## FREEMAN CREEK PARK N GO LLC RENTAL AGREEMENT

The following is an agreement between FREEMAN CREEK PARK N GO LLC, and the party or parties listed below.

NAME	
ADDR	ES <u>S</u>
PHON	E EMAIL
DATE:	MOVE IN DATE:
	ENCLOSED SPACE: \$100.00 MOYARD SPACE: \$50.00 MO.
	_6 MONTHS IN ADVANCE (5% DISCOUNT)
	_12 MONTHS IN ADVANCE (10% DISCOUNT)
	- 12 MONTHS IN ADVANCE (10/0 DISCOUNT)

The following is a copy of the rental agreement to be filled out and signed at the time of rental. Please read it carefully.

The tenant rents from FREEMAN CREEK PARK N GO LLC the space described above on the terms and conditions set forth below:

- 1. The tenancy herein created shall be on the month-to month basis. Both the tenant and Landlord may terminate the tenancy at any time on a 15-day notice. Minimum rental period is 30 days at a time.
- 2. Space rented for storage purposes only unless otherwise herein below. Any activity such as automobile or truck repairing, painting or carrying on a business is prohibited on the premises. No signs maybe posted by the Tenant. Nothing is to be nailed or fastened to the walls.
- 3. No material shall be stored which shall be a hazard to the building or other tenants. This prohibition shall specifically prohibit the storage of combustible materials, explosives, and other materials, which would endanger the building and the other property.
- 4. Landlord shall not be liable for any personal injury to the tenant or for any damage to the property of the tenant irrespective of how such injury or damage may be caused whether from the action of the elements or acts of negligence of the Landlord or occupants of adjacent properties.
- 5. Landlord reserves the right to enter the storage space in the event of an emergency or for the purpose of inspections to see that the terms and conditions of this rental agreement are being complied with.

- 6. Each party hereby releases the other from any cause action for risk, which may be covered by fire or extended coverage policies of either the Landlord or Tenant. It is the purpose of this provision to eliminate the subrogation rights of respective insurance coverage of the Tenant and Landlord.M
- 7. Risk of loss of property stored is on the Tenant. Landlord does not have any insurance coverage for Tenant's property and Tenant shall provide whatever coverage Tenant desires for his\her own property.
- 8. In the event of failure to pay rent for ten (10) days when due, the tenancy herein created shall terminate and Landlord shall be entitled to immediate possession and may exercise any remedies available to him by law. TENANT SPECIFICALLY GRANTS TO LANDLORD A LEIN ON THE STORED PROPERTY FOR THE PAYMENT OF ANY AND ALL RENT DUE. A \$5.00 late payment penalty will be assessed on the eleventh (11) day. Thereafter an additional \$1.00 per day penalty shall accrue until the rent and penalties are paid in full.
- 9. In the event of any legal action becomes necessary for Landlord to enforce any payment of rent or for resumption of possession under the terms of this rental agreement, the prevailing party in such an action shall be entitled to reasonable attorney fees both on trial and appeal.
- 10. This agreement may not be assigned by the Tenant without express written consent of Landlord and contains the entire agreement of parties.
- 11. The following special conditions apply: SECURITY DEPOSIT WILL BE REFUNDED WITHIN 7 DAYS OF MOVE OUT. THERE WILL BE NO SECURITY DEPOSIT REFUND UNLESS A 15-DAY NOTICE IS GIVEN AND THE UNIT IS LEFT CLEAN.

12. Rental charges for subsequent months are subject to increase upon advance written notice to

DATE

REP. FREEMAN CREEK PARK N GO

FREEMAN CREEK PARK N GO 4243 FREEMAN CREEK RD LENORE, ID 83541

KEN SMITH: 208-816-8529 OR ELIZABETH SMITH: 208-816-8531

DATE

email: freemancreekpg@yahoo.com