

STORAGE RENTAL AGREEMENT

**Affordable Storage Options
7281 Partridge Lane SW
Alexandria, MN 56308**

Rental Agreement Date: _____

Seasonal Rent: _____

Approx Drop Date: _____

Approx Pickup Date: _____

Occupant Name: _____

Address: _____

City/State/Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

Alternate Address, if any: _____

Emergency Contact Information: _____

Address: _____

City/State/Zip: _____

Phone: (H) _____ (C) _____ (W) _____

Email: _____

Description of Contents Stored or to be Stored: _____:

THIS RENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the above set forth date (the "Rental Agreement Date") by and between Affordable Storage Options, LLC, a Minnesota limited liability company (hereinafter referred to as the "Owner"), and _____ (hereinafter referred to as the "Occupant") (collectively the "Parties"), whose last known address is set forth above. For the consideration provided in this Agreement, the Occupant agrees to rent from the Owner located in Alexandria, Minnesota (hereinafter referred to as the "Property"). "Space" as used in this Agreement means that part of the storage facility described above. Such Space shall be occupied only for the purposes specified in this Agreement and at all times subject to the terms and conditions, beginning on the Rental Agreement Dated listed above and continuing seasonal until terminated.

1. RENT. The agreed seasonal rent shall be \$25.00 per linear square feet (hereinafter referred to as the "Rent"). Rent shall be paid at 7281 Partridge Lane SW,

Alexandria, Minnesota, in advance, without demand, upon drop off. For purposes of this Agreement, Seasonal Rent shall be September through April, or April through September, in either event, not to exceed 6 months. The RENTAL PERIOD IS ONE SEASON. THERE IS NO PRO-RATING OF RENTAL AMOUNTS. Occupant further agrees to immediately pay any additional fees and charges that may become due. A schedule of fees and charges are detailed in Paragraph 4 of this Agreement. If any Rent is not paid on or before the Due Date, or if any check delivered in payment is dishonored, then the Occupant shall be deemed to be in default under the terms of this Agreement. The Occupant's failure to perform any of its obligations under the terms and conditions of this Agreement or the Occupant's breach of the peace, shall also constitute a default hereunder. The Occupant agrees and understands that partial payments made to cure a default for nonpayment of Rent will not delay or stop foreclosure and sale of Occupant's property. The tend of partial payments shall not serve to waive or avoid the legal effect of prior notices given to Occupant. Only full payment on the Occupant's account prior to the published auction date will stop a scheduled sale of the property.

Owner accepts checks and cash is accepted for walk-in payments only during business hours. DO NOT PUT CASH IN ANY MAIL SLOT OR DROP BOX.

2. TERM. The original term of this Agreement shall begin on _____ and shall terminate on _____ (hereinafter referred to as the "Term").

3. DENIAL OF ACCESS. If Rent is not paid before the office closes on the Due Date, Owner may, without notice, deny the Occupant access to the Space located in the Property. Except per signed court order, Owner shall deny access to any party other than the Occupant. Owner may condition Occupant's access to the Space and Property in any manner deemed reasonably necessary by Owner to maintain order on the Property. Such manners may include, but are not limited to, restricting hours of operation, requiring verification of Occupant's identify and inspecting vehicles that enter the premises. Additionally, if Occupant is renting more than one Space at any given time, Occupant's default on one rented Space shall constitute Occupant's default on all rented Spaces, entitling Owner to deny access to Occupant to all rented Spaces.

4. FEES. Concurrently with the execution of this Agreement, Occupant shall pay to Owner a nonrefundable deposit of \$100.00. Owner shall have no obligation of sending a monthly invoice to Occupant. Owner shall not waive any rights under the law for non-payment of Rent. If any check is dishonored for any reason, Occupant shall pay said late charges in addition to a return check charge in the amount of \$35.00 as an NSF fee. If Occupant's property is processed for sale at public auction, Occupant shall be responsible for a \$30.00 Auction Certificate Fee at ninety (90) days late Rent and a \$60.00 Auction Advertising Fee seven (7) days before the scheduled auction. The Occupant shall pay all costs of collection, which includes collection agency fees and court costs. Other fees charged to Occupant may be contained in Addendums to this Agreement.

5. USE OF SPACE; COMPLIANCE WITH LAW. The Space named herein shall be used by the Occupant solely for the purposes of storing recreational toys belonging to the Occupant. **The Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous, or pollutant materials or any other goods in the Space or elsewhere on the property which could cause danger or nuisance to the Space or any other portion of the Property.** The Occupant agrees that the Space and the property will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code, or health code, and the Occupant agrees not to commit waste nor to create a nuisance, nor alter, nor affix signs on the Space or anywhere on the Property and will keep the Space and the Property in good condition during the term of this Agreement. The Occupant agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, artwork, collectibles, or other irreplaceable items having special sentimental or emotional value to the Occupant and Occupant agrees not to store said items. The Occupant hereby waives any claim for sentimental or emotional value for the Occupant's property that is stored in the Space or on the Property. There shall be **NO HABITABLE OCCUPANCY** of the Space by humans or pets of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this Agreement. If hazardous substances are stored, used, generated, or disposed of in the Space or on the Property, or if the Space of the Property shall become contaminated in any manner for which the Occupant is directly or indirectly responsible, the Occupant shall indemnify and hold the Owner harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums incurred or paid for settlement of any such claims, including any attorney's fees, consultant and expert fees, resulting from or arising out of any contamination by the Occupant, whether incurred during or after the term of this Agreement. Occupant agrees not to conduct any business out of the Space and further agrees that the Space is not to be used for any type of workshop, for any type of repairs, or for any sales, renovations, decoration, painting, or other contracting. The Occupant will indemnify and hold the Owner harmless from and against any and all manner of claims for damages or lost property or personal injury and costs, including attorney's fees, arising from the Occupant's rental of the Space on the Property or from any activity, work, or thing done, permitted, or suffered by the Occupant in the Space or on or about the Property.

6. CONDITION AND ALTERATION OF SPACE. Occupant assumes responsibility for having examined the premises and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the storage space. Should Occupant damage or depreciate the Space or make alterations or improvements without the prior consent of the Owner or require the Owner to incur costs to clean the Space upon termination, then all costs necessary to restore the Space to its prior condition shall be borne by Occupant. Owner has the right to declare any such costs to repair as "Rent" and non-payment of said costs to entitle Owner to deny Occupant access to the Space.

7. TERMINATION. This Agreement shall continue from season to season unless the Occupant or Owner delivers to the other party a written notice of its intention to terminate the Agreement at least five (5) days prior to the end of the then current rental period. Owner may immediately terminate Occupant's lease if Occupant is in breach of the Agreement. Upon termination of this Agreement, the Occupant shall remove all personal property from the Space (unless such property is subject to the Owner's lien rights as referenced herein) and shall deliver possession of the Space to the Owner on the day of termination. If the Occupant fails to fully remove its property from the Space within the time required, the Owner, at its option, may without further notice of demand, either directly or through legal process, re-enter the Occupant's and remove all property therefrom without being deemed guilty in any manner of trespassing or conversion. All items, including boxes and trash left in the Space or on the Property after vacating will be deemed to be of no value to the Occupant and will be discarded by the Owner at the expense of the Occupant. If a cost for removal is incurred, said cost will be considered an **ADDITIONAL CHARGE** and shall be payable to Owner **IMMEDIATELY**. Rent prepaid for any period in which the Occupant moves out early shall not be refunded.

8. ABANDONMENT. This Agreement shall automatically terminate if the Occupant abandons the Space. Any rented Space containing contents for a period of seven (7) or more days will be considered abandoned, and ownership shall revert to the Owner. Abandonment shall allow the Owner to remove all contents of the Space for disposal. Occupant hereby waives and releases any claims or actions against Owner for the disposal of personal property resulting from Occupant's abandonment.

9. No Bailment. **THE OWNER IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. THE OWNER EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER THE OCCUPANT'S STORED PROPERTY. ALL PROPERTY STORED WITHIN THE SPACE OR ON THE PROPERTY BY THE OCCUPANT OR LOCATED AT THE FACILITY BY ANYONE SHALL BE STORED AT THE OCCUPANT'S SOLE RISK.** The Occupant must take whatever steps he deems necessary to safeguard such property. The Owner and the Owner's employees and agents shall not be responsible or liable for any loss of or damage to any personal property stored in the Space or on the Property resulting from or arising out of the Occupant's use of the Space or the Property from any cause whatsoever, including but not limited to theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omission of negligence of the Owner, or the Owner's agents or employees.

10. INSURANCE. The Owner does not provide any type of insurance which would protect the Occupant's personal property from loss by fire, theft, or any other type of casualty loss. **It is the Occupant's responsibility, at the Occupant's expense, to secure such insurance to protect itself and its property against all perils of whatever nature in an amount at least equal to the total value of all stored**

property. Insurance on Occupant's personal property is strongly recommended by the Owner. If Occupant fails to obtain insurance, then Occupant hereby indemnifies the Owner and waives all claims against the Owner and releases the Owner from any and all liability. Occupant automatically assumes all risk of loss to stored property that would be covered by such insurance. Occupant shall make no claim whatsoever against the Owner's insurance in the event of any loss. The Occupant agrees not to subrogate against the Owner in the event of loss or damage of any kind or from any cause. Occupant agrees and understands that Owner and Owner's agents are not insurers, are not affiliated with any insurance company, and do not act as any insurance company's agent, broker, or solicitor.

11. Changes. All items of this Agreement, including but without limitation, the Rent, conditions of occupancy, and other fees and charges are subject to change at the option of the Owner upon thirty (30) days prior written notice to the Occupant. If so changed, the Occupant may terminate this Agreement on the effective date of such change by giving the owner ten (10) days prior written notice of termination after receiving notice of the change. If the Occupant does not give such notice of termination, the change shall become effective on the date stated in the Owner's notice and shall thereafter apply to the occupancy hereunder.

12. Owner's Lien Rights. **OWNER SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED IN THE SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION. SUCH LIEN SHALL ATTACH AS OF THE DATE THE PERSONAL PROPERTY IS STORED WITHIN THE LEASED SPACE. SUCH LIEN, TO THE EXTENT THE PROPERTY REMAINS STORED WITHIN THE SPACE, SHALL BE SUPERIOR TO ANY OTHER EXISTING LIENS OR SECURITY INTERESTS TO THE EXTENT OF \$250.00. IN ADDITION, SUCH LIEN SHALL EXTEND TO THE PROCEEDS, IF ANY, REMAINING AFTER THE SATISFACTION OF ANY PERFECTED LIENS. IF OCCUPANT DOES NOT PAY OCCUPANT'S MONTHLY RENT OR OTHER RENT OWING UNDER THE THIS AGREEMENT, OCCUPANT MAY LOSE OCCUPANT'S PERSONAL PROPERTY. OWNER POSSESSES THE RIGHT TO SELL OCCUPANT'S PERSONAL PROPERTY STORED IN THE SPACE TO COLLECT THE UNPAID RENT.**

13. Security Agreement. This Agreement shall constitute a security agreement covering the content of the Space and a security interest shall attach thereto for the benefit of and is hereby granted to the Owner by the Occupant to secure the payment and performance of any default by the Occupant hereunder.

14. Occupant's Liability. IN the event of a foreclosure of the Occupant's interest in the Space, it is understood and agreed by the Occupant that the liability of the Occupant for the rents, charges, costs, and expenses provided or in this Agreement shall not be relinquished, diminished, or extinguished prior to payment in full. The

Owner may use a collection agency thereafter to secure any remaining balance owed by the Occupant after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, the Owner may dispose of said property in any manner considered appropriate to the Owner.

15. Assignment and Subletting. The Occupant shall not assign this Agreement or sublet the Space.

16. Waiver/Enforceability. In the event any part of this Agreement shall be held invalid or unenforceable, the remaining part of this Agreement shall remain in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by the Owner of any provision hereof shall be deemed a waiver of any of the other provisions hereof or of any subsequent default or breach by the Occupant.

17. Attorney's Fees. In the event the Owner retains the services of an attorney to recover any sums due under this Agreement for any unlawful detainer, for the breach of any covenant or conditions hereof, or in defense of any demand, claim, or action brought by the Occupant, the Occupant agrees to pay to the Owner the reasonable costs, expenses, and attorney's fees incurred in any such action.

18. Successors in Interest. This Agreement is binding upon the Parties hereto, their heirs, successors, and assigns.

19. Governing Law. This Agreement and any actions between the Parties shall be governed by the laws of the State of Minnesota.

20. Waiver of Jury Trial. The Owner and the Occupant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity, brought by either the Owner against the Occupant or the Occupant against the Owner arising out of or in any way connected with this Rental Agreement, the Occupants use or occupancy of the Space and this Property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statutes, or regulation.

21. Limited Warranty. This Agreement contains the entire agreement of the Parties and no representation or agreements, or otherwise, between the Parties not embodied herein shall be of any force or effect (except for written addendums agreed to between the Parties). The agents and employees of the Owner are not authorized or permitted to make any warranties about the Space, the Property, or any facilities referred to in this Agreement. The Owner's agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Occupant. The entire agreement and understanding of the Parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

22. Rules. The Occupant agrees to be bound by any Rules and Regulations for the facility as may be posted by the Owner from time to time. All Rules and Regulations shall be deemed to be part of this Agreement.

23. Notice of Change of Address. The Occupant represents and warrants that the information the Occupant has supplied in this Rental Agreement is true, accurate, and correct, and the Occupant understands that the Owner is relying on the Occupant's representations. The Occupant agrees to give prompt written notice to the Owner of any change in the Occupant's Address or any change in the status of any liens or secured interests on the Occupant's property in the space. The Occupant shall fax or mail such notice by certified mail, return receipt requested, with postage prepaid to the Owner at the above address.

24. Personal Injury. Owner and Owner's agents and employees shall not be liable whatsoever to any extent to Occupant or Occupant's invitees, family, employees, agents, or servants for any personal injury or death arising from Occupant's use of the storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omission or negligence of the Owner, Owner's Agents, or employees.

25. Release of Information. Occupants hereby authorize Owner to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.

26. Military Service. If Occupant serves in the military, Occupant shall provide notice of the service to the Owner. The Owner will rely on this information to determine the applicability of the Service-Members Civil Relief Act.

27. Financial Information. Owner shall not warrant or guarantee that any financial information (credit card, checking account, etc.) will not be stolen or otherwise compromised. Occupant waives and releases any and all claims or actions against Owner for damages arising from the use of said information by others.

28. Climate Control. Occupant understands that the Space is not heated or air conditioned, and that there is no insulation in the Facility.

29. All Items Being Stored. Any items of personal property being stored at the Facility must be winterized or summarized by Occupant. Owner will NOT provide winterizing or summarizing services.

NOTICE TO OCCUPANT. Do not sign this Agreement before you have read it and fully understand the covenants contained herein. By signing this Agreement, the Occupant hereby acknowledges that he/she has read, understands, and accepts all the terms and conditions expressed in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:
AFFORDABLE STORAGE OPTIONS, LLC

By _____
Mat Kakac, Owner

OCCUPANT:

By _____

(Print name here)