

SCHUMACHER

STORAGE



**2812 TERRACE HEIGHTS DR.
YAKIMA, WA 98901**

**PH (509) 248-2000
FX (509) 248-1050**

**e-mail
Office@SchumacherStorage.com**

TENANT INFORMATION

Name _____ Transaction Date _____ / ____ / ____

Address _____ Storage Unit No. _____ Size _____

City _____ State _____ Zip _____ Monthly Rent \$ _____

Home Phone _____ Work Phone _____ Prorated Rent \$ _____

Social Security # _____ Total Rent Received \$ _____

Employer _____ Purchases \$ _____

2nd Address, contact _____ Administrative Fees \$ _____

Address _____ Deposits \$ _____

Phone _____ Cell Phone _____ TOTAL RECEIVED \$ _____

Security Code _____

**RENT IS DUE IN ADVANCE ON THE _____ OF EACH MONTH – A BILL MAY NOT BE SENT TO YOU.
LATE FEE OF \$5.00 MINIMUM OR 5% OF RENT DUE.**

SCHUMACHER STORAGE ("Landlord") hereby rents to above named Tenant a Storage Unit in a Self-Storage Facility located at 2812 Terrace Heights Drive, Yakima, WA 98901, as specified above, for a minimum of one month upon the following terms and conditions and subject to the Rules and Regulations set forth on the reverse side of this Lease Agreement.

1. TERM, RENT AND SECURITY DEPOSIT. Tenant leases the Storage Unit (number listed above) on a month-to-month tenancy at the monthly rate established from time to time by Landlord. Either Tenant or Landlord may terminate this Lease as of the end of any month by giving the other party 20 days' written notice. Except as otherwise provided in the Lease, Tenant agrees that all the provisions of the Lease shall continue to apply as long as Tenant retains possession of the Storage Unit.

The initial Monthly Rent for the Storage Unit is the amount stated above. Rent is payable in advance on or before the date indicated above and is to be remitted to Landlord at the Facility Address stated above. The first month's rent is due upon execution of this Lease. Tenant shall upon execution of this Lease pay Landlord the Administrative Fees specified above. **NO RENT OR FEE REFUNDS WILL BE GRANTED.**

A reasonable Tenant's Deposit, as specified above, is to help secure the obligations of Tenant under this Lease and is to be paid by Tenant upon the execution of the Lease. Tenant's Deposit will be returned to Tenant, without interest, within 30 days after termination of this Lease, provided Tenant has complied with all his obligations to Landlord. Any unpaid charges, damages, or rent due to Landlord may be deducted from this Deposit. Tenant shall forfeit this Deposit entirely if Tenant vacates the Storage Unit without providing notice to Landlord at least 20 days before the end of any calendar month of Tenant's intention to terminate this Lease as of the end of that month.

Landlord may charge a fee for delinquent payment of rent as set forth above. Tenant will be assessed a \$35 fee for any returned check issued by Tenant for rent and other assessments that are owed by Tenant pursuant to the terms of this Lease Agreement.

2. USE OF: The Storage Unit will not be used for any unlawful purpose nor will Tenant keep in the Storage Unit any explosives, highly flammable materials, hazardous goods or substances, whose storage or use contravenes the law. Tenant will hold Landlord, other tenant and third persons harmless and save and defend such persons from any loss resulting from the violation of this provision. Tenant grants Landlord permission to enter the Storage Unit at any time for the purpose of removing and disposing of any property kept in the Unit in violation of this provision, and check for illegal use, including but not limited to governmental agencies and law enforcement.

No automobile and/or motor repair is allowed at the Storage Facility. Tenant use shall be in accordance with applicable laws and ordinances.

Tenant will not make any alterations or modifications to the Storage Unit or attach any fixtures or signs in or about the Unit without the written consent of Landlord.

Tenant represents to Landlord that all personal property to be stored by Tenant in the Storage Unit will belong to Tenant with no other person having any right, title, or interest in such property.

3. TENANT RESPONSIBLE. Tenant acknowledges and understands that no bailment is created by this Lease, that Landlord is not engaged in the business of storing goods for hire nor in the warehousing business, but is simply a landlord renting the Storage Unit in which Tenant can store items of personal property owned by Tenant. The Storage Unit is under the exclusive control of Tenant. Landlord does not take custody, control, possession or dominion over the contents of the Storage Unit and does not agree to provide protection for the Storage Facility, Storage Unit, or the contents thereof.

ALL PERSONAL PROPERTY ON OR IN THE STORAGE UNIT IS AT THE RISK OF TENANT. Tenant must take whatever steps are necessary to safeguard whatever property is stored in the Storage Unit. **TENANT MUST KEEP THE UNIT LOCKED**, and is fully responsible for possession of the padlock/door key.

Landlord does not have any obligation to carry insurance on Tenant's property stored in the Storage Unit. **IF TENANT WISHES TO HAVE HIS PROPERTY COVERED BY INSURANCE, TENANT MUST OBTAIN SEPARATE COVERAGE.** Landlord will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of Tenant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, etc. any defect now, or subsequently created or discovered, in the Storage Unit, or acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of Landlord, its agents or employees.

Landlord shall not be liable for any injury to person sustained by Tenant or others from any defects now, or subsequently discovered or created, in the Storage Unit or Storage Facility or resulting from the acts or omissions of Tenant.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or in connection with Tenant's use of the Storage Unit. Tenant's presence on the Storage Facility or anything done in the Storage Unit or Storage Facility by Tenant or its agents, employees or invitees resulting in damage or injury to person or property of Tenant or of any other party or to any Storage Unit or part of the Storage Facility, is the responsibility (including, but not limited to, financial responsibility) of the Tenant.

4. LANDLORD'S SECURITY SYSTEM. Landlord has installed a security system on the premises of its self-storage facility; however, said security system has been installed for the sole purpose of detecting illegal and criminal activity on the premises. Tenant agrees and acknowledges that said security system is not intended, nor does it provide, security protection for Tenant's property that may be stored on the self-storage facility premises.

5. CONDITION OF UNIT. Tenant has examined the Storage Unit and the common areas of the Storage Facility and acknowledges and agrees that the Storage Unit and common areas are

satisfactory for all purposes, including safety and security, for which Tenant will use them. Tenant will at all times keep the Storage Unit neat, clean and in a sanitary condition and will return it to the Landlord in the same condition as when received by Tenant, usual wear and tear excepted. All repairs to the Storage Unit or the Storage Facility required as a result of Tenant's actions or omissions shall be at Tenants' sole cost and expense.

6. ACCESS TO UNIT. When any part of the rent or other charges due from Tenant remains unpaid for six (6) consecutive days, Landlord may deny Tenant access to the storage unit. . . . If for any reason, Landlord must open the Storage Unit to allow access for the Tenant, Tenant will be assessed a \$50.00 charge. Tenant must supply their own padlock. Upon vacation of the Storage Unit, the padlock must be removed. Prior to terminating this Agreement and vacating the Storage Unit, Tenant shall provide Landlord with twenty (20) days advance notice of his intention to terminate the lease and vacate the premises.

7. ABANDONMENT, LIEN AND FORECLOSURE. Tenant acknowledges that Landlord, its heirs, executors, administrators or assigns shall have a lien upon all personal property located in the storage unit for rent, labor, or other charges, present or future, incurred pursuant to this rental agreement, and for expenses necessary for the preservation, sale or disposition of personal property stored by Tenant within the storage unit and said lien may be enforced through the sale of Tenant's personal property consistent with RCW Chapter 19.150.

8. IDENTIFICATION OF LIENHOLDERS AND PROPERTY BY TENANT. Tenant shall disclose any lienholders or secured parties who have an interest in the property that is or will be stored in the storage unit. Tenant is requested to provide the name and address of any lienholder or secured party and the description of the property that is subject to any such lien that is or will be stored in the storage unit in the spaces provided below:

Tenant has a duty to supplement the above information and shall, throughout the term of this Lease Agreement, provide Landlord with updated information as to lienholders or secured parties on property that may be stored in the storage unit at any time during the term of this Lease Agreement.

9. RULES AND REGULATIONS. Tenant shall and does agree to abide by the terms and conditions set forth in this Lease Agreement and the Rules and Regulations set forth on the reverse side of this Lease Agreement.

10. MISCELLANEOUS. Tenant may not assign this Lease or any part of it and may not let or sublet the whole or any portion of the Storage Unit without the prior written consent of Landlord.

Any notice required to be given under this Lease must be in writing and sent by certified mail, postage prepaid, addressed to the other party at the appropriate address shown above. Any such notice will be deemed to have been given at the time it is duly deposited in the United States mail system. The addresses may be changed by written notice only.

If any term or provision of this Lease or its application to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease will not be affected. If any of the time limitations or notice requirements stated in this Lease conflict with those allowed or required by local law, those local limitations and requirements will apply in lieu of the limitations and requirements stated in this Lease.

In the event of total or partial destruction of the Storage Unit or the Storage Facility by fire or other casualty or by the taking of all or any part of the Storage Facility by condemnation proceedings or eminent domain, Landlord will have the right to elect either to terminate this Lease as of the date of such event or to repair any damage to the Storage Unit or the Storage Facility within a reasonable time. Landlord will make its election by giving Tenant notice of the election within 30 days after such event. If Landlord chooses the latter election, rent will be abated in proportion to the period for which the Storage Unit is untenable. Landlord will have the right to terminate this Lease upon 30 days notice to Tenant.

Landlord may at any time assign this Lease, in which event Landlord shall no longer be responsible or liable under the terms of this Lease and all the covenants, conditions and obligations of Landlord will be binding on its assignee and its assignee will be entitled to enforce all the provisions of this Lease, as well as the obligations of Tenant, against Tenant.

The captions of this Lease are for convenience only and in no way affect the construction of the terms of this Lease.

No provision of this Lease may be waived or changed other than by written agreement. Only an office or general partner of Landlord may authorize any specific waiver, modification or extension of any provisions.

This Lease is binding upon the parties, their heirs, personal representative and assigns.

ATTORNEY'S FEES: If by reason of default or breach on the part of the Lessee, in performance of any of the provisions of this Lease, a legal action is instituted, the Lessee agrees to pay all reasonable costs and attorney's fees in connection therewith.

Date _____

Tenant _____

Authorized Representative



PH (509)248-2000

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e-mail

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2812 TERRACE HEIGHTS DR., YAKIMA, WA. 98901

1. **Rent is due** each month in advance. A late charge of at least \$5.00 minimum will be assessed 5 days after the due date.
2. **HOURS:** (Security Check) Entry 6:00 a.m. through 9:30 p.m. Seven days a week. After hours entry with special approval from Lessor only. Hours or special approval can be changed or revoked without notice. Security guards or agent has the right to I.D. persons on premises, also verify goods being moved.
3. **Yard** sales are prohibited.
4. **Parked cars and trucks** are not to block driveways or other storage units. Violation will result in vehicle towed at owners expense.
5. **Do not connect refrigerators or freezers** to electric outlets unless approved by management. There is a charge for electricity. Lessor will not be responsible for power outage or failure of any kinds resulting in a loss to Lessee.
6. **Do not use any type of electric or gas heater** in your storage unit. Use of any equipment using electricity, including small tools and heat lamps, must be approved by the manager. No welders are to be used on the facility. If electricity is used, an additional fee will be charged. Disconnect any extension cords of electrical equipment when **not** in use.
7. **No animals** are allowed to be left in storage units or on property.
8. **No overnight stays** are allowed. Violation will result in immediate termination of lease.
9. **Turn off all lights** when you leave your storage unit.
10. **No vehicles** are to be left on the storage grounds. Vehicles will be subject to impoundment.
11. **No loud music or noise.**
12. **No storage or bringing onto the property of explosives or other hazardous materials.**
13. **No smoking** in the storage units.
14. **Remove all trash** and unwanted items from your storage unit. Tenant is responsible for off-site disposal of items. Illegal to use office dumpster.
15. **LOCK YOUR UNIT:** Always lock your unit before leaving.
16. **CHANGE OF ADDRESS:** Report any change of address, phone number, etc., by mail to Schumacher Storage, 2812 Terrace Heights Drive, Yakima, WA 98901. This address change notice must be signed by the tenant.
17. **VACATE POLICY:** When you plan to vacate, you must give manager written notice at least 20 days prior to the end of your last month. If you vacate by the 5th day after the rent was due, your rent will be prorated. After the 5th, one full month's rent will be due even if you vacate.
18. **Rent is due** until manager is notified by tenant that the unit is vacant. (There is a drop box near the office door.) Padlock must be removed from unit door. Failure to notify management will result in continued rental fees.
19. **IMPORTANT NOTE** Pest control products may be in use. Be aware of this fact, especially as it relates to your responsibility **for the safety of children and pets.**
20. **Tenant** or Lessee shall carry their own insurance. Management, Owners, and or agents shall be held harmless for injury and / or for losses of any kind.

The foregoing document constitutes the entire agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Lessee. And may be modified only by a written document signed by both parties; no oral agreement or assumption by its parties is valid. The following Exhibits, if any have been made a part of this lease before the parties' execution hereof: The Failure of Owner and or Landlord to insist upon the strict performance of any term of this Lease, or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any of such term or agreement, but the same shall remain in full force and effect. In the event that any one or more provisions contained in this Lease shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not affect any other provision of this Lease, the balance of which shall be construed as if such invalid provision had never been contained herein.