



# ARMORED STORAGE

## STORAGE LEASE AGREEMENT

3575 Korbel St., Eugene, OR, 97404

541-688-1301

On \_\_\_\_\_, 20\_\_\_\_ (date) this Storage Lease Agreement (the "Lease") is entered by and between Armored Storage ("Owner/Agent")

and ("Lessee(s)") \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_

Driver's Lic St/No \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_

Relationship \_\_\_\_\_

**It's the Lessee's responsibility to notify Owner of any change in the above information.**

Owner and Lessee may collectively be referred to as the "Parties."

The Parties agree as follows:

**PREMISES:** Owner hereby leases the storage space located at: 3575 Korbel St. Eugene, OR 97404, (the "Premises") to Lessee.

**LEASE TERM:** The lease will start on \_\_\_\_\_ (begin date) and will continue as a month to month tenancy until such time as it is terminated by either party. The Owner may terminate said lease at his/her option if Lessee is not in full compliance with the terms of this lease, subject to Owner's approval. To terminate, either the Owner or Lessee must give written **notice to the other party at least 10 days** prior to when the Premises are to be vacated (the "Lease Term"). Lessee's failure to vacate the premises on the last day of the rental period automatically renews the lease for one month.

**LEASE PAYMENTS:** Lessee agrees to pay \$ \_\_\_\_\_ ("Rent") to Owner as rent for the Premises each month in advance on the due date of each month at: 3575 Korbel St. Eugene, OR 97404, or at any other address designated by Owner. Owner will not invoice Lessee monthly. There are no prorated rent refunds in the event the unit is vacated before the last day of the rental period. If the unit is vacated on or after the first day of the next rental period, a full month's rent is due. **If at least 10 days' notice of termination is received, remaining rent will be prorated.** Rental rates, fees, and charges are subject to change. Tenants will be given 30 days notice sent to their listed address.

Unit No: \_\_\_\_\_

Approx Size \_\_\_\_\_

RECEIVED

First Month's Rent \_\_\_\_\_

Deposit / Prepaid Rent \_\_\_\_\_

Admin Fee \$10.00, includes lock  
Non refundable. \_\_\_\_\_

TOTAL \_\_\_\_\_

Next due date \_\_\_\_\_

Move-In Inspection, Initials \_\_\_\_\_ Date \_\_\_\_\_

Move-in inspection and acceptance for use as specified herein.

Move-Out Inspection Signature/Initials \_\_\_\_\_ Date \_\_\_\_\_

**Office hours: Monday–Friday, 9:00 AM–6:00 PM,**

**Saturdays, 10:00 AM–4:00 PM.**

**Gate access: 6:30 AM – 9:00 PM**

**Gates will be locked promptly at 9:30 PM.**

**Please be sure you are finished and out of the gate**

**by 9:30 PM. Locked-In Assistance Fee, \$65.00**

**No Smoking anywhere on property.**

**Speed Limit 5 MPH**

**ADDITIONAL PROVISIONS** (Specify "none" if there are no additional provisions)

☐ Military Service \_\_\_\_\_

**Lessee(s) acknowledges s/he has read the conditions of the Lease Agreement and agrees to be bound by them.**

OWNER/AGENT:

\_\_\_\_\_  
(Name) \_\_\_\_\_ Date \_\_\_\_\_

LESSEE:

\_\_\_\_\_  
(Name) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Name) \_\_\_\_\_ Date \_\_\_\_\_

**DEFAULT ON STORED PROPERTY:** It is agreed by the Lessee that failure to comply with all conditions and terms of this agreement, including the requirement to make rent payments when due, constitutes a Lessee default of the agreement. Per **ORS 87.685 to 87.695, known as the Oregon Self-Service Storage Facility Act**, as a remedy to the default, it is agreed that the Owner shall be entitled to enter on the 10th day after the rent is due and take possession of all stored property. Owner shall then send the Lessee by registered or certified mail a "Notice of Foreclosure and Sale," stipulating, among other things, a demand for payment of amounts due. A fee of \$25.00 will be charged for each notice sent to Lessee, the first notice will be sent on the 21st day after the default date. If full payment is not received by the 31st day after the default date and the Owner estimates that the fair market value of the Lessee's property is less than \$100, the Owner will dispose of the Lessee's property at his/her sole discretion. A fee of \$150.00 will be charged for the preparation and disposal of the Unit on the 31st day after the default date. Any money received will first be applied to all fees and additional charges and then to rents due. Partial payments will not be accepted. Lessee shall be responsible for all reasonable expenses, including attorneys fees and court costs, incurred by Owner in collecting such amounts.

The following summarizes the charges defined above. These charges will be charged if the rent is not paid in full when due.

|               |          |                                     |
|---------------|----------|-------------------------------------|
| Day 9, 6:00PM | \$10.00  | First Late Charge                   |
| Day 21        | \$25.00  | Certified Letter Foreclosure & Sale |
| Day 31        | \$150.00 | Lien Sales Notice                   |

**INSUFFICIENT FUNDS:** Lessee agrees to pay the charge of \$25.00 for each check given by Lessee to Owner that is returned for lack of sufficient funds.

**SECURITY DEPOSIT:**  
☐ No security deposit is required.  
☐ Lessee shall deposit with Owner, in trust, a security/cleaning deposit of \$\_\_\_\_\_ as security for the performance by Lessee of the terms under this Lease and for any damages caused by Lessee, Lessee's family, agents and visitors to the Premises during the term of this Lease.

**LOCK & KEYS:** Lessee will be given lock and 3 keys for the Unit. Alternative locking devices or Lessee owned locks are NOT allowed.

**USE OF PREMISES:** Lessee shall use the Premises exclusively for the storage of Lessee's property and/or:

\_\_\_\_\_  
\_\_\_\_\_.

Lessee understands that the use of electricity for any reason including refrigerators, freezers or other appliances, tools, heating or cooling equipment, etc., is not permitted. Lessee may not store any property outside of the Unit.

No property shall be stored in the unit unless the Lessee has a legal right to possess that property. The Lessee agrees to disclose to the Owner the name(s) of any firm or individual who has any lien right on property stored in the rented unit.

**ACCESS/INSPECTION:** Management will have the right to enter the space without prior notice whenever they believe any hazardous condition or nuisance has been created or is occurring in the space; in any situation constituting and emergency; for repairs to the interior or door; or inspections by governmental authorities. Owners may, at their discretion, deny access to premises in case of inclement weather or emergencies.

**DANGEROUS OR ILLEGAL MATERIALS:** No items which would violate any law or invalidate any insurance policy or which would be flammable, explosive, or hazardous to persons or property in the vicinity of the storage facility and neighborhood shall be placed in storage unit. Lessee shall not keep or have on or around the Premises any illegal items, materials or substances.

**PROHIBITIONS:** Lessee agrees not to store food, toxic, corrosive, or flammable materials, any items or materials that will attract or harbor pests, or cause odors or gases. Lessee shall not use the premises for any illegal or otherwise prohibited activities.

The Unit shall not be used for practicing or rehearsing music, used as a workshop of any type, used for any type of auto/truck building or repairs, or for the operation of any type of retail business including garage or liquidation type sales. Painting or spraying flammable, corrosive, or toxic materials is prohibited.

**ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations to the walls, floors, ceiling, electrical system, or door of the unit or Owner's property and

shall not penetrate the walls with any type of fasteners. Lessee will be responsible for costs to correct any stains or discoloration on Unit floor and/or surrounding access areas caused by Lessee, Lessee's family, agents and visitors

**MAINTENANCE:** Owner and Lessee will inspect the rental unit and surrounding premises and agree on acceptable condition at move-in. Lessee will, at Lessee's sole expense, keep and maintain the Premises in good, clean and sanitary condition during the term of this Lease and any renewal thereof. Lessee will promptly advise Owner if the Premises are in need of any maintenance or repair. The storage unit must be left broom clean, emptied, and in good condition, subject only to wear and tear, and ready to re-rent.

**ASSIGNMENT & SUBLEASE:** Lessee shall not assign or sublease any interest in this Lease.

**SECURITY & RESPONSIBILITY FOR LOSS:** Lessee understands that Lessee's possessions will occupy the Premises entirely at the risk of the Lessee. Owner does not make any guarantees or promises regarding temperatures to be maintained in the unit or its suitability for the Lessees' use in any way. Lessee agrees to indemnify and hold the Owner harmless from and against any loss, damage, claim or injury resulting from any casualty including but not limited to theft, vandalism, fire, water damage, weather, or by any other cause whatsoever, including attorney's fees arising from the use of the rental Unit and/or surrounding property. **OWNER IS NOT RESPONSIBLE FOR CARRYING ANY INSURANCE COVERING LESSEE'S POSSESSIONS. LESSEE SHOULD, AT HIS OWN EXPENSE, OBTAIN INSURANCE FOR THE PROPERTY STORED AT THE PREMISES.**

Lessee Initials \_\_\_\_\_X

**SEVERABILITY:** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**BINDING EFFECT:** The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

**GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of Lane County and the State of Oregon.

**ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Owner and Lessee.

**NOTICE:** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to the following addresses:  
If to Owner: 3575 Korbel St. Eugene, OR 97404  
If to Lessee: as per address on record.

**CUMULATIVE RIGHTS:** Owner's and Lessee's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Owner does not waive Owner's right to enforce any provisions of this Lease.

**LESSEE(S) ACKNOWLEDGES S/HE HAS READ THE CONDITIONS OF THE LEASE AGREEMENT AND AGREES TO BE BOUND BY THEM.**

\_\_\_\_\_  
Lessee \_\_\_\_\_ Date \_\_\_\_\_X

\_\_\_\_\_  
Lessee \_\_\_\_\_ Date \_\_\_\_\_X

## SELF-SERVICE STORAGE FACILITY LIEN

**ORS 87.685 to 87.695 shall be known as the Oregon Self-Service Storage Facility Act. [1997 c.374 §1; 1999 c.59 §253]**

87.685 Definitions for ORS 87.685 to 87.693. As used in ORS 87.685 to 87.693, unless the context requires otherwise:

(1) "Default" means the failure to perform in a timely manner any obligation or duty set forth in the rental agreement.

(2) "Last known address" means the address provided by the occupant in the latest rental agreement or the address provided by the occupant in a subsequent written notice of a change of address.

(3) "Occupant" means a person or a sublessee, successor or assignee of the person who is entitled, under a rental agreement, to the exclusive use of specified storage space at a self-service storage facility.

(4) "Owner" means the owner, operator, lessor or sublessor of a self-service storage facility or an agent or any other person authorized by the owner, operator, lessor or sublessor to manage the facility or to receive rent from an occupant under a rental agreement.

(5) "Personal property" means movable property not affixed to land and includes, but is not limited to, goods, merchandise, household items and watercraft.

(6) "Rental agreement" means any written agreement or lease that establishes or modifies the terms, conditions, rules or any other provisions concerning the use and occupancy of a self-service storage facility.

(7) "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the storage space for the purpose of storing and removing personal property. The term does not include a warehouse or other facility used for storage of personal property and at which a warehouse receipt, bill of lading or other document of title covering the personal property is issued under ORS chapter 77 by the warehouseman or other person operating the facility. The term "self-service storage facility" does not include real property used for residential purposes. [1997 c.374 §2]

Note: 87.685 to 87.695 were enacted into law by the Legislative Assembly but were not added to or made a part of ORS chapter 87 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

87.686 Rental agreement; statement of insurance held by owner. (1) Each rental agreement shall describe whether personal property of the occupant stored at the self-service storage facility is protected by insurance held by the owner.

(2) If the personal property is protected by insurance held by the owner, the rental agreement shall contain a statement describing the nature of the insurance coverage.

(3) If the personal property is not protected by insurance held by the owner, the rental agreement shall contain a statement indicating that the personal property of the occupant is not protected by insurance held by the owner.

(4) At the time the occupant signs the rental agreement, the occupant shall initial the applicable statement described in subsection (2) or (3) of this section regarding insurance. [1999 c.719 §2]

Note: See note under 87.685.

87.687 Self-service storage facility owner's possessory lien; attachment of lien; priority of lien. (1) The owner of a self-service storage facility has a lien upon all personal property, whether or not owned by the occupant, that is located in a specified storage space rented by an occupant at the facility to secure payment for rent, reasonable or agreed charges for labor, materials or other services provided by the owner at the request of the occupant, expenses necessarily incurred in preserving the personal property and expenses reasonably incurred in the sale or other disposition of the personal property under ORS 87.689. The owner may retain the personal property until the rent and other charges and expenses are paid.

(2) The lien created by this section attaches to personal property of an occupant at the time at which the personal property is stored at the self-service storage facility.

(3) Except for a lien or security interest that is perfected prior to the attachment of the lien created by this section, the lien created by this section has priority over any other lien or security interest or encumbrance on the personal property subject to the lien. [1997 c.374 §3]

Note: See note under 87.685.

87.689 Notice of foreclosure and sale. (1) The lien created by ORS 87.687 may be foreclosed upon default by the occupant.

(2) Before an owner may foreclose a lien created by ORS 87.687 by sale, the owner shall give notice of the foreclosure and sale to the occupant by registered or certified mail sent to the occupant at the last known address of the occupant.

(3) Notice provided under this section shall include:

(a) An itemized statement of the owner's claim showing the sum due at the time of notice.

(b) An identification of the specific unit rented by the occupant at the self-service storage facility.

(c) A statement that access to the occupant's personal property stored at the self-service storage facility is denied, if such denial is permitted under the terms of the rental agreement.

(d) A demand for payment within a specified time not earlier than 30 days after default.

(e) A conspicuous statement declaring that, unless the claim is paid within the time stated in the notice, the personal property will be advertised for sale and will be sold at a specified time and place.

(f) The name, street address and telephone number of the owner or the owner's designated agent whom the occupant may contact to respond to the notice.

(4) Any notice given under this section is presumed delivered when it is properly addressed with postage prepaid and deposited with the United States Postal Service. [1997 c.374 §4]

Note: See note under 87.685.

87.691 Sale of property subject to lien; advertisement of sale; satisfaction of lien before sale; use of sale proceeds. (1) After the expiration of the time specified in the notice given under ORS 87.689, if the personal property subject to the lien created by ORS 87.687 has a fair market value of \$100 or less, the owner may dispose of the property in the sole discretion of the owner.

(2) After the expiration of the time specified in the notice given under ORS 87.689, if the personal property subject to the lien created by ORS 87.687 has a fair market value of more than \$100, an advertisement of the sale shall be published once a week for two consecutive weeks in a newspaper of general circulation in the city or county in which the self-service storage facility is located. If there is no newspaper of general circulation in such city or county, the advertisement shall be posted in not less than six conspicuous places in the neighborhood in which the self-service storage facility is located. The advertisement shall include:

(a) The address of the self-service storage facility, the number, if any, of the space where the personal property is located and the name of the occupant.

(b) The time, place and manner of the sale.

(3) The sale of the personal property shall not take place earlier than 15 days after the first publication or posting. The sale shall conform to the terms stated in the advertisement published or posted under this section.

(4) The sale of the personal property shall be held at the self-service storage facility or at a suitable place closest to where the personal property is held or stored.

(5) If no bids are received at the public sale held under this section, the owner may otherwise dispose of the property in the sole discretion of the owner.

(6) Before any sale or other disposition of the personal property under this section, the occupant may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section and thereby redeem the personal property. Upon receipt of such payment, the owner shall return the personal property, and thereafter the owner shall have no liability to any person with respect to the personal property.

(7) After a sale under this section, the owner may satisfy the lien created by ORS 87.687 from the proceeds of the sale, but shall hold the balance, if any, for delivery on demand to the occupant. If the occupant does not claim the balance of the proceeds within two years after the date of sale, the balance of the proceeds shall become the property of the owner without further recourse by the occupant.

(8) A purchaser in good faith of the personal property sold to satisfy a lien created by ORS 87.687 takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the owner with the requirements of this section and ORS 87.689. [1997 c.374 §5]

Note: See note under 87.685.

87.693 ORS 87.687 as exclusive law for creating lien; exception. (1) Except as provided in subsection (2) of this section, ORS 87.687 is the sole and exclusive statute creating a lien applicable to personal property in self-service storage facilities.

(2) If a motor vehicle is stored or parked at a self-service storage facility, upon default, the owner may proceed as an owner of a parking facility under ORS 98.810 to 98.818. [1997 c.374 §6]

Note: See note under 87.685.

87.695 Short title. ORS 87.685 to 87.695 shall be known as the Oregon Self-Service Storage Facility Act. [1997 c.374 §1; 1999 c.59 §253]

Note: See note under 87.685.