

SELF SERVICE STORAGE RENTAL AGREEMENT



BASIC TERMS

A. COMPANY:
(also "we", "us" and "our")

P.O. Box 325
Montpelier, ID 83254
208-254-0393

B. LESSEE:
(also "you" and "your")

Name: _____
Address: _____
Telephone: _____
Mobile: _____
Email: _____

C. STORAGE SPACE(s):

Unit: _____ Size: _____

D. PROPERTY TO BE STORED:

Description: _____

E. LIENHOLDER:

Will you be storing any motorized vehicles? Yes No

Name: _____
Address: _____

You must disclose the name and address of any lienholder or secured parties who have an interest in any property that is stored in the Storage Space. You must promptly notify Company of any changes.

F. LEASE TERM:

The Initial Term of this Lease shall begin on _____ and ends on _____. It will then automatically renew on a month-to-month basis unless either party gives a least (15) days written notice of termination as required by Section 16 (Vacating).

G. MONTHLY RENT:

\$ _____ per month during the Initial Term and the then current market rate during any Renewal Term. Rent due on the 1st and late on the 3rd.

H. SECURITY DEPOSIT:

\$ _____ Security Deposit:

I. GATE CODE:

_____ Gate access is from 6am to 11pm daily
Please lock the gate when you exit the property.

J. SPECIAL PROVISIONS:

Clover Creek Storage

This Self-Service Storage Rental Agreement (this "Agreement") consists of the Basic Terms and the attached Standard Terms and Conditions. LESSEE HEREBY ACKNOWLEDGE BY THEIR SIGNATURES BELOW THAT THEY HAVE READ AND ACCEPT ALL TERMS AND CONDITIONS EXPRESSED ON ALL PAGES OF THIS AGREEMENT. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS COMPLETED AGREEMENT INCLUDING LIENHOLDER INFORMATION.

Lessee Signature

Date

STANDARD TERMS AND CONDITIONS

YOU ACKNOWLEDGE THAT (A) WE HAVE A LIEN UNDER IDAHO CODE 55-2305 ON ALL PERSONAL PROPERTY STORED IN THE STORAGE SPACE; (B) THE PERSONAL PROPERTY IN THE STORAGE SPACE MAY BE SOLD TO SATISFY THE LIEN IF YOU DEFAULT UNDER THIS AGREEMENT; AND (C) THE PERSONAL PROPERTY STORED IN THE STORAGE SPACE WILL NOT BE INSURED UNLESS YOU OBTAIN INSURANCE ON THE PROPERTY.

1. USE OF STORAGE SPACE:

You have agreed to rent the Storage Space only for the storage of personal property as permitted in this Agreement. No other use is permitted. You agree to use the Storage Space only for the storage of personal property wholly owned by you unless we agree otherwise in writing. In no case may You reside in the Storage Space, or store any flammable, stolen property, perishables, explosives, ammunition, anything alive or dead, food of any type. You are strictly prohibited from storing or using within the Storage Space or on the Facility any materials classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Company may enter the Storage Space at any time to remove and dispose of any prohibited items at your expense.

2. FACILITY RULES:

You must strictly comply with any Facility rules published by us from time to time. The Facility rules are part of this Agreement. We may make reasonable changes to Facility rules, effective immediately upon the posting of such rules.

3. RENT; LATE FEES; COLLECTION FEES; INCREASES:

You will pay the Monthly Rent, in advance and without demand at the address identified for the Company under the Basic Terms. You must pay your rent on or before the 1st day of each month. You must not withhold, offset or deduct rent for any reason. If you don't pay all rent on time, you will be delinquent and all remedies under this Agreement will be authorized. If you don't pay all rent on or before the 3rd day of the month, you will be charged a \$40 late charge (and a lock could be placed on the unit or a hitch locking device) until rent and late fees are paid in full. You will also be charged a \$50 fee for all legal notices served. You will pay a \$40 fee for returned checks. Late charges are liquidated damages for our time, inconvenience and overhead caused by late rent, but are not for attorneys' fees or collection costs. We may require at any time that you pay all rent and other sums by certified check, cashier's check or money order. We may apply money received first to any of your unpaid obligations, then to current rent – regardless of notation on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand.

COLLECTION FEES – In the event the you become delinquent and payment is not made on amounts owing under the terms of this agreement, and the balance is placed with a licensed collection agency, you agree to pay the fees of the collection agency, which amount is theretofore agreed to be 50% of the outstanding balance at the time the account is placed for collections. The 50% collection agency fee will be calculated and added at the time the account is placed into collections.

4. PAYMENT: If the lease is executed after the 15th day of the month, the initial payment shall consist of a prorated amount from the 15th to the first of the next month, along with the next month's rent. Rental payments and any other charges can be made by auto payment, cash, corporate or personal checks, bank checks, certified funds, money order, Visa, MasterCard, and

Discover. All rental payments shall be made payable to Clover Creek Storage at the address identified for the Company under Basic Terms (Section A).

RENT INCREASES:

There will be no rent increases during the Initial Term. For Renewal Terms, we periodically adjust the then current market rates for the Storage Spaces. If we change our then current market rate for your Storage Space, we will give you written notice of the change and this Agreement will automatically continue for the next Renewal Term the charged rent on the date stated in the notice without necessity of your signature. We will give you notice of any changed rent at least 15 days prior to effective date of the change. If you do not agree with the increased rent, you may terminate this Agreement as provided in Section 16.

6. SECURITY DEPOSIT:

We will mail you your Security Deposit refund less lawful deduction and an itemized accounting of any deduction no later than 30 days after you surrender or abandon the Storage Space. We may deduct any of the following expenses from your Security Deposit: unpaid rent; unreimbursed service charges; late fees; returned check charges; repairs or damages to the Storage Space or Facility caused by your negligence, carelessness, accident or abuse; replacement cost of any of our property that was part of the Storage Space and is missing; reletting charges; removing personal property left in the Storage Space; and any other sums due under this Agreement or under applicable law.

7. CONDITION AND CARE OF THE STORAGE SPACE:

You must notify us of any defects or damage to the Storage Space within twenty-four (24) hours of your first use of the Storage Space. Otherwise everything will be considered to be in a clean, safe, and good working condition. You shall maintain the Storage Space in good condition, reasonable wear and tear excepted, and you shall not perform any practices which may injure the Storage Space or the Facility or be a nuisance or a menace to other users of the Facility. You shall keep the Facility surrounding the Storage Space, including the adjoining corridors and driveways, clean and free from rubbish, dirt, and other debris at all times. You shall remove all rubbish at your expense. (We do not provide a dumpster.) You are responsible for the cost to repair any damage to the Storage Space, security gate, and any other part of the Facility caused by you or your agents, employees, invitees and/or guests.

8. YOUR ACCESS; OUR RIGHT TO ACCESS; DENIAL or ACCESS:

Your access to the Facility and to the Storage Space may be modified in any manner deemed reasonably necessary by us. Such measures may include but are not limited to, limiting hours of operation, requiring verification of your identity and inspecting vehicles that enter the Facility. You grant us the right access to the Storage Space upon two (2) days advanced written notice to you; provided, however, we shall have the right to enter the Storage Space immediately and without notice to you in the event of an emergency or nuisance, to take such action as may be necessary or appropriate to preserve the Storage Space

and surrounding Facility, to comply with applicable law or to enforce our rights. We may deny you access to the Storage Space when Rent is more than three (3) day past due.

9. LOCKS:

You agree to keep the Storage Space locked when you are not present at the Facility. We may, but it is not required to, lock your Storage Space if it is found to be unlocked. You may use only one (1) lock per Storage Space door and we may remove any additional locks placed on Storage Space. Locks that we place on a Storage Space for any reason will only be removed during our normal office business hours.

10. RELEASE; INDEMNITY; WAIVERS; LIMIT OF LIABILITY:

(a) Property Damage. All personal property stored within the Storage Space or Facility by you shall be at your sole risk. We shall not be liable to you, and you hereby release us from, any liability for any loss or damage to any personal property stored in the Storage Space or on the Facility arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance fire, water damage, rodents, insects, acts of God, or our negligence acts or omissions.

(b) Personal Injury. Your use of the Storage Space and the Facility shall be at your sole risk. We are not liable to you, and you hereby release us from liability for, any injury, illness or death to you as a result of your use of Storage Space or the Facility, even if such injury is caused by our negligent act of omission.

(C) Indemnity. You agree to indemnify, defend and hold us harmless from and against claims, damages, losses and expenses (including attorneys' fees) of any kind whatsoever that arise out of or result from your use of the Storage Space or the Facility, but only to the extent caused by (1) the actual or alleged negligent acts or omissions you or your agents, employees, invitees, guests or anyone for whose acts you may be liable; (2) any breach of your obligations under this Agreement; (3) the storage, use or certain of any illegal drugs or hazardous materials; or (4) any violation of applicable law. (d) Waiver of Consequential Damages. We are not liable for, and you waive and release us from, any form of any indirect, special, incidental, exemplary, consequential or punitive damages, including, but not limited, to loss of use, loss of income, loss of credit of reputation and any incidental expenses (including substitute storage space charges), aggravation, mental anguish, emotional distress or pain and suffering.

11. PROPERTY LEFT AT FACILITY:

We may dispose of any property you leave in the Storage Space or on the Facility after this Agreement expires or is terminated. You are responsible for all costs we incur in disposing of such property.

12. RELOCATION:

We reserve the right to relocate you, without expense to you, to any other Storage Space on the Facility which is of a comparable size.

13. DELAY OF OCCUPANCY:

If possession of the Storage Space is or will be delayed for repairs, cleaning or a previous lessee's holding over, we are not responsible for the delay. This Agreement will remain in force subject to (a) abatement of rent on a daily basis during delay, and (b) your right to terminate if we fail to deliver possession within three (3) days of your notice to terminate. Your termination notice must be in writing. After termination, you are entitled only to refund of any deposits and any rent paid.

14. SUBLETTING:

You may not sublet or assign the Storage Space, and any attempted or purported sublease or assignment shall be void.

15. RESPONSIBILITIES OF COMPANY:

We will act with customary diligence to: (a) keep common areas reasonably clean and in safe condition; (b) substantially comply with applicable federal, state, and local laws regarding safety; and (c) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

16. VACATING:

(a) Vacation Process. Before vacating the Storage Space, you must give us advance notice as provided below. Your vacating notice will not release you from liability for the full Initial Term or Renewal Term, as you will still be liable for the entire term if you vacate early. We must receive at least fifteen (15) days advance written notice of your vacating date. Your vacating notice must not terminate this Agreement sooner than the end of the Initial Term or Renewal Term. Please (email clovercreekstorage@gmail.com your vacating date, name and phone number and storage unit number or mail us a written notice of vacating with the same info to the address listed in (Section A) of this document. You must obtain from our representative written acknowledgment that we received your vacating notice. If we terminate this Agreement, we must give you the same advance notice—unless you are in default.

(b) Vacating Date. The vacating date cannot be changed unless you and we both agree in writing. You will not stay beyond the date you are required to vacate. The Storage Space must be vacated before the thirty (30) day period for the Security Deposit refund period to begin.

(c) Cleaning. All property and garbage must be removed from the Storage Space, the lock removed and the Space "broom clean". If you don't clean adequately, you will be liable for reasonable cleaning charges.

17. DEFAULT BY YOU:

(a) Default. You will be in default if you or any of your agents, employees, invitees or guests violate any terms of this Agreement, including, but not limited to: (1) you don't pay rent or any other amounts that you owe when due; (2) you or any of your agents, employees, invitees or guests violates the Facility Rules; (3) you or any of your agents, employees, invitees or guests violate fire, safety, health or criminal laws with respect to the Storage Space or Facility, regardless of whether an arrest or conviction occurs; (4) you surrender or abandon the Storage Space prior to the expiration of the Initial Term; (5) you give incorrect or false answers in a rental application; and (6) any illegal drugs, paraphernalia. Hazardous materials or prohibited items are found in your Storage Space. **(b) Termination of Your Rights.** If you default, we may terminate your rights under this Agreement (but not your obligation hereunder) and evict you by giving you three (3) days' written notice to cure the default. Notice may be any manner permitted by law, including; (1) personal delivery to you; (2) regular mail; (3) certified mail, return receipt requested; or (4) affixing the notice to the outside of the Storage Space's main door. After giving notice to you or filing an **eviction suit**, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other rights or remedy. Accepting money at any time does not waive our rights to damages, to past or future rent or other sums or to continue with eviction proceedings. If you have been in default of this Agreement continuously for a period of sixty (60) days, we may enforce our lien rights under Title 55, Chapter 23, Idaho Code (self- service storage facility

lien) in any manner permitted by law, including the sale of all personal property in the Storage Space and applying the proceeds of such sale to discharge the lien and costs.

18. COMPANY: As used in this Agreement, the terms “we”, “us” and “our” means only the then current fee simple owner of the Facility and such owner’s then current managers, agents and employees at the time in question. Each owner is obligated to perform the obligation of owner under this Agreement only during the time such owner owns fee simple title to the Facility. Any owner who transfers its title in the Facility is relieved of all liabilities for the obligations of the owner under this Agreement to be performed on or after the date of transfer.

19. SUBORDINATION: You agree that at all times this Agreement and your leasehold rights shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance that now or may hereafter be placed against the Facility, together with any renewals, extensions or replacement thereof.

20. DISPUTE RESOLUTION:

Because litigation can be very expensive, burdensome and time consuming, you and we agree that it is in our mutual best interest to provide a fair, impartial and expeditious alternative to litigation for the resolution of disputes related to this Agreement and your occupancy of the Storage Space. Accordingly, if you believe that we have breached our obligations to you under the Agreement or any other agreement related to your occupancy of the Storage Space, or if you desire to make a claim against us for any loss or damage of any kind under any legal theory (e.g., contract, tort, negligence, strict liability or otherwise) that is in any way related to this Agreement or your occupancy of the Storage Space, you agree that:

- (a) **Any claim within the jurisdictional limit of Idaho’s small claims court (currently \$5,000) shall be filed in Idaho’s small claim court; and**
- (b) Any claim greater than the jurisdictional limit of Idaho’s small claims court (currently \$5,000) shall be resolved by an arbitration conducted in accordance with Idaho’s Uniform Arbitration Act (Title 7, Chapter 9, Idaho Code) (The “Act”) before a single arbitrator. The arbitrator shall be selected by mutual agreement between you and us, or in absence of such agreement, as appointed pursuant to the Act. The arbitrator shall set the rules, procedures and schedule for the arbitration, it being the intent of the parties that the arbitration be as expedient and informal as the nature of the dispute permits. The arbitrator may order the exchange of documents as the arbitrator deems appropriate. The arbitrator’s fees and costs shall be shared between you and us equally; provided, however, the arbitrator may, in its discretion, award the substantially prevailing party some or all of the arbitrator’s fees and reasonable attorneys’ fees and costs as part of the arbitration award, it being the intent of the parties that the substantially prevailing party shall be entitled to recover such costs and fees. The arbitrator’s decisions shall be final and binding on the parties (except as otherwise provided in the ACT) and subject to enforcement in any court of competent jurisdiction.

21. MISCELLANEOUS: (a) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by you are superseded

and replaced in their entirety by the terms and conditions of this Agreement and shall otherwise have no binding effect upon us.

(b) Your obligations that accrue during the term of this Agreement shall survive the termination of this Agreement. (c) If it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 10 would be in violation of, or otherwise prohibited by, any applicable law, then Section 10 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protection to such indemnitee consistent with such applicable law. (d) If we are prevented from performing any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or other occurrence which is beyond our reasonable control, then we are excused from any further performance of the obligations until the circumstances allow us to again perform such obligation. (e) This Agreement shall in all respects be governed by the laws of the state of Idaho. You hereby consent and submit to the jurisdiction of the courts of Bear Lake County, Idaho for purposes of enforcement of this Agreement. (f) You will pay all costs and expenses, including reasonable attorney’s fees, incurred by us in enforcing any terms, covenants and indemnities provided herein. (g) Each party is hereby authorized to accept and rely upon any pdf, email, or electronic signature of the other party on this Agreement or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. (h) No employee, agent, or management company is personally liable for any contractual statutory or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability and non-duty apply to our employees, agents and management companies.