

SHORT TERM STORAGE AND USE AGREEMENT

PARTIES:

PORT OF SKAMANIA COUNTY, (“The PORT”), a Washington Municipal Corporation and **PHLOEM STUDIO, LLC** (“TENANT”)

RECITALS:

TENANT wishes to use this space for the purpose of furniture covering and finishing consistent with his furniture woodworking business operation in Suite 70, Space E of the Tichenor Building under a lease dated November 09, 2015. The PORT is willing to permit TENANT to utilize this space for the purpose outlined under the terms and conditions set forth below.

AGREEMENT:

PORT hereby grants TENANT permission to store finish products and store as set forth on Exhibit “A” attached hereto. PORT reserves the right at any time upon not fewer than sixty (60) days’ notice to TENANT at the address set forth in Tenant’s current Lease with PORT to terminate this storage agreement. In that event, TENANT agrees to clear all inventory and products out of Tichenor Space 70E by the date specified in the notice. Any cost PORT incurred clearing the space shall be paid by TENANT and may be included as additional rent on TENANT’s lease.

TENANT agrees that for any period the space is in TENANT’s possession, TENANT shall maintain the space in the condition TENANT received it. TENANT shall pay One Hundred Twenty Seven Dollars and 50/100 (\$127.50) plus 12.84 percent Washington State Leasehold tax as established by RCW 82.29A for any month the space is occupied. Due and payable on or before the first day of each month, in advance, without demand. The PORT has made this space available to TENANT for storage beginning November 1st, 2021 on a month to month basis. Tenant to give The Port a minimum of thirty (30) day notice.

TENANT shall indemnify and defend (with counsel acceptable to PORT) PORT, its employees, agents, representatives, and elected officials against any claims, actions, injuries or damages that TENANT or its agents, employees, permittees, invitees or trespassers may incur or bring due to TENANT’s use or possession of the space.

PORT may enter onto the premises at reasonable times and during business hours to examine, inspect, or protect the premises or to make repairs that are necessary and reasonable. Port will provide advanced notice if access to Space 70E is needed, except in the event of an emergency.

TENANT agrees that all of the terms and conditions stated in TENANT’s original lease for Suite 65 will also apply to this short term storage and use agreement. TENANT shall instruct TENANT’s insurer to include this space in TENANT’s insurance policy required under TENANT’s Lease. Any default under the Lease shall constitute a default under this agreement, and default under this agreement shall constitute a default under the Lease.

In the event of a dispute over this agreement resulting in litigation, the prevailing party shall be entitled to its costs, attorney fees and expert witness fees at arbitration, trial and on appeal. Time is of the essence of this agreement.

Dated this ____ day of _____, 2021.

PHLOEM STUDIO, LLC

By Benjamin Klebba, Owner

PORT OF SKAMANIA COUNTY
a Washington Municipal Corporation

By Pat Albaugh, Executive Director

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