

Cougar's Closet Mini-Storage

1900 NE Terre View Dr, Pullman, WA 99163

cougarscloset@gmail.com

(509) 334-7575

Name

Unit #

Unit Size

Rate \$

Deposit

STORAGE AGREEMENT

This agreement does not give possessory interest in the premises. It is a contractual license to enter upon the premises and to use the premises for storage.

The manager agrees to license the use of the above described premises to the occupant on the terms specified on the reverse side of this storage agreement, and the occupant hereby accepts the same and acknowledges receipt of a completed storage agreement.

TERMS AND CONDITIONS

1. All payments are to be paid by the occupant; No subletting. Units will not be licensed for less than 1 month.
2. All payments are payable in advance of the due date, the 6th of every month, without demand (you will not be billed). A \$15.00 late fee will be applied if rent is not received or post marked by the 6th of the month. A second \$15.00 late fee will be applied if rent is not received by the 20th of the month.
3. It is the responsibility of the occupant to report any changes of contact information in writing to the manager.
4. It is understood that the manager carries no insurance covering the occupants goods and assumes no responsibility for same. See paragraph 11 on the reverse side. Any insurance protecting the personal property stored against fire, theft, or damage must be provided by the occupant.
5. Occupant will pay in advance a security, cleaning and damage deposit to be held by the manager. The deposit shall be returned to the occupant 6 weeks after this agreement has been terminated, less all charges for cleaning or repairing. Manager may retain any amount necessary from the deposit to compensate for payments due and unpaid under this agreement.
6. Occupant will disclose any lien holders or secured parties who have interest in property that is or will be stored in the facility.
7. The occupant understands that the premises are only open to occupants during daylight hours.
8. If occupant is in default under the terms and conditions of this agreement access to

the premises may be denied.

LIEN NOTICES

- 9. A pre-lien notice will be mailed to the occupant after rent has not been received for 1 month. A lien notice will be mailed to the occupant after rent has not been received for 2 months. A sales notice will be mailed 10 days after the lien notice has been mailed.
- 10. A \$15.00 certified mailing charge will be applied to each lien sale notices.
- 11. Occupant understands the manager has a lien on goods for payment of fee's due and unpaid and may sell the occupants goods with proper notice, if occupant is in default as described in paragraph 7 on the reverse side.

ADDITIONAL FEES

- 12. A fee of \$35.00 will be applied to all bounced checks and for all forced collection of bounced checks a 50% collection fee will also be applied.
- 13. Occupant agrees to place only 1 lock on the unit. A \$20.00 charge for cutting a second lock will be applied for units with 2 locks.
- 14. If occupant leaves remnants outside of their unit a \$15.00 cleaning fee will be applied.

FORECLOSURE FEES

- 15. Any foreclosed units will also be charged a \$75 hauling fee for each pickup load that is removed from the unit.

Send payment to: Cougar's Closet 1900 NE Terre View Dr, Pullman WA 99163
Please include name and unit number on check

Signed: _____

Date: _____

Manager: _____ Visa / CH # _____ Amount
\$ _____

TERMS

- 1. USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for storage of personal property and household goods owned by the occupant. Since occupant stores goods without the managers knowledge, supervision, or control, it's specifically agreed that the manager is not concerned with the kind, quality or value of any goods stored by the occupant pursuant to this license. Occupant shall disclose any lien holders or secured parties who have interest in property that is or will be stored in the facility. Nothing within shall constitute any agreement or admission by manager that occupant's stored property has any value, nor shall anything within alter the release of the managers liability set forth in paragraph 11. **Occupant further agrees that the premises will not be used for operation of any business or for human or animal occupancy.** Trash or other discarded materials shall not be allowed in or near the premises. **The storage of welding, flammable, explosive or other inherently dangerous materials is prohibited.** Vehicles or other similar fuel driven equipment may be stored only if fuel tanks are empty. Occupant shall not store in the premises any items which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises. **2. ACCESS.** In managers sole discretion, occupants access to the premises may be conditioned in any manner deemed reasonably necessary by manager to maintain order and to protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of occupants identity, and requiring occupant to sign in and out upon entering and leaving the premises.
- 3. RULES.** Occupant agrees to abide by all company rules and policies that are posted and are now in effect or that may be put in to effect from time to time. Manager agrees to supply written copies of said rules to occupant as they now exist and as they may be modified or adopted in the future.
- 4. CONDITION AND ALTERATION OF PREMISES.** Occupant has examined the premises and hereby accepts them as being in good order condition and repair. **Occupant agrees to immediately notify the manager of any defects, dilapidation, or dangerous conditions.** Occupant agrees to keep the premises in good order and condition and to pay the manager promptly for any repairs of the premises, caused by the occupant's negligence or misuse or the negligence or misuse of the occupant's invitees, licenses, and guests. Occupant shall make no alterations or improvements or do painting or redecorating without the prior written consent of the manager. Should the occupant damage the premises or make alterations, or painting or redecorating to the premises without the prior written consent of the manager then all costs necessary to restore the premises to its prior condition shall be borne by the occupant.
- 5. INSPECTION.** The manager may enter the space for purposes of inspection without prior notice to the occupant whenever the manager believes that any hazardous condition or nuisance has been created or is occurring in the space or for repairs to the interior of the door.
- 6. TERMINATION.** The agreement may be terminated by the manager by giving thirty days written notice to the occupant. **The lease may be terminated by the occupant by giving notice 7 days prior to the move out. The occupant must also give a written notice via email when they move out to completely terminate the lease. Failure to give notice will result in a nonrefunded deposit and the occupant may be charged up to 3 months rent plus late fees.** Upon termination, and prior to the return of any deposit the occupant shall completely vacate the space, leaving it in good and clean condition and allow manager to inspect the space in occupants presence to verify the final condition and content of space. As a further condition of termination, **the occupant shall leave a forwarding address for return of the deposit** and where occupant may be served with certified mail in any action to recover unpaid charges or for damages to the space or to the premises.
- 7. DEFAULT AND ABANDONMENT.** In accordance with RCW 19.150 The manager is hereby given a lien on all goods, merchandise or property of any description placed in or upon the demised premises by occupant to secure it for any payment of storage charges due hereunder. In addition to any lien or remedy proved by law, and in the event of the breach of covenant hereof or default by occupant in the payment of the storage charges when due, manager may without notice to occupant take immediate possession of the premises and all of the occupants property therein and store same at the expense of the occupant and giving occupant reasonable written notice of the time after which any sale or other intended disposition thereof is to be made, may sell property at public sale, or so much as therefor as is necessary to pay the expense of transfer, storage, sale, legal expense, record lien holders and arrange in payment and any balance remaining after such payments shall be paid over to the occupant on demand. Occupant shall not abandon

the space at any time during the term of this rental agreement. In addition to any other circumstances indicating abandonment by occupant, it is specifically agreed that in the event payment is due, owing or unpaid in any part for 30 consecutive days it shall be conclusively presumed that the occupant has abandoned the space within the meaning of the RCW 19.150. In the event such abandonment occupant agrees that the manager may enter and inspect the space, terminate the occupancy and dispose of all property left in the space by occupant in accordance with applicable provisions of law.

8. ASSIGNMENT OR SUBLETTING. Occupant shall not sublet or assign or sublicense all or any portion of the space or occupants interest therein without prior written consent of the manager.

9. LEGAL FEES. If legal action shall be brought by manager for any breach of this agreement, occupant shall pay to manager all costs, expenses, and reasonable attorneys fees incurred by manager in such action.

10. INDEMNITY. Occupant, for himself, his agents, executors, and administrators do indemnify and agree to hold the manager, and his agents free and harmless from any and all claims, demands, actions, causes of action, damages, attorney fees and cost of every kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of the occupants use or occupancy of the premises. In addition the occupant shall upon demand from the manager or his agents, provide at his own cost all necessary defense of the manager of any such claim, demand, action, or cause of action.

11. RELEASE OF MANAGERS LIABILITY. As a further consideration for the use and occupancy of the space and premises the occupant agrees that the manager shall not be liable to occupant for any loss or damage, injury or death caused to them or their property as the result of the use and occupancy of the premises.

It is further agreed that any stored property is placed in the space at occupants sole risk, and the manager or managers agents have no responsibility or liability for any loss to said property from any cause. The occupant acknowledges that the managers carry no insurance to cover the occupants loss or damages to their property. Occupant further acknowledges that that insurance is available from independent insurance companies to protect the occupant in the event of theft, damage, or destruction of his stored property. In the event the occupant acquires such insurance, occupant agrees to waive all rights of subrogation against the managers and his agents for any liabilities released. The occupant acknowledges that the manager does not warrant or represent that the occupants property will be safely kept not that it will be secure against theft not that the premises and space are secure against hazards caused by electricity, gas, water, tire, or the elements of weather or earthquake.

12. SECURITY OF SPACE. The occupant agrees to be solely responsible for providing such locks or other security devices as occupant desires for securing access to the space. In the event such locks or security devices are rendered ineffectual for their intended purposes from any cause or the space is rendered insecure by any manner the managers may at their sole discretion take whatever measures deemed necessary by the manager to secure the access to the occupants space. The manager is not responsible for taking any measures nor notifying the occupant that the space has become insecure. The fact the manager has taken measures to re-secure the access to the occupants space shall not alter the limitations upon managers liability set forth in paragraph 11 of this agreement, nor shall such measures be deemed a conversion of the managers stored property.

Signed: _____ Date: _____

Move In Form

Last Name: _____

First Name: _____

Address: _____

Apartment Number: _____ City: _____

Zip: _____

Cell Phone: _____ Home Phone: _____

Email Address: _____

Date of Birth: _____ Driver's License #: _____

Estimated Move Out: _____

Alternate Contact:

Name: _____ Relationship: _____

Address: _____ City: _____

Zip: _____

Phone #: _____

Emergency Contact:

Name: _____ Relationship: _____

Address: _____ City: _____

Zip: _____

Phone #: _____