

Outdoor Self Storage Lease

Fit & Stor

36349 Old Homer Rd, Winona, MN 55987

608-343-8917

LESSEE:

NAME: _____

STREET: _____ CITY: _____

PHONE: _____ Email: _____

RENT RATE \$: _____/MONTH

PREMISES _____

TERM START DATE: _____ LEASE END DATE: _____

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 _____**

Rental Agreement

This agreement for the lease of outdoor 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 above, are subject the following terms and conditions:

- 1) Lessor leases to the lessee the space described below located on the Lessors outdoor self-storage space at the address set forth above. The term of this lease shall begin and end on the beginning and ending dates set forth above (the "TERM"). The monthly rental (the "RENT") shall be set forth above. The Rent for the first month (if not starting on the first day of the month) shall be prorated.
- 2) **Payments:** Rent payments are due in advance on the first day of each month. 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) **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.
- 4) **NSF CHECK FEE:** NSF check fee is \$30 on any check 'returned' for any reason. Any checks that are returned after the fifth of the month will be considered late and the late charge will be added to the total amount due.
- 5) **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. LESSEE'S vehicle(s), trailer(s), equipment and/or stored items are stored at the LESSEE'S own risk. LESSOR is NOT responsible in any manner. LESSEE must insure vehicles against any perils, including loss by fire or other casualty. LESSEE agrees to indemnify and hold the LESSOR harmless against all loss, claim or damage of any nature whatsoever which may arise or result from the use or occupancy of the space by the LESSEE. LESSEE agrees to provide insurance on all of the LESSEE'S property stored on the space against all loss or damage by all perils. LESSEE understands and agrees that the LESSOR does NOT provide any insurance of LESSEE'S vehicle(s), trailer(s), equipment and/or items stored on property or it's contents set forth in the agreement.
- 6) **LESSOR** has a lien on all property stored in the rented space(s) for rent, and/or other charges, present or 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.
- 7) **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.
- 8) **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.

- 9) **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.
- 10) 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.
- 11) **Space:** In the event the LESSOR requires the space during the Term for any reason other than the default of the LESSEE, LESSOR may terminate the lease Term upon thirty (30) days' prior written notice to LESSEE at LESSEE's address set forth in this agreement. LESSEE agrees to remove any stored items from the space by the end of the notice period if so requested by the LESSOR. Any unused Rent shall be refunded to the LESSEE within the thirty days following termination by mail, or it can be picked up at an arranged day and time.
- 12) **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.
- 13) **CONDITION OF PREMISES:** LESSEE has inspected the space and the premises prior to the beginning of the term and found them adequate for LESSEE's purposes. LESSOR does not warrant that the space will be suitable for the LESSEE's purposes. LESSOR makes no warranty, either expressed or implied, as to the condition of the space provided. LESSOR shall not be liable for any incidental or consequential damages of any nature whatsoever, however caused and whether or not advised of the possibility of same.

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:** _____