

AXESS Storage South

RENTAL AGREEMENT

Unit # _____

Amount per month: \$ _____

1306 S. Mountain View • Moscow, Idaho 83843 • (208) 882-8391

Mail Checks to: Welcome Home Property Management • P.O. Box 8608, Moscow, ID 83843

Name _____ Date: _____
(last) (first) (middle initial)Local Address _____
(city) (state) (zip)Permanent Address _____
(city) (state) (zip)

Phone () _____ Work Phone () _____

Occupation/Business _____ Drivers License _____

E-Mail _____

Other authorized entrance to unit _____

RENT IS DUE ON THE 1ST OF EACH MONTH. A BILL NOT BE SENT TO YOU.

The first month is pro-rated. A deposit of last month's rent is due when accepting unit. The last month is not prorated.

I, _____ (Tenant) hereby rent from AXESS Storage South (Lessor), those certain premises described as Space Unit Number: _____ Size _____ 1306 S. Mountain View Moscow, Idaho.

1. RENT. Rent is the sum of \$ _____ per month, payable in advance upon the 1st day of each and every calendar month to Lessor or to Lessor's designated agent. In the event that rent is not paid within 3 days after due date, or in the event of a dishonored bank check from Tenant to Lessor, because actual damages for said late payments and dishonored bank checks are extremely difficult to ascertain, Tenant agrees to pay \$1.00 per day late fee after the 5th day of each month for late fees. \$30.00 as liquidated damages for said dishonored bank check as additional rent. Unit may be overlocked by Lessor for rent not paid.

1a. RENTAL ADJUSTMENTS. The parties agree that Lessor may from time to time make such adjustments in the rent required under Paragraph 1 of this agreement, such as the Lessor deems reasonable. Lessor shall give Tenant thirty (30) days written notice of the forthcoming rental adjustment. Tenant may treat the notice of rental adjustment as a notice of termination under Paragraph 9 hereof by directing to the Lessor within fifteen (15) days from the receipt of said notice. Tenant's intent to treat notice of rental adjustment as termination notice. Tenant shall then vacate the premise, all in accordance with Paragraph 9 hereof. You will be charged \$15.00 for our locking your storage unit and another \$15.00 charge for unlocking it. All rent and fees must be paid before the unit will be unlocked.

2. DEPOSIT. Last month's rent paid upon initiation of said contract serves as a deposit. This deposit will serve as last month's rent only if unit is cleaned, not damaged, and left in same condition as when rented. Said deposit is not refunded upon termination of contract unless there is evidence of account being overpaid.

3. USE AND OCCUPANCY AND COMPLIANCE WITH LAW. The premises are to be used only for storage of personal property, household goods, and/or bona fide business records or equipment owned by Tenant. Tenant further agrees that the premises will not be used for human or animal occupancy. Trash or other materials shall not be allowed in or near the leased premises. The storage of welding or flammable, corrosive items, explosives or other inherently dangerous material is prohibited. Lessee shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises.

4. SIGNS. No painted or other signs of any type shall be placed on the leased premises.

5. RULES. Tenant agrees to abide by all AXESS Storage South rules and policies that are posted and are now in effect or that may be put into effect from time to time. Lessor agrees to supply written copies of said rules to Tenants they now exist and as they may be modified or adopted in the future.

6. CONDITION AND ALTERATION OF PREMISES. Tenant has examined the premises and hereby accepts them as being in good order, condition and repair. Tenant agrees to immediately notify Owner of any defects, dilapidations or dangerous conditions. Tenant agrees to keep the premises in good order and condition and to pay Lessor promptly for any repairs of the premises, caused by Tenant's negligence or misuse or the negligence of misuse of Tenant's invites, licensees, and guests. Tenant shall make no alterations or improvements of the premises without the prior written consent of lessor. Should Tenant damage or depreciate the premises or make alterations or improvements, or do painting or redecorating, without the prior written consent of Lessor, then all costs necessary to restore the premises to its prior condition shall be borne by the Tenant.

7. INSPECTION. Tenant agrees that Lessor or his agent may at any reasonable time enter to inspect the premises or make repairs alter efforts to notify Tenant. Tenant further agrees that Lessor or his agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this Tenancy has been given by either party, to prospective tenants during the 30 day period prior to termination.

8. TERMINATION. The Tenancy under this Agreement may be terminated by Lessor or Tenant by the giving by one of written notice to the other of his intention to terminate the Tenancy at least 30 days prior to the date of termination. Rent is payable by Tenant to Lessor for said 30 days period and if Tenant vacates prior to the end of the said 30 day period. Tenant must nevertheless pay rent for said 30 days as here in above provided. As conditions for such termination and prior to the return of any deposit. Tenant shall do the following: completely vacate the premises in good and clean condition, reasonable wear and tear accepted, remove lock, and allow Lessor to inspect the premises in Tenant's presence to verify the final condition of the premises and its contents, and leave Tenant's forwarding address. In an emergency situation when Tenant has damaged facility property or is interfering with other tenants, Lessor may terminate the agreement and require Tenant to vacate the unit within 24 hours.

9. ABANDONMENT. Tenant shall not abandon the premises at any time during the term of this agreement. If Tenant shall abandon said premises or be dispossessed by process of law, or otherwise, then Lessor or his agent shall have the right to take immediate possession of and re-enter said premises.

Lessor and Tenant agree that in the event of a notice to terminate the tenancy has been given by Lessor or Tenant and Tenant has not occupied the premises for the 30 days covered by said notice of termination and has not paid any portion of the rent due for said period, then the premises may be deemed abandoned by Lessor and Lessor may re-enter and take immediate possession of said premises, consider the tenancy terminated and re-let said premises.

In the event said notice to terminate has been given, and in the event no portion of the rent for said 30 day period has been paid by Tenant to Lessor, and in the event any of Tenant's personal property remains on the premises. Tenant hereby grants to Lessor a security interest in said personal property and at the expiration of said 30 days Tenant hereby grants to Lessor the right to re-enter the premises, remove Tenant's personal property and store it in a safe place, consider the tenancy terminated and re-let the premises. Lessor may store Tenant's personal property for a period of 30 days. Upon taking possession of said personal property, Lessor shall mail to Tenant, at all known addresses of Tenant, notice that Lessor has taken possession of the premises and has taken possession of all of Tenant's personal property and has stored said personal property. It is presumed that any personal property left by Tenant does not exceed \$100.00 in value. At the expiration of said 30 days, Lessor may, by public sale, dispose of the personal property.

10. ASSIGNMENT OR SUBLETTING. Tenant shall not sublet or assign all or any portion of the premises or Tenant's interest therein without the prior written consent of Lessor.

11. ATTORNEY'S FEES. If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in this Agreement, Tenant shall pay to Lessor all costs, expenses and reasonable attorney's fees incurred by Tenant in the aforesaid action.

12. LIABILITIES Tenant shall hold Lessor and his agents harmless from all claims for loss or damage to property and of injury to or death of persons caused by the intentional acts or negligence of Tenant, his guest, licensees or invites, or occurring on the premises rented for Tenant's exclusive use. Tenant hereby expressly releases Lessor from any and all liability or loss or damage to Tenant's property or effects arising out of water leakage, breaking pipes or theft or other causes beyond the reasonable control of Lessor. Tenant's possessions within the building are so placed at Tenant's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions whatsoever. Tenant acknowledges that insurance is available from independent insurance companies for damage to Tenant's property and for the liability imposed in this paragraph. Tenant further understands Lessor carries no insurance on Tenant's property. Lessor assumes no liability imposed in this paragraph. Lessor assumes no liability for any damage to Tenant's property while stored in AXESS Storage South.

13. Lessor hereby acknowledges receipt of \$ _____ as payment for deposit and \$ _____ for first month's rent.

This agreement has been executed on this _____ day of _____ AXESS Storage South, Lessor.

TENANT _____ By _____