

**SKYLINE HOUSE CONDOMINIUM
STORAGE BIN RENTAL AGREEMENT**

SKYLINE HOUSE ASSOCIATION AT 3711 S. GEORGE MASON DRIVE, FALLS CHURCH, 22041 AGREES TO RENT STORAGE BIN _____ FOR THE AMOUNT OF \$ _____ PER MONTH FROM (DATE) ON A MONTH TO MONTH BASIS TO SKYLINE HOUSE RESIDENT (Name) _____ (Unit#) _____.

1. The space named herein is to be used by the Occupant solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous or pollutant materials or any other goods in the space, which would cause danger or nuisance to the space or facility. The Occupant agrees that the property will not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the space, and will keep this space in good condition during the term of the Agreement.

2. Occupant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on or in the premises by Occupant, Occupant's agents, employees or invitees. Without limitation of the foregoing, if Occupant causes or permits the presence of any hazardous substance on the premises and that results in contamination, Occupant shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises.

3. Occupant agrees not to conduct any business out of space, and further agrees that the space is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting or other contracting in the space. Use of any utilities on premises is strictly prohibited.

4. Upon termination of the Agreement, Occupant shall remove all personal property from the space and shall deliver possession of the space to the Association within five (5) working days.

5. No bailment is created hereunder, Association is not a warehouseman engaged in the business of storing goods for hire and all property stored within or on the space by occupant or located at the facility by anyone shall be stored at occupants sole risk.

6. Insurance carried by the Association shall be for the sole benefit of the Association and Occupant shall make no claim whatsoever against Association insurance. Therefore, Occupant must obtain any insurance desired at his own expense. Association strongly recommends that Occupant secure his own insurance to protect himself and his property against all perils of whatsoever nature. Association shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents or servants for any personal injury or property damage or loss from theft, vandalism, fire, smoke, water, hurricanes, rain, tornadoes, explosions, acts of God or any cause whatsoever. Occupant acknowledges that Association does

not take care, custody, control, possession or dominion over the contents in or on the space or at the property and does not agree to provide protection for the property, the space, or the contents thereof. Occupants must take whatever steps he deems necessary to safeguard what is at the property or in or on the space.

7. If occupant desires to keep the space locked, he must provide his own lock and keys. Occupant assumes full responsibility for who has the keys and access to the space. Association shall not be liable for loss or damage resulting from failure, interruption or malfunction of utilities, appliances, or fixtures if any is provided to Occupant under the terms of this Rental Agreement. In cases where the Association considers it necessary to enter the space for purposes of examining the same for violations of this agreement or condition of the space or making repairs or alterations, thereto, or to comply with this agreement, Occupant agrees that Association or Association's representative shall have the right without notice to enter into and upon the space and Association reserves the right to remove contents to another space.

8. Occupant agrees to indemnify and hold harmless the Association from and against any and all and any manner of claims for damaged lost property or personal injury and costs including attorney's fees arising from Occupant's lease on the space or the facility or from any activity, work or thing done, permitted or suffered by Occupant in or on the space or about the facility in the event that the space is damaged or destroyed by fire or other casualty. Association shall have the right to remove the contents of the space and store it at Occupant's sole cost and expense without liability for any loss or damage whatsoever and Occupant shall indemnify and hold Association harmless from and against any loss, cost or expense of Association in connections with such removal and storage.

9. Association shall not be held liable for any damage, loss or personal injury arising in any way out of Occupant's use of the space, whether caused by Association's active or passive acts, omissions or negligence or otherwise, other than damage, loss or personal injury in connection with Association's fraud, willful, injury or willful violation of law.

10. Occupant shall not assign this Agreement or subject the whole or any portion of the space rented hereunder.

11. In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Rental agreement shall be in full force and effect though any invalid or unenforceable part or parts were not written into this Agreement.

12. No waiver by Association of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Occupant of the same or any other provision.

13. This Agreement is binding upon the parties, their heirs, successors, personal representatives or assigns.

14. This Agreement and any actions between the parties shall be interpreted by and governed by the laws of the State of Virginia.

15. This Agreement contains the entire Agreement of parties and no representation or agreements oral or otherwise between the parties not embodied herein shall be of any force or effect. The agents and employees of Association are not authorized to make warranties about the space, premises, and facility referred to in the Agreement.

16. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond that set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the leased space, premises and facility referred to herein. It is further understood and agreed that Occupant has been given an opportunity to inspect and has inspected this space, premises and facility and that Occupant accepts such leased space, premises and facility AS IS and WITH ALL FAULTS.

17. Occupant agrees to be bound by the Rules and Regulations as posted by the Association from time to time. All Rules and Regulations shall be deemed to be part of this agreement and incorporated herein.

18. OCCUPANT REPRESENTS AND WARRANTIES THAT THE INFORMATION OCCUPANT HAS SUPPLIED IN THIS RENTAL AGREEMENT IS TRUE, ACCURATE AND CORRECT AND OCCUPANT UNDERSTANDS THAT ASSOCIATION RELYING ON OCCUPANT'S REPRESENTATIONS, OCCUPANT AGREES TO GIVE PROMPT WRITTEN NOTICE TO ASSOCIATION OF ANY CHANGE IN OCCUPANT'S ADDRESS.

19. All terms of this Agreement, including but without limitation, annual rental rate, conditions of occupancy and other charges are subject to change upon thirty (30) days prior written notice to Occupant.

21. Occupant shall provide, at Occupant's own expense, a lock for the space, which Occupant, in Occupant's sole discretion, deems sufficient to secure the space. Space shall be immediately locked upon execution of the Agreement. Occupant shall not provide Association or Association's agents with a key and/or combination to Occupant's lock.

22. In the event Occupant fails to pay rent on due date, Association will over lock Occupant's space until rent is paid. In the event an Occupant's check is returned for any reason, a charge of \$ _____ will become due immediately.

AGREED TO THIS DATE, _____

TENANT: _____ **PHONE:** _____

OWNER: _____ **PHONE:** _____