



shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

For Office Use Only

Applicant is a Member or Renter in good standing

Initials Date

STORAGE LOT LEASE AGREEMENT

This lease agreement was entered into on _____ between Shelter Bay Community, Inc., a Washington non-profit corporation, hereinafter referred to as "Lessor" and _____ who shall hereinafter be referred to as "Lessee".

RECITALS

WHEREAS, Lessee is a Member of Shelter Bay Community or is a Renter who has properly completed and filed a Tenant Information Form, and WHEREAS, Lessor owns a self-service storage facility and desires to lease storage space on said Shelter Bay Community, Inc., Storage Lot, hereinafter referred to as "Storage Lot".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – RENTAL

Lessor hereby rents and leases to Lessee and Lessee hereby leases from Lessor Storage Space No. _____ (hereinafter referred to as "Storage Space") located at the Storage Lot for the term and at the rental provided for in this lease agreement.

1.1 The Lessee agrees that this Lease shall be effective only so long as the Lessee is a Member of Shelter Bay Community, Inc., as defined in the Articles of Incorporation of Shelter Bay Community, Inc. or is a Renter who has properly completed and filed a Tenant Information Form.

1.2 Within fourteen (14) days of such date that the Lessee is no longer a Member or Renter of Shelter Bay Community, Inc., this lease shall terminate without further notice and Lessee shall remove all of Lessee's property from such Storage Space and shall return the key to the Storage Lot to the Shelter Bay Community, Inc. office.

1.3 All items to be stored must be identified on this Lease pursuant to Section 2 of this Agreement and are subject to the approval of the Lessor's manager or designee. Lessee shall comply with this Lease Agreement and all other Rules, Regulations and Covenants of Shelter Bay Community, Inc.

1.4 Storage Lot spaces cannot be subleased.

SECTION 2 – LIST OF ITEMS TO BE STORED & LIMITATIONS ON ITEMS TO BE STORED

2.1 The Lessee desires to store the following items on said Storage Space (list by make, model and license or registration number where applicable).

PROPERTY DESCRIPTION	

2.2 Lessee agrees that only the items set forth in Section 2.1 shall be stored on the Lessee's Storage Space and Lessee agrees to apply to the Lessor to amend this list should the Lessee desire to store any additional items on said Storage Space.

2.3 Items stored on said Storage Space must be mobile so as to facilitate removal in the event of emergency. Issues regarding mobility shall be resolved by Lessor's Manager, or designee. Storage sheds are not allowed unless approved by the Lessor's Manager.

2.4 Items stored shall be within the boundaries of the Storage Space assigned. No item shall be closer than 12 inches to a space side line, or closer than 12 inches to a fence.

2.5 The name, address, and telephone number(s) of the lessee is to be conspicuously displayed on at least one item stored in the lot.

2.6 If the Lessee stores items which are not listed in Section 2.1 above, Lessor may remove such items at the Lessee's sole expense and may elect to terminate this Agreement.

2.7 No flammable or hazardous materials of any kind shall be stored, with the exception of fuels contained in tanks approved for their use and properly attached to the stored vehicle.

2.8 Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use said Storage Space for any commercial, industrial, retail, or wholesale purpose. The premises are intended for the sole and exclusive use for the storage of property owned or lawfully in the possession of Lessee.

SECTION 3 – RENT

The monthly rental fee for the space leased by Lessee shall be _____ Dollars. Provided, however, that the rate may be changed by the Lessor upon giving fourteen (14) days written notice to Lessee.

SECTION 4 – SECURITY DEPOSIT

Lessees who are Renters (not Members of Shelter Bay Community, Inc.) shall pay, at the time this Lease Agreement is executed, a Security Deposit in the amount of \$ _____ to be held by Lessor for repair of damages or removal of items left in the space upon the expiration or termination of this Lease. The Security Deposit shall be refunded to the Lessee within 30 days of the expiration or termination of this lease, subject to payment of all outstanding fees and charges, returning the premises in acceptable condition, and returning the key to the Storage Lot upon vacating the space. Lessee is not entitled to interest on the Security Deposit.

SECTION 5 – TERM

This lease agreement shall be on a month-to-month basis, unless Lessor or Lessee gives fourteen (14) days written notice of intent to terminate this lease agreement or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

SECTION 6 – DELINQUENT PAYMENT

6.1 Rental payments shall be due and payable on receipt of the bill, or at the time this Lease Agreement is executed.

6.2 In the event that rental payment is not received by the thirtieth (30th) day of the month in which it has become due and payable, the rental payments shall be considered as delinquent, and will be subject to late fees and penalties.

6.3 Failure to pay the rental payment when due shall constitute a basis for termination of this lease agreement.

SECTION 7 – MAINTENANCE

The Storage Lot is a self-service facility. Lessee shall keep and maintain the storage space in a clean and sanitary condition including removal of weeds, grass, and other growth or debris. Lessee shall not permit the accumulation of rubbish, liquid waste, or refuse on the storage space. Lessee shall at the termination of this lease agreement leave the storage space in a clean condition.

SECTION 8 – OTHER RESTRICTIONS ON USE

- 8.1 Children under the age of 12 are not permitted in the Storage Lot unless accompanied by a responsible adult.
- 8.2 Pets must be leashed and under the control of owner.
- 8.3 Speed limit within the Storage Lot is 5 MPH.
- 8.4 The Storage Lot gate must be closed and locked at all times after both entering and leaving the facility.

SECTION 9 – DEFAULT & LIEN

9.1 Pursuant to RCW 19.150.020, Lessor shall have a lien for storage charges and for money necessarily expended in and about the premises for the care, preservation, and keeping of the property stored. Lessor also shall have a lien for the attorney fees and expenses of sale where default has been made in satisfying a valid lien.

9.2 Lessee acknowledges that Lessee's property is subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remains unpaid for fourteen (14) consecutive days pursuant to RCW 19.150.120.

9.3 Lessor may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney fees.

SECTION 10 – RELEASE OF LESSOR FROM LIABILITY

10.1 Lessee hereby releases Lessor from all liability and claims for damages by reason of injuries of any kind to any persons, including Lessee or any property of any kind whatsoever and to whomsoever belonging, including Lessee from any cause or causes whatsoever while in, upon, or in any way connected with the premises during the term or any extension of this lease agreement.

10.2 Lessee agrees to save and hold Lessor harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring, including attorney fees and costs.

10.3 Lessor shall not be responsible for theft or damage, if any, to such property nor any damage caused by fire, water, or from any cause whatsoever. Lessor shall have the right to enter into and upon the Lessee's Storage Space for the purpose of inspecting the condition of the premises.

SECTION 11 – ATTORNEY FEES

Lessee shall pay Lessor's reasonable attorney fees in the event any action is instituted at law to enforce any covenant contained in this Lease Agreement or to recover any rent due or to recover possession of the storage space for any default or breach of this Lease agreement by Lessee.

SECTION 12 – DISPUTES

Disagreements regarding the use of the Storage Space or the interpretation of this Lease shall be resolved by the Shelter Bay Community, Inc. Manager. Members in good standing may appeal such decisions through the Shelter Bay Community, Inc. appeal process.

SECTION 13 – GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any civil actions shall be in the Skagit County Superior Court.

SECTION 14 – EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Lease Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 15 – WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION 16 – REMEDIES OF LESSOR CUMULATIVE

The remedies given to Lessor in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

SECTION 17 – ENTIRE AGREEMENT & FAILURE TO COMPLY

This Agreement, along with all other documents referred to in this Agreement, which are incorporated herein by reference, constitutes the entire agreement contemplated by the parties. No promise or undertakings of any kind whether made contemporaneously herewith or prior hereto is to be, or considered to be, a part of this agreement.

Failure to comply with any portion of this agreement will cause the "Lessee" to be subject to a fine of \$100 and/or termination of this agreement with removal of all items at lessee's expense. Fine shall include the dollar amount plus clean-up and other charges.

SECTION 18 – NOTICES

All notices, demands, requests, consents, approvals and other items required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given, and received three days after postmark, if sent by certified mail, postage-prepaid, return receipt requested to the addresses set forth below:

Lessee:
 Name: _____
 Address: _____
 City, State, Zip: _____

Lessor:
 Shelter Bay Community, Inc.
 1000 Shoshone Drive
 La Conner, WA 98257

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

LESSEE:

LESSOR, SHELTER BAY COMMUNITY, INC.

Signature Lot # Date

By: Date

MEMBER SIGNATURE IF LESSEE IS A RENTER:

By: Date

