

THIS STORAGE RENTAL AGREEMENT, the "Agreement," is made by and between LYONS STORAGE LLC the "Owner," and the Occupant named on the front of this Agreement. This Agreement is made pursuant to the Washington Self-Service Storage Act, Ch. 19.150 RCW, the "Act." For and in consideration of the payment of rents and the performance of the covenants contained herein on the part of the Occupant, Owner does hereby rent unto Occupant the Unit for the storage of Occupant's personal property, the "Property." In consideration of the renting of the Unit and the agreements contained herein, Occupant UNDERSTANDS, ACKNOWLEDGES, COVENANTS, REPRESENTS, WARRANTS, AND AGREES WITH OWNER AS FOLLOWS:

1. To pay Owner the rents in advance on or before the first day of each and every month. Monthly billing statement will be mailed only upon request with a \$2.00 fee.
2. To keep the storage space (the "Unit") in good condition, and to sweep and return the Unit in satisfactory condition upon termination of this Agreement.
3. Not to permit any acts to be done anywhere in the facility in violation of any statute, law, regulation or ordinance, or insurance policy; nor to use or permit the use of the Unit for any illegal purpose.
4. To only store property therein which Occupant may legally possess. Occupant agrees not to store property with a total value in excess of \$5,000.00 without the written permission of Owner, which permission may be withheld in the sole discretion of Owner. If such written permission is obtained, the value of the Occupant's property shall not be deemed to exceed \$5,000.00. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value nor shall anything herein alter the release by the Occupant of Owner's liability as set forth in Section 18 below.
5. Not to place, install or operate in the Unit any engine, stove or machinery nor to conduct mechanical operations or cook thereon or therein, nor to store, place or use in or about the Unit any food, tires, explosives, gasoline or other motor fuel (except as contained in the permanently affixed and properly vented fuel tank(s) of a stored motor vehicle or boat), kerosene, oil, acid, caustic or any other flammable, explosive, or hazardous substances which may be hazardous to the Unit, or to the health, safety or welfare of the public; nor to allow any noxious odors or liquid of any kind to escape therefrom.
6. Lessee shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Lessor. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:
 - i. Any substance defined as a "hazardous substance" under CERCLA;
 - ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
 - iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under federal, state or local law, code, ordinance or regulation.
7. Not to conduct sales of property or exhibition, or business, repairs, maintenance or work of any kind in the Unit.
8. Not to use the Unit as a permanent or temporary residence for humans or animals or permit the Unit to be so used.
9. To abide by the Rules and Regulations attached hereto and any others which Owner may from time to time publish and post.
10. Not to assign or hypothecate this Agreement, or let or sublet the whole or any part of the Unit, or make or permit any alteration to be made in or to the Unit without first obtaining written consent of Owner.
11. The Property to be stored in the Unit is owned solely by Occupant.
12. There are no security interests in or liens against the Property not disclosed on the front.
13. If the Unit is rented to Occupant from month to month, either Owner or Occupant may terminate this Agreement, to be effective on any rental payment date, by giving written notice to the other party at least twenty (20) days prior to such payment date. If the Unit is rented to Occupant for a definite term and Occupant holds over after the expiration of such term, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which may be terminated by either party as provided above. During such month-to-month tenancy, Occupant agrees to pay Owner the same monthly rental payment as set forth on the front, subject to 20 days notice of changes, and to be bound by all of the terms, covenants, and conditions as herein specified.

14. When any part of the rent or other charges due from Occupant remains unpaid for six (6) consecutive days, or if Occupant fails to comply with any other provision of this Agreement, Owner may deny the Occupant access to the Unit. A late fee of \$5.00 and a \$10.00 service fee (for a total of \$15.00) shall be assessed.

15. The Property is subject to a claim of lien and may be sold to satisfy the lien if the rent and/or other charges due remain unpaid for 14 consecutive days from due date. Owner may terminate the right of Occupant to use the Unit, and impose a lien on the Property therein by sending Occupant a Preliminary Lien Notice in compliance with the Act. An additional late fee of \$5.00 and a \$10.00 service fee (for a total of \$15.00) shall be assessed.

16. If Occupant has still not paid all amounts due within 14 days from the date on which the "Preliminary Lien Notice" is mailed, Owner may then not only deny Occupant access to the Unit, but also enter the Unit, inventory the Property therein, and remove said Property to a place for safe keeping. The Owner may then serve Occupant, personally or by mail, with a Notice of Lien Sale or Notice of Disposal, in compliance with the Act. Fourteen (14) or more days from service or mailing of such Notice, and at least 42 days following the date when any part of the rent or other charges due from Occupant remains unpaid, and is then still unpaid, Owner may sell or otherwise dispose of the Property, other than personal papers and personal effects, to pay the lien amount of costs of sale. Occupant shall pay Owner for all expenses incurred by Owner in taking such possession, including attorney fees, storage and moving costs, and repair costs. A minimum charge of \$85.00 will be assessed if this disposal procedure is commenced.

17. In the event any suit or action is brought to collect any of said rents, to enforce any provision of this Agreement, to foreclose any lien Owner has upon the Property, or to repossess the Unit, Occupant shall pay Owner for all costs and attorney's fees as may be adjudged by the trial court as reasonable for such action. In the event any appeal is taken from any judgment or decree in such suit or action, Occupant shall pay Owner such sums as the appellate court shall adjudge reasonable as attorney's fees and costs on such appeal.

18. The Owner is a landlord renting space for Occupant's self-storage use and is not a bailor or warehouseman in the business of storing goods for hire. The Unit is under the exclusive control of Occupant. Owner does not take custody, control, possession, or dominion over the contents of the Unit and does not agree to provide protection for the facility, the Unit, or its contents. Owner and its representatives, however, shall have the right without notice to enter the Unit for the purpose of examining it for violations of this Agreement and for making repairs that Owner, in its sole discretion, deems appropriate.

19. Owner does not carry insurance which covers any loss that Occupant may have or claim as a result of using the Unit. Occupant, at Occupant's expense shall maintain a policy of fire and extended coverage insurance with burglary, vandalism and malicious mischief endorsement for at least 100% of actual cash value of the stored property. This insurance is for the benefit of Occupant and Owner. When Occupant acquires such insurance with a licensed insurance company, Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees. OWNER SHALL NOT BE RESPONSIBLE TO OCCUPANT FOR THEFT OR DAMAGE TO THE PROPERTY CAUSED BY FIRE, WATER, RODENTS OR OTHERWISE, WHETHER DUE TO ACTS OR OMISSIONS BY OWNER OR THEIR AGENTS OR ANYONE ELSE.

20. Owner shall have no liability to Occupant for any injury to Occupant or others caused by any condition existing on, near, or about the entire facility, or resulting from the activities of Occupant. OCCUPANT SHALL HOLD OWNER HARMLESS FROM CLAIMS OF ANY THIRD PERSONS ARISING IN ANY MANNER OUT OF OCCUPANT'S USE OF UNIT INCLUDING ANY CLAIMS BY ANY OTHER PARTY HAVING AN INTEREST IN THE PROPERTY KEPT IN UNIT. Occupant does hereby waive and release any rights of recovery against Owner that it may have hereunder.

21. Occupant has inspected the Unit and accepts the same in its present condition. Occupant acknowledges and agrees that the Unit is satisfactory for all purposes, for which Occupant intends to use it including safety and security. Occupant specifically acknowledges Owner does not make any representation, guaranties, covenants, premises, or warranties as to the Unit condition or the temperature maintained or to be maintained in the Unit.

22. No waiver by Owner, or breach by Occupant of covenants contained herein to be kept or performed by Occupant shall be deemed or considered a continuing waiver and shall not operate to bar or prevent Owner from declaring forfeiture for any succeeding breach of the same or other condition.

23. The mailing address provided by Occupant (either above or by subsequent written notice to Owner) shall be deemed to be the last known mailing address for the purpose of any notice to be given Occupant by Owner in connection with this Agreement, or with regard to any remedy upon default.

24. The Person who signs the contract is responsible for the terms of the contract.

25. Owner may at any time assign this Agreement, in which event Owner shall no longer be responsible or liable under the terms of this Agreement, and all of the covenants, conditions and obligations of Owner will be binding upon its assignee and its assignee will be entitled to enforce all of the provision of this Agreement, as well as the obligations of Occupant.

26. If Occupant files a voluntary petition in bankruptcy, or an involuntary bankruptcy is filed against Occupant, or Occupant makes an assignment for the benefit of creditors, or is placed in receivership, then Owner may, at its option, declare this Agreement to be in default, and pursue all rights and remedies available to Owner under applicable laws.

27. Nothing contained in this Agreement shall be construed to limit, alter, or otherwise abridge any other remedies available to Owner under applicable laws.

28. Occupant waives any claims it or its successors, heirs or assignees may have as a result of any action taken by Owner to collect the rent or other charges due under the terms of this Agreement. The parties hereto agree that the covenants and agreements herein contained shall be binding upon and apply and inure to the benefit of their respective heirs, successors and assigns.

29. Owner has the right to reassign Occupant to a different Unit to facilitate construction or improvement to facility, and to require Occupant to move Occupant's property to the different Unit.

30. There are no verbal or other agreements which modify this Agreement. The attached Rules and Regulations supplement, but do not supercede, the provisions of this Agreement. In the event of a direct conflict between a provision of this Agreement and the attached Rules and Regulations, the terms and conditions of this Agreement shall govern. No provision of this Agreement may be waived or changed other than by written agreement signed and dated by Occupant and Owner.

31. This Agreement shall be subordinate to the lien of any mortgage, mortgages or deeds of trust now or hereafter existing against the Unit or facility or any part or parts thereof, and to all fees, renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or hereafter to be made upon the security thereof. Owner is irrevocably appointed and authorized as agent and attorney-in-fact of Occupant for such purposes.

32. NO WARRANTIES are given by Owner beyond those specified in this Agreement. The IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties expressed or implied ARE EXCLUDED from this transaction and shall not apply to the facilities. Occupant has been given an opportunity to inspect the space and has done so, and has occupied the space and all facilities AS IS, and WITH ALL FAULTS.

33. Occupant, individually and on behalf of Occupant's insurers, waives any right of subrogation against Owner with respect to any insurance policy relating to the facility or Unit.

34. Checks returned for any reason are subject to a \$40.00 service charge.

35. Owner may change rental prices upon 20-day notice to Occupant.

36. Owner reserves the right to provide governmental, regulatory, and law enforcement authorities with information regarding its tenants, including Occupant.

37. The information on the front of this page is integral to this Agreement.

38. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

39. Any negligence causing an alarm or for after hours assistance will result in your account being billed for fines incurred as follows: Management Assistance \$35.00, Security Company \$35.00 and Police response \$95.00 and up.