

West Range Storage
PO Box 361
Bovey MN 55709

RENTAL AGREEMENT

Please Read Carefully

218-244-8432

The undersigned tenant hereby rents Space No. _____ at _____ for a month to month term beginning on _____. Tenant agrees to pay as rental \$ _____ per month on the 1st day of each month. West Range Storage (hereinafter known as "Owner") hereby acknowledges receipt of \$ _____ which pays rental to _____.

Said rental shall not be refundable in part or whole. Owner acknowledges \$ _____ deposit. Tenant agrees to each of the following:

1. Rent is due on the first day of each month, in advance, tenant hereby agrees to pay a \$10.00 late charge if rent is not received by the 10th day of the month. Tenant will pay to owner a \$25.00 fee for every check returned to owner for non-sufficient funds, plus any late charges that occurred.
2. Tenant will provide his own padlock. If tenant's lock is on his storage unit door the first day on any month, tenant will owe for the month in full. Either tenant or owner may terminate this agreement by giving the other written notice at least fifteen (15) days prior to the end of the monthly term the agreement is to be terminated. No refunds will be allowed for tenants moving out before the end of the month.
3. Tenant agrees to pay a \$25.00 clean up fee, plus any disposal fees incurred, should the unit in question be left in a non rentable condition.
4. Tenant agrees and covenants with West Range Storage(owner, his agents or employees) that he will use said premises for the purpose of storage only; that he will not use said premises for any unlawful purpose; that said premises shall not be sublet; that he will pay the rent each month as it becomes due; that he will keep said premises in good condition (usual wear and depreciation excepted); that tenant will be fully liable for any damage to any part of the premises caused by himself, or any persons using his storage unit and the payment for such damage will be made in full upon demand; Tenant specifically agrees not to store explosives or highly flammable materials, hazardous substances or perishable goods on the premises.
5. Owner is not engaged in the business of storing goods for hire nor the warehouse business, but is a landlord only renting a space to be used for storage. Consequently, no supervisor or control will be exercised over tenant and tenant agrees to accept sole responsibility for the safekeeping of whatever is stored in the storage space. Tenant shall provide his own lock and keys, and he shall be fully responsible for who has possession of the keys. It is understood that **owner carries no insurance** which in any way covers any loss or damage that tenant may have or claim while renting the storage space, and therefore, tenant shall carry his own insurance if he so desires; owner shall not be responsible or liable, directly or indirectly for loss or damages to whatever tenant stores in the storage space, no matter what the cause, including fire, explosion, theft, wind or water damage.

Tenant shall permit owner, his agents or employees, to enter the said leased storage space, at all reasonable and necessary times, in order to inspect and make necessary repairs and improvements as required.

Tenant shall indemnify and hold harmless the owner from any and all expense, demands, claims, actions, or causes action arising directly or indirectly from tenant's storage of goods in his storage space.

If tenant fails to pay the rent when due(which automatically terminates the lease) or fails to vacate the premises upon termination of this lease, that, in addition to such liens and remedies provided by law to secure and collect rent, cumulatively therewith, owner shall

have and is hereby granted a lien on the contents of said storage space. Owner may prevent tenant access until rent is paid.

Owner may break and remove any lock on the door of tenant's storage space, enter the storage space and inspect and take possession of its contents, and then place the lock of owner thereon until such contents are disposed of by owner in the manner hereinafter provided. Should tenant want to regain possession of contents of said storage space, tenant agrees to pay owner of all accrued and unpaid rent and all other charges due to owner.

Before disposing of the contents by public, or private sale, upon such terms and conditions as owner may see fit, owner will mail to tenant a written notice by certified letter that owner has taken possession of such contents and will dispose of the same after 15 consecutive days following the date the written notice was mailed.

Owner may sell tenants stored property and apply the proceeds from the sale to the payment of all sums owed by the tenant to the owner including the costs of sale plus reasonable attorney fees.

If any of the contents of the storage space to be disposed of consist of papers, pictures, documents, or like personal property that might not be considered to have any dollar value, owner may return to tenant or dispose of items as owner sees fit.

6. This rental agreement is specifically not subject to any state or federal laws regulating warehouses and warehousemen.
7. This rental agreement is not a bailment and shall not be construed to constitute a bailor-bailee arrangement.
8. Tenant agrees that all notices called for herein shall be given at the address shown below, and it shall be the duty of tenant to furnish owner any changes of address or phone number in writing.
9. It is agreed that if tenant breaches any terms of this lease, owner may employ an attorney or attorneys to protect owners rights hereunder, and in the event of such employment following any breach by tenant, tenant agrees to pay owners reasonable attorney's fees and expenses incurred by owners whether or not action is actually commenced against tenant by reason of such breach.

INITIAL

- _____ A. All rent is due on the 1st day of each month. (paragraph #1)
- _____ B. A late fee is charged if rent is not received by the 10th day of the month. (paragraph 1)
- _____ C. If lock is on the first of the month, tenant will owe for that month.(paragraph 2)
- _____ D. You must notify owner in writing at least 15 days in advance of vacating. (paragraph 2)
- _____ E. Report any change of address or phone # to the owner in writing. (paragraph 8)
- _____ F. Tenants responsibility to carry insurance on the stored items. (paragraph 5)
- _____ G. Owner has lien on all goods stored by tenant for payment of past due rent and fees. (paragraph 5)
- _____ H. No access until rent is paid. (paragraph 5)

Print Name _____ Signature _____

Address _____ City & State _____

Phone _____ Driver's License No. _____

Relative _____ Address _____

Phone _____