

**Malcom Properties LLC, DBA, Hwy 12 SELF STORAGE
RENTAL AGREEMENT**

This Agreement is executed, in duplicate, on this ____ day of _____, 20____. The Renter named above agrees to Rent from the Landlord, the storage unit identified above under the terms and conditions described in this Rental Agreement. Renter understands Landlord is not engaged in the business of storing goods for hire and no bailment or deposit of goods for safekeeping is intended or created herein. Renter retains care, custody and control over stored property. Renter shall restrict the use solely to passive storage of personal property and depositing and removal thereof in accordance with this agreement.

Between the Landlord: Malcom Properties LLC &

Renter: _____
Please print and must be over 21

For the following rental:

Unit(s) #: _____ or Boat Length: _____ (FT) or Area in lot: _____
Boat & trailer length

Monthly Rate: \$70 MD 10x10; \$80 RU 10x10; Boat \$4.25 (ft); Other rate \$ _____
MD= Man Door RU= Roll Up Door Boat & trailer length

The above named renter authorizes to receive updates and/or notices by electronic mail (Email)
Renters Initials

To email address: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Primary Vehicle State & Plate Number: _____

Driver's Lic #: _____ St: _____ 2nd Vehicle: _____

Last 4 Digits Of Social Security Number: _____ Verify Information
Manager's Initials: _____

Mail CHECK OR MONEY ORDER TO: Malcom Properties LLC, 5130 Jackson Hwy., Toledo, WA 98591
Credit/Debit cards accepted, Paypal accepted at mtsprop@toledotel.com, invoice is available on request

RECEIPT FOR FUNDS RECEIVED THIS DATE:

of Units: ____ @ \$ ____ mo, for ____ Month(s): \$ ____ Total Initial Due: \$ ____

Refundable Cleaning Deposit : \$ 20.00 Total Received: \$ ____ by: _____

Other _____: \$ ____ **Next Payment Due 1st of _____, 20____**

Landlord has Renter's permission to allow the following person to have access to the rented unit:

Authorized additional Access Person: _____
Please print

LIEN HOLDER OR SECURED PARTY INFORMATION –

Complete only if the items in the storage unit does not belong to the above named Renter(s)

Name: _____

Address: _____

City: _____ St: _____ Zip Code _____

Phone: (____) _____ Email: _____

Member Of The Military? Military Id #: _____ Commanding Officer: _____

Yes No Military Ph #: _____ Unit: _____

NOTE: Your items are not protected by Landlord's insurance!

____ INITIAL **1. RENT.** Renter shall pay the landlord monthly Rent **on or before the fifth day of each month.** The term of this Agreement is month to month. No billing statements or invoices other than delinquent rent notices will be sent to the Renter. If Rental Agreement commences on any day prior to and including the 6th day of the month, a prorated portion of the monthly Rent will be due upon move-in for the current month and the following monthly Rent will be due on the 1st day of each month thereafter. If Rental Agreement commences on any day after the 15th day to and including the last day of the month, a prorated portion of the monthly Rent for the remainder of the current month's Rent and the full amount of next month's Rent will be due upon move-in. Renter understands that under no circumstances will Renter be entitled to a refund of the first month's Rent paid upon execution of this Agreement, and thereafter, if this Rental Agreement terminates on any date other than the last day of the month, Renter will not be entitled to a prorated portion of the Rent for the month in which the termination occurred. The Landlord may adjust the monthly Rent by giving the Renter written notice not less than 30 days before the Rent adjustment shall be effective. Any such adjustment in monthly Rent shall not otherwise affect the terms of this Rental agreement and all terms shall remain in force.

If "Mailed", **PAYMENTS TO: Malcom Properties, 5130 Jackson Hwy., Toledo, WA 98591**

____ INITIAL **2. FEES.** (A) Reserved (B) All Rent shall be paid in full and on, or before the **fifth day of each month.** No partial payments will be accepted. In the event rent is not received by the tenth (10th) day of the month, Renter shall pay in addition to other amounts due, a late charge of \$10.00. In the event the rent and the first late charge remain unpaid by the twentieth (20th) day of the month, a \$10.00 lien fee can be added to the amount owed. (C) A \$50.00 foreclosure/sale fee will be due and payable if rent and all fees/charges remain unpaid for 45 consecutive days. (D) A \$25.00 non-sufficient funds fee will be charged for any check returned by any bank. **(returned checks constitute NON PAYMENT).** (E) Renter further agrees that upon termination of this Agreement a reasonable cleaning fee may be charged as further defined in paragraph nine (9). (F) **A \$20.00 refundable deposit will be required on every storage unit rented.** This charge will be refunded when (1) A 20 day acknowledged notice or an email notice (with confirmation from mtsprop@toledotel.com) is given prior to vacating and (2) The storage unit(s) is broom swept clean. (3) The unit(s) is in the same condition as Renter received unit(s). In the event one or more of these item are not completed renter's deposit may **not** be refunded. Storage deposits are refunded within 30 days after Renter vacates storage unit(s) upon request. (G) Should the renter cause damage to the storage facility property or structures, tenant will be liable for repairs to the damaged property at a rate of \$25Hr plus parts and sundries.

Late or returned payment must be made in full by card, Paypal, bank check, cash or money order (no personal checks).

____ INITIAL **3. DEFAULT/LANDLORD'S LIEN.** If Renter fails to pay rent or comply with any other provision of the Agreement within twenty (20) days after rent is due, Landlord may elect to terminate this Agreement with notice. Under the Provisions of **RCW 19.150** (Washington Self Service Storage Facilities), a lien is created on all property stored in a specific storage space to secure payment for rent, fees and other reasonable charges at the time the property is stored at the self service storage facility. **If rent or other charges remain unpaid for Six (6) consecutive days after notice, access to the stored property may be denied on the seventh (7th) day.** If Renter fails to pay all rent and fees due within thirty five (35) days (past due), access will continue to be denied and an additional \$50.00 foreclosure/sale fee can be imposed. **A Notice of Lien Sale or Notice of Disposal will be emailed or mailed by certified mail to the last known address provided** in writing or by electronic notification (email or text message), indicating that the stored property can be sold. In the event Renter pays all past due amounts owed, and intends to continue renting storage unit(s) the Renter will be required to pay the next month's rent. If Renter fails to pay all rent, fees and charges due within forty five (45) days (past due), the property may be sold on or after the forty sixth (46th) day past due.

4. INSURANCE RESPONSIBILITY. Renter understands that the Landlord does not provide insurance coverage on any of renter's property. The property in the storage unit is stored at the **sole risk of renter.** If Renter desires Renter's property to be covered by insurance, Renter must obtain and maintain such insurance at renter's expense. If renter fails to maintain insurance, Renter will be "Self Insured" and personally assume all risk of loss. Landlord will not be responsible or otherwise liable for any loss or damage to renter's property or person due to any cause, including but not limited to fire, theft, vandalism, wind or water damage, act or omissions of any third party, regardless of whether such loss or damage may have been caused or contributed to by the active or passive acts or omissions or negligence of the Landlord, it's agents or employees. **By placing initial here _____,** Renter agrees that Owner's and Owner's agents are not responsibility for any loss from any cause whatsoever. Renter agrees to indemnify and hold Landlord, its agents and employees harmless from and against any and all claims for damage or loss to property or person, and any costs (including attorney fees) arising therefrom, resulting from the use of the rented unit by Renter. Renter hereby waives its rights to recovery against Landlord, and any rights to subrogation, for any insured loss under Renter's insurance policy.

Renter's election regarding insurance:

CHOOSE ONE: _____ I have or will obtain insurance from my own insurance agent or company.
INITIAL
_____ I will be Self-Insured, "No Insurance".

5. USE OF STORAGE SPACE. Renter agrees to use storage space only for the storage of property Renter has legal right to possess. Renter agrees not to store collectibles, heirlooms, jewelry, and works of art or any other property having special or sentimental value to the Renter. Renter waives any claim for emotional or sentimental attachment to the stored property. Renter shall not store personal papers or effects unless in specially labeled containers. Renter agrees that Landlord has no duty to treat any stored property in storage unit, unless in a specially labeled container(s), as containing or consisting of personal papers or effects. The storage unit shall not be used to house living or dead animals or anything that is a health hazard and shall not be used for residential purposes. No item shall be stored that will violate any law or insurance policy or which is hazardous to persons or property in the vicinity of the rented unit. **No improperly packaged or perishable goods, flammable materials, explosives or other inherently dangerous materials may be stored. Storage of hazardous waste, toxic waste, illegal drugs, chemicals and/or other pollutants is prohibited and evictions and fines will be enforced.** Renter agrees to comply with all federal, state and local laws, and regulations promulgated thereunder. Renter's obligations of indemnity as set forth below specifically include any costs, finds or penalties imposed against Landlord arising out of storage or use of any hazardous or toxic material by Renter, its agents, employees, or invitees. Renter grants permission to Landlord to enter storage unit at any time to remove and dispose of any stored property that violates this provision. Renter shall not perform any welding, painting, practice or rehearsal of music, or use the space for workshop or for the operation of business. Renter shall not make any alterations to the walls, floors, ceilings or electrical systems and shall not penetrate the walls, doors or ceiling with any type of fastener. The operation of any type of electrical appliance is prohibited. Renter will not conduct any business or commercial transactions in or about the storage unit. Renter hereby represents to Landlord that the total value of all property stored or to be stored in the future in the storage unit is less than \$5,000, unless Renter advises Landlord in advance and in writing of a greater value. Renter agrees that the maximum liability of Landlord to Renter for any claim or suit by Renter, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of a storage unit, is \$5,000. Nothing in this section shall be deemed to create any liability on the part of the Landlord to the Renter for any loss or damage to Renter's property regardless of cause.

6. PERSONAL GUARANTY. If the Renter is a corporation, then in consideration of Landlord renting to Renter, the individual signing below, on behalf of the corporation, does hereby personally, for himself, his spouse and his marital community, personally guarantee all Rents and other amounts to be paid by Renter under the terms of this Agreement.

7. LOCK. Renter shall, at Renter's sole expense, provide only **one** lock of sufficient size and strength for the storage unit during use, as Renter shall deem sufficient to secure the space. Any additional locks will be removed without notice. Renter shall **NOT** provide Landlord or Landlord's agent with a key and/or combination to Renter's lock without executing a Hold Harmless Agreement. Renter must keep the unit locked and is fully responsible for the possession of the keys. The lock **MUST** be removed from the unit when this Agreement had been terminated.

8. RIGHT TO ACCESS. Renter shall have access to the storage unit during posted access hours, provided the Renter has complied with all terms and conditions regarding Renter and other amounts to be paid. Renter shall grant Landlord, Landlord's agent and governmental authority's access to the rental unit for the purpose of inspection or making repairs, alteration or additions to the building, and for purpose of removing and disposing of any property in the unit which is in violation of the Agreement. Except in the event of emergency or after default of any Renter's obligations under this Agreement, Landlord will give Renter three (3) days prior notice before entering Renter's Unit.

9. Gate. Gate access is from 7am to 10pm, 7 days a week. After hours access is possible with 24 hours advance notice. A individual gate access code will be issued upon completion of this agreement. You must enter in all digits provided, then the # key. Gate will automatically close after about 1 min. Gate will automatically open upon detecting an exiting vehicle. **Forcing the gate open or entry through a forced open gate (gate did not automatically open) is considered trespass and all evidence of such entry can be turned over to the Lewis County Sheriff.**

10. CONDITION OF UNIT. Renter has inspected the space and acknowledges and agrees that the space is satisfactory for use as specified herein. Landlord does not make any guarantees, implied or express warranties, or representations of the nature, conditions, safety or security of the space or premises. The space shall be left broom clean upon termination of this Agreement; no trash left inside or outside and shall not have been damaged, excluding normal wear and tear. Renter further agrees that if the unit is not left in satisfactory condition, **A reasonable cleaning fee and disposal fee may be charged.**

11. TERMINATION OF THIS RENTAL AGREEMENT. Either the Renter or the Landlord may terminate this Rental Agreement at any time during the month by giving the other party twenty (20) days written notice via (1) certified mail or (2) email notice or (3) Text message with confirmation from other party. **No verbal notice will be accepted.** Upon termination of this Agreement, Renter shall remove all personal property from the unit and immediately deliver possession of the unit to the Landlord in the same condition as delivered to Renter on the commencement date of this Agreement. Renter agrees that all the provisions of the Agreement shall continue to apply as long as Renter retains possession of the storage unit and/or Renter's lock remains on storage unit. Tenancy is month to month, and no portion of the last month's rent will be refunded upon vacating. Further, this Rental Agreement may, at the option of the Landlord, be terminated immediately upon any default under the terms of the Rental Agreement or the abandonment on premises by Renter of any unclaimed property. Unclaimed property left on premises after termination shall be disposed of at Renter's expense.

12. NOTIFICATION OF CHANGE OF ADDRESS. In the event Renter shall change place of residence or alternate address from that provided by the Renter at the time of rental, Renter shall give Landlord written or email notice of any such change within ten (10) days of change. Renter has the option to provide (1) a written, signed and dated mail-certified notice or (2) email notification with confirmation of receipt from Malcom Properties, DBA:Hwy12 Self Storage.

13. RELEASE OF LANDLORD'S LIABILITY. All stored property shall be at Renter's sole risk. **Renter must keep unit locked** and is fully responsible for possession of the key(s) for the rented unit. Renter expressly agrees to indemnify and hold Landlord, its agents, the storage operator and employees harmless from and against any and all claims for damage or loss to Renter's stored property due to any cause including but not limited to fire, explosion, theft, vandalism, wind or water damage, mysterious disappearance, rodents, acts of God, or acts or omissions of any third party, even if such loss or damage is caused by the active or passive acts or omissions or negligence of the Landlord, its agents, the storage operator or employees.

Renter expressly agrees to indemnify and hold Landlord, its agents, the storage operator and employees harmless against any claim for any injury or death to Renter, its agents, employees or invitees as a result of Renter's use of or any conditions existing in or about storage unit or premises, even if such injury or death is caused by the active or passive acts or omissions or negligence of Landlord, its agents, the storage operator or employees.

Renter agrees to indemnify, hold harmless and defend Landlord, its agents, the storage operator and employees against claims, demands, damages, costs and expenses, including attorney's fees, that are made or brought about by others arising from or in connection with Renter's use of the premises, including claims for Landlord, its agents, the storage operator and employees active negligence. Renter expressly agrees to waive any right to a jury trial.

14. SUBLEASE AND ASSIGNMENT. Subleasing or assigning the rented storage unit is prohibited. The signer of this Agreement will be considered to be the only person responsible for carrying out the requirements of this Agreement.

15. RULES AND REGULATIONS. The rules and regulations posted in a conspicuous place are made a part of this Agreement and Renter shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to amend or establish additional rules and regulations for the safety, care and cleanliness of the premises. Upon the posting of any such amendment or additions in a conspicuous place they shall become a part of this Agreement.

16. ENTIRE AGREEMENT CLAUSE. This Agreement constitutes the sole and only Agreement between the Landlord and Renter and supersedes any prior understanding either oral or written between the parties. No subsequent parties' oral agreement shall have any bearing whatsoever on this Agreement.

THIS IS A LEGALLY BINDING CONTRACT AND YOU, THE RENTER, SHOULD SEEK LEGAL ASSISTANCE IF YOU DO NOT UNDERSTAND ANY PROVISION OF THIS AGREEMENT.

I, THE UNDERSIGNED RENTER, HAVE READ AND INITIALED THE ENTIRE RENTAL AGREEMENT, INCLUDING THE TERMS AND CONDITONS.

By X _____
Renter's Signature

Date Signed: _____

By X _____
Landlord or Representative (Manager)

Date Signed: _____

Landlords contact information:
Scott Malcom,
DBA Malcom Properties, LLC
5130 Jackson Hwy
Toledo, WA 98591
Office 360 985 0098
Cell **360 431 4130** Call, Text, Message