

BLAINE PANTEC MINI STORAGE LLC LEASE AGREEMENT

943 Boblett Street
Blaine, WA 98230
Phone: (360) 332-6111
Fax: (360) 332-7742 Email: Pantec@PantecBlaine.com

Please remit rent to BLAINE PANTEC MINI STORAGE LLC at the above address.

YOUR RENT IS DUE ON OR BEFORE / _____ ANNIVERSARY DATE

Occupant:

Name: _____

Address: _____

City, State: _____

Zip Code: _____

Home Phone: () _____

Cell Phone: () _____

Business Phone: () _____

Email: _____

NOTICE: BY PROVIDING AN EMAIL ADDRESS, OCCUPANT AGREES THAT ALL NOTICES RELATED TO THIS AGREEMENT MAY BE GIVEN BY EMAIL PER SECTION 14(b) OF THE TERMS AND CONDITIONS.

SELF-SERVICE STORAGE FACILITY'S EMAIL ADDRESS IS PANTEC@PANTECBLAINE.COM. OCCUPANT SHALL MODIFY HIS/HER EMAIL SETTINGS TO ALLOW EMAIL FROM THE SELF-SERVICE STORAGE FACILITY'S EMAIL ADDRESS TO AVOID ANY FILTRATION SYSTEMS.

I do do not authorize Blaine Pantec Mini Storage LLC to automatically charge my monthly payment to my credit card account.

VISA MasterCard Other _____

Account # _____
Expiry Date _____
Date of Authorization _____

Driver's License Number: _____

Alternative Default Notice:

Address: _____

City, State: _____

Zip Code: _____

Email: _____

NOTICE: BY FAILING TO PROVIDE THE CONTACT INFORMATION FOR AN ALTERNATIVE PERSON TO RECEIVE NOTICES IN EVENT OF DEFAULT, OCCUPANT WAIVES ANY REQUIREMENT FOR NOTICE TO ANYONE OTHER THAN OCCUPANT IN THE EVENT OCCUPANT DEFAULTS ON ITS OBLIGATIONS.

Storage Space:

Number: _____ Size: _____
Monthly Rent: _____ Security Deposit: _____
Gate Code: _____ Property Deposit: _____

Additional Information: _____

Authorized for Access:

- | | |
|----------|-----------|
| 1) _____ | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

THIS AGREEMENT IS SUBJECT TO THE (1) TERMS AND CONDITIONS; AND (2) ADDITIONAL RULES AND REGULATIONS, AS MAY BE MODIFIED FROM TIME TO TIME, ATTACHED HERETO AND INCORPORATED THEREIN.

IN WITNESS WHEREOF this Lease Agreement has been executed at Blaine, Washington, this _____ day of _____, 20____.

LESSOR:
BLAINE PANTEC MINI STORAGE LLC

OCCUPANT:

Per: _____
Authorized Signature

Per: _____
Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

BLAINE PANTEC MINI STORAGE LLC ("Self-service Storage Facility") hereby rents to the above-named Occupant the above specified storage space, commencing on the date set forth above, upon the following terms and conditions agreed to by Self-service Storage Facility and Occupant:

1. **TERM AND RENT.** Occupant leases the storage space on a month-to-month tenancy at the monthly rate established from time to time by Self-service Storage Facility. Either party may terminate this Lease effective the end of any month by giving the other party twenty (20) days' written notice prior to the effective date. Rent and all associated fees and charges, including, but not limited to, late fees and electrical charges, are payable in advance on or before the day set forth above, and shall be remitted to Self-service Storage Facility at the above address. **THERE SHALL BE NO REFUND, ABATEMENT, PRORATION, OR SETOFF OF RENT IN ANY CIRCUMSTANCE EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN.**

2. **SECURITY DEPOSIT.** Occupant has deposited with Self-service Storage Facility a reasonable security deposit (the "Security Deposit") to help secure the obligations of Occupant under this Lease. Occupant's Security Deposit will be returned to Occupant, without interest, within thirty (30) days after the termination date of this Lease, provided Occupant has fully complied with all terms and conditions of this Lease. Any unpaid charges for cleaning, damages, rent, or other charges permissible under this Lease and/or law owed to Self-service Storage Facility may be deducted from this Security Deposit. Occupant shall forfeit this Security Deposit in its entirety if Occupant vacates the Storage space without providing at least twenty (20) days' notice to Self-service Storage Facility, as required herein. Should the charges for cleaning, damages, unpaid rent, or other charges permissible under this Lease and/or law exceed the Security Deposit, Occupant agrees to pay Self-service Storage Facility the amount of such excess.

3. **USE OF PREMISES.** The storage space shall not be used for any unlawful purpose, nor will Occupant keep any explosives, highly flammable materials, hazardous goods, or hazardous substances in the Storage Space. Occupant releases, and shall hold Self-service Storage Facility, other Occupants, and third persons harmless, and save and defend (with legal counsel acceptable to the defended entity or person), such entities and persons from any loss resulting from the violation of this provision. Occupant grants Self-service Storage Facility permission to enter the storage space at any time for the purpose of removing and disposing of any property kept in the storage space in violation of this provision. In the event Self-service Storage Facility disposes of any such property pursuant to this provision, Occupant shall reimburse Self-service Storage Facility for all costs and expenses incurred in such disposal. Occupant shall not conduct any business or commercial transactions in or about the storage space or on Self-service Storage Facility's property (the "Property") without prior written consent of the Self-service Storage Facility, which consent the Self-service Storage Facility can withhold, condition, or delay at its sole discretion. Occupant shall not make any alterations or modifications to the storage space or attach any fixtures or signs in or about the storage space without the prior written consent of Self-service Storage Facility, which consent the Self-service Storage Facility can withhold, condition, or delay at its sole discretion.

4. **OWNERSHIP OF PROPERTY.** Occupant represents to Self-service Storage Facility that all personal property to be stored by Occupant in the storage space will belong to Occupant, and that no other entity or person shall have any right, title, or interest in such property. In the event any other party has or obtains a lien or other security, right, title, or interest in any of the personal property stored by Occupant in the storage space, Occupant shall immediately notify Self-service Storage Facility of: (i) the party with the interest in the property, (ii) the property which the party has an interest in, and (iii) the nature of the party's interest in the property. Self-service

Storage Facility, at its sole discretion, can require Occupant to immediately remove any such encumbered property from the storage space.

5. CONDITION OF STORAGE SPACE.

Occupant has examined the storage space and the common areas of the Self-service Storage Facility and acknowledges and agrees that the storage space and common areas are satisfactory for Occupant's purposes including, but not limited to, safety and security. Occupant accepts the storage space and all common areas "as-is and where-is", with all faults, and without any warranty from Self-service Storage Facility of any kind. Occupant will, at all times, keep the storage space safe, neat, clean, and in a sanitary condition and will return it to Self-service Storage Facility in the same condition as when received by Occupant, normal wear and tear excepted. All repairs to the storage space or the Self-service Storage Facility required as a result of Occupant's acts or omissions shall be at Occupant's sole cost and expense.

6. OCCUPANT RESPONSIBLE FOR PROPERTY. Occupant understands and agrees that no bailment is created by this Lease, that Self-service Storage Facility is not engaged in the business of storing goods for hire, nor in the warehousing business, but is simply a Self-service Storage Facility renting the storage space in which Occupant can store items of personal property owned by Occupant. The storage space is under the exclusive control of Occupant. Self-service Storage Facility does not take custody, control, possession, or dominion over the contents of the storage space and does not agree to provide protection for the Self-service Storage Facility, storage space, or the contents thereof. **ALL PERSONAL PROPERTY ON OR IN THE STORAGE SPACE IS STORED AT THE RISK OF OCCUPANT. ANY INSURANCE PROTECTING THE PERSONAL PROPERTY STORED IN THE STORAGE SPACE AGAINST FIRE, THEFT, DAMAGE, OR OTHER CASUALTY OF ANY KIND OR NATURE, WHETHER OR NOT CAUSED BY SELF-SERVICE STORAGE FACILITY'S ACTS OR OMISSIONS, IS THE SOLE RESPONSIBILITY OF OCCUPANT.** Self-service Storage Facility will not be responsible or otherwise liable, directly

or indirectly, for loss or damage to the property of Occupant due to any cause, including but not limited to fire, explosion, theft, vandalism, wind, lightning, earthquake, flood, or water damage, any defect now, or subsequently created or discovered, in the storage space or the Self-service Storage Facility, or acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of Self-service Storage Facility, its agents, employees, or officers. Self-service Storage Facility does not have any obligation to, and will not carry insurance on, Occupant's property stored in the storage space. If the Occupant fails to maintain insurance, Occupant shall be deemed to have "self-insured" its personal property. In the event the Occupant acquires insurance with a duly licensed company, Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the Occupant against the Self-service Storage Facility, Self-service Storage Facility's agents, employees, or officers. Occupant must take whatever steps are necessary to safeguard whatever property is stored in the storage space at Occupant's sole cost and expense. Occupant must keep the Storage space locked and must provide his/her own lock and keys and is fully responsible for possession of the keys.

7. DEFENSE AND INDEMNIFICATION.

Self-service Storage Facility shall not be liable for any damage to property or injury (including, but not limited to, death) to persons sustained by Occupant or others from any defects now, or subsequently discovered or created, in the storage space or the Property, or caused by or arising from any condition existing near or about the storage space or the Property, or resulting or arising from the acts or omissions of Occupant. Occupant releases and agrees to indemnify, defend (with counsel acceptable to Self-service Storage Facility), and hold Self-service Storage Facility harmless from and against any and all claims, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees, arising from or in connection with Occupant's use of the Storage space, Occupant's presence on the Property, or anything done in the storage space or Property by Occupant or its agents, employees, licensees, or invitees resulting in

damage or injury (including, but not limited to, death) to persons or property of Occupant or of any other party, personal property, or to any storage space or part of the Property. This release, indemnification, defense and hold harmless provision is in addition to the release, hold harmless, and defense provision in Section 3.

8. ACCESS TO STORAGE SPACE.

Occupant hereby agrees to allow Self-service Storage Facility free access to the storage space at all reasonable times for the purposes of inspection, protecting health or safety, or making repairs, additions, or alterations at the Self-service Storage Facility's discretion. This privilege is not to be construed as an agreement on the part of Self-service Storage Facility to make any inspections, repairs, additions, or alterations.

9. ALTERNATIVE DEFAULT NOTICE.

In the event Occupant defaults on any of its obligations set forth in this Lease including, but not limited to, its obligation to pay rent or other charges, Self-service Storage Facility will send any and all required notices to the Occupant's address or email set forth above and to the alternate person of Occupant's choosing, should one be identified above with address or email.

10. ABANDONMENT, LIEN, AND FORECLOSURE.

It is expressly agreed by Occupant that the rent and other charges provided for in this Lease shall constitute a first position lien on the personal property kept by Occupant in the storage space, and Occupant grants to Self-service Storage Facility a security interest in such property and its proceeds to help secure payment of such rent and other charges. The limited exceptions to Self-service Storage Facility's first position lien are: (i) any lien on a motor vehicle or boat which has attached and is set forth in the documents of title of the same shall have priority over any lien created by this Lease or RCW 19.15 RCW; and (ii) any security interest perfected under Article 62A.9A RCW, whereby the person who has perfected such security interest may claim property subject to the security interest and subject to Self-service Storage Facility's lien by paying the total amount

due for the storage of the property. Failure of Occupant to pay rent or other charges within fourteen (14) days after they are due, and after notice of such failure has been mailed or emailed by Self-service Storage Facility to Occupant, will be deemed an abandonment by Occupant of the storage space and of the property kept in it and Self-service Storage Facility shall have the right to sell any such property in satisfaction of the Self-service Storage Facility's lien on that property pursuant to the process set forth in Chapter 19.150 RCW as now enacted or hereinafter amended. In addition to all rights provided under Chapter 19.150 RCW, Self-service Storage Facility shall have the following rights upon Occupant's abandonment of the personal property, as set forth above, or upon Occupant's failure to vacate the storage space promptly upon the expiration of this Lease:

a. In the event Occupant fails to pay rent or any other applicable charges for six (6) consecutive days after the due date, Self-service Storage Facility may cut, break, and remove any lock on the door, enter the storage space and inspect and photograph the contents, and place a lock belonging to Self-service Storage Facility on the door to prevent Occupant's access to the Storage space, or recovery of the personal property stored therein.

b. In the event Occupant fails to pay rent or any other applicable charges for fourteen (14) consecutive days after the due date, Self-service Storage Facility may terminate Occupant's right to use the storage space by sending a preliminary lien notice to Occupant at its last known address or email address, and at the alternate address or alternate email address provided by Occupant. Such a preliminary lien notice shall follow the provisions of RCW 19.150.040(1), including notice that Occupant's right to use the storage space will terminate on a specified date, not less than fourteen (14) days after the notice is sent, unless all sums due and to become due by that date are paid prior to the specified date.

c. In the event that the total sum due has not been paid as of the date specified in the preliminary lien notice, the proposed lien attaches and Self-service Storage Facility may dispose of the contents of the storage space at public sale conducted upon such terms and conditions as are commercially reasonable after providing

Occupant fourteen additional days' written notice at its last known address or email and at the alternate address or email provided by Occupant, if any, of the details of the pending sale of Occupant's property. The proceeds of any such sale will be applied first to the cost of such sale and second to payment of the rents and other charges which may then be due from Occupant to Self-service Storage Facility under the terms of this Lease. Self-service Storage Facility will then notify Occupant of any excess and will hold the excess for a period of six (6) months from the date of giving of such notice. If Occupant makes demand for the excess and gives Self-service Storage Facility a written receipt and release in satisfactory form providing full accord and satisfaction of all obligations of Self-service Storage Facility to Occupant, the excess funds will be released to Occupant. Failure of Occupant to demand such excess within the six (6)-month period or failure of Occupant to receipt for the funds and provide the required release will terminate Occupant's right to the excess of funds and such funds will be turned over to the state as abandoned property pursuant to RCW 19.150.060(1)(e) and RCW 63.29.165.

d. Any contents of the storage space to be disposed of consisting of papers, pictures, documents, or like personal property that are not considered by Self-service Storage Facility to have any significant sale value may be disposed of in any reasonable manner if the Occupant does not claim such property within six (6) months of Self-service Storage Facility sending notice of its intent to sell and/or dispose of Occupant's personal property.

e. Occupant agrees to pay all costs and expenses, including cost of notice, reasonable attorneys' fees, and reasonable service fees, of Self-service Storage Facility in enforcing the terms of this Lease including, but not limited to, any costs, expenses, or attorneys' fees incurred in connection with a sale of Occupant's property after Occupant's default as set forth herein.

f. Occupant waives any claims it or its successors, heirs, or assigns may have as a result of any action taken by Self-service Storage Facility to collect the rent or other charges due pursuant to the terms of this Lease, and Occupant agrees to defend, indemnify, and hold Self-service Storage Facility harmless against

any claims by any other party having an interest in the personal property kept in the Storage space.

g. If Occupant is in default for sixty (60) or more days and the personal property in the storage space is a vehicle, watercraft, trailer, recreational vehicle, or camper, Self-service Storage Facility may have the personal property towed or removed from the Property in lieu of a sale. In such an event, Self-service Storage Facility shall provide notice to the Occupant stating the name, address, and contact information of the towing company. Self-service Storage Facility is not liable for any damage to the personal property towed or removed from the Property once the property is in the possession of a third-party. Additionally, Occupant shall be liable for any towing, impound, and/or storage charges, fees, or costs incurred to tow, remove, hold, and/or store the personal property. Such amount shall be added to the sums due to Self-service Storage Facility.

Nothing contained in this Lease shall be construed to limit, alter, or otherwise abridge any other remedies available to Self-service Storage Facility under applicable laws.

11. LATE FEES AND OTHER CHARGES.

a. In the event Occupant fails to pay rent or other charges due and owing under this Lease within six (6) days of the applicable due date, Self-service Storage Facility shall charge Occupant a late fee equal to Ten Dollars (\$10.00).

b. Self-service Storage Facility shall be entitled to charge Occupant Ten Dollars (\$10.00) for each written notice of default or pending sale of real property issued by Self-service Storage Facility hereunder.

c. Self-service Storage Facility shall be entitled to charge Occupant a charge of not less than Thirty-Five Dollars (\$35.00) for any check which is not honored by the issuing bank. Self-service Storage Facility reserves the right to demand cash, cashier's check, or a valid money order in lieu of any check tendered by Occupant.

12. WASTE AND REFUSE. Occupant agrees not to allow conditions of waste and refuse to exist in the storage space, to keep the

storage space in a safe, neat, clean, and orderly condition and to be responsible for all damages caused to the storage space or any of Self-service Storage Facility's property by Occupant, its agents, or any third party.

13. OTHER PROVISIONS - RULES AND REGULATIONS. The Rules and Regulations set forth herein are part of this Lease. Occupant agrees to abide by those Rules and Regulations as now in effect and as they may be changed from time to time by Self-service Storage Facility.

14. MISCELLANEOUS.

a. Occupant may not assign this Lease or any part of it and may not let or sublet the whole or any portion of the storage space without the prior written consent of Self-service Storage Facility, which consent the Self-service Storage Facility can withhold, condition, or delay at its sole discretion.

b. Any notice required to be given under this Lease must be in writing and sent by certified mail, postage prepaid, addressed to the other party at the appropriate addresses shown above, or emailed to the email address provided by Occupant herein. Any such notice will be deemed to have been given at the time it is duly deposited in the United States mail system or the date the email is sent. The addresses and email addresses to be used may be changed by written notice only. **FOR ALL PURPOSES OF THIS LEASE AGREEMENT, EMAIL CONSTITUTES WRITTEN NOTICE IF AN EMAIL ADDRESS IS PROVIDED, ABOVE.** c. If any term or provision of this Lease or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease will not be affected. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this

Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. This Lease shall be governed by the laws of the State of Washington and venue for any dispute shall be solely and exclusively in Whatcom County, Washington. Further, Occupant irrevocably waives any right to remove or initiate a lawsuit, or otherwise litigate matters arising from this Agreement in federal court.

d. In the event of total or partial destruction of the storage space or Self-service Storage Facility by fire or other casualty or by the taking of all or any part of the Self-service Storage Facility by condemnation proceedings or eminent domain, Self-service Storage Facility will have the right to either terminate this Lease as of the date of such event or to repair any damage to the storage space or the Self-service Storage Facility within a reasonable time at its sole option. Self-service Storage Facility will make its election by giving Occupant notice of the election within thirty (30) days after such event. If Self-service Storage Facility chooses the latter election, the Lease shall continue but rent will be abated in proportion to the period for which the Storage space is untenable.

e. Self-service Storage Facility may at any time assign this Lease, in which event Self-service Storage Facility shall no longer be responsible or liable under the terms of this Lease and the covenants, conditions, and obligations of Self-service Storage Facility will be binding on its assignee and its assignee will be entitled to enforce all the provisions of this Lease, as well as the obligations of Occupant, against Occupant.

f. This Lease is binding upon the parties, their heirs, successors, personal representatives, and assigns.

ADDITIONAL RULES AND REGULATIONS

1. For security reasons, please use your own access code when entering or exiting the facility. Violators will be required to sign in and sign out at the office.

2. Observe the five (5) miles per hour speed limit while driving in the facility. Park cars and trucks so as not to block driveways or other storage spaces.

3. Do not connect refrigerators or freezers to electric outlets, unless approved by management in writing. There is a charge for electricity when a refrigerator or freezer is in use.

4. Do not use any type of electric or gas heater in your storage space. Use of any equipment using electricity, including small tools and heat lamps, must be approved by management. If, in the opinion of management, an excessive amount of electricity is used, an additional fee will be charged. Disconnect any extension cords or electrical equipment when not in use.

5. Turn off all lights when you leave your storage space.

6. Do no sanding or spray painting in your storage space.

7. Store no gasoline, explosives, combustibles, or other hazardous materials or hazardous substances in your storage space.

8. Remove all trash and unwanted items from your storage space. Do not put unwanted items in unrented storage spaces. Use the receptacle provided at the facility for disposal of small items only. Occupant is responsible for off-site disposal of large items.

9. Self-service Storage Facility will be closed on New Year's Day, Easter, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, and Christmas. Those dates are posted in the facility office in advance as a reminder.

10. **LOCK YOUR STORAGE SPACE:** Place only one lock on your storage space. Always lock your storage space before leaving.

11. **CHANGE OF ADDRESS:** Report any change of address, phone number, email, etc. to the office to keep records current.

12. **VACATE POLICY:** When you plan to vacate, you must give management written notice at least twenty (20) days prior to the end of your last rental month. To vacate the storage space, remove all items, leave the storage space broom clean, and sign the necessary check out documents.

13. **LEASE PROVISIONS:** All the provisions of the Lease, of which these Rules and Regulations are a part, apply to your occupancy and use of your storage space and your access to Blaine Pantec Mini Storage LLC Facility.

14. **IMPORTANT NOTE:** Pest control products may be in use. Be aware of this fact, especially as it relates to your responsibility for the safety of children and pets.

Thank you. We appreciate your business and look forward to your having a pleasant stay with us. If we can be of further help, please let us know