



Camper, RV and Boat Storage Agreement

PO Box 315
Everson, WA 98247
www.ci.everson.wa.us
360-966-3411

The City of Everson has declared that portions of the City Shop Garage property located at 605 Robinson Street are surplus to its immediate needs and offers to rent out designated areas to members of the public under the following terms and conditions.

This rental agreement is executed on the ____ day of _____, by and between, the City of Everson ("City") and _____ ("Renter") whose permanent address and alternate are as follows:

_____ Name of Renter	_____ Name of Alternate Contact (REQUIRED)
_____ Renter's Address	_____ Alternate's Address
_____ Renter's City/State/Zip Code	_____ Alternate's City/State/Zip Code
_____ Renter's Telephone #	_____ Alternate's Telephone #
_____ Renter's Email Address	_____ Alternate's Email Address

Storage Space # _____

Vehicle Type (RV, Camper, etc.)	Make	Model	Year	License Plate #	State	VIN/Serial #

FEES AND CHARGES \$ _____ is the monthly rent (due on or before the 10th day of the month). \$2.00 per day is the late fee required if Renter is delinquent on scheduled rent due date.

A **Key Deposit** of \$50.00 must accompany this agreement before it can be confirmed. At the end of the rental period, you will receive your Deposit back, once the key is returned. If you lose the key, the deposit is non-refundable and will be held by the City.

By placing your **INITIALS HERE** _____, Renter acknowledges that the above information is correct, that all payments are due before the close of business on the day indicated, and that in the event of late payment (15 days or later from when payment is due), Renter agrees to pay late fee in the amount which is listed. Renter also agrees that all articles stored under the terms of this agreement will be sold or otherwise disposed of if no payment has been received for a continuous 45-day period.

1. **PURPOSE AND DESCRIPTION OF PREMISES.** It is agreed by and between City and Renter that the parties have entered into this rental agreement for the purpose of renting certain space ("Premises") as herein described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Renter understands that the storage space is included in a larger facility which contains similar rented space to other Renters, and acknowledges and agrees that the Premises and common areas of the property are satisfactory. The City reserves the right to promulgate rules for Renters and their representatives relative to the use of Premises and common areas and Renter agrees to abide by such rules and to require all Renter's representatives to do likewise.
2. **USE OF PREMISES.** The Premises shall be used by the Tenant for the disclosed purpose only. Renter may not use the premises for any other purpose or make any improvements or alterations without written consent of the City.
3. **CONDITION AND REPAIR.** Renter accepts the Premises "as is," and is not relying on any representations of City as to condition, suitability, zoning restrictions, or usability.
 - 3.1. Renter shall keep the Premises in good condition and repair throughout the term of this Rental Agreement, and upon termination thereof, to surrender possession of the Premises in as good as condition as it existed on the commencement of the Rental Agreement, subject only to reasonable wear and tear.
 - 3.2. Renter shall not store any personal property in the common area.
 - 3.3. Renter shall comply with applicable local, state and federal rules and regulations.
4. **HOLD HARMLESS AND INDEMNIFICATION.** Renter shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Renter's use of Premises, or from the conduct of Renter's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
5. **INSURANCE REQUIREMENTS.** The Renter shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Renter's operation and use of the rented Premises.

Renter's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Renter to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- 5.1. Renter shall provide the City with a certificate of insurance or declaration page of the auto, RV, boat, homeowner's, renter's or similar policy which covers each vehicle/boat/personal property stored on Premises.
- 5.2. Renter shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

- 5.3. Failure on the part of the Renter to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five (5) business days' notice to the Renter to correct the breach, terminate the Agreement.
6. **ASSIGNMENT.** Renter shall not transfer or assign the Renter's leasehold interest in the Premises, in whole or in part.
4. **DEFAULT – REMEDIES.** In addition to all rights and remedies available to it under law or equitable principles for default of Renter in any of the terms and conditions of this Rental Agreement, the City shall have the following rights:
 - 4.1. If any rent or other sums payable by Renter to the City shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Renter shall abandon or vacate the Premises, or if the Renter's leasehold interest hereunder shall be condemned by governmental action, or if Renter shall violate or default in the performance of any of the other covenants hereof and such violation or default not be cured within ten (10) days after written notice of such violation or default, the City may terminate this Rental Agreement and reenter the Premises; notwithstanding any such reentry by the City, the liability of the Renter for the Rent provided for herein shall continue for the balance of any stated rental term, and Renter covenants and agrees to pay the City any deficiency arising from a reentry and reletting of the Premises at a lesser rental than herein reserved.
 - 4.2. In the event of termination of this Rental Agreement prior to the designated expiration thereof, Renter shall surrender the Premises peaceably and in good order and condition with any damage or destruction fully restored.
5. **TERMINATION.** This Rental Agreement shall terminate at expiration of the term set forth above.
 - 5.1. Upon termination of this Rental Agreement, the Renter agrees to surrender all keys for the Premises to the City at the place then fixed for the payment of Rent.
 - 5.2. If Renter fails to remove any of its personal property from the Premises at the termination of this Rental Agreement or when the City has the right of re-entry, the City may, at its option, remove and store said property without liability for loss thereof or damages thereto, such storage to be for the account and expense of Tenant. If Renter fails to pay the storage costs after thirty (30) days or more, the City may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as the City, in its sole discretion, may deem appropriate, without notice to Renter, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, and third to the payment of any amounts then or thereafter due to the City from Renter under this Rental Agreement. The balance, if any, shall be returned to Renter.
 - 5.3. **Termination in the Event of Destruction.** The City may elect to terminate this Agreement, if the Premises or any portion thereof, are destroyed or damaged so as to materially hinder effective use of the Premises.
6. **SEVERABILITY.** If any covenant or provision of this Rental Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.

7. **AMENDMENTS.** Any revision or amendment to this Rental Agreement shall be made by the City, in writing to the Renter.
8. **SUCCESSORS.** The terms, provisions, conditions and covenants of this Rental Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto; however, this provision shall not itself authorize any attempted assignment or transfer of Renter's rights.
9. **GOVERNING LAW.** The Rental Agreement and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Whatcom County, Washington.
10. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective officers, employees, or agents, that is not contained in this written document shall be valid, binding or enforceable.
 - 10.1. At the expiration of the term and tenancy hereby created, the Tenant agrees to surrender all keys for the Premises to Everson at the place then fixed for the payment of Rent.
 - 10.2. If Tenant fails to remove any of its personal property from the Premises at the termination of this Rental Agreement or when Everson has the right of re-entry, Everson may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and expense of Tenant.
 - 10.3. If Tenant fails to pay the storage costs after thirty (30) days or more, Everson may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as Everson, in its sole discretion, may deem appropriate, without notice to Tenant, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, and third to the payment of any amounts then or thereafter due to Everson from Tenant under this Rental Agreement. The balance, if any, shall be returned to Tenant.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

(Signature)

(Printed Name)

(Date)