

COLUMBIA VILLAGE OWNER'S ASSOCIATION, INC.
Outdoor Storage Agreement

**Owner's Name
& Address**

COLUMBIA VILLAGE
OWNER'S
ASSOCIATION

3655 E. Lake Forest
Drive
Boise, ID 83716

(208) 433-0643

Tenant Must Initial:

I hereby acknowledge that I have read and understand the terms of this agreement including the provision that the Owner is not responsible for any loss or damage to property on the rented premises. I understand that the Owner does not provide insurance coverage on any personal property while at the rented premises.

OFFICE USE ONLY

Prorated Fee \$ _____

Prepaid Fee \$ _____

Security Deposit \$ _____

TOTAL DUE: \$ _____

Cash or
Check # _____ Date Paid _____

TENANT INFORMATION: Space # *

PLEASE PRINT Size _____ _____ _____

_____ _____ _____

Tenant Name Driver' License #

Address City State Zip

Home Phone # Work Phone #

_____ _____

ALTERNATIVE PERSON TO CONTACT Relationship

Address City State Zip

Home Phone # Work Phone #

_____ _____

EMPLOYER: Phone # _____

EMPLOYER'S ADDRESS: City State Zip

_____ _____ _____ _____

Very Important: Type of Item(s) To Be Stored: _____

Identification # (License, Etc.) _____ Boat Tag # _____ Value \$ _____

_____ _____ \$ _____

TERMS & CONDITIONS

This Rental Agreement, together with the attached Rules and Regulations, is executed on this _____ day of _____ 20__ by and between Columbia Village Owner's Association ("Owner") and _____ ("Tenant") whose residence address is set forth above, for the purpose of renting certain storage space as described above.

TERM: You must be an Owner/Tenant, in good standing, of Columbia Village to use this facility. The term of this tenancy shall commence on the date shown above and continues thereafter on a month to month basis until terminated by 30 days written notice by either Owner, Owner's designated agent, or Tenant, or by mutual agreement of the parties, or by the failure of Tenant to pay rent when due and payable, or to perform any other obligation or duty set forth in this Agreement.

RENT: Rent is the sum of \$ _____ per month, payable in advance on the first day of each and every calendar month, or as shall be otherwise determined by Owner, (ie: Quarterly), to Owner, or to Owner's designated agent. If the first payment is calculated on a prorated basis to the first day of the following month, it shall be made concurrently with the execution of this Agreement, receipt

of which is hereby acknowledged. There shall be no refund on any monthly rental for an Agreement terminated before the end of the month. The Tenant agrees that Owner may charge a service fee of \$20.00 should the monthly rental not be paid by the 5th day of the month, or for any returned check. Owner may change the basic monthly rental rate at any time with thirty (30) days written notice to the Tenant. The Tenant is to put the storage space number on any check tendered for the payment of the rent. **It's the Tenant's responsibility to see that rent is paid in full and on time. Tenant's property stored in facility is subject to removal by Owner at Tenant's expense if rent is past due by 90 days or more.**

SECURITY DEPOSIT: Tenant shall pay, in advance, a security deposit of \$_____ receipt of which is hereby acknowledged, to secure Tenant's faithful performance of all the terms of this Agreement. Tenant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This security deposit shall be returned to the Tenant upon faithful performance of this Rental Agreement within twenty-one (21) days of the termination of this Rental Agreement and surrender of the space by Tenant. At Owner's sole option, amounts may be withheld from the deposit to compensate Owner for damages, rent, or any other charges due and unpaid under this Rental Agreement.

INSURANCE: WE DO NOT INSURE YOUR PROPERTY. TENANT'S PERSONAL PROPERTY STORED IN THIS STORAGE SPACE WILL NOT BE INSURED BY THE OWNER. IT IS TENANT'S SOLE OBLIGATION TO OBTAIN INSURANCE ON THE PROPERTY STORED IN THIS SPACE.

CARE: The exclusive care, custody and control of all property stored in this storage space shall be in Tenant until a lien sale under the provisions of Idaho Code 55-2306.

MAINTENANCE: Tenant agrees to use storage space only for the storage of property fully owned by the Tenant. PROPERTY IS STORED UNDER THE SUPERVISION AND CONTROL OF TENANT. Tenant shall not make or allow any alterations to the storage space without the written consent of the Owner. Tenant shall keep and maintain the storage space in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse in the storage space or to store any items outside the storage space. Tenant shall not store any live animals, explosives, gasoline, or other flammable materials, perishables, or hazardous substances or dangerous materials or illegal drugs on the storage space, and shall, at the termination of this Agreement, leave the storage space in broom clean condition. Tenant agrees to immediately notify Owner of any defects, dilapidation or dangerous conditions. Should Tenant damage the premises or make alterations without the prior written consent of Owner, then all costs necessary to restore the premises to its prior condition shall be borne by Tenant, normal wear and tear excepted.

USE & OCCUPANCY: Tenant has inspected the storage space and the storage space is accepted by Tenant in its present condition. Tenant shall use the storage space only for the storage of approved personal property which may be stored for any lawful purpose and in the possession of the Tenant through lawful means. Approved personal property is defined as follows or amended by the Owner from time to time: 1) Recreation vehicles, which includes motor homes, trailers, boats, personal watercraft, snowmobiles, motorcycles, tent trailers, 2) Automobiles, 3) Utility trailers, and 4) Trucks. No vehicle shall exceed 45' in length. Commercial tractor/trailers (18-Wheelers) will not be allowed to park in this facility. Tenant expressly shall not have the right to store any items that Tenant possesses illegally or which are items that are unlawful to be possessed by Tenant. The storage space is intended for the sole and exclusive use of the storage property owned or lawfully in possession of the Tenant. Tenant agrees not to remove his property as long as any monthly rental is due but not paid and shall not assign or sublet the space without the written consent of the Owner. Park vehicle within space as designated.

INSPECTION: The Owner shall have the right to enter the storage space at reasonable times for the purpose of inspection or to protect the site premises.

CASUALTY: In the event the demised premises shall be damaged by fire or other casualty during the term of this Agreement, whereby the demised premises shall be rendered untenable, either Owner or Tenant may cancel this Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Tenant in possession of the demised premises shall be held harmless by Owner for damage to the demised premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Tenant, Tenant's licensees, or invitees.

LIABILITY/INDEMNIFICATION: Tenant agrees to hold harmless Owner for any loss or injury to Tenant or representatives of Tenant. Tenant shall indemnify Owner against any liability, expense or damage incurred by Tenant, other tenants, employees or other persons on Owner's property arising out of or in any way connected with Tenant's use of the storage space. Tenant, for himself, his agents, executors, administrators, and assigns does hereby indemnify and agree to hold Owner, his agents, and assigns, free and harmless for any and all claims, demands, actions, causes of action, damages, attorney's fees and costs of every kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of Tenant's use or occupancy of the leased premises. In addition, the Tenant shall upon demand of Owner, its agents or assigns, provide at his own cost all necessary defense of any such claim, demand, action, or cause of action.

RULES: Owner shall have the right to promulgate rules and amendments, or additional rules and regulation for the safety, care, and cleanliness of the premises, or the preservation of good order on the facility. Tenant agrees to follow all of Owner's Rules now in affect, or that may be put into effect from time to time.

TERMINATION: Thirty (30) days written notice given by Owner or Tenant to the other will terminate this tenancy. Tenant must leave space in good condition, and is responsible for all damages.

NOTICES: Any notice, demand or communication under or in connection with this Rental Agreement which either party desires or is required to give the other shall be served in writing and shall be sent by prepaid first-class registered or certified mail addressed to the respective party at such party's address above described. Tenant shall leave a forwarding address in the event that the above-listed address is changed.

NO ORAL AGREEMENTS: This Rental Agreement contains the entire agreement between Owner and Tenant and no oral agreements shall be of any effect whatsoever. Tenant specifically acknowledges that no representations have been made with respect to safety, security or other special suitability of the space for the storage of Tenant's property, and that Tenant has made his or her own determination of such matters solely from inspection of the storage space and facility. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Agreement in any way whatsoever. Tenant agrees that this Agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever.

ATTORNEY'S FEES: Tenant agrees to pay all costs and expenses, including attorney's fees as permitted by law, incurred by Owner in enforcing any of the terms, provisions, covenants, and indemnities provided herein.

LIEN: PURSUANT TO IDAHO CODE 55-2301 THROUGH 2307, OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE STORAGE SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, AND FOR EXPENSES REASONABLY INCURRED IN ENFORCING THE LIEN, AND THAT THE PROPERTY IN THE STORAGE SPACE MAY BE SOLD TO SATISFY THE LIEN IF TENANT FAILS TO PERFORM, ON TIME, ANY OBLIGATIONS OR DUTY SET FORTH IN THIS AGREEMENT.

OTHER LIEN HOLDERS: Idaho law requires that the Tenant disclosed any lien holders or secured parties who have an interest in property that is being stored. Tenant is hereby requested to disclose that information below.

Tenant states that the following lien holders or secured parties have an interest in the following articles of property:

OTHER LIEN HOLDERS:

Vehicle/RV Type: _____

ID #/ VIN# _____

Lien Holder
Or Secured Party _____

Address _____

City & State _____

OTHER LIEN HOLDERS:

Vehicle/RV Type: _____

ID #/ VIN# _____

Lien Holder
or Secured Party _____

Address _____

City & State _____

GOVERNING LAW: It is agreed that this rental agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

DATED this _____ day of _____, 20____.

OWNER:

COLUMBIA VILLAGE OWNER'S ASSOCIATION

TENANT:

Print Name

BY: _____

COLUMBIA VILLAGE OWNER'S ASSOCIATION Outdoor Storage Facility Rules & Regulations

Thank you for choosing Columbia Village Outdoor Storage! We are proud to provide you with this storage facility. To better serve you, we ask that you take a moment to familiarize yourself with our Rules & Regulations.

1. Rent is due and payable in on the first day of each and every calendar month, or as shall be otherwise determined by Owner, (ie: Quarterly). Please mail your rental payment to DSI, 9601 W. State St., Ste 201, Boise, ID 83714, or drop it by the DSI Office at Columbia Village, 3655 E. Lake Forest Drive. Make sure your Space Number is on your check and make it payable to: Columbia Village Owner's Association. To cover administrative costs, all returned checks and late payments will incur a service charge, per your Agreement.
2. To park your vehicle in the Columbia Village Outdoor Storage facility you must be an Owner/Tenant, in good standing, of Columbia Village. Upon vacating the Community you must give the Owner proper notice and remove your vehicle immediately from this facility. For your convenience, a Vacate Notice is attached below.
3. Please park vehicles where they will not block driveways or other storage spaces, and be sure to park within your designated space only. Vehicles extending beyond the lines of your space will be required to move or relocate to appropriate sized space. Tenant responsible for renting space large enough to accommodate Tenants vehicle.
4. Space is for storage only. No other use is allowed.
5. Please advise Owner/Owner's Agent immediately of any name or address change (208) 433-0643 or 939-6000.
6. When it comes time to vacate, your storage space must be left clean and free from debris in order to receive the refund of your security deposit. **Please notify Owner in writing thirty (30) days prior to your departure.**
7. Columbia Village Owner's Association requires that you insure your property while in storage, as we are not liable for the contents or damage.
8. Do not store gas, explosives or hazardous chemicals.
9. When backing into stall please be careful not to damage the perimeter fencing. The Tenant is responsible for damage incurred through their action.
10. Be sure to stop by the Recreation Office, or call 433-0643 or 939-6000 if there is anything that you need in regards to the Columbia Village Outdoor Storage Facility.

OWNER: Columbia Village Owner's Association **TENANT:** _____ **DATED:** _____

BY: _____ **Signature** _____
Authorized Agent

PLEASE CUT ON DOTTED LINE

TENANT VACATE NOTICE		
NAME: _____ <small>PLEASE PRINT NAME</small>	SPACE # _____	DATE: _____
I hereby give notice that I will be vacating my space on the date provided below. I may change my vacate date by providing additional written notice.		
_____ Vacate Date	_____ Signature	# _____ Entry Code Number
REASON FOR LEAVING: _____		