

H&H Service Center 2090 Vanhorn RD Fairbanks, AK 99701 Phone: 907-479-2218 Fax: 907-479-2287

Rent Due Date: 1st Day of Each Month

LEASE-RENTAL AGREEMENT

This agreement is entered into and executed on this				Between H&H Service Center, as, as lessee, and the lessee
lessor, and				
hereby hires from the lessor the	following storage space	on the terms	and condition	as as set forth hereinafter:
Description of Item Stored:	Auto	RV		Trailer
Other	Length			
Vehicle: Make	Model:		Year:	Color:
VIN#:				
Plates:				

Tenant verifies that the vehicles referenced above belong to the Tenant or that tenant has the right to possess or store vehicles

- 1. RENT. On a month to month tenancy, the lessee shall pay the lessor the sum of \$______ per month, payable in advance, each month, without deduction, prior notice, demand or billing statement. The rent due for Each and every month of tenancy shall be on the first day of each month. In the event the rent remains unpaid 10 days after the *due date*, the tenant shall pay, in addition to any other amounts due, a late charge of \$50.00 per month for each month rent remains unpaid. The tenant further agrees to pay as liquidated damages the sum of \$35.00 for a dishonored check. All payments are due 15 days, immediately beginning on the invoice date. Past due invoices will be charged interest at a rate of 18% (1.5%) per month. Interest will be charged on the unpaid balance each month. The customer will pay all cost expenses incurred by HHS in the enforcement of any of the company's rights cause by delinquent accounts, including all attorney's fees.
- 2. LIEN. In the event that rent or other charges remain unpaid for a period of 30 days after the due date, the tenants personal property will be subject to lien in favor or the lessor, and may be sold to satisfy the lien as authorized by Alaska Statute AS 34.35.070.
- 3. **RULES.** Tenant agrees to abide by all rules and policies that are posted and now in effect or that may be put in effect from time to time.
 - Accessibility to vehicle will be during business hours of Monday-Friday from 8:30am to 5:00pm for unlimited access at Van Horn Storage location. A fee of \$125.00 for after-hours access or during Holiday pickup if given a <u>Two-day</u> notice.
 - Customer must be responsible to clean snow off their vehicle roof.
 - If vehicle needs to be plugged in during winter months there will be an additional fee of \$50, per month
 - If customer requests vehicle to be started by our repair shop that is a separate bill from H&H Service Center starting at \$75/hour not including parts.

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- 4. LOCK. Tenant shall provide office with a key(s) for all vehicles.
- 5. TERMINATION. The tenancy under this agreement may be terminated by the lessor or lessee tenant by the giving verbal or written notice to the other of his intention to terminate the tenancy at least ten (3) days prior to the next rent due date. As conditions for such termination, tenant shall do the following: (1) Completely vacate space in good and clean condition; (2) Leave tenants forwarding address and allow the lessor to inspect the space in the tenant's presence to verify the final condition of the space and its contents.
- 6. ABANDONMENT. In the event rent shall be in default and due and unpaid for a period of thirty (30) consecutive days and tenant shall have failed to give lessor written notice of any intention to abandon the space and the personal property located therein within thirty (30) consecutive days thereafter, the lessor may reasonably assume that tenant has abandoned the space and any personal property located in the space, and at the lessor's option, the space shall be deemed abandoned and this lease terminated. Further, in the event of an abandonment of the space or any other termination of the lease or tenant's right to possession of the space the lessor may sell, destroy or otherwise dispose of any personal property thereafter remaining in the space.
- 7. LIMITATION OF LIABILITY AND INSURANCE: The Owner/Manager does not provide any security or is responsible for any loss, damages incurred by the Tenant during the use of Space. Tenant acknowledges that he/she assumes all responsibility for the security of the space, property stored in the Space, and their person while utilizing the Space. Tenant further acknowledges that Owner/Agent does not maintain insurance and that it is the sole responsibility of the Tenant to maintain insurance to cover any loss of business, property, loss, death, or injury regardless of the cause of the loss or event at the time of the occurrence. The Tenant further agrees to hold harmless and indemnify the Owner/Agent against all claims, losses, damages, cost or liabilities that may arise from the use of the Space.
- 8. ENTIRE AGREEMENT. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of the lessor or the lessors agents is authorized to make any representations, warranties or agreements other than expressly set forth herein.
- 9. RESPONSIBILITY. Lessee shall keep area around his/her vehicle clean and free of debris. The lessee may cover the vehicle. Lessee shall be financially responsible for any repairs and clean up to the storage area by reason of misuse or negligence. Lessee acknowledges having inspected the space and found it to be in a clean and sanitary condition. Upon termination of this contract, lessee shall remove vehicle from the space and immediately deliver possession of the space to landlord in the same condition as found at the commencement of this contract.
- 10. PROHIBITED ITEMS. Lessee agrees that at no time will any of the following items be stored in the area:
 - Illegal Items
 - Flammable liquids and materials
 - Corrosives
 - Animals and people
 - Trash
 - Food/beverage items/animal food
 - Explosives/firearms/ammunition
 - Hazardous/toxic material and waste
 - Use of this space does not grant Tenant permission to use other parts of the Premise, property, or grounds adjacent to the rental space.

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- 11. **INTENDED USE.** The vehicle space allotted is intended for storage purpose only for vehicles, boats, trailers, RV's, and equipment and shall not be used for conducting any business. Nor shall any electrical or mechanical devices be operated in or outside of the vehicle. In addition, the following conditions must be met:
 - Proof of ownership must be provided
 - Notify H&H Service Center of any change of address, phone number, ownership of vehicle or any other pertinent information within ten days of the change.
 - Owner must provide length and width of vehicle
 - Vehicle must be in working order, with no flat tires, no leaks (surcharge for cleaning up leaks) while stored
 - Vehicle must be lawfully licensed and always titled while stored at H&H Service Center Storage
 - All personal effects and valuables musts be removed from the stored vehicle
 - <u>Alarms must be disarmed</u> prior to storage; if an alarm is not disarmed and activates while stored a penalty will be charged, as well as the vehicle being broken into to disarm the alarm
- 12. ATTORNEY'S FEES. If legal action shall be brought by the lessor to recover possession of the storage space or any sums due under this agreement, or for the breach of any covenant or condition contained in this agreement. tenant shall pay to the lessor all costs, expenses and reasonable attorney's fees incurred by the lessor to the aforesaid action.

The lessee hereby acknowledges that the lessee has read this agreement and understands all the terms and conditions hereof, and by virtue of the lessee's signature below approves of same.

LESSOR: H&H Service Center	LESSEE:(sign)		
2090 Van Horn RD.			
Fairbanks, AK 99701			
(907)479-0834	LESSEE:(print)		
Primary Address:			
Street / P.O. Box:			
City / State / Zip			
Phone:			
*Email:			
	Keys left at office: Yes □ No □		
Vehicle dropped off by	Storage Yard: □ Van Horn □		
Vehicle picked up by			