MINNESOTA PORTABLE STORAGE RENTAL AGREEMENT



PORTABLE STORAGE

AFFORDABOX LLC

Mailing address: PO Box 1677 – Monticello, MN 55362
Storage Facility address: 12231 43rd Street NE St. Michael, MN 55376
Phone (763) 314-0480 Email: info@affordabox.com Website: affordabox.com

THIS RENTAL AGREEMENT ("Agreement") sets forth the terms and conditions upon which AffordABox, LLC, a Minnesota limited liability company ("Owner") will provide services to the party whose name is set forth below ("Renter"). Renter accepts this Agreement when Renter does any of the following: (a) provides a written or electronic signature; (b) attempts to or in any way uses the services of Owner; (c) loads or stores goods in a container (defined below) or (d) pays for any services of Owner. This Agreement shall apply to all present and future services provided by Owner to Renter and all present and future orders made by Renter, including but not limited to the rental and leasing of a Container. In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumptions of obligations described in this Agreement, the parties hereby agree as follows:

Date							
RENTER INFORMATION Name			(Renter)	Container	#		
Address			Cont	ainer Size	x	x	-
City	State	Zip	Rent	Due Date:			
Cell Phone ()			Mor	nthly Containe	r Rate \$		
Phone ()			Deliv	ery Fee \$			
Email			Any Add	litional Move/	Pickup Fe	e(s) \$	
Driver's License No			State _	(copy re	equired fo	r file)	
ALTERNATE CONTACT: Plea emergency contact: Name _							
City	State	Zip	Phone	()			-
	Renter decli	nes to provid	e an alternate c	ontact person	ı. Renter's	Initials	_
MILITARY STATUS: Please s States meaning a member of Administration; or the comi	of the armed t	forces; the co	mmissioned co	rps of the Nat	ional Ocea	anic and Atm	nospheric
Please state whether you ar National Guard of the Unite					ard of the	United Stat	es or the Air:
MILITARY SERVICE: If Rente the Owner (defined below). Servicemembers Civil Relief period of 180 days or more,	The Owner v	vill rely on thi r (or Renter's	is information to spouse) is trans	o determine tl sferred or dep	he applica oloyed ove	bility of the	

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. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, RENTER HEREBY GRANTS TO OWNER A CONTRACTUAL LIEN UPON ALL PROPERTY NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER (Defined below) OR AT THE FACILITY (Defined below) TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT RENTER IS IN DEFAULT OF THIS AGREEMENT, OWNER MAY DENY ACCESS TO THE CONTAINER AND BEGIN THE ENFORCEMENT OF ITS LIEN AGAINST ALL PROPERTY OF RENTER STORED IN THE UNIT OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA. RENTER'S PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. BECAUSE OWNER HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER, RENTER HEREBY WAIVES ANY OBLIGATION THAT OWNER PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN RENTER'S CONTAINER TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

AffordABox LLC ("Owner") rents the storage container indicated above (hereafter the "Container") to Renter on the terms and conditions set forth in this Agreement. Renter represents and warrants that the information Renter has supplied is true, accurate and correct, and Renter understands that Owner is relying on Renter's representations. Renter 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. Renter has the option to store the Container with Owner or have the Container remain at Renter's designated location ("Renters Premises"). Should Renter elect to have Owner store the Container at Owner's premises, renter agrees that Owner shall have the right and authority to store the Container at Owner's storage facility (the "Facility"). By giving advanced notice to Owner, Renter shall have access to the Container at the Facility only during posted Office hours or by appointment. Upon use of the Container, Renter acknowledges having had an opportunity to examine the Container and confirms and agrees that such Container is satisfactory for all purposes for which Renter shall use it. Renter hereby authorizes Owner to enter upon Renter's premises whenever Owner deems it necessary to enforce any of Owner's rights pursuant to this Agreement, or pursuant to any state or federal law. Renter warrants that Renter has as owner or otherwise: (a) all the necessary rights with respect to Renter's premises for purposes of this Agreement; and (b) the right and authority to permit Owner's unrestricted entrance upon Renter's premises. Renter acknowledges and agrees that no bailment or deposit of goods for safekeeping is intended or created hereunder. Renter acknowledges and agrees that due to the nature of the Owner's business and its purpose being Portable self-service storage, Renter further understands that Owner is not representing to Renter, in any manner whatsoever, that Owner is a "warehouseman" as such term is defined by applicable State Statutes. Further, Owner and Renter expressly understand and agree that it is their intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping, shall not apply to this Agreement.

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 Renter, until terminated as provided herein. 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 Renter 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 Renter's stored property. Only full payment on Renter's account will stop a scheduled lien sale or the exercise by Owner of any other of its rights under state law. Rent for the first month and initial charges and fees shall be due prior to the delivery

of the Container. Renter will not be entitled to a refund of pre-paid rent under any circumstances. Owner may change the monthly rent and other charges by giving Renter 30-days advanced written notice. The new rate will become effective on the first day of the next month when rental charges are due.

LATE CHARGES AND OTHER FEES: In addition to the fees and charges listed on Page 1. Renter agrees to pay Owner: (i) A late fee of the lesser of \$40.00 or the maximum amount allowed by applicable law for each rent payment 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) In the event Owner commences a lien sale as a result of Renter's default under this Agreement, whether or not a lien sale occurs, all costs and expenses incurred by Owner associated with processing Renter's delinquent account plus 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 Renter's contents are auctioned to satisfy Owner's lien on said contents. These fees and charges are considered additional rent. Renter also agrees to pay collection costs and lien processing fees incurred by Owner, and Owner's costs incurred in the enforcement of this Agreement, including Owner's attorney's fees.

LOCKS: Owner shall provide an initial lock(s), that Owner deems sufficient to secure the Container. Renter must use only the lock provided by the Owner. If the Container is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the Container, with or without notice to Renter. A new/replacement lock can be purchased from Owner for \$15.00.

DENIAL OF ACCESS: When rent or other charges remain unpaid for ten (10) or more days, Owner may deny Renter access to Renter's personal property that is stored in the storage Container if the Container is stored at Owner's Facility.

LIMITATION OF LIABILITY: Owner and Owner's agents shall not be responsible to Renter or to any other person for any damage or loss, however caused, including, without limitation, Owner and Owner's agent's active or passive acts, omissions, negligence or conversion, unless the loss or damage is directly caused by Owner's fraud, willful injury or willful violation of law. In addition, Renter hereby releasees Owner and Owner's agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that could have been insured against. Renter expressly agrees that the carrier of any insurance obtained by Renter shall not be subrogated to any claim of Renter against Owner or Owner's agents. Renter waives any claim for emotional or sentimental attachment to Renter's property. To the maximum extent allowed by applicable law, Renter waives all claims for consequential, punitive and incidental damages that might otherwise be available to Renter. Owner and Owner's agents total, cumulative liability arising out of or related to this Agreement for any reason, including from damage to or loss of Renter's property, shall not exceed \$5,000. The existence of more than one claim shall not enlarge this limit.

PROTECTION PLAN: Owner offers a Protection Plan Addendum to this Portable Storage Rental Agreement. By initialing, Renter declines the Protection Plan offering. Renter's Initials ______

RENTER'S RISK AND LIABILITY/INSURANCE OBLIGATION: Whether the Container is located at Renter's premises, at the Facility or in transit, renter personally assumes all risk of loss or damage to, or theft of, Renter's property stored in the Container however caused, including, without limitation, burglary, mysterious disappearance, fire, water, rodents, insects, bugs, earthquakes, acts of God, vandalism, mold, mildew or active or passive acts or omissions of Owner or Owner's agents. Renter specifically acknowledges that Owner shall not be liable for any damage to or loss of Renter's property for any reason. It is Renter's responsibility to adequately insure the Renter's property stored by Renter in the Container. Renter agrees to insure the actual full value of the stored property against loss and damage.

USE OF STORAGE CONTAINER: Renter agrees to use the storage Container only for the storage of personal property wholly owned by Renter. Renter shall not store food or any perishable items in the Container. **Renter agrees not to store collectibles, heirlooms, jewelry, and works of art or any property having special or sentimental value to Renter. Renter waives any claim for emotional or sentimental attachment to the stored property.** Renter may not use the storage Container for residential purposes (human or animal habitation) and may not sleep or loiter in the storage Container or anywhere else at the storage Facility. **No cars, motorized vehicles, watercrafts, lawnmowers are allowed to be stored or transported in Containers.** Renter assumes full responsibility and liability for packing Renter's property in the Container and for securing Renter's property for over-the-road transportation and the weight of Renter's property packed into the Container shall be evenly distributed throughout the Container.

DESCRIPTION OF PROPERTY TO BE STORED:	 	

WEIGHT LIMITS: Renter acknowledges and agrees that the maximum weight of Renter's property stored in the Container shall not exceed <u>5,000 pounds</u>.

LIMITATION OF VALUE: Renter shall not store property with a total value in excess of \$5,000 without the prior written permission of the Owner, unless Renter has elected to purchase a Protection Plan from Owner in accordance with the terms set forth above and in the Addendum. If such written permission is not obtained, the value of Renter's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Renter's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

HAZARDOUS OR TOXIC MATERIALS PROHIBITED: Renter is strictly prohibited from storing or using materials in the storage Container 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 Renter's sole expense, may, but shall not be required to, enter the storage Container at any time to remove and dispose of prohibited items.

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

RENTER'S RISK AND OBLIGATIONS: Renter is responsible for any damage to the Container whether occurring while the Container is on Renter's Premises or in transit to Owner's Facility. Owner will place the Container in the area on Renter's Premises according to Renter's instructions. The area shall have adequate clearance and structural integrity to sustain the weight and size of the Container.

RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or upon the storage Container by Renter shall be at Renter's sole risk. Owner and Owner's agents and employees shall not be liable to Renter or Renter's agents for any loss of or damage to any personal property stored in the Container, whether the Container is located at Renter's Premises or at the 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 Renter or Renter's agents for injury or death because of Renter's use of the storage Container whether the Container is located at Renter's Premises or at the 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. Renter, on its behalf and the behalf of Renter's heirs, agents, successors, personal representatives and assigns hereby releases Owner and its members, officers, employees, agents and assigns from all such claims.

INDEMNITY: Renter shall indemnify, hold harmless and defend Owner and its members, officers, employees, agents and assigns from all claims, losses, liabilities, expenses, and lawsuits (including attorneys' fees and all costs) arising out of or related to Renter's use of the storage Container or the Facility from any cause whatsoever.

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, shall clear the common drives and parking lots, but any snow or ice in front of the storage Container rented by Renter is Renter's responsibility to remove if Container is stored at storage Facility outdoors. If Container is stored at Renter's Premises, Renter is solely responsible to keep access to Container cleared and accessible at all times, including an area immediately accessible from a street immediately fronting Renter's Premises. Renter agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

LOCAL ORDINANCES AND REGULATIONS: Renter acknowledges that Renter's use and placement of the Container may be subject to county, city and local ordinances, rules and regulations including deed and homeowner restrictions and complex rules. Renter assumes full responsibility for identifying and complying with local ordinances and for any fines and or penalties, monetary or otherwise, resulting from Renter's use or placement of the Container in violation of such ordinances, rules and or regulations. Renter is responsible to comply, assumes all costs, including but not limited to fees, to remove or relocate and absolves Owner of any liability for any resulting damages.

RENTER ACCESS: Renter's access to the Facility 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 Renter's identity, and inspecting vehicles that enter the Facility. Storage Facility hours will be posted.

PLACEMENT OF CONTAINER: Owner will endeavor to place the Container in an area at Renter's Premises pursuant to Renter's instructions. Renter represents that the area for placement of the Container shall have adequate size, clearance (at least 15 feet in height) and structural integrity to sustain the weight and size of the Container, the delivery truck and any other related equipment. If Renter fails to provide placement instructions to Owner prior to delivery, or if Owner otherwise determines, in its sole discretion, that the area for placement pursuant to Renter's instructions does not have adequate size or clearance for the Container, Renter authorizes Owner to place the Container in any other area on Renter's Premises to the extent reasonably possible under the circumstances to include an area immediately accessible from a street immediately fronting Renter's premises. In all cases described above, Renter authorizes Owner to drive on Renter's lawn, non-paved area or any other part of Renter's Premises in order to place or retrieve the Container, and Renter assumes full risk for any damage to Renter's Premises, and release Owner from any such damage resulting from the delivery, placement and retrieval of the Container. There shall be no rent or delivery fee refunds for Owner's inability to deliver the Container through no fault of Owner. Renter agrees that Renter will not re-locate Container once it has been placed by Owner upon Renter's Premises, without the prior written approval of Owner. In the event it is determined by Owner that the Container has been re-located by Renter without Owner's prior written authorization, Renter agrees to pay an additional fee of not less than \$250.00, and up to current retail value of the Container, plus any costs or shipping associated with the retrieval of the Container.

OWNER'S RIGHT TO ENTER: Renter grants Owner or Owner's agent, or governmental authority access to the storage Container and access to Renter's Premises if the Container is located there, in the event of an emergency, or as Owner reasonably deems necessary to comply with applicable law, to inspect or repair the Container or in connection with Owner exercising its rights under this Agreement. Owner shall have the right to enter Renter's storage Container under such circumstances without notice to Renter.

TERMINATION: Owner may terminate this Agreement for any or no reason effective immediately upon written notice to Renter. Renter may terminate this Agreement at any time giving notice to Owner and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, Renter shall only be entitled to terminate this Agreement provided there are no outstanding amounts owed to Owner, and Renter is not in default under this Agreement. Notwithstanding any provision to the contrary in this Agreement, no monthly rent shall be prorated or refunded if the termination occurs prior to the end of a full rental month.

CONDITION OF CONTAINER UPON TERMINATION: Upon termination of this Agreement for any reason, Renter shall remove all of Renter's personal property from the Container, unless such property is subject to Owner's lien rights pursuant to this Agreement and shall immediately deliver possession of the Container to Owner in the same condition as delivered to Renter, reasonable wear and tear accepted. Renter agrees that any personal property left in the Container shall be deemed abandoned by Renter, and with respect thereto Renter authorizes Owner to remove such property from the Container and either dispose of it in any manner in Owner's sole discretion without liability to Renter or retain such property as collateral for payment of the removal charges and/or any other amounts due Owner. Nothing herein shall be construed as imposing a duty upon Owner to store or safeguard Renter's property. Renter shall be responsible for any reasonable charges associated with cleaning up the container and the disposal of such Renter's property by Owner.

DEFAULT: The following events shall be deemed to be events of default by Renter under this Agreement:

(a) Renter fails to pay any installment of the rent due under this Agreement.

- (b) Renter fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not cure such failure within ten (10) days after written notice thereof to Renter; or,
- (c) Renter abandons the Container.

REMEDIES UPON EVENT OF DEFAULT: If an event of default shall occur, and so long as such default is continuing, Owner may, at any time thereafter at its election: (a) deny Renter access to Renter's property stored in the Container; (b) Immediately terminate this Agreement by giving notice to Renter; (c) enter upon Renter's Premises and take possession of the Container and Renter's property stored in the Container; (d) expel or remove Renter from the Container, without being liable for prosecution or any claim of damages; (E) CHARGE RENTER ALL EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) INCURED BY OWNER IN CONNECTION WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWNED BY RENTER; and/or (f) pursue any other remedies provided for under this Agreement or at law or in equity. If Owner repossesses the Container, Renter hereby waives claims for trespass and/or conversion and agrees that Renter shall not hold Owner liable for any damage or loss to Renter's property or Renter's Premises arising from said repossession. Owner's remedies, including its lien rights, are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies available to Owner at law or in equity.

TIME TO FILE SUIT: Renter 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 Renter's stored property, bodily injury or any other liability.

WAIVER OF JURY TRIAL: Owner and Renter 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 Agreement, Renter's use of the storage Container or Renter's use of the storage Facility.

NOTICES FROM OWNER: All notices required by this Agreement shall be sent by first-class mail postage prepaid to Renter's last known address or to the electronic mail address provided by Renter. 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 RENTER: Renter 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 REPRESENTATIONS OR WARRANTIES: No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage Container for Renter's intended use. Owner disclaims and Renter waives any express or implied warranties, including warranties of merchantability or fitness for a particular use. This rental Agreement contains the entire agreement between Owner and Renter, and no oral agreements shall be of any effect whatsoever.

CONDITIONS AND ALTERATIONS: Renter assumes responsibility for having examined the storage Container and hereby accepts it as being in good order and condition. Upon termination of this Agreement for any reason, Renter shall remove all Renter's personal property from the Container and return the Container in the same condition as delivered to Renter. Container sizes are approximate and for comparison purposes only. Containers may be smaller than indicated in advertising or other size indicators. Renter shall make no alterations or additions to the Container without the prior written consent of the Owner. Any alterations, additions or fixtures shall be accomplished at the Renter's cost, and at the option of the Owner the same shall become the property of the Owner upon the termination of this Agreement if not previously removed by the Renter.

NO ASSIGNMENT/SUCCESSION/THIRD PARTY BENEFICIARIES: Renter shall not assign or sublet the storage Container without the prior written consent of the Owner. Owner may assign or transfer this Agreement without the consent of Renter and, after such assignment or transfer, Owner shall be released from all obligations under this Agreement occurring after such assignment or transfer. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended to or shall confer any right or remedy upon any third party.

CHANGE OF TERMS: All terms of this Agreement are subject to changes made by Owner upon thirty (30) days prior written notice to Renter.

FORCE MAJEURE: Owner shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but are not limited to any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, act of public enemies, terrorism, inability to secure adequate labor or material strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, sever weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics, pandemics or embargoes.

COMMUNICATION: Renter recognizes Owner and Renter are entering into a business relationship as Owner and Renter. Renter authorizes and consents to Owner contacting Renter at Renter'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 Facility, accept service of process and receive and give receipt for notices and demands is: Keith Burnham, President and Owner of AffordABox LLC and Theresa Tillmann, General Manager of AffordABox LLC at the address stated on Page 1.

ENTIRE AGREEMENT: This Agreement, including documents referenced in this Agreement, sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

Do not sign this Agreement until you have read it and initialed <u>all 7 pages</u> of this Agreement and fully understand it. If you have any questions concerning its legal effect, consult your legal advisor.

Renter Signature	AFFORDABOX LLC – Owner or On Behalf of Owner
Date:	Date: