

**Outdoor Idaho Storage**  
1044 N Highway 91 Shelley, Idaho 83274  
Phone 208-358-7719  
email: outdooridahostorage@gmail.com

**RENTAL AGREEMENT**

This agreement dated \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as "OCCUPANT") and Idaho Outdoor Storage (hereinafter referred to as "OPERATOR").

OPERATOR does hereby rent to OCCUPANT storage space number \_\_\_\_\_ in a building located at 1044 N Highway 91 Shelley, ID 83274 to be used as storage for vehicles, recreational vehicles, equipment, and/or watercraft for the monthly rate of \_\_\_\_\_ payable on the first (1st) day of each month hereinafter. Rental payment is payable in advance.

All payments made to OPERATOR, and other charges pursuant to the agreement. shall be first be applied to administrative and late charges, then the balance to accrued and unpaid rent. This agreement shall expire on the last day of each month and automatically renew for one (1) additional month, SUBJECT TO THE CONDITIONS ON THE NEXT PAGES. Rental payments made after day of the month are subject to a \$15 Late Charge. Dishonored payments are subject to a charge of \$35.

OCCUPANT acknowledges that OPERATOR does, not carry any insurance which in any way covers any loss whatsoever that OCCUPANT may have or claim by renting the Storage Space/Unit. All property stored in the Storage Unit shall be at OCCUPANT'S sole risk. Occupant is required to have and provide proof or insurance of stored watercraft, vehicles, equipment, or other items to Operator.

**ALTERNATE CONTACT PERSON:**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Note: Alternate contact person has limited access to your storage unit (see paragraph 9).

OPERATOR requires self-storage occupants to disclose any lienholder or secured parties who have an interest in the property that is or will be stored.

Description of Property: \_\_\_\_\_

Name and Address of lienholder: \_\_\_\_\_

OCCUPANT ACKNOWLEDGES THAT HE/SHE HAS READ THE CONDITIONS ON THE NEXT PAGE AND AGREES TO BE BOUND BY THEM. Executed on \_\_\_\_\_, \_\_\_\_\_

Occupant Name: \_\_\_\_\_

By (Operator Agent): Kyle or Amy Benson

\_\_\_\_\_  
(Occupant Signature)

\_\_\_\_\_  
(Associate Signature)

\_\_\_\_\_  
(Occupant Company Name)

Lease Number: \_\_\_\_\_

\_\_\_\_\_  
(Occupant Street Address)

Please Remit To:  
Honey Dew Holdings LLC  
1044 N Highway 91  
Shelley, ID 83274

\_\_\_\_\_  
(Occupant City, State, Zip)

\_\_\_\_\_  
(Occupant Home Phone)

\_\_\_\_\_  
(Occupant Work Phone)

**Internal Check List:**

Vehicle information \_\_\_\_\_

CC Authorization \_\_\_\_\_ Auth. To hold key \_\_\_\_\_

Tag# \_\_\_\_\_ Registration \_\_\_\_\_ Proof of Insurance \_\_\_\_\_

Lease Addendum for Additional Access \_\_\_\_\_

## Conditions

All terms are subject to change upon 30 days prior written notice to Occupant. If Occupant objects to any such change, Occupant shall vacate the Leased Space before the effective date of the change.

1. **TERM:** Unless otherwise indicated, this Lease creates a month-to-month tenancy beginning on the Lease Start Date and renewing each Rent Due Date thereafter until terminated

2. **RENT:** The Monthly Rent must be received by Operator by the Rent Due Date, without notice or Invoice to Occupant. Should the rental be short term (less than 30 days), all charges are due as incurred.

3. **SECURITY DEPOSIT:** If one Is required, It will be refunded to Occupant without Interest within 90 days after termination of the Lease, provided that 1) all property has been removed from the Leased Space, 2) the Leased Space is in good condition, 3) Occupant does not owe any debt to Operator, and 4) Occupant has given the required termination notice. Operator may use the Security Deposit to clean, repair and restore the Leased Space, and to satisfy any debt Occupant owes Operator, returning the remainder, if any, to the Occupant

4. **DISHONORED PAYMENT FEE:** Occupant agrees to pay this fee if any form of non-cash payment (e.g., check, wire transfer, etc.) Is defective or dishonored.

s. **LATE FEE :** Operator may charge a Late Fee for each month that the Occupant does not pay rent when due. The Rent Due Date and the date on which the Late Fee accrues are as stated above.

6. **OTHER FEES:** If one or more Other Fees are specified, each such fee is a one-time, non-refundable fee unless otherwise specified.

7. **PAYMENTS:** Operator reserves the right to demand payment of rent or other charges by cash, money order or cashier's check. Operator may accept or reject partial payments at its sole discretion. Operator's acceptance of a partial payment is not a waiver of Its right to full payment, nor does it limit the exercise of Operator's rights and remedies for lack of full payment. If Occupant leases multiple spaces, then Operator will apply any rent payment equally among all leases for which rent is owed.

8. **USE OF SPACE:** Operator is not engaged in the business of storing goods for hire and no bailment is created under this Lease. Occupant agrees not to store commercial supplies or Inventories or to use the space for commercial purposes. Occupants agree to use the Leased Space only for storage of the property owned by Occupant. Vehicles and Watercraft stored In the Leased Space must be fully Identified and Insured. Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to Occupant in the Leased Space. Occupant agrees not to use the Leased Space as living quarters, as a workplace or for gatherings. Occupant agrees to not alter, modify, or damage the Leased Space, and to return it in the same condition as delivered, reasonable wear and tear excepted. Occupant agrees to comply with all applicable laws, ordinances, and regulations and not to disturb the peace. Occupant agrees not to store any food, perishables, fertilizers, pesticides, firearms, explosives, ammunition, contraband, batteries, fuels, flammable materials, odorous materials, infectious materials, hazardous or toxic materials (as defined by applicable law), or living things or organisms in the leased Space. The prohibition in this section against the storage of combustible materials la waived In respect to: fuel within the tanks and oil within the engines of stored vehicles and watercraft. This waiver does not extend to gas or oil stored in any other containers whatsoever. The prohibition is similarly waived in respect to propane properly stored in legally compliant cylinders installed, not stored, on board RVs, and commercially equipped to handle such fuel. The prohibition in the Lease against the storage of batteries waived in respect to batteries Installed and connected to vehicles or watercraft. Fluids of any kind, which leak from a stored vehicle, must be contained in a suitable drip pan. Occupant must correct any fluid leakage within 48hours of notification to the Operator. Operator may require the removal of any vehicle which, In the Operator's judgment, drips fluid excessively. Occupant shall be liable for all costs arising from the presence of Prohibited Materials in the unit, including the costs of removal and disposal and/or clean up the fluids leaking from stored vehicle. No maintenance, painting, or repairs of any kind will be permitted on the premises. Occupant may secure the Leased Space with one padlock per lock and Operator may cut any additional padlock.

8.A. **USE OF ELECTRICITY:** Occupants may have the reasonable use of electricity within the Leased Space, Including standard lighting and timer equipped service outlets. Tampering with the utilities or timers or by-passing of timers shall constitute a default under this lease.

8.8. **USE OF WATER HOSEBIBS:** Water may NOT be used INSIDE the Leased Space. Use spray

nozzles to minimize water waste.

9. ACCESS: Unless In default, Occupant and any person having Occupant's access code and lock key shall have access to the Leased Space during Operator's normal hours of operation as may be reasonably adjusted from time to time, excepting that Operator may place reasonable restrictions on Occupant's access for health, safety, security, maintenance and other good reasons. The person(s) identified as an Alternate Contact shall have the same access to the Leased Space as the Occupant If the Occupant dies, becomes legally incapacitated(as determined by a court), Is Incarcerated, or Is on active military duty.

10. OPERATOR INSPECTION: Occupant hereby grants Operator the right to inspect the Leased Space and anything contained therein at any time and without prior notice to Occupant for the purpose of repair, maintenance, improvements, to supply necessary or agreed services, to determine compliance with the terms of this Lease or for any other reasonable purpose. Operator reserves the right to remove property from the Leased Space as necessary for any of the above purposes.

11. INSURANCE: Any insurance protecting the personal property stored within the Leased Space against fire, theft or damage must be provided by the Occupant. Operator carries no insurance protecting property stored in the Leased Space. Occupant agrees that any Insurance company shall not be subrogated to any claim of Occupant against Operator or its agents, guests, employees, principals, and other representatives. Occupant agrees to have and maintain property and liability coverage for all watercraft and motor vehicles stored.

12. RELEASE OF LIABILITY FOR PROPERTY DAMAGE: Property stored In the Leased Space shall be at Occupant's sole risk. Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any loss or damage, including sentimental and emotional, to Occupant's property from fire, flood, mold, theft, vandalism, defects in the premises, gratuitous handling, or any other cause whatsoever.

13. RELEASE OF LIABILITY FOR PERSONAL INJURY: Operator and its agents, guests, employees, principals and other representatives shall not be liable, even if they are negligent, for any personal injuries arising out of Occupant's use, access and occupancy of the Leased Space.

14. INDEMNITY AND LIABILITY: Occupant agrees to defend, indemnify and hold harmless Operator (including costs and attorney's fees) against all claims and demands, including but not limited to ones for personal injury or property damage, arising out of Occupant's use, access and occupancy of the Leased Space and facility, as well as that of Occupant's agents, guests, employees, principals and other representatives. This assurance extends to Operator's agents, guests, employees, principals, and other representatives. Occupant acknowledges that Operator does not represent or warrant the safety or security of though Leased Space and facility.

15. OPERATOR'S LIEN: Anything in the Lease to the contrary notwithstanding, a lien accrues in favor of the Operator on all property stored in the Leased Space as of the date the rent is unpaid and due. The property stored in the Leased Space may be sold or otherwise disposed of as provided by law to satisfy the lien if the Occupant Is in default.

16. DEFAULT: Occupant is in default if he fails to meet any obligation set forth in the Lease, including but not limited to the timely payment of rent and other charges. Occupant is In default if he made any misrepresentation in the Lease. Upon a default by Occupant, Operator may 1) deny Occupant access to the Storage Space (including over locking it), 2) sell the contents of the Storage Space in accordance with its lien rights under Idaho law, 3) pursue any other rights and remedies legally available to it. If Occupant has multiple leases with Operator, a default under any one of them constitutes a debt owed and a default under all of them.

17. TERMINATION: Either party may terminate this Lease by giving written notice to other at least 10 days prior to the commencement of the next one month term, except that Operator may also immediately terminate this Lease if Occupant is in default Upon termination, no refund of prepaid rent is available.

18. LEFTOVER PROPERTY: Any property left In the leased Space or at the facility after a lien sale or after Occupant has moved out shall be deemed abandoned by Occupant, and Operator may discard, destroy or otherwise dispose of such property as he sees fit.

19. RULES: Occupant agrees to comply with all rules published by Operator related to the use, access and occupancy of the Leased Space and facility, which rules constitute a part of this Lease.

20. NO SUBLETTING: Occupant shall not assign or sublet any portion of the Leased Space without written permission from the Operator.

21. CHANGE OF INFORMATION: Occupant shall notify Operator in writing of any change to

the information In the Lease in a document created expressly for the purpose of such notification.

22. ENTIRE AGREEMENT: This Lease, including any written addendum, constitutes the complete and entire agreement between the parties. There are no separate oral agreements between the parties and Occupant acknowledges that he is not relying on any oral representations by Operator purporting to modify or add to this Lease.

23. NON-WAIVER: No term of condition of this Lease shall be deemed waived except by written consent of the party against whom the waiver is claimed. No waiver of a term or condition shall be deemed a waiver of such term or condition in the future and shall not be deemed a waiver of any other term or condition of the Lease.

24. ARBITRATION: Any controversy or claim arising out of or relating to this lease or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with Its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered In any court having jurisdiction thereof. This arbitration clause does not apply to a forcible detainer action brought by the Operator against the Occupant. Class relief shall not be available In such arbitration. If the amount In dispute exceeds \$25,000, either party shall be entitled to a three-arbitrator panel if requested. The arbitration shall be conducted In the county where the facility is located. Occupant shall Initiate arbitration within 12 months after the event(s) giving rise to it. The prevailing party shall be entitled to an award of reasonable attorney's fees and other legal expense.

25. OTHER: Taxes will be added to any amount owed under the Lease subject to taxation. Occupant shall give any notice or demand operator in writing. Time is of the essence as to all of Occupant's duties under this Lease. This Lease shall be subordinate to any other lien or encumbrance now or hereafter placed on the facility by Operator. Any lease provision found to be unenforceable is severable. Operator may assign this Lease, in which event Operator shall no longer be liable under It and the assignee shall be liable. If they are multiple occupants for the Leased Space, they shall be jointly and severally liable under this Lease. This Lease shall be governed by Idaho law.

#### POLICE CRIME-FREE PROVISION

Occupant and any guest, invitee or other person authorized by Occupant shall not engage in, facilitate nor permit the Leased Space or facility to be used in connection with any criminal activity, including drug-related activity. Occupant agrees only to use the type of padlock authorized by Operator. Violation of this provision lays grounds for immediate termination of the Lease, regardless of whether Occupant is criminally prosecuted. Occupant authorizes Operator to release rental information in the event of a police investigation.

Idaho law requires self-storage occupants to disclose whether any of the following types of Protected Property

Is or will be stored In the Leased Space:

- Documents, files, or electronic data containing financial, medical, legal or passport information about Occupant's customers, clients, or patients (except Occupant's personal records)
- Pharmaceuticals (except those dispensed by a pharmacy for Occupant's personal use)
- Alcoholic beverages
- Firearms