

# MityMo Storage, LLC

## Rental Agreement

### LESSEE'S COPY:

Lessor: MityMo Storage:  
P.O. Box 680 / 560 Grant St  
Blair, NE 68008

Lessee: Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Premises** Unit Number(s) \_\_\_\_\_  
MityMo Storage  
560 Grant St, Blair, NE 68008

**Rental Period** Start Date \_\_\_\_\_ Rate \_\_\_\_\_

**Rent** See Rental Rate Schedule.

**All rent is due and payable by the FIRST DAY of the month of the rental period.**

**Security Deposit:** One month's rental rate, according to Rental Rate Schedule, to be held as security for the timely and faithful performance of the terms of this Rental Agreement, including but not limited to, payment of rent and damage to the premises.

**Rental Agreement:** The Lessor hereby rents the premises to the Lessee for the terms indicated above for the rent indicated, pursuant to the following specific terms:

- (1) **Rent:** Rental charges are due on or before the first day of each month, or rental period if longer than one month. The Lessor will not send statements. Payments received ten(10) days after the due date will be subject to a Ten Dollar (\$10.00) late charge. After the fifteenth (15th) day, MityMo Storage will place its own lock on the unit(s), and Lessee will be charged a Fifteen Dollar (\$15.00) lock remount fee, per unit. Returned checks will incur an additional service charge of \$10.00 per incident.
- (2) **Failure to Pay:** If rent is unpaid when due and Lessee fails to pay rent within three(3) days after written notice by Lessor of non-payment and its intention to terminate the Rental Agreement if the rent is not paid within that period of time, Lessor may terminate the Rental Agreement.
- (3) **Disclosure of Property:** Lessee specifically agrees that the only property to be stored in the unit(s) with a value in excess of two Hundred Fifty Dollars (\$1000.00) is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee agrees to immediately notify Lessor should any property not listed above and valued in excess of Two Hundred and Fifty Dollars (\$1000.00) be placed in the unit(s).

- (4) **Disposition of Property:** Property left on the premises after the termination of the lease and vacation of the unit(s) will be disposed of or sold as allowed by law. Costs for disposal will be borne by the lessee.

- (5) **Address Change:** Lessee agrees to immediately notify the Lessor should the home address of Lessee , as indicated above, change.
- (6) **No Other Property:** No property belonging to any person other than the Lessee will be stored on the premises without prior written consent of Lessor.
- (7) **Termination:** This lease may be terminated by either party giving to the other, written notice of termination at least thirty (30) days prior to the periodic rental date specified in the notice. In addition, Lessor reserves the right to increase periodic rental charges with thirty (30) days advance notice to Lessee.
- (8) **Denial of Access:** Lessee may be denied access to the facility and/or unit being rented for any default under the terms of this Agreement.
- (9) **No Billing Statement:** Lessor does not bill or send statements to Lessee. Lessee is solely responsible for making the rental payments as required, on their due dates. Billing statements, if sent, are strictly a courtesy provided by the Lessor, and failure to receive such billing statements shall not be construed as reason for Lessee to fail to make timely rental fee payments as stated in section on (1) of this agreement.
- (10) **Assumption of Risk of Loss/Hold Harmless:** Lessee stores property at his or her own risk. Lessor is not storing goods for hire and is not a public warehouseman. Lessor exercises no custody, care or control of any property stored by Lessee. Lessee acknowledges that all property is stored at Lessee's sole risk and that insurance for stored property is available at Lessee's sole option and expense. Lessee agrees not to subrogate against Lessor in the event of loss or damage of any kind from any cause. Lessee holds Lessor harmless from liability for any loss or damage. Lessor disclaims, and Lessee releases Lessor from and waives, all liability and express or implied warranty for or in connection with loss or damage to property stored or any use made of the facility or equipment or shelving therein by Lessee, his, her or its agents, servants or employees, no matter what the cause, including but not limited to loss or damage from fire, smoke, gas, explosion, theft, vandalism, rain, snow, ice, hail, wind, water, lightening, dust, moisture, mildew, temperature, insects, rodents, building defects, equipment defects, or shelving defects.
- (11) **Notice:** Lessor further acknowledges, by signing below, that all notices required to be mailed to Lessee will be mailed to the address shown above unless Lessee notifies Lessor in writing of a change of address.
- (12) **Locks:** Lessee is responsible for providing his or her own lock to secure unit. Only one lock shall be placed on each unit. It is **HIGHLY RECOMMENDED** that Lessee use a disc style lock.
- (13) **Vacating:** Lessee is responsible upon vacating to remove all boxes and trash from the unit, leaving the unit completely vacant, and broom clean. Please advise Lessor of vacating plans thirty (30) days prior to actual move out and when move out has been completed.
- (14) **Damage/Waste/Nuisance:** Lessee agrees to pay on demand for any damage to the facility or unit caused by misuse or abuse by Lessee, his, her or its agents or employees, or of any other person entering upon the facility under the express or implied invitation of lessee. Lessee agrees not to commit waste nor suffer nor permit to be committed nor permit any nuisance on or in the facility.
- (15) **Assignment and Subletting:** Lessee covenants and agrees to sublet no part of the unit nor assign this Agreement or any interest therein without the prior written consent of Lessor.
- (16) **Alteration by Lessor:** Lessor at any time, upon notice to Lessee, may enter the unit to examine and inspect the same or make such repairs, additions or alterations as Lessor may deem necessary or proper for the safety, improvement or preservation thereof.
- (17) **Insolvency or Bankruptcy:** Any assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights of Lessee hereunder to the said assignee without the written consent of Lessor having first been obtained.
- (18) **Default:** Lessee's failure to make punctual payment of rent or other charges or failure to perform or observe any of the provisions of this Agreement, including but not limited to complying with the Rules and Regulations as

established by Lessor shall constitute a default. In the event of a default, Lessor shall have the right to terminate this Agreement, at which time Lessee's right of possession to the unit shall cease, and Lessor may re-enter and take possession of the unit. Lessor, in addition, shall have the right to pursue such other remedies in law or in equity as may exist.

- (19) **Notice:** Notice to Lessee shall be in writing and may be delivered in person to Lessee or his/her or its officers, agents or employees or representatives, or may be sent by certified mail, return receipt requested, addressed to the Lessee at the address provided on this Agreement. Service, if by mail, shall be completed as of the date following the mailing thereof. Either party shall have the right to designate in writing a different address to which notice is to be given.
- (20) **Severability:** If any term or provision of the Agreement or the applications thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (21) **Amendment or Modification:** Lessee acknowledges and agrees that he, she or it has not relied upon any statement, representations, agreements or warranties except as such are expressed herein and that no amendment nor modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
- (22) **Execution of Agreement:** The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assigns on the day and year first above written.

Accepted and agreed to, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Lessor:**            **MityMo Storage, LLC**  
                          **P.O. Box 680**  
                          **Blair, NE 68008**

**Lessee:** \_\_\_\_\_

**I have received a copy of the Rules and Regulations, Rental Rate Structure, and Recommended Practices for MityMo Storage.**

**Lessee's Initials:** \_\_\_\_\_

**SEND PAYMENTS TO:**  
**MityMo Storage**  
**P.O. Box 680**  
**Blair, NE 68008**

**(23) Rules and regulations:**

**Use of Premises: : The storage facility may not be used for the following items, actions, or activities:**

- Gasoline, oil or other flammable liquids or gases (except gas which may be in a gasoline tank of a boat or vehicle)
- Flammable or explosive materials
- Hazardous or dangerous chemicals
- Used tires
- Piled clothing, rags or loose papers
- Perishable items
- Odorous liquids or materials
- Live animals or plants, or temperature sensitive items
- Human Habitation
- Garage Sales
- Mechanical fabrication, manufacturing assembly or other related work.
- Driving or attaching hooks, screws, nails or shelving into the walls or framework of the building or storage unit.
- Placing or displaying signs, advertisements, notices or lettering on any part of the exterior of a storage unit or of the facility.
- Public or client access to the facility, including but not limited to, direct sales or display activities.
- Use of electricity, except as approved in writing by Lessor.
- Use of heaters or heat lamps.

**Smoking:** Smoking is prohibited within any unit in the facility.

**Lawful Use:** The storage unit will be used for no unlawful purpose.



**(24)**

**RECOMMENDED PRACTICES**

- \* **Use mouse traps or baits (D-con, Purina Assault, etc) to protect your upholstered furniture, clothing, books and papers, etc, against possible damage by mice.** While mice are typically not a problem, they can enter through almost any opening when seeking shelter. Use precautions and common sense when storing items that may be susceptible to rodent damage.
- \* **Use bug and spider sprays, dusting powders, etc., to minimize the presence of these pests.** Any garage or storage area tends to attract insects and spiders seeking shelter from extreme weather conditions.
- \* **When storing items that are susceptible to water damage, always raise such items above the floor level by using pallets, 2x4's, blocks of wood, etc.** We cannot guarantee that winter blizzards or summer downpours won't force moisture under or alongside the doors to the units. Additionally, extreme temperature shifts may cause condensation to form on concrete floors.
- \* **Use tarps or plastic sheeting over valuable items to protect them from possible roof leaks, dust, and condensation.**
- \* **Secure adequate renter's insurance to cover the cost of your possessions, or check with your insurance agent regarding coverage under your homeowner's insurance.** MityMo Storage does not provide insurance coverage for items stored in its units. Such coverage is the responsibility of the lessee. (see item#10 of the Storage Rental Agreement.)