

## SELF STORAGE RENTAL AGREEMENT

This Lease Agreement, made between STAAD Properties, LLC DBA WATERTOWN MINI STORAGE CENTER (Lessor), and \_\_\_\_\_ (Lessee) according to the following terms and conditions:

**Rental Payments and Term:** Lessor leases onto Lessee Unit No. \_\_\_\_\_, measuring \_\_\_\_\_, which is not climate controlled, located at 515 High Street, Watertown, MN 55388, to be used for the storage of personal property. The term of this lease shall commence on \_\_\_\_\_ and shall continue from month-to-month thereafter. Such monthly periods coinciding with the months of the calendar. Upon execution of this lease, lessee agrees to pay lessor \$ \_\_\_\_\_ receipt of which is hereby acknowledged representing:

1. \$ \_\_\_\_\_ as: rent for the first month / partial rent for the first month of Lessee's tenancy hereunder. And,
2. \$ \_\_\_\_\_ as last month rent And,
3. \$ \_\_\_\_\_ as deposit to be retained by Lessor until the final termination of this lease as a guarantee that Lessee will perform his part of this lease and maintain the premises in accordance with the terms thereof on the 1st day of the month following the month of commencement of this lease. On the 1st day of each month of lessee's tenancy thereafter, **excepting the last month of lessee's tenancy for which payment(or partial payment in the case of increased pricing) has already been received.** Lessee agrees to pay Lessor rent of \$ \_\_\_\_\_ per month.

**ALTERNATE CONTACT is the name and address of another person to whom lien notice may be sent. If none, Occupant must write "NONE"**

Alternate Contact: (Name) \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Contact Address: \_\_\_\_\_

SecondaryAlternate Contact: (Name) \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Contact Address: \_\_\_\_\_

Occupant alternate Phone number (Cell or home): \_\_\_\_\_

Occupant Address: \_\_\_\_\_

Occupant Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Occupant Drivers License Number: \_\_\_\_\_

Occupant's Employer: \_\_\_\_\_

Occupant Employer Address: \_\_\_\_\_

Occupant Employer Phone: \_\_\_\_\_

**For Outside Storage only:**

License Number: \_\_\_\_\_ Make/Model: \_\_\_\_\_

Item being stored: (Boat, car, etc) \_\_\_\_\_

**Assignability of Lease:** This Lease cannot be assigned without the written approval of Lessor. **Alterations and Improvements:** No alterations or improvements to the premises are to be made

**Non-Liability of Lessor:** Lessor shall not be liable for any personal injuries, deaths, or property damage of any sort form or any cause whatsoever. Even if caused by the negligence or intentional misconduct of the Lessor, its agents, or employees. Without limiting the generality of the foregoing, Lessor shall not be liable for failure to furnish electricity by reason of breakdowns, the necessity for repairs or improvements to such services as fire, explosion, strikes, personal injuries, or any damage from any cause about the premises or escape of gas, water, steam, electricity, or other agency, or due to fire, explosion or action of the elements.

**Indemnity:** Lessee shall indemnify Lessor against all loss or liability arising out of the occupancy or use by Lessee of the premises.

**Care of Premises:** Lessee agrees:

1. To keep the leased premises in as good condition and repair as they were at the time Lessee took possession with due allowance for reasonable wear and tear.
2. To keep the leased premises in a clean and sanitary condition.
3. Not to commit any nuisance or waste on the leased premises, overload the premises, or waste any of the utilities furnished by Lessor.
4. To abide by such Rules and Regulations as may reasonably be promulgated by Lessor.
5. Not to erect signs on the leased premises.
6. To leave said premises reasonably clean and free of all debris upon termination of Lease. (Broom Clean)

**Use of Premises:** Lessee agrees not to commit or permit any act to be performed on the premises or any omission to occur which will be in violation of any statute, regulation or ordinance of any governmental body with jurisdiction or which will increase the insurance rates on the building or which will be in violation of any insurance policy carried on the premises by Lessor. The Lessee shall not do or permit to be done in or about the leased premises anything which will be dangerous to life or limb. This shall include, but not be limited to the storage or use of explosives or highly inflammable materials or goods which is strictly forbidden on the premises. Lessee shall have the right to use the common grounds for egress and ingress, but shall not store goods upon nor unreasonably restrict traffic upon such common grounds for any period of time. No electrical outlets or electricity is available to the lessee.

**Securing Premises:** Lessee is solely responsible for obtaining and installing a lock for the leased unit at Lessee's sole option and expense and for securing the leased premises. Lessor shall not be responsible for any loss occasioned by Lessee's failure to secure the leased premises.

**Insurance:** Insurance on property stored on said premises for loss caused by fire, water, theft, act of God or otherwise shall be obtained at Lessee's option and expense, and Lessor shall not be responsible for any losses on premises.

**Termination:** The month-to-month tenancy may be terminated at will by either party upon submitting written notice to the other party prior to the eleventh (11<sup>th</sup>) day of the month in which the termination is sought.

**Relocation:** Lessor reserves the right to relocate Lessee without expense to Lessee to any compartment of comparable size in 20 days.

**Access to Premises:** Lessor and its employees and agents shall have the right to enter the premises at all reasonable times for the purpose of inspection, cleaning, repairing, altering or improving the premises or the building, however, Lessor shall not thereby unreasonably interfere with Lessee's use of said premises.

**Property Left on Abandoned Premises:** If the Lessee appears to the Lessor to have abandoned the leased premises the Lessor has all rights and claims accorded to landlords under Minnesota Statute S514.970 with respect to personal property remaining on the leased premises. In addition to any other remedies available to the Lessor, The Lessee is presumed to have abandoned the premises if the Lessee remains in default under this agreement for more than 30 days, unless the Lessee notifies the Lessor in writing sent by certified mail or otherwise legal form of notification, to the contrary.

**Damage by Fire or Other Casualty:** If fire or other casualty shall render the leased premises untenable, this Lease shall terminate forthwith and any prepayments of rent shall be refunded by the Lessor pro rata.

**Default:** If any one or more of the following occurs;

1. A payment from Lessee to Lessor shall be and remain unpaid in whole or in part for more than twenty (21) days after it is due and payable,
2. Lessee shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of five(5) days after written notice from Lessor of such violation or default, or
3. If lessee shall be adjudged bankrupt or file a petition in bankruptcy or become insolvent; then it shall be optional for the Lessor to do any one or more of the following:
  - (a) declare this Lease forfeited and the said term ended and to re-enter said premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom;
  - (b) place an over lock on the leased premises until all claims of Lessor against Lessee hereunder have been satisfied;
  - (c) remove, store and/or sell personal property stored on the leased premises. Lessor shall have a claim against Lessee for any costs of removal, care, storage, and sale of personal property and for any costs of collection, including reasonable attorneys' fees incurred by the Lessor by reason of Lessee's default said claims in addition to any other amounts due and owing under this agreement, may be satisfied from the proceeds of any sale hereunder. Lessor shall not be liable for damages by reason of such re-entry, forfeiture, and placement of over lock, removal, storage, and/ or sale and Lessee shall indemnify Lessor against all loss or liability occasioned thereby. Notwithstanding any re-entry by Lessor or forfeiture or termination of this Lease the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

**Occupant Initials:**

**NOTICE OF LIEN:** Owner has a lien on occupants stored property and the lien may be enforced by selling Occupant's property if rent is not paid. In addition the owner may deny Occupant access to certain property contained in the rented space when rent and other charges are in default. Owner does not provide any insurance on Occupant's stored property. Occupant must purchase any insurance covering stored contents at Occupant's expense.

**LIMITATION OF VALUE:** The Occupant agrees that in no event shall the total value of all property stored be deemed to exceed \$2,500.00 unless the Owner has given permission in writing for the Occupant to store property exceeding such value. The Occupant agrees that the maximum liability of the Owner to the Occupant for any claim or suit by the Occupant including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the contents of a storage unit is \$2,500.00. Nothing in this section shall be deemed to create any liability on the part of the Owner to the Occupant for any loss or damages to the Occupant's property regardless of cause.

**OCCUPANTS DESCRIPTION OF STORED ITEMS:**

Are you or your spouse on active duty military service, the National Guard or reserves?

**General:** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of bailor and bailee or of warehouseman and customer or of any association between Lessor and Lessee, the sole relationship between Lessor and Lessee being that of Landlord and Tenant. No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. This Lease can only be modified or amended by an Agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto. Any notice required hereunder from Lessee to Lessor shall be made in writing by certified mail to the Lessor at the above address. Any notice required hereunder from Lessor to Lessee shall be made in writing to the Lessee at the address listed in this contract, unless Lessor receives notification by certified mail of a change of address. If any provision of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be stricken and deleted here from to the same extent and effect as if never incorporated herein, and all other provisions hereof shall continue in full force and effect. Property damage caused by lessees neglect or accidental occurrence is the responsibility of the lessee and must be repaired or replaced to original condition. Two estimates will be provided to lessee if lessor must correct the damages incurred and lessee will be responsible for the lower of the two estimated quotes plus a 25% administrative fee. Any damage repairs must be completed within thirty (30) days or otherwise mutually agreed upon time frame in writing weather permitting. Lockout of your storage access will occur if you do not agree to or abide these terms.

**ALL RENTS ARE DUE ON THE 1ST OF EACH MONTH.  
RENT IS DEEMED LATE ON THE 7TH OF THE MONTH - LATE FEES ARE ASSESSED ON THE 7TH.  
DEFAULT OCCURS IF PAYMENT HAS NOT BEEN RECEIVED BY THE 16TH.  
IF ACCOUNT IS NOT BROUGHT CURRENT UNITS ARE LOCKED 5 DAYS AFTER DEFAULT . PROCESS  
OF LIEN SALE INITATES IN ACCORDANCE WITH MN STATUTES 10 DAYS AFTER LOCKOUT.  
LOCK OUT FEE \$25.00 CLEAN OUT FEE FOR ITEMS LEFT BEHIND \$100.00**

**\*\*\*THIS POLICY IS STRICTLY ENFORCED AS PROVIDED IN MN STATUTES 514.970 through  
514.979 cited as Minnesota Liens on Personal Property in Self-Service Storage Act\*\*\***

BY CHOOSING THE OPTION TO RECEIVE EMAIL COMMUNICATION IN THIS AGREEMENT, THE OWNER WILL PROVIDE YOU NOTICES AND OTHER INFORMATION REGARDING YOUR ACCOUNT THROUGH THE EMAIL REFLECTED IN OUR RECORDS, OR IN A SUBSEQUENT WRITTEN CHANGE OF EMAIL ADDRESS THAT HAS BEEN GIVEN ACCORDING TO THE FACILITY'S PROCEDURES. TO INDICATE THAT YOU UNDERSTAND AND ACCEPT CONTENTS OF THIS NOTICE AND AGREE TO THE OPTION TO RECEIVE ELECTRONIC COMMUNICATION, YOU MUST CHECK THE BOX THAT APPEARS NEXT TO THIS PARAGRAPH.

I certify that I am 18 years of age or older and I have read this agreement and fully understand it. The parties have executed this instrument this DATE: \_\_\_\_\_

\_\_\_\_\_

Lessee Printed Name

\_\_\_\_\_  
Watertown Mini Storage Center Management

\_\_\_\_\_  
Lessee Signature

Occupant Initials: \_\_\_\_\_

**RULES AND REGULATIONS  
WITH HELPFUL HINTS FOR SATISFACTORY STORAGE**

To make your use of our space a smooth and pleasant experience, we have some rules to live by. If everybody abides, our service will be super, your goods will be stored better, and you'll be happier using this self-storage center.

Rent for the month is due on the first day of each month. A late charge will be due and payable on any payment made after the 16th day of the month, so please be prompt.

You may move out of your space whenever you want, but please provide written notice at least twenty (20) days in advance in order to apply last month upfront payment, and tell us when, so we can schedule your space for the next occupant. Deposits will be refunded if unit is swept out at move-out.

Sorry, but you just cannot store the things we have listed because of the obvious reasons we have not listed. Here are the No-No's : (The right is reserved to inspect all goods upon entry to premises.)

1. Anything that's stolen -premises may not be used for any unlawful purpose.
2. No explosives, ammunition or dangerous chemicals.
3. No inflammables, paint or oily rags. Gas cans must be drained before storing in units.
4. No improperly packaged spoilable foods.
5. Anything that's alive and eating.
6. Anything that leaks or makes loud noise.
7. No sleeping will be allowed in unit.
8. No refrigerators or freezers are to be connected to service outlets.
9. No type of electric heater or heat lamp is to be used in units.
10. No sanding or spray painting to be done within the unit.

We are by contract and by law not responsible for any loss or pilferage from your occupied space. We recommend insurance if the value of your goods is high.

**HELPFUL HINTS FOR BETTER STORAGE**

- Spray furniture with a good polish. Cover with drop cloths, sheeting, etc. whenever possible.
- Do not store food items unless sealed in glass or metal containers.
- Defrost refrigerators and leave door open.
- Seal boxes with masking tape.
- It is not advisable to store pianos or art objects.
- Wrap mattress or box springs with plastic covers, drop cloths or paper . Do not set directly on floor or lean against walls.
- Use boxes, plastic bags or clothing bags for storing clothes.
- If possible, keep all items off floor to let air underneath. Pallets or skids are recommended. Or, place plastic under all cardboard boxes as cardboard may absorb moisture from concrete floor.
- To retard rusting of exposed metal, apply a light coat of oil.
- Do NOT nail, screw, fasten or put holes in partitions without written approval from Resident Manager.

THANK YOU FOR YOUR COOPERATION  
ENJOY YOUR STAY WHILE USING THIS SELF STORAGE FACILITY

