



# NON-RESIDENT GARAGE/STORAGE/OTHER RENTAL AGREEMENT (USE ONLY FOR NON-RESIDENTS)



**SAMPLE** DATE SAMPLE PROPERTY NAME / NUMBER \_\_\_\_\_

UNIT NUMBER(S) SAMPLE ☒ GARAGE ☒ STORAGE ☒ PARKING ☒ OTHER SAMPLE

**SAMPLE** UNIT LOCATION SAMPLE

RENTER'S NAME(S) SAMPLE

RENTER'S MAILING ADDRESS SAMPLE UNIT NUMBER SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

RENTER'S PHONE SAMPLE RENTER'S EMAIL SAMPLE

**SAMPLE** LANDLORD'S ADDRESS SAMPLE

CITY SAMPLE STATE SAMPLE ZIP SAMPLE

LANDLORD'S PHONE SAMPLE LANDLORD'S EMAIL SAMPLE

**SAMPLE** ☒ LEASE TERM BEGINNING SAMPLE ENDING SAMPLE ☒ MONTH-TO-MONTH BEGINNING SAMPLE

☒ IF CHECKED, RENTER'S INSURANCE IS REQUIRED. MINIMUM INSURANCE AMOUNT \$ SAMPLE (\$100,000 IF LEFT BLANK)

MONTHLY CHARGES		RENT:	
MONTHLY STATED RENT	\$ <u>SAMPLE</u>	FROM <u>SAMPLE</u> THRU <u>SAMPLE</u>	\$ <u>SAMPLE</u>
OTHER	\$ <u>SAMPLE</u>	RENT PAID AT START OF RENTAL	\$ <u>SAMPLE</u>
TOTAL MONTHLY CHARGES	\$ <u>SAMPLE</u>	DEPOSITS:	
		SECURITY DEPOSIT	\$ <u>SAMPLE</u>
		KEY/CARD DEPOSIT	\$ <u>SAMPLE</u>
		REMOTE DEPOSIT	\$ <u>SAMPLE</u>
		TOTAL DEPOSITS CHARGED	\$ <u>SAMPLE</u>
		DEPOSITS PAID	\$ <u>SAMPLE</u>
		<input checked="" type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER	

FEES		ACCOUNTING	
DISHONORED CHECK FEE	\$35 + BANK CHRGS		
SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE	\$ <u>SAMPLE</u>		
NON-COMPLIANCE FEE	\$ <u>SAMPLE</u>		
LATE RENT PAYMENT FEE	\$ <u>SAMPLE</u>		
DATE IMPOSED	<u>SAMPLE</u>		

VEHICLES		PARKING	
MAKE	MODEL	COLOR	STATE
<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>
<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>
<input checked="" type="checkbox"/> IF CHECKED, GARAGE IS TO BE USED FOR MOTOR VEHICLE PARKING ONLY. NO STORAGE THAT WOULD PREVENT VEHICLE PARKING IS ALLOWED.		PLATE #	PARKING ID #
		<u>SAMPLE</u>	<u>SAMPLE</u>
		<u>SAMPLE</u>	<u>SAMPLE</u>

**SAMPLE** **CONTENTS OF STORAGE UNIT:** RENTER SHALL INFORM OWNER/AGENT IN WRITING OF THE ADDITION TO OR REMOVAL FROM THE STORAGE UNIT OF PROPERTY VALUED AT \$500 OR MORE WITHIN 7 DAYS OF SUCH ADDITION OR REMOVAL.

GENERAL DESCRIPTION OF RENTER'S PROPERTY: SAMPLE TOTAL ESTIMATED VALUE: \$ SAMPLE

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

SPECIAL PROVISIONS: SAMPLE

<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>
<input checked="" type="checkbox"/> RENTER	DATE	<input checked="" type="checkbox"/> RENTER	DATE
<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>
<input checked="" type="checkbox"/> RENTER	DATE	<input checked="" type="checkbox"/> RENTER	DATE
<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>	<u>SAMPLE</u>
<input checked="" type="checkbox"/> OWNER/AGENT	DATE	<input checked="" type="checkbox"/> OWNER/AGENT	DATE

1. **DEFINITIONS.** Throughout this Agreement the term "storage unit" includes garage and carport except where expressly stated to the contrary. "Landlord" means the owner, or owner's agent, of the property.
2. **COMMERCIAL TENANCY.** Renter acknowledges that he/she is not a residential tenant and the rental of the storage unit is not governed by the residential landlord-tenant laws.
3. **DUE DATE, LATE CHARGES.** 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 Landlord by the end of the fourth day of the month and the late fee listed on page one will be charged.
4. **SECURITY DEPOSIT.** The security deposit may be used by Landlord to cure any default by Renter. In the event it is so used by Landlord, Renter shall, immediately upon demand by Landlord, replenish the security deposit. Renter shall not be entitled to interest on the security deposit.
5. **RETURNED CHECK CHARGE.** A charge of \$35.00 will be made for each check returned unpaid by renter's bank.
6. **INTEREST.** Any delinquent rent and any other charges and amounts due shall bear interest at the statutory rate until paid.
7. **NON-COMPLIANCE FEES.** Landlord may charge a non-compliance fee in the amount stated on page one each time Landlord sends a notice to Renter as a result of Renter's non-compliance with this rental agreement or any written rules or policies related to the storage unit.
8. **APPLICATION OF PAYMENTS.** All payments made by Renter to Landlord after the rental commences, no matter how designated by Renter, may be applied by Landlord as follows: first to any outstanding amounts due Landlord for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; and third, to the current month's rent.
9. **PROHIBITIONS ON USE.** Renter 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 as defined under federal or state law, 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. 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 Renter has a legal right to possess that property. Renter 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 Renter cause to be done any act, which creates or may create a nuisance in or on the Premises. **RENTER IS PROHIBITED FROM SMOKING IN THE STORAGE UNIT AT ALL TIMES.**
10. **VEHICLES.** Only those vehicles listed on page one may be parked in the garage or carport. All vehicles parked in a garage or carport must be currently licensed, registered, and in operable condition. 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.
11. **ASSIGNMENT AND SUBLETTING.** Renter may not assign or sublet this Rental Agreement, the storage unit, or any part or interest therein without prior written consent of Landlord, which may be withheld in Landlord's sole discretion.
12. **SECURING THE STORAGE UNIT.** Unless Landlord supplies a lock at the commencement of the rental, Renter has a duty to secure the storage unit. Renter shall purchase one lock of sufficient size and strength as is required to secure the entrance door on the storage unit. Renter shall keep the entrance to the storage unit locked at all times except when Renter is in the storage unit. In the event that Renter does not provide a lock and leaves the storage unit unsecured, Landlord shall have the right, but not the obligation, to install a lock and charge the cost of the lock plus a fee to cover the installation costs to Renter's account.
13. **RENTER'S INSURANCE.** If renter's insurance is required on the front of this Rental Agreement, Renter will obtain and maintain insurance with liability coverages of at least the minimum amount listed. Renter will supply Landlord with evidence of such insurance prior to occupying the storage unit and thereafter upon request. Failure to maintain such insurance in full force will be considered a material non-compliance with this Rental Agreement. If insurance is not required by this Rental Agreement, Renter shall obtain and maintain, during the course of this Rental Agreement, sufficient casualty insurance for fire and property damage to protect the property stored in the storage unit. Renter acknowledges that Landlord carries no insurance which in any way covers any loss whatsoever that Renter may suffer in the storage unit or on the Premises. If Landlord does have insurance covering loss to the storage unit, Renter acknowledges that he/she is not a co-insured under any such insurance and Landlord's insurer shall have a right of subrogation against Renter for any loss caused by Renter or his/her invitees. Renter, on behalf of himself/herself and Renter's insurers, hereby waives any right to subrogation against Landlord or its agents, employees or insurers with respect to any loss or damage relating to Renter's property to the extent such loss or damage is covered by Renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.
14. **CONDITION OF THE STORAGE UNIT AND DISCLAIMER OF WARRANTIES.** Renter acknowledges that he/she has inspected the storage unit. Except as may be noted at the beginning of this Rental Agreement, Renter acknowledges that the storage unit is in good condition and repair. Except to the extent required by law, Landlord 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.
15. **ACCESS.** a) Landlord shall have the right to access the storage unit at all reasonable times for all legal purposes. b) Renter shall have access to the storage unit during regular business hours **PROVIDED RENTER IS NOT**

IN DEFAULT UNDER THIS RENTAL AGREEMENT. Upon any default the Renter's right to access shall cease.

#### 16. RESPONSIBILITY FOR DAMAGES.

- a. Landlord shall not be liable for personal injury or property damage or loss from theft, vandalism, fire, pests, water, hurricane, rain, explosion, or any other causes whatsoever, unless caused by the gross negligence or willful misconduct of Landlord. Landlord shall not be liable to Renter or Renter's invitees, family, employees, agents, servants, or anyone else associated with Renter for any personal injury or damage to personal property caused by any act of any other person on said Premises.
- b. Renter hereby agrees to indemnify, defend and hold harmless Landlord 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 by Renter and Renter's invitees.
- c. Renter authorizes Landlord to send communications about past due amounts to any address, email or phone number listed on the front of this Rental Agreement.
17. **CONVERSION OF FIXED-TERM TENANCY.** A fixed-term tenancy will automatically convert to a month-to-month tenancy unless either party has properly terminated the tenancy by giving at least 30 days' written notice prior to the end of the fixed term.
18. **TERMINATION.** This Rental Agreement shall terminate: a) Automatically if rent is not received by Landlord by the end of the 10th day of the month; b) For a month-to-month agreement, upon the giving of at least 30 days written notice by either party; c) Upon Renter's failure to comply with any term or condition or fulfill any obligation under this Rental Agreement within 10 days after written notice specifying the nature of the default; or d) Upon the giving of at least 24 hours written notice if Renter engages in the sale, manufacture or delivery of a controlled substance as defined under federal or state law or stores or disposes of any hazardous material in the storage unit.
19. **CONDITION UPON TERMINATION.** Upon the termination of this Rental Agreement, Renter shall remove all his/her personal property from the storage unit and shall immediately deliver possession of the storage unit to Landlord in the same condition as delivered to Renter on the commencement date of this Rental Agreement, ordinary wear and tear excepted.
20. **OWNER LIEN RIGHTS.** In addition to such liens and remedies provided by law, Landlord is hereby given a lien upon the contents of the storage unit to secure the payment of all rents, charges and costs incident to the Renter's default, including attorney's fees. If this Rental Agreement is terminated for any reason and the Renter owes Landlord any rent, late fee, or other charge, the personal property in the storage unit at the time of termination shall be disposed of in accordance with applicable law.
21. **ABANDONED PROPERTY.** Property abandoned by Renter shall at Landlord's discretion be disposed of by throwing away, donating, selling at a private sale, or as otherwise provided by law.
22. **VACATE PROCEDURE.** Renter shall, at the time the storage unit is vacated, notify Landlord and shall at that time submit the storage unit for inspection by Landlord. Landlord shall apply any security deposit to remedy any default hereunder, including but not limited to, damages or vandalism occurring during the term of this Rental Agreement and shall assess additional charges to Renter for any costs to remedy damages in excess of the amount of the security deposit. Renter also agrees to pay all back rent and fees owed if any exist. **LANDLORD SHALL MAIL RENTER A FINAL ACCOUNTING OF THE SECURITY DEPOSIT WITHIN A REASONABLE TIME AFTER TERMINATION OF THIS RENTAL AGREEMENT AND RENTER VACATING THE STORAGE UNIT.**
23. **NOTICES.** Any written notice shall be served by personal service or registered or certified mail to the party's last known address and, if appropriate, a notice from Landlord will contain the information required by ORS 87.689 or other applicable law. Any notice to Renter shall be effective upon mailing and any notice to Landlord will be effective upon receipt or refusal. **IF RENTER CHANGES HIS/HER ADDRESS HE/SHE SHALL GIVE LANDLORD WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING RENTER'S NEW CURRENT ADDRESS AND TELEPHONE NUMBER.**
24. **BINDING EFFECT.** This Rental Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto.
25. **ATTORNEY FEES.** In any suit or action arising out of this Agreement or Renter's use of the storage unit, the prevailing party will be entitled to recover their reasonable attorney fees both at trial and on any appeal.
26. **TIME.** Time is of the essence of each and every provision of this Rental Agreement.
27. **RULES AND REGULATIONS.** Any rules and regulations provided to Renter when this Rental Agreement commenced, given to Renter with 30 days' notice or are posted in a conspicuous place on the storage unit are made a part this Rental Agreement, and Renter shall comply at all times with such rules and regulations. Landlord shall have the right from time to time to make 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 on the storage unit shall become part of this Rental Agreement.
28. **WAIVER.** Landlord's failure to enforce any obligation or duty of Renter or to seek a remedy for Renter's default of any provision of this Rental Agreement shall not be deemed to be continuing in nature. Landlord may enforce every provision of this Rental Agreement after any period of non-enforcement.
29. **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 Landlord is authorized to make any representations, warranties or agreements other than those expressly set forth herein.