

Self Storage Lease

Fit & Stor

36349 Old Homer Rd, Winona, MN 55987

608-343-8917

Rental Agreement

This agreement for the lease of self-storage space identified below is entered into by and between Fit & Stor (herein after referred to as LESSOR) and LESSEE, whose name(s) appear below, are subject the following terms and conditions:

LESSEE:

NAME: _____

STREET: _____

CITY: _____

PHONE: _____

PREMISES _____

BUILDING # _____ UNIT # _____

RENTAL RATE: _____/MONTH

SECURITY DEPOSIT: _____

LEASE START DATE: _____ LEASE END DATE: _____

Email: _____

Alternate Contact:

NAME: _____

STREET _____

CITY: _____

PHONE: _____

Initial Here if no Alternate contact: _____

Are you a member of the uniformed services as defined in United States Code, title 10, section 101(a)(5), or a member of the National Guard or a reserve component under the United States Code, title 32, section 101?

Circle One (Yes or No)

By choosing the option to receive e-mail communication in this agreement, the LESSOR

will provide you notices and other information regarding your account through the e-mail reflected in our records, or in a subsequent written change of e-mail address that has been given according to the facility's procedures. To indicate that you understand and accept the contents of this notice and agree to the option to receive electronic communication, you must check the box that appears next to this paragraph.

Payment Information

PAID BY CHECKING ACCOUNT:

Bank Name _____

Bank Routing Number _____

Bank Account Number _____

Payment authorization

I agree to pay and authorize my financial institution (identified above) to pay: \$_____ per month, plus applicable tax, upon execution of this Agreement and beginning ____/____/____. After the initial term my lease will automatically renew on a month-to-month basis and my account will be charged monthly at the per-month rate schedule then in effect. These payments shall continue until LESSEE has removed his/her property from the premises and has given written notice thereof to LESSOR at least 30 days from the first day of the month. I agree you shall be fully protected in honoring these drafts, and that your treatment of them and rights in respect to them shall be the same as if they were personally signed by me. I understand I must notify Fit & Stor of account changes in writing twenty (20) days prior to the start of the billing cycle on the _____ (inset start date of billing cycle) of each month, and that I will incur an addition \$30 per month whenever there is a payment default.

****DATE ____/____/____ AUTHORIZATION SIGNATURE _____**

Terms of Agreement

1. **PREMISES:** LESSOR hereby issued to LESSEE, and LESSEE rents from LESSOR, the storage space described above, herein called 'the Premises'.
2. **PAYMENTS:** ACH, Credit/Debit Card, Cash, Personal checks, or money orders are permissible forms of payments. Payments are to be made out to **FIT & STOR** and mailed to 27763 Stone Roller Rd. Winona, MN 55987 (if paying by check or cash).
3. Failure to return signed rental agreement shall result in denial of access to Unit. LESSOR reserves the right to lock the Unit with their own lock until receipt of signed rental agreement.
4. **TERM:** The term of the agreement shall commence on the date set forth above and continue on a period to period basis as noted above. The term of this agreement shall be automatically extended on the same terms and conditions for similar succeeding one month periods at the stated rent unless and until LESSEE has removed his/her property from the premises and has given written notice thereof to LESSOR at least 30 days from the first day of the month.

5. **RENTAL TERMS/SECURITY DEPOSIT:** LESSEE agrees to pay LESSOR, as rental for the premises, the sum of money set forth in the rent schedule above.
6. **RENT IS TO BE PAID IN ADVANCE OF TERM.** If the initial rental term begins AFTER the TENTH day of the month, the initial rental term will be prorated for the initial term by the number of days remaining in the calendar month and initial term begins through the last day of the calendar month. All monthly rental rates are for a calendar month. The Security Deposit paid by the LESSEE to the LESSOR shall not be applied as rent. The Security Deposit is refundable upon LESSEE's removing his/her property from the premises in a timely manner at the expiration of the term hereof, leaving the premises in a neat and orderly condition with ordinary wear and tear expected, and having met all other terms and conditions of this agreement. Security Deposit will be returned by U.S. mail to LESSEE'S last known address.
7. **STATEMENTS:** It is understood that LESSOR is not required to nor does LESSOR send out monthly statements.
8. **LATE PAYMENT FEE:** A late payment fee of \$10 per rental period will be applied to the rental rate if rent is not received by the 5th of each month. Unpaid rent shall accrue with interest at 8% per annum.
9. **NSF CHECK FEE:** NSF check fee is \$30 on any check 'returned' for any reason.
10. **USE, OCCUPANCY, AND COMPLIANCE WITH LAW:** The premises are to be used for the storage of personal property and household goods owned by the LESSEE. LESSEE further agrees that the premises will not be used for the operation of any business. Trash or other materials shall not be allowed in or near the leased space. The storage of welding, or flammable, explosive or other inherently dangerous materials is prohibited. LESSEE shall not store any item(s) which shall be in violation of any order or requirement imposed by the Board of Health, Sanitary Department, Police or Fire Department, or any other governmental agency or in violation of any other requirement or do any act or cause to be done by act which creates or may create a nuisance in or upon or connected with the leased premises.
11. **LESSOR** has a lien on all property stored in the rented space(s) for rent, and/or other charges, present of future, reasonably incurred for its preservation, sale, or disposal. Upon default, LESSOR may deny LESSEE access to the personal property on the premises pursuant to Minn. Stat. § 514.972. The LESSOR may satisfy the lien by selling property if the LESSEE defaults or fails to pay for the storage of property.
12. **The LESSOR'S lien** is superior to any other lien or security interest, except those which are perfected and recorded prior to the date of this Rental Agreement in Minnesota.
13. **NON-LIABILITY OF LESSOR FOR DAMAGES/INSURANCE OBLIGATION OF LESSEE:** All property stored within or on the space by LESSEE shall be at LESSEE'S own risk. Insurance carried by LESSOR shall be for the sole benefit of the LESSOR. The LESSEE shall make no claim whatsoever against LESSOR'S insurance. Therefore, LESSEE must obtain any insurance desired at his/her own expense. LESSOR shall not be liable to LESSEE or LESSEE'S invitees, family, employees, agents, or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, or any other cause whatsoever, unless the same is due to the willful acts or gross negligence of LESSOR. LESSOR shall not be liable for loss or damage

resulting from failure or malfunction of locking mechanism. LESSEE agrees to indemnify and hold harmless the LESSOR from and against any manner of claims from damages or loss to personal property or personal injury and costs including attorney's fees arising from LESSEE'S use of the space or the facility, or from any activity, work, or thing done, permitted or suffered by LESSEE or on the space or about the facility.

- 14. ALTERATIONS, SIGNS, AND DAMAGE:** LESSEE shall not make any alterations of the space nor post any signs without the written consent of the LESSOR. LESSEE shall not commit any damage in or on the space or the facility.
- 15. LESSOR'S RIGHT TO ENTER, INSPECT, AND REPAIR:** Upon request of LESSOR, the LESSEE shall provide access to enter the leased space for the purpose of inspection, repair, alteration, improvement, or to supply necessary or agreed services. In case of emergency, the LESSOR may enter the leased space for any of the above stated purposes without notice to or consent from the LESSEE and LESSOR reserves the right to remove the contents of the contents of the leased space to another facility. For purposes of this paragraph, the term 'emergency' means any sudden, unexpected occurrence or circumstance which demands immediate action.
- 16.** In the event LESSEE fails to pay monthly rent when due, and the failure is not cured within fifteen (15) days, LESSOR may elect to pursue one or more of the following legal remedies: (a) claim for money damages or unpaid monthly rental and additional fees, (b) judicial action in unlawful detainer for a Writ of restitution, (c) foreclosure of personal property pursuant of Minn. Stat. § 514.970-979. Except to the extent limited by law, LESSOR may simultaneously pursue any of the above referenced remedies. Upon LESSOR's commencement of legal proceedings against LESSEE arising from a default, any cure tendered by LESSEE shall include all monthly rental arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by LESSOR in the enforcement of the legal remedies identified above.
- 17. ASSIGNMENT OR SUBLETTING:** LESSEE shall not sublet or assign all or any portion of the related premises of LESSEE'S interest therein without prior written consent of LESSOR.
- 18. ATTORNEY'S FEES:** If legal action shall be brought by LESSOR for unlawful detainer, to recover any sums due under this agreement, or for breach of any other covenant or condition contained in the agreement, LESSEE shall pay the LESSOR all costs, expenses and reasonable attorney's fees incurred by the LESSOR in the aforesaid action.
- 19. LESSEE agrees that in no event shall the total value of all property stored to be deemed to exceed \$2,500.00.** In the event the LESSOR is liable for any damages to LESSEE, including but not limited to damages due to the negligence of the LESSOR, LESSOR'S liability shall not exceed \$2,500.00. The limit of any insurance carried by LESSOR covering the occupant's personal property is \$2,500.00.
- 20. CONDITION OF PREMISES:** LESSEE has examined the premise(s) and acknowledges and agrees that the leased space (s) and facility is satisfactory for LESSEE'S purposes, including safety and security thereof, for which the LESSEE shall use the premise(s).

IN WITNESS HEREOF, LESSEE acknowledges to have read and understood the above Agreement.

If there are any special exceptions or conditions to the Rental Agreement, they have been written in the space that follows:

LESSOR: _____ DATE: _____

LESSEE: _____ DATE: _____