

MINNESOTA SELF STORAGE LEASE/RENTAL AGREEMENT



AFFORDABLE STORAGE LLC
PO Box 1677 – Monticello, MN 55362
10111 Innsbrook Drive – Monticello, MN 55362
Phone (763) 295-2087 – Fax (763) 295-3504
info@affordablestoragemn.com

Date _____

THE OCCUPANT INFORMATION

SPACE, RENT & CODE

Name _____

Unit# _____

Address _____

Rent Due Date: 1st Day of Each Month

City _____ State _____ Zip _____

Rent \$ _____

Home Phone (_____) _____

Move in Rent \$ _____

Cell Phone (_____) _____

Security Deposit \$ 60.00

Work Phone (_____) _____

Administrative Fee \$ 25.00

Email _____

(non-refundable setup fee, includes lock)

Social Security No _____

Gate Code# _____

Driver's License No _____ State _____

ALTERNATE CONTACT: Please provide the name and address of another person to whom notices may be sent and/or for emergency contact: Name _____ Address _____

City _____ State _____ Zip _____ Phone (_____) _____

MILITARY STATUS: Please state whether you or your spouse is a member of the "uniformed services" of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service: [] Yes – Military ID# _____ [] No

DESCRIPTION OF PROPERTY TO BE STORED: _____

If Occupant's Property includes a vehicle, please provide description, tag number and VIN (if no vehicle is stored in the Space, write "None" and initial) _____

DISCLOSURE OF LIENHOLDERS: Please state name and address of any lienholders or secured parties who have an interest in the property that is or will be stored. If there are no lienholder or secured who have an interest in stored property parties please write "none".

Name _____ Phone (_____) _____

Address _____ City/State/Zip _____

NOTICE OF LIEN: PURSUANT TO THE SELF-SERVICE STORAGE FACILITY ACT OF THIS STATE (MN STATUTE 514 -Sections 514.970 through 514.979) YOUR STORED PROPERTY IS SUBJECT TO A CLAIM OF LIEN FOR UNPAID RENT AND OTHER CHARGES AND MAY EVEN BE SOLD TO SATISFY THE LIEN IF RENT AND OTHER CHARGES REMAIN DUE AND UNPAID.

d/b/a **Affordable Storage LLC** ("Owner") rents the storage space indicated above to the Occupant on the terms and conditions set forth below:

Occupant represents and warrants that the information Occupant has supplied is true, accurate and correct, and Occupant understands that Owner is relying on Occupant's representations. Occupant is required to keep all mailing and email addresses current. All postal and electronic mail address changes must be in writing and are valid only when acknowledged by the Owner in writing.

TERM: The term of this agreement shall commence on the date the agreement is executed and shall continue on a month-to-month basis thereafter, unless otherwise agreed to a longer term by owner and occupant. The minimum term is one month.

RENT: The monthly rent shall be the amount stated above. The rent shall be paid to Owner or Owner's agent at the address designated in this agreement. Payment is due on the Rent Due Date stated above of each calendar month, in advance and without demand. Owner reserves the right to require that the rent and other charges be paid by credit card, cash, certified check or money order.

Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights, and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property. Only full payment on Occupant's account will stop a lien sale.

LATE CHARGES AND OTHER FEES: Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. A late fee of \$30.00 shall be charged each month the rent or any part thereof is past due. Occupant agrees to pay Owner a return check charge of \$30.00 plus all bank charges for any dishonored check. A Lien fee on the 45th day of being late in the amount of \$75.00. A Sale fee if contents are auctioned in the amount of \$150.00. These fees are considered additional rent. Occupant also agrees to pay the indicated collection and lien processing fees incurred by Owner.

SECURITY DEPOSIT: Occupant will pay in advance a security deposit in the amount stated above to secure Occupant's faithful performance of all terms of this agreement. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit shall be returned to Occupant within thirty (30) days after Occupant surrenders the rented space to Owner, less all charges for cleaning, repairing or otherwise preparing the space for rental to others. At Owner's sole option, amounts may be withheld from the security deposit to compensate Owner for rent or any other charges due and unpaid under this agreement, at the time Occupant relinquishes abandons or otherwise loses possession of the storage space.

DENIAL OF ACCESS: When rent or other charges remain unpaid for ten (10) or more days, Owner may deny Occupant access to the storage space.

LOCKS: Owner shall provide an initial lock, at Owner's own expense, a lock that Owner deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. New/replacement lock can be purchased for \$15.00.

USE OF STORAGE SPACE: Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store food or any perishable items in the space. **Occupant agrees not to store collectibles, heirlooms, jewelry, and works of art or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property.** Occupant may not use the premise for residential purposes and may not sleep or loiter in the space or at the storage facility.

NO BAILMENT: Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner exercises neither care, custody nor control over Occupant's stored property.

LIMITATION OF VALUE: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials. Owner, at Occupant's sole expense, may enter the storage space at any time to remove and dispose of prohibited items.

INSURANCE: Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees for loss of or damage to stored property.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable to Occupant or Occupant's agents for any loss of or damage to any personal property at the self-storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, mold, mildew, acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY: Owner, Owner's agents and employees shall not be liable to Occupant or Occupant's agent's for injury or death as a result of Occupant's use of the storage space or the self-storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas. Occupant's indemnity obligation includes allegations that Owner or Owner's employees or agents acted in negligent manner.

RULES AND REGULATIONS: Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the operation and good order of the facility. Owner, in the event of snow, clears the common drives and parking lots, any snow or ice in front of the storage space is Occupant's responsibility to remove. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

OCCUPANT ACCESS: Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Owner. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and inspecting vehicles that enter the premises.

OWNER'S RIGHT TO ENTER: Occupant grants Owner or Owner's agent access to the storage space upon two (2) days advanced written notice to Occupant. In the event of an emergency or nuisance, Owner shall have the right to enter the premises without notice to Occupant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law or to enforce Owner's rights.

TERMINATION: Fourteen (14) days written notice given by Owner or Occupant to the other party will terminate the tenancy. Owner does not prorate partial month's rent. Prepaid full month's rent shall be returned to Occupant within twenty-one (21) days of vacating the unit, provided the space is left vacant and broom clean. For a unit not broom clean, a \$30.00/hour charge for labor will be charged by Owner to Occupant with a 1 hour minimum.

PROPERTY LEFT ON THE PREMISES: Owner may dispose of any property left on the premises by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

TIME TO FILE SUIT: Occupant agrees to file any lawsuit or other action against the Owner, Owner's agents or employees within one year of the event that caused the loss of or damage to Occupant's stored property, bodily injury or any other liability.

WAIVER OF JURY TRIAL: Owner and Occupant waive their respective right to trial by jury for any claim or cause of action arising out of, or in any way connected with, this rental agreement, Occupant's use of the storage space or this storage facility.

NOTICES FROM OWNER: All notices required by this rental agreement shall be sent by first-class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by Occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided. All statutory notices shall be sent as required by law which may include email.

NOTICES FROM OCCUPANT: Occupant shall send notices by first-class mail postage pre-paid or electronic mail to the Owner's postal or electronic mail address provided in this Agreement or written change thereto. All postal and electronic mail address changes are valid only when acknowledged by Owner in writing.

NO WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use. This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever.

CONDITIONS AND ALTERATIONS: Occupant assumes responsibility for having examined the Space and hereby accepts it as being in good order and condition. Space sizes are approximate and for comparison purposes only Spaces may be smaller than indicated in advertising or other size indicators. Occupant shall make no alterations or additions to the storage unit without the prior written consent of the Owner. Any alterations, additions or fixtures shall be accomplished at the Occupant's cost, and at the option of the Owner same shall become the property of the Owner at termination of this lease or any extension thereof, or shall be removed by the Occupant at the termination of this lease or any extension thereof and the premises returned to the condition they were in at the commencement of this lease, all at the cost of the Occupant.

NO SUBLETTING: Occupant shall not assign or sublet the storage space without the written permission of the Owner.

CHANGE OF TERMS: All terms of this Rental Agreement are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Rental Agreement on the effective date of the change by giving Occupant ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this Rental Agreement shall be thereby amended and the change shall become effective.

STORAGE OF MOTOR VEHICLES: Motor vehicles and watercrafts may be parked on the premises only pursuant to a written Rental Agreement. In the event that any motor vehicle/watercrafts remains stored in the Space after termination of the Rental Agreement or upon Occupant's default, and in addition to all other rights and remedies available to Owner. **Occupant hereby authorizes Owner to have such vehicle/watercraft to be removed by a person regularly engaged in the business of towing vehicles, without liability for the costs of removal, transportation or storage or damage caused by such removal, transportation or storage.**

MILITARY SERVICE: If Occupant (or spouse) is in the military service Occupant must provide written notice of such to the Owner at the address of the Property. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Occupant (or spouse) is transferred or deployed overseas on active duty for a period of 180 days or more, Occupant agrees to notify Owner of the transfer or deployment.

COMMUNICATION: Occupant recognizes Owner and Occupant are entering to a business relationship as Owner and Occupant. Occupant authorizes and consents to Owner contacting Occupant at Occupant’s residence, email box, cell phone, through social media and by automated telephone calls or texts. Such automated calls or messages may be used for conveying important facility information, marketing or collection purposes.

Do not sign this agreement until you have read it and initialed all 5 pages of this lease/rental agreement and fully understand it. This agreement releases the Owner from liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature

AFFORDABLE STORAGE – Owner or On Behalf of Owner

Date: _____

Date: _____