

**ALL PURPOSE STORAGE, LLC**  
3974 NORTH BANK RD  
**PO Box 42**  
**Otis, OR 97368**  
**541.994.7867**

DATE: \_\_\_\_\_  
UNIT # \_\_\_\_\_  
UNIT SIZE \_\_\_\_\_

**OCCUPANT:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: (\_\_\_\_) \_\_\_\_\_  
Work Phone: (\_\_\_\_) \_\_\_\_\_  
Cell Phone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**CHARGES:**

Monthly Charge: \_\_\_\_\_  
PRORATED: \_\_\_\_\_  
Discount(s): \_\_\_\_\_  
Security Deposit: \_\_\_\_\_  
Locks: \_\_\_\_\_  
Subtotal: \_\_\_\_\_  
Misc. Merchandise: \_\_\_\_\_  
Total: \_\_\_\_\_

ACCESS CODE: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**OCCUPANCY AGREEMENT**

1. Occupancy agreement made on (date) \_\_\_\_\_ between All Purpose Storage, LLC, 3974 N. North Bank Road, Otis, OR 97368, herein referred to as "Owner" and \_\_\_\_\_ of (address) \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_, herein referred to as "Occupant." Owner hereby rents and leases to Occupant, and Occupant hereby hires and leases from Owner, storage space no. \_\_\_\_\_ located at the premises of Owner at 3974 N. North Bank Road, State of Oregon, for the term and at the rental provided for under this Occupancy Agreement.

2. The Occupant shall direct all inquiries regarding the occupancy of such storage space to Owner at:  
ALL PURPOSE STORAGE, LLC, PO BOX 42, OTIS, OR 97368  
Phone: 541.994.7867  
Email: jimwhisler@gmail.com

3. **RENT:** The monthly rental for the Occupant's unit/space shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable in advance on the first of each month. The first payment, prorated to the first day of the following month, is made concurrently with the execution of this occupancy agreement, receipt of which is hereby acknowledged. There shall be no refund on any monthly rental for an occupancy terminated before the end of the month. The owner may increase the monthly rent at any time after delivering a thirty day written notice to the occupant.

4. TIME PERIOD: This occupancy agreement shall continue on a month-to-month basis until terminated by 10 (ten) days written notice by either Owner or Occupant or by agreement of the parties to this agreement or by failure of Occupant to pay the rent when due and payable. Occupant's failure to give Owner ten (10) days written notice of Occupant's intent to vacate the unit/space will result in Occupant being liable for that amount of rent due up until the when receives actual knowledge that the Occupant has vacated their unit/space.

5. PAYMENT: Rental payments shall be due and payable on the first day of each calendar month in advance. In the event that rental payment is not received by the fifth (5<sup>th</sup>) day of the month in which the same has become due and payable, such rental payments shall be considered as delinquent. In addition to the rental then due, there shall be an additional service charge of Ten Dollars (\$10.00) to reimburse Owner for the cost of bookkeeping and other administrative services for the payments received after the fifth (5<sup>th</sup>) day of each calendar month. Returned checks shall be subject to a service charge of Thirty-Five Dollars (\$35.00) per item. Notice: The monthly occupancy charge and other charges stated in this agreement are the actual charges you must pay.

6. LOCK OUT: Failure to pay the rental payment by the fifth (5<sup>th</sup>) day of each calendar month shall also constitute a basis for termination of this occupancy agreement. If the occupancy is terminated by the Owner for failure of Occupant to pay the monthly rental, then and in that event, Owner shall have the right to immediately remove all of the property of Occupant at the Occupant's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this occupancy agreement for unpaid rental to Owner (pursuant to ORS 87.687-87.695); and/or to lock the storage unit so as to deny Occupant access thereto until all charges and fees have been paid. Upon entering these premises, Occupants who are not up to date with their rental payments may be considered trespassers and subject to prosecution.

7. LIEN: Occupant hereby gives and grants to Owner a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the occupied premises, and agrees that, in the event of any failure on the part of Occupant to comply with each and every of the covenants and obligations of this agreement, Owner may take possession of and may sell the same in any manner provided by law and may credit the net proceeds against any amounts due under the terms of the agreement and/or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney's fees.

8. LEGAL COSTS: In the event any action is instituted at law to enforce any covenant contained in this occupancy agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by Occupant, Occupant shall pay such reasonable attorney's fees and costs as may be determined by a court.

9. MAINTENANCE: Occupant shall not make or suffer any alterations to the premises without the written consent of Owner. Occupant shall keep and maintain the premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid, waste, or refuse. At the time Occupant vacates the unit, Occupant shall leave the unit in a broom clean condition.

10. USAGE: Occupant shall use the premises only for the storage of goods and/or commodities stored for any lawful purpose and in the possession of Occupant through lawful means. Occupant expressly shall not have the right to store any items which Occupant has in his possession illegally or which are items which are unlawful to be possessed by Occupant. The Occupant shall not store any flammable, explosive, or dangerous materials or illegal drugs on the premises. Further, Occupant agrees that he shall not maintain any business, operate any machinery, or use the premises which are the subject of this occupancy agreement for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the sole and exclusive use of passive storage or property owned or lawfully in the possession of Occupant at Occupant's sole risk. This restriction includes the use of Owner's units or real property as a transfer station (moving materials from one vehicle to another on a more than occasional basis).

11. FACILITY RULES: Occupant agrees to abide by the rules and policies that are outlined in this contract. Failure to abide by the rules and regulations of All Purpose Storage, LLC shall constitute a basis for termination of this occupancy agreement.

12. LIABILITY: This occupancy agreement is made on the express condition that Owner shall be free from all liability and claims for injuries of any kind to any persons, including Occupant or any property of any kind whatever and to whomever belonging, including Occupant, from any cause or causes whatever and to whomever belonging, including Occupant, from any cause or causes whatsoever while in, upon, or in any way connected with the premises, during the term of this occupancy agreement or extension of or occupancy under it. Occupant hereby agrees to save and hold Owner harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring. Occupant shall, at his sole expense, maintain his own insurance on the property stored on the premises, and Owner shall not be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause whatever; and Owner shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of such property. Notwithstanding the above, to the extent required by Oregon law, the Owner's maximum liability, if any, to Occupant, for damages to Occupant's contents shall be: \$50.00 Total. The maximum liability may be increased by mutual written agreement if Occupant also agrees to an increase in occupancy rental rates acceptable to Owner.

13. In the event the premises shall be damaged by fire or other casualty during the term of this occupancy agreement, whereby the premises shall be rendered unattainable, either Owner or Occupant may cancel this agreement by written notice delivered to the other. Upon such cancellation, rent shall be paid only to the date of such fire or casualty. Occupant in possession of the premises shall be held harmless by Owner for damages to the demised premises occasions by such fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Occupant, his licensees, or invitees.

14. UNIT LOCKS: Occupant is to provide his/her own lock for the self-storage premises; if the lock is removed from said premises, this will serve as notice to the Owner that Occupant has terminated this agreement.

15. UNIT ACCESS: Occupant shall have access to the self-storage unit referred to herein as UNIT # \_\_\_\_\_, from 7:00 AM until 9:00 PM, Sunday through Saturday. Rental is to your unit only.

16. **GUESTS & PETS:** Guests or family found in adjoining areas or disturbing the property of other tenants shall be cause for termination of the rental agreement together with forfeiture of any performance/security deposit. Pets must remain in the Occupant's vehicle at all times.

17. **OFFICE HOURS:** All Purpose Storage's office is open from Monday to Friday, 9AM to 12PM and 1PM to 5PM by appointment. The Owner may choose to leave the main gate open during the office hours referenced above.

18. **TRAFFIC SAFETY:** speeding on the premises (above 5 mph) or failure to obey other posted traffic regulations shall be cause for termination of rental agreement and forfeiture of any performance deposit. Use parallel parking only, in front of storage units. All trucks 1 ½ Ton or larger, turn around at the end of lanes.

19. Occupant further agrees that Owner or his agent may show the premises to prospective purchasers of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this occupancy has been given, to prospective occupants during the 30 day period prior to termination.

20. Owner reserves the right to relocate Occupant without expense to Occupant to any storage space of comparable size or to fit properly within the assigned storage space.

21. Owner and Occupant acknowledge that they each have received a copy of this occupancy agreement.

**AGREEMENT DATED:** \_\_\_\_\_, \_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**OCCUPANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name