

SAFETY LOCK SELF STORAGE

SELF-SERVICE STORAGE RENTAL AGREEMENT

Oregon Self-Service Storage Facility Act, ORS 87.685 to 87.695 | Revision 9.0, 10/7/2026

THIS AGREEMENT made and entered into on the _____ day of _____, 20____ by and between **SAFETY LOCK SELF STORAGE**, hereinafter referred to as "LESSOR", and _____, hereinafter referred to as "RENTER".

In consideration of the payments to be made and the mutual promises and covenants herein contained, LESSOR agrees to lease to RENTER and RENTER agrees to lease from LESSOR the property described below as Premises (the "Premises") subject to the following agreements:

1. PREMISES

LESSOR hereby leases to RENTER and RENTER agrees to lease from LESSOR UNIT(s) # _____ or RV SPACE # _____, within the SAFETY LOCK SELF STORAGE facility or fenced lot located at **94305 Mill Stream Road, Gold Beach, OR 97444**, pursuant to the following terms and conditions of this agreement.

2. TERM OF AGREEMENT

The term of this agreement is: _____ month-to-month rate (or) _____ lease term commencing on the _____ day of _____, 20____ and terminating on the _____ day of _____, 20____, and month to month thereafter. Rent is subject to increase with 60 days' notice.

3. RENT, LATE FEE AND RETURNED CHECKS

RENTER(s) shall pay to LESSOR the sum of \$_____ per month. Payment is to be made on or before the date of possession. Mid-term rentals will be prorated to the first of the next term.

Late fee

Rent is due on the 1st day of each month. Rent is on time if LESSOR receives it, or if it is mailed with a postmark dated, on or before the 5th day of the month. If rent for a unit is not received or postmarked by the 5th, a late fee will be charged for that unit of \$20.00, or 20% of that unit's monthly rent if the monthly rent is more than \$100.00 (the greater of \$20.00 or 20% of monthly rent, as allowed by ORS 87.694). The late fee is charged only once per unit in any month, however late the payment is, and no other late fee is charged for that unit in that month (ORS 87.694).

RENTER agrees that in the event of any returned or unpaid check, LESSOR will charge a **\$50.00** fee for each unpaid item plus applicable late charges. Any invoice or reminder LESSOR sends is a courtesy; RENTER is responsible for paying rent on time whether or not an invoice is received.

4. DEPOSIT

RENTER shall further pay to LESSOR the sum of \$_____ as deposit. A 30-day notice is required to guarantee a deposit refund. No prorated refunds will be made for partial month occupancy.

5. DEFAULT AND DENIAL OF ACCESS (OVERLOCK)

If rent is not received or postmarked by the 5th day of the month, RENTER is in default of this agreement. **If rent remains unpaid, LESSOR may deny RENTER access to the rented space at any time after the 10th day of the month** by overlocking or otherwise securing the rented space, until all rent, late fees and other charges are paid in full. Payments postmarked by the 5th count as on time. RENTER's own lock may remain on the space. If a payment postmarked by the 5th arrives after the unit is overlocked, LESSOR will remove the overlock with no overlock fee.

RENTER agrees to pay a **\$50.00** overlock fee (lock removal fee) before LESSOR's lock is removed. Any unauthorized removal of LESSOR's lock on an overlocked rental space will be considered "breaking and entry" and will be prosecuted.

If rent is delinquent and an arrangement has **not** been made with LESSOR, RENTER will have violated this agreement, and the deposit may be forfeited and the agreement terminated by LESSOR. Any payment arrangement must be approved by LESSOR in writing.

6. LIEN AND SALE (ORS 87.685 to 87.695)

LESSOR's lien. Under Oregon law (ORS 87.687), LESSOR has a lien on all personal property stored in the rented space, whether or not RENTER owns it. The lien begins when the property is first stored in the space; it does not wait for a missed payment. The lien secures payment of: (a) rent; (b) reasonable or agreed charges for labor, materials or other services that LESSOR provides at RENTER's request; (c) expenses necessarily incurred to preserve the stored property; and (d) expenses reasonably incurred to sell or otherwise dispose of the property under ORS 87.689 and 87.691. LESSOR may keep the property until these amounts are paid. The lien is enforced by sale only if RENTER is in default, and only after the written notice described below.

Upon RENTER's default, LESSOR may foreclose the lien by sale. Before any sale, LESSOR will send RENTER a written notice by certified, registered or other verified mail, or by email, to RENTER's last known address. The notice will include an itemized statement of the amount due, the space rented, a statement that access is denied, a demand for payment within a stated time not earlier than 30 days after the default, a statement that the property will be advertised and sold at a stated time and place unless paid, and LESSOR's name, street address and telephone number (ORS 87.689). LESSOR will follow the notice and sale timelines in ORS 87.689 and 87.691.

In the event of RENTER default, LESSOR may, at its option, open the rented space to appraise the stored goods for sale and move the stored property to another location to be stored in preparation for sale. RENTER agrees to be solely liable for any damage, loss or expenses incurred by this action. Sale or disposition will follow ORS 87.691, including advertising when required. Storage labor will be charged at \$30.00 per worker-hour. The proceeds of the sale will cover rent, labor, and expenses incurred in the sale; any balance will be held for RENTER as required by ORS 87.691. All moving, storage and/or sale costs shall be borne by RENTER. RENTER may redeem the property before sale by paying the full amount of the lien and reasonable expenses. **ONLY PAYMENT IN THE FULL AMOUNT OF THE LIEN WILL BE ACCEPTED TO SATISFY THE LIEN.**

7. NOTICES AND ADDRESS CHANGES

The mailing address and email address RENTER lists in this agreement are RENTER's last known address for all notices, including lien notices. RENTER must notify LESSOR in writing of any change of address or email. Notices are presumed delivered when mailed postage prepaid to that address or sent to that email (ORS 87.685, 87.689). LESSOR's address for notices and payments is shown below.

8. UTILITIES

LESSOR has provided lights within some of the rented spaces, and they are to be used for lighting purposes only. RENTER is responsible for keeping all items at least 1 ft. away from light bulbs at all times. Any other utility requirements of RENTER must be arranged in advance with LESSOR, and any agreement must be in writing. LESSOR is not responsible for any damage caused by a power outage. LESSOR has no duty to supply further utilities of any type or nature to RENTER.

9. ASSIGNMENT AND SUB-LETTING

RENTER shall not assign this agreement or any right accrued hereunder, in whole or in part, without the written consent of LESSOR. RENTER shall store only his/her personal property within the rented space and shall NOT store third parties' personal property.

10. USES ____ INITIAL HERE

The premises shall be used for storage of RENTER's personal property only. No business or business activities shall be carried on in the space or on the premises without the written consent of LESSOR, nor shall there be any use or act performed on the premises that conflicts with or violates any law or regulation of any governmental agency [local/state/federal tax, licensing, labor regulations]. Humans and pets are prohibited from living in or out of storage units. Living out of a storage unit will be grounds for immediate removal from the premises, overlock of the unit until all legal matters are settled, and termination of this agreement; RENTER will then be permitted access only to remove items.

11. PROHIBITED ITEMS AND VEHICLES ____ INITIAL HERE

RENTER agrees NOT to store any hazardous or toxic substance, including but not limited to explosives, gasoline or its components, or combustibles, or items emitting offensive odor or sound, or any other matter creating a nuisance or attracting rodents. ALL VEHICLES MUST BE TITLED TO RENTER AND REGISTRATION MUST BE CURRENT. Storage of any of the above constitutes non-compliance with this lease.

RENTER agrees not to affix shelving or other articles to the walls, ceiling or doors. RENTER shall not use the space as a dwelling, sublet it, or give access to persons not on this lease. At all times RENTER is responsible for the safety and securing of items stored by RENTER. LESSOR will not supervise the use of the rented space in any way.

12. SIGNAGE AND OUTSIDE STORAGE

RENTER shall not erect or maintain signs on the premises without the written consent of LESSOR. RENTER shall not store any goods or materials outside the rented space without the written permission of LESSOR.

13. INSURANCE

RENTER will hold the LESSOR harmless from any claim or cause arising out of the RENTERs use of the premises. RENTER expressly releases LESSOR from any personal liability due to losses and/or damages to said property caused by fire, theft, water, wind, rainstorms, explosions, rodents, insects, land vehicles, unlawful entry or activity of any kind or any other cause whatsoever. LESSOR will not be held liable to RENTER or RENTER'S guest or agent while on the premises. [Information regarding the lessor's insurance policy pertaining to storage is available upon request.]

 INITIAL HERE RENTER ACKNOWLEDGES THAT LESSORS INSURANCE IS LIMITED AND RENTER MUST CARRY INSURANCE WHICH COVERS ANY LOSS WHATSOEVER THAT THE RENTER MAY HAVE BY RENTING AT SAFETY LOCK SELF STORAGE. ALL PROPERTY STORED SHALL BE AT THE RENTER'S OWN RISK.

14. VEHICLES, WATERCRAFT AND TRAILERS

If LESSOR is required to dispose of a vehicle stored at the Premises because of any default of this agreement by RENTER, LESSOR may proceed under ORS 98.810 to 98.818 (ORS 87.693), including but not limited to towing, repossessing or disposing as salvage, with any expenses incurred, including legal fees, transport and re-titling expense, to be the responsibility of RENTER. A motor vehicle, watercraft or trailer may be towed from the facility if rent and other charges remain unpaid for 60 days or more and notice has been sent under ORS 87.689 (ORS 87.691).

15. MEDIATION, ATTORNEY FEES, SEVERABILITY AND TERMINATION

Both parties agree to seek mediation. If legal action is necessary to enforce the terms of this agreement, RENTER agrees to pay ALL attorney's fees incurred by LESSOR. Should any article of this agreement be deemed unenforceable, illegal or unfair by a court of law, it shall be replaced by an acceptable article accomplishing the same basic goal of protecting both parties and their rights under this agreement, AND all remaining terms and conditions will remain in full effect. **LESSOR may terminate this lease at its option if RENTER is not in full compliance with the terms of this lease.**

16. ELECTRONIC / NO-PAPER ACCEPTANCE (OPTIONAL)

This option is for RENTERS who cannot receive or sign a paper copy. LESSOR will send RENTER this agreement, or a link to it, by text message or email. RENTER accepts this agreement electronically in two steps:

- (1) **Electronic acknowledgment.** RENTER replies "I agree" by text or email to the message containing the lease or lease link, or types RENTER's full name and initials on LESSOR's online lease form. This reply or entry serves as RENTER's initials on the Insurance statement in Section 13 and on every other "INITIAL HERE" line in this agreement.
- (2) **First payment.** RENTER's first rent payment confirms RENTER's acceptance of all other terms of this agreement. By paying rent and occupying the storage unit, RENTER acknowledges and agrees to the terms of this contract, and each later payment confirms RENTER's ongoing consent to these terms.

LESSOR will keep a copy of RENTER's reply or online entry with this agreement. The phone number or email address RENTER uses to accept is part of RENTER's last known address for notices under Section 7. RENTER may request a paper copy at any time.

Mail payments to: SAFETY LOCK SELF STORAGE, PO Box 142, Ophir, OR 97464

LESSOR street address for notices: Nesika Storage, 33066 Nesika Road, Gold Beach, OR 97444

Main Office Phone: 541-425-5149 or text Eric Gray 530-624-6253. In-person visits by appointment only.

RENTER INFORMATION

RENTER 1: _____ Email: _____

Mailing address, City, Zip: _____ **TEXT OK? YES [] NO []**

H Phone: _____ W Phone: _____ C Phone: _____

Driver's License Number: _____ State issued: _____

RENTER 2: _____ Email: _____

Mailing address, City, Zip: _____ **TEXT OK? YES [] NO []**

H Phone: _____ W Phone: _____ C Phone: _____

Driver's License Number: _____ State issued: _____

Vehicle / RV / boat / trailer (if stored): Make: _____ Model: _____ Year: _____ Last 4 of VIN: _____

Plate #: _____ Reg. expires: _____

In Case of Emergency: _____ (someone you trust with your property in an emergency)

PROPERTY RULES

1. All property must be contained inside the rented storage unit or space at all times.
2. Do not give codes or keys to anyone who is not listed on this contract.
3. Do not leave the unit unlocked. If a unit is found unlocked, we will secure it and notify you immediately.
4. When vacating the unit, leave it locked until it can be secured.
5. No roaming the premises except for the area required to access your space.
6. Living inside a unit is not permitted and is prohibited by local, state and federal laws.
7. Property stored must be owned by RENTER, or RENTER must prove a legal right to store it.
8. \$2.00/day will be charged for lights left on inside units after first courtesy notice.
9. Facility-specific rules: None

____ INITIAL HERE I have read the above PROPERTY RULES and understand that any breach of the terms and conditions may constitute immediate termination of this agreement.

This agreement supersedes all others, and by signature below (or by electronic acceptance under Section 16), both parties agree to the terms and conditions outlined above.

LESSOR: _____ Date: _____

ALL RIGHTS RESERVED WITHOUT PREJUDICE

RENTER(s): _____ Date: _____

_____ Date: _____