

MN Storage Rental Agreement

This storage unit rental agreement ("Agreement") is executed this September 22, 2023 ("Effective Date") between MN Storage (owner) and _____ (each jointly and severally and collectively, an "Occupant"), whose contact information is provided below.

Premises: Unit # _____ Occupant acknowledges that size of unit is an approximate estimate and some variations may be to building configuration.

Gate Code: _____

Occupant: _____

Address _____

City/State/Zip _____, _____

Cell Phone _____

Email _____

Alternative contact: _____

Address _____

City/State/Zip _____, _____

Cell Phone _____

Email _____

CHANGE IN OCCUPANT INFORMATION.

Occupant shall immediately notify Owner, in writing, of any change of address or phone number by certified mail, return receipt requested. No telephone instructions will be accepted or effective. Email accepted if acknowledgement of receipt and acceptance of information change letter returned from owner.

ALTERNATIVE CONTACT. The person listed above as an "Alternative Contact" is an alternative contact for default notification purposes pursuant to Minnesota Statute 514.975 only and is not party to this Agreement and shall not have any rights of tenancy pursuant to this Agreement.

OWNER DISCLOSURES. The person authorized to manage the Premises and accept service of process and receive and give receipts for notices and demands is Kelly Morrell.

In compliance with Minnesota Statute 514.973, please check one of the following options with regards to email communications.

****OCCUPANT WISHES TO RECEIVE E-MAIL COMMUNICATIONS AND TEXT MESSAGES WITH REGARDS TO THIS AGREEMENT.**

By choosing the option to receive e-mail/text communication in this agreement, the Owner will provide you notices and other information regarding your account through e-mail/text reflected in our records, or in a subsequent written change of e-mail address or text that has been given according to Facility procedures.

SCHEDULE OF FEES AND CHARGES

DESCRIPTION OF FEE OR CHARGE	FEE/CHARGE
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Monthly Rent due on the first of the month	_____
Administrative fee	_____
Late Charge for rent if not paid within 15 days of due date	_____
Lien Fee on 31 day of delinquency	_____
Auction Fee handling charge on Auction	_____
Declined Credit or Debit Cards	_____

Lock is provided and deposit of _____ is charged upon rental. Lock use is FREE while renting. Deposit is refunded if left on unit or returned in Facility Lock Return Box (located under entry billboard sign) with lock's original combination installed.

Occupant acknowledges that Occupant has reviewed and approved Schedule of Fees and Charges and acknowledges that the Schedule of FEES and CHARGES, as well as any other term of this Agreement, may be adjusted by Owner upon thirty (30) days' prior notice to Occupant specifying the adjustment, unless Occupant provides a notice of termination by the 15th of the preceding month.

In addition to the foregoing, it is further agreed by and between Owner and Occupant, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. **TERM AND RENT.** This Agreement shall commence on the Effective Date and shall continue from the first day of the month immediately following the Effective Date on a month-to-month basis until terminated as provided herein. This Agreement may be terminated by either party by notice by the 15th of the preceding month.(Example: Tenant sends email to owner on Feb 16 of move out. Tenant would be responsible for the full month of March rent.) An email may serve as a written notice provided it is acknowledged by Owner. Upon move out, tenant shall be responsible for cleaning costs and damages to facility that tenant is responsible for. Storage unit is expected to be left in a clean, swept- out condition.
2. **MONTHLY RENT.** On or before the Effective Date, Occupant shall pay Owner, one full months rent or the prorata share of any partial month (but only to the extent the Effective Date falls on a date other than the first day of the month.) Thereafter, Occupant shall pay Owner the Monthly Rent, fees and charges be paid by bank draft, credit card, certified check or money order. All payments are to be applied to the oldest delinquency first, including late charges and other fees which have become due. There is no prorated credits given for vacating prior to end of term.
3. **PURPOSE; DESCRIPTION OF PREMISES.** The parties have entered into this Agreement for the purpose of renting the above noted storage unit (the "Premises") and agree that **NO BAILMENT OR DEPOSIT OF GOODS FOR SAFEKEEPING IS INTENDED OR CREATED THEREUNDER.**
4. **CONDITION OF THE PREMISES; COMPLIANCE WITH LAWS.** Occupant has had the opportunity to examine the Premises and the Facility and accepts the Premises and Facility in their AS-IS, WHERE-IS condition. Occupant shall keep the Premises in good order, repair and condition during the term of this Agreement and will not hang, drill, or attach onto any surface of the Premises nor make or allow any alterations without the prior written consent of Owner, which is at Owner's sole discretion. Occupant shall, at all times during the term, comply with all applicable laws, rules, codes, regulations and ordinances, as the same may exist from time to time. Occupant is responsible for damages they cause to buildings, grounds, fence, gate or any portion of the Facility or Premises and, must be reported to the Owner immediately.
5. **RULES AND REGULATIONS.** Occupant shall abide by all rules and regulations established by Owner from time to time, with respect to the use and care of the Premises and the Facility.
6. **PROHIBITED CONTENTS.** The Premises and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, documents , dvd, videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value and records or receipts relating to the stored goods. Hazardous, combustible, illegal or toxic under any law, ordinance or regulation, or from engaging in any activity which produces such materials including, but not limited to, varnish, thinner, gasoline and/or highly flammable materials. Occupant shall not use the Premises in any manner that will constitute a hazard, waste, nuisance or unreasonable annoyance to Owner, Owner's employees, or other occupants of the Facility. Occupant acknowledges that the Premises may be used for storage only and that use of Premises for the conduct of a business, as a mailing address, for operation of electrical appliances or for human animal habitation is expressly prohibited. Owner may enter the Premises including stored vehicles at any time to remove and dispose of prohibited items as Occupant's cost and expense.
7. **INSURANCE. ALL PERSONAL PROPERTY STORED BY OCCUPANT IS STORED AT OCCUPANT'S SOLE RISK. OCCUPANT IS EXPRESSLY NOTIFIED THAT OCCUPANT MUST PROVIDE ITS OWN INSURANCE FOR PROTECTION AGAINST FIRE, THEFT, DAMAGE AND OTHER PERILS, OCCUPANT ACKNOWLEDGES AND AGREES THAT OWNER WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY.**
8. **TENANT PROTECTION.** Occupant acknowledges that they have the option to choose between different levels of tenant protection offered by owner OR decline by providing their coverage option either by insurance or Self

Insured. If occupant declines coverage AND does not input their coverage option, they are automatically enrolled in the lowest tenant protection coverage offered after 14 days.

9. **LIMITATION OF VALUE: Owner agrees not to store property with a total value in the excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below. **A NYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, OWNER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, SPECULATIVE, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS (OR BREACH THEREOF) UNDER THIS AGREEMENT, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
10. **INDEMNITY. OCCUPANT SHALL INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS (INCLUDING ATTORNEYS' FEES AND THE COSTS OF RESOLVING ANY DISPUTES, LIABILITIES, OR LOSSES, OF ANY TYPE WHATSOEVER AND WHETHER ARISING DURING OR AFTER THE TERM OF THIS RENTAL AGREEMENT ARISING OUT OF OR RELATING TO: (A) OCCUPANT'S BREACH OF OR DEFAULT UNDER ANY REPRESENTATIVE, WARRANTY, COVENANT, AND AGREEMENT SET FORTH HEREIN, (B) OCCUPANT'S NEGLIGENT ACT OR OMISSION DONE, PERMITTED OR SUFFERED IN OR ABOUT THE PREMISES, OR © OWNER'S REMOVAL, DISPOSAL, OR SALE OF THE PERSONAL PROPERTY LOCATED IN THE PREMISES IN ACCORDANCE WITH THE TERMS OF THIS RENTAL AGREEMENT, REGARDLESS OF THE OWNERSHIP THEREOF.** This indemnification includes, without limitation, costs incurred in connection with any investigation or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material in or under the Premises or Facility that is caused or permitted by Occupant. As used herein, the term "Hazardous Material" means any substance, material, or waste which is toxic, ignitable, reactive or corrosive and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waster," "restricted hazardous waste," "hazardous substance," or hazardous material," by any local, state, or federal law, (ii) oil and petroleum products and their by-products, other than naturally-occurring, unrefined petroleum, (iii) asbestos, or asbestos containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.
11. **RIGHT TO ENTER, INSPECT AND REPAIR PREMISES.** Occupant shall grant Owner access to the Premises and any vehicles stored therein upon request therefore. If Occupant does not grant access as requested OR in the event of an emergency, suspected criminal activity, default of Occupant's obligations under this Agreement (in which case no notice or request shall be required), Owner or any governmental authority shall have the right, but not the obligation, to remove Occupant's locks and enter the Premises for the purpose of examining the Premises and the contents thereof (including vehicles) or to make repairs or alterations or take such other action as may be necessary or appropriate to preserve the Premises, comply with applicable law or enforce any of Owner's rights hereunder.
12. **DEFAULT; REMEDIES; OWNER'S LIEN; RECOVERY FEES.**
 - a. If Occupant shall fail to pay Monthly Rent or any additional fees or charges due hereunder when due, or if Occupant shall fail to perform any of the other terms, conditions or covenants of this Agreement to be performed or observed by Occupant, Occupant shall be deemed in default hereunder and Owner may exercise all remedies available to Owner at law or in equity, including, without limitation, termination of this Agreement, eviction, denial of access to the Premises and the sale of the personal property located in the Premises in accordance with Minnesota law. The rights and remedies of Owner shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Agreement or allowed by law or in equity. The waiver by Owner of any breach of any covenant of this Agreement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of Owner's right to enforce the payment of subsequent installments of Monthly Rent or other fees or charges hereunder or any of Owner's rights under this Agreement. No extension of time, forbearance, neglect or waiver on the part of Owner with respect to any one or more of the covenants, terms or conditions of this Agreement, shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against Owner.
 - b. **UNDER MINNESOTA LAW, UPON DEFAULT BY THE OCCUPANT, OWNER HAS A LIEN UPON THE PROPERTY OR UPON THE PROCEEDS OF THE PROPERTY STORED BY OCCUPANT IN THE PREMISES. THE LIEN COVERS OVERDUE RENT, LABOR CHARGES AND OTHER CHARGES, INCLUDING EXPENSES INCURRED IN THE PRESERVATION , SALE OR DISPOSITION OF OCCUPANT'S PROPERTY, PERMITTED UNDER MINNESOTA LAW. UPON A DEFAULT LASTING FIFTEEN (15) CONSECUTIVE DAYS, OWNER HAS THE RIGHT TO DENY ACCESS TO CERTAIN PERSONAL PROPERTY STORED IN THE PREMISES AND TO ENFORCE AND SATISFY THE LIEN BY SELLING THE PROPERTY STORED BY OCCUPANT IN THE PREMISES IN ACCORDANCE WITH THE MINNESOTA LIENS ON PERSONAL PROPERTY IN SELF-SERVICE STORAGE ACT (MINNESOTA STATUTES SECTION 514.970 ET. SEQ.) WHICH AUTHORIZES SUCH ACTIONS.**

- c. **In the event any action is instituted to enforce any term or condition of this Agreement or to recover possession of the Premises for any default or breach, Occupant shall pay Owner's reasonable costs and expenses, including attorneys' fees, in connection with such action.**
13. **SURRENDER: HOLDOVER.** Upon termination of this Agreement, Occupant shall promptly remove all Occupant's personal property from the Premises and Facility and shall immediately deliver possession of the Premises to Owner in empty and broom-clean condition and otherwise in the same condition as delivered to Occupant on the Effective Date, and is responsible for clean-up costs if not left as described. Lock shall be returned with its original combination to Facility Lock Return Box for refund. If Occupant remains in possession of the Premises at the expiration of the term of this Agreement, such continuing possession shall continue as a month-to-month basis on the same terms and conditions as herein specified, except that the Monthly Rent payable by Occupant during the holdover period shall be one hundred fifty percent (150%) of the Monthly Rent as paid by Occupant for the last full month of the term of this Agreement.
14. **ABANDONMENT OF OCCUPANT'S PROPERTY.** If Occupant leaves personal property in the Premises after the expiration or termination of this Agreement, the personal property shall be considered abandoned and Owner may, in Owner's sole discretion, sell, destroy, or otherwise dispose of Occupant's personal property, all at Occupant's sole cost and expense.
15. **ASSIGNMENT.** Occupant may not assign or sublet this Agreement or any part hereof without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Owner may at all times assign this Agreement, in which event, Owner shall no longer be responsible or liable under the terms of this Agreement and all the covenants, conditions and obligations of Owner shall be binding on its assignee and its assignee will be entitled to enforce all provisions of this Agreement.
16. **RELOCATION.** Owner may relocate Occupant to any space of comparable size without consent of Occupant and relocated space shall be deemed the "Premises" for purposes of this Agreement.
17. **INTERRUPTION OF SERVICES.** Notwithstanding anything to the contrary contained herein, in no event shall Owner be liable for any loss or damage resulting from the failure, interruption or malfunction of any utilities, appliances or fixtures provided to the Premises.
18. **NO WARRANTIES. OWNER HEREBY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF THE NATURE, CONDITION, SAFETY OR SECURITY OF THE PREMISES OR THE FACILITY AND OCCUPANT HEREBY ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CREATE ANY CONTRACTUAL OBLIGATION FOR OWNER TO INCREASE OR MAINTAIN SUCH SAFETY OR SECURITY. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR AGREEMENTS BY OR BETWEEN THE PARTIES WHICH ARE NOT FULLY SET FORTH HEREIN AND NO REPRESENTATIVE OF OWNER IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN AND NO REPRESENTATIVE OF OWNER IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS OTHER THAN AS EXPRESSLY SET FORTH HEREIN AND, FURTHER, WITH THE EXCEPTION OF ANY SUBSEQUENT NOTICE FROM OWNER TO OCCUPANT OF ADJUSTMENTS AS PROVIDED IN ABOVE, THIS AGREEMENT MAY ONLY BE AMENDED BY A WRITING SIGNED BY THE PARTIES. ORAL STATEMENTS BY EMPLOYEES OR AGENTS ARE NOT WARRANTIES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION.**
19. **CROSS-COLLATERALIZATION:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay rent or other charges on any space shall be considered a default on all spaces rented. Owner may deny Occupant access to all spaces rented, if rent or other charges are not paid on any space.
20. **NO SUBLETTING:** Occupant shall not assign or sublet the storage space.
21. **DENIAL OF ACCESS:** If Occupant has not paid the rent for fifteen (15) days after rent due date, Owner may deny Occupant access to facility and storage space.
22. **STORAGE OF MOTOR VEHICLES, RV, TRAILERS:** These items may be parked in units and parking units as rented. Occupant must provide a copy of registration prior to storing. In the event that any item remains stored at facility after the termination of the agreement or upon Occupant's default, Owner is authorized under state law to have such item towed from the facility if rent and other charges are not paid when due at occupant's cost.
23. **Lienholders: Occupant must disclose any lienholders with an interest in any property stored at any time during rental.**
24. **ACTIVE Military:** It is the Occupant's responsibility to notify Owner if he/she is active military for Owner to determine the applicability of the Servicemembers Civil Relief Act.
25. **MISCELLANEOUS.**
- a. **Applicable law; Severability.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. If any provision of this Agreement shall be invalid or prohibited under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- b. **Captions.** Captions of this Agreement are for convenience only and in no way affect the construction of the terms of this Agreement.

- c. Survival. The terms and conditions set forth in Sections 6-9, 11-13, and 18(g) of this Agreement shall survive the termination of this lease.
- d. Binding Effect; Entire Agreement. This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns. This Agreement, together with any written rules and regulations established by the Owner from time to time, shall constitute the entire agreement between the parties.
- e. Security. If Owner cuts Occupant's lock in order to access the Premises, Owner shall replace the lock unless the lock was cut due to a default by the Owner.
- f. Release of Information. Occupant hereby authorizes Owner to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.
- g. Condemnation. Occupant assigns to Owner any claim it may have to compensation as a result of condemnation.
- h. Time is of the Essence. Time is of the essence in every particular of this Agreement, including, without limitation, obligations for the payment of money.
- i. Drafter. This Agreement shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof.

IN WITNESS WHEREOF, Owner and Occupant have caused this Storage Unit Rental Agreement to be duly executed as of the day and year first written.