

**LEASE OF SPACE AGREEMENT**

This document is a binding contract between Heinen Storage (hereafter called "Lessor") and \_\_\_\_\_ (hereafter called "Lessee").  
This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_.

In consideration of the mutual promises between the parties, as set forth herein, and in exchange and in consideration for Lessee paying the Lessor the sums of money set forth herein, Lessor and Lessee agree as follows:

- 1. Lessor hereby rents space to Lessee for the purpose of Lessee parking and storing his/her following personal property: listed below (hereafter called "Property").
- 2. The duration of this shall be for the following period:  
A. Commencement date: \_\_\_\_\_  
B. Termination date: OCTOBER 31, 2025
- 3. Lessee shall pay Lessor rent of \$ \_\_\_\_\_ for the initial term of this lease as set forth in Paragraph No. 2 above. This rent is payable in advance.
- 4. The Lessee expressly understands and agrees that the Lessor is leasing to the Lessee only a space and storage of and store the Lessee's Property and the Lessor is not providing any special protection for the Property.

The Lessee shall be solely responsible for any vandalism, theft, damage and destruction to Lessee's Property, regardless of cause, and, to that end, Lessee shall indemnify and hold harmless the Lessor from and against any and all verdicts, judgements, awards, litigation costs, causes of action, claims, adverse proceedings, or otherwise which are obtained, brought or asserted by Lessee and/or any 3<sup>rd</sup> parties against Lessor as a result of the damage and or destruction, vandalism or theft of Lessee's Property.

FURTHERMORE, LESSEE AGREES TO PROVIDE INSURANCE ON LESSEE'S PROPERTY AND SUCH INSURANCE SHALL INCLUDE PROTECTION AGAINST THE RISKS OF THEFT, VANDALISM, CASUALTY LOSS, DAMAGE, DESTRUCTION, OR ANY OTHER EVENT WHICH COULD REDUCE THE VALUE OF LESSEE'S PROPERTY.

- 5. Lessee expressly agrees that a bailment does not exist between Lessee and Lessor as to Lessee's Property.
- 6. Lessee expressly acknowledges that Lessor has hereby given notice to Lessee that Lessor is entitled to a lien, possessory or otherwise, on Lessee's Property in the event Lessee fails to pay any sums due from Lessee to Lessor.
- 7. In addition to any other remedies that Lessor has under Minnesota law, including statutory and common law liens, Lessee expressly understands and agrees contractually that Lessee's Property will not be released until Lessee pays Lessor all sums of money due hereunder.  
Further, in the event Lessee fails to pay any sums due hereunder and Lessor institutes collection procedures against Lessee, Lessee agrees to pay all reasonable costs of collection, including, reasonable attorney fees.
- 8. Lessee acknowledges that the Lessor is Heinen Storage LLC.
- 9. This Contract is governed by Minnesota law.
- 10. This Contract may not be amended or modified except by the written consent of both Lessor and Lessee.
- 11. The Lessee represents to Lessor that Lessee's Property contains no hazardous material or any substance which is toxic or otherwise harmful or destructive to property or human life.
- 12. Lessee shall not have the right to assign this contract.
- 13. In the event that all or part of the buildings used by the Lessor to rent space to the Lessee are totally or partially destroyed, the Lessor; in its sole discretion, shall have the right to declare this contract as having being terminated as of the date that the total or partial destruction of the building occurred.
- 14. In the event the Lessee does not vacate the premises on or before the termination date set forth in Paragraph 2 of this lease, the Lessee agrees that the Lessor will have the option on continuing this lease for one year from and after the expiration of this lease or such shorter period of time at the Lessor's discretion without notice to the Lessee. If however, the Lessor does not elect to so continue this lease and the Lessee remains in said premises after the expiration of the term of this lease, such remaining in possession shall no except at the option of the Lessor extend the term of this lease and the Lessee shall promptly vacate said premises; and if for any reason the Lessee does not promptly vacate the premises at the end of the term, the Lessee agrees to pay the Lessor for such time as elapses between the term of this lease and the time when the Lessee actually vacates premises, the rental equal to one and one-half times the rent provided to be paid during the term of the lease.
- 15. The Lessee will use only that space which has been designated to them, and not store items or use any other portion of the property.
- 16. Description of exact location and boundaries listed below: See attached if applicable.

LESSOR \_\_\_\_\_  
Heinen Storage LLC  
612-327-9186

LESSEE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
VEHICLE \_\_\_\_\_  
PLATE # or VIN \_\_\_\_\_