

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

Email: info@affordablestoragemn.com Website: affordablestoragemn.com

Date _____

THE OCCUPANT INFORMATION

SPACE, RENT & CODE

Name _____ (Occupant) 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 \$ 29.00

Email _____ (non-refundable setup fee, includes lock)

Social Security No _____ Gate Code# _____

Driver's License No _____ State _____ (copy required for file)

Vehicle(s) Year _____ Make _____ Model _____ Plate _____ Color _____

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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 (_____) _____

Occupant declines to provide an alternate contact person. Occupant's Initials _____

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

Please state whether you are member of the National Guard, the Army National Guard of the United States or the Air National Guard of the United States. 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 parties who have an interest in stored property 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.

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 a longer term is agreed to in writing by owner and occupant. The minimum term is one month.

RENT: The monthly rent shall be the amount stated on Page 1. 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 on Page 1 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: In addition to the fees and charges listed on Page 1. Occupant agrees to pay Owner: (i) A late fee of \$39.00 if rent is received ten (10) or more days after the due date. The late fee shall be charged each month the rent or any part thereof is past due; (ii) A return check charge of \$30.00 plus all bank charges for any dishonored check; (iii) A Lien fee in the amount of \$75.00 if rent is 45 or more days late; and (iv) A Sale fee in the amount of \$150.00 if Occupant's contents are auctioned to satisfy Owner's lien on said contents. These fees and charges are considered additional rent. Occupant also agrees to pay collection costs and lien processing fees incurred by Owner, including Owner's attorney's fees.

SECURITY DEPOSIT: Occupant shall pay in advance a security deposit in the amount stated on Page 1 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 storage 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 Occupant's personal property that is stored in the storage space.

LOCKS: Owner shall provide an initial lock, that Owner deems sufficient to secure the space. Occupant must use only the lock provided by Owner. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the storage space, with or without notice to Occupant. A new/replacement lock can be purchased from Owner 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 storage space for residential purposes and may not sleep or loiter in the storage space or anywhere else 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 shall not store property with a total value in excess of \$5,000 without the prior 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 anywhere else at the facility that are 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.

PROTECTION PLAN: Owner offers a Protection Plan Addendum to this Self Service Storage Rental Agreement. By initialing, Occupant declines the Protection Plan offering. *Occupant's Initials* _____

INSURANCE: Owner does not carry insurance coverage for Occupant's personal property that is stored in the rented storage space. 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 Occupant's stored property. Such 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, or acts of God.

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 or death is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees. Occupant, on its behalf and the behalf of Occupants heirs, agents, successors, personal representatives and assigns hereby releases Owner and its officers, employees, agents and assigns from all such claims.

INDEMNITY: Occupant agrees to indemnify, hold harmless and defend Owner from all claims and lawsuits (including attorneys' fees and all costs) arising out of Occupant's use of the storage space and common areas.

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, but any snow or ice in front of the storage space rented by Occupant 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. **GATE ACCESS 6 AM – 10 PM.**

The Storage Facility is closed between 10 PM – 6 AM, and Occupant access will not be allowed during these hours.

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

TERMINATION: Fourteen (14) days prior 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 after Occupant has removed all of Occupant's property from the rented storage space, provided the space is left broom clean. For a storage space not left broom clean, Occupant agrees a \$30.00/hour charge for labor may 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 in a 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 storage 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 Owner 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 stored or parked in the storage space only pursuant to a written Rental Agreement signed by Owner. In the event that any motor vehicle/watercrafts remain stored in the storage space after termination of the Rental Agreement or upon Occupant's default, in addition to all other rights and remedies available to Owner. **Occupant hereby authorizes Owner to have such vehicle/watercraft 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 Occupant's spouse) is in the military service Occupant must provide written notice of such to the Owner. The Owner will rely on this information to determine the applicability of the Servicemembers Civil Relief Act. If Occupant (or Occupant's 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 into 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.

OWNER'S REQUIRED DISCLOSURES: The person authorized to manage the premises, accept service of process and receive and give receipt for notices and demands is: Keith Burnham, President and Owner of Affordable Storage LLC and Theresa Tillmann, General Manager of Affordable Storage LLC at the address stated on Page 1.

Do not sign this agreement until you have read it and initialed all 5 pages of this lease/rental agreement and fully understand it. If you have any questions concerning its legal effect, consult your legal advisor.

Occupant Signature

Date: _____

AFFORDABLE STORAGE LLC – Owner or On Behalf of Owner

Date: _____