



DOWNTOWN SELF STORAGE FACILITY RENTAL AGREEMENT

RECITALS

A. Parties. This Self-Service Storage Facility Rental Agreement (the “Agreement”) and all Exhibits and Addendums hereto, is an agreement made between Owner and Occupant(s), as defined below, which shall be effective as of _____, 202_ (the “Effective Date”):

Owner: Willamette Ventures, LLP, dba Downtown Self Storage
113 W 7th Street, Suite 201
Vancouver, WA 98660-3187
info@willamette-ventures.com
(503) 705-5887

Occupant(s): Name(s) _____
Address _____
Phone (____) ____-_____
(____) ____-_____
Email _____

Occupant agrees to receive all Notices outlined below and/or required by the Washington Self-Service Storage Facility Act, RCW 19.150 *et. seq.*, (the “Act”), by electronic mail at the email address(es) above. Occupant agrees to immediately send Notice to Owner of any changes to Occupant’s contact information listed in this Recital A and to modify Occupant’s email settings/spam filters to allow email from Owner which will come from an email address ending in @willamette-ventures.com.

Initial Here: _____

B. Facility. Downtown Self Storage is located at 613 Washington St, Vancouver, WA 98660 (the “Facility”).

C. Unit. Occupant has agreed to rent Unit No. ____ of 44, a space of approximately ____ square feet., as identified on the Facility Map attached as Exhibit A.

D. Term and Monthly Rent. Occupant’s tenancy shall be on a month-to-month basis starting on the Effective Date and terminating upon thirty (30) days written Notice from either Party, unless otherwise specified herein. Monthly Rent, which may be calculated on a pro rata basis for the first month, shall be due on the 1st day of each month based on the following calculations:

Monthly Rent Amount:	\$ _____
DSS Protection Plan, if any:	\$ _____
Cylinder lock	\$ _____
Processing Fee (3% for all card payments):	\$ _____
Total Monthly Rent Payment:	\$ _____

E. Occupant’s Liability. Each person considered an Occupant under this Agreement is jointly and individually liable hereunder, including, but not limited to, liability for timely payment of Rent and any related fees. If any Occupant is in Default under this Agreement or is otherwise found to have violated

a term of this Agreement, all Occupants are considered to be in Default and/or to have violated this Agreement.

F. Fees.

Administrative Fee:	\$25.00 due at signing of Agreement and for any other administrative action specified herein.
Processing Fee:	3% for credit/debit card payments.
Late Monthly Rent Fee:	\$20.00 or 20% of Monthly Rent (whichever is greater) for Rent not received by the 6 th day after due date.
Administrative Lien Fee:	\$150.00 for each month Monthly Rent is 30 days past due.
Insufficient Funds or Declined Card Fee:	\$25.00 for first occurrence; 50.00 for second occurrence; automatic termination of Agreement for third occurrence.
Administrative Notice Fee:	\$5.00 for any Notice provided to Occupant for failure to timely pay Monthly Rent or for Occupant's breach of this Agreement.

G.

G. Automatic Payment Authorization. Occupant authorizes Owner to automatically charge or debit Occupant's designated credit/debit card or bank account, as applicable, for the monthly amounts due on Occupant's monthly bill (the "Automatic Payment"). Automatic Payments will be made on the date specified in Occupant's monthly bill, which monthly bill will be provided no less than ten (10) days prior to the Automatic Payment date. Occupant understands that when the date for Automatic Payment falls on a weekend or holiday, Owner will process the Automatic Payment on the next business day. Occupant authorizes Owner to treat Occupant's initials hereunder as evidence of Occupant's consent to save Occupant's payment information and initiate electronic payment transactions from Occupant's designated bank, debit card, or credit card account; electronic signature or initials shall have the same effect as a handwritten signature or initials. If a billing error occurs, Owner is responsible for correcting such error upon delivery of the Notice to Owner provided by Occupant, in accordance with the Notice provision(s) of this Agreement. To cancel Automatic Payments, Occupant must deliver written Notice of cancellation to Owner no less than ten (10) days prior to the next billing cycle. Owner and participating financial institutions reserve the right to terminate Occupant's participation in Automatic Payments at any time, as authorized by applicable law. Owner does not impose a fee for participating in Automatic Payments; however, a 3% processing fee shall be assessed against and added to any debit/credit card payment. By initialing below, Occupant represents and warrants that they are an authorized user of the debit/credit card provided to Owner for Automatic Payments. It is Occupant's sole responsibility to keep current its Automatic Payment account information with Owner. If Occupant's Automatic Payment is declined or returned for any reason (including expiration of any debit/credit card or insufficient funds), Occupant shall be responsible for all applicable Fees set forth in this Agreement resulting from insufficient funds, late payment, or non-payment of amounts due. If the Automatic Payment is declined, Owner may, in its sole discretion, cease accepting Automatic Payments from Occupant and require Occupant to pay all amounts due under this Agreement by check or other means. Initiation of Automatic Payments from a bank account may take up to 45 days, and Occupant must continue to make payments by alternate payment methods until Occupant is notified that Automatic Payments have commenced.

Initial Here: _____

H. Automatic Payment Account Information.

Name on card/bank account: _____

Billing Address: _____

Card Type: _____ Card No.: _____

Exp. Date: ____/____/202__

Security Code: _____

TERMS AND CONDITIONS

1. Incorporation by Reference. The above Recitals are contractual and are incorporated into the terms of the Agreement by this reference.

2. Storage Unit. Occupant has examined the Facility and the storage unit identified in Recital C (the “Unit”) and has agreed to rent the Unit for the Term in “as-is” condition. The measurements of the Unit are an approximation only and may vary from actual Unit measurements. Occupant will have access to the Facility and Unit during Owner’s regular hours of operation as described in the Rules and Regulations. In the event Owner is required to temporarily close the Facility or any portion thereof, Owner shall post notice of the closure at the entrance of the Facility and may provide notice to Occupant via email. Failure to provide such Notice shall not constitute a breach or event of default hereunder. Occupant shall safeguard the Unit and secure Occupant’s personal property (the “Unit Contents”), providing a lock to secure the Unit and Unit Contents. The cost of repair resulting from any damage to the Facility or Unit by Occupant or their guest(s) shall be immediately paid by Occupant upon Owner’s demand. Occupant shall be exclusively and solely responsible for locking the Unit and shall ensure the entrance/exit door to the Facility closes and locks upon each entrance into and exit therefrom. Except in an emergency, Occupant will receive advanced Notice by email of Owner’s intent to access the Unit and, if Occupant does not provide access within 5 days, Owner may remove the lock and access the Unit without Occupant being present. Owner may access the Unit for inspections, repairs, or maintenance. In an emergency, Owner may relocate the Unit Contents to a different unit and Occupant will rent the replacement space as the Unit under this Agreement. Owner does not assume care, custody, or control over the Unit Contents even if Owner enters the Unit or denies Occupant access to same. No bailment or deposit of goods for safekeeping is intended or created under this Agreement.

3. Occupant represents and warrants that no party has a lien on, or security interest in, the items stored in the Unit (a “Lienholder”), except for the following Lienholders (*list the name and address of all Lienholders; if left blank, Owner shall be entitled to assume that no Lienholders exists; Occupant shall notify Owner immediately of any additional Lienholders*):

- a. _____
- b. _____
- c. _____

If additional space is necessary, Occupant may attach a typed or handwritten list to this Agreement.

4. Storage of Personal Property. Occupant will store only its personal property as the Unit Contents in the Unit, and the Unit Contents shall have an aggregate fair market value of no more than \$5,000. Occupant has read and reviewed the Rules and Regulations located at www.willamette-ventures.com and Occupant agrees to abide by those Rules and Regulations. Owner shall have the right from time to time to amend, update, or otherwise change the Rules and Regulations for the safety, care, and cleanliness of the Facility and all common areas, or for the preservation of good order. Occupant agrees not to use the Unit for any prohibited purposes, including for residential purposes, or to use the Unit in violation of the Prohibited Uses contained in the Rules and Regulations. Occupant agrees to take precautions and act in a reasonable and prudent manner when storing the Unit Contents, including, without limitation, storing the Unit Contents in a manner that prevents mold or mildew growth within the Unit. In furtherance of such obligations, OCCUPANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- a. To avoid storing, or bring into the Unit, any personal property of any kind or type that is wet, moist, or otherwise impacted by moisture from rain, plumbing leaks, power failure, intentional or negligent acts, flood, or stream or river waters.
- b. To avoid air-drying wet clothes, household goods, furniture, linens, bedding, toys, merchandise, files or any other personal property of any kind in the Unit.
- c. To keep the Unit Contents free from dirt and debris that can harbor mold.

d. To inspect the Unit Contents regularly for the indications and sources of indoor moisture.

e. To immediately report to management any discoloration evidenced on the Unit Contents or within the Unit, including its walls, floor, or ceiling and/or any water intrusion within the Unit, including plumbing leaks, drips or flooding.

f. To clean upon first appearance, any suspected mildew from condensation on or moisture contained in the Unit Contents in accordance with best practices and to dispose of any rags or sponges used to clean the mildew in a sealed bag to be taken outside the Facility.

g. To maximize the circulation of air by keeping the Unit Contents away from the Unit's walls and out of its corners.

h. TO REPORT TO OWNER, ORALLY AND IN WRITING, THE PRESENCE OF ANY SUSPECTED MOLD GROWTH ON SURFACES INSIDE THE UNIT, ALLOWING OWNER IMMEDIATE ENTRY TO THE UNIT TO INSPECT AND TO TAKE REASONABLE ACTIONS TO REMEDY ANY MOLD OR WATER INTRUSION IDENTIFIED.

5. Prohibited Activities. Failure to strictly adhere to avoidance of the following prohibited activities shall constitute an event of default to be addressed as set forth in Section 10, herein:

a. Pets. No pets shall be allowed within the Facility, nor shall any pet, animal, hide, or taxidermized animal be stored in the Facility or in any Unit for any period of time whatsoever. This provision shall not prohibit Occupant or their guests from being accompanied by a "service animal" (as defined by RCW 70.84.02) within the Facility.

b. Substance Use. Use of the following substances is prohibited within the Facility: alcohol; vaporizers, including, but not limited to, any electronic device allowing the user to inhale any substance, whether or not the device contains a regulated substance such as tobacco or THC; cigarettes and other traditional tobacco products, including smokeless tobacco; cannabis and cannabis-based products; medicine, whether or not prescribed by a licensed medical provider, when used in excess of the prescribed or recommended amount; and any other substance which may cause a nuisance (as defined by RCW 7.48.010) to other Occupants or their Unit Contents within the Facility.

c. Unlocked Unit. Occupant's Unit shall remain locked at all times except for periods of loading/unloading and while Occupant is physically present within the Unit.

d. Subletting. Occupant is prohibited from subletting the Unit, or any portion thereof.

e. Assignment. Occupant shall not be entitled to assign or otherwise transfer their rights under this Agreement. Owner may, at its sole option, convey, grant, or otherwise transfer its rights under this Agreement to a successor-in-interest, providing Occupant with 30-days' Notice of an assignment and the contact information for the successor to whom Owner's interest will be transferred. Such assignment shall not alter the terms of this Agreement, nor shall it provide Occupant the right to terminate the Agreement by any means other than those provided in Section 8 and elsewhere herein.

6. Payment and Reasonableness of Fee Schedule. Except for the first Monthly Rent payment to be paid at signing, or as otherwise agreed to in writing by Owner, Occupant shall pay the Monthly Rent and any tax or assessment levied on the Monthly Rent on the first day of the month following the Effective Date and on the first (1st) of each subsequent month until the expiration of this Agreement. Occupant shall also pay all applicable Fees when due. All payments will be first applied to the oldest delinquency, including any Fees incurred. Occupant agrees that the Fees set forth in Recital F herein are reasonable and are not a penalty. Occupant affirms that the Fees are agreed upon because it is difficult to calculate the administrative costs or damages that Owner will incur in administering the Unit rental or in addressing Occupant's default.

7. Modifications. Owner may change or modify any of the Terms and Conditions of this Agreement by notifying Occupant, in accordance with the Notice provisions set forth herein, at least 30

days prior to instituting changes or modifications. Occupant's continued use of the Unit beyond the 30th date after which Notice has been provided is and shall be deemed an acceptance of the Noticed changes or modifications.

8. **Termination.** Either party may terminate this Agreement at any time, subject to the following: (i) if Occupant terminates this Agreement prior to the end of a monthly Term, Occupant is obligated for the entire Monthly Rent due for that Term and no refund will be issued; and (ii) prior to termination, Occupant shall remove all Unit Contents from the Unit, leaving the Unit free from damage and in broom swept condition, excepting reasonable wear and tear.

9. **Abandonment.** Occupant shall be deemed to have abandoned the Unit Contents which remain in the Unit following the date of termination of this Agreement and/or 30 days after Notice of an event of default has been provided to Occupant by Owner. All abandoned Unit Contents, other than personal papers and personal photographs, shall be subject to sale or other disposition by Owner consistent with the relevant terms of the Act.

10. **Event of Default.** Occupant's violation of any term or provision of this Agreement shall constitute an event of default. Except as otherwise set forth herein, any event of default by Occupant shall entitle Owner to all or any one of the following: (1) to terminate this Agreement (subject to the provisions of RCW 19.150.040 or other applicable law), (2) to exercise any rights or remedies under this Agreement, at law, or in equity, (3) to deem as abandoned any Unit Contents not timely removed and which remain in the Unit or at the Facility and dispose of them at Occupant's cost, (4) to repair any damage to the Unit at Occupant's cost, and/or (5) to deactivate Occupant's access code to the Facility. If Monthly Rent remains unpaid for six (6) consecutive days once due, Owner may deny Occupant access to the Facility and the Unit. **IN ADDITION TO OWNER'S OTHER REMEDIES, OWNER MAY DEEM OCCUPANT TO BE IN "HOLDOVER" AND IMMEDIATELY INCREASE THE MONTHLY RENT BY 200% IF OCCUPANT DOES NOT VACATE AND SURRENDER THE UNIT AS REQUIRED BY THIS AGREEMENT.** Occupant understands and agrees that Occupant is responsible for Owner's attorneys' fees, court costs, and other expenses incurred by Owner in connection with Occupant's default, and Occupant agrees to promptly pay Owner those fees, costs and expenses. Occupancy is deemed to be joint and several, such that default on one Unit by any Occupant shall constitute default on all Units leased by the Occupant, whether or not additional Occupants are parties to all Agreements, entitling Owner to deny access to all Occupants to the Facility and to all Units leased by a defaulting Occupant.

11. **Owner's Statutory Lien.** Pursuant to the Act, Owner has a lien on all Unit Contents, whether or not owned by Occupant, for rent, labor, or other charges, present or future, in relation to the leased Unit, and for any fees or expenses necessary for the preservation of the Unit Contents, or expenses reasonably incurred in the sale or other disposition of the Unit Contents. Occupant understands and agrees that the Unit Contents may be sold to satisfy all or part of Owner's lien if Occupant is in default on this Agreement for 14 consecutive days and that the use of an online auction or lien sale provider is deemed to be sold in a commercially reasonable manner. If a published advertisement of the sale is required, Owner may meet this requirement by posting an advertisement on Owner's website (<https://willamette-ventures.com/>). At any time prior to a lien sale, any person claiming a right to the Unit Contents subject to the lien sale may halt the sale by **PAYING IN FULL (CASH ONLY)** all amounts owed. Upon release of the Unit Contents to the payor, Owner shall owe no further liability to any person for the lien property and Occupant hereby agrees to indemnify Owner against claims arising out of such liability.

12. **Insurance.** Occupant shall bear the entire risk of loss for the Unit Contents. As a material condition of this Agreement, Occupant shall, and covenants to:

- Purchase and maintain insurance for the Unit Contents at their full replacement value, or
- Participate in the Downtown Self Storage Protection Plan (described in Section 13, herein (the "DSS Protection Plan")). Occupant affirms that Owner has hereby

advised Occupant to check the terms and condition of Occupant's homeowner's or apartment rental insurance, if any, to determine whether Occupant maintains insurance coverage for the Unit Contents; it is Occupant's choice and sole responsibility to maintain insurance on the Unit Contents or to participate in the DSS Protection Plan.

Occupant further acknowledges that Owner does not, and will not, insure the Unit Contents and expressly disclaims any liability or responsibility for any loss thereof. Occupant's failure to properly protect the Unit Contents at all times, whether through personal insurance or through the DSS Protection Plan, shall constitute an Event of Default.

Initial Here: _____

13. DSS Protection Plan. For an additional monthly payment by Occupant, Owner agrees to assume **LIMITED LIABILITY** for loss of, or damage to, the Unit Contents. Under the DSS Protection Plan, Owner shall be liable for loss if, and only if, the loss: occurs while the Unit Contents are stored in the Unit **AND** is caused by an event listed in subparagraph (c), below. Owner's assumption of limited liability modifies Occupant's waiver and release of liability for loss or damage to Unit Contents set forth in Section 15, herein, and releases Occupant from the obligation to maintain insurance under the preceding Section 12. Owner disclaims all other liability for loss or damage to the Unit Contents. **Occupant acknowledges and agrees that the DSS Protection Plan is an indemnity agreement incidental to this Agreement and is not insurance. Occupant further acknowledges that Owner is not an insurance company.**

a. Occupant Options for DSS Protection Plan Participation. Occupant has three options for participation in the DSS Protection Plan and Owner's limit on liability shall be dependent on Occupant's selection, at the time of signing this Agreement, of a limit, below:

<u>Limit of Liability</u>	<u>Monthly Cost to Occupant</u>
\$2,000.00	\$15.00
\$3,000.00	\$22.00
\$5,000.00	\$30.00

b. Use of Disc or Cylinder Lock: Occupant agrees to lock the Unit with a disc or cylinder lock. If the loss of, or damage to, the Unit Contents is the result of burglary and if the Unit was locked with a disc or cylinder lock, Owner agrees to assume limited liability for the loss or damage up to the Limit of Liability selected at the time of Agreement. If the loss of, or damage to, the Unit Contents is caused by an event included in the following Section 13(c), **EXCEPTING BURGLARY**, Owner agrees to assume limited liability for the loss or damage to the Unit Contents in excess of \$100 caused by such event, up to the Limit of Liability selected at the time of Agreement.

c. Causes of Loss or Damage. Owner assumes liability, up to the Limit of Liability selected by Occupant at the time of Agreement, for direct physical loss or damage to the Unit Contents while stored and locked within the Unit at the Facility and caused by any of the following events, subject to the exceptions: **Fire or Lightning; Sonic Boom; Explosion** (excluding loss or damage due to or resulting from water or moisture contained in or created by any of the Unit Contents); **Windstorm or Hail** (excluding cold weather, frost or ice; snow or sleet, whether or not driven by wind; or loss or damage to the interior of any building or structure at the Facility, or to the Unit Contents inside the Facility, caused by rain, snow, sand or dust, whether or not driven by wind, unless the building or structure at the Facility first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters); **Smoke** (causing sudden and accidental loss or damage, but not including smoke from agricultural smudging or industrial operations); **Aircraft or Vehicles** (meaning only physical contact with the Facility by an aircraft, a spacecraft, a self-propelled missile, or objects falling from aircraft); **Riot or Civil Commotion** (including looting occurring at the time and place of a riot or civil commotion); **Vandalism** (meaning willful and malicious damage to, or destruction of, the Unit Contents); **Burglary** (meaning the unlawful taking of Unit Contents from inside the locked Unit by a

person unlawfully entering or leaving the Unit as evidenced by marks of forcible entry or exit); **Collapse** (meaning an abrupt falling down or caving in of the Facility, or any portion thereof, with the result that the building or structure or portion thereof cannot be occupied for its intended purpose when such Collapse has been caused by one of the following events: a natural disaster; remodeling or renovation, if the Collapse occurs during the course of that construction, remodeling, or renovation; insect, vermin, or other animal damage that is hidden from view; weight of people or contents of an area above the Facility; riot, civil commotion, or vandalism); **Earthquake and Volcanic Eruption** (meaning earthquake shocks or the eruption, explosion, or effusion of a volcano); **Water Damage** (except for damage to the Unit Contents, Facility, or any portion thereof arising from: manmade or natural forces from tidal waves, tsunami, tides, waves; flood from any adjacent river or body of water, whether or not manmade; all weather driven by wind; water that backs up or overflows from a sewer, drain or sump or water under the surface of the ground exerting pressure on, flowing, or seeping through any solid surface, including basement floors and walls).

d. Excluded Unit Contents. Owner will not pay for loss or damage to the following Unit Contents: accounts; bills; currency; data; documents; records; deeds; evidences of debt; money, notes, bonds, securities or stamps; animals, including birds or fish; aircraft; firearms, ammunition, explosives, and other weapons, including fireworks, "BB" guns, pellet guns, paintball guns, bows and arrows, and any other weapon capable of firing a projectile, whether by combustion or propulsion; furs, fur garments and garments trimmed with fur; jewelry, watches, precious or semiprecious stones; bullion, gold, goldware, gold plated ware, silver, silverware, platinum or other precious metals or alloys; photography equipment; Unit Contents while in the custody of other bailees and outside the Unit; contraband or other Unit Contents held for, or in the course of, illegal transportation, sale, or trade; valuable papers and records, including those which exist as electronic data and photographs; and any item to which Occupant was obligated to disclose a known Lienholder in Section 3, above, but failed to do so as mandated by this Agreement.

e. Exclusions. Owner will not pay for a loss caused directly or indirectly by any of the following which are excluded from the DSS Protection Plan regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage: **Governmental Action** (including any seizure or destruction of Unit Contents by any governmental authority or its agents, whether by court order or other means); **Nuclear Hazard** (meaning any weapon or object employing atomic fission or fusion; or nuclear reaction or radiation, or radioactive contamination from any other cause; however, if these acts cause a fire, Owner will pay for direct loss caused by that fire if that loss would otherwise be covered under the DSS Protection Plan); **War and Military Action** (including, but not limited to, undeclared or civil war, warlike action by any force, or insurrection, rebellion, revolution, or other civil conflict regardless of whether a governmental authority is involved); **Earth Movement** (any movement or shifting of earth, manmade or by natural forces, other than movement caused by an earthquake, unless such movement is the result of an explosion or fire); **Loss of Use** (meaning delay, loss of use, loss of market, loss of profit, or any other incidental or consequential loss); **Dishonesty** (meaning dishonest acts by Occupant, or any of Occupant's agents, authorized representatives, or guests, which exclusion applies whether or not such persons are acting alone or in collusion with others); **Shortage** (meaning unexplained or mysterious loss or disappearance); **Electric Malfunction** (meaning any electric disturbance within the Unit, except that Owner will pay for loss caused by a resulting fire or explosion if that loss would otherwise be covered under the DCC Protection Plan); **Wear and Tear** (meaning the gradual or normal decline in quality of the Unit Contents that causes it to damage or destroy itself and/or to attract any insect, vermin, or rodents which may cause additional damage to the Unit Contents). **Weather** (weather conditions, but only to the extent such weather conditions contribute in any way to a cause or event that would be excluded in the Water Damage provision of Section 13(c)); **Defect** (meaning faulty, inadequate, or defective design, specifications, workmanship, repair, materials, or maintenance of all, or any portion, of the Unit Contents).

f. Maximum Amount the Owner Will Pay. Where Owner is liable for loss or damage to the Unit Contents, Owner will assume liability for and pay the lesser of the actual cost paid by Occupant to repair the damaged Unit Contents or the actual cost of replacing the lost or damaged item with an

item of similar quality and condition. The maximum amount Owner will pay for all loss or damage to the Unit Contents is the Limit of Liability selected at the time of Agreement under Section 13(a).

g. Concealment, Misrepresentation or Fraud. Owner disclaims all liability for loss of, or damage to, the Unit Contents if Occupant has concealed or misrepresented a material fact, made a fraudulent statement, or engaged in fraudulent conduct in connection with the Unit Contents or any alleged loss to, or damage of, the Facility, the Unit, or the Unit Contents.

h. Duties in the Event of Loss. Occupant has a duty to cooperate with Owner and its representatives in the investigation of loss or damage to the Unit Contents. Cooperation includes, but is not limited to: notifying the police in the event of a burglary or other violation of law; providing prompt written Notice of the loss or damage to the Owner, including a description and details of the loss; taking reasonable steps to protect the Unit Contents from further damage; providing a written inventory of the damaged Unit Contents including a description, age and replacement cost of the damaged Unit Contents; allowing inspection of the damaged Unit Contents prior to disposing of any item for which protection is sought under the DCC Protection Plan; completing a sworn proof of loss within thirty (30) days of a request for proof of loss by the Owner; meeting with Owner and its representatives; and any other duties as requested by Owner and/or its representatives during the investigation or settlement of any loss or damage to the Unit Contents.

i. Valuation. The value of lost or damaged Unit Contents will be the lowest of the following amounts: the actual cash value of the Unit Contents; the cost of reasonably restoring the Unit Contents to their condition immediately prior to loss or damage; or the cost of replacing the Unit Contents with substantially similar property. In the event of loss or damage, the value of the Unit Contents will be determined as of the time of loss or damage. In case of loss or damage to any part of a pair or set, Owner may, at its sole determination, repair or replace any part to restore the pair or set to its condition just prior to the loss or damage, or pay the difference between the value of the pair or set prior to and after the loss or damage.

j. Failure to Pay Rent. If Occupant fails to pay the Total Monthly Rent Payment, as agreed upon in Recital D (including the DCC Protection Plan payment and any Fees due or owing under this Agreement), within five (5) days of the Monthly Due Date, the selected DCC Protection Plan Option will be cancelled on the sixth (6th) day, without further Notice to Occupant. Once automatically cancelled as a result of nonpayment, Owner shall not be responsible for any loss or damage to any of the Unit Contents from any event or cause. Upon repayment of all amounts due and owing, Owner, at its sole discretion, may reinstate the DCC Protection Plan selected by Occupant for the Unit Contents. Should Owner opt not to reinstate the DCC Protection Plan, upon Notice to Occupant, Occupant shall procure and maintain insurance for the Unit Contents for their full replacement value.

k. Cancellation. Occupant may cancel participation in the DCC Protection Plan following thirty (30) days' advance written Notice of cancellation to Owner in accordance with Section 19 herein. Owner shall be entitled to rely on Occupant's Notice as proof that Occupant has purchased and will maintain insurance for the Unit Contents for their full replacement value effective as of the expiration of Occupant's DCC Protection Plan coverage. Owner may cancel Occupant's participation in the DCC Protection Plan by sending Occupant thirty (30) days' advance written Notice of cancellation. Upon such Notice to Occupant, Occupant shall procure and maintain insurance for the Unit Contents for their full replacement value.

l. Acceptance and Acknowledgment. **By initialing below, Occupant acknowledges that Occupant has read and understands the provisions of this Section 11, agrees to be bound by all of the provisions set forth herein, and that Occupant has knowingly and voluntarily elected to participate in the DCC Protection Plan.**

Initial Here: _____

14. Decline DSS Protection Plan. If Occupant does not elect to participate in the DSS Protection Plan, Occupant shall provide Owner with proof of insurance, through the following information, which shall be dispositive evidence that Occupant has waived participation in the DSS Protection Plan and has elected to keep and maintain insurance coverage (or equivalent replacement coverage) in force during the entire term of this Agreement. A copy of Occupant's policy declarations page shall be attached to this Agreement. Occupant agrees to provide Owner with evidence of all renewals, modification, and revocations of Occupant's policy during the term of this Agreement.

Name of Insurance Provider: _____

Policy Number: _____

Policy Expiration Date: _____/_____/20_____

15. Waiver, Release, and Indemnity. **UNLESS COVERED BY THE DSS PROTECTION PLAN, THE STORAGE OF THE UNIT CONTENTS IN ANY UNIT WITHIN THE FACILITY SHALL BE AT THE OCCUPANT'S SOLE RISK. OCCUPANT EXPRESSLY WAIVES AND RELEASES OWNER FROM ANY CAUSES OR CLAIMS THAT OCCUPANT MAY HAVE IF THE UNIT CONTENTS ARE LOST, STOLEN, OR DAMAGED FOR ANY REASON WHATSOEVER (INCLUDING FIRE, WATER, ELEMENTS, ACTS OF GOD, THEFT, BURGLARY, VANDALISM, MYSTERIOUS DISAPPEARANCE, MOLD, MILDEW, RODENTS, INSECTS, OR THE ACTIVE OR PASSIVE ACTS OR OMISSIONS OF OWNER).**

Owner has not made and does not make any representations or warranties, including any representations or warranties as to the physical and environmental condition, or other matters with respect to the Facility. Owner hereby disclaims all warranties of any kind or nature whatsoever, whether express or implied, including, without limitation, warranties of merchantability, habitability, and fitness for particular purposes. Occupant acknowledges that, in renting the Unit, Occupant is not relying upon any representation of any kind or nature made by Owner. **OCCUPANT WAIVES ANY RIGHT OF SUBROGATION THAT OCCUPANT'S INSURANCE COMPANY MAY HAVE AGAINST OWNER, AND OCCUPANT SHALL CAUSE THEIR INSURANCE POLICY TO REFLECT THIS WAIVER.** Occupant will indemnify, defend, and hold Owner harmless from any claims, controversies, costs, liabilities, or damages (including indirect, incidental, special, or consequential damages) arising out of (a) the acts, omissions, negligence, or breach of this Agreement by Occupant or Occupant's guests, whether or not the breach rises to the level of default, and (b) the loss, damage, or release of any Unit Contents. **OCCUPANT WAIVES ANY CLAIMS FOR SENTIMENTAL OR EMOTIONAL VALUE RELATED TO ALL OR ANY PORTION OF THE UNIT CONTENTS.**

16. Owner's Limitation of Liability. No promises or representations of safety or security have been made to Occupant by Owner and Occupant shall have no right to rely on any express or implied representations by Owner's agents regarding the safety or security of the Facility or its Units. Owner disclaims all liability to Occupant or guests for any failure or malfunction in any alarm, surveillance, sprinkler systems, and any gate, door, or other component of the Facility.

17. Dispute Resolution. Any claim or dispute relating to this Agreement shall be resolved by a civil action filed in Clark County Superior Court and shall be governed by Washington law. **OCCUPANT AGREES THAT OCCUPANT MAY BRING CLAIMS AGAINST OWNER ONLY IN OCCUPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.** In any civil action or proceeding and related appeal, the prevailing party shall be entitled to recover its reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

18. Waiver. No provision of this Agreement shall be considered waived unless expressly stated in a written amendment hereto, signed and dated by both parties. Owner's failure to enforce any breach of this Agreement at the time of such breach shall not constitute a waiver of Owner's right to do so at a later time.

19. Notice. Any Notice required by this Agreement shall be in writing and served on the other party by mail, email, or hand-delivery (“Notice”) as follows:

a. Notice from Occupant to Owner. Any Notice provided by Occupant to Owner shall be in writing and shall be sent to Owner via Certified Mail to the address(es) listed in Recital A, herein, return receipt requested. Such Notice shall be deemed served the third day after postmark, irrespective of actual receipt of the Notice.

b. Notice from Owner to Occupant. Any Notice provided by Owner to Occupant shall be sent in accordance with applicable Washington law. Unless prohibited by law, Owner may send all Notices to Occupant via the e-mail address(es) listed in Recital A, herein. Occupant hereby releases Owner from any claims or controversies arising from or relating to Occupant’s failure to Notify Owner of any change to Occupant’s contact information and/or to modify Occupant’s email settings/spam filters to ensure receipt of email from Owner as set forth in Recital A.

20. Severability. If any court having jurisdiction over the parties determines that any portion of this Agreement is, to any extent, invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.

21. Entire Agreement. This Agreement, including any attachments, linked Rules and Regulations, and Exhibits, shall constitute the sole agreement and understanding of the parties and accurately states the rights, duties, and obligations of each party as of the Effective Date. Any prior agreement, promise, negotiation, or representation between the parties not expressly set forth in this Agreement is non-binding and unenforceable. Unless otherwise stated herein, all modifications to these documents shall be in a writing signed by both parties.

22. Acknowledgement. By signing below, Occupant represents and acknowledges that Occupant has read, understood, and agrees to all of the terms and conditions contained in this Agreement, including the information provided in any attachment, linked Rules and Regulations, and Exhibit, and that this Agreement shall be binding upon, and inure to the benefit of the parties and to their successors, heirs, and assigns.

Occupant

Sign: _____

Print: _____

Date: _____

Owner

Sign: _____

Print: _____

Date: _____