



7150 W. Potomac Drive, Boise, Idaho 83704  
208-321-1900 phone 208-321-1901 fax

**RENTAL AGREEMENT FOR STORAGE SPACE**

TENANT'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_, \_\_\_\_\_, ID \_\_\_\_\_

TYPE OF ITEMS STORED: \_\_\_\_\_ VALUE: \_\_\_\_\_

DATE RENTED: \_\_\_\_\_

GARAGE LOCATION: \_\_\_\_\_

AMOUNT PER MONTH: \$ \_\_\_\_\_

Current Month Proration	\$
Special	\$
Security Deposit	\$
Last month's rent in advance	\$
<b>TOTAL</b>	<b>\$</b>

**RENTAL:** First Rate Property Management, Inc (herein "Agent") hereby rents and leases to the above identified Tenant, and Tenant hereby leases from Agent the above identified storage space for the term and at the rental rate provided for in this lease agreement upon the following terms and conditions.

**RENT:** The monthly rental is payable monthly in advance on the first day of each month, with the first payment, on a prorated basis to the first day of the following month, made concurrently with the execution of this lease agreement, receipt of which is hereby acknowledged. There shall be no refund on any monthly rental for a lease agreement terminated before the end of the month. The Tenant agrees that Agent may charge a late fee of \$25.00 should the monthly rental not be paid by the 5<sup>th</sup> day of the month or for any returned check, and will be locked by First Rate Property Management until the balance has been paid in full. The Tenant is to put the number of the unit on any check tendered for the payment of rent.

**SECURITY DEPOSIT:** Agent hereby acknowledges the receipt of the sum of \$ \_\_\_\_\_ which constitutes a security deposit for the faithful performance of this lease agreement by the Tenant and is in addition to the monthly rental provided for in this agreement. The security deposit will be returned to the Tenant upon faithful performance of this lease agreement within 30 days of the termination of this rental agreement and surrender of the unit by the Tenant.

**TERM:** This agreement shall be for a term of MONTH TO MONTH months and shall continue on a month-to-month basis thereafter until terminated by 30 days written notice by either Agent or Tenant, or by mutual agreement of the parties or by the failure of the Tenant to pay the rent when due and payable or to perform any other obligation or duty set forth in this agreement.

**MAINTENANCE:** The Tenant shall not make or allow any alterations to the unit without the written consent of Agent. The Tenant shall keep and maintain the unit in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse in the unit or to store any items outside the unit. The Tenant shall not store any live animals, explosives, gasoline, or other flammable materials, perishables, or hazardous substances or dangerous materials or illegal drugs in the unit, and shall, at the termination of this agreement, leave the unit in broom clean condition.

**USE:** The Tenant has inspected the unit and Tenant accepts the unit in its present condition. The Tenant shall use the unit only for the storage of personal property, which may be stored for any lawful purpose and in the possession of the Tenant through lawful means. The Tenant expressly shall not have the right to store any items that the Tenant possesses illegally or which are items that are unlawful to be possessed by the Tenant. Further, the Tenant agrees that the Tenant shall not maintain any business, operate any machinery, or use the unit for any residential purposes or commercial, industrial, or retail, or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The unit is intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of the Tenant. The 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 unit without the written consent of Agent.

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

**TENANT'S INSURANCE: AGENT WILL NOT INSURE THE TENANT'S PERSONAL PROPERTY STORED IN THE UNIT. IT IS THE TENANTS'S SOLE OBLIGATION TO OBTAIN INSURANCE ON THE PROPERTY STORED ON THE UNIT.**

**CARE:** The exclusive care, custody and control of all property stored in the unit shall be in the Tenant's until a lien sale under the provisions of Idaho Code 55-2306. If the Tenant desires to keep the unit locked, the Customer must provide his own lock and key and be fully responsible for possession of the key.

**INSPECTION:** The Agent shall have the right to enter the unit at reasonable times for the purpose of inspection or to protect the site premises.

**LIABILITY/INDEMNIFICATION:** The Tenant agrees to hold harmless Agent for any loss or injury to the Tenant or representatives of the Tenant. The Tenant shall indemnify Agent against any liability, expense or damage incurred by the Tenant, other tenant, employees or other persons on Agent's property arising out of or in any way connected with Tenant's use of the unit. The Tenant and any person representing the Tenant agrees to indemnify Agent or anyone representing Agent and shall not be liable to the Tenant for any death, loss, damage or injury to the Tenant, his representatives, or property as a result of the use of the unit or other storage and Agent and its representatives for any loss or damage to the Tenant's property.

**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 Agent or the 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 the Tenant in possession of the demised premises shall be held harmless by lessor 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.

**OTHER INTEREST IN PROPERTY:**

\_\_\_\_\_ (Initial if the property is subject to the interest of a lienholder or a secured party).

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

(1) \_\_\_\_\_  
(NAME AND ADDRESS OF LIENHOLDER/SECURED PARTY)

\_\_\_\_\_  
(DESCRIPTION OF PROPERTY)

(2) \_\_\_\_\_  
(NAME AND ADDRESS OF LIENHOLDER/SECURED PARTY)

\_\_\_\_\_  
(DESCRIPTION OF PROPERTY)

**NOTICE:** 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 service 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.

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

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

**SIGN AND DATE:**

By signing below, the tenant acknowledges receipt of a complete copy of this Agreement with all blanks filled in.

**LANDLORD:**

**TENANT(S)**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_