

Rental Information: (FOR OFFICE USE ONLY)

Space# Gate Code: Monthly Rent:\$ Term: _____

STORAGE RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into on this the _____ day of _____, 20____ by and between SERVCO RV STORAGE, hereinafter referred to as Owner, and

Name: _____, Street: _____,

City: _____, State: _____, Zip: _____, Phone: _____

Email Address: _____

(print clearly – this e-mail will be used for correspondence)

Herein after referred to as Tenant.

Year/Make/Model and/or description _____

RV/Boat/Trailer / Reg # _____ License Plate _____ Length _____

Insurance Co./Policy # _____

FOR AND IN CONSIDERATION of the covenants, premises and agreements contained herein as hereinafter set out, Owner does hereby let and rent unto Tenant, rental space located at the SERVCO RV STORAGE, 1200 & 1250 E. Grant St. Lebanon, OR 97355 for the following term:

Month to Month Total \$ _____ beginning the _____ day of _____, 20____ .

(This is a month-to-month Agreement, commencing on the date above and renewing automatically with every term on the first of each month until terminated by either party as provided herein.)

Ownership: Owner herein represents that he/she is the rightful legal owner of the property herein described.

1. RENT: Tenant shall pay to Owner the sum of \$ _____ per month, payable on the first each month in advance for the premises. Tenant agrees to keep a valid credit card on file with owner at all times. Tenant agrees to allow owner to charge the card for the monthly space rent if not paid by the 5th of the month.

2. LATE CHARGES: A late charge of \$35.00 will be added to any monthly rental payment that is more than five (5) days past due. Notwithstanding such late charges, failure to pay and such monthly payment on or before the due date shall be deemed a default by Tenant under terms of this agreement.

3. This agreement shall renew automatically and continue in full force and effect from month to month upon the payment of the aforesaid rental amount subject to termination on thirty (30) days written notice by either party.

4. In the event the tenant defaults or fails to comply with any term or condition of this agreement, tenant will pay all costs of enforcement incurred by owner, including reasonable attorney's fees.

5. **LIABILITY:** Tenant hereby accepts liability for any and all damages to the above stated rental space and appurtenances and every part thereof caused by Tenant, his employees, tenants, or invitees, which occur during the period of this agreement.

6. **INDEMNITY:** Tenant shall save Owner harmless from and shall indemnify Owner against any and all claims, actions, proceedings, damages, liabilities, including attorney's fees, by Tenant, his employees, tenants, or invitees, arising from or connected with Tenant's possession and use of the premises.

7. **LIMITED LIABILITY:** Tenant acknowledges that he has inspected the premises herein and is satisfied that the premises are adequate for safe storage of Tenant's property. Owner, or his agents or employees, reserves the right to go upon the premises and the property stored therein whenever Lesser deems it necessary to preserve person or property, for the safety or for maintenance of the storage facility, but Owner assumes no responsibility for tending to any property stored in said facility. Owner will make reasonable efforts to contact the Tenant and notify Tenant of dangerous conditions requiring Tenant's attention, but the above stated contact and notification shall be considered gratis by Tenant and is no part of the consideration given herein Owner assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.

8. **FIRE, THEFT, ACTS OF NATURE:** Owner shall not be liable either jointly or severally for damage to person or property of the Tenant, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Owner has made a diligent effort to secure said premises from theft or damage to the stored property but it shall be the responsibility of the Tenant to insure, at his own expense, the property stored on the premises against said losses.

9. Tenant shall not store anything outside of their vehicle. The property to be stored in the foregoing facility by Tenant shall be approved by the Owner and no property shall protrude out of the storage facility or bay. Tenant shall not store any flammable material. Tenant shall not store any illegal material. Violation of any of the terms contained herein shall result in the immediate termination of this agreement. Keep your site cleaned up.

Any clean up of tenants space done by owner will be charged \$150.00 to credit card on file.

9b. Tenant must check in with Owner each and every time Tenant moves or removes their property (e-mail is acceptable: info@servcoinc.net). Tenant is responsible for all costs of the movement of their vehicle/property (move in, move out, move around the premises).

10. Upon any default of this agreement by Tenant, Owner may declare all obligations, conditions and covenants immediately due and payable, may go upon the stored property, move and possess the same and sell and dispose of the same at a commercially reasonable sale in accordance with the Oregon Uniform Commercial Code.

11. **DESIGNATED SPACE:** Any and all rights, interest, or privileges of the Tenant created under this agreement shall apply only to the particular storage space as above stated.

12. **NON-TRANSFERABLE:** This agreement shall not be transferable, assignable or the above premises sublet without the prior written consent of the Owner.

13. Tenant agrees to exercise due care in the occupation, possession, and use of the above stated storage space and to vacate the same in good condition, wear and tear occasioned by normal use expected. **Tenant shall not perform any repairs or maintenance to their vehicle.**

14. Tenant shall not use the above space, or any property stored therein as residence or in any form of permanent living quarters or as a business office and the same shall not be occupied overnight.

15. NOTICES: All notices required by this agreement or law shall be addressed to the address or e-mail address stated herein.

16. In construing this contract, where the context so requires, the singular includes the plural.

17. If any portion of this contract becomes or is declared void or illegal by a court of law then only those specific portions shall be void and the remainder of this contract shall remain in full effect.

18. Nothing contained in this contract shall be construed as waiving the rights of either party hereto.

19. Contract Situs: All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Linn County, Oregon. Oregon law will govern the interpretation and construction of this Contract.

20. Eviction For Non-Payment or Violation of Storage Agreement Terms: Tenant herein authorizes Owner, to tow or otherwise remove stored vehicles, from Owners premises, due to non-payment of space rental. Tenant herein agrees to assume all towing and/or removal costs and liabilities pertaining thereto. Tenant assumes all responsibilities, costs, and liabilities for recovery of the vehicle(s) removed. Tenant agrees herein to hold harmless Owner for any and all damages and costs in relation to said removal.

TENANT SIGNATURE _____ DATE _____

Credit Card/Debit Card Authorization

Tenant agrees to keep a valid credit card on file with owner at all times. Tenant agrees to allow owner to charge the card for the monthly space rent if not paid by the 5th of the month.

*Credit Card Number: _____

*Expiration Date (Month & Year): _____

*Name as it Appears on Card (Print): _____

Cardholder's Billing Address (As listed with Credit Card or Debit Card Company):

Street: _____

City: _____ State: _____ *Zip Code: _____

Cardholder hereby authorizes, Servco RV Storage, the use of this bank card for the payment of rents, fees, deposits, and any other costs due.

Cardholder's Signature: _____