

**BIG BOY MAXI STORAGE**  
**LEASE/RENTAL AGREEMENT FOR SELF-SERVICE STORAGE SPACE**

**THIS LEASE/RENTAL AGREEMENT** (hereinafter referred to as the “Agreement”) for a Self-Service Storage Space or Unit which is located in a Self-Service Storage Facility that has a common Street Address of 1400 W. AVENUE G in WHITE CITY, OR 97503 (hereinafter referred to as the “Premises”), is entered into by and between Landen Properties, LLC, an Oregon Limited Liability Company, doing business as Big Boy Maxi Storage (hereinafter referred to as the “Lessor”), and

**Name:** \_\_\_\_\_ (hereinafter referred to as the “Lessees”).

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**SECTION 1. DEFINITIONS.** All words capitalized herein shall have the same meanings as defined in the Oregon Self-Service Storage Facility Act, ORS 87.685 to 87.695 (2015) and as amended thereafter.

1.1 Lessee also means “Occupant(s)” and Lessor also means “Owner(s)”.

**SECTION 2. LEASE/RENT.** Owner hereby rents/leases to Lessee the Self-Service Storage Space located at the Premises and more specifically described as **Space(s) or Unit(s)** \_\_\_\_\_.

**SECTION 3. TERM.** The term of this Agreement shall **begin on** \_\_\_\_\_ and shall continue month-to-month until terminated by either Lessor or Lessee. The term shall begin on the First (1<sup>st</sup>) day of a calendar month, and end on the last day of a calendar month, regardless of the date that the Agreement was executed.

**SECTION 4. ACCESS.** Lessee shall have access to the gated Premises Twenty-Four (24) hours a day, Seven (7) days a week. Access is permitted using a security gate key-code selected by the Lessee at the time of executing this Agreement.

4.1 Denial of Access. Owner can deny Lessee access to the Premises and Space or Unit when rent or other charges remain unpaid or partially paid for 30 days past the due date, and according to the payment terms in this Agreement or for any breach of this agreement.

**SECTION 5. PAYMENTS.**

5.1 **Rent Payment.** Lessee shall pay to Lessor as rent **the sum of** \_\_\_\_\_ per month. Rent shall be payable on the First (1<sup>st</sup>) day of each month in advance.

Rent shall be made by Automatic Recurring Bill Pay (auto pay) from the Lessee’s credit card of choice. It is management’s responsibility to charge the Lessee’s credit card on the first week of every month. The lease and its payment start on the first day of the month and shall be paid in full no later than the end of the first week or each month. If the lessee so chooses they may pay by personal check in six (6) month installments. In the event of move out, termination of services,

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or eviction the remaining balance of the installment check shall be prorated and refunded to the lessee.

There shall be no exception to these requirements other than the first month's rent and security deposit. Checks will be made payable to **Big Boy Maxi Storage** (Lessor) and mailed to the following address: **Big Boy Maxi Storage, P.O. Box 2556, WHITE CITY, OR 97503**, or such place or address as may be designated by Lessor in the future. Please note that this address is not the street address of the storage facility. The office drop box may not be used for payments of any type. It is intended for renters to inform the manager of problems or changes they wish to make in their unit or space agreement. Different rates may be charged for the same size units or spaces. If the stated usage changes, the renter must immediately notify the site manager and the rent rate may be increased or decreased at management's discretion. LESSEE'S INITIALS: \_\_\_\_\_

Lessee shall pay Lessor for the initial term of the rent upon execution of this Agreement. If this Agreement commences on a date other than the First (1<sup>st</sup>) day of the calendar month, rent shall be prorated from the date of commencement to the end of the current month, and then payable on the First (1<sup>st</sup>) day of each month thereafter by Credit Card recurring payment executed by management.

5.4 **Lockout Charge.** If any of Lessee's rents are unpaid for a period of Ten (10) days or longer after the commencement of the rental period for which rent is payable, and Lessor commences to remedy the Default with a "Lockout" (herein described in Paragraph 17.1), Lessor shall have the right to demand a Lockout Fee in the sum of 20% of the monthly rent and all rents payable and any accrued late fees thereafter. Lessor shall have the right to demand cash, money orders, credit card, or certified cashier's checks for all unpaid amounts owed by Lessee. Lessor shall deny access to Lessee of the Premises and Space or Units as set forth in Paragraph 4.1 herein regarded as Denial of Access.

5.5 **Security Deposit.** To ensure Lessee's compliance with the terms of this Agreement, Lessee has paid Lessor the sum of \_\_\_\_\_ as a security deposit, an amount equal to One (1) month's rent for all units. The deposit shall be a debt from Lessor to Lessee that is refundable in full or in part within Ten (10) days following the expiration or proper termination of this Agreement, or any other termination not caused by Lessee's Default.

Lessor shall have the right, but not the obligation, to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee, the cost of curing any Default be Lessee, and the cost of performing any repair or cleanup that is Lessee's responsibility under this Agreement. An offset against the deposit shall not be an exclusive remedy provided by law or by this Agreement for Lessee's nonperformance.

LESSEE'S INITIALS: \_\_\_\_\_

Lessor shall give notice to Lessee each time an offset is claimed against the deposit, and unless the Agreement is terminated, Lessee shall, within Ten (10) days following receipt of such notice, deposit with Lessor a sum equal to the amount of the offset so that the total deposit amount, net of offset, shall remain constant throughout the Agreement term.

**SECTION 6. COMPLIANCE.**

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- 6.1 Lessee shall comply, at Lessee's sole cost and expense, with all applicable laws, ordinances, orders, rules, and regulations of any municipal, county, state, and/or federal agency or authority governing or having jurisdiction concerning the use, condition, and occupancy of the Premises. In addition to the foregoing, Lessee shall also comply with any rules and regulations issued by Lessor concerning use of the Premises, which Lessor shall have the right to amend from time to time for the safety, care, cleanliness, and preservation of the property values of the Premises, provided that Lessor shall give Lessee not less than Thirty (30) days' written notice of the implementation of and/or amendment to such rules and regulations.
- 6.2 Lessee shall maintain the Premises in a clean, neat, safe, quiet and sanitary condition at all times.

**SECTION 7. PERMITTED USE OF PREMISES.**

- 7.1 The Premises may be used only for storing and removing Lessee's Personal Property and for no other purpose whatsoever, unless approved in writing by Lessor. At this time, Lessee plans to store the following Personal Property on the Premises:

**Description of Property:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 8. RESTRICTIONS OF USE OF PREMISES.** In connection with the use of the Premises, Lessee shall:

- 8.1 At Lessee's sole expense, remedy any failure of compliance created through Lessee's fault or neglect, or by reasons of Lessee's use.
- 8.2 Refrain from any activity which would make it impossible or difficult to insure the Premises against fire, theft, or other casualty; would increase Lessor's insurance rates; would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Lessor to obtain reduced premium rates for long-term insurance policies. Prohibited activities include, but not limited to, engine restoration and repair (engine overhaul) transmission restoration and repair, oil changes and other fuel/fluid changes, mechanical work such as welding, grinding, sand/bead blasting, fabricating, sawing or wood working, painting, and

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cleaning with toxic or flammable substances. Lessee may conduct general non-mechanical maintenance and servicing of vehicles and watercraft.

- 8.3 Not use the Premises to locate, place, store, keep, or maintain any plants or plant parts, live or harvested. Lessee may not use the Premises to place, grow, store, keep, process, dry, or manufacture any plant or substance defined as illegal under any law, ordinance, order, rule, or regulations of any municipal, county, state, and/or federal government agency or authority. Lessee may not use the Premises for any activity that could cause the Owner's loan to be cancelled.
- 8.4 Not use the Premises to locate, place, store, keep, or maintain any animal.
- 8.5 Not use the Premises to locate, place, store, keep, or maintain any material or substance defined as hazardous and/or toxic under any law, ordinance, order, rule, or regulation of any municipal, county, state, and/or federal government agency or authority.
- 8.6 Not use the Premises for any human occupancy, residence, living quarters, overnight sleeping, camping, or similar use.
- 8.7 Not make or perform any alterations, improvements, modifications, construction, repairs, or changes to, in, or upon the Premises without the prior express written consent of Lessor.
- 8.8 Lessee may not alter the facility in any way for any reason. Lessee may not alter or use the overhead light to power any other source or item. Lessee may not install or use any light source whatsoever. Only Lessor provided LED ceiling light may be used. Lessee may assemble storage racks up to six feet tall without expressed permission of the lessor. Rack systems taller than six feet must be of a metal professionally engineered nature and are only permissible with the expressed written consent of the lessor or his/her designee.
- 8.9 Refrigeration and freezing units may not be used at any time for any reason. Refrigerators and freezers mounted inside recreational vehicles may not be in operation. Lessee agrees not to store any perishable items in their unit(s).
- 8.10 Lessee must request and be granted permission to show stored property to any non-tenants. Lessee may not share personal gate access codes with any individual not listed on the Lease/Rental Agreement. Any use other than storage is forbidden and a violation of the Lease/Rental Agreement. Lessee agrees to the terms of immediate lock out and eviction for any and all contractual breaches.
- 8.11 All recreational vehicles, motorhomes, travel trailers, 5<sup>th</sup> wheels, campers, and all other vehicles stored in outdoor or covered parking spaces are subject to Big Boy Maxi Storage's Minimum Standards for Vehicles clause. Deviation from these standards for any reason will be means for immediate eviction up to and including vehicle removal by local towing service to be determined by management.
- 8.11a Minimum Standard for Vehicles:

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All vehicles are subject to inspection at any time by management to determine adherence to Big Boy Maxi Storage's Minimum Standards for Vehicles clause.

All vehicles shall be in good cosmetic and functional condition as determined by management.

All vehicles shall be mobile under their own power when applicable.

All vehicles shall be registered and insured in lessee's name.

Vehicles may not display broken or damaged body work, panels, trim, etc.

Vehicles may not display faded, damaged, or discolored body panels or paint.

Under no circumstance shall any form or tarp or covering be used on a vehicle that is not of a professionally made and form fitted design specifically produced for that vehicle.

Damaged or discolored vehicle covers shall not be permitted and may be removed by management at any time.

Fluid drainage or leakage of any type from a vehicle is not permitted and will be grounds for immediate eviction and professional removal of fluids by a vender of managements choosing to be paid in full by lessee.

LESSEE'S INITIALS:

**SECTION 9. VALUE OF PROPERTY STORED.** Lessor is not a Bailee of Lessee's Personal Property, and exercises no care, custody nor control over Lessee's stored Personal Property.

- 9.1 Lessee agrees to use the Premises for storage only of Personal Property wholly owned by the Lessee. **LESSEE'S INITIALS:**\_\_\_\_\_
- 9.2 Lessee agrees to not store collectables, heirlooms, jewelry, guns, precious metals, works of art, coins or collections, or any Personal Property having special or sentimental value. Lessee waives any claim for emotional or sentimental attachment to the stored property.
- 9.3 Lessee agrees to not store Personal Property with a total value in excess of \$10,000, other than motor vehicles, trailers, watercraft or recreational vehicles, without the prior express written consent of Lessor. If such written consent is not obtained, the value of Lessee's Personal Property, in total, excluding vehicles, is deemed not to exceed \$10,000. Nothing herein shall constitute any agreement or admission by Lessor that Lessee's stored Personal Property has any specific value, nor shall anything alter the release of Lessor's liability.

**SECTION 10. RELEASE OF FACILITY OWNER'S LIABILITY FOR PROPERTY DAMAGE.**

All Personal Property stored in a Space or Unit by the Lessee shall be at Lessee's sole risk. Owner or Owner's Agents and employees shall not be held liable for any loss or damage to any Personal Property in the Space or Unit, or anywhere on the Premises, arising from any cause whatsoever including, but not limited to, theft, mysterious disappearance, fire, water damage, mold, rodents, Acts of God, other Lessee's actions or driving, the active or passive acts of omissions or negligence of the Lessor, Lessor's agents or security procedures employed at the Premises from any cause whatsoever.

**LESSEE'S INITIALS:** \_\_\_\_\_

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**SECTION 11. INSPECTION / LESSOR'S RIGHT TO ENTER:** Lessor shall have the right to inspect Lessee's Space or Unit at any reasonable time to determine Lessee's compliance with the terms and conditions of this Agreement. Reasonable times shall be defined as anytime during normal business hours, and Lessor shall give Lessee not less than Twenty-Four (24) hours' prior notice, either written or verbal to any inspection. In the event of an emergency or nuisance, Lessor may enter Lessee's Space or Unit at any time without notice to Lessee, and take such actions as may necessary or appropriate to preserve the Premises, tenants' property, or to comply with application of law, or to enforce Lessor's rights. In the event of a dispute about what constitutes an emergency or nuisance, Lessor's determination of the same shall be conclusive.

- 11.2 Inspections may be made to insure proper operation of all roll up doors and facility electrical systems. Inspections may be made to inspect and insure that all contractual agreements are being followed.
- 11.3 Annual rent increases may take place on January 1<sup>st</sup> of every year. Lessor will advise all lessees of upcoming rate increases 30 days prior with a written letter delivered via USPS and email to the addresses given by the lessor in this contract. It will be the responsibility of the lessee to adjust bank auto pay (if applicable) to reflect current pricing. Any balance of delinquent payments may be billed at the interest rate of 20% per month until all debts are settled.

**LESSEE'S INITIALS:** \_\_\_\_\_

**SECTION 12. INSURANCE.** Pursuant to ORS 87.686, Lessor hereby discloses that Lessee's Personal Property stored in a Space or Unit at the Premises is not protected by any insurance held by the Lessor. Lessee shall bear the entire risk of any loss of and/or damage to any of Lessee's Personal Property located on the Premises. Pursuant to ORS 86.686(4), Lessee must initial this paragraph.

**LESSEE'S INITIALS:** \_\_\_\_\_

- 12.1 Lessee agrees to have or to purchase insurance to cover the full cash value of any personal Property stored at the Premises. Lessee's insurance must be maintained and in full force, and paid for by the Lessee for the full term of the lease agreement. An insurance policy of/for fire, extended coverage endorsement, burglary, vandalism and malicious mischief, and insurance for the actual cash value of stored Personal Property must be kept in full force by the Lessee. Failure to carry the required insurance is a breach of this Agreement and Lessee assumes all risks and expenses and/or losses of stored Personal Property on the Premises. Lessee agrees that their insurance company, providing such insurance, shall not be subrogated to any claim of Lessee against Lessor, or employees for loss of/ or damage to stored Personal Property.

**LESSEE'S INITIALS:** \_\_\_\_\_

**SECTION 13. ASSIGNMENT AND SUBLEASE.** Lessee shall not assign this Agreement, in whole or in part, or allow it to be assigned, in whole or in part, by operation of law or in any other manner (including, without limitation by transfer of a majority interest of stock, partnership interests, or other ownership interests, merger, or dissolution, any of which shall be deemed to be an assignment); or mortgage, encumber, or pledge the same; or sublet the Lessee's Space or Unit, in whole or in part, or allow any portion of the Premises to be used by a third party without the prior express written consent of the Lessor.

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- 13.1 Lessee may share a Space or Unit with another party, but all persons storing Personal Property in a single Space or Unit at the Premises must be named as a Lessee on the same Rental Agreement and are subject to, and equally share, in the responsibilities, rights, and the mutual covenants and conditions contained in this Rental Agreement.

**SECTION 14. DEFAULT.** “Default” means a failure to perform in a timely manner any obligation or duty set forth in this Agreement. The following shall be deemed to be events of Default by Lessee under the terms of this Agreement:

- 14.1 Failure of Lessee to pay rent within a period of Ten (10) days after it becomes due and payable, including the first day that rent is due. No notice of Lessee’s obligation to pay rent is required to render the Lessee in Default.
- 14.2 Failure of Lessee to comply with any term or condition, or fulfill any obligation under this Agreement (other than the payment of rent) within Five (5) days after written notice by Lessor specifying the nature of the Default with reasonable clarity has been delivered to Lessee.

**SECTION 15. REMEDIES IN THE EVENT OF A DEFAULT.** Upon the occurrence of any Default under the terms of this Agreement, Lessor may:

- 15.1 Take possession of the Lessee’s Space or Unit, cut Lessee’s lock, and install a new lock belonging to Lessor on the Lessee’s Unit (hereinafter referred to as a “Lockout”). If Lessor performs a Lockout, there shall be a Lockout Charge (referred to in Section 5.4) to Lessee for each occurrence of a Lockout, and Lessee shall pay the Lockout Charge in addition to any other sums due and payable to the Lessor.
- 15.2 Deny Lessee access to the Premises and any Personal Property stored thereon to therein.
- 15.3 Terminate the Agreement by giving written notice of the same to Lessee. If Lessee terminates the Agreement, Lessee’s liability to Lessor for damages as set forth in this Agreement shall survive termination.
- 15.4 Hold Lessee liable for any costs, fees, or expenses incurred by Lessor concerning Lessee’s Default, including, but not limited to, the preparation and giving of any notices concerning the Default or termination of this Agreement; the cost of any cleanup, refurbishing, or removal of Lessee’s Personal Property; remodeling costs, repairs, or any other expenses incurred by Lessor as a result of Lessee’s Default and/or failure to vacate possession of the Premises.
- 15.5 Elect to allow Lessee to cure and satisfy any Default under this Agreement. In this event, Lessee shall pay to Lessor, in addition to all sums necessary to cure and/or satisfy the Default, and as a pre-requisite to the curing and satisfaction of the same, all attorney’s fees and other costs incurred

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by Lessor, including, without limitation, those concerning the same, and any related matters. Upon receiving payment, Lessor shall return the Personal Property to Lessee, and thereafter the Lessor shall have no liability with respect to the Personal Property.

- 15.6 Pursuant to ORS 87.687, perfect and foreclose upon the possessory lien held by Lessor on all Lessee's Personal Property, whether or not actually owned by Lessee, that is located on the Premises; and Lessor may retain Lessee's Personal Property until payment for rent and other charges as set forth in this Agreement are paid. It is understood that Lessor's lien attaches to Lessee's Personal Property by operation of law at the time it is stored at the Premises.
- 15.7 Except for a lien or security interest that is perfected prior to the attachment of the lien created by this Agreement, the lien created by this Agreement shall have priority over any other lien or security interest or encumbrance on the Personal Property subject to the lien.

**SECTION 16. NOTICE OF FORECLOSURE AND SALE.** Upon the event of Default, Lessor may foreclose its lien by giving notice to Lessee as required by ORS 87.689, notice shall include the following:

- (1) An itemized statement of Lessor's claim, showing the sums due on the date of the notice;
- (2) An identification of the Premises, including the Space or Unit number rented by Lessee;
- (3) A statement that access to Lessee's Personal Property is denied.
- (4) A demand for payment not earlier than Ten (10) days after the date of Default;
- (5) A conspicuous statement declaring that unless the claim is paid within the time stated in the notice, Lessee's Personal Property will be advertised for sale and sold at a specified time and place;
- (6) The name, street address, and telephone number of Lessor (or Lessor's designated agent), whom Lessee may contact to respond to the notice.

In the event a motor vehicle is stored in the unit upon default, Lessor may proceed as an owner of a parking facility under ORS 98.810 to 98.818.

**SECTION 17. SALE OF PROPERTY SUBJECT TO LIEN.** Pursuant to ORS 87.691, after the time expires as specified in the Default notice:

- 17.1 If Lessor determines, based on the Lessor's previous experience, that Lessee's Personal Property, subject to the lien created by ORS 87.687, has a value of Three Hundred Dollars (\$300.00) or less, Lessor may dispose of Lessee's Personal Property at Lessor's sole discretion.
- 17.2 If Lessor determines, based on the Lessor's previous experience, that Lessee's Personal Property, subject to the lien created by ORS 87.687, has a value of more than \$300, Lessor shall cause an advertisement for the sale of Lessee's Personal Property, to be published once a week for two consecutive weeks in a newspaper of general circulation in the city or county where the Premises is located. The advertisement shall include:
- (1) Address of the Premises;



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- (2) Number of the Space or Unit where the Personal Property is located;
- (3) Name of Lessee;
- (4) Time, place and manner of the sale.

17.3 Lessor may commence the sale of Personal Property Fifteen (15) days after the first advertisement publication concerning the sale, and shall conform to the terms stated in the published advertisement under this Agreement. Lessor may:

- (1) Conduct the lien sale without obtaining a license;
- (2) Offer the Personal Property for sale on a publicly accessible website that regularly offers personal property for auction or sale;
- (3) Complete the sale of the Personal Property at the Premises

17.4 Lessor may dispose of any Personal Property at the Lessor's sole discretion, if no bids are received at the public sale held under ORS 87.691. Lessor may satisfy the lien created under ORS 87.687 and all expenses associated with the disposition from the proceeds of the disposition, and shall hold the balance, if any, for delivery on demand to Lessee. If Lessee does not claim the balance of proceeds within two years after the disposition, Lessor shall presume the balance is abandoned and shall report and deliver the balance as provided in ORS 98.352.

17.5 A purchaser in good faith of the Personal Property sold to satisfy a lien created by ORS 87.687 takes the property free of any rights of persons against whom the lien was valid, even if the Lessor does not comply with the requirements of this Agreement and ORS 87.689.

17.6 Lessor, an employee of the Lessor's, an affiliate or relative of the Lessor or relative of the employee shall not acquire, directly or indirectly, property that is subject to disposal under this section.

17.7 If Personal Property subject to the lien under this Agreement is a motor vehicle, watercraft or trailer, Lessor may have the Personal Property towed away from the Premises if rent and other charges for storing the Personal Property at the Premises remain unpaid for 60 days or more; and Lessor send written notice as provided in ORS 87.689.

17.8 Lessor is not liable for damage to Personal Property that a tower removes from the Premises once the tower takes possession of the Personal Property.

17.9 A tower has a lien on Personal Property the tower removes from the Premises for reasonable towing and storage charges under ORS 98.812.

**SECTION 18. TERMINATION.** Either the Lessee or the Lessor may terminate this Agreement at the end of any rental period by giving the other not less than Thirty (30 days) prior written notice. Upon termination, Lessee must leave the Space or Unit empty, broom clean, and in good condition. Personal Property left on the Premises or in the Space or Unit after termination shall be deemed abandoned and

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disposed of at Lessee's expense. Lessor may immediately terminate this Agreement any time the Lessee violates any part of this Agreement. LESSEE'S INITIALS:

**SECTION 19. INDEMNITY.** Lessee agrees to indemnify and hold harmless Lessor and its respective successors, assigns, officers, agents, and employees from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my use of the Premises, storage space, unit, and common space areas, including claims arising from any negligent act or omission of Lessor and Lessor's successors, assigns, officers, agents, and employees.

**SECTION 20. LIABILITY WAIVER.** Lessee voluntarily waives, releases, and discharges Lessor and its respective successors, assigns, officers, agents, and employees from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, actions or causes of action either at law or in equity, whether caused by any negligent act or omission of Lessor and its respective successors, assigns, officers, agents, and employees, or otherwise arising from or connected with, directly or indirectly, the Lessee's use of the Premises and the terms of this Agreement.

**SECTION 21. ADDITIONAL TERMS, COVENANTS, CONDITIONS, AND CLARIFICATIONS.**

21.1 **Waiver.** No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other covenant, term, or condition, or a subsequent breach of the same; or be a waiver of the covenant, term, or condition itself; nor shall any such waiver require any notice of any kind to be given to Lessee in order to reinstate the defaulted covenant, term, or condition, or to make time and strict performance again of the essence of this Agreement.

21.2 **Interpretation.** The paragraph headings herein are intended only as a reference index, and shall not control the interpretation of, or limit or enlarge the meaning of any term in this Agreement. In construing this Agreement, it is understood that Lessor and/or Lessee may be more than one person or entity, and if the context so requires, the singular shall mean and include the plural, the masculine shall mean and include the feminine and neuter, and all grammatical references shall be made, implied, and construed to apply equally to corporations, partnerships, and individuals.

21.3 **Liability.** It is understood that Lessor, or Lessor's agents or employees shall have no liability to Lessee for any loss, damage, bodily injury or death caused by Lessee, third parties, or by any condition of the Premises, even if such injury is caused by the active or passive acts or omissions or negligence of the Lessor, Lessor's agents or employees.

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- 21.4 **Costs and Attorney's Fees.** In the event Lessor shall take any action (including judicial, arbitration, mediation, or other action) concerning this Agreement or any of its terms, Lessor shall be entitled to recover from Lessee all of its costs, expenses, and attorney's fees incurred concerning the forgoing and/or on any appeal there from.
- 21.5 **Notices.** Any notice, whether or not required to be given under this Agreement, shall be presumed delivered: (1) when personally delivered; (2) when sending by registered or certified mail, properly addressed, postage prepaid, and deposited with the U.S. Postal Service or other verified mail, to the Lessee's last known address; or (3) when sending electronic mail to the Lessee's last known email address. At Lessor's discretion, notices by electronic email may be used exclusively. Lessee shall keep Lessor informed at all times of Lessee's current address, telephone number and email address, and give Lessor written notice of any change in the foregoing within Ten (10) days of its occurrence.
- 21.6 **Severability.** The Parties agree that should any provisions, terms, or conditions herein be declared in any Court to be invalid, void, unenforceable, or illegal, the validity of the remainder of this Agreement shall not be affected, impaired, or invalidated thereby, and shall remain in full force and effect. These rights and obligations of the parties shall be treated, enforced and regarded as if the Agreement did not contain the provision, term, or condition declared to be invalid, void, unenforceable, or illegal.
- 21.7 **Successors.** All rights and liabilities stated herein shall extend to and be binding upon the respective heirs, executors, administrators, successors, representatives, and assigns of said parties; and if there is more than one Lessee, then they shall be bound jointly and severally by the terms, covenants, and conditions herein.
- 21.8 **Interest on Rent and Other Charges.** Any rent or other payments required to be paid by Lessee under this Agreement shall, if not paid when due, bear interest at the maximum legal rate from the due date until paid.
- 21.9 **Venue and Choice of Law.** The terms of this Agreement shall be governed and construed by the laws of the State of Oregon. The venue for any dispute, litigation, arbitration, mediation or any other action concerning this Agreement shall be in Jackson County.
- 21.10 **Remedies Cumulative.** No remedy granted herein to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every remedy granted under this Agreement is cumulative and in addition to every other remedy given under this Agreement and to any other remedy now or hereafter existing at law or in equity.

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**SECTION 22. ENTIRE AGREEMENT.** This Agreement and all exhibits referenced herein are the entire, final, and complete Agreement of the parties, and will supersede and replace all written and/or oral agreements heretofore made or existing, if any, by and between the parties. This Agreement may not be altered, amended, changed, or modified unless done in writing and executed by all parties hereto. There are no representations, inducements, promises or agreements, either oral or written, other than those set forth in this Agreement; and it is understood by all parties that the terms of this Agreement shall control over any conflicting provisions of any prior agreements.

**SECTION 23. LESSEES ACKNOWLEDGEMENT.** Lessee hereby acknowledges that Lessee has read and received a copy of this Agreement, including any exhibits hereto.

**IN WITNESS WHEREOF**, the parties hereunto have executed this Agreement on the date written below.

**By:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Big Boy Maxi Storage – Authorized Agent, Lessor)

LESSEE’S/OCCUPANT’S NAME(S):

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Please Sign)

**RESIDENCE ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

MAILING (if different from residence):  
\_\_\_\_\_

**PHONE CONTACT:**  
\_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**BIG BOY MAXI STORAGE**  
**LEASE/RENTAL AGREEMENT FOR SELF-SERVICE STORAGE SPACE**

A copy of Lessee's Driver's License and Vehicle Insurance card must be attached to the rental/lease documents. Shared spaces/units require all Lessees' identification and insurance information

Notes: \_\_\_\_\_  
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