

Portland Cement Studios

STORAGE/PRACTICE SPACE RENTAL AGREEMENT

PORTLAND CEMENT BUILDING LLC "Landlord," hereby rents Room _____ (the "Unit") located at 111 SE Madison, Portland, OR 97204 (the "Building") to:

Primary Tenant:
Address:
Phone:
Email:
Driver's License:
Key Card:

Co-Tenant Name:
Address:
Phone:
Email:
Driver's License:
Key Card:

Room	
Monthly Rent	
Start Date	
Room Deposit	\$100
Heater Deposit	\$40

Rent Due Date: In Advance on the 1st Day of Each Month

TENANT STORES PROPERTY AT OWN RISK:

Tenant understands that Landlord (and its management):

1. Is a landlord renting space, is not a warehouseman, and does not take custody of Tenant's property;
2. Is not responsible for loss or damage to Tenant's property;
3. Does not provide insurance on Tenant's property for Tenant; and
4. Requires that Tenant provide his/her own insurance coverage.

TERMS:

1. **TERM:** The term of this tenancy shall commence on the date the agreement and shall continue from the first day of the month immediately following, on a month- to- month basis.
2. **RENT:** The rent shall be the amount stated above. Rent is due on the date stated above, in advance and without demand. Landlord reserves the right to require that rent and other charges be paid in cash, certified check or money order. If rent is not paid within five (5) days from the date due, Tenant agrees to pay a late charge of \$25.00. If rent is not paid within ten (10) days of the date due, Tenant agrees to pay an additional late charge of \$50.00. Tenant agrees to pay a \$25.00 charge for any returned check. Unless this is a term lease (as set forth in Paragraph 1), Landlord may change the monthly rent and other charges by giving Tenant 30 days advanced written notice at the address stated in this agreement. The new rent shall become effective on the first day of the next month after such notice is effective.
3. **TERMINATION:** Unless this is a term lease (as set forth in Paragraph 1), Thirty (30) days written notice given by Landlord or Tenant to the other party will terminate this tenancy. Tenant must leave the rented area in the same condition as when rented, and is responsible for all damages.
4. **USE OF STORAGE/PRACTICE SPACE:** Landlord is not engaged in the business of storing goods for hire and no bailment is created in this agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the space for storage and as band practice space ("Authorized Use"). Tenant agrees not to store property with a total value in excess of \$5,000 without written permission of the Landlord. If such written permission is not obtained, the value of the Tenant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below. Tenant shall, at all times, keep all common areas clean and shall not store any items in the common areas. Tenant shall not sleep in the space, or otherwise inhabit the space or use it for any purpose other than the authorized use. Tenants shall not have any open flames (including cigarettes and candles) within the Building, and shall not use any appliances that have heated surfaces (e.g. heaters, cook stoves, hot plates, etc.). Building will supply tenant with an oil radiant heater if needed.
5. **HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Tenant is strictly prohibited from storing or using materials in the Unit or Building that are classified as hazardous or toxic under any local, state or federal law regulation, and from engaging in any activity which produces such materials. Tenant's obligations of indemnity as set forth below specifically includes any cost, expenses, fines or penalties imposed against the Landlord, arising out of storage, or use of any hazardous or toxic material by Tenant, Tenant's agents, employees, invitee or guests. Landlord may enter the storage space at any time to remove and dispose of prohibited items, or for any other reasonable purpose.
6. **INSURANCE:** Tenant, at Tenant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property naming Landlord as an additional insured. Insurance on Tenant's property is a material condition of this agreement and is for the benefit of both Tenant and Landlord. Failure to carry the required insurance is a breach of this agreement and Tenant assumes all risk of loss to stored property that would be covered by such insurance. Tenant expressly agrees that the insurance company providing such insurance shall not be subjugated to any claim of Tenant against Landlord, Landlord's agents or employees for loss or damage to property.

7. **RELEASE OF LANDLORD'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage area by Tenant shall be at Tenant's sole risk. Landlord and Landlord's agents and employees shall not be liable for any loss of or damage to any personal property at the storage area arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the landlord, Landlord's agents or employees.
8. **RELEASE OF LANDLORD'S LIABILITY FOR BODILY INJURY:** Landlord, and Landlord's agents and employees, shall not be liable to Tenant or its agents, members, employees, or invitees, for injury or death as a result of use of the Unit or Building, even if such injury is caused by the active or passive acts or omissions or negligence of the Landlord, or Landlord's agents or employees.
9. **INDEMNITY:** Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fee and all costs) brought by others arising out of Tenant's, or its agents', members', employees' or invitees' use of the Unit or Building, including claims for Landlord's active negligence.
10. **DEFAULT AND LANDLORD'S LIEN:** **Landlord is hereby given a lien on the Tenant's stored property for rent and other charges becoming due under this agreement. In the event Tenant defaults on Tenant's obligation to pay rent and other charges. Landlord may sell Tenant's property in a manner consistent with the laws of the State of Oregon.**
11. **DISCLOSURE OF LIENS:** Tenant is required to disclose any lienholder or secured parties who have an interest in property that is or will be stored within Tenant's storage area.
12. **LOCKS:** Tenant shall be provided a key to the Building and Unit, and shall not change the Unit lock without Landlord's permission.
13. **TENANT ACCESS:** Tenant's access to the premises may be conditioned in any manner deemed reasonably necessary by Landlord in order to maintain order on the premises.
14. **LANDLORD'S RIGHT TO ENTER:** Tenant grants Landlord, Landlord's agents or representatives of any government al authority, including police and fire officials, access to the Unit. Tenant will be notified within three (3) days after any such access.
15. **PROPERTY LEFT ON THE PREMISES:** Landlord may dispose of any property left on the premises by Tenant after Tenant has terminated his or her tenancy. Tenant shall be responsible for paying all costs incurred by Landlord in disposing of such property.
16. **NOTICES:** All notices required by this rental Agreement shall be sent first class mail postage pre-paid to Tenant's last known address. Notices shall be deemed given when deposited in the United States mail. Tenant agrees that any such notice is conclusively presumed to have been received by Tenant five (5) days after mailing, unless returned to Landlord by the U.S. Postal Service. All statutory notices shall be sent as required by law.
17. **SUCCESSION:** All of the provisions in this rental Agreement shall apply to, bind, and be obligatory upon the Tenant's heirs, assigns, executors, administrators, representatives, and successors. This agreement may not be transferred without the expressed written agreement of the Landlord.
18. **WAIVER:** No waiver by Landlord, Landlord's agents and employees, of any breach or default by Tenant in the performance of any covenant, condition or term contained in this agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.
19. **NO WARRANTIES:** Landlord, Landlord's agents or employees as to the suitability of the storage area for Tenant's intended use give no expressed or implied warranties. Landlord disclaims and Tenant waives any implied warranties of suitability or fitness for a particular use.
20. **NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Landlord and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage area for the storage of Tenant's property, and that Tenant has made his own determination of such matters solely from inspection of the storage area. Tenant agrees that he is not relying, and will not rely, upon any oral representation made by Landlord or by Landlord's agents or employees purporting to modify or add to this rental agreement. Tenant understands and agrees that both parties may modify his agreement only in writing.
21. **CHANGE OF ADDRESS:** It shall be the duty of the Tenant to furnish the Landlord notification, in writing, of any change of Tenant's address or phone number.
22. **ENFORCEABILITY:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

DATED

PORTLAND CEMENT BUILDING LLC

Tenant Signature: _____

Printed Name: _____

Co-Tenant Signature: _____

Printed Name: _____

Tenant/Co-tenant	DL/ID #	Phone	Email	Key Card #	Hard Key	Deposit
						\$25
						\$25
						\$25
						\$25
						\$25
						\$25

Additional Key Cards Issued (up to 6) Tenants requesting key cards must sign the lease:

Co-Tenant Signature: _____

Printed Name: _____

Co-Tenant Signature: _____

Printed Name: _____

Co-Tenant Signature: _____

Printed Name: _____

Co-Tenant Signature: _____

Printed Name: _____