

# SWIFTWATER STORAGE

3581 Highway 970, Cle Elum, WA 98922

(509) 426-3198

## STORAGE RENTAL AGREEMENT

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Tenant's Name

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Address

Email

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Phone Numbers

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Driver's License #

State

SSN

Date of Birth

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Alternative Contact Person Name, Address and Cell Phone.

\* The Alternative Contact Person will receive copies of preliminary lien notices and subsequent notices required under Chapter 19.150 RCW. Please provide same.

**SPACE RENTED: Building:\_\_\_\_\_; Unit #:\_\_\_\_\_; Size: \_\_\_\_\_**

\* The Stated Unit Size is an Approximation Only and May Actually Be Smaller Than Quoted.

**RENTAL CHARGE: \$\_\_\_\_\_/Month, DUE upon the 1<sup>st</sup> Day of Each Month (In Advance).**

\* There shall be no proration of monthly rent and no refund for days not utilized by Tenant.

### LEGAL NOTICES:

\_\_\_\_\_ The electronic legal notice address for our facility is:

**[legalnotice@swiftwaterstorage.com](mailto:legalnotice@swiftwaterstorage.com)**

You are hereby respectfully instructed to ensure that your email service accepts notices from our above-stated email address. We agree to accept electronic service of process at the same email address. If we ever change the above-listed electronic notice address, we will notify you at least 20 days in advance, and you hereby agree to accept such alternative email notice address as we may then provide. By entering into this contract, you agree that we may send you electronic notices to your email address provided above, and/or to such future email addresses as you may provide to us, and we may also text you at the cell phone number you have provided above and/or at such cell phone number as you may provide in the future. You agree that we are not responsible for any time, usage or other fees that may be charged to you by your telephone and/or email service providers. You agree that you will adjust your own email settings to ensure that you receive our notice emails from the designated email notice address we have provided herein and/or which we may provide to you in the future. You agree that you are responsible to provide us an updated email address should your current and/or future address change. You hereby agree to waive notice, to the greatest extent allowable by law (including entirely), if you fail to keep your email address with us updated to your current (including future) email address.

### **OUR RIGHT TO TERMINATE THIS CONTRACT:**

\_\_\_\_\_ You agree that we may terminate this contract at any time, for any reason or no reason., provided that we give you 20 days of advance notice. We will provide that notice to your email address on file with our facility, consistent with the terms of our "LEGAL NOTICES" paragraph, supra. Once we have provided such notice, you agree that you will remove your private property from our storage facilities and yard space within the subsequent 20 days thereafter. If you fail to remove your private property, we will treat your property as if your rent has not been paid (even if you attempt to pay rent), which means the lien and disposal charges indicated herein below will immediately be imposed and to the fullest extent allowable by law.

### **YOUR RIGHT TO TERMINATE THIS CONTRACT:**

\_\_\_\_\_ We agree that you may terminate this contract at any time by paying the last full month of rent due under this contract, as well as any outstanding rent, late fees, lien amounts and other charges indicated herein or accrued to date. Upon such termination, you agree to immediately remove your personal property from our storage units and/or yard spaces and or from anywhere else that it exists upon our premises. You further agree to leave the space and facilities in clean and immediately rentable condition, meaning in at least as good and clean of condition as they were when we rented them to you.

### **WASHINGTON SELF SERVICE STORAGE FACILITY ACT APPLIES:**

\_\_\_\_\_ All provisions of this lease are intended to fully comply with Chapter 19.150 RCW. Wherein this lease any provision conflicts with a provision of Chapter 19.150 RCW as it exists now or in the future, the RCW provision shall govern. A modification of Chapter 19.150 RCW shall, on the effective date of the RCW, become a modification of this Agreement, fully integrated herein by reference.

### **RIGHT OF ENTRY BY SWIFTWATER STORAGE:**

\_\_\_\_\_ Tenant agrees that in the event of emergency or request by governmental authority, SS, its agents or employees or representatives of governmental authority shall have the right to enter the premises without notice to Tenant and take such action as may be necessary or appropriate to preserve the premises, comply with applicable law, meet the investigative requests of governmental authority, or enforce SS rights.

### **TERMINATION FOR UNPAID RENT OR BREACH OF CONTRACT:**

\_\_\_\_\_ Tenant's right to store property at Swiftwater Storage (a.k.a. "SS") pursuant to this Agreement may be terminated for unpaid rent or other charges, or for breach of this Agreement, by sending a notice of termination to Tenant's last known address (as well as to any Alternative Contact Person indicated by Tenant above) at any time after rent or other charges have been due and owing to SS for a period of fourteen calendar days. See RCW 19.150.040 for notice requirements with which SS will comply. Such notice will be provided in substantially the same form as is indicated in RCW 19.150.050. Tenant further understands that upon the date SS mails a final notice of lien sale or notice of disposal, SS may upon that date deny Tenant access to the rented space, inventory the goods therein, and remove any property found therein to a place of safekeeping pursuant to RCW 19.150.060.

### **LATE FEES:**

\_\_\_\_\_ A late fee of \$25.00 will automatically be charged to your account and access to your unit or yard space will be denied if your monthly rent is not paid by the end of the 10<sup>th</sup> day of each month or remains unpaid for a period of ten days. For each month in which your rent or any other unpaid charges have been paid late, a separate (recurring) late fee will then apply and access to your unit or yard space will continue to be denied until your account is brought current. In addition, a separate \$25.00 overlock fee will be charged, which covers our costs and efforts to place a separate unit lock, boot lock, wheel lock or other device to prevent removal of your property until all rents, fees and lien costs are paid.

### **PROPERTY STORED MUST BE OWNED OUTRIGHT:**

\_\_\_\_\_ All property to be stored at Swiftwater Storage shall be free of any lien owed to any other person other than Tenant, or in the alternative, Tenant must disclose the lienholder's or security interest holder's identity to SS. By law, Tenant must disclose any lienholders or secured parties who have an interest in property that is or will be stored

in a Washington self-storage facility. See RCW 19.150.120. Please request a lienholder/security interest holder disclosure form for any property for which such disclosure is necessary.

#### **A LIEN AND DISPOSAL CHARGES ARISE AGAINST YOUR PROPERTY:**

\_\_\_\_ Tenant's property stored at Swiftwater Storage ("SS") is subject to a lien that arises under law pursuant to RCW 19.150.020. Said lien will include the amount of all accrued and unpaid rent, labor charges, late fees and costs of the sale, present and future, incurred pursuant to this Agreement, as well as for all expenses necessary for the preservation, sale, handling, or disposition of personal property stored by Tenant on SS premises. Labor charges for handling removal and disposal of Tenant's personal property shall be assessed in the amount of \$1,500.00 for the time and arrangements made by SS personnel directly, in addition to the actual charges expended via SS for hiring or contracting with any other third parties (tow truck operators, moving and hauling service companies, trash removal companies, remediation companies of every type and nature, auctioneering companies and personnel, etcetera, without any limitation whatsoever) who shall be selected by SS for that purpose at the sole discretion of SS. The lien described herein shall arise if the rent or other charges due to SS under this agreement remain unpaid for fourteen consecutive calendar days. Tenant is hereby notified that attachment of such a lien and sale of Tenant's property is legally authorized pursuant to Chapter 19.150 RCW. Tenant is further advised that Tenant's property may also be donated to a not-for-profit charitable organization, removed from SS property via trash hauler or recycler, or otherwise reasonably disposed of in any other means elected at the sole discretion of SS.

#### **COMMERCIAL, MANUFACTURING & SALES ACTIVITIES PROHIBITED:**

\_\_\_\_ Tenant agrees that no commercial, manufacturing or sales activities are to take place within any SS unit or on SS premises. All stored vehicles must be licensed if required by law, and operational. There is to be no vehicle sales conducted from SS premises. No recreational vehicles shall be stored outside. There is to be no mechanical or repair work performed either inside or outside of units, nor on SS premises.

#### **HAZARDOUS MATERIALS PROHIBITED:**

\_\_\_\_ Tenant agrees that Tenant shall not store any flammables, explosives, chemicals, pesticides, dangerous or illegal substances in Tenant's unit or yard space, including but not limited to any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials. Tenant will bear all associated costs, including actual labor charges, plus a fifty percent surcharge to comply with lawful disposal of such substances by SS should Tenant breach this provision, thereby causing SS to perform or arrange for such disposal.

#### **UNIT TO BE KEPT CLEAN & SANITARY - MODIFICATION OF PREMISES PROHIBITED:**

\_\_\_\_ Tenant is to keep the leased unit and yard area, and surrounding areas shared with other tenants and invitees, clean, sanitary and free from debris, garbage and food or other materials that may attract pests or otherwise constitute a nuisance. Tenant may not alter the unit or SS premises in any way without advance written consent from SS. Tenant shall inspect the leased premises periodically and upon every visit to the premises and will immediately notify SS in writing if any repairs are needed to, in, or around Tenant's unit or yard space or if any infestation of pests is discovered. Tenant must not litter on SS premises and will follow a "pack-it in, pack it out" policy of removing all of Tenant's own refuse, waste and garbage. Tenant will be financially responsible for all costs associated with restoring and repairing SS premises to their pre-rental conditions, including with respect to the sanitation, cleanliness, freedom from pests, and physical condition of all structures and grounds on the premises.

#### **STORAGE AT TENANT'S SOLE RISK / INSURANCE REQUIRED:**

\_\_\_\_ Tenant agrees that Tenant stores all personal property in excess of \$1 in value at Tenant's sole risk. Neither SS, its agents, employees or assigns shall be liable for any loss of, or damage to, any personal property at SS arising from any cause whatsoever, including, but not limited to, burglary, mysterious disappearance, fire, water damage, earthquake, flood, rodents or other pests, Acts of God, war, terrorism, crime, other casualty or incidental loss not otherwise herein described, or acts or omissions amounting to recklessness or negligence on behalf of SS or its agents, employees or invitees if such personal property has a value in excess of \$1 (one dollar) which Tenant fails to insure. Tenant shall maintain insurance for the value of all stored property in excess of \$1 (one dollar) stored or at any time present on SS premises. Maintenance of such insurance is a material term of this Agreement. Tenant expressly agrees that the insurance company that provides such insurance shall not be subrogated to any claim

of Tenant against SS, its agents, employees and assigns, for the loss of, or damage to, any stored property having a value beyond \$1 (one dollar). Tenant hereby expressly agrees that for purposes of RCW 19.150.170 (limitation of liability for self-storage operator), Tenant will not store property having a cumulative value in excess of \$1 (one dollar) in the unit or yard space rented unless that property is fully insured and remains on SS property at Tenant's sole risk.

#### **SWIFTWATER STORAGE NOT LIABLE FOR PERSONAL INJURIES OR DEATH:**

\_\_\_\_\_ Tenant agrees that neither SS, its owners, employees, agents or assigns shall be liable to Tenant for any personal injury or death as a result of Tenant's use of the storage unit, surrounding areas, yard space, or entry off of or onto the adjacent Highway 970, even if such personal injury or death is caused by the active or passive acts or omissions or negligence of SS, its owners, employees, agents or assigns. Tenant further agrees to maintain heightened awareness and vigilance at all times while on and around SS premises and to take exhausting precaution to avoid all risks of injury or death that can be discovered and avoided by Tenant via exercise of such heightened awareness and vigilance as required hereunder. Moreover, Tenant agrees that any attempt to sue SS, its owners, employees, agents or assigns in any attempt to hold any of same liable for personal injury or death shall be commenced within one year (three hundred and sixty-five days) of the date upon which any asserted cause of action arises. Tenant acknowledges and agrees that this time period may be less than would otherwise be allowed under an otherwise applicable statute of limitations, but Tenant agrees to this change as a material term of this Agreement.

#### **FORMS AND METHODS OF PAYMENT ACCEPTED:**

\_\_\_\_\_ Tenant agrees that SS will accept payment via cash money in United States Dollars when paid in exact amounts in person (no change will be provided as cash is not held on-site; a written receipt will be provided; no discount will be applied); via valid and unexpired debit or credit card; via automatic withdrawal from a bank account; and/or via certified check. If Tenant has provided SS with credit or debit card information or bank account automatic withdrawal authority at any prior point in time, **Tenant agrees that SS may at any present or future time initiate and accept payment from that same source on a repeating basis, on the first day of each month as rent becomes due,** and/or for purposes of collecting any and all late fees, costs and debts then due to SS under this contract (regardless of when such fees, costs or debts arose). Tenant is responsible for and will pay to SS the costs of any chargeback or other denied-payment fees.

#### **LOCK AND KEY REPLACEMENT FEES:**

\_\_\_\_\_ Tenant will receive a lock and two keys at the time of storage unit rental. Tenant agrees that Tenant will not duplicate keys. Tenant agrees that for every lock that must be replaced due to loss or damage caused by Tenant, SS will charge to Tenant a \$25.00 (twenty-five US dollars) replacement fee, plus the cost of a new lock. Tenant further understands that for every additional key requested by Tenant, or as a charge for any missing keys that cannot be returned at the termination of Tenant's lease, SS will charge to Tenant a \$5.00 (five US dollars) replacement fee.

#### **STANDARDS OF CONDUCT WHILE ON PREMISES:**

\_\_\_\_\_ Tenant understands and agrees that the conduct expected of Tenant while on Swiftwater Storage premises is the conduct of a patient, decent, sober, reasonable and respectful person toward all. Accordingly, Tenant will conduct all business and activities associated with this Agreement in a sober and respectful fashion toward all while on or about Swiftwater Storage premises. Tenant agrees that there shall be no swearing, profanity, smoking, imbibing of alcohol or marijuana or other substances that may alter Tenant's behavior or mood, fighting, name-calling, verbal incitements to violence, taunting, bullying, actual violence or nudity allowed on or around SS premises. Any failure to abide by these standards will result in Tenant being asked to leave the premises immediately, trespassed if Tenant fails to do so, and this lease Agreement terminated effective immediately with no refund due.

#### **TENANT TO HOLD HARMLESS:**

\_\_\_\_\_ Tenant agrees to hold Swiftwater Storage harmless for any and all damages to Tenant's personal property, as well as for any damages caused by tenant to the personal property or body (inclusive of all physical, emotional and mental health consequences) of any other patron or visitor to our facility for Tenant's own negligent conduct and for the negligent conduct of any of Tenant's invitees onto Swiftwater Storage property.

**CHANGES TO THIS AGREEMENT:**

\_\_\_\_\_ Tenant agrees that Swiftwater Storage may change the terms of this agreement upon ten days mailing of written notice to Tenant. Tenant expressly agrees that email notification shall satisfy the mailing requirement stated in this paragraph. Such email notification will be conducted in a manner consistent with our "Legal Notices" paragraph, supra, meaning to the most recent email address provided by Tenant. If at the time of any notice of change of the terms of this Agreement Tenant declines to agree to the new terms, Tenant is to notify SS immediately in writing and such notice shall constitute a notice of intent to terminate this lease effective immediately.

**VENUE:**

\_\_\_\_\_ Tenant agrees that any suit filed by Tenant against Swiftwater Storage or its owners, successors, heirs and/or assigns, or against Tenant by same, arising under this contract or the relationship established thereby, shall be filed in the Superior Court of either King County, Washington or Kittitas County, Washington, and Tenant hereby agrees to waive all objections to venue in response to such suit(s).

**SEVERABILITY:**

\_\_\_\_\_ Tenant agrees that if any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the rest of this Agreement shall remain in full force and effect to the maximum extent permitted at law.

**WHOLE AGREEMENT:**

\_\_\_\_\_ Tenant agrees that this Agreement constitutes the entire agreement between Tenant and Swiftwater Storage. Moreover, by executing this Agreement below, Tenant certifies that Tenant has read and understood this whole Agreement and has entered into same of Tenant's own volition and freedom of choice.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Swiftwater Storage Authorized Signature

\_\_\_\_\_  
Date