

University Refuse dba H&H Service Center
2090 Vanhorn RD Fairbanks, AK 99701

Email: accounting@h-hservice.com
Phone: 907-479-2218

Rent Due Date: 1st Day of Each Month

LEASE-RENTAL AGREEMENT

This agreement is entered into and executed on this ____ day of _____, 20____. Between H&H Service Center, as lessor, and _____, as lessee, and the lessee hereby hires from the lessor the following storage space on the terms and conditions as set forth for one (1) year:

Description of Item Stored: Auto: _____ RV: _____ Trailer: _____

Vehicle: Make: _____ Model: _____ Year: _____ Color: _____

VIN#: _____ Plate: _____

Boat/Trailer: _____ Length: _____ Hull # _____

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 per current interest rates per month for each month's rent that 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. The current interest rate of 18% (1.5%) per month on the unpaid balance each month for past due invoices (State of Alaska). The lessor 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. Winter storage removal requires two (2) week prior notice and current rates will apply for removal of snow and access. Any disabled vehicle is subject to garage charge for service repair or removal charges. H&H will service and prep vehicles for storage removal and lessors must obtain an estimate for requested services from service writers.
2. **LIEN.** If rent or other charges remain unpaid for a period of 30 days after the due date, the tenant's property will be subject to lien, and sold to satisfy the lien as authorized by Alaska Statute AS 34.35.070.
 - **RULES.** Tenants agree to abide by all rules and policies that are posted. Accessibility to vehicles will be during business hours of Monday-Friday from 8:30 am to 5:00 pm for limited access at H&H Service Center Storage location. A fee of \$125.00 for after-hours access or during Holiday pickup if given a **Two-day** notice and approved by Branch Manager.
 - **Customer must be responsible to clean snow off their vehicle roof or additional service fees will apply.**
3. **LOCK.** The tenant shall provide the office with a key(s) for all vehicles. Including toggle lock.
4. **TERMINATION.** The tenancy under this agreement may be terminated by the lessor or lessee tenant by 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.

5. **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 private property thereafter remaining in the space.
6. **LIMITATION OF LIABILITY AND INSURANCE.** The Owner/Manager does not provide any security or is responsible for any loss or damage 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.
7. **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.
8. **RESPONSIBILITY.** Lessee shall keep the 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 cleaning of 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.
9. **PROHIBITED ITEMS.** Lessee agrees that at no time will any of the following items be stored in the area:
 - Illegal Items, paraphernalia
 - Flammable liquids and materials, Hazardous/toxic material, and waste
 - Explosives/firearms/ammunition
 - Corrosives
 - Animals and people
 - Trash/ garbage
 - Food/beverage items/animal food
 - Use of this space does not grant Tenant permission to use other parts of the Premise, property, or grounds adjacent to the rental space.
10. **INTENDED USE.** The vehicle space allotted is for storage purposes only for vehicles, boats, trailers, RVs, or equipment. No conducting of business in the storage lot, nor is it allowed. 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, owners registration.
 - 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.

- The 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 must be removed from the stored vehicle or stored at Lessee own risk.
- Lessee must deactivate the alarm when placed in the storage lot. If the alarm goes off while stored, a penalty fee will apply, and additional charges to disarm.

11. **ATTORNEY'S FEES.** If the lessor shall bring legal action 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. The tenant shall pay to the lessor all costs, expenses and reasonable attorney's fees incurred by the lessor to the previously mentioned 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: University Refuse dba H&H Service Center, 2090 Van Horn Road, Fairbanks, AK 99701

LESSEE:(sign) _____ **DATE:** _____

LESSEE:(print) _____ **DATE:** _____

Lessee Primary Address:

Street / P.O. Box: _____

City / State / Zip _____

Phone: _____

Email: _____

Vehicle dropped off by _____

Vehicle picked up by _____

Keys left at office: Yes No

Current Driver's License: Yes No

Current Registration: Yes No

Current Proof of Insurance: Yes No