

RENTAL STORAGE AGREEMENT



* Fill out information ✓ Check boxes ○ Initial ☆ Sign bottom

Lessee	_____
Street Address	_____
Mailing Address	_____
City	_____ State _____ Zip _____
Home Phone	_____
Work Phone	_____
Email Address	_____ Bill me electronically <input type="checkbox"/>
Employer	_____
Person(s) with access to storage unit	_____

Description of Property to be Stored

(for office use only – Notes by Lessor)

- If your payment is not received by the 10th of the month, you are late and you can expect:
- After 45 days you will receive a certified letter requesting you to bring your account current. This will cost you \$50 in addition to other fees and rent.
- An ad will be placed in the public notice section of the local paper of impending lien sale of your unit to recuperate loses to Log Jammer Storage. An additional fee of \$50 will be charged for this ad.
- You have until the beginning of auction on auction day to bring your account current with payment of all rents and fees applicable to retain your property. Otherwise, once the auction begins you may bid on your items.
- If boat or RV is to be winterized, a separate release of liability must be signed annually.
- It is the Lessee's responsibility to update changes to his/her address, phone number, and/or Email address.

Basic Conditions for Rent:

- RETURN CHECK FEE OF \$50
- RENT IS DUE ON THE 1ST OF THE MONTH AND LATE AFTER THE 10TH.
- LATE FEE IS \$25 PLUS RENT
- ACCESS TO PROPERTY WILL BE REVOKED UNTIL RENT/FEES ARE PAID IN FULL.

IDAHO LAW REQUIRES LISTING LIENHOLDERS/VEHICLE REGISTRATION INFORMATION AS PER STAMP BACK OF LEASE.

• RENTAL AGREEMENT: Lessee agrees to rent from Lessor: Unit # _____.

• On this _____ day of _____, 20____, I have been given and agree with the foregoing terms, conditions and covenants on the backside of this form. Lessee acknowledges receipt of a copy of this completed Agreement including lien holder/vehicle registration information as per stamp on back of lease, and a copy of Lessor's Policy Summary # _____.

I understand insurance is my responsibility (initial)

Lessee - Terms & Conditions received (initial)

☆

Lessor (Agent)

Lessee (Renter)

Terms and Conditions

RENT: Shall be paid in advance and is not refundable. This agreement does not prevent a future rent increase upon proper notice to the Lessee. If rent is ten (10) days past due, Lessor may open and check the Unit as a possible vacate-without-notice, lock the Unit, and deny gate access. Access will be provided to Lessee when all rents and service charges as stated in Policy Summary are paid. For immediate access after unit lockup or upon vacating, payments must be made in cash or money order. **A \$25 late charge will apply after the 10th of the month.**

DEPOSITS: Lessee shall pay a security, cleaning, and damage deposit to be held by Lessor for Lessee's full and timely performance of this Agreement, including cleaning and repair of the unit after termination and for rent and other charges due and unpaid. The deposit, less allowed deductions, shall be mailed to Lessee at the Lessee's address on record with the Lessor approximately two (2) weeks after the Unit is vacated.

USE AND OCCUPANCY: Lessee shall not use the Unit for the operation of any business, garage sale, or for human or animal occupancy. All trash or other materials shall be discarded off of the premises. Storage of welding, flammable, explosive or corrosive or other inherently dangerous or toxic material is prohibited. Lessee shall not store in the Unit any item that would be in violation of any public law or regulation or do any act that creates a danger or nuisance in the Unit or within the storage complex. Lessee shall notify Lessor of any anticipated extended absence from or change of Lessee's above address.

POLICY: Lessee agrees to abide by the Policies provided at the initial rental or Policies hereafter in effect as notified by Lessor. Specifically, Lessee acknowledges that Lessor shall at all times be notified of Lessee's current address.

CONDITION OF UNIT: Lessee shall keep the unit in good clean condition, is responsible for and will promptly pay for any repairs to the Unit caused by Lessee's misuse or the misuse by Lessee's invitees, licensees and permittees. Lessee agrees to immediately notify Lessor of any damage to the Unit. Lessee shall not make alterations to the Unit without prior written consent of Lessor. Lessee shall be fully responsible to restore the Unit to its prior condition upon termination of this Agreement.

INSPECTION: Lessor shall have the right to enter and inspect the Unit without prior notice to Lessee whenever Lessor believes that any hazardous condition exists, a nuisance may result, for repairs to the unit, or to check for possible vacating by the Lessee without notice.

RENTAL STORAGE ONLY: Lessee acknowledges that Lessor is not acting as a warehouseman or bailee with respect to the Lessee's property stored in the Unit, but Lessor is renting the Unit to the Lessee for the purpose of providing storage facilities only.

DEFAULT: If rent and/or other charges incurred under this Agreement remain delinquent for a period of forty-five (45) days or more, Lessor may enter and inspect the Unit and the property stored therein and terminate Lessee's right of possession of the Unit and/or this Agreement. **In such an event, Lessee acknowledges that 55-2306, Idaho Code, grant to Lessor a lien on all property stored in the Unit.** Lessor shall have the right to enforce its lien in accordance with 55-2306, Idaho Code, by the sale of the property in the Unit. Lessee agrees that ten (10) days' prior written notice mailed to Lessee at Lessee's last known address and an advertisement of the sale published as required by law is adequate notice of the sale. All proceeds from the sale shall be applied first to the payment of the sums against Lessee's property. If suit or action is brought to interpret or enforce this Agreement, the prevailing party shall recover reasonable attorney's fees in addition to other costs allowed by law, including the same with respect to an appeal.

TERMINATION: This Agreement may be terminated by either the Lessor or Lessee by the giving of five (5) days' written notice to the other party. As a condition of such termination and prior to the return of any deposits, Lessee shall pay all charges against the Unit, completely vacate the Unit, leaving it in a condition required by this Agreement and allow Lessor to inspect the Unit to verify its condition. **No refund will be given for early move-out!**

- **INSURANCE: Lessee acknowledges that** Lessor does not carry insurance to cover losses or damages to Lessee's property **from any cause whatsoever. Lessee agrees that insurance covering loss of or damage to the property in the Unit is available from insurance companies and that no insurance except that purchased and provided for by the Lessee shall be in force and effect covering the property. In the event Lessee obtains such insurance, Lessee agrees that all rights of subrogation concerning any claim of Lessee against Lessor, it's officers, agents, or employees is hereby waived and there shall be no subrogation of the Lessee's insurer against the Lessor, it's officers, agents, employees or insurers. Lessee expressly acknowledges that Lessor does not warrant or represent that Lessee's property stored in the Unit will be safe from loss or damage, including theft, nor that the Unit is secure against hazards caused by water, fire or the elements of weather, including earthquake.**

INDEMNITY: Lessee agrees to indemnify, save, hold harmless and to defend the Lessor and Lessor's officers, agents and employees from any and all claims, demands, liability, actions, damages, costs or expenses, of whatever kind or nature including attorney's fees, hereafter made or brought by any person or entity whatsoever as a result of or arising out of Lessee's use and occupancy of the Unit.

RELEASE OF LESSOR'S LIABILITY: As further consideration for this Agreement, Lessee, for himself, his agents, heirs, personal representatives, successors and assigns, does hereby agree that Lessor, its officers, agents and employees, shall not be liable to Lessee for any injury or death, loss or damage to personal property as a result of Lessee's use and occupancy of the Unit or damage to the property stored in the Unit from any cause whatsoever, excepting only the gross negligence or willful act of Lessor.