

OREGON
RESIDENT GARAGE/STORAGE
RENTAL AGREEMENT (USE ONLY FOR RESIDENTS)

SAMPLE

DATE _____ PROPERTY NAME / NUMBER _____

GARAGE UNIT NUMBER SAMPLE STORAGE UNIT NUMBER SAMPLE

UNIT LOCATION SAMPLE

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

RESIDENT PHONE SAMPLE

TERMS

DATE RENTAL TERM BEGINNING:
SAMPLE

MONTHLY RENTAL AMOUNT:
 \$ SAMPLE

LATE FEE \$ SAMPLE

NSF FEE \$35.00 + BANK CHARGES

ACCOUNTING

SAMPLE
 RENT FROM SAMPLE THRU SAMPLE \$ SAMPLE

SECURITY DEPOSIT \$ SAMPLE

☒ KEY/CARD DEPOSIT \$ SAMPLE

☒ REMOTE DEPOSIT \$ SAMPLE

TOTAL DUE AT START OF RENTAL \$ SAMPLE

AUTHORIZED VEHICLES

| MAKE | MODEL | COLOR | STATE | PLATE # | PARKING ID # |
|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLI</u> | <u>SAMPLE</u> | <u>SAMPLE</u> |
| <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLI</u> | <u>SAMPLE</u> | <u>SAMPLE</u> |
| <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLI</u> | <u>SAMPLE</u> | <u>SAMPLE</u> |
| <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLI</u> | <u>SAMPLE</u> | <u>SAMPLE</u> |
| <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLE</u> | <u>SAMPLI</u> | <u>SAMPLE</u> | <u>SAMPLE</u> |

☒ IF CHECKED, GARAGE IS TO BE USED FOR MOTOR VEHICLE PARKING ONLY. NO STORAGE THAT WOULD PREVENT VEHICLE PARKING IS ALLOWED.

DAMAGE OR DEFICIENCIES IN THE STORAGE UNIT* ON COMMENCEMENT DATE:

SAMPLE

SPECIAL PROVISIONS:

SAMPLE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

RESIDENT

SAMPLE

DATE

☒ SAMPLE

OWNER/AGENT

SAMPLE

DATE

*Throughout this Agreement the term "storage unit" shall include garage except where expressly stated to the contrary.

1. **RESIDENTIAL TENANT.** Resident occupies a dwelling unit at the property of which the storage unit is a part. This Garage/Storage Rental Agreement shall be considered an amendment to and part of the Rental Agreement for the Resident's dwelling unit ("Dwelling Unit Rental Agreement"). Except as expressly provided herein, all terms and conditions of the Dwelling Unit Rental Agreement shall control.
2. **RENTAL PERIOD, DUE DATE, LATE CHARGES.** This is a month-to-month agreement commencing on the date set forth above and terminating as provided herein. Rent for the first month of this agreement shall be pro-rated for the calendar month and shall be due upon execution. Rent for all other months is due on the first day of each month. Rent is late if not received by Owner/Agent by the end of the fourth day of the month.
3. **SECURITY DEPOSIT.** The security deposit shall be added to and become a part of the security deposit under the Dwelling Unit Rental Agreement. The security deposit may be used by Owner/Agent to cure any default by Resident. In the event it is so used by Owner/Agent, Resident shall, immediately upon demand by Owner/Agent, replenish the security deposit. Resident shall not be entitled to interest on the security deposit.
4. **PROHIBITIONS ON USE.** Resident shall not use the storage unit for residential purposes, for practicing or rehearsing music, for a workshop of any type, for vehicle maintenance or repair, for the manufacture, distribution, use, or storage of illegal drugs, or the operation of a business. The storage or use of flammable, explosive, toxic or any other inherently dangerous material in the storage unit is prohibited. The storage of foodstuffs, animals, plants, insects or any perishables whatsoever is prohibited and shall conclusively deem Resident in default of this Garage/Storage Rental Agreement. The storage unit shall not be used for unlawful purposes and will be kept in good condition. No property shall be stored in the storage unit unless Resident has a legal right to possess that property. Resident shall not store in the storage unit any items of which would violate any law, or any order or requirement imposed by any city, county, state, or federal agency or department. Nor shall the Resident cause to be done any act, which creates or may create a nuisance in or on the Premises. **RESIDENT IS PROHIBITED FROM SMOKING IN THE STORAGE UNIT AT ALL TIMES.**
5. **VEHICLES.** Only those vehicles listed on page one may be parked in the garage or carport. All vehicles parked in a garage must be currently licensed, registered, and in operable condition. Only Residents with valid driver's licenses may have a vehicle registered with Owner/Agent. Vehicles and trailers for the towing of recreational vehicles may be stored in a garage, but not in a storage unit. The area in front of the garage and storage unit is common area and all other rules pertaining to use of this property shall apply.
6. **ASSIGNMENT AND SUBLETTING.** Resident may not assign or sublet this Garage/Storage Rental Agreement, the storage unit, or any part or interest therein without prior written consent of Owner/Agent, which may be withheld in Owner/Agent's sole discretion.
7. **SECURING THE STORAGE UNIT.** Resident has a duty to secure the storage unit. Resident shall purchase one lock of sufficient size and strength as is required to secure the entrance door on the storage unit. Resident shall keep the entrance to the storage unit locked at all times except when Resident is in the storage unit. In the event that Resident does not provide a lock and leaves the storage unit unsecured, Owner/Agent shall have the right, but not the obligation, to install a lock and charge a \$10.00 fee to Resident's account.
8. **INSURANCE.** If required under the Rental Agreement, Resident shall obtain and maintain, during the course of this Garage/Storage Rental Agreement, liability insurance in the amount set forth in the Rental Agreement. Resident acknowledges that Owner/Agent carries no insurance which in any way covers any loss whatsoever that Resident may suffer in the storage unit or on the Premises. If Owner/Agent does have insurance covering loss to the storage unit, Resident acknowledges that he/she is not a co-insured under any such insurance and Owner/Agent's insurer shall have a right of subrogation against Resident for any loss caused by Resident or his/her invitees.
9. **CONDITION OF THE STORAGE UNIT AND DISCLAIMER OF WARRANTIES.** Resident acknowledges that he/she has inspected the storage unit. Except as may be noted at the beginning of this Garage/Storage Rental Agreement, Resident acknowledges that the storage unit is in good condition and repair. Except to the extent required by law, Owner/Agent disclaims any implied or express warranties, guarantees, or representations as to the nature, condition, safety or security, of the storage unit or the building in which it is located.
10. **ACCESS.** Owner/Agent's right to access the storage unit is governed by the Oregon Residential Landlord and Tenant Act ("ORLTA").

11. RESPONSIBILITY FOR DAMAGES.

- a. Owner/Agent shall not be liable for personal injury or property damages to Resident unless caused by the negligence or wilful misconduct of Owner/Agent, or as otherwise provided under the ORLTA.
- b. Resident hereby agrees to indemnify and hold harmless Owner/Agent from and against any and all claims for damages to property or personal injury and costs, including attorney's fees, arising from the use of the storage unit or Premises by Resident and Resident's invitees, except as provided above.

12. TERMINATION.

 Termination shall occur as follows:

- a. Automatically upon termination of the Dwelling Unit Rental Agreement. It is expressly understood and agreed that any termination notice from either Owner/Agent or Resident relating to the dwelling unit shall automatically include the storage unit; or
- b. As provided in the Dwelling Unit Rental Agreement and the ORLTA.

13. CONDITION UPON TERMINATION.

 Upon the termination of this Garage/Storage Rental Agreement, Resident shall remove all his/her personal property from the storage unit and shall immediately deliver possession of the storage unit to Owner/Agent in the same condition as delivered to Resident on the commencement date of this Garage/Storage Rental Agreement, ordinary wear and tear excepted.

14. ABANDONED PROPERTY.

 Property abandoned by a Resident shall be disposed of as provided in ORS 90.425.

15. VACATE PROCEDURE.

 Resident shall, at the time the storage unit is vacated, notify Owner/Agent and shall at that time submit the storage unit for inspection by Owner/Agent. Owner/Agent shall apply any security deposit to remedy any default hereunder, including but not limited to, damages or vandalism attributable to Resident or his/her invitees caused during the term of this Garage/Storage Rental Agreement and shall assess additional charges to Resident for any costs to remedy damages in excess of the amount of the security deposit. Resident also agrees to pay all back rent and fees owed if any exist. **OWNER/AGENT SHALL SERVE RESIDENT WITH A FINAL ACCOUNTING OF THE SECURITY DEPOSIT WITHIN 31 DAYS OF THE LATER TO OCCUR OF TERMINATION OF THIS GARAGE/STORAGE RENTAL AGREEMENT AND VACATING THE STORAGE UNIT.**

16. NOTICES.

 Notices shall be served as provided in the ORLTA and the Dwelling Unit Rental Agreement.

17. ENTIRE AGREEMENT.

 There are no representations, warranties or agreements by or between the parties which are not fully set forth herein, and no representative of Owner/Agent is authorized to make any representations, warranties or agreements other than those expressly set forth herein.

18. BINDING EFFECT.

 This Garage/Storage Rental Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto.

19. TIME.

 Time is of the essence of each and every provision of this Garage/Storage Rental Agreement.

20. RULES AND REGULATIONS.

 Any rules and regulations provided to Resident when this Garage/Storage Rental Agreement commenced, given to Resident with 30 days notice or are posted in a conspicuous place in the building are made a part of this Garage/Storage Rental Agreement, and Resident shall comply at all times with such rules and regulations. Owner/Agent shall have the right from time to time to proclaim amendments and additional rules and regulations for the safety, care and cleanliness of the property and all common areas or for the preservation of good order, and upon posting of any such amendments or additions in a conspicuous place in the building shall become part of this Garage/Storage Rental Agreement.

21. WAIVER.

 Owner/Agent's failure to enforce any obligation or duty of Resident or to seek a remedy for Resident's default of any provision of this Garage/Storage Rental Agreement shall not be deemed to be continuing in nature. Owner/Agent may enforce every provision of this Garage/Storage Rental Agreement after any period of non-enforcement.

22. RETURNED CHECK CHARGE.

 A CHARGE OF \$35.00 PLUS BANK CHARGES WILL BE MADE FOR EACH CHECK RETURNED UNPAID BY RESIDENT'S BANK.

23. INTEREST.

 ANY DELINQUENT RENT AND ANY OTHER CHARGES AND AMOUNTS DUE SHALL BEAR INTEREST AT THE STATUTORY RATE UNTIL PAID.