

# Smokey Point Auto Group Rental/Cnmt Agreement

16520 Smokey Point Blvd, Arlington, WA 98223

Direct: 206-276-6707 / Office: 360-390-2881

Email: help@smokeypointauto.com

## Occupant Information

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Gate Code: \_\_\_\_\_ \*4-Digit Code

## Email Address

1. Owner may send lien notices by electronic mail. Occupant hereby expressly consents to and authorizes Owner to send lien notices to the electronic mail address above: \_\_\_\_\_ (initial to authorize email notice)

2. Owner shall send lien notices from the following electronic mail address:  
[help@smokeypointauto.com](mailto:help@smokeypointauto.com)

## Alternate Person

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent. (If none write "None")

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

## Rental/Cnmt Space Fees & Charges

Space #: \_\_\_\_\_  
month

Rental/Cnmt: \$ \_\_\_\_\_ per month

Power: \$ \_\_\_\_\_ per month

Rental/Cnmt Due Date: \_\_\_\_\_ Day of the

Admin. Fee: \$25.00

Late Fee \$20.00 after 6 days of due date

Merchant Fee: 3% per charge

**\*No prorated rental/cnmt at time of move out**

## Disclose Lienholders

Please provide the name and address of any lienholders or secured parties who have an interest in the property stored or to be stored (If none write "None"):

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

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

**NOTICE OF LIEN:** Pursuant to the Washington SSS Facility Act (Chapter 19.150 RCW), your property is subject to a claim of lien for unpaid rental/cnmt and other charges and may be sold to satisfy the lien if rental/cnmt and other charges due remain unpaid for fourteen (14) consecutive days.

**TOWING OF MOTOR VEHICLES OR BOATS:** Pursuant to the Washington Self-Service Storage Facility Act Owner may have vehicles, watercraft or trailers towed from the facility when rent is sixty (60) of more days past due.

SPAG, hereinafter "Owner," rental/cnmt to Occupant, as listed above, the rental/cnmt space indicated above pursuant to the following terms and conditions:

**TERM:** This Agreement shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENTAL/CNMT:** The initial rental/cnmt shall be the amount stated above and paid to Owner at the address stated above. Rental/cnmt is due each month on the rental/cnmt due date or in advance, and without demand. Owner reserves the right to require that rental/cnmt and other charges be paid in cash, certified check or money order. Owner may change the monthly rental/cnmt or other charges by giving Occupant thirty (30) days' written notice by first-class mail at the address stated in this Agreement. The new rental/cnmt shall become effective on the next date rental/cnmt is due. If Occupant has made advanced rental/cnmt payments, the new rental/cnmt will be charged against such payments, effective upon giving notice of the new rate.

**DAILY USE CHARGE:** All business/commercial vehicles such as but not limited to daily work vehicles, construction trucks, box trucks, equipment trailers, cargo trailers, used on a daily M-F basis will be charged an additional \$50.00 per month fee for wear and tear on premises. All vehicles will be free of dirt and debris. Any tracking of such debris into facility will be cleaned at tenant's expense. Any damage caused by business/commercial vehicles egressing and digressing daily will be at tenant's expense.

**CROSS COLAERATION OF SPACES:** When Occupant rents/cnmts more than one storage parking stall at this facility the rental/cnmt is secured by the property in all spaces rented/cnmt. Failure by Occupant to pay rental/cnmt on any spaces shall be considered a default on all spaces rented/cnmt. Owner may exercise all remedies including denial of access to the facility and sale of the property if all rental/cnmt on all spaces is not paid when due.

**CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when physically received in the SPAG office by Owner. It is Occupant's responsibility to verify that Owner has received and recorded the requested change of address.

**ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner's late and foreclosure fees, in addition to any other charges, in the event of default, late payments (\$20.00), NSF checks(\$25.00), or other services requested by Occupant. These fees are considered additional rental/cnmt and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all costs associated with the default incurred by Owner.

**DENIAL OF ACCESS:** When rental/cnmt or other charges remain unpaid for six (6) consecutive days, Owner may deny Occupant access to the rental/cnmt space.

**TERMINATION:** **Thirty(30) days advanced written notice (email) given by Occupant to SPAG will terminate this Agreement.** Thirty (30) days not received, occupant is responsible for following month rental/cnmt regardless if they vacate their contracted assigned space.

**NO BAILMENT:** Owner is not engaged in the business of keeping goods for hire or in the warehouse business, and no bailment is created under this Agreement. Owner does not exercise care, custody, or control over Occupant's rental/cnmt property. Occupant agrees to use the rental/cnmt space only for the use of property wholly owned by Occupant.

**USE OF RENTAL/CNMT SPACE:** Owner is not engaged in the business of rental/cnmt space for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's rental/cnmt property. Occupant agrees to use the rental/cnmt space only for the rental/cnmt of property wholly owned by Occupant. The rental/cnmt space shall not be used for residential purposes. The rental/cnmt space shall not be used for any unlawful activities, or in violation of any zoning restrictions, business licenses, or other regulatory restrictions. **Occupant shall not keep jewelry, furs, antiques, art work, heirlooms, collectibles or any irreplaceable property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to any of the Occupants kept property at the facility.**

**HAZARDOUS MATERIAL PROHIBITED:** Occupant will not keep or produce at the facility any explosive or highly flammable materials, hazardous materials, toxic materials, gasoline or substances which rental/cnmt or use is regulated by or prohibited by any local, state or federal law or regulation. Occupant's indemnity and hold harmless as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the rental/cnmt or use of any prohibited materials, whether or not hazardous or toxic, by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the rental/cnmt space at any time to remove and dispose of prohibited items at the sole cost and expense of the Occupant.

**INSURANCE:** Occupant, at Occupant's own expense, shall maintain insurance for the actual cash value of personal property in rental/cnmt space. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Occupant shall provide evidence of the required insurance coverage in the form of a certificate of insurance or declaration page (the "Insurance Policy"). Owner shall keep a copy of the Insurance Policy at all times, and Occupant shall be responsible for ensuring that the Insurance Policy does not expire and remains active during the term of this rental/cnmt agreement. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to personal property in rental/cnmt space that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, its agents or employees for loss of or damage to property in rental/cnmt space.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property within or upon the rental/cnmt space by Occupant shall be at Occupant's sole risk. Owner, its agents and employees shall not be liable for any loss of or damage, whether known or subsequently discovered, to any personal property in the rental/cnmt space or at SPAG arising from any cause whatsoever including, but not limited to, theft, burglary, mysterious disappearance, fire, water, wind, moisture, fungus, vermin, explosions, Acts of God, or the acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by any act, omission, or negligence of the Owner, its agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, its agents and employees shall not be liable to Occupant or others for injury or death as a result of Occupant, its agents, employees, guests or invitees' use of the rental/cnmt space or SPAG, regardless if such injury is caused by any act, omission, or negligence of the Owner, its agents or employees.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner, its agents and employees from any and all claims, damages, demands, actions or causes of action (including attorneys' fees, costs, and expenses) that arise from or in connection with Occupant, its agents, employees, guests or invitees' use of the rental/cnmt space and SPAG, or anything done in the rental/cnmt space or on SPAG premises by Occupant, its agents, employees, guests or invitees, that result in damage or injury to any person, entity, or property of Occupant, or to any other party, rental/cnmt space, or part of the SPAG facility premises.

**CONDITION OF RENTAL/CNMT SPACE:**

Occupant has examined the rental/cnmt space and agrees that the rental/cnmt space is satisfactory for all purposes, including safety, security, and size for which Occupant will use it. Occupant has had an opportunity to measure the usable space of the rental/cnmt space and understands that all representations by Owner rental/cnmt space size in terms of measurements are approximate.

Occupant will keep the rental/cnmt space neat, clean, and in a sanitary condition, and will return the rental/cnmt space to the Owner in the same condition as when it was received, except for normal wear and tear. **Any repairs to the rental/cnmt space or to SPAG facility required due to Occupant, its agents, employees, guests or invitees' acts or omissions, shall be at the Occupant's cost and expense.**

**RULES AND REGULATIONS:** By executing this Agreement, Occupant understands, acknowledges, and agrees to be subject to any rules and regulations set by Owner. Owner reserves the right to revise any rules and regulations at any time, with or without notice to Occupant. Additionally, Owner shall establish and/or change the hours of operation at SPAG with or without notice to Occupant.

**PROPERTY LEFT IN THE RENTAL/CNMT SPACE:** Owner may dispose of any property left in the rental/cnmt space or at SPAG premises by Occupant, its agents, employees, guests or invitees after termination of this Agreement, whether Occupant vacated the rental/cnmt space voluntarily, by way of default, or any other manner. Occupant shall be responsible for paying all costs and expenses incurred by Owner in disposing of such property.

**OCCUPANT ACCESS:** Occupant's access to the SPAG facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the SPAG facility.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, its agents, its employees or representatives of any governmental authority, including police and fire officials, access to the rental/cnmt space upon twenty-four-hour notice to Occupant. In the event of an emergency or as required by law, Owner, its agents, its employees or representatives of any governmental authority shall have the right to enter the rental/cnmt space without notice to Occupant and take such action as may be necessary or appropriate to protect the SPAG facility, to comply with applicable law or to enforce Owner's rights.

**NO SUBLETTING:** Occupant shall not assign or sublease the rental/cnmt space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion. **IMMEDIATE TERMINATION/NO REFUND IF ASSIGNED GATE CODE IS GIVEN TO ANYONE OTHER THAN ASSIGNED OCCUPANT.**

**WAIVER OF JURY TRIAL:** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either party, its agents or employees, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the rental/cnmt space or the SPAG facility, or any claim of bodily injury or property loss or damage,

or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of its agents, employees, guests and/or invitees.

**NOTICES:** All notices required by this rental/cnmt agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or by electronic mail to the electronic mail address provided by the Occupant in this rental/cnmt agreement. Notices shall be deemed delivered when deposited in the United States mail or when sent by electronic mail. Occupant agrees that any such notice sent by United States mail is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service. Notices sent by Electronic mail are presumed delivered when sent. All statutory notices shall be sent as required by law.

**USE OF AUTOMATED CALLS:** Occupant authorizes Owner to contact Occupant by automated telephone calls, text message or other means of automated communications to provide information concerning the SPAG facility, Occupant's account and for the collection of unpaid rental/cnmt and other charges.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, its agents, or employees as to the suitability of the rental/cnmt space for Occupant's intended use. Owner disclaims and Occupant waives any express or implied warranties of suitability or fitness for a particular use.

**NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security, or suitability of the rental/cnmt space for Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the rental/cnmt space and the SPAG facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner, its agents or employees purporting to modify, add to, or omit from this Agreement. Occupant understands and agrees that this Agreement may be modified only in writing.

**SUCCESSION:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, heirs, assigns or representatives of the parties hereto. Owner may at any time assign this Agreement or any part of it, resulting in Owner no longer being responsible, or liable, under the terms of this Agreement, and all the covenants, conditions, and obligations of Owner shall be binding on its assignee and its assignee will be entitled to enforce all of the provisions of this Agreement.

**ENFORCEMENT:** If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable.

**NO ALTERATIONS:** Occupant shall make no alterations to the rental/cnmt space.

**Do not sign this agreement until you have read it completely, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your kept property. If you have any questions concerning its legal effect, consult your legal advisor.**

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Occupant Signature

Date

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Smokey Point Auto Group

Date