

LEASE AGREEMENT

PANTEC MINI STORAGE

943 BOBLETT STREET
 BLAINE, WA 98230
 PHONE: (360) 332-6111 FAX (360) 332-7742

Please remit to PANTEC MINI-STORAGE at the above address.

YOUR RENT IS DUE ON OR BEFORE / _____ ANNIVERSARY DATE

A BILL MAY NOT BE SENT TO YOU. \$5.00 late charge for each monthly rental received 10 days or more after due date. Additional \$10.00 late charge may be assessed for payments received 20 days or more after due date. Additional charges after 40 and 60 days after due date may be assessed of \$15.00 and \$20.00 respectively. \$7.50 NOTICE OF LATE charge may be assessed if your tenancy has been terminated for reason of failure to pay rental after 75 days delinquent. Not less than \$15.00 penalty for any check which is not honored. PANTEC reserves the right to demand cash, cashier's check or a valid money order in lieu of any check tendered by tenant.

TERMS AND CONDITIONS

PANTEC MINI-STORAGE ("Landlord") hereby rents to Tenant the above specified Storage Unit commencing on the _____ day of _____, 20____, upon the following terms and conditions agreed to by Landlord and Tenant:

1. TERM AND RENT. Tenant leases the Storage Unit on a month-to-month tenancy at the monthly rate established from time to time by Landlord. Either party may terminate this Lease effective the end of any month by giving the other party twenty (20) days written notice. The initial monthly rent for the Storage Unit is the amount stated HEREIN. Rent is payable in advance on or before the day, as stated above, and is to be remitted to Landlord at the above address. **NO REFUND OF RENT.**

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

3. USE OF PREMISES. The Storage Unit will not be used for any unlawful purpose nor will Tenant keep in the Storage Unit any explosives, highly flammable materials, hazardous goods or substances whose storage or use contravenes the law. Tenant will hold Landlord, other tenants and third persons harmless and save and defend such persons from any loss resulting from the violation of this provision. Tenant grants Landlord permission to enter the Storage Unit at any time for the purpose of removing and disposing of any property kept in the unit in violation of this provision. Tenant will not conduct any business or commercial transactions in or about the Storage Unit, without prior written consent of the Landlord.

Tenant will not make any alterations or modifications to the Storage Unit or attach any fixtures or signs in or about the Unit without the written consent of Landlord.

Tenant represents to Landlord that all personal property to be stored by Tenant in the Storage Unit will belong to Tenant with no other person having any right, title or interest in such property.

4. CONDITION OF UNIT. Tenant has examined the Storage Unit and the common areas of the Mini-Storage Facility and acknowledges and agrees that the Storage Unit and common areas are satisfactory for all purposes, including safety and security, for which Tenant will use them. Tenant will at all times keep the Storage Unit neat, clean and in a sanitary condition and will return it to Landlord in the same condition as when received by Tenant, normal wear and tear excepted. All repairs to the Storage Unit or the Mini-Storage Facility required as a result of Tenant's acts or omissions shall be at Tenant's sole cost and expense.

5. TENANT RESPONSIBLE. Tenant understands and agrees that no ballment is created by this Lease, that Landlord is not engaged in the business of storing goods for hire nor in the warehousing business, but is simply a landlord renting the storage unit in which Tenant can store items of personal property owned by Tenant. The Storage Unit is under the exclusive control of Tenant. Landlord does not take custody, control, possession or dominion over the contents of the Storage Unit and does not agree to provide protection for the Mini-Storage Facility, Storage Unit, or the contents thereof.

ALL PERSONAL PROPERTY ON OR IN THE STORAGE UNIT IS AT THE RISK OF TENANT. Tenant must take whatever steps are necessary to safeguard whatever property is stored in the Storage Unit. TENANT MUST KEEP THE UNIT LOCKED, must provide his own lock and keys and is fully responsible for possession of the keys.

Landlord does not have any obligation to carry insurance on Tenant's property stored in the Storage Unit. IF TENANT WISHES TO HAVE HIS PROPERTY COVERED BY INSURANCE, TENANT MUST OBTAIN SEPARATE COVERAGE. If the Tenant fails to maintain the insurance Tenant shall be deemed to have "self-insured" his personal property. In the event the Tenant acquires insurance with a duly licensed company, Tenant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of the Tenant against the Landlord, Landlord's agents or employees. Landlord will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of Tenant due to any cause, including fire, explosion, theft, vandalism, wind, lightning, earthquake, flood, or water damage, any defect now, or subsequently created or discovered, in the Storage Unit, 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 Landlord, its agents or employees.

THIS LEASE IS SUBJECT TO AND INCLUDES THE COVENANTS, PROVISIONS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF.

PLEASE PRINT AND PRESS DOWN FIRMLY

Name: _____

Address _____

City, State: _____

Zip Code: _____

Home Phone: (____) _____

Cell Phone: (____) _____

Business Phone: (____) _____

Email: _____

Driver's License Number: _____

Unit Number: _____

Monthly Rent: _____

Gate Code: _____

Additional Information: _____

Authorized for Access:

1) _____ 6) _____

2) _____ 7) _____

3) _____ 8) _____

4) _____ 9) _____

5) _____ 10) _____

Commercial Unit Service Yes No

Domestic Commercial Outside Storage Daily Parking

THE UNDERSIGNED LESSEE ACKNOWLEDGES HE HAS READ ALL THE TERMS AND CONDITIONS OF THIS LEASE AND AGREES TO ABIDE BY THE SAME.

IN WITNESS WHEREOF this Lease Agreement has been executed at Blaine, Washington,

this _____ day of _____, 20____.

LESSOR: _____ LESSEE: _____

PANTEC MINI-STORAGE

PER: _____

Authorized Signature

PER: _____

Authorized Signature

Additional Lease Terms

Landlord shall not be liable for any injury to person sustained by Tenant or others from any defects now, or subsequently discovered or created, in the Storage Unit or Mini-Storage Facility, or caused by any condition existing near or about the Storage Unit or the Mini-Storage Facility, or resulting from the acts or omission of Tenant.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or in or in connection with Tenant's use of the Storage Unit, Tenant's presence on the Mini-Storage Facility or anything done in the Storage Unit or Mini-Storage Facility by Tenant or its agents, employees or invitees resulting in damage or injury to person or property of Tenant or of any other party, personal property or to any storage unit or part of the Mini-Storage Facility.

6. ACCESS TO UNIT. Tenant hereby agrees to allow Landlord free access at all reasonable times to the Storage Unit for the purposes of inspection, protecting health or safety, or making repairs, additions or alterations to it that may be required or permitted to fulfill Landlord's obligations under this Lease. This privilege is not to be construed as an agreement on the part of Landlord to make any inspections, repairs, additions or alterations.

7. ABANDONMENT, LIEN AND FORECLOSURE. It is expressly agreed by Tenant that the rent and other charges provided for in this Lease shall be a **FIRST LIEN** on the personal property kept by Tenant in the Storage Unit, and Tenant grants to Landlord a **SECURITY INTEREST** in such property and it proceeds to help secure such rent and other charges. Failure of Tenant to pay rent or other charges within 30 DAYS after they are due, and after notice of such failure has been mailed by Landlord to Tenant, will be deemed an abandonment by Tenant of the Storage Unit and of the property kept in it. Upon such abandonment, upon the failure of Tenant in any other circumstances to pay rent or other charges promptly when due or upon the failure of Tenant to vacate the Storage Unit promptly upon the expiration of this Lease, Landlord will have and is granted by Tenant a **FORECLOSURE RIGHT** as follows:

a. Landlord may cut, break and remove any lock on the door, enter the Storage Unit and inspect the contents, and place a lock belonging to Landlord on the door until Tenant's default is cured or such contents are disposed of by Landlord in the manner provided by this Lease.

b. Before disposing of the contents, Landlord will mail to Tenant at his last known address a written notice that Landlord has taken possession of such contents and may dispose of them following the expiration of 10 calendar days following the date the notice is mailed.

c. When that 10-day period has elapsed, Landlord may dispose of the contents of the Storage Unit at public or private sale conducted upon such terms and conditions as are commercially reasonable. 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 Tenant to Landlord under the terms of this Lease. Landlord will then notify Tenant of any excess and will hold the excess for a period of 90 days from the date of giving of such notice if Tenant makes demand for the excess and gives Landlord a written receipt and release in satisfactory form providing full accord and satisfaction of all obligations of Landlord to Tenant, the excess funds will be released to Tenant. Failure of Tenant to demand such excess within the 90-day period or failure of Tenant to receipt for the funds and provide the required release will terminate Tenant's right to the excess of funds.

d. Any contents of the Storage Unit to be disposed of consisting of papers, pictures, documents or like personal property that are not considered by Landlord to have any significant sale value may be disposed of in any reasonable manner.

e. Tenant agrees to pay all costs and expenses, including cost of notice, reasonable attorney's fees and reasonable service fees, of Landlord in enforcing the terms of this Lease.

f. Tenant waives any claims it or its successors, heirs or assigns may have as a result of any action taken by Landlord to collect the rent or other charges due pursuant to the terms of this Lease and Tenant agrees to defend and hold Landlord harmless against any claims by any other party having an interest in the personal property kept in the Storage Unit.

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

8. OTHER PROVISIONS - RULES AND REGULATIONS. The Rules and Regulations on the reverse of this form are part of this Lease. Tenant agrees to abide by those Rules and Regulations as now in effect and as they may be changed from time to time by Landlord to assure the safety, proper care and efficient operation of the Mini-Storage Facility.

9. MISCELLANEOUS. Tenant may not assign this Lease or any part of it and may not let or sublet the whole or any portion of the Storage Unit without the prior written consent of Landlord.

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 address shown above. Any such notice will be deemed to have been given at the time it is duly deposited in the United States mail system. The addresses to be used may be changed by written notice only.

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. This lease shall be governed by the laws of the State of Washington.

In the event of total or partial destruction of the Storage Unit or Mini-Storage Facility by fire or other casualty or by the taking of all or any part of the Mini-Storage Facility by condemnation proceedings or eminent domain, Landlord will have the right to elect either to terminate this Lease as of the date of such event or to repair any damage to the Storage Unit or the Mini-Storage Facility within a reasonable time. Landlord will make its election by giving Tenant notice of the election within 30 days after such event. If Landlord chooses the latter election, the Lease shall continue but rent will be abated in proportion to the period for which the Storage Unit is untenable.

Landlord may at any time assign this Lease, in which event Landlord shall no longer be responsible or liable under the terms of this Lease and the covenants, conditions and obligations of Landlord 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 Tenant, against Tenant.

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

PANTEC MINI-STORAGE LEASE Credit Card Authorization

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

VISA Mastercard
 Other _____

Account # _____

Expiry Date _____

SIGNATURE DATE

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 5 miles per hour speed limit while driving in the facility. Park cars and trucks so as not to block driveways or other storage units.

3. Do not connect refrigerators or freezers to electric outlets unless approved by management. 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 unit. Use of any equipment using electricity, including small tools and heat lamps, must be approved by the manager. If in the opinion of the manager 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 unit.

6. Do no sanding or spray painting in your unit.

7. Store no gasoline, explosives or other hazardous materials in your unit.

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

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

10. LOCK YOUR UNIT: Place only one lock on your storage unit. Always lock your unit before leaving.

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

12. VACATE POLICY: When you plan to vacate, you must give our manager written notice at least 20 days prior to the end of your last rental month. To vacate the rental unit, remove all items, leave the unit clean and sign the necessary check out document.

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 unit and your access to PANTEC MINI-STORAGE.

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.