

VILLA RV RENTAL STORAGE AGREEMENT

2050 Eldridge Ave | Twin Falls, ID 83301
Mailing Address: PO Box 6029 | Twin Falls, ID 83301
208-421-9614 | rental@villarvstorage.com

Space # _____ Date: _____

Gate Code: 4241#

Monthly Rent: \$40

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Alt Contact: _____ Alt Phone: _____

Driver's License: _____ Stored Vehicle License: _____

Description of Stored Vehicle: _____

Additional Information about your RV required by Idaho State Law as of July 2020

Lienholder (if applicable): _____

Other owners listed on Title or Certificate of Registration: _____

Welcome to Villa RV Storage in Twin Falls! We appreciate you choosing us.

Policy Summary

1. Monthly rent due on or before the first day of each month. Late charge of \$10.00 assessed on the 15th day of each month until account is paid in full. Late notice may be followed by letter of need to vacate.
2. Returned check fee \$30.
3. One month free if prepay 12 months
4. Gate hours 6am to midnight, 7 days a week.
5. Villa RV Storage STRONGLY RECOMMENDS THAT THE Renter OBTAIN INSURANCE COVERAGE for Goods and Recreational Vehicle to be stored in the Space. ALL RV'S AND PERSONAL PROPERTY STORED IS AT THE RISK OF RENTER.
6. We will strictly enforce all policies and terms in our contract.
7. We send online invoices only.

Renter acknowledges receiving a copy of Rental Agreement Terms and Conditions and hereby agrees to adhere to Villa RV Storage's policies, Terms and Conditions.

(Signature)

(Date)

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RENTAL AGREEMENT TERMS AND CONDITIONS

Villa RV Storage (Landlord) hereby rents Renter an outside storage space # _____, for the purpose of parking a Recreational Vehicle, for a minimum of one month upon the following terms and conditions:

I. TERM AND RENT.

Renter leases the outside storage space on a month to month tenancy at the monthly rate established from time to time by Landlord. The initial monthly rent is the amount stated above. Rent is payable in advance on or before the first day of each calendar month and is remitted to the address indicated at the end of this document or as otherwise arranged with Landlord. Rent can be prorated for the first month and is due upon execution of this lease. If this Lease is entered into after the 15th day of the month, the next month's rent is also due upon execution of this Lease.

- 1) NO RENT OR FEE REFUNDS WILL BE GRANTED.
- 2) Rent payments shall be considered delinquent if not received by the 15th day after the Due Date. Late fee of \$10.00 per space will be assessed on the 15th day of the month and assessed monthly until payment in full is received. Credit card payment is required on delinquent accounts.
- 3) Landlord may change fees with 30 days' notice.
- 4) Paper monthly statements will not be mailed. Online invoices will be emailed to address on file. It is renter's obligation to make timely payments.
- 5) Renter agrees that all provisions of this lease will apply as long as Renter retains possession of the storage Space.

II. RENTER'S PRIVILEGES

- 1) Renters shall have access to their Space from 6am to midnight, using a gate code.
- 2) Renter may leave one (1) personal vehicle in Space when recreational vehicle (RV) is being used for no longer than four (4) weeks. (Arrangements may be made with staff for longer periods if necessary.)
- 3) Villa RV Storage will provide security involving some or all of the following: camera surveillance, security gate and periodic night-time guard checks.
- 4) Renter has exclusive control of the Storage Space. ALL RV'S AND PERSONAL PROPERTY STORED IS AT THE RISK OF RENTER. RENTER MUST KEEP THE UNIT LOCKED. IF RENTER WISHES TO HAVE HIS PROPERTY COVERED BY INSURANCE, RENTER MUST OBTAIN SEPARATE COVERAGE. Landlord is not responsible or otherwise liable, directly or indirectly, for loss or damages to property for any causes including but not limited to: fire, explosion, theft, vandalism, wind or water damage, or any defect now or subsequently discovered or created at the Villa RV Storage facility or acts of 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.

III. RENTER'S OBLIGATIONS.

- 1) Renter shall not store dangerous, noxious, filthy, offensive, explosive or highly flammable materials in the Space and shall be responsible for any environmental damage that may be occasioned by their RV, contents, or towing vehicle.
- 2) Renter represents and warrants that he is in lawful possession of all goods stored in the Unit/Space. Renter agrees to advise Villa RV Storage LLC in writing of the full name and address of any person or company other than Renter who has an interest in any of the goods stored in the Space. Villa RV may require Renter to advise Villa RV in writing of the name of any person authorized by Renter to have access to the Space. Renter shall be legally responsible for any damage, loss or injury caused by any person brought onto the premises by

Renter or visiting the Space with Renter's permission.

- 3) Renter shall not carry on any business out of the Space/RV and shall not use the Space for any unlawful purposes.
- 4) Renter shall not reside in the stored unit.
- 5) Renter shall not cause damage to or disturb, interfere with or do anything which is liable to cause injury or loss to other persons or property on the premises. Renter will hold Landlord and other Renters and third persons harmless and save and defend such persons from any loss resulting from violation of this provision. Landlord shall not be liable for any injury to persons sustained by Renter or others from any defects now, or subsequently discovered or created.
- 6) Renter specifically acknowledges that Landlord leases the storage space "As Is, Where Is." Prior to termination of this Agreement, Renter shall remove all goods and any litter from the Space. Renter shall, at his sole cost and expense make good any damage caused to the Space resulting from the Storage or removal of goods from Space.
- 7) Renter shall advise Villa RV Storage LLC of any changes in Renter's mailing address and phone number.

IV. ABANDONMENT, LIEN AND FORECLOSURE.

- 1) It is expressly agreed by Renter that the rent and other charges provided for in this lease shall be a First Lien on the property kept by Renter on the Storage Space and Renter grants to Landlord a Security Interest in such property and its proceeds to help secure such rent and other charges. In the event Renter defaults in the performance of any obligations under this Lease, Landlord shall have and is granted by Renter a right to foreclose Landlord's lien as follows:

- i) If the Renter becomes sixty (60) days delinquent, notice shall be sent by email or certified mail. If all amounts owing have not been paid within 10 days of notice, a local towing company will be contacted to remove the Renter's stored property from Villa RV Storage. Renter will be responsible for redeeming their property from the towing company. Renter will be responsible for all costs incurred.

- ii) Or, Landlord may proceed with a lien sale as provided for under Title 55-2306 , Idaho Code, as follows:

Give ten day's notice of sale to the owner(s), lienholder(s), and any other interested parties by email or certified mail to their last known address.

Give ten day's notice of sale by advertising twice in the legal section of a newspaper published in the county where the vehicle is located.

The proceeds of any such sale will be applied first to the cost of such sale, including publication costs, attorney fees, and next to payment of rents and charges which may be due from the Renter to Landlord under the terms of this lease. Landlord will hold any excess funds for a period of ninety (90) days. Such funds will be released to Renter, if Renter makes demand for such proceeds and gives Landlord written receipt and release providing full accord and satisfaction of all obligations of Landlord to Renter.

- 2) Renter for itself, heirs, and successors, hereby waives any claim Renter may have as a result of any action taken by Landlord to collect the rent or other charges due under the terms of this lease, and Renter agrees to defend and hold landlord harmless against any claims by any other party having an interest in the personal property kept in the Storage Space.

- 3) The remedies provided for above are cumulative and not exclusive, and nothing contained in the Lease shall be construed to limit, alter, or otherwise abridge any other remedies available to Landlord by law.

V. TERMINATION

Either Landlord or Renter may terminate this lease as of the end of any month/year term by giving the other party ten (10) day's notice. This Agreement will continue on a month to month/yearly basis as long as renter is not in Default.

VI. GENERAL

- 1) Renter shall not assign the benefit of this Agreement without first obtaining the consent in writing of Villa RV Storage LLC.

- 2) Renter may not perform any repairs or maintenance to RV without prior consent from Villa RV Storage LLC.
- 3) To facilitate routine upkeep and lawn cutting, Renter may not store anything outside of RV in the Space.
- 4) Renter grants Landlord, Villa RV Storage, its employees or agents the right to enter the Unit/Space/RV for purposes of necessary maintenance, or in case of emergency, fire, etc. Where feasible, advance notice of such entry will be given to Renter.
- 5) Villa RV Storage LLC reserves the right to move a unit/RV from one unit/Space to another if it is deemed necessary.
- 6) This agreement shall be construed and enforced in accordance with the laws of the state of Idaho.
- 7) The terms of this Agreement are subject to change without notice.
- 8) Renter 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 Renter's use of the Storage Space, Renter's presence on the Villa RV Storage grounds or anything done by Renter or its agents, employees or invitees resulting in damage or injury to person or property of Renter or of any other party or of any storage.

I HAVE READ AND UNDERSTAND THE TERMS OF AGREEMENT FOR VILLA RV STORAGE. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS. I HAVE RECEIVED A COPY OF THIS AGREEMENT FOR MY RECORDS UPON SIGNING.

Renter

Lori H Ward
Villa RV Storage-Landlord

Villa RV Storage
P.O. Box 6029
Twin Falls, ID 83303