account for the unit that Tenant is actually occupying and renting.
- RENT:** Tenant shall pay the above monthly rent in full on or before the first day of each month. THERE SHALL BE NO RENT REFUND ON A PARTIAL MONTH. A \$25 charge will be assessed on all returned checks. After one bad check, Tenant must use cash or money order. Tenant may pay rent and other charges via credit card by calling Landlord's office at the above-stated phone number. Tenant acknowledges and agrees that Landlord shall have no obligation to accept or return any calls, and failure to reach Landlord via telephone prior to expiration of the due date shall NOT relieve Tenant of the obligation to pay rent or other charges in a timely manner in accordance with this lease. At Tenant's written request, Landlord will keep Tenant's credit card information on file and charge Tenant's credit card on the first business day of each month for that month's rent. If Tenant's card is not accepted for any reason, Landlord will send one notice that a different payment method is necessary via email to Tenant's email address set forth above. Tenant acknowledges and agrees that Tenant's failure to review Landlord's email notice for any reason shall NOT relieve Tenant of the obligation to pay rent or other charges in a timely manner in accordance with this lease.
- SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a sum set forth above at the commencement of this lease, as a security deposit for the performance of all of Tenant's covenants hereunder. Landlord may spend as much of this security deposit as is necessary to restore the Unit to the condition required by the terms of this lease or to satisfy any payment obligations of Tenant under this lease. Upon written notice from Landlord, Tenant shall promptly replenish any portion of the security deposit used by Landlord for any purposes permitted hereunder. TO OBTAIN A REFUND OF THE UNUSED BALANCE OF THE SECURITY DEPOSIT, TENANT MUST MAKE A WRITTEN REQUEST TO LANDLORD ON OR BEFORE THE LAST DAY OF THE LEASE TERM. If Tenant fails to make said written request in a timely manner, Tenant acknowledges and agrees that Tenant has no right to receive any portion of the security deposit and it shall be Landlord's property. TENANT MAY NOT APPLY THE SECURITY DEPOSIT TO THE FINAL MONTH'S RENT.
- REPAIR AND MAINTENANCE OF UNIT:** Tenant covenants at its sole cost and expense to maintain and, at the expiration of the term hereof, to surrender the Unit broom-clean and in good and tenable repair, order and condition, reasonable wear-and-tear expected. Tenant will promptly make all necessary repairs to the Unit, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen. The term "repairs" shall include replacements when necessary. Tenant shall not make any improvements or install any fixtures in or on the Unit without the prior written consent of Landlord. If Tenant is permitted to install any improvements or fixtures, Tenant, at Landlord's option, shall remove the same at the termination of this lease, and at its own expense, repair any damage to the Unit resulting from the installation or removal. At Landlord's option, the interest of Tenant in any improvement or fixture not removed shall vest in Landlord. Tenant shall not suffer or permit any lien to attach to the Unit or the premises at any time during the lease term. Tenant is solely responsible for the removal of snow and ice that may prevent access to the Unit, or block drainage on property during the winter.
- USE OF THE UNIT:** Tenant will comply with all applicable laws, ordinances, rules, and regulations of all governmental authorities with jurisdiction over Tenant, Tenant's property, and/or the Unit, including, but not limited to, local fire codes, occupancy codes, and environmental laws and regulations. Tenant hereby agrees that: (a) the Unit will only be used for storage of personal property; (b) the Unit will not be used for any unlawful purpose; and (c) the Unit will not be used to store explosives, highly flammable materials, or Hazardous Materials (defined below) of any nature. "Hazardous Materials" means any chemical, material, or substance defined as or included in the definition of "hazardous substances, hazardous waste, hazardous materials, extremely hazardous waste, restrictive hazardous waste, or toxic substances," respectively, or words of similar import under any applicable federal, state, or local law, ordinance, statute, rule, or regulation. Tenant hereby acknowledges and agrees that the Unit is not designed or fit for any

purpose except for the storage of personal property, and that the Oregon Residential Landlord Tenant Act shall not apply to this lease or to Tenant's use of the Unit.

6. **NON-LIABILITY OF LANDLORD:** Tenant acknowledges and agrees that:
 - a. STORAGE OF ANY AND ALL PROPERTY WITHIN THE STALL SHALL BE AT TENANT'S SOLE RISK AND NO BAILMENT IS CREATED HEREUNDER. IT IS HEREBY UNDERSTOOD BY TENANT THAT LANDLORD DOES NOT TAKE CUSTODY, CONTROL, POSSESSION OR DOMINION OVER THE CONTENTS OF THE UNIT AND DOES NOT AGREE TO PROVIDE PROTECTION FOR THE PREMISES, UNIT OR CONTENTS.
 - b. Tenant shall have no claim against Landlord and Landlord shall have no liability for any loss of or damage to Tenant's property resulting from fire, explosion, vandalism, water damage, theft, or any other cause, regardless of whether such loss of damage may be caused or contributed to by the negligence of Landlord, its agents or employees.
 - c. Landlord shall have no liability to Tenant, or Tenant's invitees, for any injury to Tenant or others caused by any existing conditions near or about the Unit or the premises or resulting from the activities of the Tenant.
7. **INSURANCE:** Landlord maintains insurance on the entire building structure, but said insurance does not provide for coverage of property belonging to Tenant. If Tenant wishes to have Tenant's property covered by insurance, Tenant must apply for separate coverage.

Tenant Initials: _____

8. **INSPECTION; LOCK REPLACEMENT:** Tenant acknowledges and agrees that Landlord, and any authorized representative of Landlord, have the right to enter the Unit at any reasonable time (and to cut or otherwise remove any lock on the Unit which Landlord must remove in order to make such entry, so long as Landlord bears the expense of replacing such lock after such entry) for the purpose of (a) inspecting the Unit, (b) making any necessary repairs to the Unit and (c) exhibiting the Unit to any prospective purchaser, mortgagee, or tenant. Tenant further acknowledges and agrees that Landlord may cut or otherwise remove any improperly installed lock on the Unit and replace it with a new lock at Tenant's sole cost and expense. In such case, Landlord will mail a key to the replacement lock to Tenant at the address set forth above.
9. **INDEMNIFICATION OF LANDLORD:** Tenant agrees to indemnify, defend, and hold Landlord and its members and agents, and the holder of any mortgage on the premises, harmless for, from and against any and all claims and liabilities, including attorney fees and court costs, arising from, or in any way relating to, Tenant's use of the Unit and Tenant's property located therein. Tenant further agrees to indemnify and hold Landlord and its members and agents, and the holder of any mortgage on the premises, harmless for, from and against all costs, including attorney fees and court costs, incurred in the cleanup and restoration of the premises resulting from (a) any Hazardous Materials brought onto the premises by Tenant or its agents or invitees, and any contamination by Hazardous Materials that results, directly or indirectly, from the use of the Unit by Tenant; and (b) any and all claims for liability, loss, damages, or expenses, including attorney fees and court costs, suffered by Landlord in connection with the existence of Hazardous Materials in the Unit, including in the soil or groundwater underlying or adjacent to the Unit and in the water, sewage, and drainage systems connected to and within the premises, to the extent that such Hazardous Materials were deposited, discharged, or stored on or about the premises by Tenant or its agents or invitees.
10. **LANDLORD'S LIEN:** For valuable consideration and as security for the payment of rental and other payments required to be made by Tenant and the obligations to be performed by Tenant under this lease, Tenant hereby grants to Landlord a security interest in all goods and property now or hereafter located in the Unit during the term of this lease and all renewals and extensions thereof (the "Collateral"). This security agreement shall also cover the proceeds of the above-described Collateral. In addition to any other remedy of Landlord herein, upon default by Tenant in the payment of rent or other payments required to be made or upon default in the performance of any of the obligations, covenants, or other agreements of Tenant contained or referred to in this lease, Landlord shall have the remedies of a secured party including, without limitation, the right to foreclose by sale the landlord's lien created hereunder in accordance with the Oregon Self-Service Storage Act (the "Act").
11. **DEFAULT AND REMEDY:** Landlord will have, in addition to all those remedies specified in this lease and provided by law and in equity without waiving any thereof, the following remedies: (a) the right to collect an additional \$5 per month as a late charge for each month that Tenant fails to pay the rent within five (5) days after it is due; and (b) the right to terminate this lease and overlock and take possession of the Unit and its contents (collectively, "Re-entry" or to "Re-enter"), in the event that: (i) Tenant fails to pay rent within ten (10) days after it is due, or (ii) Tenant fails to comply with any other obligation of this lease within 10 days after receipt of written notice from Landlord specifying the failure (except in the case of emergency involving manifest danger to person(s) or property, in which event Landlord will be required to give only such notice as is reasonable under the circumstances). If Landlord terminates this lease and Re-enters, then upon reasonable notice to Tenant of the time and place, Landlord may sell the contents of the Unit at either a public or private sale. The proceeds of any sale will be applied first to the expenses of sale, then to Landlord's attorney fees and court costs, then to delinquent rentals and other amounts due under this lease, and the balance remaining together with any unsold property, if any, to be held by Landlord until demand by Tenant in accordance with the Act. Such Re-entry will not bar the right of recovery of rent or damages for breach of covenants, nor will the receipt of rent after a default be deemed a waiver of forfeiture. Following Tenant's failure to pay rent, it will not be necessary for Landlord to give notice of default or to make demand for rent in order for Landlord to terminate and Re-enter, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same. Landlord will not be required to accept any sublessee offered by Tenant or to mitigate Landlord's damages. To reinstate this lease after default, Tenant will be required to pay all amounts due under this lease, a \$20 double lock/notice fee, a \$25 foreclosure processing fee, and all reasonable costs including publication costs, attorney fees and expenses that may be incurred by Landlord in enforcing this lease. Tenant's right to reinstate will be in the sole discretion of Landlord. Nothing herein limits or prejudices the right of Landlord to provide for and obtain as damages by reason

of any termination of this lease or of Re-entry an amount equal to the maximum allowed by any statute or rule of law in effect at the time such termination or Re-entry takes place, whether or not the amount be greater, equal to or less than the amount of the damages which Landlord may elect to receive under any provision of the lease.

12. **ASSIGNMENTS:** The interest of Tenant in this lease may not be sublet, assigned or otherwise transferred in whole or in part by Tenant, or by operation by law without the prior written approval of Landlord. Any assignment, subletting or other transfer without such approval shall be null and void and, at the option of the Landlord, constitute a default under this lease.
13. **CONDITION OF UNIT:** Tenant is fully familiar with the physical condition of the Unit and accepts it "AS IS". Landlord has made no representations or warranties, express or implied, of any nature whatsoever in connection with the condition of the Unit, and Landlord shall not be liable for any latent or patent defects therein.
14. **NOTICE:** Notices to be given under this lease shall be in writing and shall be effective (a) three (3) days after being deposited in the United States mail, postage prepaid certified mail to the address of the party as stated at the beginning of this lease or (b) for notices to Tenant, upon receipt if sent via email to Tenant's email address stated above. IT SHALL BE THE RESPONSIBILITY OF TENANT TO KEEP LANDLORD INFORMED OF ANY CHANGES TO ITS MAILING ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS.
15. **SUBORDINATION:** This lease shall be subordinate to the lien of any mortgage, mortgages or deeds of trust now or hereafter existing against the Unit or the premises or any part or parts thereof and to all deeds, renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or hereafter to be made upon the security thereof. Landlord is irrevocably appointed an authorized agent and attorney-in-fact of Tenant to execute any requisite subordination instruments in the event Tenant fails to execute said instruments within five (5) days after notice from Landlord demanding their execution.
16. **ABANDONMENT:** If in the opinion of Landlord, Tenant vacates or abandons the Unit, its rights to the possession of the Unit shall terminate, but the lease shall terminate only if Landlord so elects.
17. **VACATION OF UNIT; HOLDOVER:** On or before the lease termination date, Tenant shall: (a) remove its personal property from the Unit, (b) clean and repair the Unit in accordance with Section 4, and (c) remove the lock from the Unit. If Tenant fails to surrender the Unit and remove all its personal property in accordance herewith, Landlord may either: (a) recognize Tenant as a month-to-month tenant at sufferance, and such tenancy will be subject to all terms of this Lease, except that Rent will be 150 percent of the Rent for the last month being charged; or (b) evict Tenant from the Unit and recover all damages resulting from Tenant's wrongful holdover.
18. **WAIVER OF SUBROGATION:** Tenant, on behalf of itself and its insurers, hereby waives any right of subrogation against Landlord with respect to any insurance policy relating to the Unit or the premises.
19. **COUNTERCLAIMS BY TENANT:** If Landlord commences any proceeding for nonpayment of any form of rent, Tenant will not interpose any counterclaim of any nature or description in such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in a separate action brought by Tenant. The covenants to pay rent and other amounts hereunder are independent covenants and Tenant shall have no right to hold back, offset or fail to pay any such amounts for default by Landlord or for any reason whatsoever.
20. **MISCELLANEOUS:** If any term of provision of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence of this lease. The captions of this lease are for convenience only and shall in no way affect the construction of the terms of this lease. This lease will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.
21. **ATTORNEY'S FEES:** If Tenant defaults under any term contained herein, tenant will pay on demand any and all expenses, including reasonable attorney fees, incurred or paid by Landlord without suit or action in attempting to enforce this lease. If an action, including arbitration, is instituted to enforce this lease, the prevailing party will be entitled to recover, at trial or on appeal, or in any bankruptcy proceeding, any sums that the court or arbitrator may judge reasonable as attorney fees, in addition to costs and necessary disbursements.
22. **NONRECOURSE:** The obligations under this lease do not constitute any personal obligation of landlord or any of landlord's members or agents, and tenant has no recourse against any of them. Landlord's liability under this lease is strictly limited to whatever interest it holds in the storage facility, subject and subordinate to any rights of any lenders or secured creditors of landlord.
23. **ENTIRE AGREEMENT:** This lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

By checking the box below, I am acknowledging that I have read and understand the terms and conditions contained in this lease and I am agreeing to be bound by them, effective as of the date first set forth above. I understand that transactions and/or signatures in records may not be denied legal effect because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

OWNER:

CREATIVE REAL ESTATE SOLUTIONS, LLC,
an Oregon limited liability company

By: _____

Name (print): _____

TENANT:

By: _____

Name (print): _____