

# Storage Rental Agreement

No. \_\_\_\_\_

This storage unit lease agreement has been entered into on \_\_\_\_\_ by and between **CHESTNUT STORAGE** (Lessor) and \_\_\_\_\_ (Lessee) the parties are in agreement of the following:

## Rented Unit

Lessor hereby grants Lessee use of the following storage unit, pursuant to the terms of this storage rental agreement:  
Facility Name: CHESTNUT STORAGE  
Facility Address: 18101 Redwood Highway, Selma, Oregon, 97538

Price \_\_\_\_\_  
Prorated First Month \_\_\_\_\_  
Deposit \_\_\_\_\_  
 Lock \_\_\_\_\_  
Total Paid \$ \_\_\_\_\_

Receipt # \_\_\_\_\_  
Type of PMT \_\_\_\_\_  
Second Notice Sent \_\_\_\_\_  
Vacated Date \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
 Unit Size: \_\_\_\_\_  
 Auto: \_\_\_\_\_

## Terms and Conditions

### Terms

Lessee agrees to lease the storage unit located at 18101 Redwood Highway, Selma, Oregon on a month to month basis beginning on \_\_\_\_\_ This storage rental agreement shall remain in full effect until cancelled by either party. The rental agreement shall be automatically renewed for successive one month periods on the first day of each month. Lessor may increase the rent for the premises with thirty (30) days advance written notice to Lessee. Tenant forfeits deposit. Initial \_\_\_\_\_

### Rent

The Lessee shall pay a **security deposit** of \$ \_\_\_\_\_ due upon signing and will pay a monthly fee of \$ \_\_\_\_\_ for the advance rental of the property due on the first day of the month. After the 5th day there will be a \$10.00 late fee added to your account. After the 10th day of the month, an additional late fee of thirty dollars (\$30.00) will be added to your account if the rent has not been received. On the 21st of the unpaid month a foreclosure will be initiated. Once foreclosure process has begun no partial payments of overdue balance are excepted. In the event of a returned check the Lessee shall pay a \$50.00 **return check fee** in addition to any late fee imposed by this agreement. The security deposit is not a LAST MONTH rental fee; it is a security deposit and may be used by Lessor for repair, maintenance, removal of personal property, unpaid rent, and other expense or costs in preparation of the unit for rent to others. The security deposit is refundable under the conditions set forth below. The security deposit shall be returned to Lessee within thirty (30) days of the termination of this agreement, and after the removal of all personal property of Lessee from the unit, and if proper notice is given by Lessee as set forth in this agreement. The Lessor shall also deduct from the security deposit any unpaid rent, damages, and all charges for cleaning, repairing, or otherwise preparing the unit for rent by others costs, charges, or expenses due Lessor, including foreclosure costs. Deposit refund checks will be sent to the lessee's address below. Chestnut is not responsible for checks lost or not received at address below. Initial \_\_\_\_\_

### Use of Premises

Lessee shall use the storage unit for storage purposes only and will not store, Harbor, Raise live or dead animals, or Rodents inside the unit. If a violation is suspected or found concerning anything included but not limited to this paragraph. The lessor will notify lessee by phone or text. He/she will be given 24 hours to correct the violation. If the violation is not corrected by lessee within 24 hours, management reserves the right to enter and/or hire professionals to correct the violation at lessee's expense at the rate of not less than fifty dollars per hour and or immediate 24 hour eviction or lessee. Lessee understands that by signing this contract the lessee gives up all rights to a standard eviction and forfeits any and all refunds and deposits, Also allowing Chestnut Storage to dispose of all contents as determined by management with lessee being responsible for all fees and cost. or perishable goods inside the premises. Lessee will not store household trash of any kind or yard waste within or outside the unit. In particular there shall be no storage of any plant material in the storage unit, including but not limited to hemp, hemp products, marijuana, animal feed, grains, or any and all other plant material. Lessee acknowledges that the unit is not to be used as a dwelling, place of business, or for any purposes other than storage of personal property. The Lessee may not store anything outside of the secure storage facility provided. NO flammable, toxic, dangerous, or illegal property shall be stored in the unit; Illegal activities or items are prohibited on the premises at all times. Initial \_\_\_\_\_

### Personal Property

The property inside the unit is the sole responsibility of the Lessee. The Lessor does not assume or imply responsibility for the Lessee's property at any time. Upon cancellation of this storage rental agreement, the Lessee shall have 24 hours to remove all property from the unit being rented. Any property remaining in the unit past that time shall become the property of the Lessor. The Lessor will incur no liability for any damages that may incur from the items being stored on the property. The Lessor does not carry any insurance for loss or damage to the items stored by Lessee in the unit. Lessee is advised and by executing this agreement agrees and understands that it is the sole responsibility of the Lessee to carry insurance to cover the property stored by the Lessee. Lessee shall at their sole expense provide a disc type padlock for the premises; unless Lessor gives prior written permission for another style lock. Lessor does not provide locks for use by Lessee as part of the rental fee. Lessee agrees not to store personal property within a storage unit with a total value in excess of \$5,000.00 without the prior written consent of Lessor. The premises are not appropriate for storage of irreplaceable personal property such as books, writings, art work, or objects that have a sentimental, special or emotional value to Lessee. This statement is not an admission that the personal property stored by Lessee has any value whatsoever or that by allowing the storage of the items set forth herein before Lessor has agreed to any liability for those items as described. Notwithstanding anything in this agreement, in no event shall Lessor, Lessor's agents, employees or assigns be liable for an amount in excess of \$500.00 for any loss or damage whatsoever, and Lessee agrees to not sue or seek damages from Lessor in any court, arbitration, or mediation in excess of that amount. Lessor is not, by this agreement, liable for any damages to Lessee's stored property and by agreeing to this limitation on the amount of damages does not waive or give up any of the clauses and conditions of this agreement. Initial \_\_\_\_\_

### Maintenance

The Lessee will keep the unit rented in a clean and well kept condition at all times during this storage rental agreement. Under no circumstances shall the Lessee store any property outside of the unit at any time. Should periodic maintenance or repairs be necessary, the Lessor agrees to notify the Lessee 24 hours prior to making such repairs. If Lessor is required to clean the premises, in Lessor's sole discretion, whether before or after the removal of the property of the Lessee by termination of this agreement, Lessor shall be entitled to all costs of the cleaning of the premises, in the amount of \$50.00 an hour plus any disposal costs. Initial \_\_\_\_\_

### Governing Law

This Lease shall be subject to the jurisdiction of the state of Oregon. Furthermore, both parties agree to seek mediation prior to any litigation proceedings taking place. This clause DOES NOT prevent Lessor from using any and all legal rights allowed by the state of Oregon for the removal or disposal of the Lessee's property stored within the unit. Lessor does not waive any legal remedies that allow disposal or sale of the contents of the unit without the requirement of litigation. Initial \_\_\_\_\_

### Security and Liability

The Lessee understands there will be no provided security for the storage unit and all property stored will be under the sole liability of the Lessee. The Lessor will not be responsible for any loss, or damages that may incur to the stored property. Initial \_\_\_\_\_

### Damages

Lessee agrees to be held responsible for any damages to the rented storage unit beyond normal wear and tear, as defined by law. Should damage beyond wear and tear be discovered, the Lessee agrees to pay for such damages prior to retrieving their property from the storage unit. Initial \_\_\_\_\_

### Lessor's Lien

Pursuant to the OREGON Self-Service Storage Facility Lien Law, *Section 87.685 et seq.*, the owner of a self storage facility has lien upon all personal property, whether or not owned by the Lessee, that is located in a specific storage space rented by a Lessee of the facility to secure payment for rent, reasonable or agreed upon charges for labor, materials, or other services provided by the owner at the request of the Lessee, expenses necessarily incurred in preserving the personal property and expenses reasonably incurred in the safe disposal or disposition of the personal property. IN FACT the Lessee's personal property may be sold to satisfy this lien if the Lessee is in default of this agreement. Initial \_\_\_\_\_

### Release of Liability

Lessee releases Lessor, its employees, agents, successors and assigns from any and all liability for personal property damage or loss of personal property from, as examples, fire, water, the elements, mold or mildew, acts of God, theft, vandalism, disappearance, and/or rodent/insect damage; or the negligence, or failure to act of Lessor, its employees or agents. Lessee further releases Lessor. Its employees, agents, successors and assigns from any and all liability for personal injuries or death to persons including Lessee and Lessee's family members or invitees arising out of Lessee's use of the premises and facility. Lessee understands that this release of liability is a bargained for condition of this agreement and that if this condition was not agreed upon, higher rental fees would have had to been charged. Initial \_\_\_\_\_

### Termination

Lessor may request the termination of this agreement with 30 days prior written notice. Notification must be in written form and either hand delivered or sent via certified mail to the responding party at the location specified in this agreement. Lessee may terminate this agreement only if all rents and charges have been paid in full and provided that Lessee has given Lessor at least seven (7) days written notice prior to the end of the month in which the Lessee intends to vacate the premises. The premises shall be "broom clean", all property removed, the lock removed, and free of trash. If any personal property is left in the premises additional rent shall accrue until said property is removed by Lessee. If the lock remains on the premises door after the first of the month following termination the Lessee shall pay the full month's rent for that month. Lessee must remove property or trash from the premises and/or clean the premises. Initial \_\_\_\_\_

### Amendment

This storage rental agreement may not be amended, redacted, or otherwise altered except through written amendment signed by both parties. Initial \_\_\_\_\_

### Severability

Any article of this storage rental agreement deemed unenforceable, illegal, or unfair by a court of law shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights as they relate to this storage rental agreement. If any terms or conditions in this storage rental agreement are found to be unenforceable all remaining terms and conditions will remain in full effect. Initial \_\_\_\_\_

### Contact Information

**Payment should be mailed to Post Office Box 54 Selma, Oregon 97538.** Should notice or other contact be necessary, the parties to this agreement may be reached as follows:  
Lessor 541-415-9411

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

This address may be used by Lessor for any and all notification to Lessee

Drivers' License : (1) \_\_\_\_\_ (2) \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

*Both parties agree to the terms and conditions outlined above in this storage facility agreement.*

Lessor: \_\_\_\_\_ Dated: \_\_\_\_\_

Lessee: \_\_\_\_\_ Dated: \_\_\_\_\_

Lessee: \_\_\_\_\_ Dated: \_\_\_\_\_

License Picture