

# Toy Garage, LLC

12716 31<sup>st</sup> PINE Lake Stevens, WA 98258  
18228 State Route R9 SE, Snohomish WA 98296  
Phone: Taylor (425) 344-3190  
[toygaragellc@gmail.com](mailto:toygaragellc@gmail.com)

## RENTAL AGREEMENT

Owner:	Toy Garage, LLC
Location:	
Move-In Date	
Gate Access Code:	
Monthly Rent	
Prorated 1 <sup>st</sup> Month Rent	
Security Deposit- (non-refundable)	First months rent upfront
Lock leasing Fee	
Account Management Fee	5.00
Total Due at Move in	<b>Pro-rated if applicable</b>
Total monthly	

### Occupant Information

Name:	Home Phone:
Address:	Work Phone:
	Cell Phone:
Driver's Lic. #:	Email:

### Active Military?

Is Occupant or spouse on active duty in the military \_\_\_\_\_ (Yes/No) If yes, provide details:  
\_\_\_\_\_

### Alternate Information:

Name and address of another person to whom Owner can send preliminary lien and other notices.

Name:
Address:

### Stored RV/Boat Information

Make/Model:	License #:
Make/Model:	License #:
Make/Model:	License #:

### Lienholder/Secured Party Information

If any lienholders or secured parties have rights against your property being stored at Toy Garage, describe that property and provide the following information regarding each lienholder or secured party. If none, write "none." If more than two, provide additional information on separate sheet.

Property:	Property:
Lienholder/Secured Party:	Lienholder/Secured Party:
Address:	Address:

1. **TERM AND TERMINATION:** This Agreement shall commence on the Move-In Date stated above and shall continue on a month to month basis thereafter until terminated. Termination requires at least sixty (60) days' notice to Owner, so this rental agreement has a minimum term of Six (6) full calendar months
2. **RENT:** The monthly rent shall be the amount stated above and shall be paid to Owner at the address stated above. Rent is due in advance each month, on or before the 1<sup>st</sup> day of the month, without demand. If the Move-In Date falls in the middle of the month, first month's rent will be prorated. Owner does not prorate rent other than for the move-in month. If Occupant has prepaid rent, such prepayments shall be returned to Occupant only with respect to full month periods after the effective date of termination. Owner reserves the right to require that rent and other charges be paid in cash, certified check, money order, ACH or credit card. Owner may change the monthly rent or other charges by giving Occupant at least thirty (30) days' written notice by first-class mail at the address stated in this Agreement. The new rent rate shall become effective on the next date rent is due following expiration of the notice period. If Occupant has made advance rental payments, such payments will not delay the effective date of the new rent rate.
3. **SECURITY DEPOSIT:** On or before the Move-In Date, Occupant shall pay a security deposit in the amount stated above, if any, to secure Occupant's faithful performance of all terms of this Agreement. Owner reserves the right to require payment of a security deposit or increased security deposit at a later date, as a condition of Occupant's continued use of the space which is the subject of this Agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. The security deposit less all unpaid rent and all expenses incurred by Owner for damage to or cleaning of the Storage Space shall be returned to Occupant, after Occupant removes all stored property from the Storage Space.
4. **NOTICE OF LIEN: Pursuant to the Washington Self-Service Storage Facility Act (RCW Chapter 19.150), Occupant's property stored in the space is subject to a claim of lien for unpaid rent and other charges and may be sold to satisfy the lien if rent and other charges due remain unpaid for fourteen (14) consecutive days.**
5. **TOWING OF MOTOR VEHICLES OR BOATS:** Pursuant to the Washington Self-Service Storage Facility Act, Owner may have vehicles, watercraft or trailers towed from the facility when rent is (60) of more days past due.
6. **DENIAL OF ACCESS:** When rent or other charges remain unpaid for six (6) consecutive days, Owner may deny Occupant access to the Storage Space.
7. **PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Washington Self-Service Storage Facility Act, RCW Chapter 19.160.
8. **CROSS COLLATERALIZATION OF SPACES:** When Occupant rents more than one space at this facility, payment of the rent is secured by all property stored in all the spaces rented. Failure by Occupant to pay rent on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.
9. **LATE FEES AND OTHER CHARGES:** In addition to unpaid rent, Occupant agrees to pay the late fee equal to 20% of the unpaid rent amount, in the event that rent is not received by the fifth (5<sup>th</sup>) day of the month for which it is due. If any Occupant check is returned NSF, Occupant shall pay a NSF fee of \$40.00. In that Owner commences a foreclosure following default, Occupant shall pay a foreclosure fee in the amount of \$30.00. These fees are considered additional rent and are to compensate Owner for labor and other indirect costs of collection. In the event of default, Occupant agrees to pay all out of pocket costs incurred by Owner as a result of Occupant's default.
10. **LOCKS:** Occupant shall be required to keep its Storage Space locked at all times when Occupant is not physically present, using the lock provided by Owner for the Lock Fee set forth above, which lock shall become Occupant's property upon termination. If the Storage Space is found unlocked, Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Storage Space, with or without notice to Occupant, at Occupant's own expense. In the event Owner re-secures the Storage Space with a replacement lock, Occupant shall pay a replacement lock fee of \$30.00 plus WSST.

11. **NO INSURANCE PROVIDED BY OWNER: OWNER DOES NOT PROVIDE ANY INSURANCE COVERAGE FOR OCCUPANT'S PROPERTY STORED AT THE FACILITY, AND ALL SUCH PROPERTY IS STORED AT OCCUPANT'S SOLE RISK.** Occupant, at Occupant's own expense, shall maintain insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this Agreement. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, its agents or employees for loss of or damage to stored property.

Occupant's Initials \_\_\_\_\_

12. **RELEASE OF OWNER FROM LIABILITY FOR PROPERTY DAMAGE: ALL PERSONAL PROPERTY STORED WITHIN OR UPON THE STORAGE SPACE BY OCCUPANT SHALL BE AT OCCUPANT'S SOLE RISK, AND OCCUPANT HEREBY RELEASES OWNER, ITS MEMBERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO OCCUPANT'S PROPERTY.** Owner, its agents and employees shall not be liable for any loss of or damage, whether known or subsequently discovered, to any personal property in the Storage Space or at the self-service storage facility arising from any cause whatsoever including, but not limited to, theft, burglary, mysterious disappearance, fire, water, wind, moisture, fungus, vermin, explosions, Acts of God, or the acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by any act, omission, or negligence of the Owner, its agents or employees.

Occupant's Initials \_\_\_\_\_

13. **RELEASE OF OWNER FROM LIABILITY FOR BODILY INJURY: OCCUPANT HEREBY RELEASES OWNER, ITS MEMBERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY FOR INJURY OR DEATH.** Owner, its agents and employees shall not be liable to Occupant or others for injury or death as a result of Occupant, its agents, employees, guests or invitees' use of the Storage Space or the self-service storage facility, regardless if such injury is caused by any act, omission, or negligence of the Owner, its agents or employees.

Occupant's Initials \_\_\_\_\_

14. **NO BAILMENT:** Owner is not engaged in the business of storing goods for hire or in the warehouse business, and no bailment is created under this Agreement. Owner does not exercise care, custody, or control over Occupant's stored property. Occupant agrees to use the Storage Space only for the storage of property wholly owned by Occupant.

15. **NO WARRANTIES:** No expressed or implied warranties are given by Owner, its agents, or employees as to the suitability of the Storage Space for Occupant's intended use. Owner disclaims and Occupant waives any express or implied warranties of suitability or fitness for a particular use.

16. **INDEMNITY BY OCCUPANT:** Occupant agrees to indemnify, hold harmless and defend Owner, its agents and employees from any and all claims, damages, demands, actions or causes of action (including attorneys' fees, costs, and expenses) that arise from or in connection with Occupant, its agents, employees, guests or invitees' use of the Storage Space and the self-service storage facility, or anything done in the Storage Space or on the self-service storage facility premises by Occupant, its agents, employees, guests or invitees, that result in damage or injury to any person, entity, or property of Occupant, or to any other party, storage space, or part of the self-service storage facility premises.

17. **CONDITION AND SIZE OF STORAGE SPACE:** Occupant has examined the Storage Space prior to taking occupancy and agrees that the Storage Space is satisfactory for all purposes, including safety, security, and size for which Occupant will use it. Occupant has had an opportunity to measure the usable interior space of the Storage Space and understands that all representations by Owner of the Storage Space's size in terms of measurements are approximate. Occupant will keep the Storage Space neat, clean, and in a sanitary condition, and will return the Storage Space to the Owner in the same condition as when it was received, except for normal wear and tear. Any repairs to the Storage Space or the self-service storage facility required due to Occupant, its agents, employees, guests or invitees' acts or omissions, shall be at the Occupant's cost and expense.

18. **USE OF STORAGE SPACE:** The Storage Space shall not be used for residential purposes. The Storage Space shall not be used for any unlawful activities, or in violation of any zoning restrictions,

business licenses, or other regulatory restrictions. Occupant shall not store jewelry, furs, antiques, art work, heirlooms, collectibles or any irreplaceable property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to any of the stored property. Occupant will not store or produce at the facility any explosive or highly flammable materials, hazardous materials, toxic materials, gasoline, or substances which storage or use is regulated by or prohibited by any local, state or federal law or regulation. Occupant's indemnity and hold harmless as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any prohibited materials, whether or not hazardous or toxic, by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the Storage Space at any time to remove and dispose of prohibited items at the sole cost and expense of the Occupant.

19. **OCCUPANT ACCESS:** Occupant's access to the self-service storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the self-service storage facility.

20. **OWNER'S RIGHT TO ENTER:** Occupant grants Owner, its agents, its employees, or representatives of any governmental authority, including police and fire officials, access to the Storage Space upon twenty-four-hour notice to Occupant. In the event of an emergency or as required by law, Owner, its agents, its employees, or representatives of any governmental authority shall have the right to enter the Storage Space without notice to Occupant and take such action as may be necessary or appropriate to protect the self-service storage facility, to comply with applicable law or to enforce Owner's rights.

21. **PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left in the Storage Space or at the self-service storage facility premises by Occupant, its agents, employees, guests, or invitees after termination of this Agreement, whether Occupant vacated the Storage Space voluntarily, by way of default, or any other manner. Occupant shall be responsible for paying all costs and expenses incurred by Owner in disposing of such property.

22. **NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

23. **RULES AND REGULATIONS:** By executing this Agreement, Occupant understands, acknowledges, and agrees to be subject to any rules and regulations set by Owner. Occupant acknowledges receipt of a copy of the Rules and Regulations in effect on the Move-In Date. Owner reserves the right to revise any rules and regulations at any time, upon written notice to Occupant. Additionally, Owner may establish and/or change the hours of operation for the self-service storage facility, with or without notice to Occupant.

24. **NOTICES:** All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or by electronic mail to the electronic mail address provided by the Occupant in this rental agreement. Notices shall be deemed delivered when deposited in the United States mail or when sent by electronic mail to the addresses set forth in this rental agreement, or to the mailing and/or email addresses designated by Occupant pursuant to the next paragraph. All statutory notices shall be sent as required by law.

25. **CHANGE OF ADDRESS:** Occupant must provide mailing and email address changes to Owner in writing. Such changes will become effective when physically received in the self-service storage facility office by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

26. **NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the Storage Space for the storage of Occupant's property, and that Occupant has made his/her own determination of such matters solely from inspection of the Storage Space and the facility. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, its agents or employees purporting to modify, add to, or omit from this Agreement. Occupant understands and agrees that this Agreement may be modified only in writing.

27. **ASSIGNMENT AND SUBLETTING:** Occupant shall not assign or sublease the Storage Space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason, in Owner's sole discretion. Owner may at any time assign this Agreement or any

part of it, resulting in Owner no longer being responsible, or liable, under the terms of this Agreement, and all the covenants, conditions, and obligations of Owner shall be binding on its assignee, and its assignee will be entitled to enforce all the provisions of this Agreement.

28. **SUCCESSORS AND ASSIGNS:** Subject to the foregoing restrictions on subletting and assignment by Occupant, all provisions of this Agreement shall apply to and be binding upon all successors in interest, heirs, assigns or representatives of the parties hereto.

29. **ENFORCEMENT; ATTORNEY’S FEES AND COSTS:** If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable. In any legal action, arbitration or other proceeding related to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and other costs incurred.

30. **WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party, its agents or employees, on any matter arising out of, or in any way connected with this Agreement, Occupant’s use of the Storage Space or the self- service storage facility, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of its agents, employees, guests and/or invitees.

Occupant’s Initials \_\_\_\_\_

**Do not sign this agreement until you have read it completely, and fully understand it. This agreement limits the Owner’s liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor before signing.**

**By signing below, Occupant acknowledges that he has read, understands, and agrees to all the terms of this Agreement.**

**Once this Agreement is completed and signed there is no refund of initial rent or fees paid at the time of rental.**

\_\_\_\_\_

Occupant Signature

Date

\_\_\_\_\_

On Behalf of Owner

Date