AGREEMENT FOR STORAGE SHED RENTAL

_____
Account#

THIS AGREEMENT is made by and between the CITY OF OAK HARBOR, a municipal corporation, hereinafter referred to as the "CITY", and _____, hereinafter referred to as "Renter."

WHEREAS, The City is the owner and operator of a self-service storage facility located at the Oak Harbor Marina, 1401 SE Catalina Drive, Oak Harbor, Washington, and the Renter is desirous of renting certain space located therein; Now Therefore, the parties make the following mutual agreements and covenants:

1. Storage Space. The City shall rent to the Renter the following designated storage space in the above-described storage facility:

DS _____ — _____

Hereinafter this rental space shall be referred to as "storage shed."

2. Monthly Terms. The terms of this agreement shall be from month to month. This rental may be terminated by twenty (20) days notice prior to the end of the month by either party to the other.

3. Rental Rate. In exchange for use of the above-described storage shed, the Renter hereby agrees to pay a monthly rental for the storage shed of $_____ per month including tax, payable by the first day of each month for which rent is due.

4. Purpose and Use.

(a) The rental of the above storage shed is for the exclusive purpose of providing self-service storage space to the Renter. It is understood and agreed that the City is not to be the bailor of any property stored in the storage shed and that to the extent possible, the Renter will have exclusive use of the space designated, subject to the limitations set out in Sections 7 and 11 below.

(b) The Renter has made his or her own inspection of the storage shed and has determined that it is suitable for purposes he or she intends.

5. Covenant Not to Use for Any Other Purpose. The Renter covenants not to use the storage shed for any purpose other than storage of personal property of the Renter and his or her immediate family.

6. Covenant Not a Commit Waste or Engage in Any Hazardous Activity or Storage. The Renter agrees to keep the storage shed in good condition and prevent waste therein. The Renter further agrees not to carry on any hazardous or dangerous activity in or about the storage shed. The Renter further agrees to abide by all posted rules and regulations governing the use and maintenance of storage sheds.

7. Covenant Concerning Toxic Waste. The Renter will not dump, spill, or allow the spillage or dumping of toxic waste and materials in the storage shed, in the area of the Marina, or in the waste collection receptacles available at the Oak Harbor Marina. Toxic waste and materials include all such materials so defined under federal or state law and include but are not limited to: oils, gasoline, batteries, oil based paints, cleaning solvents, and wood preservatives. It is agreed that, if such materials are used or stored at the premises, the Renter shall remove residue and containers for such items from marina property and dispose of such according to law.

8. Remedies for Failure to Pay Rent. The City shall have the following remedies for failure to pay timely rent:

(a) If the rent is more than three months delinquent, the City may take possession of the property without notice and effect a sale of the personal property located therein;

(b) The City may exercise any remedy authorized under RCW Chapter 19.150 as now in effect or hereafter amended, or any other remedy authorized by law which a creditor may have against a debtor;

(c) The City may remove the goods from the storage shed designated and place them in any other place at the Oak Harbor Marina or any other storage facility the City deems appropriate.

9. Insurance. It is understood that the Renter is responsible for assuring that the storage shed is adequately locked and protected from theft, vandalism and other loss and that the Renter is responsible for providing his or her own insurance. It is further agreed that the City is not the insurer of the safety of the items, and in no way assumes responsibility or liability for any risk or loss by theft, fire, vandalism, or other casualty.

10. Certification by Renter. The Renter hereby makes the following promises and certifies that:

(a) The Storage Shed Information Sheet attached hereto is true and accurately filled out.

(b) If any of the information supplied in the Storage Shed Information Sheet is incorrect and, as a result thereof, the City suffers loss or damage, Renter will indemnify the City against such loss.

11. Inspection. In order to insure that the covenants concerning use are being complied with, the City reserves the right to inspect the storage shed and its contents at any time with or without notice. Two people will carry out the inspection and a record will be kept thereof. In no event will exercise of this right convert the City into a bailor or other insurer of the goods stored on the property.

12. Notices. The notices to the tenant which may be sent hereunder or pursuant to law shall be deemed complete and served on the date when the same is mailed, postage prepaid, to either of the addresses designated on the Storage Shed Information Sheet attached hereto and made a part of this agreement. It is understood that this Storage Shed Information Sheet may be amended at any time by completion of an updated form at the Oak Harbor Marina Office.

13. Construction. This Agreement shall be liberally construed in favor of the City to effect the purposes for which this Agreement is made.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of _____, 20 _____.

For the City of Oak Harbor

_____
Signature

_____
Printed Name & Title

Renter

X _____ _____
Signature Date

X _____
Printed Name