

Northgate Storage Rental Agreement:
105 NE 73rd St.
Newport, Or. 97365
Phone: (541)-265-7890

Unit# 514

Size: 100.0

Deposit: _____

Units Monthly Rental Rate: ~~\$80.00~~ ^{\$67.00} *WLD*

Monthly rent is due by the 30 of every month.

NEWPORT POLICE DEPT

Name: Wayde L. Dudley

Employer: _____

SSN: ~~502-2-576~~ TAX ID - 93-6002222

City: _____

Address: P.O. Box 2260

Phone: _____

City: Newport

Type of Goods Stored:

State: OR

Zip: 97365

(Put household if not storing
any chemicals or machinery.)

Phone: 541-272-7373 / *541-574-3348*

Drivers License # ~~5407008~~

State: OR

Emergency Contact Information:

Name: *LT. JASON MACLOY*

Address: *SAME*

City: _____

State: _____ Zip: _____

Phone: *(541) 574-0606*

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RENTAL AGREEMENT (Part II)

Lessee hereby rents from Northgate Self Storage the above described space with terms and conditions set forth below.

1. **TERM & RENEWAL:** This Agreement for the lease of self-storage space (the "Premises") from lessor at Northgate Storage (the "Project") will be on a month to month basis and will automatically renew for successive one month periods thereafter, on the date of self-service storage facility under the provisions of ORS 87.685. As such this Rental Agreement is not a real property residential agreement.

2. **DEPOSIT:** A Deposit will be charged if lessee wishes to reserve a unit. Units will be held in reserve for no more than 30 days at which time if lessee has not taken possession of said unit the unit will be considered rentable and the deposit rent. No cleaning deposit will be charged unless unit is left uncleaned or damaged in which case a cleaning charge will be assessed at the rate of \$25.00 an hour plus the cost. Any damage to the unit will be assessed at \$25.00 an hour plus the cost of repairs.

3. **TERMINATION:** Lessee may terminate this Agreement at any time if all rent and charges are paid in full if Lessee vacates may terminate this Agreement by giving Lessee ten (10) days written notice prior to the expiration of the current term. No partial rent payments allowed or refunded. We will not prorate rent.

4. **USE OF PREMISES AND PROHIBITED STORAGE:**

a. The Premises may be used and occupied only for the storing of personal property owned by Lessee. Lessee shall keep the Premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Lessee shall not use the Premises for the storage of any animals; food; explosives; highly flammable, dangerous, hazardous or toxic materials or substances as defined below; contraband or illegal substances; or for any unlawful purpose of any kind. Lessee shall not use the Premises for the operation of any commercial, industrial, manufacturing or distribution business that requires customer visiting. Lessee shall not engage in any activity in the Premises which produces such prohibited materials. Lessee shall not use the Premises for storage of any gasoline or other fuel oil, grease, or other lubricant, tires or batteries, or any other accessories, except for such gas, oil, grease, or other lubricants as may be contained in the operating parts of the items stored in the Premises.

b. Lessee agrees not to store property with a total value in excess of \$5,000.00 without the written permission of the Lessor. If such written permission is not obtained, the value of the property shall be deemed not to exceed \$5,000.00. The Premises is not appropriate for the storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale value, or objects which have a special or emotional value to Lessee. By this Agreement, Lessor is generally not liable for the loss of Lessee's property. In the event any competent court of law adjudicates Lessor liable for any loss, Lessee agrees that the Lessor's liability shall not exceed \$5,000.00. This provision shall not constitute an admission that Lessee's property has any value whatsoever. **ALL PROPERTY IS STORED BY LESSEE'S SOLE RISK. INSURANCE OF ALL CONTENTS IS LESSEE'S SOLE RESPONSIBILITY.**

c. Lessee agrees, at his/her sole expense, to maintain insurance of all property stored in the Premises with actual cash value coverage against all perils, without exception. Lessee's failure to maintain such insurance shall be a breach of this Agreement and Lessee shall assume all risk of loss or damage that would have covered by such insurance. The operation or failure of any type of "security system" installed by Lessor shall not change Lessee's aforementioned liability for any type of loss incurred by Lessee and shall in no way release Lessee from his/her obligation of insuring his/her property. Self-Storage insurance information is available at Lessor's rental office. Personal property of Lessee is not protected by insurance held by the owner.

d. Lessor does not furnish any utilities except for (1) electric light in the Premises. Premises are not to be heated or cooled other than what is offered by the Project, nor are any electrical appliances to be operated except for those approved in writing by the Project.

5. **Hazardous Substances:** Lessee shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Lessor. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:

a. Any substance defined as a "hazardous substance" under CERCLA;

b. Petroleum, petroleum products, natural gas, natural gas liquids, liquified natural gas and synthetic gas, and;

c. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

6. **Control of Access:** Lessee's access to the Project and the Premises may be limited as reasonably deemed necessary by Lessor, including, but not limited to requiring identification from Lessee, limiting hours of operation, or requiring lessee to sign-in and sign-out upon entering and leaving the Project. Lessor may deny Lessee access to the Project and Premises when rent or charges are overdue. Lessor may change the times and

methods of access to the Project with thirty (30) days written notice posted at the main office of the Project or mailed as described in the Notice Provision to Lessee.

7. Requirements to Keep the Premises Locked: Lessee will provide a lock for Premises. Lessee shall use no more than one lock. If Premises is found open or if a lock is removed for an inventory or sale, Lessor will lock the Premises with another lock. All property stored by Lessee within the Premises or on Lessor's Property shall be at the Lessee's sole risk. Lessor shall have no obligation to exercise any care, custody or control over Lessee's stored property. Lessor assumes no responsibility for any loss, damage or casualty however caused to such property and Lessor is not responsible for obtaining insurance of any kind for the benefit of Lessee. Lessee releases Lessor, its employees and agents from any and all liability for personal injuries or death to persons including Lessee and Lessee's family or invitees; property damage; damage or loss from fire, water, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the acts or failure to act or negligence of Lessor, its employee or agents. Lessee further agrees to have his/her insurer waive any right of subrogation of any claim of Lessee against Lessor, its employees or agents. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss, claim, demands, damage, liability, expense (including reasonable attorney fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to any breach of this Agreement by Lessee. The operation, or failure of any type of "security system:" installed by Lessor shall not change Lessor's aforementioned liability for any type of loss incurred by Lessee and shall in no way release Lessee from his/her obligation of insuring their property.

8. Self-Service Storage Facility Owner's Lien: Pursuant to Oregon Revised Statutes 87.685, et seq., upon Lessee's storage of personal property in the Premises, Lessor has a lien against Lessee on such property and on the proceeds of such property for:

- a. all rents and fees, expenses and charges owed to Lessor under this Agreement;
- b. all fees and expenses necessary for the preservation of Lessee's property; and
- c. any expenses reasonably incurred in the sale or other disposition of Lessee's property.

A copy of the above cited Statute is available in the Project office.

9. Right to Enter: Lessor, its employees or agents and the representatives of any government authority, including police and fire officials, shall have the right to remove Lessee's lock and enter the Premises, without notice, to take such action as may be necessary to purposes of this Agreement, "Emergency" shall be defined as any event which jeopardizes the health, safety, and/or wellbeing of any person or of the Project of any of the buildings or the land appurtenant to the buildings or any other property or chattels stored at the Project.

10. Default: If Lessee breaches any term or condition of this Agreement including but not exclusively, the failure to pay rent, with ten (10) days after notice of such Default, Lessor in addition to such other rights it may have under this Agreement shall have the right to terminate this Agreement. If Lessee fails to pay any rent or other charges when due Lessor may:

- a. remove Lessee's lock and access the Premises;
- b. overlock the Premises to prevent Lessee's access until all amounts outstanding are paid in full;
- c. inventory and/or take possession of the property located in the Premises;
- d. sell the property stored in the Premises as permitted by law; or
- e. pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Lessee.

All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy.

11. Notices: Except as otherwise required by law, all notices under this Agreement by Lessor to Lessee shall be mailed by first class U.S. Mail, postage pre-paid, to Lessor's last known address and shall be conclusively presumed to have been received by Lessee three (3) business days after mailing, unless returned to Lessor by the U.S. Postal Service. Lessee is responsible for notifying Lessor in writing, via certified mail, return receipt requested, or in person at the Project office, of any change in Lessee's address.

12. Prohibiting Assignment and Subletting: Lessee may not assign his/her rights under this Agreement or sublet the Premises without the prior written consent of Lessor. The following codes have been addressed and will apply to this agreement between Lessee and Lessor; ORS 87.685, ORS 87.686, ORS 87.687, ORS 87.689, ORS 87.691, ORS 87.693 and ORS 87.695 all inclusive. This Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto. Lessee may not live or reside in unit at any time. If Lessor finds a lessee residing in a unit Lessor maintains the right to terminate this agreement and evict Lessor from the premises and have the lessee charged with criminal trespass. The facility is deemed closed after 9 pm and any and all occupants (with the exception of the live in manager) must vacate the premises unless prior arrangements have been made with the management.

13. Governing Law; Severability: This Agreement shall be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. If any part or provision of this Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Agreement shall remain in effect and be valid and enforceable. Lessor and Lessee agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Agreement, including any action for bodily injury, death or property

damage. Lessor and Lessee further agree that the federal or state courts in Lincoln County, Oregon shall have exclusive jurisdiction for any litigation related to this Agreement.

14. Oral Representations: This Agreement is the entire Agreement between the parties and supercedes any and all prior oral or written representations or agreements and may only be modified in writing signed by the owner or Resident manager of Lessor.

I have read and understand all pages of this Agreement and understand that this written Rental Agreement represents the entire agreement between the parties including any additional amendments as deemed necessary. I further warrant all information given in this Agreement is complete, true and accurate at the time of the signing of this Agreement.

Wayde L. Dudley
Wayde L. Dudley

Printed Name/Lessee

[Signature]
Signature/Lessee

6-3-13
Date

[Signature]
Signature/Lessor's Representative

* All unit sizes are estimates and based on industry standards. Actual sizes may vary per construction and unit dimensions.

Northgate Self Storage
105 NE 73rd St.
Newport, OR 97365
541-265-7890

Access Liability Waiver Due to Inclement Weather

MARK J. MIRANDA

I, ~~Wayde L. Dudley~~, the undersigned, understand that the management of Northgate Self Storage, has determined that the weather conditions on the property make it unsuitable for safe access. I understand that by accessing this facility, I am doing so over the manager's objections, and that I am solely liable for any injuries, accidents, or other mishaps that may occur while I am on the property. I further agree that this facility is free from any liability which might arise as result of may accessing the property.



Tenant Signature

6-3-13

Date