

Vehicle, Trailer, and Equipment Outdoor Storage Space Rental Agreement

This rental agreement is executed at the place and date set forth below, by and between Pacific Motorsports Management, LLC, dba Oregon Raceway Park (Hereinafter “Landlord”) and _____ (Hereinafter “Renter”) as evidenced by their signatures below and is made subject to the terms and conditions set forth below in this rental agreement beginning on the ____ day of _____, 20____. Renter desires to lease Storage Space(s) #_____ at an agreed price of \$_____ for a period of _____ consecutive days, due and payable upon execution.

Description of Property to be Stored:

Vehicle(s) Year ____ , Make and Model _____ , License Plate # _____

Trailer(s) Year ____ , Make and Type _____ , License Plate # _____

Equipment and/or other property _____

Please read the following. By initialing each statement, Renter agrees that they have read, understand, and will abide by all of the following:

1. Payment of Rent. The rental period is for the number of consecutive days specified above. Rent is due and payable in advance upon execution of this agreement. Payments may be made by cash or credit card, in person or by telephone during regular business hours. With the exception of full season or longer rental periods, there will be no rent refunds. For long term prepaid rentals, pro rata refunds will be calculated for early vacating.

2. Use of Storage: The storage space shall be used ONLY for the storage of Renter’s property. Subletting the space is prohibited. No items which would violate any law or invalidate any insurance policy or which would be hazardous to persons or property in the vicinity of the rented space shall be stored in this space. No property shall be stored in the space unless the Renter has the legal right to possess that property. The renter agrees to disclose to the Landlord the name(s) of any firm or individual who has any rights on property stored in the rented space. The foregoing description (space number)

of the premises/space is for identification purposes only.

There shall be no adjustment in the rent payable hereunder and the agreement shall remain in full force and effect if the premises actually contain more or less square feet than set forth herein or if the premises are not the same one as identified. Renter covenants and agrees to use and occupy the leased space solely for the purpose of storage of the property identified herein, and specifically agrees that Renter shall not use the premises for the storage of any gasoline or other fuel, oil, grease or other lubricant, tires or batteries, or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of a vehicle stored at the facility, and in no case may the stored vehicle contain more than one-quarter of a tank of fuel. All sanitary toilets and collection tanks shall be appropriately drained before storing the vehicle at the leased space and, if appropriate, the stored vehicle shall be properly winterized prior to the month of November of each year. Renter shall at all times maintain a drip pan under all tanks and operating parts of the stored vehicle sufficient to retain all fluids maintained in the stored vehicle.

3. Trash Removal: Renter understands there is **NO DUMPING** of trash on the property or in the dumpster(s) located on the property. The dumpster(s) on the lot are for office personnel and on-site management use **ONLY**. Renters are authorized and encouraged to use dumpster(s) for incidental trash disposal of reasonable quantity. **NOT** for trash brought in from off site.

4. Right of Access: The renter shall have the right to access the rented storage space any time during regular business hours or by appointment, provided that all terms and conditions regarding payment of rent and required waiver forms have been complied with. If renter is in default of the contract, access to the facility will be denied. Any renter in default who enters the property will be considered trespassing.

5. Emergency Removal: Landlord specifically reserves the right to move or remove the stored vehicle from the leased space at any time, and without notice to Renter in the event of an emergency. For the purpose of the section, "emergency" shall be defined as any event which jeopardizes the health, safety and/or well-being of the self-storage facility or any of the buildings or land appurtenant to the buildings or any property or chattel stored at the self-storage facility. The Landlord shall exercise reasonable caution in removing the vehicle(s) and will endeavor to notify Renter of the new location of the vehicle or return the vehicle to the Renter's space after the maintenance or emergency has concluded.

6. Insurance and Responsibility for Damage: It is understood that the Landlord carries no insurance coverage which covers in any way whatsoever any loss that maybe suffered

by the Renter by theft, vandalism, fire, water damage, or by any other cause. The Renter should obtain fire and extended coverage insurance with respect to all property stored. The Renter agrees to indemnify and hold the Landlord harmless from and against any and all claims for damage to property injury costs, including attorney's fees arising from the use of the rental space.

7. Vacating Rental Space: When vacating, all rent and charges due must be paid in full by cash or credit card. Rental space must be left in clean condition free of any trash or debris.

8. Change of Information: Renter must notify Landlord of any changes in address, telephone and email contact information within 10 days of such change. Failure to notify Landlord shall constitute a waiver by Renter of any defense based on failure to receive any notice.

9. Entire and Sole Agreement Clause: This rental agreement constitutes the sole and only agreement between the Renter and Landlord and supersedes any prior understanding either oral or written between the parties. No subsequent oral agreement between employee of the Landlord and the Renter shall have any bearing whatsoever on the agreement.

10. Disclaimer: It is agreed by the Renter that failure to comply with all conditions and terms of this agreement, including the requirement to make rent payments when due, constitutes a renter in default of the agreement. As a remedy to the default, it is agreed that the Landlord shall be entitled to refuse access to the property until the rent and accrued fees are paid in full.

In accordance to state laws, if Renter fails to pay accruing rent thirty (30) days after the rent becomes due and owing, Landlord shall deem the stored vehicle as unauthorized to park in the facility. A towing notice will be sent certified to Renter's Last Known Address. If the Renter does not cure the default on the space within fifteen (15) calendar days from date of towing notice, Landlord will have the vehicle towed at renter's expense.

The storage space has been inspected by the Landlord and the Renter and is accepted for use as specified herein. If the Landlord should become involved in legal proceedings against the Renter for recovery of rent or to recover possession of the Space, and should prevail therein, the Renter, shall, in every case, pay Landlord all expenses thereof, including reasonable attorney fees.

