

SPRAGUE-STORAGE UNITS
COLEMAN OIL
4TH & HWY 23
SPRAGUE, WA 99032
PHONE (208) 799-2000
FAX (208) 799-2008

MONTH-TO-MONTH TENANCY RENTAL AGREEMENT

USE OF SPACE: _____
NAME: _____
ADDRESS: _____

EMPLOYER: _____
SPOUSE: _____

DATE: _____
SSN: _____
PHONE: _____
ALT PHONE: _____
WK. PHONE: _____

I, _____, (TENANT) HEREBY RENT FROM SPRAGUE – COLEMAN OIL STORAGE UNIT (LESSOR), THOSE CERTAIN PREMISES DESCRIBED AS SPACE NUMBER _____, SIZE _____ LOCATED AT 4TH & HWY 23, SPRAGUE WA 99032, HEREINAFTER REFERRED TO AS “PREMISES”.

1. **RENT:** RENT IS THE SUM OF \$_____ PER MONTH IN ADVANCE DUE ON THE 10TH DAY OF EACH AND EVERY CALENDAR MONTH TO LESSOR OR TO LESSOR’S DESIGNATED AGENT. IN THE EVENT OF A DISHONORED BANK CHECK FROM TENANT TO LESSOR, TENANT AGREES TO PAY \$20.00 AS LIQUIDATED DAMAGES FOR SAID DISHONORED BANK CHECK AS ADDITIONAL RENT.
2. **DEPOSITS:** TENANT SHALL PAY IN ADVANCE A SECURITY, CLEANING AND DAMAGE DEPOSIT OF \$_____, TO BE HELD BY LESSOR FOR THE FAITHFUL PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND FOR CLEANING AND REPAIR TO THE PREMISES AFTER SURRENDER OF THE SAME BY THE TENANT. THE DEPOSIT SHALL BE REFUNDED TO THE TENANT WITHIN 2 WEEKS AFTER TENANT VACATES THE PREMISES, LESS ALL CHARGES FOR CLEANING, REPAIRING, REPLACEMENT OF ANY MISSING ITEMS OR OTHER AMOUNT DUE UNDER THIS AGREEMENT WHEN NECESSARY TO COMPENSATE LESSOR FOR LOSS OR DAMAGE CAUSED BY THE BREACH OF TENANT, INCLUDING ANY AMOUNTS NECESSARY TO COMPENSATE LESSOR FOR DELINQUENT RENT OWED BY TENANT. AT THE TERMINATION OF THE TENANCY, IT SHALL BE TENANT’S RESPONSIBILITY TO RETURN THE PREMISES IN THE SAME CONDITION AS THEY WERE IN WHEN RENTED TO TENANT.
3. **USE AND OCCUPANCY AND COMPLIANCE WITH LAW:** THE PREMISES ARE TO BE USED ONLY FOR STORAGE OF PERSONAL PROPERTY AND HOUSEHOLD GOODS OWNED BY TENANT. TENANT FURTHER AGREES THAT THE PREMISES WILL NOT BE USED FOR HUMAN OR ANIMAL OCCUPANCY. TRASH OR OTHER SUCH MATERIALS SHALL NOT BE ALLOWED IN OR NEAR THE LEASED PREMISES. THE STORAGE OF WELDING OR FLAMMABLE EXPLOSIVES OR OTHER INHERENTLY DANGEROUS MATERIAL IS PROHIBITED. TENANT SHALL NOT STORE IN THE PREMISES ANY ITEMS WHICH SHALL BE IN VIOLATION OF ANY ORDER OR REQUIREMENT IMPOSED BY ANY 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 CREATED OR MAY CREATE A NUISANCE IN OR UPON OR CONNECTED WITH THE PREMISES.
4. **SIGNS:** NO PAINTED OR OTHER SIGNS OF ANY TYPE SHALL BE PLACED ON THE LEASED PREMISES.
5. **RULES:** TENANT AGREES TO ABIDE BY ALL MINI-STORAGE RULES AND POLICIES THAT ARE POSTED AND ARE NOW IN EFFECT OR THAT MAY BE PUT INTO EFFECT FROM TIME TO TIME. LESSOR AGREES TO SUPPLY WRITTEN COPIES OF SAID RULES TO TENANT AS THEY NOW EXIST AND AS THEY MAY BE MODIFIED OR ADOPTED IN THE FUTURE.
6. **CONDITION AND ALTERATION OF PREMISES:** TENANT HAS EXAMINED THE PREMISES AND HEREBY ACCEPTS THEM AS BEING IN GOOD ORDER, CONDITION AND REPAIR. TENANT AGREES TO IMMEDIATELY NOTIFY OWNER OF ANY DEFECTS, DILAPIDATION OR DANGEROUS CONDITIONS. TENANT AGREES TO KEEP THE PREMISES IN GOOD ORDER AND CONDITION AND TO PAY LESSOR PROMPTLY FOR ANY REPAIRS OF THE

PREMISES CAUSED BY TENANT'S NEGLIGENCE OR MISUSE OR THE NEGLIGENCE OR MISUSE OF TENANT'S INVITEES, LICENSEES OR GUESTS. TENANT SHALL MAKE NO ALTERATIONS OR IMPROVEMENT OF THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. SHOULD TENANT DAMAGE OR DEPRECIATE THE PREMISES OR MAKE ALTERATIONS OR IMPROVEMENTS, OR DO PAINTING OR REDECORATING WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, THEN ALL COST NECESSARY TO RESTORE THE PREMISES TO ITS PRIOR CONDITION SHALL BE BORNE BY TENANT.

- 7. **INSPECTION:** TENANT AGREES THAT LESSOR OR HIS AGENT MAY AT ANY REASONABLE TIME ENTER TO INSPECT THE PREMISES OR MAKE REPAIRS. TENANT FURTHER AGREES THAT LESSOR OR HIS AGENT MY SHOW THE PREMISES TO PROSPECTIVE PURCHASERS OF THE PROPERTY OR TO LENDING INSTITUTIONS OR THEIR REPRESENTATIVE AT ANY REASONABLE TIME OR IS NOTICE OF TERMINATION OF THE TENANCY HAS BEEN GIVEN BY EITHER PARTY, OR PROSPECTIVE TENANTS DURING THE 30 DAY PERIOD PRIOR TO TERMINATION.
- 8. **TERMINATION:** THE TENANCY UNDER THIS AGREEMENT MAY BE TERMINATED BY EITHER LESSOR OR TENANT BY THE GIVING OF WRITTEN NOTICE TO THE OTHER OF HIS INTENTION TO TERMINATE THE TENANCY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION. RENT IS PAYABLE BY TENANT TO LESSOR FOR SAID 30-DAY PERIOD AND IF TENANT VACATES PRIOR TO THE END OF THE SAID 30-DAY PERIOD, TENANT MUST NEVERTHELESS PAY RENT FOR SAID 30 DAYS AS HEREINABOVE PROVIDED. AS CONDITIONS FOR SUCH TERMINATION AND PRIOR TO THE RETURN OF ANY DEPOSIT, TENANT SHALL DO THE FOLLOWING: COMPLETELY VACATE THE PREMISES IN GOOD AND CLEAN CONDITION, REASONABLE WEAR AND TEAR ACCEPTED AND LEAVE TENANT'S FORWARDING ADDRESS AND ALLOW LESSOR TO INSPECT THE PREMISES IN TENANT'S PRESENCE TO VERIFY THE FINAL CONDITION OF THE PREMISES AND ITS CONTENTS.
- 9. **ABANDONMENT:** TENANT SHALL NOT ABANDON THE PREMISES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. IF TENANT SHALL ABANDON SAID PREMISES OR BE DISPOSSESSED BY PROCESS OF LAW, OR OTHERWISE, THEN LESSOR OR HIS AGENT SHALL HAVE THE RIGHT TO TAKE IMMEDIATE POSSESSION OF AND RE-ENTER SAID PREMISES.
- 10. **ASSIGNMENT OR SUBLETTING:** TENANT SHALL NOT SUBLET OR ASSIGN ALL OR ANY PORTION OF THE PREMISES OR TENANT'S INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.
- 11. **ATTORNEY'S FEES:** IF LEGAL ACTION SHALL BE BROUGHT BY LESSOR FOR UNLAWFUL DETAINER, TO RECOVER ANY SUMS DUE UNDER THIS AGREEMENT OR FOR THE BREACH OF ANY OTHER COVENANT OR CONDITION CONTAINED IN THE AGREEMENT; TENANT SHALL PAY TO LESSOR ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY LESSOR IN THE AFORESAID ACTION.
- 12. **LIABILITIES:** TENANT SHALL HOLD LESSOR AND HIS AGENTS HARMLESS FROM ALL CLAIMS OF LOSS OR DAMAGE TO PROPERTY AND OF INJURY TO OR DEATH OF PERSONS CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENCE OF TENANT, HIS GUESTS, LICENSEES OR INVITEES, OR OCCURRING ON THE PREMISES RENTED FOR TENANT'S EXCLUSIVE USE. TENANT HEREBY EXPRESSLY RELEASES LESSOR FROM ANY AND ALL LIABILITY OR LOSS OR DAMAGE TO TENANTS' PROPERTY OR EFFECTS ARISING OUT OF WATER LEAKAGE, BREAKING PIPES, THEFT OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF LESSOR. TENANT'S POSSESSIONS WITHIN THE BUILDING ARE SO PLACED AT TENANTS' SOLE RISK AND LESSOR SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE CAUSED TO SAID POSSESSIONS WHATSOEVER. TENANT ACKNOWLEDGES THAT INSURANCE IS AVAILABLE FROM INDEPENDENT INSURANCE COMPANIES FOR DAMAGE TO TENANT'S PROPERTY AND FOR THE LIABILITY IMPOSED IN THIS PARAGRAPH. TENANT FURTHER UNDERSTANDS LESSOR CARRIES NO INSURANCE ON TENANT'S PROPERTY. LESSOR ASSUMES NO LIABILITY FOR ANY DAMAGE TO TENANT'S PROPERTY WHILE STORED IN HICO MINI-STORAGE.

LESSOR HEREBY ACKNOWLEDGES RECEIPT OF \$ _____ AS PAYMENT IN ADVANCE OF THE FIRST MONTH'S RENT. LESSOR FURTHER ACKNOWLEDGES RECEIPT OF \$ _____ AS FOR SECURITY, CLEANING AND DAMAGE DEPOSIT AS DEFINED HEREIN.

THIS AGREEMENT HAS BEEN EXECUTED ON THE _____ DAY OF _____, 20__.

TENANT: _____ LESSOR: _____